

## General Terms and Conditions

**General terms and conditions of Biodenta Swiss AG, for the ordering and supply of Biodenta products. Beside purchase orders through the Biodenta internet portal, orders by mail, fax, e-mail phone or other methods are included as well. Some clauses are applied only for e-shop orders.**

The internet portal on the homepage "[www.biodenta.com](http://www.biodenta.com)" is addressed to dentists, dental technicians, dental laboratories and distributors respectively ("customers"). They can order Biodenta products ("products") from Biodenta Swiss AG, Berneck ("Biodenta"). The contract for supply of the Biodenta products is made between Biodenta and the customer.

### 1. Area of application of the general terms and conditions

For customer orders the subsequent General Terms and Conditions (GTC) in the version valid at the time of the order will apply exclusively. Contrary terms or terms which are different from the GTC will not be accepted unless Biodenta have explicitly agreed to them in written form.

### 2. Log in as a registered user (only for orders via Biodenta internet portal)

- 2.1 A registration is necessary to be able to order via the internet portal, so that Biodenta and the associated companies receive the information necessary for immediate and smooth order processing. Only registered users can get access to the pages which are necessary for placing orders via the internet portal.
- 2.2 Only corporate bodies and unrestricted individuals capable to forming contracts are allowed to register.
- 2.3 The user name and password are not transferable and have to be kept carefully so that third parties are not able to order / buy something in your name.

### 3. Conclusion of a contract, change proviso

- 3.1 The customer order through the internet portal is made by entering the requested information and then clicking or rather sending the order to the internet portal. All customer orders are binding. The customer receives an email acknowledgement of receipt of the order. Biodenta will check the information sent by the customer as to its completeness during official business hours. If the checking results are positive Biodenta then accepts by written order confirmation and carries out the order. Otherwise the customer will be asked to send a new order with the missing / correct details. The customer must ensure that the information requested in the order form is given in true and complete form.
- 3.2 Offers made from Biodenta are subject to change. Biodenta reserves the right to design and material changes insofar as the customary use of the product or the use planned for in the contract is not significantly or adversely compromised and provided that the change is put to the customer.

### 4. General sales and delivery conditions

- 4.1 Our products are issued exclusively to dentists, dental laboratories and accredited distributors.
- 4.2 Customers only buy our products for their own commercial purpose.

### 5. Prices

- 5.1 Biodenta products will be invoiced according to the most recent price list. We reserve the right to change prices.
- 5.2 Prices are net, EXW Berneck (Incoterms 2000) and are in Swiss Francs / CHF.
- 5.3 Postage and packaging will be charged to the customer. Only the effective transport and packaging cost will be charged, which may vary depending on the way of transport. Special clause: If an end user (dentists, dental practices, dental technicians and dental labs) orders directly through the Biodenta internet portal and settles the due amount with a credit card accepted by Biodenta and the amount is more than CHF 1'000.- net, no transport cost will be charged.

- 5.4 Prices do not include VAT which will be charged for all deliveries to Switzerland and Principality of Liechtenstein.

## 6. Payment

- 6.1 If payment is made with credit card, or in advance Biodenta will grant the customer (except distributor) a discount of 5 %.
- 6.2 Furthermore the customer has the option of having the products delivered against invoice, provided that Biodenta agrees. Invoices must be paid 20 days net from date of invoice. Offsetting is not possible.
- 6.3 Biodenta reserves the right to change payment terms and payment methods already agreed at any time.

## 7. Delivery

- 7.1 Some products shown in the product catalogue may not be regulatory cleared / released for sale in all markets.
- 7.2 As long as standard products and their original packaging are in intact condition ("intact standard products") they may be returned within 14 days from date of invoice against credit note. For Intact standard products which are returned after 14 days from date of invoice Biodenta will charge a handling fee of CHF 50.-. Intact standard products which are returned after 3 months from date of invoice can only be credited up to 50 %. Intact standard products which are returned after 6 months from date of invoice will no longer be credited. A copy of the invoice must be enclosed.
- 7.3 Customer-specific dental products or custom-made products cannot be returned against credit note. The customer is in fact bound to take the whole agreed quantity at the price specified.
- 7.4 All earlier product catalogues expire with the arrival of a new product catalogue.
- 7.5 Basically, consignments on approval or sending out of samples cannot be done.

## 8. Notice of Defects

- 8.1 Possible claims have to be sent in written form to Biodenta 14 calendar days at the latest after date of invoice (usually the shipping date from Berneck).
- 8.2 If a claim is not made the purchased product will be considered as approved.

## 9. Guarantee and liability

- 9.1 The period of warranty for our products is one year ex invoice date. The guarantee will be cancelled if the valid regulations for care and maintenance and also the handling instructions and indications given are not complied with.
- 9.2 Our products are in general identified with a reference number as well as a LOT number, which allow the identification of the products and their traceability.
- 9.3 The Biodenta Dental Implant System is part of a master plan and must be used in accordance with the associated original components. The original instrumentation must be strictly followed according to the Biodenta instructions and recommendations. If there is non compliance to the instructions Biodenta have the right to refuse any liability.
- 9.4 The use of non-system third party components affects the function of the Biodenta® Dental Implant System and will exclude any guarantee, indemnification or liability on our part.
- 9.5 Applications technical "information" on our products may be given verbally, in writing, by electronic media or through demonstrations. We proceed according to the status of science and technology, as it stands at the time of launching the product. The information is of general kind. Application and medical use is only possible on the basis of all relevant data for an indication / treatment. A dentist has to decide this under his own exclusive responsibility. This information does not exempt the user or dentist from the responsibility of a personal check. The product has to be checked as to its qualification for the intended purpose, indications and procedure. Furthermore the dentist is not absolved of the duty to update himself regularly on the status of the Biodenta® Dental Implant System and its appliances.

Biodenta hosts training courses and provides information from other sources and publications by accredited experts; such information reflects the opinion and the knowledge of these experts without any liability for Biodenta.

- 9.6 Processing and application of the product is done beyond our control and is subject to the responsibility of the user / dentist. Therefore, any possible liability by Biodenta Swiss AG for damage caused is excluded.
- 9.7 We guarantee that our products conform to the latest status of science and technology and that they are free of fabrication and material defects. Other warranties are excluded. Upon presence of possible defects, we will carry out replacement or amendment according to our choice. Further claims, particularly for compensation or for consequential damage, are excluded.

## **10.Documentation**

- 10.1 The client can request detailed brochures and instruction sheets for the Biodenta® Implant System (Biodenta Swiss AG, Tramstrasse 16, 9442 Berneck, Switzerland) or can download them from the website ([www.biodenta.com](http://www.biodenta.com)).
- 10.2 Generally the appearance of new issues of our brochures and instruction sheets will be notified. Nevertheless, it is the clients' responsibility to inform themselves of the most recent status.

## **11.Place of fulfilment, applicable law, place of jurisdiction**

- 11.1 The place of fulfilment for all commitments from sales and delivery of our products is Berneck, Switzerland.
- 11.2 Both the basic relationship and also the existing conditions will be judged by Swiss law under exclusion of the «United Nations Convention on Contracts for the International Sale of Goods» (CISG or Wiener Kaufrecht).
- 11.3 The EXCLUSIVE PLACE OF JURISDICTION for all disputes is BERNECK (Switzerland).

CH-9442 Berneck, 22<sup>nd</sup> May 2014