

GENERAL PURCHASE CONDITIONS

EVERALL7 Sp. z o.o.

1) **DEFINITIONS** In any trade relations based on these General Purchase Conditions (GPC), the terms below shall have the following meanings: **“The Purchaser”**: Everall7 Sp. z o.o. (limited-liability company), with head office in Warsaw, ul. Augustówka 14; **“The Supplier”**: any entity providing the service of supply/sale of goods or services for the Purchaser; **“The Parties”**: the Purchaser and the Supplier; **“The Product”**: goods or services, respectively, sold/supplied by the Supplier and purchased/received by the Purchaser; **“The Packaging”**: any kind of the Product packaging; **“The Purchase Order”** (PO): any document made by the Purchaser and containing the supply terms and conditions that are integrated with these GPC; **“The Order Confirmation”** (OC): any document made by the Supplier in which the Supplier undertakes to supply the Product specified in the PO in accordance with the terms and conditions agreed and with these GPC; **“The Additional Quantity of the Product Supplied”**: this shall mean any quantity of the Product supplied in excess in relation to the order submitted on the basis of the PO; **“Contract”**: the formal or informal agreement between the Purchaser and the Supplier that incorporates these GPC; **“Chemical Product”**: the chemical product of synthetic or natural origin in its original or modified structure.

2) **SUBJECT** These GPC regulate on an exclusive any purchase of the Product made by the Purchaser .

3) **ACCEPTANCE OF THE GENERAL PURCHASE CONDITIONS** The Supplier, through the sending of the OC , undertakes to unconditionally observe these GPC throughout the entire duration of its commercial relationship with The Purchaser, and confirms to have read the GPC and to entirely accept them, knowing that he shall not be bound by any other purchase conditions without a prior authorization in writing, or null and void.

4) **CONCLUSION OF CONTRACT** The contract is deemed to be concluded if the Supplier has sent to the Purchaser a written acceptance of the PO. The contract is deemed to be concluded upon the Purchaser’s reception of the written order confirmation made by the Supplier. Any orders and/or changes are binding only if the Purchaser makes them in writing, in the form of a PO, and if the Supplier – separately for each inclusion/change of the PO – has sent to the Purchaser an Order Confirmation containing such inclusions/changes. The Supplier accepts that the PO can be sent by e-mail and by fax, to the address specified for the delivery. The Supplier undertakes to ratify any OC sent by e-mail or by fax to the address specified in the PO by the Supplier’s employees and representatives.

5) EARLY TERMINATION The Purchaser has the right to terminate the Contract, at its sole discretion, up until the moment of acceptance of the Product, with a simple written communication sent to the Supplier with the terms and conditions provided in the PO. Should the Purchaser wish to exercise its right to terminate the Contract, the Supplier expressly renounces any claim for damages or compensation.

6) ASSIGNMENT OF THE CONTRACT It is expressly forbidden to the Supplier to assign the contract, without the prior written consent of the Purchaser.

7) DELIVERY Delivery shall mean any handing over to the Purchaser, and to its disposal, of the Product specified in the PO, according to these GPC. In the case of services, delivery shall mean any execution of services in accordance with the agreements specified in the PO.

8) CONDITIONS The conditions of delivery mentioned in these GPC and in the PO shall be interpreted in accordance with the International Chamber of Commerce Incoterms 2010. If no other term is given, the Incoterms 2010 DDP Clause (Delivered Duty Paid to Purchaser's place of business) will be applied. If the Incoterms 2010 CIP Clause will be applied, the Supplier undertakes, at its own expense, to stipulate an insurance to cover also those risks that are typical for the Product, taking into consideration the type of transport used.

If the Product is delivered by a carrier, the Supplier undertakes to inform the Purchaser in writing, in due time, on the delivery of the Product to the carrier, specifying its identifying data.

The Supplier undertakes to take all efforts in order to preserve the original characteristics of the Product throughout the transportation.

The Supplier, even if it is not its responsibility and if it was differently agreed in the PO, will run the risk of loss/damage to the Product up to the moment the Product is accepted by the Purchaser, also in the case that the Product is stored/kept in the warehouse in the premises of the Supplier or nearby waiting for shipment.

As all the delivery conditions specified in the PO are binding and material for the Purchaser's activities, no anticipated or delayed deliveries will be accepted. In the case a delivery is delayed, even if the delay applies only to a part of the order, the Purchaser may, by informing the Supplier to that effect in writing, terminate the contract entirely or partly for the deliveries that have not been realized within the deadlines specified, without any prior notification. The Supplier undertakes to compensate the Purchaser for any damage and/or cost borne in relation to the delayed or anticipated delivery, with the exclusion and no prejudice to its right to any other compensation.

9) DOCUMENTS AND PACKAGING The Supplier undertakes to support the Purchaser in any request of documents, to timely receive and hand over to the Purchaser, at its own expense, all documents required for export/import purposes, in accordance with the delivery conditions agreed, and with all the Product authorizations, licences and certificates required for the purpose of safety, authorization or approval in the country/countries to which the export is directed, and to indemnify the Purchaser from any liability related to any non-compliance with the appropriate formalities and caused by action or nonfeasance of the Supplier.

In the case of Chemical Products, the Supplier will obtain and promptly send to the Purchaser, at its own expense, any certificates related to the chemical/physical analyses of the material and any inspection documents, such as laboratory analyses and declarations of conformity etc., and also the updated technical files and safety data sheets that have been modified, identifying the batch production number of the producer and/or of the Supplier for every lot constituting the Chemical Products sold/supplied and attaching the certificate of analyses for every single production batch, in order to guaranty the quality and merchantability of the Product. The packaging-related costs are part of the Product purchase price, unless agreed otherwise in writing. In the case of sale by weight, the cost of packaging will not be calculated, on the basis of weight at the same price of the Product.

The Packaging will be made in accordance with the legislative provisions in force and the experience of use according to the type of Product and the type of transport; the Purchaser shall not be held liable for any loss or damage caused by inappropriate transportation or handling. The Supplier undertakes to follow the packaging guidelines specified by the Purchaser in the PO.

In the case of pallet deliveries, the Purchaser shall preserve the right to return the pallets within 1 year from the delivery, at Supplier's expense.

10QUANTITY If the quantity of Product delivered is inferior or superior to the one ordered in the PO, the Purchaser has the right to refuse the delivery, entirely or in part.

The Purchaser, at its own discretion, has the right to purchase the additional quantity of Product supplied, under the same sale conditions on which the Product has been delivered or on conditions binding upon the delivery, by sending a PO to the Supplier. If no PO has been sent, the Supplier is obligated to collect the Additional Quantity of the Product Supplied within 30 days from its delivery; otherwise the Purchaser, at its own discretion, may utilize it, destroy it or store it, at the expense of the Supplier, or return it to the Supplier at its

own expense. By no means shall the Purchaser be responsible for the Additional Quantity of the Product Supplied and temporarily stored in its warehouse, waiting to be collected.

11) SPECIFICATIONS OF THE PRODUCT, PRODUCT'S TEST, NOTICE OF DEFECTS AND NON CONFORMITY OF THE PRODUCT

The Supplier will give prior notice of any change in the specifications of the Product, so that the Purchaser can decide if to accept it or not. Any supply of Product, whose specifications are different from those agreed, will not be justifiably accepted.

The acceptance of the Product shall take place within 15 working days from the delivery of the Product to the Purchaser's premises (which shall be confirmed by the Purchaser's warehouse document); during this period quality tests on the Product will be carried out. The Product shall be stored by the Purchaser at the expense and risk of the Supplier until its acceptance and, in case of non-conformity, until its withdrawal; the Supplier shall have the right to decide, until the Product is removed, whether any counter analysis is to be conducted. Removal of the Product and any counter analysis shall be conducted within 30 days following the date on which the Supplier was informed about the non-conformity. The Supplier's failure to carry out a counter analysis within the specified deadline shall be interpreted as acceptance of the analysis carried out by the Purchaser. Besides, the Supplier's failure to remove the Product within the specified deadline shall be interpreted as authorization to the destruction/sale/utilization of the Product at the expense of the Supplier.

If the Product is inconsistent with the PO, on the basis of a chemical batch analysis and/or the technical data sheet of the Supplier and/or the specifications indicated by the Purchaser, the latter may raise claims against the quality or hidden defects of the Product, within a reasonable period following the date on which the Product test was performed or within 90 days following the Purchaser's discovery of any hidden defect, in any case after the Product has come into use. The Purchaser shall send to the Supplier, not later than on the 30th of September of each year, an annual report concerning the non-conformities of the Product that were discovered in the previous calendar year. No reply to the non-conformity report within 2 months following its submission to the Supplier shall be deemed as acceptance of it, and all the related costs, expenses and compensations shall be borne by the Supplier. The Product delivered, but not accepted by the Purchaser, shall be immediately changed or modified at the expense of the Supplier, unless the Purchaser wishes to purchase such product from another supplier at its own expense. The Supplier shall subject the Product that was replaced as a result of the Purchaser's claim to a new quality test.

The Supplier undertakes to include in the Purchaser's order all tools, equipment, services and materials required for the performance of the Product quality test. The acceptance of the Product and the quality test performed by the Purchaser shall by no means waive the Supplier's obligations under the Contract and, in particular, the Supplier's responsibility for any non-conformities of the Product under the claim.

The Supplier shall cooperate with the Purchaser in all activities required to carry out the quality control of the Product, so that the Purchaser is capable of performing the Product tests and analyses in accordance with the delivery procedure described in Article 7.4 of UNI EN ISO 9001:2008.

12) FAULTS AND WARRANTIES The Supplier guarantees that the Product complies with applicable Polish rules and European regulations.

The Supplier guarantees that the Product is made in accordance with the description indicated in the PO, in the Purchaser's technical specifications, in the Supplier's technical data sheet and/or also in the laboratory analyses provided with every single production batch, and in the other documents deemed necessary for its common use, that is not under retention of title of any kind and that it is at the disposal of the Purchaser.

The Supplier shall perform its activities with due diligence, in order to guarantee that a safe Product is delivered that, following normal conditions of use, poses no risk or such risk is minimum related to the use of the Product (also after its obvious use) or is deemed acceptable observing a high level of health and human safety, with particular consideration to the destination of the Products in the dentistry and orthodontics sector. The Supplier shall also hand over to the Purchaser any information that is required and useful in the identification and protection from the risks derived from the normal use of the Product.

The Supplier warrants the Product against all faults or quality defects that are caused by design, material or work faults.

In the case of Chemical Products, if no express deadline date is indicated at the time of the OC or the delivery, it will be equal to no less than 5 (five) years from the delivery date. However, the expiration of the Product will not be inferior to two thirds of its useful life calculated from the date of production. If no best-before date of the Product can be specified in the OC or in the delivery, the best-before date is deemed to be unlimited.

The Supplier undertakes to cooperate with the Purchaser in the managing and solving of any possible claims concerning the Product that relates to the Purchaser's delivery of the Product to its clients, also if the claims in question come from abroad.

If the Supplier fails to repair the fault in due time, pursuant to this clause, or if such Supplier's repair is for any reason impossible, the Purchaser shall repair the fault itself or through another supplier, at the expense of the Supplier.

13) PRICE AND PAYMENT The price of the Product shall be fixed according to the price list approved by the Supplier, with the price validity period specified.

The payment shall be done on the terms and conditions and in the manner specified in the OC unless decided otherwise, in PLN, EUR or USD.

The Supplier shall send to the Purchaser an invoice indicating the quantity and the price specified in the PO, including the code, the description and the delivery date of the Product; should there be any discrepancy between the information indicated in the PO and in the invoice, the PO information shall prevail.

Should the Parties have agreed a discount or a bonus in relation to the exceeding of a ordered quantity of the Product, the Supplier shall draw up a credit note to the Purchaser within 7 days after the ordered quantity of the Product was exceeded; should the Purchaser not receive such credit note within the specified deadline, the Purchaser shall send a debit note to the Supplier.

14) TERMINATION The Purchaser has full right to terminate the Contract concluded on the basis of the PO at any time, through written notice sent to the Supplier, in which is stated its intention to use this termination clause, in the event that one or more obligations pursuant to Articles 3, 4, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 21 or 22 have been breached. The Purchaser has also the right to terminate any pending delivery if it has notified the Supplier in writing that any obligation, even not listed in the articles above mentioned, has been breached and if the Supplier has not eliminated such breach within the term specified in the Purchaser's notification. The Purchaser has also the right to terminate any of the pending deliveries, without a prior notice in writing, if the Supplier has subcontracted the production of the Product ,or if it has gone bankrupt or in any other insolvency procedure.

15) FORCE MAJEURE If the Purchaser and the Supplier cannot meet any of the obligations agreed due to an uncontrollable event, for example fire, flood, war or strike, that could not be foreseen, avoided or overcome using the ordinary diligence, they shall not be obligated to compensate for any damage or cost. The party incapable of meeting its obligations shall inform the other party immediately in writing, estimating the duration of the incapability, and it shall take all efforts to avoid any other delays and meet its obligations. When the event invoked lasts more than one month, each party is entitled to terminate the Contract with no obligation to

compensate for damages.

16) KNOW-HOW The Supplier undertakes not to reveal or betray any know-how-related information to any third party, nor any information, expertise or knowledge concerning the business of the Purchaser that the Supplier learnt during the negotiations, during the realization of the Contract or during business meetings, nor any information concerning the composition of the Product, its installation and the manner of production, the company's other assets, as well as the organization of the production process and of the other business activities, the company's services, its commercial initiatives, its clientele, the company's management and administration, its relationships with third parties, etc. Any information mentioned above shall be deemed confidential and shall not be used, directly or indirectly, by the Supplier, unless for correct performance of the Contract. The Supplier undertakes to take all efforts to keep the said information secret and undertakes to reveal it only to its employees, business partners or advisors who must know such information to be able to perform the Contract. During the term of the Contract, and after its termination, the Supplier undertakes not to reveal, publish or betray, duplicate, disseminate or use, in any manner whatever, any know-how of Purchaser's property. The Supplier guarantees that it is not aware of any industrial or intellectual property right of third parties, whose goods or services could interfere. . In any case, the Supplier indemnifies the Purchaser from any third party's claim related to the breach of its intellectual or industrial property rights during the delivery of the Product.

17)INSURANCE, LICENCE, PRECAUTIONS The Supplier undertakes to buy an insurance policy covering the activities of its employees and business partners.

18) LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY The Supplier undertakes to indemnify the Purchaser and to buy an adequate insurance policy covering any event and pecuniary loss related to any third parties' actions or caused by a defective Product. The Supplier undertakes to not object to the exclusion of the Purchaser from any possible legal action related to this matter.

19) LANGUAGE The original version of these GPC is in Polish language. In case of translation in another language of these present GPC, for any dispute arising on the interpretation of them, the Polish text prevails.

20) GOVERNING LAW These GPC are governed by the law of Poland.

21) Any dispute arising from the relations between the parties hereto shall be defined according to the Arbitration Rules and the Internal Regulations of the European Arbitration Tribunal. Any arbitration shall take

place in Warsaw. The arbitration shall be conducted in Polish and the material law of Poland shall apply, with the express exclusion of the application of the Vienna Convention on the International Sale of Goods.

22) PRIVACY CLAUSE The Purchaser declares that it agrees for its personal and company data to be subject to the GPC provisions, within the limits and for the purposes related to the realization of the contract, and to be revealed to the public and/or to private persons who cooperate with the employees or representatives of the Purchaser in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679, as amended.