
Straumann Terms of Purchase ("STP")

1. Scope of application

- (1) These STP apply to the purchase of all goods or the performance of all services, with the exception of the purchase of medical devices with the CE mark ("Products"), unless expressly agreed otherwise in writing.
- (2) Different or supplemental business terms of Straumann's contract partner ("Supplier") will not be recognized as valid unless Straumann expressly agrees to their validity in writing. These STP also apply if the Supplier's delivery or performance is accepted with the knowledge that the Supplier has different or supplemental business terms. Likewise, the validity of any business terms of the Supplier previously consented to which differ or supplement these STP is no longer recognized. These STP also apply to all future Product purchases from the Supplier.
- (3) Deviations from these STP shall only be valid if they have been agreed upon in writing between both parties.

2. Clear and understandable

- (1) **The Supplier declares that he/she agrees to the application and content of these STP and expressly acknowledges that they have been drawn up in a language understandable to him/her. (EN)**

De Supplier verklaart akkoord te gaan met de toepassing en inhoud van onderhavige STP en erkent uitdrukkelijk dat zij in een voor hem/haar begrijpbare taal zijn opgesteld. (NL)

Le Supplier accepte l'application et le contenu des présentes STP et reconnaît expressément qu'elles ont été rédigées dans une langue compréhensible pour lui. (FR)

Der Supplier erklärt sich mit der Anwendung und dem Inhalt dieser STP einverstanden und erkennt ausdrücklich an, dass sie in einer für ihn verständlichen Sprache abgefasst sind. (D)

3. Contract conclusion and Offers

- (1) Applications by Straumann for Product orders ("Order") must be in writing to be valid. No deliveries of Products shall be valid without an Order.
- (2) The Supplier must accept the Order without delay within 48 hours in writing ("Order Confirmation"). If no Order Confirmation is given within 48 hours of the order date, Straumann is entitled to revoke the Order without giving rise to any claim entitlement of the Supplier.
- (3) If the Supplier's Order Confirmation differs from Straumann's Order, the Supplier must expressly indicate this without delay. Straumann must then confirm this Order Confirmation within 48 hours.
- (4) Offers shall be made to Straumann free of charge. No remuneration shall be asked of Straumann for an offer made by the Supplier without the prior written agreement of Straumann.
- (5) Offers made by Supplier to Straumann shall be valid for three (3) months unless differently agreed by the Parties in writing.

4. Delivery

- (1) Unless otherwise expressly provided in writing in the Order, DAP (Delivered at Place) shall always apply ("Zaventem", Incoterms 2022).
- (2) The delivery times indicated in the Order are binding. Compliance with the delivery times depends on the arrival of the delivery at the place of performance. If no delivery time is provided in the Order, the delivery time will be 30 days after Supplier receives the order.
- (3) Each delivery must include a delivery note indicating the order number, the order date, a designation of the Product and quantities.
- (4) Partial deliveries are only allowed with Straumann's prior written consent. Straumann reserves the right to revoke the Order fully or partially if a partial delivery is made without its written consent. Straumann is not liable for costs which the Supplier incurs as a result of such a revocation.
- (5) If it appears not possible to deliver the Products on time, the Supplier informs Straumann without delay and agrees on a new binding delivery time with Straumann within 14 days. The granting of a new delivery time lies in Straumann's sole discretion and is

granted only on important grounds. By its agreement to a new delivery time, Straumann does not waive its possible rights arising from the default.

5. Prices and payment terms

- (1) Unless otherwise agreed, the prices indicated in the Order are fixed prices, excluding VAT.
- (2) If the Supplier reduces the prices on its lists before the delivery, the reduced prices also apply to pending orders and the agreed price is reduced accordingly.
- (3) The price includes the entire performance which is necessary for the proper full delivery of the Order and expenses. Demonstrations, technical documents and sample deliveries by the Supplier are free of charge for Straumann.
- (4) Straumann shall only be liable for those taxes imposed on a buyer by law.
- (5) Should the Parties agree in writing to out of pocket expenses, prior to such out of pockets expenses being incurred, such expenses shall only be reimbursed by Straumann if the amount per day is lower than 25 EUR, such expenses are necessary for the performance or delivery of Products and they are supported by receipts or other appropriate documentation. Higher amounts may only be reimbursed by Straumann if Straumann has approved such amounts in writing prior to their incurrence and such expenses are reasonable and necessary to the performance or delivery of Products and supported by receipts or appropriate documentation. Such expenses shall be billed at actual costs.
- (6) Each invoice must contain the following information: Order number, Order date, Product, designation of parts and possibly the design number, description, number and weight or description of the services including the business contact person
- (7) Payments by Straumann are made net within 60 days of receiving the properly issued invoice, unless such invoice is in dispute. **For payment made within 30 days, a 2% discount is granted and directly deducted from the payment by Straumann, unless otherwise agreed.**
- (8) Straumann is in default only after receiving a written reminder from the Supplier, which is issued after the due date of the invoice, in accordance with Article 4.7, expires.
- (9) Upon discovery of a warranty defect, Straumann is entitled to retain payment until the warranty obligation is performed.
- (10) Payments by Straumann are not deemed an acceptance and acknowledgment that the Product is contractually compliant and defect-free and is subject to all reservations.

6. Default in delivery

- (1) If the Supplier defaults on delivery, Straumann may withdraw from the agreement upon the expiry of a grace period of 14 days if no delivery occurs. No grace period is necessary if it is clear from the Supplier's behaviour that a grace period would be pointless, that the performance has become useless to Straumann or in the case of a fixed-term transaction.
- (2) If the agreed delivery times are not complied with for reasons for which the Supplier is responsible, Straumann is entitled to **request a contract penalty of 10% of the total price of the invoice amount of the delayed delivery**, without prejudice to additional compensation claims; in the event additional compensation claims are made, the contract penalty should however be deducted. Straumann may claim the contract penalty up until the final payment is made.
- (3) In the event of an event of force majeure such as e.g. (not-limited) war, lockout, general strike, import and export impediments, disasters, pandemics, failure of a third party to comply or to comply on time with his/her obligations towards one of the parties, or other unforeseeable circumstances, which give rise to considerable operational disruptions beyond the fault or risk of either party, Straumann is entitled to withdraw from the agreement without facing compensation claims by the Supplier. The present article also applies to the obligations of the Supplier.

7. Transfer of risks, examination of defects

- (1) The risks pass to Straumann only at the time of arrival of the Products at the place of performance and of counter-signing of the delivery note by Straumann.
- (2) Straumann examines the Products for obvious defects and transport defects. If a defect becomes apparent in this process, Straumann will claim it within two weeks of delivery. If a hidden defect later becomes apparent, the claim shall be made within four weeks of its discovery.

8. Warranty

- (1) Supplier warrants that it shall deliver the Products and perform the Order in compliance with all applicable laws, regulations and ordinances, as well as Straumann's Supplier Code of Conduct (<https://www.straumann.com/group/en/home/investors/corporate-governance/code-of-conduct.html>) and other applicable relevant policies as disclosed to the Supplier.
- (2) The Supplier warrants freedom from material and title defects in accordance with the legal provisions and the following paragraphs.
- (3) The Supplier must immediately remove defects at its own cost or deliver a defect-free Product, if Straumann so chooses. The Supplier is obliged to bear all the costs arising under the warranty (transport costs, etc.).
- (4) **Claims for defects are time-barred 5 years after delivery of the Products. The time limitation is suspended by notice of a defect vis-à-vis the Supplier and for the duration of supplementary performance or until taking delivery.**
- (5) If the Supplier fails to provide supplementary performance within an adequate time period set by Straumann or if the supplementary performance fails or cannot reasonably be expected, then Straumann is entitled to carry out itself or have carried out an improvement or replacement delivery at the cost of the Supplier.
- (6) The Supplier warrants that no third party protection rights or property rights are breached in connection with its delivery or its performance.
- (7) If Straumann is sued by third parties for a breach of rights (e.g. property rights, intellectual rights...), the Supplier is obliged to hold Straumann harmless from such claims upon first written request. This obligation to hold harmless further includes bearing all the costs incurred by Straumann in connection with aforementioned third party claims. Moreover, the Supplier is liable for any other direct or indirect damages incurred by Straumann as a result of a breach of such rights.

9. Quality

- (1) The Supplier undertakes to maintain an adequate Quality Management System ("QMS") for Products.
- (2) The Supplier has a duty of information to Straumann before acquired quality certificates expire.
- (3) Any other quality-specific points will be agreed between the parties in a quality assurance agreement (QAA).

10. Services

To the extent that Supplier is providing Services pursuant to an Order, the following provisions shall also apply:

- (1) The Parties do not anticipate that the Transfer of Undertakings (protection of Employment) Regulations 2006 as amended ("TUPE Regulations") – or any similar relevant laws - will apply to the provision of services pursuant to an Order, or expiration or termination of the same. Supplier is an independent contractor in the provision of the services and is solely responsible for and/or has control over the means, methods, techniques and sequences of such services. Neither Supplier nor its employees, agents or representatives are employees of Straumann. Supplier remains fully responsible for hiring, disciplining, evaluating and terminating their own employees and to set their hours, wages and terms and conditions of employment in a way that would not trigger the occurrence of the TUPE Regulations.
- (2) Notwithstanding the above, should the TUPE Regulations be triggered at the termination or expiration of the Order, so as to transfer the contracts of employment of any of or all of relevant employees, or to transfer any liabilities of Supplier to any relevant employees or to any of their appropriate representatives, to Straumann or new supplier, Supplier shall indemnify Straumann and/or the new supplier as the case may be and keep them indemnified, forthwith upon demand, against any costs claims demands liabilities, expenses, damages, compensation, awards including protective awards, or losses (including penalties and legal expenses on a full indemnity basis) ("Relevant Claims") arising out of or in connection with any act or omission on the part of Supplier

occurring on or before the date of transfer, including any failure by Supplier to comply with its duties under Regulations 11 and 13 of TUPE, save where such failure is the direct result of Straumann or any new supplier's failure to comply with Regulation 13(4) of TUPE.

- (3) If any relevant employee of Supplier alleges that they have a right to be employed by Straumann or any new supplier following the termination or expiry of the Order, by reason of the application of TUPE, then the following provisions shall apply:

- a) Straumann or the new supplier as the case may be, shall notify Supplier in writing within three (3) working days of becoming aware of such allegation;
- b) Supplier shall have a period of five (5) working days in which to offer to re-employ the said relevant employee and if successful, Straumann or the new supplier, as the case may be, shall procure the release of the relevant employee from the employment of Straumann or the new supplier, as the case may be, at the earliest possible date to enable the relevant employee to take up such employment with Supplier;
- c) If Supplier fails to notify Straumann or the new supplier, as the case may be, that it has been able to re-employ the said relevant employee by the eighth working day after receipt of the notice in sub-clause a) above, Straumann or the new supplier, as the case may be, shall have a period of fifteen (15) working days in which to terminate the employment or alleged employment of the relevant employee by Straumann or new supplier as the case may be. In the event that the employment or alleged employment of the relevant employee is terminated within the said fifteen (15) days' window established by this sub-clause (c), Supplier shall indemnify Straumann or the new supplier, as the case may be, and keep Straumann or the new supplier, as the case may be, indemnified, forthwith on demand against all Relevant Claims which Straumann or the new supplier as the case may be, incur which relate to: (i) the employment of the relevant employee by Straumann or the new supplier as the case may be. From the date the relevant employee alleges their employment transferred to Straumann or the new supplier, as the case may be, until the effective date of termination of the relevant employee's employment by Straumann or the new supplier, as the case may be, and (ii) the termination of the relevant employee's employment or alleged employment, including any severance, compensation or damages agreed to be paid to the relevant employee to settle any of the aforementioned claims, provided such amounts payable by way of settlement are agreed by Supplier, such agreement not to be unreasonably withheld.
- (4) Supplier shall at its own expense comply and maintain any permits licences, qualifications and approvals necessary or required by law for the performance of the Orders.
- (5) Supplier warrants that it will provide the services pursuant to an Order in a professional manner and with all the skill, care and diligence reasonably to be expected of a qualified and competent professional experienced in providing services similar in size, scope and character to the Orders.

11. Safety provisions

- (1) The Supplier and its performance- and sub-suppliers are obliged, in the performance and processing of the Order, to comply with relevant provisions and acknowledged technical rules, particularly regarding work and health protection, as well as construction site, commercial and traffic legal provisions (particularly supervisory and traffic safety obligations on construction sites and other work sites), and Straumann's internal rules and safety provisions, insofar as necessary, and to sign corresponding undertakings upon request.

12. Liability of the Supplier

- (1) The Supplier is fully liable under legal provisions for intent and any form of negligence. In the event of a product defect or a contractual breach, the Supplier shall be fully liable to Straumann for all direct and indirect damage. Supplier shall further bear in such case all the other costs connected to the damage, in particular the damage prevention costs. These further include the costs of a product recall or other corrective measures in the field.
- (2) The Supplier is obliged to hold Straumann harmless against any third party claims against Straumann where the Product delivered by the Supplier has a causal connection with the damage incurred by the third party. This paragraph presents no limitation on Straumann's rights under the Order or under the applicable legal system.

13. Liability of Straumann

- (1) The non-performance of a contractual obligation by Straumann shall, within the limits of the law, only give rise to a contractual liability claim against Straumann. No extra-contractual liability claim may be brought against Straumann, nor against her auxiliaries/agents, even if the cause of the damage could also be considered a tortious act. The aforementioned limitations shall not apply in the event that (i) the fault affects the life or physical integrity of a person, and (ii) the liability arises from an intentional fault.
- (2) If Straumann becomes liable in cases of slight negligence, the liability is limited to compensation for the typical direct damage. Liability for compensation in the event of death, injury or damage to health as well as liability according to the product liability act remains unaffected.

14. Production means

- (1) Product documents as well as all types of items which are necessary to manufacture or deliver performance of the Products and which Straumann makes available to the Supplier (particularly samples, drawings, models, hereinafter "Production Means") must be immediately returned to Straumann upon request. Such Production Means may be used by the Supplier neither for its own purposes nor made available to third parties. The Supplier can, under no circumstance, claim a right of retention in connection therewith. Supplier holds these Production Means in safekeeping free of charge and maintains an inventory of them.

15. Intellectual property rights, confidentiality, no reference

- (1) Upon awarding research and development Orders, intellectual property rights will arise. Therefore, separate agreements must be concluded granting them exclusively to Straumann. Any unilateral use or sale by the Suppliers without an agreement with Straumann is excluded.
- (2) Products which are manufactured or which performance is delivered according to documents drafted by Straumann (such as drawings, models and the like) or according to confidential information from Straumann, or using Straumann's machines, may neither be used by the Supplier itself nor offered or delivered to third parties.
- (3) **The Supplier undertakes to keep all the details of Straumann's Orders (such as e.g. specifications, quantities, technical implementation, conditions, etc.) confidential from third parties as well as more generally, all information disclosed by Straumann to Supplier pursuant to an Order which is either designated as proprietary and/or confidential, or by its nature or the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential ("Confidential Information").** Supplier shall ensure that the confidentiality obligations set forth herein are equally met by its employees, agents or contractors. **The confidentiality obligation continues to apply 10 (ten) years after the performance of the delivery, except in the case of specifications which should be kept confidential for an unlimited time period.** **The confidentiality obligation shall not apply where the Supplier is required to disclose Confidential Information pursuant to a court order or administrative request from a governmental body, provided that Straumann has been notified by Supplier in a timely manner allowing for the seeking of a protective order.**
- (4) Supplier shall not use for publicity, reference, promotion or otherwise, any logo, name, trade name, service mark or trademark of Straumann or its Affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any Straumann employee or agent, without Straumann's prior written consent. Straumann may withhold such consent in Straumann's absolute discretion.

16. Ownership structure, supplies of materials

- (1) Insofar as Straumann has sent materials to the Suppliers for further processing ("Straumann's Materials"), the Supplier must separate Straumann's Materials from other materials not owned by Straumann ("Foreign Material"), mark them as Straumann's property and hold them in safekeeping while exercising the due care of an ordinary manufacturer. The Supplier is obliged to prevent third party access and to immediately inform Straumann of changes in quantities (e.g. theft, loss) and in the condition (e.g. limitation on usage) of Straumann's Materials which are made available.
- (2) Working or processing of Straumann's Materials by the Suppliers are carried out for Straumann. If Straumann's Materials are worked with foreign materials, then Straumann acquires joint ownership in the product in the ratio of the purchase value of Straumann's

Materials to the purchase value of the Foreign Materials at the time of the working. If the Supplier acquires sole ownership in the Product, the Supplier shall grant Straumann joint ownership in the ratio of the purchase value of Straumann's Materials to the Product. The same applies to mixing and conjoining Straumann's Materials with Foreign Materials.

17. Contract performance by sub-supplier

- (1) If the Supplier grants contracts to sub-suppliers, it must ensure that the requirements of these STP are equally met by the sub-suppliers.

18. Insurance

- (1) The Supplier undertakes to take out and maintain for the duration of the Order a product liability insurance with a reputable insurance company for all Product deliveries and service performance rendered by him with a sum insured of at least 1 000 000 EUR per occurrence and 5 000 000 EUR in the aggregate or as appropriate for the risks of the region where the Products will be used, whichever is higher. Such insurance shall cover property damage and physical injury, loss or damage that may be caused by Supplier's employees, including cover for costs of recall actions.
- (2) Supplier shall provide proof of such insurance coverage upon request.

19. Privacy

- (1) The Supplier shall at all times comply with applicable data protection laws, including to the extent applicable, European the General Data Protection Regulation 2016/679 ("GDPR") and the Belgian Law of July 30, 2018 on the protection of natural persons with regard to the processing of personal data. For the purposes of this section, capitalized terms shall have the meaning provided in the GDPR.
- (2) To the extent GDPR is applicable:
 - a) Should any Personal Data be processed pursuant to the performance of an Order, an appropriate agreement shall be entered into by the Parties separately, covering such data processing and complying with the requirements set forth by the GDPR. Should this agreement be a data processing agreement, such data processing agreement shall at a minimum impose the full obligations of article 28 of the GDPR on Supplier.
 - b) Supplier shall not transfer Personal Data to countries outside of the European Economic Area not benefiting from an adequacy decision of the European Commission without Straumann's written approval and adequate safeguards such as the European Commission's latest applicable standard contractual clauses.
- (3) Data processing is limited by the Supplier to what is necessary and the retention period of Personal Data is limited to as long as necessary for achieving the purposes of the processing.
- (4) Supplier shall in any case take appropriate technical and organizational measures which comply with applicable data protection laws and ensure an adequate level of risk security, taking into account the state of the art, industry standards, costs of implementation and the nature, scope and purposes of the processing and the risk acuteness to the rights and freedoms of natural persons. Such measures shall foster encryption whenever feasible.

20. Audit

- (1) During the performance of Orders and for two (2) years thereafter, Supplier shall maintain all books, records, and other documents relevant to its performance under such Order or required to be maintained by Law, and Straumann may audit the same. Straumann may therefore inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the same during normal business hours. Straumann undertakes not to use a competing firm of Supplier to perform such audit or inspection.

21. Retention, set-off

- (1) The Supplier has no retention rights insofar as they stem from counterclaims originating in other contracts with Straumann.
- (2) Straumann is entitled to set-off the Supplier's claims against Straumann against claims of other companies of Straumann Holding Ltd, Switzerland (hereinafter "Affiliated Companies") affiliated to Straumann against the Supplier. Straumann is further entitled to set-off the Supplier's claims against Affiliated Companies against Straumann's claims.
- (3) The Supplier may only set off claims which are undisputed or acknowledged as legally valid.

22. Final provisions

- (1) The Supplier is not entitled to assign its claims against Straumann to third parties without Straumann's prior consent.
- (2) Sections 1, 5, 8, 10, 12, 15, 19, 20 and 22 of these STP shall survive expiration or termination of the Order they relate to.
- (3) These STP and any differences in opinion in relation hereto are subject to Belgian law including the U.N. Convention the International Sale of Goods (CISG), with the exclusion of any conflicts of law rules.
- (4) Any disputes in connection with these STP and the Orders are decided exclusively by the ordinary courts of **Brussels (Belgium)**.
- (5) If a provision of these STP should be invalid, unlawful, unenforceable or in breach of rules and regulations issued by authorities or other institutions, this shall not affect the validity and the enforceability of the other provisions of these STP. Insofar as possible, the invalid provision shall be replaced by an equivalent valid provision.