

General Terms and Conditions of Sale

FFDM TIVOLY – Manufacturing and sales of medical devices for dental use

1/ Application

These General Terms and Conditions (GTC) apply to all sales made by FFDM TIVOLY with Buyers and are supplemented by the clauses of the special conditions which may mentioned on the offers and the order. The special conditions shall prevail over the General Conditions. They cannot be changed without the express consent of FFDM TIVOLY. The invalidity of any provision of these terms and conditions shall not affect the validity of the remaining clauses.

2/ Order

Sales are perfect after express acceptance and written confirmation of the order from the Buyer, evidenced by a receipt, issued by FFDM TIVOLY. An order conveys the Customer's consent on an irrevocable basis. Therefore, orders cannot be cancelled without the express, prior agreement of FFDM TIVOLY. Consequently, if the Customer requests the cancellation of all or part of an order, FFDM TIVOLY shall have the right to demand performance of the contract and full payment of the amounts set forth therein. In the event the contract is terminated on an amicable basis, the Customer must compensate FFDM TIVOLY for all expenses incurred and for all direct and indirect consequences resulting therefrom. In addition, the installments already paid shall be vested in FFDM TIVOLY as initial compensation.

3/ Delivery – Risk transfer

Shipping, insurance, customs and handling and are at the cost, expense and risk of the Customer. Once the order is made available, all liability for risks is transferred to the Customer. The Customer must take out insurance to cover all risks related to the product as of said availability. Such insurance must include a waiver of claims by the Customer and its insurers against FFDM TIVOLY and its insurers. The immediate transfer of liability for risks shall not prevent FFDM TIVOLY from enforcing its seller's lien or its right to retain ownership of the property. In all cases, the Customer must, at its expense and under its responsibility, verify or have verified, the compliance of the products with the contract. If necessary, the Customer must issue reserves or take action against shippers within the legal time limits.

The statement "reserve made for unpacking" is not legally valid and cannot constitute a reserve. Delivery or performance dates start running as of the date FFDM TIVOLY gives its final acceptance of the order in writing. However, this time period shall not start running if the Customer has not complied with one or several of its obligations, including, inter alia, down payment if agreed to, supply of all information or necessary documents to manufacture and authorizations required, validation of plans for specific products or agreement on execution methods. Delivery and performance dates shall be suspended in the event of force majeure. Delivery or performance dates, unless otherwise specified, are given as an indication only and shall be maintained to the extent possible. Delays compared to time periods specified may in no event be used as grounds for cancellation of the order or termination of the contract, nor give rise to penalties, except if specifically provided for in the contract. Partial deliveries are authorized unless otherwise provided for in the contract.

According to customary professional practice, if special tools are manufactured, the quantities delivered may vary to quantities ordered. For small series (quantities of less than 50), customary practice dictates that + or – 10% compared to those ordered is acceptable, unless otherwise specified in the Special Conditions. The return, i.e., recovery of products and issuing of a credit slip to the benefit of the Customer shall only be valid upon the express, prior and written agreement of FFDM TIVOLY. The fact that FFDM TIVOLY agrees to the return of a given product shall not give the Customer the right to obtain the return of other products, even if they are identical. The credit note may be drawn up in connection with an order to set off the return. In the event of a product manufactured based on technical specifications requested by the Customer, these provisions shall not apply.

4/ Prices

Prices are stated in Euros, not including VAT, customs duties, shipping, insurance, packing and unless otherwise agreed, are "ex-works" at FFDM TIVOLY's (ICC Incoterms in force at the date of contract). Unless agreed otherwise, prices offered remain valid for 3 months, beyond which they may be updated taking into account changes in cost prices. Prices correspond exclusively to those products and services specified in the offer. Additional services rendered, together with additional supplies or supplies delivered during assembly shall be invoiced in addition.

5/ Payment

The payment dates and conditions shall be determined by way of contract. Payment dates agreed to by the Parties cannot be deferred for any reason that is not attributable to FFDM TIVOLY, even if the event originating the relevant payment is deferred.

VAT shall be payable immediately upon delivery in accordance with the terms of Articles 256 II and 269 of the French Tax Code. In accordance with Article L.441-6 of the French Commercial Code as resulting from the law of modernization of the economy No. 2008-776 dated August 4, 2008, known as LME, the payment date agreed between the parties to pay the outstanding amounts cannot exceed a 45-day period end-of-month or a 60-day period following the date of issue of the invoice. For the case of specific products, FFDM TIVOLY

may request a down payment of 30%, payable at the time the order is placed. The balance must be paid within 30 days from the invoicing date. Any clause or request for the purpose of setting or obtaining a payment date which exceeds this maximum period may be deemed to be abusive within the meaning of Article L.442-6 I 7 of the French Commercial Code as resulting from the law of modernization of the economy No 2008-776 dated August 4, 2008, and is liable in particular to a civil fine of up to two million Euros. Payment dates agreed to contractually cannot be unilaterally challenged by the Customer on any pretext whatsoever, including in the event of litigation. Advance payments shall be made without discounting unless specifically agreed otherwise. In accordance with Article L.441-6 Paragraph 12 of the French Commercial Code as resulting from the law of modernization of the economy No 2008-776 dated August 4, 2008, any late payments shall give rise to the application of late payment interest at the most recent refinancing rate of the Central European Bank, increased by ten percentage points and cannot be less than three times the legal interest rate. Any delay in the payment of an installment shall, at FFDM TIVOLY's discretion, entail the immediate maturity of the contractual payment and all amounts owed shall become immediately due and payable. In the event of late payment, the Supplier shall benefit from a right to retain ownership of the equipment in accordance with Article 2286 of the French Civil Code.

In case of non-compliance with payment conditions contained above FFDM TIVOLY further reserves the right to suspend or cancel delivery of current orders from the Buyer, to suspend the execution of its obligations, reduce or cancel any discounts granted to the Client. In accordance with Article L.442-6 I 8 of the French Commercial Code, all automatic debit or credit notes are prohibited. Any automatic debit shall constitute an unpaid invoice and shall give rise to the application of the provisions contained in Article 9.3 governing late payment.

6/ Seller's lien

In accordance with the 2367 and following of the Civil Code, the transfer of ownership of the products of FFDM TIVOLY the benefit of the Purchaser, will occur only after full payment of the invoice by the latter. In case of default of payment by the Buyer of all or part of the price of the order, FFDM TIVOLY reserves, until full payment, a right of ownership on the products sold, allowing him to repossess the said products. Any deposit paid by the Buyer to the Seller will be retained as lump sum compensation, without prejudice to any other actions it would be entitled to bring this fact against the Buyer.

7/ Intellectual and industrial property

Buyer acknowledges that all copyrights, brands, company names, trade names, patents and other rights attached to the product intellectual property and / or documentation (including but not limited to plans, drawings, models and derivatives) or it are and remain the property of FFDM TIVOLY, or a third party which has granted a license fee to FFDM TIVOLY. No rights are transferred to the Buyer as such. Accordingly, the buyer agrees to deposit or deposit of works protectable by copyright, patent and other intellectual property that can compete, or copy infringing copyrights, patents and other intellectual property rights FFDM TIVOLY in the territory of the Buyer or elsewhere.

8/ Confidentiality

The parties commit themselves on a reciprocal basis to a general obligation of confidentiality bearing on all verbal or written confidential information of any kind whatsoever and on any media whatsoever (reports on discussions, plans, exchange of computerized data, business activities, facilities, projects, know how, products, etc.) exchanged in connection with the preparation and the performance of the agreement except for that information generally known to the public or that becomes known to the public through other means than due to the fault or action of one of the Parties. The Parties agree to take all measures required in order to ensure that this confidentiality obligation is complied with throughout the entire duration of the contract and even after its expiration and further guarantee that all of their employees will comply with this obligation. This obligation constitutes the obligation to achieve a certain result under French law (obligation de résultat). The Parties represent and warrant that at the time the contract is entered into the contents of the contractual documents and their conditions of implementation do not make use of intellectual property rights or know-how owned by a third party. They further warrant that they are free to dispose of them without violating a contractual or legal obligation. The Parties mutually guarantee and hold each other harmless against all direct or indirect consequences of any legal action taken to incur their liability, in particular on the grounds of infringement of copyright or unfair competition.

9/ Unforeseeable event and force majeure

Neither party will be liable for failure to perform its contractual obligations when the actual execution is rendered difficult or impossible by an event of force majeure such as, but not limited to, war, mobilization, total or partial strikes, lock-outs, epidemics, transport interruptions, prohibitions or import or export impossible, fires, floods, accidents, and shortages of raw materials. Each party will inform the other party without delay of the occurrence of a force majeure of which it becomes aware and which is likely to affect the performance of the contract. If the duration of the hindrance exceeds

one month, the parties must negotiate as soon as possible to discuss in good faith the development of the contract.

10/ Warranty and liability

FFDM TIVOLY agrees to remedy any operating default originating from a defect in the manufacturing, the materials or the performance up to the limits contained in the following provisions. FFDM TIVOLY's obligation does not apply in the event of a defect originating either from a design or implementation imposed by the Customer. This warranty commitment, unless specifically provided for otherwise, shall only apply to defects that become apparent during a period of 12 months at the date of delivery. This duration is applicable to use in accordance with the information defined by the Parties.

The warranty is limited to the repair or replacement of parts acknowledged by FFDM TIVOLY to be defective which are returned to the Supplier's workshop at the Customer's expense and risk. Only the spare parts supplied, modified or revamped by FFDM TIVOLY are covered by warranty and only throughout the warranty period covering the main equipment.

In order to claim the benefit of these provisions, the Customer must promptly inform FFDM TIVOLY in writing of the defects it attributes to the equipment and supply all proof that such defects are real. The Customer must facilitate access to FFDM TIVOLY for the purpose of officially acknowledging such defects.

FFDM TIVOLY's liability is strictly limited to the obligations defined herein and with the exception of bodily injury or gross negligence, it is expressly agreed between the Parties that FFDM TIVOLY may not be held liable for any compensation, including for intangible, consequential, non-consequential or indirect damages, including inter alia, loss of profits, operating losses, loss of earnings, third party claims, etc.

FFDM TIVOLY's liability shall be limited to direct tangible damages caused to the Customer, excluding all items built in or added on by the Customer and that result from a fault exclusively attributable to FFDM TIVOLY in connection with the performance of the contract. In any event, FFDM TIVOLY's civil liability cannot exceed the amount paid for the products delivered.

All warranty and liability are excluded for incidents related to force majeure events, or in the following cases, inter alia:

- normal wear and tear of the products,
 - damage or accidents originating from negligence, supervision failure,
 - failure to comply with maintenance instructions for the products, with rules of the trade applicable to the Customer's profession, with periodic inspections recommended by FFDM TIVOLY or per regulation,
 - failure to comply with rules on safety and the environment applicable to the Customer,
 - Abnormal use of the products,
 - Lack of competence of users of the products.
- Any intervention on the products by the Customer or a third party: modifications, repairs, addition of spare parts that are not original or that are revamped without FFDM TIVOLY's express agreement shall entail the exclusion of all liability and warranty for the products. The warranty shall also cease to apply in the event the Customer fails to pay on one of the payment due dates provided for.

11/ Compliance with Technical Directives

FFDM TIVOLY shall ensure regulatory compliance of the products' components. Any intervention on the products by the Customer or a third party (not approved by FFDM TIVOLY) engages its responsibility. Therefore, it is responsible for any damage caused to products or to any third party because of rendered defective products, either by quite different conditions of storage or preservation defective or not corresponding to the specific conditions of the product or to the rules) of best practices. More generally, the Customer will be kept for person in charge of any wrongful action or omission.

12/ Disputes

These General Conditions and the contracts related hereto shall be governed by French law. In the event of export, they shall be governed by the 1980 United Nations Convention on the International sale of goods, known as the Vienna Convention, supplemented by French law.

The Parties agree to attempt to settle their disputes on an amicable basis before laying the case before the court having jurisdiction. If the Parties are unable to reach an amicable agreement, any dispute or litigation related to the contract shall be subject to the exclusive jurisdiction of the courts competent in the jurisdiction where FFDM TIVOLY's head office is located, even in the event of an impleader or multiple defendants.