

Delivery and Payment Terms and Conditions of Zimmer Dental Ltd. (ZimVie Group Company, hereinafter referred to as “ZimVie”)

1. General provisions

The following terms and conditions are applicable to all our current and future offers and to contracts entered into with us. Divergent and contrary business and purchase terms and conditions of the customer are not accepted, unless we authorize them in writing.

2. Contract establishment and content

2.1. A contract exists only after we have made any of the following actions: 1) issue a written confirmation of order; or 2) upon delivery of the products. If a written confirmation of order is issued, such confirmation shall constitute the only authoritative version of the contract contents.

2.2. We reserve the customary trade changes with respect to illustrations, descriptions, drawings, and measurements in our brochures, catalogues, and offers provided that 1) the contract purpose is not thereby essentially changed; 2) the quality of the reference materials is not altered and 3) the changes are reasonable for the customer.

3. Price and payment terms and conditions

3.1. Our prices are expressed in Euros. Sales tax, local tax, customs and the costs of packing, insurance, and carriage are to be paid by customer and in addition.

3.2. The price agreed between the parties shall be the one indicated in the order confirmation or, in case that the product has been delivered without order confirmation, the one reflected in the delivery note.

3.3. All prices are based on cost factors at the time of order or confirmation of order. If unpredictable increases in labor costs or costs of material occur after the date of placement of order or confirmation of order, and if these increases lead to an increase in our procurement prices or costs, thus the execution of the order is excessively onerous, then we are entitled to adjust our prices in accordance with the cost increases. We will notify you accordingly.

3.4. The price adjustment provision of subsection 3.3 does not apply if the price has been explicitly confirmed as a fixed non reviewable price.

3.5. Unless otherwise agreed with the customer, invoices are due and payable within 30 days from the date of the invoice. A discount on new invoices is not permissible so long as older invoices have not yet been paid or have not been paid in full.

3.6. When payment is not made within the agreed deadline or if circumstances exist that confirm the customer’s inability to pay the invoices on time, we are entitled to perform pending orders only against advance payment, or to make performance contingent upon issuance of a security guarantee, or to suspend any delivery or order made, or to terminate this contract. The aforesaid shall not derogate our rights to any other remedy applicable by law or this contract.

3.7. In case of default of payment by the customer, we may charge default interest on overdue sums at the applicable statutory rate that we are entitled to claim for late payments on a daily basis until payment is received

3.8. The customer may offset our claims only against undisputed or legally confirmed counterclaims.

4. Delivery; shipment

4.1. Delivery deadlines and terms are governed by the agreements made in the individual case. A delivery deadline has been met if the shipment is given to the carrier or shipment readiness has been established and reported.

4.2. Events that are unforeseeable, unavoidable and outside our control and sphere of influence and for which we do not bear responsibility, such as acts of God, war, natural disasters, strike, lockout stock shortage due to health authorities inspection or product recall and other similar events or causes release us from our obligation to perform the contract within the agreed deadline and to the extent such obstacles continue to exist. With regard to products that we do not produce ourselves, our obligation to deliver shall be subject to our correct and timely receipt of such products from our suppliers. We shall inform the customer of any obstacles pursuant to this Section 4.2.

4.3. We are entitled to make partial deliveries provided the products covered by the order are not immediately available.

4.4. In the event of a delay in customer reception of the products for which the customer is responsible, we will be compensated for damages caused to us, including any additional reasonable expenses.

4.5. Unless otherwise agreed between the parties, (i) we shall deliver the products to the customer at its premises, organizing the transport and bearing the risk on the products until they are delivered to the customer and (ii) the customer shall bear the cost of the transport.

4.6. In the event of products manufactured by third parties, the products may be delivered directly to the customer by the third-party manufacturer, subject to the third party's terms and conditions of delivery.

5. Retention of title

5.1. We retain title to the products we supply until we have received the full

purchase price for said products.

5.2. If the customer does not pay the purchase price of the products on time, we (or any person on our behalf) will be entitled to the immediate return of the products and customer hereby irrevocably authorizes us to recover the products and to enter the premises of the customer for that purpose. Demand for or recovery of the products by us does not affect other legal rights we may have.

6. Conditions for returns and exchanges

6.1. Without prejudice to the rights existing under Section 7, all ZimVie dental products, except products that require special storage conditions such as membranes, biomaterials and human tissue products (or regenerative products), are accepted for return and/or exchange if:

- The sterile packaging of the returned products has not been opened,
- The products are in saleable condition (products that are no longer part of ZimVie product range cannot be exchanged) I; and
- The products have a shelf life of at least 6 months.

6.2. If above conditions are met, ZimVie will provide full credit (through the issuance of a credit note or a rectificative invoice) for products returned within 30 days from delivery date or product exchange as specified in Section 6.3 and 6.4 below.

6.3. The customer may only return the products to exchange them for other products of the same category (e.g., implants for implants, implant prostheses for implant prostheses, etc.).

6.4. Products that form part of a special offer shall not be credited (whether through the issuance of a credit note or a rectificative invoice) but they will be accepted for exchange. Products that form part of a kit may neither be credited (whether through the issuance of a credit note or a rectificative invoice) nor exchanged.

6.5. Products are returned at the cost and risk of the customer. They must be returned to ZimVie distribution center or local warehouse by a traceable delivery method (e.g courier service such as UPS, DHL, Fedex, TNT, etc). The reason for the return must be indicated.

6.6. Only in the case where the products need to be returned to us due to our error in the preparation and/or delivery, we will bear the cost and risk related to the return of the products. In these cases, we will need to authorize and organize the pickup of the products.

7. Warranty

7.1. As far as dental implants and restorative components are concerned the customer will have the rights and benefits foreseen in the [Lifetime Implant Warranty Program of the manufacturer](#): The limitation of liability clause foreseen in Clause 8 of the referred manufacturer’s warranty shall apply to the extent permitted by the law applicable to these terms and conditions. The Lifetime Implant Warranty Program applies to all products implanted on or after January 1, 2016

7.2. The Lifetime Implant Warranty Program referenced in condition 7.1 above only covers the dental implants and restorative components listed in said program. Any other products distributed or supplied by ZimVie (including but not limited to products manufactured by third parties) are expressly excluded from the said warranty and the following shall apply:

- The products will have the manufacturing warranty according to the warranty document that accompanies each product, in the event that the product is not accompanied by a warranty document, the warranty offered by the manufacturer of the product as stated on its website.
- If during the warranty period the products are proven to be defective and it is covered by the relevant warranty, the customer must inform us immediately explaining the defects and returning to us the defective products. Before returning the products, the customer must sterilize the same.
- At our discretion and depending on the rights offered to each product Warranty, we may furnish defect-free replacements or issue a credit note or a corrective invoice for the value of the defective products. These shall be the sole remedies for the customers.
- If the products are proven to be defective, we shall bear the costs to return the products.
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8. Liability

8.1. We shall only be liable, whether as a result of breach of contract, tort or otherwise, for: (a) direct damages caused by an attributable and negligent breach of a material contractual obligation, but only up to the amount of the invoice value of the relevant product that gave rise to the liability; (b) any damage or loss to the extent it is caused by our intent or willful recklessness; (c) any liability that cannot be excluded under mandatory law (in particular, product liability laws) and (d) culpably caused personal injuries (that is, with negligence).

8.2. We will not have any other liability. In particular, we shall not be liable

for any indirect damages which include but are not limited to: (i) any loss of profits, revenue, anticipated savings or loss of data or (ii) any indirect loss which are not directly the result of an event causing the damage.

- 8.3 Likewise, we shall not be liable for damages occurring as a result of unskillful processing of our products or combination of our products with third-party components if operating instructions and references to our user instructions and manuals are ignored in the processing and combining. This applies particularly if our products are combined with third-party supplier components that are not certified by us for this purpose.
- 8.4 As the products are intended for the use by the customer, ZimVie disclaim any liability arising from the resale of the products by the customer.
- 8.5 The products are intended for Customer use. Furthermore, the Customer acknowledges and agrees that (i) the distribution and re-sale of the products is a regulated activity and, as such, the distribution and commercialization of the products is subject to having an authorization from the relevant authorities and (ii) Customer may not lawfully resell the products unless Customer holds the relevant authorization to do so. In the event of non-authorized resale of our products, we reserve the right to take any action we deem necessary for compensation of damages caused to us, including the right to cancel any order and stop selling our products to the non-complying Customer. We fully disclaim any liability arising out of the resale of our products.

9. Closing provisions

- 9.1 If any of the products sold by ZimVie require the use of software to operate ("Software"), the purchase of such product shall be subject to additional terms and conditions specific to the use of the Software which the customer must accept at the time of installation.
- 9.2 If one provision of the contract is or becomes null and void, the validity of the other provisions of the contract shall not be affected.
- 9.3 The contract shall be governed by the Laws of the State of Israel expressly excluding any conflict rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 9.4 The exclusive jurisdiction and venue with respect to any dispute or controversy related to the contract entered into between us and the customer shall be the competent court residing in Tel Aviv. In our discretion, the customer may also be sued before the Courts and Tribunals of its domicile.
- 9.5 In the event that the Customer detects conduct by him or his employee(s) in connection with the performance of this Agreement that violates or may violate any applicable law and/or regulation, the Customer shall immediately notify ZimVie through the compliance website www.zimvie.com/speakup as a communication tool established by ZimVie globally.
- 9.6 The rights and obligations herein are not transferable.
- 9.7 This Contract may not be amended in any way, except in writing by us.