

GENERAL TERMS AND CONDITIONS OF SALE
applicable to contracts with Foreign Distributors concluded by Poldent sp. z o.o.

§1 Preliminary Provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as the *GTCS*) specify principles for concluding contracts for the sale of goods, the producer or distributor of which is Poldent Spółka z Ograniczoną Odpowiedzialnością, the company incorporated under the laws of Poland, with its registered office in Warsaw (00-194) at Dzika 2 Street, a value added tax payer identified under EU VAT number: PL5240004448 (hereinafter referred to as *Poldent*), with foreign distributors, i.e. clients based or having the place of business outside the Republic of Poland, purchasing goods from Poldent for further resale, for whom the place of delivery is outside the Republic of Poland (hereinafter referred to as the *Clients*).
2. These GTCS constitute an integral part of all sale contracts concluded by Poldent sp. z o.o., including contracts concluded by way of orders placed in any form (especially in writing, orally, by e-mail, telephone, fax, etc.).
3. Prior to concluding a contract, Poldent makes these GTCS available to Clients by e-mail or via its website: www.poldent.pl and www.endostar.eu
4. These GTCS are supplementary to sale contracts / distribution contracts concluded individually with Clients. Conclusion of such a contract excludes the application of these GTCS to the extent determined in that contract.

§2 Orders and delivery

1. The Poldent's offer includes the Poldent's products and goods of global producers of dental instruments, materials and equipment, hereinafter referred to as the *Goods*.
2. The Poldent's offer, due to its specialist nature, is not intended for clients who are natural persons not conducting business activity.
3. A contract for the sale of goods is deemed concluded upon a confirmation of an order by Poldent (in writing, by phone, fax or e-mail). Confirmation of an order means that Poldent has received an order and accepted it for execution. The sole fact of placing an order does not bind Poldent and the absence of an answer to an order is not tantamount to its silent acceptance in any event.
4. Once an order has been confirmed, Poldent each time informs the Client about the expected lead time. The lead time may be extended due to situations beyond the control of Poldent. Delivery time is not included in the lead time.
5. An order should specify the following data: the type of goods ordered, quantity, delivery address (recipient's name, country, postal code and address), precise name of the Client (payer), Client's identification number for value added tax purposes (for the Clients from the territory of the European Union), delivery method, forename, surname and phone number of a contact person (persons). If a delivery address is different from the Client's address, it is necessary to provide it in an order.
6. Poldent is not liable for errors in orders, especially those resulting from providing invalid or incorrect data.
7. Poldent may withhold the execution of an order if it has doubts as to the accuracy of data provided in an order.
8. Orders may be placed 24 hours a day, seven days a week, by e-mail to e-mail addresses of persons handling foreign orders.
9. The consent of Poldent is always required to change or annul the placed orders. In such a situation, Poldent reserves the right to charge the costs of a change/annulment of an order to the Client.
10. If Poldent cannot execute an order as a result of a force majeure event, the Client shall not be entitled to any claim against Poldent for the redress of damage resulting from non-performance or untimely performance of a contract. Force majeure events include a natural disaster, fire, strike, embargo, withholding the transfer of foreign currency, etc.
11. In the absence of different arrangements with the Client, deliveries of the ordered goods are made under Ex-Works INCOTERMS 2000.
12. If a delivery date is extended due to reasons attributable to the Client or the Client refuses to accept a delivery without reasonable justification, Poldent has the right to charge the Client with the costs of transport and storage of the ordered goods in the lump-sum amount of 0.5% of the value of the order for each day of delay.

§3 Prices and payments

1. Prices are determined with the Clients as part of separate negotiations and are net prices not increased in particular by taxes, customs duties and fees in force in the Client's country. Moreover, the prices do not include costs of delivery and insurance of the ordered goods.
2. The Client is obliged to pay for the ordered goods within the determined time limit.
3. The payment date is the date on which the Poldent's bank account is credited with a payment.
4. Payments may be made by transfer to a bank account indicated in an invoice.
5. All payments should be made in the currency specified in an invoice.
6. If a payment is not made within the time limit specified by the Parties, Poldent is entitled to charge statutory interest pursuant to Polish law.
7. An invoice is sent to the Client together with the goods. At the Client's request, an invoice may also be sent by e-mail on the date on which the goods are sent.
8. If it is found that payments to Poldent are not made in a timely manner, Poldent has the right to refuse to accept an order for execution and suspend the execution of the already accepted orders until the time such arrears are settled or the situation is clarified, of which Poldent notifies the Client without delay. In such a case, the Client is not entitled to request compensation for non-execution or untimely execution of an order.
9. Lodging a complaint does not release the Client from the obligation to make payments for the goods within the prescribed time limit.

§4 Returns and complaints - delivery complaints

1. Delivery complaints refer to any and all irregularities related to delivery of the goods, in particular: non-compliance of the goods with an invoice / order (in terms of type and/or quantity), condition of packaging, etc.
2. The Client has the obligation to confirm the receipt of an order and check carefully its condition upon the receipt of an order in the presence of a representative of a transport company. In particular, the Client is obliged to check the compliance of the goods with the order in terms of quantity and assortment. If any irregularities are found, a written report indicating any irregularities shall be drawn up.
3. Complaints should be lodged by e-mail to persons responsible for complaint handling.
4. Any complaints, excluding the quality complaints, referred to in § 5, may be lodged within 14 days of the date of receipt of an order. After the expiry of that time limit, complaints shall not be accepted.
5. Poldent shall immediately inform the Client of the procedure and method of handling the complaint.
6. Poldent shall not be liable for losses resulting from incorrect storage of the goods by the Client (Recipient), incorrect method of transportation and other events which may have a negative effect on the delivered goods.
7. There are figurative marks, consistent with international standards, placed by producers on the packaging of the goods requiring special storing conditions. Poldent shall not be liable for the Client's ignorance of such markings.
8. Poldent shall not be liable for losses, damage or costs (indirect or direct) resulting from errors in delivery of an order or its delay caused by operation of transport companies responsible for delivery.

§5 Returns and complaints - quality complaints

1. Quality complaints refer to any and all irregularities related to technical parameters of the delivered goods and require an assessment by the producer.
2. Complaints should be lodged by e-mail or by letter. Quality complaints may be lodged within 6 months from the date of receipt of an order, otherwise the right to a claim shall be lost.
3. The Client (Recipient) shall be obliged to secure the product subject to a complaint, including a label containing information about a series number and a production date. If needed, the Client shall also be obliged to deliver the product subject to a complaint to the registered office of Poldent.

4. When lodging a complaint, it is necessary to deliver a Complaint Notification containing a precise description of the defect, contact details of a person sending a complaint from a distribution company and contact details of a doctor who worked with the goods subject to a complaint and, if applicable, conditions of storing the goods before and after opening the packaging, quantity and sterilisation method.
5. When lodging a complaint, the Client has to deliver a copy or provide - in a Complaint Notification - an invoice number issued by Poldent containing a series number of the goods subject to a complaint.
6. When lodging a complaint related to devices, a distributor should deliver a copy of its invoice issued to a final recipient (the requirement of Poldent's suppliers).
7. Instruments and devices subject to a complaint must be clean and disinfected (the requirement resulting from hygienic procedures and safety rules). If these conditions are not met, the product subject to a complaint shall be sent to the Client without handling a complaint until it is delivered again in the condition consistent with the rules of hygienic procedures.
8. If possible, devices subject to a complaint should have batteries charged, which shortens the complaint handling period.
9. In order to assess the legitimacy of a complaint, Poldent may decide about submitting the disputed product to undergo producer's laboratory tests.
10. Poldent shall not be liable for errors of the Client and errors in design and workmanship of third parties (production defects). In these circumstances, a complaint shall not be accepted.
11. Poldent shall handle quality complaints within the shortest possible time allowing to perform tests of the disputed product.

§6 Reservation of the right of ownership

1. Poldent reserves the right of ownership of the goods sold, which means that the Client becomes an owner of the goods upon payment of the full amount due for the goods, together with all additional expenses related to an order (including, in particular, delivery costs).
2. Upon declaration of bankruptcy or opening of liquidation proceedings in relation to the Client, the Client shall be obliged to mark the goods in a manner indicating the existence of the reservation of the right of ownership for the benefit of Poldent. If the goods owned by Poldent are seized in the course of enforcement proceedings against the Client's assets, the Client shall be obliged to immediately inform Poldent of this fact and cooperate in the performance of the Client's rights in relation to the entity seizing the goods.
3. The Client shall be obliged to provide Poldent with any and all information about the place where the goods covered by the reservation of the right of ownership are stored.

§7 Final provisions

1. These GTCS are governed by Polish law. English is the language of the original version of these GTCS and contracts concluded on their basis.
2. Poldent reserves the right to amend these GTCS at any time without providing reasons. An amendment to these GTCS does not affect orders placed before such an amendment. Such orders shall be executed under the existing rules.
3. The liability of Poldent under warranty for defects is excluded in accordance with Article 558 § 1 of the Polish Civil Code. Complaints shall be handled exclusively under the procedure provided for in § 4 and 5 of these GTCS.
4. In cases not regulated in these GTCS, the commonly applicable provisions of Polish law, including, in particular, the provisions of the Act of 23 April 1964 - the Civil Code (Journal of Laws of 1964, No. 16, item 93, as amended), shall apply.
5. If any of the provisions of these GTCS prove to be invalid or ineffective, it shall not affect the validity of other provisions.
6. The parties shall seek to resolve any disputes resulting from the performance of the sale contracts covered by these GTCS in an amicable manner. If a dispute may not be resolved in an amicable manner, the court having jurisdiction over the registered office of Poldent shall be competent to resolve it.