

General Terms and Conditions
of Summox Dental B.V.

1. Definitions

Agreement	any Agreement that is formed between the Parties relating to the purchase, sale and delivery of Goods by Summox Dental B.V. to the Other Party and/or the provision of Services by Summox Dental B.V. to the Other Party;
Goods	the goods to be delivered by Summox Dental B.V. based on the Agreement to or for the benefit of the Other Party, i.e. items and/or proprietary rights;
Offer	any offer by Summox Dental B.V. to enter into an Agreement;
Other Party	any natural person, legal entity or company with whom Summox Dental B.V. enters into an Agreement or with whom Summox Dental B.V. is negotiating the formation of an Agreement;
Party/Parties	Summox Dental B.V. and the Other Party or each of them individually;
Services	all services to be provided by Summox Dental B.V. based on the Agreement;
Summox Dental B.V.	the private company with limited liability by the name of Summox Dental B.V. in Eindhoven (Ch. of Comm. number 74083546) and one or several of the companies within the same group, i.e. the user of the Terms and Conditions;
Terms and Conditions	these General Terms and Conditions of Summox Dental B.V.;
Written/In Writing	by letter, electronic message or bailiff's notification.

2. Applicability

- 2.1. These Terms and Conditions apply to and form part of all requests for a quotation made by the Other Party, to all Offers and quotations submitted by Summox Dental B.V., to order confirmations by Summox Dental B.V., and to all Agreements concluded and to be concluded by the Other Party with Summox Dental B.V.
- 2.2. If the Terms and Conditions have applied to any Agreement, they automatically – without the need for the relevant Parties to separately agree on this – apply to any agreement concluded afterwards between the Parties, unless expressly agreed otherwise between the Parties In Writing with respect to the relevant agreement.
- 2.3. The applicability to any Agreement of any general or specific terms and conditions applied by the Other Party is explicitly rejected by Summox Dental B.V., unless and after Summox Dental B.V. has explicitly declared In Writing that the relevant terms and conditions apply to an Agreement. Acceptance in this manner of the applicability of the Other Party's terms and conditions to an Agreement does in no event entail that those terms and conditions also apply tacitly to any Agreement concluded afterwards.
- 2.4. If, in the opinion of the competent court, any provision of these Terms and Conditions does not apply or is in violation of public order or the law, only the provision in question will be disregarded and these Terms and Conditions will remain in full force in all other respects. A provision that most approaches the intentions of Summox Dental B.V. replaces any invalid provision.
- 2.5. The following order of priority applies if parts of the Agreement and/or of the corresponding annex(es) and/or the Terms and Conditions are conflicting: firstly the Agreement, secondly the annex(es) and thirdly the Terms and Conditions.
- 2.6. Personal data is processed in the performance of the activities of Summox Dental B.V. The privacy statement of Summox Dental B.V. applies to the processing of personal data (www.summox.com).
- 2.7. If translations of these Terms and Conditions have been published, the version in Dutch prevails over the version(s) in another language.

3. Offers

- 3.1. Unless explicitly stated otherwise, an Offer is subject to contract and valid for the period stated in the Offer. If the Offer does not include a term for acceptance, the Offer in any event expires 14 (fourteen) days after the date stated in the Offer.
- 3.2. All Offers, quotations, order confirmations and statements made by or on behalf of Summox Dental B.V. are addressed only to the Other Party, may not be disseminated, apply as a whole and cannot be accepted partially, and Summox Dental B.V. may revoke them at any time, even after the Other Party has accepted them. The data included therein is indicative only.
- 3.3. If the Other Party provides data, drawings and suchlike to Summox Dental B.V. with a view to the submission of an Offer, Summox Dental B.V. may assume the correctness thereof and will base its Offer thereon. The Other Party indemnifies Summox Dental B.V. against any third-party claim with respect to the use of drawings and suchlike provided by or on behalf of the Other Party.
- 3.4. A price list provided by Summox Dental B.V. to the Other Party or another overview that includes prices in a general sense cannot be qualified as an Offer.

4. Formation of agreements

- 4.1. With due observance of the other provisions of the Terms and Conditions, an Agreement is formed only:
 - (a) if a Written Agreement is concluded that has been signed by both Parties;
 - (b) if Summox Dental B.V. sends a Written order confirmation to the Other Party, which order confirmation in such case is regarded as a correct and complete representation of the Agreement that has been concluded between Summox Dental B.V. and the Other Party;
 - (c) because Summox Dental B.V. has actually carried out the instructions given by the Other Party. In that case, the invoice will be regarded as a correct representation of the Agreement between Summox Dental B.V. and the Other Party.
- 4.2. The Agreement takes the place of and replaces all previous proposals, correspondence, arrangements or other communication between the Parties that has taken place prior to entering into the Agreement.
- 4.3. Changes and/or additions to the Agreement apply only after Summox Dental B.V. has accepted them In Writing. Summox Dental B.V. is not obliged to accept changes and/or additions to an Agreement and is entitled to require that a separate Agreement be entered into. Summox Dental B.V. is authorised to charge on to the Other Party any costs relating to the changes and/or additions to the Agreement.
- 4.4. Commitments made by and arrangements with subordinates or representatives of Summox Dental B.V. are only binding on Summox Dental B.V. towards the Other Party if and to the extent that Summox Dental B.V. has ratified or confirmed these commitments and/or arrangements to the Other Party In Writing.
- 4.5. All legal or other acts and actions performed by an officer or employee of the Other Party within the context of the formation, performance and change of an Agreement between Summox Dental B.V. and the Other Party are deemed to have been duly performed on behalf of the Other Party and are binding on the Other Party. The Other Party cannot rely towards Summox Dental B.V. upon the lack of authority to represent or bind the Other Party in a legally valid manner with respect to these acts or actions.
- 4.6. Apart from the authority granted to the Other Party in these Terms and Conditions, the Other Party is not entitled to terminate the Agreement wholly or partially (including, but not limited to, notice of termination, termination and annulment or extrajudicial annulment). If the Other Party nevertheless proceeds with full or partial termination, Summox Dental B.V. remains entitled to charge the whole amount involved in the Agreement.

5. Prices

- 5.1. All prices of the Goods to be delivered and/or Services to be provided by Summox Dental B.V. are expressed in euros and – unless explicitly stated otherwise – exclude costs of packaging, transport and other costs of shipment, import documents, insurance or transport insurance, travel time, travel expenses and accommodation expenses and also exclude turnover tax and/or other government levies, of any nature whatsoever.
- 5.2. Summox Dental B.V. is authorised to adjust the agreed prices of the Goods to be delivered by it if the agreed price is based on incorrect information provided by the Other Party to Summox Dental B.V. (whether or not intentionally) and/or if the cost of the elements based on which the price has been determined has increased after the Agreement was concluded. These elements include, but are not limited to, raw materials and energy, costs of public utility companies, maintenance costs, service contracts, wages, social insurance contributions, currency exchange rates, taxes, levies and terms and conditions and obligations imposed by the government and/or the industry. Summox Dental B.V. will inform the Other Party In Writing of price changes.
- 5.3. If the Other Party gives instructions to Summox Dental B.V. without explicitly having agreed on a price, the instructions will be carried out, regardless of any Offers made previously or prices applied previously, at the price that applies at the time of the performance of the Agreement.

6. Payment

- 6.1. Payment must be made within 14 (fourteen) days of the invoice date, unless agreed otherwise In Writing. Payment must be made into a bank account specified by Summox Dental B.V. The time when Summox Dental B.V. has received a notification from its bank relating to the credit entry of the relevant sum is decisive for the time of payment.
- 6.2. If an invoice has not been paid in full within the stated period, the Other Party is immediately in default by operation of law, without further notice of default being required, and must pay interest of 1% a month from the date after the due date of the relevant invoice (unless the statutory commercial interest is higher, in which case that interest applies), where part of a month counts as a full month. Furthermore, all extrajudicial collection costs are payable by the Other Party, which costs are hereby established by the Parties in advance at a minimum of 15% of the outstanding debt subject to a minimum of €150.00 without prejudice to the right of Summox Dental B.V. to compensation of the full judicial and extrajudicial costs actually incurred. The above costs are payable from the time that Summox Dental B.V. demands In Writing that the Other Party fulfil their obligations.
- 6.3. If the Other Party fails to pay any invoice within the meaning of Article 6.2, all other outstanding invoices are immediately due and payable as well, without requiring any further notice of default.
- 6.4. Payments made by the Other Party are first used to pay outstanding interest and costs, and subsequently to pay invoices due and payable that have been outstanding for the longest period of time, even if the Other Party states that the payment relates to another invoice.
- 6.5. The Other Party is not entitled to apply any deductions, discounts or setoff or to suspend any payment obligation towards Summox Dental B.V.
- 6.6. Summox Dental B.V. is entitled to set off all claims against the Other Party against any debt that Summox Dental B.V. should have to the Other Party or to persons or legal entities affiliated with the Other Party.
- 6.7. Complaints with respect to sent invoices must have been brought to the attention of Summox Dental B.V. In Writing no later than 2 (two) days before the due date, in the absence of which the Other Party's right to complain lapses.
- 6.8. Summox Dental B.V. is entitled at all times to require full or partial advance payment, as well as any form of security, including – but not limited to – rights of pledge and bank guarantees. If and as long as the Other Party fails to provide the required security or full or partial advance payment, Summox Dental B.V. is authorised to suspend its obligations towards the Other Party.

7. Performance of the Agreement

- 7.1. The periods agreed on by Summox Dental B.V. in the context of an Agreement can never be considered to be strict deadlines. If the agreed period is exceeded, this does not in any event give a right to compensation or termination, except in case of wilful misconduct or gross negligence on the part of Summox Dental B.V.
- 7.2. Without prejudice to the provisions of the previous paragraph, the liability of Summox Dental B.V. towards the Other Party as a result of exceeding the agreed period in case of wilful misconduct or gross negligence is in all cases limited to the amount paid out under the liability insurance policies of Summox Dental B.V. To the extent that the insurer does not make payment, for any reason whatsoever, the liability of Summox Dental B.V. is limited to a maximum of 15% of the invoice value of the part of the Agreement from which liability arises, subject to a maximum of €25,000.
- 7.3. The period stated by Summox Dental B.V. takes effect on the day that all necessary data and/or tools are in the possession of Summox Dental B.V. and all necessary conditions for the performance of the Agreement have been satisfied.
- 7.4. In determining the period, Summox Dental B.V. assumes that it can perform the Agreement under the circumstances prevailing at the time of concluding the Agreement.
- 7.5. Summox Dental B.V. only delivers the Goods or provides the Services agreed on explicitly between the Parties In Writing. If a description of the Goods or Services is missing, only the Goods or Services that are customary in the industry of Summox Dental B.V. are delivered or provided. The Other Party must arrange all other deliveries, activities, permissions, permits and exemptions at their expense.
- 7.6. Summox Dental B.V. has the right to extend the period within which the Goods and/or Services are delivered if due to circumstances at the Other Party's risk and/or expense, or due to changes in the Agreement or in the circumstances under which the Agreement must be performed Summox Dental B.V. cannot reasonably be required to make delivery within the stated period. If, as a result thereof, the activities cannot be fitted into the schedule of Summox Dental B.V., they will be carried out or completed as soon as the schedule of Summox Dental B.V. allows this.
- 7.7. If the activities of Summox Dental B.V. cannot be carried out or cannot be carried out normally due to circumstances for which it cannot be blamed, all resulting costs are payable by the Other Party.
- 7.8. Summox Dental B.V. is authorised to give instructions to third parties for the performance of the Agreement, also on the Other Party's behalf and at the Other Party's expense. The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is explicitly excluded.
- 7.9. In case of a suspension of obligations by Summox Dental B.V. on account of a failure by the Other Party, the period is extended by the term of the suspension. If, as a result thereof, the activities cannot be fitted into the schedule of Summox Dental B.V., they will be carried out or completed as soon as the schedule of Summox Dental B.V. allows this.

- 7.10. Summox Dental B.V. is at all times entitled to terminate the Agreement early for reasons of its own. If Summox Dental B.V. had already started with the performance, it must pay the Other Party the reasonable additional costs involved in the transition to another supplier, except in case of force majeure within the meaning of Article 14.

8. Method of delivery

- 8.1. The risk of the Goods to be delivered to the Other Party passes to the Other Party ex warehouse of Summox Dental B.V. or the warehouse of a third party engaged by Summox Dental B.V. ('Ex Warehouse' as included in the most recent version of the ICC Incoterms). All Goods are transported at the Other Party's risk at all times. Unless the Other Party requests in good time that Summox Dental B.V. take out insurance for the Goods during transport at the Other Party's expense and/or unless otherwise provided in the Agreement, the Goods are transported uninsured by or on behalf of Summox Dental B.V.
- 8.2. If Goods are missing upon delivery, the Other Party must notify Summox Dental B.V. In Writing within 5 (five) working days. In case of a notification after this period has ended, the missing Goods are not credited to the Other Party, neither are the Goods as yet delivered to the Other Party at no cost.
- 8.3. Summox Dental B.V. has fulfilled its delivery obligation by making the Goods available to the Other Party at the agreed time in its warehouse, or in the warehouse of a third party engaged by Summox Dental B.V. The delivery document signed by or on behalf of the Other Party and/or the corresponding annexes of the carrier constitute full proof of the delivery by Summox Dental B.V. of the Goods stated in the delivery document and/or corresponding annexes.
- 8.4. The offering for delivery of ordered Goods to the Other Party by Summox Dental B.V. is considered equivalent to the delivery of these Goods. If the Other Party refuses to take delivery of the Goods offered for delivery, Summox Dental B.V. will store the relevant Goods for 15 (fifteen) working days after the date of offering at a location to be determined by it. After the expiry of this period, Summox Dental B.V. is no longer obliged to keep the Goods ordered by the Other Party at the disposal of the Other Party, and it is entitled to sell the Goods to a third party or to otherwise dispose of them. Nevertheless, the Other Party remains obliged to fulfil the Agreement by taking delivery of the relevant Goods on the demand of Summox Dental B.V. at the agreed price, while the Other Party is also obliged to compensate the loss of Summox Dental B.V. arising from the Other Party's previous refusal to take delivery of the relevant Goods, including costs of storage and transport.

9. Retention of title

- 9.1. The ownership of the Goods delivered by Summox Dental B.V. only passes to the Other Party after they have paid in full all that they must pay under any Agreement, including claims with respect to a penalty, interest and costs or otherwise. Until that time, the Other Party is obliged to keep the Goods delivered by Summox Dental B.V. separate from other items and clearly identified as the property of Summox Dental B.V.
- 9.2. If the laws of the country of destination of the Goods have farther-reaching possibilities for retention of title than provided above in Article 9.1, the Parties agree that these farther-reaching possibilities are deemed to have been stipulated for the benefit of the seller, subject to the proviso that if it cannot objectively be established which farther-reaching rules this provision pertains to, the above provisions of Article 9.1 continue to apply.
- 9.3. If and as long as Summox Dental B.V. is the owner of the Goods, the Other Party is not entitled to sell them, rent them out or allow third parties to use them, pledge them or otherwise encumber them, other than in the ordinary course of business.
- 9.4. Summox Dental B.V. has the right to unhindered access to the Goods owned by it. The Other Party will provide Summox Dental B.V. all cooperation to give Summox Dental B.V. the opportunity to exercise the retention of title included in Article 9.1 by taking back the Goods. All costs involved in taking back the Goods are payable by the Other Party.
- 9.5. If and as long as Summox Dental B.V. is the owner of the Goods, the Other Party will immediately notify Summox Dental B.V. if the Goods are attached or are in danger of being attached or if the Goods or any part thereof are otherwise claimed. The Other Party must also notify the third party of the rights and property rights of Summox Dental B.V.
- 9.6. The Other Party is obliged to take out insurance for the Goods delivered to them subject to retention of title and to keep them insured against damage, loss and theft, and to allow Summox Dental B.V. to inspect the policies and proof of payment of the insurance premiums on demand.
- 9.7. If Summox Dental B.V. cannot rely on its retention of title due to confusion, specification or accession relating to the delivered Goods, the Other Party is obliged to immediately pay the outstanding claim to Summox Dental B.V. or to provide alternative security equivalent to the value of the Goods that have been confused, have formed a whole with another item or have been acceded. Alternative security includes – but is not limited to – the creation of a pledge and the provision of a bank guarantee. If Summox Dental B.V. requires security in the form of a pledge or undisclosed pledge, the Other Party undertakes to sign a deed creating the pledge.

10. Inspections and complaints

- 10.1. The Other Party is obliged to check the Goods delivered and Services provided for any defects immediately after delivery or provision.

- 10.2. A complaint with respect to visible defects must be reported to Summox Dental B.V. In Writing and with substantiation immediately after discovery, but no later than 8 (eight) days after the delivery of the Goods and/or provision of the Services. Any other defect must be reported to Summox Dental B.V. In Writing and with substantiation 8 (eight) days after discovery of this defect.
- 10.3. After any defect has been established, the Other Party is obliged to do or refrain from doing anything respectively that is reasonably possible and necessary to prevent any damage or loss or further damage or loss. The Other Party is furthermore obliged to follow the instructions given by Summox Dental B.V.
- 10.4. All remedies and powers available to the Other Party based on a defect lapse if no complaint is submitted within the periods stated in this article and/or if Summox Dental B.V. has not been given the opportunity to remedy the defects.
- 10.5. If a complaint is unjustified, any associated costs are payable by the Other Party.
- 10.6. An independent expert is engaged if the Parties do not reach agreement on the question as to whether a defect exists. The expert is appointed by Summox Dental B.V. in consultation with the Other Party. The costs thereof are payable by the more unsuccessful party.
- 10.7. Complaints of any nature whatsoever regarding the performance of the Agreement by Summox Dental B.V. never suspend the Other Party's payment obligation and may only be communicated to Summox Dental B.V. In Writing.
- 10.8. On the condition that a complaint has been submitted in accordance with the provisions of this article and with good reason, Summox Dental B.V. will adjust the amount that was charged, correct the rejected activities at no cost or carry them out again, deliver new or replacement Goods or new or replacement parts of Goods at no cost, repair Goods or parts of Goods at no cost or terminate the Agreement wholly or partially in exchange for a refund of the amount already paid by the Other Party calculated proportionally, such at the sole discretion of Summox Dental B.V. Summox Dental B.V. has fulfilled its obligations and guarantee obligations in this respect in full by means of one of the above actions.

11. Expiry periods

Legal action must be brought within 1 (one) year of the complaint being made in good time, at the risk of such a claim lapsing.

12. Termination and suspension

- 12.1. Without prejudice to its right to compensation, Summox Dental B.V. is entitled with immediate effect, without notice of default and without judicial intervention to (1) suspend the performance of the Agreement and/or (2) terminate that Agreement either wholly or partially if:
 - a. the Other Party does not, not in good time or not properly fulfil any obligation under the Agreement;
 - b. a winding-up petition has been filed or a suspension of payments has been applied for in respect of the Other Party, or, if the Other Party is a natural person, a debt restructuring has been applied for;
 - c. the Other Party's business is dissolved, wound up or shut down;
 - d. executory attachment is levied on all or a substantial part of the Other Party's assets;
 - e. Summox Dental B.V. has good reason to fear that the Other Party is not or will not be able to fulfil their obligations under the Agreement concluded with Summox Dental B.V.

13. Liability and guarantee

- 13.1. Summox Dental B.V. is not liable for any damage or loss suffered by the Other Party or third parties, except to the extent that this damage or loss is the direct result of wilful misconduct or gross negligence on the part of Summox Dental B.V.
- 13.2. Without prejudice to the provisions of the previous paragraph, the liability of Summox Dental B.V. towards the Other Party is in all cases limited to the amount paid out under the liability insurance policies of Summox Dental B.V. To the extent that the insurer does not make payment, for any reason whatsoever, the liability of Summox Dental B.V. is limited to a maximum of 15% of the invoice value of the part of the Agreement from which liability arises, subject to a maximum of €25,000.00.
- 13.3. Summox Dental B.V. is in no event liable for indirect damage or loss, including – but not limited to – trading loss, consequential loss, damage to property in the care, custody or control of, but not owned by the insured, loss due to delay, and loss of profits or loss of turnover, except in case of wilful misconduct or gross negligence on the part of Summox Dental B.V.
- 13.4. The Other Party will indemnify Summox Dental B.V. against all third-party claims related directly or indirectly to Goods and/or Services or the use thereof, and they will compensate Summox Dental B.V. for all damage or loss that Summox Dental B.V. suffers as a result of such claims.
- 13.5. Without prejudice to the provisions of the previous paragraphs, Summox Dental B.V. at all times has the right, if and to the extent possible, to remedy the Other Party's damage or loss within a reasonable period or to limit it by means of repair or replacement of the Services provided and/or Goods delivered.

- 13.6. Summox Dental B.V. does not provide a more extensive guarantee with respect to the Goods and Services than what has been agreed on with the Other Party In Writing. In case of design, material or manufacturing faults, the Other Party is only entitled to have these faults remedied, unless Summox Dental B.V. decides to replace the Goods.
- 13.7. Summox Dental B.V. cannot in any event be held liable to pay compensation if:
- (a) the defects in the Goods are the result of improper and/or incorrect use or other acts, which in any event include adjustments, modifications, assembly, repairs and transport of the Goods. Incorrect use includes the failure to maintain the Goods, or the Goods on which or in which the Goods have been incorporated, according to the instructions of Summox Dental B.V. In case of a claim for compensation under the guarantee or on account of non-conformity, the Other Party is obliged to submit evidence that they have maintained the Goods according to the instructions of Summox Dental B.V.;
 - (b) the cause of the defect in the Goods cannot be found;
 - (c) not all instructions given for the use of the Goods and other guarantee provisions that specifically apply have been observed strictly and in full;
 - (d) it concerns faults that are wholly or partially the result of government regulations relating to the quality or the nature of the used materials or relating to manufacturing;
 - (e) the Other Party makes changes and/or repairs or has/had another party make changes and/or repairs to the delivered Goods at their own initiative during the guarantee period;
 - (f) the Other Party has not fulfilled all of their obligations towards Summox Dental B.V., both financially and otherwise, in good time and in full.

14. Force majeure

- 14.1. Force majeure is understood to include any circumstance beyond the control of Summox Dental B.V. that wholly or partially reduces or prevents the fulfilment of its obligations towards the Other Party or as a result of which the fulfilment of its obligations cannot reasonably be required of Summox Dental B.V., regardless of whether that circumstance could have been foreseen at the time of concluding the Agreement.
- 14.2. Force majeure within the meaning of Article 14.1 includes – but is not limited to – problems at and/or serious disruptions in the production process of suppliers (including utility companies), operational breakdowns, non-delivery of necessary materials by third parties, work strikes, emergencies at Summox Dental B.V., excessive sickness absence of the staff of Summox Dental B.V., fire, special weather conditions (such as flooding), measures taken by government agencies, both at national and international level (including but not limited to import and export bans and import and export impediments), threats of war, mobilisation, civil commotion, riots, state of siege, sabotage, traffic congestions, machinery breakdown, transport delay, pandemics and epidemics.
- 14.3. Summox Dental B.V. will inform the Other Party as soon as possible of an impending or actual situation of force majeure. In that case, Summox Dental B.V. is entitled to suspend the Agreement as long as the situation of force majeure continues by means of a Written notification to that effect without being obliged to pay compensation.
- 14.4. If the situation of force majeure has lasted longer than 30 (thirty) days, or if it has been established that it will last longer than 30 (thirty) days, Summox Dental B.V. has the right to terminate the Agreement by giving notice, without the Other Party being entitled to exercise any right to compensation.

15. Production tools

If Summox Dental B.V. creates a new item from items such as (but not limited to) dies, moulds, stamps, prototypes, special tools and drawings (the 'production tools') that are the property of third parties, it forms this new item for itself.

16. Non-disclosure

- 16.1. The Other Party and their hired staff or own staff, as well as the third parties engaged by them and their hired staff or own staff, are obliged to keep secret all information of which the Other Party knows or reasonably should know that it concerns confidential information, and to only use this for the performance of the Agreement.
- 16.2. In any case, confidential information includes (but is not limited to): personal data, data traceable to clients of Summox Dental B.V., working methods, pricing, advice, quotations, communication about the Agreement and its performance, and company data of Summox Dental B.V., and rights and intellectual property rights and items such as designs, drafts, advice, simulations, models, etc. made available by Summox Dental B.V. that are the basis of the Goods.
- 16.3. If the provisions of this article are violated, the Other Party must pay Summox Dental B.V. an immediately payable penalty of €25,000.00 for each violation, without a further notice of default being required, without prejudice to the right of Summox Dental B.V. to claim full compensation.

17. Intellectual property rights

- 17.1. All intellectual property rights relating to the Goods and/or the results of Services including (but not limited to) copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, equipment or software (in object code and source code), data and data files, dies and moulds are vested exclusively in Summox Dental B.V. If Summox Dental B.V. develops any Goods on the Other Party's instructions, the intellectual property rights thereto are vested in Summox Dental B.V. The Other Party acknowledges these rights and guarantees that they will refrain from any infringement thereof.
- 17.2. Exclusively for the term of the Agreement the Other Party acquires a non-exclusive and non-transferable (both in a contractual and in a property-law sense) revocable right of use in respect of the above intellectual property rights merely for the purposes arising from the Agreement and on the condition of complete fulfilment by the Other Party of their obligations under the Agreement and these Terms and Conditions. The Other Party cannot and may not sublicense or license this right of use to third parties or others, unless otherwise agreed In Writing.
- 17.3. Without the prior consent of Summox Dental B.V. the Goods delivered by Summox Dental B.V. may not be reproduced, made publicly available, or brought to the notice of any third parties by the Other Party other than to the extent allowed pursuant to the use intended in the Agreement.
- 17.4. Summox Dental B.V. is entitled to provide the Goods with names, marks or figurative marks, coding and/or other statements that make it possible to retrace the origin of the Goods.
- 17.5. Summox Dental B.V. indemnifies the Other Party against claims to the Goods delivered and/or provided by Summox Dental B.V. with respect to claims based on the infringement of intellectual property rights that apply in the Netherlands, provided that the Other Party (a) will immediately notify Summox Dental B.V. of the existence and the content of the claim; and (b) leaves the handling of the case, including effecting a settlement, entirely to Summox Dental B.V. To that end, the Other Party will cooperate fully in the necessary formalities and, if necessary, allow Summox Dental B.V. to put forward a defence against these claims in the Other Party's name. This obligation to indemnify lapses if the infringement is related to changes that the Other Party has made or had a third party make to the Goods, and if these Terms and Conditions are violated by the Other Party.
- 17.6. If it is irrevocably established at law that the Goods of Summox Dental B.V. infringe an intellectual property right belonging to a third party, or if in the opinion of Summox Dental B.V. there is a good chance that an infringement occurs, Summox Dental B.V. will, if possible, ensure that the Other Party can continue using the Goods that were delivered or provided, for example by adjusting the infringing parts or by acquiring a right of use for the Other Party. If Summox Dental B.V. at its sole discretion cannot or can only in a manner that is financially or otherwise unreasonably onerous for it ensure that the Other Party can continue using the delivered items, Summox Dental B.V. will take back the delivered items in exchange for a crediting of the acquisition costs minus a reasonable usage fee. Summox Dental B.V. will not make such choice until it has consulted with the Other Party. Any other or further liability or obligation to indemnify on the part of Summox Dental B.V. on account of infringement of third-party intellectual property rights is excluded.

18. Applicable law and competent court

- 18.1. Dutch law applies exclusively with the exclusion of the Vienna Sales Convention to all Agreements concluded by Summox Dental B.V.
- 18.2. All costs that Summox Dental B.V. has incurred in connection with these proceedings are payable by the Other Party if the legal proceedings are decided in favour of Summox Dental B.V.
- 18.3. All disputes between the Parties are settled exclusively by the Court of Oost-Brabant, Eindhoven location.