

General Conditions of Sale and Delivery

GENERAL CONDITIONS OF SALE AND DELIVERY From::

SUPPLIER

BioHorizons Camlog Benelux B.V.
Pelmolenlaan 1
3447 GW WOERDEN

Phone: 0348-820010
Fax: 0348-820011
E-mail: info@camlog.nl
Internet: www.biohorizonscamlog.nl

These terms and conditions have been filed with the Central Netherlands Chamber of Commerce under number 24342986.

Article 1. PRINCIPLES

In these general terms and conditions the following terms are used in the following sense unless expressly stated otherwise::

- Altatec GmbH: **Manufacturer** (Wimsheim, Germany).
- Camlog Biotechnologies AG: **Head Office** (Basel, Switzerland).
- BioHorizons: **Head Office** (Birmingham, USA).
- BioHorizons Camlog Benelux B.V.: **Supplier** and user of
- these general terms and conditions.
- **Customer**: the other party of the Supplier

Article 2. GENERAL

- 2.1 These general terms and conditions shall apply to all offers, quotations and agreements between Supplier and Customer to which these general terms and conditions have been declared applicable, unless expressly agreed otherwise in writing.
- 2.2 The applicability of any general terms and conditions of the Client is expressly rejected.
- 2.3 If one or more of the provisions in these general terms and conditions are null and void or annulled, the other provisions of these general terms and conditions shall continue to apply. Supplier and Customer shall consult in the aforementioned case in order to agree on new provisions to replace the void or nullified provisions, taking into account the purpose and purport of the original provision.

Article 3. OFFERS AND AGREEMENTS

- 3.1 All offers and agreements of the Supplier are entirely without obligation, unless the offer specifies a deadline for acceptance. Previous offers and agreements shall be deemed to have been revoked following the release of new offers and agreements.
- 3.2 Amendments to an agreement shall only be binding on Supplier if and insofar as they have been confirmed in writing to Customer and signed by both parties.
- 3.3 If an agreement is concluded between Supplier and two or more Customers, these Customers are each jointly and severally liable for the fulfilment of the obligations arising from the agreement.

Article 4. DELIVERIES

- 4.1 Supplier aims to process and ship orders placed before 4pm on the same day.
- 4.2 Supplier shall strive for a delivery term within 24 hours, but this term is not fatal. In case the indicated delivery period cannot be met by BioHorizons Camlog Benelux B.V., Supplier shall notify Client of this with due speed, stating the delivery period to be expected at that time, without Client being able to derive any right to claim compensation in any form whatsoever or to proceed to dissolution or demand compliance with the agreement.
- 4.3 The Supplier is entitled to deliver in parts. Deliveries may be invoiced separately by the Supplier.
- 4.4 If and insofar as the parties have not expressly agreed otherwise in writing, delivery to another party shall be ex works; Incoterm ExW.
- 4.5 Shipment always takes place at the Supplier's risk, transport always at the Customer's risk.

Article 5. PRICES

- 5.1 All prices quoted by Supplier shall be invoiced on the basis of the prices applicable at that time. Unless expressly agreed otherwise, all prices quoted are always exclusive of VAT.
- 5.2 The Supplier is authorized to increase the prices of the products on the understanding that the Customer is informed of this in good time.
- 5.3 In the event of changes in prices or taxes or as a result of other events beyond its control, the Supplier reserves the right to change the price of

which the Customer will be notified as soon as possible, but no later than fourteen days after publication. In the absence of such notification, the agreed price shall remain in force.

5.4 The Supplier is entitled to charge postage and/or handling costs on the invoice.

Article 6. PAYMENT

6.1 All payments shall be made within thirty calendar days of the invoice date. Supplier reserves the right to deliver only against cash payment or cash on delivery.

6.2 All payments made by the Customer shall always primarily serve to settle any interest and costs due and subsequently to settle the invoices due, starting with the oldest invoice. Even if the Customer states that the payment relates to other outstanding invoices.

6.3 If payment is not received on time, Client shall - without any demand or notice of default being required - owe statutory interest from the date on which payment should have been made until the date of actual payment.

6.4 If the Supplier proceeds to collection, all costs of collection, both judicial and extrajudicial, shall be borne by the Customer, whereby the extrajudicial collection costs shall be determined at least 15% of the principal amount to be claimed with a minimum of EURO 200.00.

Article 7 RETENTION OF OWNERSHIP

7.1 All goods delivered by Supplier shall remain Supplier's property until Client has fulfilled all the following obligations from all agreements concluded with BioHorizons Camlog Benelux B.V.

7.2 The Customer is not authorized to pledge or otherwise encumber the goods subject to retention of title.

7.3 If third parties seize the goods delivered under retention of title or wish to create or enforce rights thereon, Customer shall be obliged to inform Supplier immediately.

7.4 The Customer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage, as well as against theft and to make the policy of this insurance available for inspection on demand.

7.5 In the event that the Supplier wishes to exercise its property rights referred to in this article, the Customer hereby gives unconditional and irrevocable permission to the Supplier or third parties to be appointed by the Supplier to enter all those places where the Supplier's property is located and to repossess those goods.

Article 8. SUSPENSION AND TERMINATION

8.1 Supplier is authorized to suspend the fulfilment of its obligations or to dissolve the agreement if;

- Client does not fulfil or does not fully fulfil its obligations under the agreement;
- Supplier after the conclusion of the

agreement, based on circumstances that have come to its knowledge, has good reason to fear that the Customer will not fulfil the obligations under the agreement. In case there are good grounds to fear that the Customer will only partially or improperly fulfil his obligations, suspension is only allowed to the extent justified by the shortcoming;

- Client was requested to provide security for the fulfilment of his obligations under the agreement when the agreement was concluded and this security is not provided or insufficient;
- if circumstances arise of such a nature that performance of the agreement is no longer possible, can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that the Supplier cannot reasonably be expected to maintain the agreement unamended;

8.2 If the agreement is dissolved, Supplier's claims against Customer shall be immediately due and payable. If the Supplier suspends fulfilment of the obligations, it retains its claims under the law and the agreement.

8.3 The Supplier always retains the right to claim damages.

Article 9. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

9.1 All brochures, studies, product catalogues, etc., issued by Head Office and Supplier are subject to copyright. None of these may be copied for business and/or commercial purposes without Supplier's express permission.

Article 10. WARRANTY AND ADVERTISING

10.1 The goods delivered by Supplier shall never be subject to a warranty beyond the warranty obtained by Supplier itself from Head Office and Manufacturer.

10.2 The right to warranty lapses if the accompanying instructions for use have not or not properly been followed, the delivered goods have been used improperly or incorrectly or if the Customer has used goods that have not been manufactured by the Manufacturer, or have been supplied by the Supplier or obtained via Headquarters.

10.3 Only with the consent of Supplier, goods may be exchanged within 1 year of receipt provided they are in undamaged and original packaging. You must return these goods with an appropriate return form (to be requested from Supplier by the Customer).

10.4 If Customer returns goods without Supplier's permission, all costs related to the shipment shall be for Customer's account. In that case Supplier shall be free to store the goods with third parties at Customer's expense or even keep them at Customer's disposal.

- 10.5 Return shipments, which have not been accepted by Supplier, do not release Customer from his payment obligations in any respect.
- 10.6 Manufacturer has provided all products with lot numbers and Supplier records which products with corresponding lot numbers are delivered to the Customer. The Customer itself in turn has the responsibility to register these products and lot numbers.
- 10.7 Implants supplied by Supplier which are not integrated after placement will in principle be reimbursed free of charge, provided they are returned together with an X-ray and a fully completed and signed guidance form (to be requested from Supplier by the Customer).
PLEASE NOTE: NOI implants must be returned within 60 days of removal. After this period, any warranty/claims will be voided.
- 10.8 In the event that the packaging of an implant supplied by the Supplier has been inadvertently opened or the implant has not been definitively inserted or has not been used because it has been contaminated, this will be reimbursed at a reduced price, provided it is returned together with a fully completed and signed guidance form (to be obtained from the Supplier by the Customer).

Article 11. TRANSFER

- 11.1 If performance of the agreement or order is not possible due to a shortcoming not attributable to either party and the resulting delay is foreseeable to last longer than one week, the Supplier has the right to terminate the agreement without owing the Customer any compensation. This article also includes unavailability of the ordered goods.
- 11.2 Any event or circumstance - even if it could have been foreseen at the time the agreement was concluded or the order was given - which makes the delivery more difficult or impossible or has such an influence on the delivery by the Supplier that compliance by the Supplier is made so costly or economically so difficult that the (further) performance of the agreement or order on the same conditions cannot reasonably be demanded of the Supplier.

Article 12. LIABILITY

- 12.1 If Supplier fails imputably in the performance of the agreement, Supplier shall only be liable for compensation of the damage, which is the direct result of the omitted performance. Any other form of compensation, such as consequential damage, indirect damage, damage due to loss of profit or damage caused by delay is excluded.
- 12.2 If the Supplier is liable for direct damage, such liability shall be limited to a maximum of the amount of the payment to be made by the Supplier's insurer, or at least to a maximum of the amount of the invoice, or at least that part of the order, to which the liability relates.

- 12.3 After any right to compensation has arisen, the Customer is obliged to report the damage to the Supplier in writing as soon as reasonably possible.
- 12.4 The Customer shall indemnify the Supplier against any damage the Supplier may suffer as a result of third-party claims for compensation, if and insofar as such damage was caused by inexpert use and/or inexpert storage and/or failure to act in accordance with instructions regarding the protection of the quality and/or shelf life of the goods supplied by the Customer.

Article 13. APPLICABLE LAW AND DISPUTES

- 13.1 All disputes between the parties shall be governed exclusively by Dutch law.
- 13.2 All disputes between Supplier and Customer shall be submitted to the judgment of the Utrecht District Court.