Guideline for the handling of repairs, returns, complaints, warranty and goodwill requests for all products distributed by KaVo Dental GmbH (“KaVo Service Guideline”)

The KaVo Service Guideline takes effect on of 2018-04-01 and replaces all previous processing guidelines.

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1. General

Important safety instructions:
In order to minimise hazards and risks from the handling of medical devices and the ensuing due diligence (hygiene, infection prevention, disinfection and sterilisation), please make sure that goods which have been in contact with patients and thereby might be contaminated are packed separately and safely when they are shipped to KaVo. Such goods may not come into direct contact with other returns. Soiled parts must be cleaned before returning them to KaVo.

2. Repairs

On customer request, KaVo carries out repairs on all products distributed by KaVo. All repairs are carried out at the KaVo Repair Service Centre in Germany.

KaVo Dental GmbH
Reparaturen
Bahnhofstrasse 18
88447 Warthausen

Tel. +49 7351 56-1900
Fax +49 7351 56-71900
E-mail: service.reparaturen@kavokerr.com

2.1. General information

Fixed repair prices are currently offered by KaVo for a range of standard products. These prices, no VAT included, include the entire repair, i.e., working hours, parts used, servicing and final inspection ("fixed price"). All submitted items to be repaired for which a fixed price exists will usually be repaired without first preparing a cost estimate (see 2.3).

2.1.1. Scope of repair
A repair at fixed price includes the functional repair of the corresponding product, such as, e.g., the clamping system, gear parts or spray guidance. Replacement of housing parts and fibre-optic conductors is not included. However, if this kind of part needs to be replaced for technical reasons and the repair cost is driven up substantially, a customised tender will be prepared for the repair.

2.1.2. Cost estimate for fixed-price products
This does not involve the preparation of a cost estimate. KaVo prepares a customised tender only if the repair is associated with unusually high costs (see 2.2 Scope of repair). No cost estimate is prepared for the „Small Service Package“ (2.1.3).

KaVo shall send a cost estimate to the contact address indicated by the customer, preferably by email. If no response to cost estimates is received within one week of issue, the cost estimate is sent again. If no response to the cost estimate is received after a grace period of another week, the product will be returned to sender without
2.1.3. Fixed prices for Small Service Package
The charge for minor repairs corresponds to the price of the ‘Small Service Package’ at the time of shipment plus VAT. This usually includes cleaning, disassembly, fault analysis, servicing, lubrication and final inspection.

2.2. Repairs without fixed prices
Some products do not have a fixed price assigned to them and are processed in a customer-specific procedure, which may include a cost estimate if requested.

If a cost estimate is requested, we ask for specification of an upper limit up to which a repair can be done without a cost estimate. If the repair needed exceeds the specified amount, we automatically send you a cost estimate or, if applicable, an alternative offer.

Exception: If the repair cost is less than 100 €, we generally do not prepare a cost estimate for cost-efficiency reasons and complete the repair without release.

If no repair based on a cost estimate is done, we reserve the right to charge a processing fee equivalent to the Small Service Package fee for preparation of the cost estimate.

This fee is not charged, if the repair gets actually done and/or if you accept the alternative offer (e.g. replacement or new part for replacement). If you order the alternative offer for a KaVo product from your specialist dealer, please indicate the number of the order confirmation and/or of the delivery note.

2.3. Warranty on repairs
KaVo grants a 1 year warranty on the repair and replaced parts in accordance with section 5 of this guideline.

2.4. Refurbished parts
KaVo offers a wide range of refurbished parts, which are Overhauled completely by our service department, at a favourable price in exchange for the defective part.

In order to maintain the supply cycle of refurbished parts, it is imperative that the replaced defective parts are returned as soon as possible.

All refurbished parts are delivered with a return note, with which the defective parts must be returned. The deadline (12 weeks) for the return is noted on the return note.

If the parts are not returned within the specified period, we will subsequently charge the difference to the list price of a new part. For defective parts returned late, the subsequent debit minus a handling fee of 10% will be credited.
2.5. Goods on loan

KaVo offers products on loan for a range of products for a moderate lending fee while your equipment is being repaired or is with KaVo for a service check.

These goods are usually dispatched in special transport containers. Please note that these need to be used also for return of the goods. If you have any questions concerning products on loan, please contact our Repair Team, phone +49 (0) 7351 56-4900.

3. Returns

3.1. General information

Return can be requested for unused goods in their original packaging only.

Returns must be announced using the KaVo Web Portal (www.mykavo.com). The approval includes a return number that can be used to return the unused goods in the original packaging.

Please send approved returns to the following address:

**KaVo Dental GmbH**

Returns
Bahnhofstrasse 18
88447 Warthausen

Please note that returns without specification of the return number and/or absent the original packaging are immediately returned to you at your expense or - if this is not reasonable (customs fees, on clarified assumption of costs, etc.) - are scrapped.

Electronic components (circuit boards) can only be accepted by KaVo if they are returned in their original packaging in an ESD/ESD protecting foil and appropriate packaging.

Returns must be requested within **30 calendar days from the date of invoice**.
If this period is exceeded, the products are considered accepted by the buyer and a return is no longer accepted.

The return note must be attached to the outside of the parcel such as to be easily noticeable. In the case of collective returns, at least one return note must be attached to the parcel. All further return notes can be enclosed in the package, whereby a clear assignment must be ensured.

Returns are always dispatched at the customer's expense.

Please respond to any inquiries we may have within a period of 5 working days. If there is no response to an appropriate request, KaVo reserves the right to return the return at customer's expense or - if this should be unreasonable (customs barriers, unclear assumption of costs, etc.) - to scrap it with the sender receiving no related compensation.
3.2. Service recommendations

Parts recommended for repair by our technical service but not used for repair are considered service recommendations. This recommendation must be documented during your request in a service message, please note the notification number for possible return shipment.

Please indicate the service notification number when you announce the return. If this number is not available at the time of return, the parts will be treated as a regular return according to section 3.1.

The provisions of section 3.1 shall continue to apply, with the exception that such parts may be returned within three months. You will then receive a corresponding credit note.

3.3. Wrong orders, cancelled orders

The provisions of section 3.1 apply accordingly.

After checking the returned goods, we will credit their value minus a 20% handling fee.

Return is excluded for:

- wrongly ordered parts with a list price < 25 € per piece/package (customer’s deductible)
- customer-specific or otherwise custom-made products (incl. upholsteries and painted parts)
- parts not in their original packaging, used and/or older parts (> 30 calendar days from date of invoice)

3.4. Stock clearances

We do not accept stock clearances.

3.5. Transport damage

Any shipment is generally at customer’s risk. Transport insurance shall only be taken out by special agreement and at the customer’s expense.

Any transport damage must be claimed at the forwarder upon receipt.

4. Complaints

Please direct all complaints to the following address:

**KaVo Dental GmbH**
Complaints
Bahnhof Strasse 18
88447 Warthausen
4.1. General information

Returns based on customer complains shall be packaged separately and shall be returned to us marked appropriately. If you have been given a service notification number ahead of time, please indicate this number.

4.2. Fault check

All components and assemblies must be disassembled and packaged appropriately such that KaVo can still perform a fault check on them.

4.3. Description of fault

KaVo strives to constantly improve the quality of the products. For this purpose, it is essential to get a detailed description of fault for each complaint.

5. Warranty / guarantee

Warranty claims are excluded unless recognisable defects are reported in writing without delay, no later than 1 week after delivery. Hidden defects must be reported without delay, no later than one week after detection thereof.

The customer can demand rectification of defective merchandise, whereby KaVo shall be entitled to deliver a replacement. If rectification fails or if KaVo allows a reasonable grace period to expire with rectification or delivery of a replacement, the customer shall be entitled to reduce the purchase price accordingly or to withdraw from the contract.

KaVo shall bear the cost of delivery of a replacement or of rectification with the exception of costs incurred because the customer transported the merchandise to a location outside of Germany that is not identical to the original delivery address.

Only the customer shall be entitled to assert warranty claims and such claims shall be non-transferable. The warranty period commences upon surrender of the merchandise and expires 1 year thereafter. If KaVo is in charge of delivery and installation, the limitation of claims shall commence upon completion of the installation work, or in case of only partial completion, the limitation of claims regarding the installed parts shall commence upon their installation and expire no later than 18 months after delivery, unless KaVo is responsible for any delay.

KaVo shall not be liable for defects and their consequences that arose or may have arisen after delivery due to natural wear, improper handling, cleaning or servicing, non-compliance with operating, maintenance or connection instructions, corrosion, contaminated air supply or chemical or electrical influences deemed abnormal or imper-
missible in accordance with factory specifications.

KaVo provides the end customer with a warranty of proper function and guarantees zero defects in respect of material and processing as indicated in the respective Instructions for Use. Said warranty shall commence on the date of the invoice to the end customer.

However, the warranty period for dealers shall be limited to maximally the warranty period plus a handling period of 6 months from the date of the invoice made out to the dealer.

The warranty usually does not apply to lamps, optical fibres made of glass and glass fibres, rubber parts and to the colour resistance of plastic parts and other wear parts.

A warranty claim against KaVo Dental GmbH must be submitted through the authorised specialist dealer. Claim shall be asserted only by indicating

• the order references of the original delivery (number of the invoice and/or delivery note)
• installation date (transfer form) as well as
• a competent description of fault
• and ahead of time in the case of X-ray products at sp-warranty@kavokerr.com

For instruments and other products, which do not require installation, you need to provide a copy of the invoice or delivery note, from which the serial number of the product and the date of the surrender to the end user are evident.

For documentation purposes and quality analysis of the complaints, we kindly ask you to indicate name and address of end user (dentist, hospital, etc.).

In case of justified complaints, KaVo will honour its warranty with a repair, free replacement or credit.

In all other respects and if no special arrangements are made, the “Terms and Conditions of Delivery and Payment” of KaVo Dental GmbH apply.

5.1. Processing

The KaVo Complaints Team strives to decide on your warranty request in a timely manner.

With regard to warranty claims, individual parts must be submitted to us upon request for checking on the warranty.

The following information and/or documents is needed when you assert your warranty claim:
Material number, serial number (if applicable, serial number of the device from which the part was detached), original delivery (number of delivery note/invoice) and a detailed description of fault.

Please note the different handling of X-ray products. The warranty claim must be asserted ahead of time at sp-warranty@kavokerr.com giving the data mentioned above.
5.2. Warranty periods

In the scope of the granting of warranty, deadlines from the corresponding Instructions for Use need to be taking into consideration in addition to our Terms of Delivery and Payment.

The guarantee period for customer-related repairs and refurbished parts is 12 months.

6. Goodwill request

After expiry of the warranty period, KaVo may satisfy some requests as a sign of goodwill. Shipments related to requests for goodwill shall be accompanied by the following information: Material number, serial number (if applicable, serial number of the device from which the part was detached), original delivery (number of delivery note/invoice) and a detailed description of fault.

6.1. Basis of claim

The granting of goodwill must be based on a defect in quality. In this regard, the quality defect must not be the result of improper handling and must not be related to parts that are excluded from the warranty conditions.

Generally, goodwill requests can be accepted for repairs or needed spare parts with a list price >100.00 € (customer’s deductible) only.

6.2. Handling

As a matter of rule, the parts need to be submitted to us for a goodwill check. The following information and/or documents are: Material number, serial number (if applicable, serial number of the device from which the part was detached), original delivery (number of delivery note/invoice) and a detailed description of fault.

6.3. Goodwill periods

Goodwill can only be granted in justified cases for an additional 12 months beyond the warranty period and will be dependent on the detailed timing.

7. Terms of Delivery and Payment

7.1. Scope

The following terms are applicable only for business transactions with companies, public legal entities or legal or corporate entities and corresponding foreign entities. They are applicable for all delivery agreements of KaVo and correspondingly also for other services especially repairs. The general terms and conditions of business of the customer shall be excluded even if KaVo has not explicitly contradicted such terms.
7.2. Offer, order, changes, minimum order

7.2.1 Offers from KaVo are non-binding until a contract has been concluded unless they have been explicitly defined as fixed offers. The order takes effect upon acceptance of the offer. The written agreements are applicable for the contents of the contract. KaVo employees are not permitted to stipulate additional agreements or make promises beyond the written agreement.

7.2.2 KaVo shall reserve the right to make technical or price changes as long as the delivery agreement has not effectively come into force. Technical changes within the scope of technical progress can also be made after the conclusion of the contract if they are reasonable for the customer. Contracts are subject to the correct and punctual delivery by our own suppliers. In the case of non-availability, KaVo will inform the customer immediately and will refund the payment without delay.

7.2.3 Orders of nominal value will be subject to a minimum order fee.

7.3. Drop Shipment Fees, Customs Taxes and Duties

7.3.1 All shipments of product from our warehouse that bypass the normal distribution channel will be subject to a drop shipment fee and freight charges.

7.3.2 When ordering, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. You may be subject to import duties and taxes. All items entering a foreign country are subject to customs inspection and the assessment of duties and taxes in accordance with that country’s national laws. Customs duties and taxes are assessed, generally, if the merchandise is dutiable and the value of the item is above the threshold set by the country’s laws. You should contact your local customs office for further information, as custom policies vary from country to country.

7.4. Transfer of risk, shipment

The risk will be transferred to the customer when the products leave the factory or warehouse. The shipment will be carried out in accordance with INCOTERMS CIP. KaVo will select the method of shipment and will bear initially the costs for the transport and shall agree to take out and pay for transport insurance. KaVo will then invoice the customer for the transport costs.

7.5. Delivery time

7.5.1 Adherence to the delivery time is dependent on the timely receipt of all documents, approvals, releases and information to be supplied by the customer that are required for the execution of the order.

7.5.2 In the case of delivery delay by KaVo or delivery impossibility due to reasons attributable to KaVo, the customer may withdraw from the contract if he has given KaVo a reasonable extension period in written form and this has been unsuccessful.
7.5.3 If a delivery delay is due to unforeseen circumstances such as operational disturbance, labour disputes, untimely delivery by our own suppliers, force majeure etc., the delivery period will be extended appropriately. If the interruption were to persist for a period in excess of two months, both parties shall be entitled to withdraw from the contract. The right of withdrawal shall be limited to the actually affected part of the delivery unless partial execution of the transaction were unreasonable to the other contracting party. The Orderer shall also be entitled to withdraw from the entire contract if the Orderer is not interested in any partial delivery.

7.5.4 Partial deliveries are admissible.

7.6. Warranty

7.6.1 Warranty claims are excluded unless recognisable defects are reported in writing without delay, no later than 1 week after delivery. Hidden defects must be reported without delay, no later than one week after detection thereof.

7.6.2 The customer can demand rectification of defective goods, whereby KaVo shall be entitled to deliver a replacement. If rectification fails or if KaVo allows a reasonable grace period to expire with rectification or delivery of a replacement, the customer shall be entitled to reduce the purchase price accordingly or to withdraw from the contract.

7.6.3 KaVo shall bear the cost of delivery of a replacement or of rectification with the exception of costs incurred because the customer transported the goods to a location outside of Germany that is not identical to the original delivery address.

7.6.4 Only the customer shall be entitled to assert warranty claims and such claims shall be non-transferable. The warranty period commences upon surrender of the merchandise and expires 1 year thereafter. If KaVo is in charge of delivery and installation, the limitation of claims shall commence upon completion of the installation work, or in case of only partial completion, the limitation of claims regarding the installed parts shall commence upon their installation and expire no later than 18 months after delivery, unless KaVo is responsible for any delay.

7.6.5 KaVo shall not be liable for defects and their consequences that arose or may have arisen after delivery due to natural wear, improper handling, cleaning or servicing, non-compliance with operating, maintenance or connection instructions, corrosion, contaminated air supply or chemical or electrical influences deemed abnormal or impermissible in accordance with factory specifications.

7.6.6 KaVo provides the end customer with a warranty of proper function and guarantees zero defects in respect of material and processing as indicated in the respective Instructions for Use. Said warranty shall commence on the date of the invoice to the end customer. However, the warranty period for dealers shall be limited to maximally the warranty period plus a handling period of 6 months from the date of the invoice made out to the dealer. The warranty usually does not apply to lamps, optical fibres made of glass and glass fibres, rubber parts and to the colour resistance of plastic parts and other wear parts.

7.7. Liability

7.7.1 The customer shall be entitled to assert claims of damages only if the damage is due to intent or gross negligence of the management of senior executives of KaVo. In the case of gross negligence of KaVo’s vicarious agents
or violation of essential contractual obligations, KaVo shall only be liable for the typical, expected damage.

7.2 The preceding limitations of liability shall not apply to loss of life, physical injury or health damage.

7.8. Prices

7.8.1 Prices are valid as stated in the order confirmation or, in any case of doubt, the current daily prices at the date of delivery apply. If the delivery is delayed for more than 60 days beyond the intended date for reasons for which the Orderer is responsible, KaVo shall be entitled to charge the daily price that is current at the date of delivery.

7.8.2 Upon any unforeseeable changes of import or export duties and fees, exchange rates or transportation costs, KaVo shall be entitled to appropriate adaptation of the price.

7.8.3 With regard to domestic business, it shall be understood that the prices are valid ex works, include no value-added tax and no special packaging, but do include common cardboard packaging. Freight charges between the intended destination and Orderer or customer will not be assumed.

7.8.4 With regard to foreign business, it shall be understood that the prices are valid ex works, include no value-added tax, customs duties and no special packaging, but do include common cardboard packaging.

7.9. Payment

7.9.1 Unless explicitly stated otherwise, invoices shall be due for payment within 30 days of the invoicing date and in full with no deductions and free of charges to be made by bank transfer, direct debiting or payment in cash. The timeliness of payments made by bank transfer shall be governed by the data of availability to KaVo.

7.9.2 If the Orderer is late in making payments, KaVo shall be entitled to charge interest in accordance with § 288 BGB (German Civil Code). Higher interest shall be charged if KaVo can demonstrate to have been subject to a higher interest burden.

7.9.3 Bills of exchange shall be accepted only upon separate agreement. Discount charges and any other charges shall be paid by the Orderer.

7.9.4 Rebates such as early payment discounts or other benefits shall be granted only upon separate agreement. The customer shall be entitled to deduct an early payment discount as stipulated only if the customer is not in arrears with other payments to be made to KaVo.

7.9.5 Off-setting by the Orderer against counter-claims that are not determined by a court of law and are disputed by KaVo, including any rights of retention of the Orderer unless due to substantial defects that are undisputed or acknowledged by KaVo, shall be excluded.
7.10. Reservation of property

7.10.1 KaVo retains ownership of the delivered goods until all payments from the business relationship to the Orderer have been received. Upon conclusion of the contract of delivery, the Orderer assigns to KaVo any accounts receivable from the Orderer’s customers related to resale to the level of the amount specified in KaVo’s invoice.

7.10.2 Until further notice, the Orderer shall be entitled to collect such accounts receivable. The Orderer shall not be entitled to pledge or assign by way of security the delivered merchandise until the actual transfer of ownership is effective. The Orderer shall notify KaVo without delay of any attachments, seizures or other dispositions of third parties. The Orderer shall be liable to assume any cost KaVo may incur in relation to interventions. The Orderer shall be obliged to provide KaVo with any information and documents needed to assert the assigned claims and notify the Orderer’s customers of such assignment if requested by KaVo.

7.10.3 KaVo shall be entitled to obtain insurance against fire, water, and any other damage with regard to any delivered goods that are subject to retention of ownership, to be paid by the Orderer, unless the Orderer can present proof of having obtained such insurance and assigns any claims from such insurance to KaVo.

7.10.4 If any third party were to seize goods that are subject to the retention of ownership, the Orderer shall identify these as KaVo property and immediately notify KaVo accordingly.

7.10.5 If such protection as specified above was not possible due to applicable law at the residence of the Orderer, the Orderer shall be obliged to obtain financially equivalent protection for KaVo that can be effected in compliance with the valid legal provisions at the residence of the Orderer and allows KaVo opportunities of seizure against the Orderer’s customers in case of insolvency of the Orderer. Regardless of the effectiveness of the respective other security, retention of ownership or assignment of customer claims shall at least be considered to have been agreed.

7.10.6 If the value of securities presented to KaVo were to exceed the accounts receivable by more than 20%, KaVo shall, upon the Orderer’s request, renounce such claim or security as is in excess.

7.10.7 If the Orderer were to be in arrears or become insolvent, KaVo shall be entitled to demand surrender of the goods that are KaVo property. For this purpose, the Orderer irrevocably permits KaVo access to the Orderer’s premises and pick-up of delivered merchandise.

7.10.8 In as far as goods are recovered or utilised due to the retention of ownership, this shall be effected to the account of the Orderer. Notwithstanding more extensive damage, KaVo shall be entitled to charge 15% of the proceeds of utilisation as a flat charge unless the Orderer proves that KaVo incurred no loss at all or a much lower loss than said flat charge.

7.11. Endangerment of claims

If the Orderer were in default of payments, KaVo shall be entitled, irrespective of any other claims, to demand security for all pending orders prior to deliveries being made. The same shall apply, if circumstances of which KaVo becomes aware only after conclusion of the contract make payment of KaVo receivables appear to be at risk, e.g. filing for opening insolvency proceedings, compulsory execution against the Orderer without immediate steps
to avoid same, protests against bills of exchange or cheques of the Orderer or substantial changes in the business standing of the Orderer giving rise to doubts concerning the Orderer’s good credit standing.

7.12. Return of delivered goods outside of warranty

The „Guideline for the handling of repairs, returns, complaints, warranty and goodwill requests for all products distributed by KaVo Dental GmbH („KaVo Service Guideline“) shall apply. The guideline is available for download in our Extranet, Services/Central Documents.

7.13. Miscellaneous

Provided the Orderer is a dealer, the Orderer agrees to store, present, and sell the KaVo goods in appropriate manner and ensure faultless installation and assembly of the goods and present and surrender said goods to customers in proper manner. It is an obligation of the Orderer to provide for proper servicing and/or repair.

7.14. Place of performance, place of jurisdiction, severability clause

14.1 Place of performance is Biberach/Riß for both parties.

14.2 The exclusive venue for all disputes in relation to the contract including bills of exchange and cheques shall be the competent court of law for Biberach/Riß; however, KaVo shall be entitled to sue at the residence of the Orderer or any other competent court of law as well.

14.3 This agreement is subject to German law exclusively with the exclusion of the UN sales of goods convention (Contracts for the International Sale of Goods, CISG).

14.4 If all or any of the present terms were to prove to be ineffective, this shall not affect the remaining terms. If necessary, the contracting parties shall be obliged to replace any invalid term by a valid term that comes as close as possible to the meaning of the original term.

KaVo Dental GmbH
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