

Z-SYSTEMS AG'S GENERAL TERMS OF SALE (TERMS)

I. GENERAL TERMS

1. For the sake of simplicity and better readability, only the masculine form is used in these General Terms of Sale (hereinafter: Terms). However, the terms always refer to persons of all genders.
2. These Terms govern the relationship between the purchaser and Z-Systems AG (hereinafter: Z-SYSTEMS) (the purchaser and Z-SYSTEMS together: the contracting parties) and apply to all offers, deliveries and other services of Z-SYSTEMS. These Terms shall apply for the entire duration of the business relationship of the contracting parties.
3. These Terms apply in their version valid at the time of the conclusion of the contract.
4. In the event of any inconsistency, these Terms shall prevail over any other agreement or understanding between the contracting parties unless Z-SYSTEMS has expressly confirmed in writing that a different agreement or understanding shall prevail over these Terms. This also shall hold true if, in knowledge of purchaser's terms contrary to or different from these Terms, Z-SYSTEMS performs a delivery to the purchaser unconditionally.
5. General terms and conditions of the purchaser shall not apply, even if Z-SYSTEMS does not object to their application in each individual case.

Should any provision of these Terms be or become wholly or partially invalid or illegal, the validity of the remaining provisions hereof shall not be affected. In place of the invalid or illegal provision, the contracting parties agree on a provision that approximates as closely as possible to the wholly or partially invalid or illegal provision in legal and economic terms. The same shall apply in the event of a necessary addition.

II. FORMATION OF CONTRACT

1. Z-SYSTEMS' information and data regarding products, prices, delivery times etc. on the website, in the online shop, in brochures, product/price information sheets etc. shall be without obligation to Z-SYSTEMS and shall not be considered binding offers. Goods will be sold only in the quantities usual in practice.
2. A contract between the contracting parties is only concluded once Z-System confirms the order by the purchaser in writing (by letter, fax or e-mail) or ships the goods with the original invoice and delivery note.
3. Side agreements, verbal statements by employees or representatives as well as changes to confirmed orders (including changes to delivery items) require written confirmation by Z-SYSTEMS to be effective.

III. RESERVATION OF RIGHT TO MAKE CHANGES AND DOCUMENTS

1. Z-SYSTEMS reserves the right to make changes to the design and materials compared with the product description on the website and in brochures, insofar as the use of the goods required under the contract is not materially or adversely affected and the change is reasonable for the purchaser.
2. Z-SYSTEMS reserves all property rights, copyrights, design and trademark rights, and industrial property rights (including the right to register these rights) to cost estimates, illustrations, drawings and other documents; the documents listed may only be made accessible to third parties if there is an evident lack of need for secrecy.

IV. PRICES

1. Z-SYSTEMS' website, price lists and brochures contain non-binding information and recommended retail prices. The price specified in the written order confirmation of Z-SYSTEM shall be deemed to be the binding price. If no written confirmation is given, the price in the preliminary invoice shall be deemed to be the binding price.
2. All prices are net prices ex works or ex warehouse (EXW Incoterms® 2020) in Swiss francs (CHF). Value added tax, additional services provided by Z-SYSTEMS and expenses (e.g., taxes, duties, fees, shipping, import and other permits, customs duties etc.) will be added to the net price, have to be borne by the purchaser (regardless where they have been levied) and may be invoiced separately and retrospectively.
3. If the information delivered or documents produced by the purchaser (e.g., drawings, specifications, contact details, etc.) do not correspond to the actual circumstances or if the purchaser does not inform Z-SYSTEMS about relevant facts likely to affect the execution of the order, then all costs arising from the necessary changes to the order shall be to the purchaser's account.
4. Z-SYSTEMS expressly reserves the right to alter prices unilaterally until the moment of sending of the goods, e.g., due to price increases by suppliers, price increases for raw materials, exchange rate changes or delays in delivery.

V. DELIVERY DATES AND PASSING OF RISK

1. The benefits and risk in the goods shall pass to the purchaser when the delivery leaves the factory or the warehouse (place of performance) at the latest.
2. Deliveries are made to the purchaser's specified address at the purchaser's expense. Delivery shall be deemed effected upon signing of the delivery note (issued by Z-SYSTEMS, post office, FedEx etc.) or when the delivery otherwise becomes accessible to the purchaser, respectively; independently of this, passing of benefits and risk shall take place in accordance with Clause V.1 above.
3. Z-SYSTEMS chooses the shipping method at its own discretion, without engagement for the safest, fastest and/or most cost-effective shipment. Transport damages are to be reported to Z-SYSTEMS as well as the delivering carrier in writing immediately, at the latest, however, within five (5) days upon delivery of the goods.
4. The delivery date or time shall only be binding if confirmed in writing by Z-SYSTEMS with the order confirmation. Agreed delivery dates shall not be deemed firm dates in accordance with article 108 no. 3 of the Swiss Code of Obligations. If a delivery time has been agreed, the deadline shall in no case commence before the purchaser has successfully transmitted to Z-SYSTEMS all information necessary for delivery. The delivery time shall be deemed to have been complied with if the circumstances giving rise to the passing of risk in accordance with Clause V.1 above have occurred within the agreed period.

5. Z-SYSTEMS is entitled to make partial deliveries. Partial deliveries may be invoiced individually by Z-SYSTEMS.
6. If delivery is delayed for any of the reasons stated in Clause V.8 below, the delivery time shall be extended appropriately, even within the delay, taking all the circumstances into consideration.
7. If the purchaser does not accept delivery on the agreed date, the purchaser must nevertheless observe the payment deadline in accordance with Clause VII.1 below. Z-SYSTEMS will store the goods concerned at the purchaser's risk and expense. Passing of risk shall take place in accordance with Clause V.1 above.
8. All contractual obligations of Z-SYSTEMS towards the purchaser shall be suspended as long as the performance of the service (incl. delivery) is substantially impeded or impossible for reasons for which Z-SYSTEMS is not responsible (e.g. force majeure or other circumstances such as war, civil war, terrorist attacks, labor disputes, strikes, lockouts, epidemics, pandemics, closed borders, official decrees, fires, mobilization, embargo, prohibition on currency transfers, uprising, riot, lack of means of transport, restrictions in the power supply). The contractual obligations of Z-SYSTEMS shall further be suspended in the event of delays for the following reasons:
 - Non-availability of tools, parts and/or raw materials on the market;
 - Purchaser's acts or omissions, in particular, if purchaser does not fulfil its obligations relating to the delivery or does not do so on time.

VI. WARRANTY AND LIABILITY

1. Scope of Warranty and Warranty Period

This warranty (the "**Warranty**") from Z-Systems AG, Oensingen, Switzerland ("**Z-SYSTEMS**"), applies to the implants, abutments, drills, instruments and accessories manufactured and distributed by Z-SYSTEMS (the "**Product**") and exclusively to the benefit of the purchasing physician/dentist (the "**User**"), subject to the limitations and exceptions of this Warranty outlined below. Any person or entity other than the User, including patients, laboratories or intermediate suppliers, are excluded from and may not derive any rights from this Warranty. For implanted Products, the Warranty has no contractual limit date, so that the statutory provisions on statute of limitations apply, whereas in case of non-implanted Products the Warranty is limited to a 24 months period starting on the day of delivery to the purchaser. However, any warranty claims shall expire as soon as the purchaser makes changes to the delivered product without the written consent of Z-SYSTEMS.

2. Type of Warranty

Provided all Warranty conditions are fulfilled (see Section 3 below), Z-SYSTEMS will replace the Product with the same or a substantially equivalent Product. Any other remediation or warranty rights of User or third parties are excluded.

3. Warranty Conditions

Z-SYSTEMS hereby warrants that, if any Product is defective as a result of defective craftsmanship or defective material used, if the precision of the dimensions or physical or mechanical characteristics confirmed in writing by Z-SYSTEMS are not true (such defects together, the "**Defects**") and Z-SYSTEMS receives this completed Warranty Questionnaire during the Warranty period set out in Section 1 and the conditions set forth on page 1 of this Warranty Questionnaire and in the following paragraph are all fulfilled, Z-SYSTEMS will replace the Product with the same or a substantially equivalent Product. A Warranty claim exists only if all of the following Warranty conditions are individually and collectively met and documented:

- 3.1 Z-SYSTEMS Products have been used exclusively and not in direct or indirect combination with any other manufacturer's products;
- 3.2 Return of the Product in autoclave sterilized condition (or disinfected if delivered as such) within the time stated in item 3.6 below;
- 3.3 Full compliance with and application of instructions (in the IFU, among others) valid at the time of treatment as well as recognized dental procedures, during and after the treatment;
- 3.4 Good oral hygiene of the patient and monitoring thereof by the User;
- 3.5 Products were indicated and no contra-indicated conditions existed for particular patient;
- 3.6 Filing of a completed and signed Warranty Questionnaire within thirty (30) days from the date on which a claimed Defect was discovered and receipt by Z-SYSTEMS of the completed and signed Warranty Questionnaire and the returned Product during the Warranty period set forth above;
- 3.7 For customized Products, the User has provided Z-SYSTEMS with the design data;
- 3.8 No changes or modifications have been made to the Product, in particular not by the User;
- 3.9 User making a claim under this Warranty must have paid all amounts due to Z-SYSTEMS at the time when the Warranty Questionnaire is submitted;
- 3.10 The User must examine the Products delivered immediately upon receipt. This examination shall, in particular, comprise the material used, the appearances of the Product, the quality of its execution, the precision of the dimensions, the fineness and the physical and mechanical properties. The User must advise Z-SYSTEMS in writing in the Z-SYSTEMS Warranty Questionnaire of any defects within fourteen (14) days from receipt of the Product and provide details. Should the User fail to do so within the fourteen-day period, the Product delivered shall be deemed free from all defects and accepted.
- 3.11 In case of Products that are implants, a Warranty is only given for fractures occurring after a successful Implantation.
- 3.12 A Z-SYSTEMS' sales representative has accompanied you on your first operation, or you have a written confirmation that you have attended a Z-SYSTEMS training course within the 6 months prior to the first use of one of our Products.
- 3.13 Unopened implants are eligible for exchange under this warranty if the date of the exchange claim is more than one (1) year from the expiration date. To qualify for an exchange, the implants must be in identical condition to when they were received, meaning the packaging must not be altered or damaged and the sealing sticker must remain intact.
- 3.14 The Warranty covers up to :
 - 100% of the costs of the Product if the personal implantation rate of the User is greater than 90%
 - 50% of the costs of the Product if the personal implantation rate of the User is lower than 90%

Transport costs, the cost of return shipment and transport risks in connection with any Product returned to Z-SYSTEMS in accordance with item 3.2 above or otherwise shall be borne by the User.

4. Limitations of Warranty and Liability

4a) Limitation of Warranty

This Warranty is the only warranty provided by Z-SYSTEMS or any of its affiliates. Warranty /claims for any other defects than Defects according to Section 3 above are excluded to the fullest extent legally permitted. In particular, the following is excluded from the Warranty:

- any associated costs, including but not limited to chair time as well as laboratory and clinical or any other treatment related fees;

- defects and faults for which Z-SYSTEMS is not responsible, including, but not limited to, natural wear and tear, force majeure, improper treatment or improper use of the Product, errors when using them, failure to observe the indication recommendations, non-compliance with Z-SYSTEMS' instructions (by the User or the patient), incorrect loading/overloading (which may result in breaking or loss of an implant), interventions by the purchaser or third parties, unsuitable equipment, extreme environmental influences or aesthetic defects that do not hinder the functionalities;
- defects and faults resulting from an accident, a trauma or that are caused by the patient or a third party;
- defects and failures due to normal wear and tear;
- single-use instruments;
- matrices, inserts and cutting instruments (since these are subject to expected wear during intended use);
- In case of the Product being a drill, instrument or accessory, the Warranty only covers the instruments if they have been used fewer than 20 times. The usage of instruments will be estimated based on the number of implants sold to the User. The User may contest this estimation by providing proof that not all purchased implants were used.
- zero-day implant failures because of e.g. implantation in patients with known contraindications to successful osseointegration of the implant, insufficient primary stability and/or wrong implant size selected, and / or inappropriate handling (e.g. implant drops on the floor) etc.

For the avoidance of doubt, this Warranty, and the benefits and remedies set out herein, shall be exhaustive with respect to the Product, and shall exclude any other rights, benefits and/or remedies. In particular, any other claims by the User based on defective delivery, in particular, for damages, indirect or consequential harm (including, but not limited to, lost profit) caused by a defect and withdrawal, shall be excluded.

No guarantees or assurances are granted. There are no explicit or implicit representations, except for those which are expressly confirmed in writing (in the sense of the Swiss CO) by Z-SYSTEMS.

Neither Z-SYSTEMS, nor any of its affiliates gives any warranty, representation or guarantee on products supplied by third parties, components, parts or semi-finished products.

4b) Limitation of Liability

1. To the extent permitted by law, Z-SYSTEMS excludes any liability for damage incurred as well as indirect, punitive and consequential damage (including, but not limited to, loss of profit, loss of use, loss of revenue and reputational damage) to the User and any third parties. Moreover, the limitation of liability according to Article VI. of Z-SYSTEMS General Terms of Sale applies.
2. If an exclusion of the liability is not permitted based on compulsory law and there is nevertheless cause for Z-SYSTEMS to be liable for damages, such liability shall be limited to damage foreseen by Z-SYSTEMS when concluding the contract as a possible consequence of a breach of contract or which it ought to have foreseen taking into consideration the circumstances known to it or that Z-SYSTEMS must have known, exercising due care and attention. Compensation for indirect damage and consequential losses resulting from defects in the Products (if and to the extent a full exclusion would be against compulsory law) shall be due only if such damage is typically to be expected when the delivery item is used for its intended use.
3. Any obligation on the part of Z-SYSTEMS to compensate shall in all cases be limited to the amount per occurrence of damage corresponding to the purchase price for the concrete Product in question; this shall apply even in the case of a breach of essential contractual obligations.
4. The above liability exclusions and limitations shall apply to the same extent to the directors, executive bodies, legal representatives, employees, workers and agents of Z-SYSTEMS as well as to any affiliates.
5. If Z-SYSTEMS provides technical information or acts as a consultant and such information or advice is not part of the contractually stipulated scope of supply which it owes, this shall be deemed to be done without payment and excluding any liability.

5. Applicable Law and Place of Jurisdiction

The Z-SYSTEMS Warranty is exclusively governed by the substantive laws of Switzerland . This shall apply in particular even if the User has its registered office in another country.

The provisions of the Vienna Convention (UN Convention on Contracts for the International Sale of Goods dated 11 April 1980) are explicitly excluded.

The place of jurisdiction for judgment of all disputes between the Z-SYSTEMS and the User, their authorized agents or successors shall be Z-SYSTEMS' registered office in 4702 Oensingen (Canton of Solothurn, Switzerland).

6. Modification or Withdrawal

Z-SYSTEMS may modify or terminate this Warranty at any time in whole or in part. Modifications to or the withdrawal of the Warranty will not affect the Warranty given for Z-SYSTEMS Products installed and fully paid prior to the date of the modifications or withdrawal of Warranty.

1.

VII. PAYMENT TIMES AND TERMS

1. The purchaser shall pay without deductions within 30 days of issue of the invoice/delivery. If the customer is already in default with the payment of a previous delivery, the invoice amount is due immediately (invoice date) without any deduction.
2. Partial payments or advance payments must be agreed in writing beforehand.
3. The place of payment shall be Z-SYSTEMS' registered office. Cash payment, cheque, bank transfer, postal transfer etc. will be accepted as means of payment. Offsetting shall be excluded unless the purchaser's counterclaims are established in a final court judgement or acknowledged by Z-SYSTEMS in writing. Payments must be made irrespective of any complaints about defects in the delivery. Z-SYSTEMS is entitled to refuse to remedy defects as long as the purchaser fails to honor its payment obligation. The purchase price shall be payable even if the purchaser delays taking delivery of the goods.
4. Z-SYSTEMS reserves the right to demand advance payment in the amount of the order value in the following cases:
 - a) orders where the value of the goods is CHF 20 000.00 or more (exclusive of VAT).
 - b) if the purchaser still has invoices outstanding from previous orders.
5. If the purchaser is in arrears with a payment Z-SYSTEMS may refuse any delivery as well as any other performance until full payment has been made, even if different terms of payment and delivery were stipulated when concluding the contract.
6. Default in payment by the purchaser shall cause all Z-SYSTEMS' claims against that purchaser to become due immediately. Failure to adhere to terms of payment shall entitle Z-SYSTEMS to withdraw in accordance with Arts. 107 ff. and 214 of the Swiss Law of Obligations and to claim compensation/damages. Z-SYSTEMS shall also be entitled to withdraw from the contract and demand that the purchaser surrender the item if it passed into the latter's possession before payment of the purchase price. Further, Z-SYSTEMS may hold back further (partial) deliveries or make them conditional to pre-payment of the purchase price.
7. If it becomes apparent that Z-SYSTEMS' claim for payment could be endangered due to a lack of solvency or the purchaser's insolvency, Z-SYSTEMS may refuse to perform its contractual obligations as well as any actions preparatory to performance until these services are secured by a bank guarantee or other security on the part of the purchaser. If such a guarantee or security is not furnished within an appropriate time, Z-SYSTEMS may wholly or partly withdraw from the contract and demand compensation/damages for non-performance.
8. Payment shall be made in Swiss francs (CHF) unless otherwise agreed.
9. When an invoice becomes due, which is synonymous with expiry of the time for payment pursuant to Clause VII.1 above, the purchaser is then in default without any further reminder from Z-SYSTEMS. From that date the purchaser shall pay default interest of 5 % per annum. Reminder charges of CHF 20.00 will be invoiced for each reminder. This shall not affect Z-SYSTEMS' right to claim a greater loss.

VIII. RETENTION OF TITLE

Z-SYSTEMS shall remain the owner of its entire delivery until the purchaser has discharged all its contractual obligations, in particular full payment of the purchase price and incidental expenses. Z-SYSTEMS shall also be entitled to have the retention of title entered in the corresponding register, to which the purchaser hereby expressly consents and for which the purchaser will bear the cost. Prior to transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without the express consent of Z-SYSTEMS.

IX. DATA PROTECTION

Z-SYSTEMS undertakes to protect the privacy of all persons purchasing directly from Z-SYSTEMS or in shops operated by Z-SYSTEMS and to treat personal data as confidential. The basis for this shall be the legal provisions in force at the time, such as the Federal Data Protection Act dated 19 June 1992 and the Telecommunications Act dated 30 April 1997. Data received from the purchaser will be primarily collected, processed and used for the purposes of the contract.

For details, please refer to the Z-SYSTEMS Data Protection Policy available on the website. If and insofar as Z-SYSTEMS uses the data for advertising, market research or opinion poll purposes, Z-SYSTEMS' customers shall have the right to object at any time to such use.

In any event, the Z-SYSTEMS data protection, in its current version available on the website (<https://zsystems.com/en/info/privacy-policy>), applies.

X. INTELLECTUAL PROPERTY

The Terms and any further agreements or understandings shall not be construed as transferring Z-System's intellectual property rights in the goods to the purchaser. Z-SYSTEMS shall remain the exclusive owner of the intellectual property in the goods. Furthermore, all rights in all representations, plans, calculations and other documents produced by Z-SYSTEMS shall remain with Z-SYSTEMS.

XI. ADDRESSES

1. Business address:

Z-SYSTEMS AG, Werkhofstrasse 5, 4702 Oensingen

Tel.: +41 (0) 62 388 69 69

2. Z-SYSTEMS Customer Service Department: E-mail: support@zsystems.com

3. The return address for implants and instruments can be found on the delivery note.

XII. CHOICE OF LAW AND PLACE OF JURISDICTION

1. The legal relationship between the contracting parties shall be governed by Swiss substantive law exclusively. This shall apply in particular even if the purchaser has its registered office in another country. The provisions of the Vienna Convention (UN Convention on Contracts for the International Sale of Goods dated 11 April 1980) are explicitly excluded.

2. The place of jurisdiction for judgment of all disputes between the contracting parties, their authorized agents or successors shall be Z-SYSTEMS' registered office in CH-4702 Oensingen (Canton of Solothurn, Switzerland).

August 22 in 2024