

**General Terms and Conditions of Sale**  
**KENTAMED Ltd.**  
**Version: 1.0\_Dec 2012**

**1. Scope of application**

1.1 The Products and Services of KENTAMED Ltd. (hereinafter: KENTAMED) are supplied exclusively in accordance with the following General Terms and Conditions. These terms and conditions apply to all orders, unless they are associated with a specific trade agreement. In cases where such agreement is in place it supersedes any part of this document that is in a conflict with any provision of the specific agreement.

1.2 General Terms and Conditions of the other party shall not apply even if the other party refers to such terms in connection with its order and KENTAMED does not oppose them. Commitments, ancillary agreements and any amendments and additions to the General Terms and Conditions must be made in writing. This shall also apply to any change in this written form requirement.

**2. Definitions**

(i) "Customer" means a person who orders Product(s);

(ii) "Product(s)" means any products listed in price list KENTAMED Ltd.;

(iii) "Price list" means the Price list of KENTAMED Ltd.

(iv) "Web site" means the web site of KENTAMED Ltd.

(v) "Offer(s)" means any pricing information given to a potential buyer by KENTAMED Ltd., either verbally or in writing, and has not yet led to an order.

(vi) "Order" means a request for receiving products or service against a payment, sent from a potential buyer to KENTAMED Ltd.

(vii) "Order confirmation" means any written reply from KENTAMED Ltd to a given written or verbal request for receiving a product or a service. This includes emails, Proforma invoice and any other document issued by, and traceable back to, KENTAMED Ltd.

**3. Orders and delivery**

3.1 All the information in the Price List, on the Web site as well as in any Offer made by KENTAMED is subject to change and is non-binding. A contract shall be deemed entered into only when an Order is confirmed in writing, including by e-mail or fax

3.2 KENTAMED reserves the right to change the content of both its Price list and its Web site without notice. KENTAMED also reserves the right to modify without notice its products, provided that both stated performance and stated complains to rules, standards and legislation remain unchanged

3.3 Orders shall take place only in writing including e-mails. Verbal Orders (including telephone or Internet - based conversations) are executed on the Customer's risk.

3.4 In the absence of any written Order the content of the Order is considered accurate as it appears in the written Order confirmation sent to the Customer by KENTAMED

3.5 Reasonably acceptable partial deliveries are admissible and may be invoiced separately.

3.6 Delivery and service dates are set in the Order confirmation

3.7 Delivery dates shall be reasonably extended in the event of disruptions due to force majeure or other obstacles for which KENTAMED is not responsible, for instance disruptions in the supplies of suppliers, strikes, lockout, operational disturbances etc. In such cases KENTAMED reserves the right to invalidate the Order if the delay in delivery is longer than six weeks.

3.8 The Customer's entitlement to claim compensation for default in delivery is excluded in case of slight negligence, unless the delay in delivery is caused by a deliberate action of KENTAMED.

3.9 The Customer has the right to select shipping company/carrier out of the options offered by KENTAMED

3.10 As long as the delivered products are in full correspondence with the stated specifications and in full compliance with the stated standards and regulations, KENTAMED cannot be held liable if customs or local legislation related issues arise in any country.

3.11 If the Customer fails to cooperate in receiving the products delivered by KENTAMED, the Customer shall compensate KENTAMED for any related losses or required additional work.

#### **4. Examination of goods and passing of risk**

4.1 Immediately upon receipt of the goods the Customer shall check that they are complete and in conformity with the delivery papers and examine them for defects. If no written complaint is made within eight days of the date of the delivery confirmation by the shipping company/carrier, the goods shall be deemed to have been duly and fully delivered except in case of a defect which was not evident upon the examination.

4.2 The risk of damage or loss of the contractual product shall pass from KENTAMED to the Customer when handed over to the carrier.

4.3 If the goods delivered show evident defects or deficient quantities, this must be noted by the Customer in writing on the certificate of receipt of the carrier upon delivery. This note must provide a sufficiently clear description of the damage or deficient quantity.

#### **5. Prices and payment terms**

5.1 Prices are as given in the Order confirmation or invoice of KENTAMED.

5.2 Prices are ex production facility of KENTAMED plus VAT at the statutory rate, where it applies. The Customer shall be charged separately for further ancillary services and costs of carriage, in particular shipping costs and insurance.

5.3 The due amounts are to be paid by the date specified in the Order confirmation.

5.4 KENTAMED reserves the right to raise the price appropriately in the event of cost increases occurring after the contract is entered into, in particular as a result of wage agreements or price increases by the suppliers.

5.4 If the Customer fails to pay within the period allowed, interest shall be due without further notice at a rate of 8 % p.a. above the respective base interest rate of the European Central Bank calculated on the purchase price. The foregoing shall not affect the right to claim additional damages.

5.5 KENTAMED shall have the right, despite stipulations by the Customer to the contrary, to apply payments received against the Customer's older debts first. If costs and interest have already been incurred due to default, KENTAMED shall have the right to apply any payment first against the costs, then against the interest and finally against the principal performance.

## **6. Cancellation charges**

6.1 In the case of Customer's cancellation of an Order after receiving Order confirmation, KENTAMED has the right to claim 10% of the purchasing price for costs that arise due to the Order processing and for the loss of profit.

6.2 In cases of Orders for customized services, the cancellation fee that the Customer will have to pay is 75% of the price specified in the Order confirmation, in Order to compensate KENTAMED for unrecoverable expenses related to the Order.

## **7. Packaging**

Except when otherwise stipulated, KENTAMED determines kind and scale of packaging. The choice of packaging takes place taking account all necessary measures to ensure safe shipment of the Products to the best of KENTAMED's judgment

## **8. Data processing**

The Customer gives its express consent to KENTAMED to process any data received in the course of the business relationships and which are necessary for processing the current Order and any latter Order for that matter.

## **9. Reservation of title**

The products delivered shall remain the property of KENTAMED pending performance of all obligations as described in the Order confirmation

## **10. Warranty**

10.1 KENTAMED warrants that the contractual products are free from defects and that they are suitable for the use presupposed in the contract and/or for normal use.

10.2 The warranty period is as specified by the Price List or by the Order confirmation

10.3 The Customer has the obligation use maintain and service the products according to the instruction and the user manual. In a situation where the Customer cannot find appropriate guidance in these documents the Customer, or its Customers for that matter, must contact KENTAMED or its regional representative.

10.4 All consulting services, Data and information on the suitability and application of our goods are not binding and do not exempt the purchaser from performing his own tests and trials. The purchaser is responsible for complying with legal and public authority requirements when using our goods.

10.5 Normal wear and tear is exempted from liability.

10.6 The warranty does not apply in the following cases:

- if the product is modified, improperly installed, serviced, repaired, used or exposed to ambient conditions by the Customer or third parties which do not correspond to the manufacturer's installation requirements
- if the serial number, type reference or similar identification marks are removed or rendered illegible.

10.7 In the event of a defect within the warranty period KENTAMED shall either repair or replace the Products free of charge. KENTAMED reserves the right to decide on the procedures to be followed in the process of repair. The Customer, or its Customers, has the obligation to fully cooperate and follow the instructions given by KENTAMED. In a rare event when the product may need to be shipped back to the production facility the Customer may be required to cover half of the transportation costs.

10.8 All further claims by the Customer or claims by the Customer other than those provided for in these Terms and Conditions shall be excluded irrespective of the legal ground.

## **11. Industrial property rights and copyrights**

11.1 The Customer may not remove, alter, conceal or otherwise obliterate references on the Products relating to copyright, trademarks or other property rights.

11.2 KENTAMED provides no warranty that the Product does not infringe any third party industrial property. The Customer shall inform KENTAMED without delay of all and any claims raised against it on such grounds.

## **10. Liability**

10.1 The Customer may file claims only in the cases specified by the provisions of this document. Further-reaching claims by the Customer are excluded – on any legal grounds whatsoever.

10.2 If the liability of KENTAMED is excluded or limited, such exclusion or limitation shall also apply to the personal liability of personnel and employees

## **12. Place of Jurisdiction**

12.1 The Customer shall have no right to assign its claims arising out of the contract.

12.2 The place of performance and jurisdiction is Sofia, Bulgaria.

12.3 All disputes resulting from this contract will be decided definitively by way of arbitration in the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry, Sofia, Bulgaria, following the Rules of Arbitration of the International Chamber of Commerce.