

Straumann's Standard Terms and Conditions for Purchase of Goods and Services ("STP")

1. Definitions

Straumann under this STP refers to the Straumann Group company that actually procures Goods/Services on the basis of this STP and as expressly indicated in the Order as the purchasing entity.

Affiliate(s) under this STP, with regard to a party, means a company which is directly or indirectly controlled by such party, controls such party, is under common management with such party, or is under joint control with such party, whereby joint control means at least 50% of the shares, equity or voting rights are held.

Straumann Group under this STP means Straumann and its Affiliates.

CAPEX Expenditure under this STP means funds used by Straumann to acquire, upgrade, and maintain physical assets such as property, plants, buildings, technology or equipment.

Goods/Services under this STP means any production materials, devices, equipment, raw materials, components, machines, packaging and other assets specified in the Order (as defined hereunder), as well as related work or services; which are not for the production of Straumann's products but are used to support daily operations of Straumann

For avoidance of doubt, **Goods/Services** under this STP does not include:

- (1) any medical devices;
- (2) any services relating to consulting, legal services, finance services, lease, property leasing, intellectual property and/or information technology software license, information technology products and information technology related services (e.g. data or system integration);
- (3) any Goods/Services relating to CAPEX Expenditure;
- (4) any donation or sponsorship;
- (5) any product registration or clinical trial; and
- (6) any third party labor dispatch or labor outsourcing service

which shall be subject to separate validation, procurement and contracting process and offline agreements.

Intellectual Property Rights under this STP means all patents, utility models, design rights, trademarks, production designations, copyrights, any other industrial or intellectual property rights irrespective of whether such have been registered or registration has been applied for (including the right to apply for one of the aforementioned rights) in any jurisdictions, and trade secrets including know-how.

Service Deliverables under this STP means all tangible and intangible work results created by Supplier during the execution of the Order or performance of Services.

Supplier under this STP means the party who accepts (explicitly, impliedly or accept by performance) the Order (as defined hereunder) issued by Straumann and obliges to deliver Goods/Services to Straumann on the terms and conditions of the STP.

Working Day under this STP means a day on which all local commercial banks in the place where

Straumann situated are open for business.

- 1.1 In writing or written under this STP also includes any written instructions, variations and/or orders from Straumann via email, fax, or electronic data exchange unless written form (signed version) is explicitly required.
- 1.2 Scope of application. This STP apply to the purchase of all Goods/Services by Straumann from the Supplier except where expressly excluded in Section 1 (Definitions).

In case of the supplier documents sent by the Supplier describing the details of Goods/Services such as quotations, service delivery schedule, and etc. ("**Supplier Document**"), such Supplier Document (but excluding any Supplier's terms and conditions contained thereof), after being confirmed by Straumann in writing (including email) will be treated as part of the Order.

In the event that there is a separate offline written agreement between the parties for the same subject matter such as a framework purchase agreement or statement of work and etc. ("**Offline Agreement**"), the Offline Agreement together with the STP and an Order (as defined hereunder) shall govern the purchase of Goods/Services. In the event of any conflict between the Offline Agreement (including all exhibits, appendices or schedules), the STP and an Order, the following order of precedence governs to the extent of such conflict: (i) first, the Offline Agreement; (ii) second, the Order; and (iii) third, this STP.

- 1.3 Any other terms and conditions tendered by Supplier in their standard forms, instruments, and offer letters, including Supplier's terms and conditions in any electronic media (where acquiescence, approval or agreement requires a mouse click or electronic signature) are hereby expressly rejected. This STP also apply and prevail in case of conflict if the Supplier's delivery or performance is accepted with the knowledge that the Supplier has different or supplemental business terms. Likewise, the validity of any business terms of the Supplier previously consented to which differ or supplement this STP, if any, is no longer recognized. This STP also apply to all future Goods/Services purchased from the Supplier.

2. Contract conclusion and offers

- 2.1 Applications by Straumann for Goods/Services orders ("**Order**") must be in writing to be valid. No deliveries of Goods/Services shall be valid without an Order.
- 2.2 The Supplier must accept the Order without delay within two (2) Working Days in writing ("**Order Confirmation**"). If no Order Confirmation is given within two (2) Working Days of the Order date, the Order is deemed to have been accepted and confirmed by the Supplier.
- 2.3 If the Supplier's Order Confirmation differs from Straumann's Order, the Supplier must expressly indicate this without delay. Straumann shall have two (2) Working Days to confirm this Order Confirmation. No Order Confirmation that differs from the relevant Order shall be valid without Straumann's confirmation.

- 2.4 Offers and/or quotations shall be made to Straumann free of charge. No remuneration shall be payable by Straumann for an offer or a quotation made by the Supplier without the prior written agreement of Straumann.
- 2.5 Offers or quotation made by Supplier to Straumann shall be valid for six (6) months unless differently agreed by the Parties in writing.
- 2.6 Any change to the specifications of the Goods/Services in the Order after the Order is confirmed, including without limitation any change to the production process and raw materials of the Goods/the scope, standard and milestone of the Services, shall be notified to Straumann in writing at least one (1) month prior to the date of the proposed change. If Straumann does not agree to the change, the Supplier shall not apply the change to the Goods/Services.

3. Delivery

- 3.1 The delivery should be arranged in accordance with the Order. Unless otherwise agreed between Straumann and the Supplier, the Supplier shall be responsible to deliver the Goods/Services to the place designated by Straumann and shall bear the costs and expenses for the delivery. Straumann shall be entitled by sending a notice to the Supplier to change the destination of the delivery before the delivery is completed. No additional costs or expenses shall be borne by Straumann for the change of the destination provided that the new destination is within the same city as the original destination.
- 3.2 Unless otherwise agreed in writing between Straumann and Supplier, the delivery times indicated in the Order are binding. If no delivery time is provided in the Order, the delivery time will be 30 days after Supplier receives the Order.
- 3.3 Each delivery must include a delivery note indicating the Order number, the Order date, a designation of the Goods/Services and quantities.

Before mass delivery or sample delivery, the Supplier shall provide Straumann with the certificates and report of inspection of the Goods in advance, and if Straumann has doubts in respect of the quality of Goods, Straumann shall have the right to require the Supplier to have the Goods inspected by a third-party institution and provide a third-party inspection report at the cost of the Supplier. The Certificate of Quality Control (COC) and the Report of Quality Analysis (COA) shall be attached to the Goods, if required by other quality agreement. In the event that Straumann is responsible for customs clearance in accordance with the applicable trade terms, the Supplier shall provide materials for customs clearance such as packing lists, invoices and shipping list information prior to arrival of the Goods at the destination. Any costs or expenses incurred as a result of the incomplete, incorrect or delayed information provided by the Supplier, including but not limited to fines imposed by the customs, port charges and warehousing charges, shall be borne by the Supplier.

- 3.4 Partial deliveries are only allowed with Straumann's prior written consent. Straumann reserves the right to revoke the Order fully or partially if a partial delivery is made without its written consent.

Straumann is not liable for any liabilities, costs or damages which the Supplier incurs as a result of such a revocation.

- 3.5** If it appears not possible to deliver the Goods/Services on time, the Supplier must inform Straumann immediately and agree on a new binding delivery time with Straumann. The granting of a new delivery time lies in Straumann's sole discretion without the need to assign any reason. By its written agreement to a new delivery time, Straumann reserves its rights arising from the late delivery of the original delivery time.

4. Prices and payment terms

- 4.1** Unless otherwise agreed, the prices indicated in the Order are fixed prices, excluding value added tax, goods and service tax and/or any other taxes.
- 4.2** If the Supplier reduces the prices of the Goods/Services before the delivery, the Supplier shall notify Straumann immediately of the reduced price. Notwithstanding the foregoing, the reduced prices also apply to pending Orders automatically and the agreed price in the Order is reduced accordingly.
- 4.3** The price includes the entire performance which is necessary for the proper full delivery of the Order and expenses. Demonstrations, technical documents and sample deliveries by the Supplier are free of charge for Straumann.
- 4.4** Straumann shall only be liable for those taxes mandatorily imposed on a buyer by applicable law.
- 4.5** Out of pocket expenses may only be reimbursed by Straumann if Straumann has approved such amounts in writing prior to their incurrence and such expenses are reasonable and necessary to the performance or delivery of Goods/Services and supported by receipts or appropriate documentation. Such expenses shall be billed at actual costs.
- 4.6** The Supplier provides Straumann with the invoice or tax invoice (as the case may be) pursuant to the terms specified in an Order.
The Supplier shall also provide Straumann with a bill for the Services (including a breakdown of personnel rates) and Service Deliverables pursuant to the terms specified in an Order when Services are purchased. For the avoidance of doubt, the personnel rates are subject to Straumann's prior written consent.
- 4.7** Each invoice or tax invoice (as the case may be) must contain all required information by applicable laws and regulations and must legally valid and accurately reflect the true nature of the transactions between the parties. Straumann is entitled to reject the invoice or tax invoice (and the corresponding payment) if it does not conform to the applicable tax law requirements and/or finance requirements of Straumann.
- 4.8** Unless otherwise expressly stated in the Order, payments by Straumann are made net within 60 days of receiving the properly issued invoice or tax invoice (as the case may be), unless such invoice or tax

invoice is in dispute. If payment in installments has been agreed upon in the Order, Straumann's payment of corresponding amount shall be subject to agreed payment conditions being fulfilled.

- 4.9 For any undisputed invoices, Straumann is in default only after receiving a written reminder from the Supplier, which is issued after the due date expires and fails to correct the default payment within five (5) Working Days after receipt of such written reminder. For the avoidance of doubt, if Straumann corrects the default payment within five (5) Working Days after receipt of such written reminder, it shall not be deemed a breach by Straumann. No late payment interest shall be imposed on Straumann..
- 4.10 For any disputed invoices, including without limitation any non-compliance of invoice, defect or shortage of the Goods/Services corresponding to the invoice, or the quality of the Goods/Services in compliance with the contract provision or the Quality Assurance Agreement, or any other defaults on the Supplier, Straumann shall have the right to reject payment and such rejection shall not be deemed as a breach by Straumann. The payment obligation of Straumann will only be resumed after the parties reach agreement on the dispute.
- 4.11 Upon discovery of a warranty defect, Straumann is entitled to retain payment until the warranty obligation is performed.
- 4.12 Payments by Straumann are not deemed an acceptance or acknowledgment that the Goods/Services are contractually compliant and defect-free.

5. Default in delivery

- 5.1 If the Supplier fails to deliver within the delivery schedule, Straumann is entitled but not obliged to, terminate the Order and/or the agreement with a written notice.
- 5.2 If the agreed delivery times are not complied by Supplier, Straumann is entitled to request a liquidated damages of 0.1% of the total price of the delayed delivery for each day of delay, without prejudice to additional compensation claims except such delay is solely caused by Straumann. Straumann is entitled to claim the liquidated damages up until the full and final payment of such liquidated damages is paid by the Supplier.
- 5.3 In the event of force majeure which is beyond Supplier's reasonable control, including without limitation war, lockout, general strike, earthquake, typhoon, flood, fire, government control, pandemic, epidemic or other unforeseeable circumstances, which give rise to considerable operational disruptions, Straumann is entitled to terminate the Order and/or the agreement without facing compensation claims by the Supplier.

6. Transfer of risks, examination of defects

- 6.1 Straumann examines the Goods for sufficient carton quantities, intact carton packaging and transport defects upon delivery of the Goods. Then Straumann shall further inspect the Goods within ten (10) Working Days from the date of delivery. If any Goods are found not consistent with the

specifications, quantities or any defect is found during the inspection, the Supplier shall replace the Goods or make up for the Goods within three (3) Working Days from the date of notice sent by Straumann. Failure to do so will be deemed as non-conforming delivery, and Straumann will have the right to refuse the corresponding payment for the relevant Order, without prejudice to its right to take further actions such as to claim default, liquidated damages or any damages and compensation.

- 6.2 If Straumann fails to detect any quality problem or defect in design, installation, manufacture, material and process at the time of acceptance due to the characteristics of the Goods procured hereunder, Straumann shall be entitled to a test and trial period of no less than one month, during which, the Supplier shall exchange or return the Goods for Straumann unconditionally if any of the above product problems are discovered, and shall have no right to defend that Straumann has signed for the receipt and acceptance of the Goods as the conforming products have been delivered.
- 6.3 The risks and ownership of the Goods shall be transferred to Straumann upon the Goods' written acceptance by Straumann.
- 6.4 Where any part of the Services is essentially an implementation, installation, deployment or other type of service where items or deliverables are delivered to Straumann for Straumann's use, Straumann shall have the right, at its reasonable discretion and in accordance with the deliverables or work products provided, to test them to determine whether they comply with the scope of Services and Straumann's reasonable requirements. If any such part fails such test, Straumann shall have the option of requiring the Supplier to remedy the cause of the test failure in a timely manner at its own expense and to resubmit the part to Straumann for re-testing; or terminating the Order and/or the agreement without any legal liability.
- 6.5 The risks and ownership to the outputs and deliverables arising from the Services shall be transferred to Straumann from the time of delivery (except that where the procurement of the Services includes installation, risks shall be transferred to Straumann from the time of completion of the installation). Any right Straumann may have to refuse the Services under this STP or otherwise shall not be affected thereby.

7. Warranty

- 7.1 Supplier warrants that all business activities of Supplier and its employees, representatives, agents, Affiliates and sub-suppliers, each of the Goods/Services itself, the delivery of the Goods/Services and the performance of the Order are in compliance with all applicable laws, regulations, ordinances and policies in all relevant jurisdictions, as well as Straumann's Supplier Code of Conduct ([Straumann Group Code of Conduct for External Business Partners](#)) and other applicable relevant policies, including without limitation any applicable laws, regulations, ordinances and policies for environmental, social and governance responsibilities (ESG), data and cybersecurity, anti-corruption, anti-bribery, antitrust, anti-money laundering, sanctions and export control, and anti-unfair competition. Supplier warrants that neither it or its employees, representatives, agents, and sub-suppliers, or each of the Goods/Services itself is subject to applicable sanctions and export control or listed as a denied or restricted party. If Supplier, its employees, representatives, agents, and sub-

suppliers becomes a denied party or subject to any sanctions, and consequently either party's obligations hereunder cannot be performed as a result of the sanctions, such sanctions shall be regarded as a force majeure event under Section 5.3 and Straumann is entitled to terminate the Order and/or the agreement without facing compensation claims by the Supplier.

- 7.2 The Supplier warrants the Goods/Services (i) are free from material and title defects, including without limitation any security interests, liens, encumbrances and claims in accordance with all applicable laws, regulations and ordinances and these STP (ii) are new and unused at the time of delivery, (iii) conform to all applicable specifications and drawings, including the ones in the Order.
- 7.3 If a defect is found in the Goods/Services, Straumann shall be entitled to request the Supplier to immediately remove defects at its own cost or replace it with defect-free Goods/Services, if Straumann so chooses, within three (3) Working Days or any other time period set by Straumann. The Supplier is obliged to bear all the costs arising under the warranty (including without limitation transport costs).
- 7.4 Warranty period of this STP is five (5) years after acceptance of the Goods, unless it is otherwise agreed in writing by the Parties. The time limitation is suspended by notice of a defect vis-à-vis the Supplier and for the duration of supplementary performance.
- 7.5 If the Supplier fails to provide supplementary performance within the time period set by Straumann or if the supplementary performance fails or cannot reasonably be expected, then Straumann is entitled to carry out itself an improvement or replacement delivery at the cost of the Supplier.
- 7.6 The Supplier warrants that no third party intellectual property rights, property rights or any other legal rights are breached in connection with the Goods/Services and its delivery or its performance.
- 7.7 The Supplier shall indemnify and hold Straumann indemnified and harmless from any and all liabilities arising from any actions, proceedings, claims and demand which may be brought or made against Straumann arising from (i) the actual or alleged infringement of any third party's intellectual property rights in receiving the Goods/Services from the Supplier; (ii) any third party claims including but not limited to, personal injury, death, or property damage in relation to the performance of Service or supply of Goods by the Supplier; or (iii) violation of any applicable laws or any provisions of this STP by the Supplier. This obligation to hold harmless further includes bearing all the costs incurred by Straumann in connection with third party claims against it. Moreover, the Supplier is liable for any other direct or indirect damages suffered by Straumann.

8. Quality

To the extent applicable:

- 8.1 The Supplier undertakes to maintain an adequate Quality Management System ("QMS") for Goods/Services.
- 8.2 The Supplier has a duty of information to Straumann before acquired quality certificates expire.

- 8.3** Any other quality-specific points will be agreed between the parties in a quality assurance agreement (QAA) (if applicable).

9. Services

To the extent that Supplier is providing Services pursuant to an Order, the following provisions shall also apply:

- 9.1** Supplier shall at its own expense comply and maintain any permits, licences, qualifications and approvals necessary or required by law for the performance of the Orders.
- 9.2** Supplier warrants that it will provide the Services pursuant to an Order in a professional manner and with all the skill, care and diligence reasonably to be expected of a qualified and competent professional experienced in providing services similar in size, scope and character to the Orders.
- 9.3** Performance of Services must be evidenced by appropriate activity reports submitted by Supplier and confirmed by Straumann in writing.
- 9.4** The performance of Services and any service results must not violate any applicable laws and regulations and must not infringe, misappropriate, or violate any rights, including but not limited to the Intellectual Property Rights, privacy rights or any other legal rights of any third party.

In the course of providing the Services, the Supplier will and will require its personnel to, perform the Services in compliance with Straumann's policies including but not limited to any standard of procedures, security guidelines, occupational safety and health policies.

- 9.5** Supplier's personnel will remain, at all times, employed or contracted with Supplier and shall not be deemed employees of Straumann for any purpose. This Order does not authorize in any manner Supplier to contract in the name of or on behalf of Straumann, or to hire persons as employees of Straumann, or to otherwise act on behalf of, or hold itself out as an agent or representative of Straumann. Supplier shall be responsible for the behaviours of its personnel and indemnify Straumann for all losses and damages caused by any violations or misconducts of Supplier's personnel.

10. Safety provisions

- 10.1** The Supplier and its performance and sub-suppliers are obliged, in the performance and processing of the Order, to comply with relevant provisions and acknowledged technical rules, particularly regarding work and health protection, as well as construction site, commercial and traffic legal provisions (particularly supervisory and traffic safety obligations on construction sites and other work sites), and Straumann's internal rules and safety provisions, insofar as necessary, and to sign corresponding undertakings upon request.

11. Liability of the Supplier

- 11.1** The Supplier is fully liable to and shall fully indemnify Straumann any and all liabilities, loss or

damages, cost and expenses of whatsoever kind (including but not limited to, any claim made against Straumann by Straumann's customer and/or any third party arising from Supplier's breach, act and/or inaction) which caused by the act, inaction, delay, negligence and/or wilful default of the Supplier under this STP.

- 11.2** In the event of a Goods and/or Service defect or a contractual breach, the Supplier shall be fully liable to Straumann for each direct and indirect damage including the additional costs incurred by Straumann to replace the defective Goods and/or Services. Supplier shall further bear in such case all the other costs connected to the damage, in particular the damage prevention costs. These further include the costs of a product recall or other corrective measures in the field.
- 11.3** If the Supplier fails to complete the corresponding Order within the agreed time, resulting in the failure to achieve Straumann's purpose to place the Order, Straumann shall be entitled to terminate the Order and/or the agreement, and the Supplier shall pay 20% of the total amount of the Order failed to be performed to Straumann as liquidated damages. If the liquidated damages is insufficient to cover Straumann's losses or damages, the Supplier shall indemnify Straumann for all the losses and damages incurred.

12. Liability of Straumann

- 12.1** To the extent permitted by the applicable laws, Straumann shall not be liable for any and all kind of liabilities, loss or damages of whatsoever kind and howsoever caused to the Supplier unless it is solely due to Straumann's wilful default, negligence or gross negligence.
- 12.2** In no case shall Straumann be liable for any loss of profit, loss of sales, loss of market, loss of goodwill or reputation, third party claims, incidental or special damages or indirect or consequential loss of any kind.
- 12.3** **IN ANY CIRCUMSTANCES, STRAUMANN AND ITS AFFILIATES' MAXIMUM LIABILITY FOR EACH ORDER SHALL NOT EXCEED THE TOTAL PRICE OF THE ORDER.**

13. Production means

- 13.1** Goods/Services documents as well as all types of items which are necessary to manufacture or deliver performance of the Goods/Services and which Straumann makes available to the Supplier (particularly samples, drawings, models, hereinafter "**Production Means**") must be immediately returned to Straumann or be destroyed upon request of Straumann. Such Production Means may be used by the Supplier neither for its own purposes nor made available to third parties. The Supplier can, under no circumstance, claim a right of retention in connection therewith. Supplier holds these Production Means in safekeeping free of charge and maintains an inventory of them.

14. Intellectual property rights, confidentiality, no reference

- 14.1** Upon awarding research and development Orders, intellectual property rights will arise ("**IPR**"). Therefore, separate agreements must be concluded granting them exclusively to Straumann. Any unilateral use or sale of the IPR by the Supplier without an agreement with Straumann is prohibited.
- 14.2** Intellectual property rights arising out of or in connection with the provision of other Services ("**New IPR**") shall belong to Straumann. The Supplier hereby acknowledges that the ownership and all rights in all Service Deliverables shall be vested in Straumann and, if vested in the Supplier, the Supplier shall, at its own expense, perform such acts or enter into such agreements for the transfer of the New IPR as Straumann deems necessary. If the Service Deliverables contain any third party rights, the Supplier shall, at its own cost, transfer such third party rights to Straumann and enter into all necessary agreements to enable Straumann to obtain such third party rights. In case the above mentioned transfers are legally not possible, the Supplier shall grant Straumann a right to use the Service Deliverables that is exclusive, unlimited in terms of time, usage and content, assignable, sublicensable, worldwide, irrevocable and free of charge.
- 14.3** Goods/Services which are manufactured or which performance is delivered according to documents drafted by Straumann (such as drawings, models and the like) or according to confidential information from Straumann, or using Straumann's machines, may neither be used by the Supplier itself nor offered or delivered to third parties.
- 14.4** The Supplier undertakes to keep all the details of Straumann's Orders (such as e.g. specifications, quantities, technical implementation, conditions, etc.) confidential from third parties as well as more generally, all information disclosed by Straumann to Supplier pursuant to an Order which is either designated as proprietary and/or confidential, or by its nature or the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential ("**Confidential Information**"). Supplier shall ensure that the confidentiality obligations set forth herein are equally met by its employees, agents, affiliates and contractors. The confidentiality obligation should continue to be kept confidential for an unlimited time period until it becomes legally available to the public.
- The confidentiality obligation shall not apply where the Supplier is required to disclose Confidential Information pursuant to a court order or administrative request from a governmental body, provided that Straumann has been notified by Supplier in a timely manner allowing for the seeking of a protective order.
- 14.5** Supplier shall not use for publicity, reference, promotion or otherwise, any logo, name, trade name, service mark or trademark of Straumann or its Affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any Straumann employee or agent, without Straumann's prior written consent. Straumann may withhold such consent in Straumann's absolute discretion.
- 14.6** In the course of provision of the Goods or Services to Straumann, the Supplier may provide Straumann or its Affiliates with ideas, suggestions, recommendations, or feedback regarding Straumann's systems, infrastructure, architectures, production process, products or services (collectively "**Feedback**"). If Supplier provides Straumann or its Affiliates with any Feedback, Supplier hereby assigns and transfers

to Straumann all right, title, and interest in and to, and Straumann is free to use for any purpose whatsoever without compensation, any Intellectual Property Rights related to the Feedback.

- 14.7 Supplier shall not provide any information about a competitor of Straumann ("**Competitive Information**") unless such information is in the public domain or otherwise lawfully available for transmission to Straumann, in such case the Supplier must comply with the applicable competition laws and regulations.

15. Ownership structure, supplies of materials

- 15.1 Insofar as Straumann has sent materials to the Suppliers for further processing ("**Straumann's Materials**"), the Supplier must separate Straumann's Materials from other materials not owned by Straumann ("**Foreign Material**"), mark them as Straumann's property and hold them in safekeeping while exercising the due care as if it was the Supplier's own materials. Straumann shall have the right to conduct an on-site inventory check or request an inventory check report from the Supplier with a prior notice to Supplier. The Supplier is obliged to prevent third party access and to immediately inform Straumann of changes in quantities (e.g. theft, loss) and in the condition (e.g. limitation on usage) of Straumann's Materials which are made available, and shall be liable for the loss of value of the Straumann Materials and all losses incurred by Straumann as a result thereof.
- 15.2 Working or processing of Straumann's Materials by the Suppliers are carried out for Straumann. If Straumann's Materials are worked with Foreign Materials, then Straumann acquires joint ownership in the product in the ratio of the purchase value of Straumann's Materials to the purchase value of the Foreign Materials at the time of the working. If the Supplier acquires sole ownership in the Goods, the Supplier shall grant Straumann joint ownership in the ratio of the purchase value of Straumann's Materials to the Goods. The same applies to mixing and conjoining Straumann's Materials with Foreign Materials.

16. Contract performance by sub-suppliers

- 16.1 The Supplier shall not sub-contract the Order to any third party without prior written approval of Straumann. If the Supplier grants contracts to sub-suppliers upon Straumann's approval, the Supplier must ensure that the requirements of this STP are equally met by the sub-contractor and the Supplier shall be liable for the conducts and performance of the sub-contractor.

17. Insurance

- 17.1 The Supplier shall take out and maintain for the duration of the Order a product liability insurance for all Goods deliveries and all necessary insurance coverage in relation to the Goods and/or Service provided by the Supplier with a reputable insurance company
- 17.2 Supplier shall provide proof of such insurance coverage upon request.

18. Privacy, Cybersecurity

- 18.1 The Supplier shall at all times comply with applicable data privacy protection laws, regulations and ordinances that may be amended from time to time. **If the purchase involves the processing of personal information, upon request of Straumann, the Supplier shall enter into a data processing agreement or addendum with Straumann.**
- 18.2 Supplier shall in any case take appropriate technical and organizational measures which comply with applicable data protection laws and ensure an adequate level of risk security, taking into account the state of the art, industry standards, costs of implementation and the nature, scope and purposes of the processing and the risk acuteness to the rights and freedoms of natural persons. Such measures shall foster encryption whenever feasible.
- 18.3 Supplier shall secure Straumann's data and its own data in accordance with the applicable cybersecurity and information security laws, regulations, standards and best practices against unauthorized access, modification, destruction and other misuse. In particular, Supplier shall separate and handle separately Straumann's data (with exception of email communication) from data from other customers and employ appropriate protective mechanisms against access by other customers of Suppliers or any third parties to such Straumann's data.
- 18.4 Should Supplier obtain knowledge of an incident which involves any security gaps, data loss, malfunction, endangerment, or cyber-attack or if there are indications for Supplier which upon reasonable assessment justify the suspicion of such incident, then Supplier shall without undue delay:
- (i) Inform Straumann of incident immediately, and
 - (ii) Take all necessary steps to clarify the matter and limit the damage as well as support Straumann hereby, and
 - (iii) Upon request of Straumann, provide a security report within a specified period and such report shall contain the results of the security checks identified, information security risks and details of security incidents and Supplier's handling of such incident and risk mitigation measures that have been taken; and
 - (iv) If such incident has affected Straumann or caused damages to Straumann, Supplier shall indemnify Straumann against all damages and losses incurred by Straumann resulting from such incident.

19. Audit

- 19.1 During the performance of Orders and for the retention period as specified by the applicable laws (five (5) years thereafter if no statutory retention period), Supplier shall maintain all books, records, and other documents relevant to its performance under such Order or required to be maintained by applicable laws, regulations and ordinances, and Straumann may audit the same. Straumann may therefore inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the same during normal business hours.

20. Retention

20.1 The Supplier has no retention rights insofar as they stem from counterclaims originating in other contracts with Straumann.

21. Final provisions

21.1 Sections 1, 4, 7, 11, 14, 15, 18, 19, 20 of this STP shall survive expiration or termination of the Order they relate to.

21.2 This STP is governed by the laws of the country of incorporation of Straumann.

21.3 Except otherwise agreed in the offline agreement signed between the Supplier and Straumann governing the subject matter under the Order, any disputes in connection with this STP and the Orders, including its validity, interpretation, performance, breach or termination shall be submitted to the court in the place where Straumann is registered for resolution.

21.4 If a provision of this STP should be invalid, unlawful, unenforceable or in breach of rules and regulations issued by authorities or other institutions, this shall not affect the validity and the enforceability of the other provisions of this STP. Insofar as possible, the invalid provision shall be replaced by an equivalent valid provision.

21.5 Supplier shall have no right to assign the Order, in whole or in part (including Supplier's rights, obligations, and/or claims under the Order) without Straumann's prior written consent. Any attempt to assign this Order without such consent, will be null and of no effect.

21.6 This STP is prepared in English language which shall be controlling in all respects. In case of conflict between the STP in any other language and English language, the English language shall prevail.

21.7 By accepting this STP, Supplier will be deemed to have acknowledged and agreed to comply with Straumann's Group's Code of Conduct for External Business Partner ([Straumann Group Code of Conduct for External Business Partners](#)) and any other policies or guidelines as may be amended by Straumann from time to time.