

DENTAL PRODUCTS - CONDITIONS OF SALE

Effective from 21 January 2008

In these conditions of sale, "Renishaw" means Renishaw plc and "Buyer" means the buyer of dental products from Renishaw.

The following are the conditions of sale that apply to the supply of dental products ("Goods") to the Buyer.

1. Making of Contract

- 1.1 No contract for the sale of Goods exists until Renishaw either issues an acceptance of order or (if no acceptance of order is issued) delivers the Goods.
- 1.2 No other terms and conditions apply unless specifically agreed by Renishaw in writing.

2. Prices and payment

- 2.1 If not separately quoted, value added tax shall be payable in addition, where applicable.
- 2.2 Unless otherwise agreed in writing Buyer shall pay in full for the Goods not later than 30 days from the date of invoice. Interest on overdue sums shall be charged at 2 per cent per month until payment is received after as well as before any judgment for such sums.

3. Delivery

- 3.1 All delivery dates are estimates only and the time of delivery is not of the essence of the contract. In no circumstances shall Renishaw be liable to compensate Buyer for non-delivery or late delivery of the Goods, or for any loss, consequential or otherwise, arising.
- 3.2 Buyer shall not be entitled to cancel orders in any circumstances.

4. Risk and Property

- 4.1 Risk of loss of or damage to the Goods shall pass to Buyer at the time of delivery.
- 4.2 Except for Goods that are to be put into clinical use for a specific dental patient, property in the Goods shall not pass to Buyer until all sums due or owing to Renishaw by Buyer on any account have been paid and until payment the following provisions of this Condition 4 shall apply.
- 4.3 If the Buyer does not pay any sum owing to Renishaw on time then Renishaw shall be entitled to the immediate return of all Goods to which Condition 4.2 applies and Buyer hereby irrevocably authorises Renishaw to recover the Goods or documents and to enter any premises of Buyer for that purpose. Renishaw's demand for or recovery of the Goods shall not itself discharge Buyer's liability to pay the whole of the price and take delivery of the Goods or Renishaw's right to sue for the whole of the price.

5. Buyer's Default

- 5.1 Renishaw may at its option cancel or withhold all further deliveries if Buyer:
 - 5.1.1 does not pay any sum due under this or any other contract between Renishaw and Buyer on time;
 - 5.1.2 being a natural person, dies or becomes bankrupt;
 - 5.1.3 being a company, enters into liquidation or if an administrator or receiver or administrative receiver is appointed over all or part of its undertaking, property or assets;
 - 5.1.4 enters or offers to enter into any arrangement or composition with his or its creditors; or
 - 5.1.5 suffers anything similar or analogous to any of the foregoing under the laws of any jurisdiction in which Buyer is incorporated, resident or carries on business.
- 5.2 Buyer shall immediately give notification to Renishaw if 5.1.2 - 5.1.5 shall apply, and in the case of death, the Buyer's representatives shall give such notification.

6. Defects in Goods

- 6.1 For Goods that are dental frameworks supplied by Renishaw to the Buyer for finishing and supply by the Buyer to the Buyer's customer as a custom medical device, Renishaw will replace the Goods within a period of 10 years after the Goods have been delivered where the defect in the Goods arises solely from faulty materials or workmanship. This warranty does not apply to any defects caused by the finishing work or misuse or mishandling of the Goods by the Buyer.
- 6.2 For Goods that are not dental frameworks Renishaw will replace defective Goods within a period of twelve months after the Goods have been delivered where the defect arises solely from faulty materials, design or workmanship. This warranty does not apply to any defects caused by the misuse or mishandling of the Goods by the Buyer.
- 6.3 Any Goods returned to Renishaw are at Buyer's risk.

7. Limitation of Liability

NOTE - THE FOLLOWING PROVISIONS SET OUT THE ENTIRE FINANCIAL LIABILITY OF SELLER FOR ANY BREACH OF CONTRACT AND ANY REPRESENTATION OR NEGLIGENCE UNDER THE CONTRACT.

- 7.1 All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- 7.2 Nothing in these Conditions excludes or limits Renishaw's liability for death or personal injury caused by Renishaw's negligence.
- 7.3 Subject to 7.1 and 7.2 above Renishaw's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise arising in connection with the contract is limited to £50,000. In addition, and subject to such total liability:
 - 7.3.1 Renishaw's liability for defects is limited to the obligations in Condition 6;
 - 7.3.2 Renishaw's liability for breach of obligations under Condition 6 is limited to the price of the relevant part of the Goods in question;
 - 7.3.3 Renishaw's liability for damage to tangible property is limited to making good or replacing damaged property;
 - 7.3.4 Renishaw is not liable for any indirect or consequential loss or damage (including but not limited to loss of data, profits, business, goodwill or otherwise) or any claims of third parties; and
 - 7.3.5 Renishaw is not liable for any claim unless (a) full details of the claim have been given to Renishaw within one month of the matters giving rise to the claim becoming known to the Buyer and (b) legal proceedings in respect of the claim are begun within 12 months of that date.

8. Export Control

- 8.1 If the Buyer intends to export or re-export any item after receipt from Renishaw (including deemed exports), the Buyer shall request and obtain all necessary licences for the use and/or export of said items.
- 8.2 In complying with applicable export controls Renishaw and its suppliers may need to seek an export licence and/or make a rating enquiry to the applicable government(s), which may delay a shipment. Buyer agrees that in such cases Renishaw is not liable for such delay.

9. Proper Law

The contract shall be governed by and interpreted in accordance with English law and Buyer submits to the exclusive jurisdiction of the English courts.