

# GENERAL PURCHASE TERMS AND CONDITIONS (GPTC)

## 1. Scope of Application

**1.1.** These General Purchase Terms and Conditions shall apply for the purchase of material or services (hereinafter referred to as “Goods or Services”) for the purposes of **DIPLOMAT DENTAL s.r.o.** (hereinafter referred to as “GPTC”) and are an integral part of any issued purchase order.

**1.2.** Upon the receipt of the purchase order from the Buyer, the Seller thereby agrees with these GPTC unconditionally and shall send a written confirmation of the order to the Buyer within 48 hours.

**1.3.** These GPTC shall apply unless the Contract stipulates otherwise (pursuant to § 273 par. 2 of the Commercial Code) or unless the Contract specifically excludes the application thereof.

## 2. Purchase Price

**2.1.** Unless agreed otherwise, the price for the supply of goods or services shall be in Euros without VAT. **DAP Diplomat Dental s.r.o., Piešťany** (Incoterms) shall apply unless specified otherwise in the order.

**2.2.** The price of the material or services is specified in the received valid purchase order or price list confirmed in writing. Any change or modification of the price must be approved by the Buyer in writing.

## 3. Payment and Delivery Terms

**3.1.** Delivery terms shall be interpreted in accordance with INCOTERMS published by the International Chamber of Commerce.

**3.2.** The delivery date specified in the confirmed order shall be final and binding on the Seller. In case of *vis major* (force majeure), the Contract shall cease to be binding on each of the contracting parties and any breach (whether total or partial) or delay in performance of any term of the GPTC by any of the contracting parties shall be tolerated. The party in breach shall not be liable for any damage, provided that the breach or delay in performance is a direct or indirect result of *vis major*. The contracting party, however, shall immediately inform the other party of the occurrence of *vis major*. For the purposes of the GPTC, natural disasters, revolutions, wars (declared or undeclared), or any other similar circumstances shall be deemed *vis major*.

**3.3.** The Seller shall issue an invoice for the Buyer and send it via mail or electronic means to the address of the Buyer; the invoice may also be attached to the delivery note.

**3.4.** The invoice must contain complete tax information, the purchase order number, the delivery note number, and/or the contract number.

**3.5.** The Buyer shall pay the invoice within 60 days from the issue date, unless agreed otherwise in writing.

**3.6.** The Seller shall not assign its claims against the Buyer to any third party without the prior written consent of the Buyer.

## **4. Packaging of Goods**

**4.1.** The Seller shall deliver the material securely packaged and labeled to prevent any damage, degradation, or loss during transportation.

**4.2.** The Seller shall be fully liable for any damage, costs, or losses caused by improper packaging or labeling.

## **5. Claims and Warranties**

**5.1.** The Seller warrants that the supplied goods, materials, or services shall be free from defects in design, materials, and workmanship, and shall conform to all relevant technical specifications and standards for the duration of the warranty period.

**5.2.** The standard warranty period for the goods shall be **24 months** from the date of delivery to the Buyer, or **24 months from the date the final product is installed and put into operation for the end-user**, whichever occurs later. However, the Seller's total warranty liability shall not exceed **27 months** from the date of delivery to the Buyer.

**5.3.** By way of exception to Article 5.2, components classified as **consumable parts or items subject to normal wear and tear** shall be limited to a warranty period of **12 months** from the date of delivery.

**5.4.** For the purposes of these GPTC, consumable parts and components subject to normal wear and tear include, but are not limited to, the following items:

- Suction hoses, instrument hoses, and complete hose systems (including cables with Fisher connectors for DX SRG motors).
- Instruments completed by the manufacturer and supplied as components.
- Sets of separators and amalgam catchers utilized in suction systems.
- Upholstered parts of dental units, patient chairs, and stools.
- Input filters and fluid-path components in direct contact with media or water (including solenoids, pressure-reducing valves, boilers/heaters, and filter-regulators).

**5.5.** The warranty shall not apply to:

- Damages caused by external causes beyond the Seller's control (e.g., power voltage fluctuations, water pressure alterations in the main distribution, waste clogging, or flooding).
- Consumable light bulbs.
- Normal wear and tear extending beyond the 12-month period specified in Article 5.3.
- Repairs, installations, or modifications performed by any person without a valid certificate issued by DIPLOMAT DENTAL s.r.o.

**5.6.** The Seller shall be fully liable for all defects in the material, including defects caused by the original Manufacturer, Subcontractors, or any third party within the Seller's supply chain.

**5.7.** The goods are considered defective if they do not serve the purpose specified in the Contract, their intended use, or if they do not possess the specifications expressly provided for in the Contract, applicable law, or applicable technical standards.

**5.8.** A supply of defective goods shall be deemed a material breach of Contract. In the event of a defect, the Buyer may at its sole discretion:

- a. Require the Seller to replace the defective goods.
- b. Require the delivery of any missing goods or components.
- c. Require the immediate free repair of the defective goods.
- d. Request a reasonable discount on the purchase price.
- e. Terminate the Contract/Order.

Claiming a warranty shall not affect the Buyer's separate claims for damages and/or liquidated damages.

**5.9.** The Seller shall send a written statement within **48 hours** of receiving a claim notice from the Buyer. The claim must be completely settled, and replacement parts delivered, at the Seller's sole expense within **20 days** of receipt of the claim, unless agreed otherwise in writing.

**5.10.** Should the Seller be in default with the removal or replacement of defective components, the Buyer reserves the right, without the consent of the Seller, to remedy the defects or source replacement parts from a third party at the sole expense of the Seller. The Buyer shall notify the Seller of such action immediately.

## **6. Penalties**

**6.1.** Should the Buyer fail to pay a valid invoice when due, the Seller shall be entitled to default interest of 0.03% of the invoiced amount for each day of delay.

**6.2.** Should the Seller fail to meet the agreed delivery date, the Buyer shall be entitled to liquidated damages of 0.03% of the price of the delayed goods for each day of delay.

**6.3.** Should the Seller withdraw from the performance of the order through no fault of the Buyer, the Seller shall fully refund all incurred costs associated with the performance of the Contract to the Buyer.

**6.4.** In the event of default in payment of the contract price by the Buyer, the Seller shall request in writing that the stipulated price be paid within an additional grace period, which shall be no less than 15 days. The Seller shall enforce the claim only after the lapse of the aforementioned period.

## **7. Dispute Resolution**

**7.1.** The parties shall attempt to resolve any dispute, contradiction, or claim related to the purchase order or contract by mutual amicable agreement.

## **8. Special Provisions**

**8.1.** The ordered goods shall become the property of the Buyer upon full payment of the invoices issued by the Seller.

**8.2.** Any costs, penalties, fees, fines, or late payment interests incurred by the Buyer due to late delivery by the Seller which are claimed by final customers against **Diplomat Dental s.r.o.** shall be paid in full by the Seller, provided the delay was caused by or is attributable to the Seller.

## **9. Final Provisions**

**9.1.** Any changes, modifications, or amendments to these GPTC shall be made exclusively in the form of written amendments confirmed and signed by authorized representatives of both parties.

**9.2.** The parties hereby agree that any dispute originating from the legal relationships established by the Agreement or relating thereto, including all ancillary legal relationships, claims for unjust enrichment, claims for damages, or disputes on the validity, interpretation, and termination of the Agreement or this arbitration clause, shall be submitted solely to the **1. Trenčín Arbitration Court** based at Piaristická 276/46, 911 40 Trenčín (hereinafter referred to as "TRS") under the provisions of its Rules of Procedure and Statute. The Parties undertake to submit to the decision of TRS. Its decision shall be final, binding, and enforceable. The Parties further agree that:

- **a.** An action under § 40 sec. 1 h) of Act No. 244/2002 Coll. on Arbitration Procedure (grounds for retrial) shall not be applied.
- **b.** The arbitrator shall be appointed solely by the arbitration court pursuant to § 8 sec. 1 of the Act on Arbitration Procedure.
- **c.** In case of commercial disputes, TRS may decide according to the principles of justice.
- **d.** The judgment of the arbitration court cannot be examined at the request of another Party by another arbitration chamber of TRS.

**9.3.** Upon the receipt of a binding purchase order from the Buyer, the Seller confirms that it has thoroughly read these GPTC, understood the complete content thereof, and expresses its unconditional consent therewith in true and free will.

Piešťany, 1.3.2026