



GENERAL DELIVERY TERMS and CONDITIONS

1. Area of Application

- 1.1. These General Terms and Conditions apply to all deliveries between FOMA BOHEMIA spol. s.r.o.(Ltd), Jana Krušinky 1737/6, Pražské Předměstí, 500 02 Hradec Králové, Czech Republic (email: foma@foma.cz, tel.+420 495 733 111), VAT Reg.No: CZ62024078, Registered at Regional Court Hradec Králové, under No.C6604 as the Supplier and by the Customer of goods or services as the Buyer.

2. Minimum Quantity

- 2.1. Minimum value of goods ordered for the first delivery must be **3,000€** (or equivalent in another currency) as a minimum. The minimum value of goods ordered for following orders must be **5,000 €**. This value will be calculated in basic prices, i.e. without any discounts and transport, insurance, special packaging and other charges.
- 2.2. In case that the above mentioned amounts would not be fulfilled, there can be invoiced a special manipulation charge in high up to 10% of the value of invoiced goods but at minimum of 50 €.

3. Delivery Terms

- 3.1. The prices, quoted in Price List are to be understood **FCA FOMA BOHEMIA Ltd., Hradec Králové, Czech Republic (Incoterms 2010)**. Other delivery terms can be arranged through an agreement between FOMA BOHEMIA and the Buyer.
- 3.2. Unless otherwise specified, ownership rights are transferred to the buyer handing the consignment over to the first carrier.

4. Payment Terms

- 4.1. Common payment term is „**In advance**“. Other payment terms (irrevocable and confirmed Letter of Credit etc.) can be arranged through an agreement between FOMA BOHEMIA and the Buyer. In case of agreement on the other payment terms can be invoiced the special charges connected with the bank procedures.

5. Time of Delivery

- 5.1. If the payment for goods, indicated in price list as „standard“, is received by the 25th day of a month, the consignment will be dispatched or ready for pick up usually in 6-12 weeks (considering the type and structure of order) after receiving the payment or receiving the bank message that the L/C has been opened, etc.
Other delivery time can be arranged through an agreement between FOMA BOHEMIA and the Buyer.
- 5.2. For goods, indicated in price list as „nonstandard“, the delivery time will be agreed between FOMA BOHEMIA and the Buyer separately for each case, considering the production possibilities of FOMA BOHEMIA.

6. The Quality of Goods and the Warranty

- 6.1. If there is not agreed otherwise, FOMA BOHEMIA guarantees, that the quality of delivered goods is in accordance with the qualitative requirements of Producer's Standards. In case the Buyer obtains goods, which is not in accordance with these requirements, he is obliged to inform FOMA BOHEMIA immediately about that fact. The Buyer then proves the discrepancies by returning samples of defective goods to FOMA BOHEMIA or presenting a review of an independent quality control institution. FOMA BOHEMIA will consider the issue and if the claim is found valid, FOMA BOHEMIA will negotiate with



the Buyer the way of compensation suitable for both parties (replace the defective goods with other products of a good quality or other way of compensation). FOMA BOHEMIA will not accept any claims in case, that the defects are caused by inappropriate storage or usage of goods.

- 6.2. Informing FOMA BOHEMIA about any detected defects, the Buyer is obliged to specify precisely right away in the first message:
- the specific consignment, which the goods has been delivered in (by specifying the number of invoice, the number of packages etc.),
 - the nature of defect,
 - the quantity of items (packages etc.), which the defect has been detected on.
- 6.3. The quality claims must be applied withing the warranty period - before the expiry date of the product.
- 6.4. The quantity claims must be applied 7 days after receiving goods by Buyer at the latest.

7. Others

- 7.1. FOMA BOHEMIA manufactures and distributes products in accordance with the laws and regulations of the country of manufacture.
The Buyer undertakes to import the products and subsequently distribute, resp.use them in accordance with the valid laws and regulations in the importing country, resp.country of the user.
- 7.2. The Buyer is responsible for ensuring that the Product can be used in the country of destination, and that there are no local regulations preventing this. If so, the Buyer will immediately inform FOMA BOHEMIA before the transaction and will document the situation in such a way, that the issue can be solved together.

8. Labeling on product packaging

- 8.1. The Supplier, that in its country markets the products which are subject to REGULATION (EC) No 1272/2008 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 December 2008 on Classification, Labelling and Packaging of Substances and mixtures, as amended, is responsible for execution of all Regulation requirements.
- 8.2. Private label packaging: The Buyer is fully responsible for the content and design of the packaging.

9. Information according to Article 33 of REACH

- 9.1. The products DENTIX, INDUX, FOMADUX (DB, RF) contain lead. This substance is included in the list of substances (for possible inclusion in Annex XIV). After handling, hygiene rules must be followed. More information at www.foma.cz.
- 9.2. SCIP number for industrial radiographic films: 07f9cd22-0a36-44cc-acc6-6a62e28b200d.
- 9.3. SCIP number for dental radiographic film: b8c1bf7c-a103-4e16-9f80-20dde5fc02f4.

10. Governing Law and Jurisdiction

- 10.1 The business relationship shall be governed by and construed in accordance with and Subject to the law of Supplier.
- 10.2 Any dispute, discrepancy, question or claim arising from implementation or interpretation of this Agreement or either directly or indirectly connected with it, will be finally settled by arbitration carried out by the Arbitration Court in Supplier's country in accordance with its Rules and Statutes.
- 10.3 The Parties expressly put on record that they undertake to comply with the arbitration award issued.

11. Final provisions

- 11.1 All changes of the Price List are reserved.