

## Terms of Use – Biodenta e-shop

### 1. Internet portal for Biodenta products

The internet portal on the website [www.biodenta.com](http://www.biodenta.com) is aimed at registered customers, especially at professional dental laboratories and dentists (“customers”). The customers can order Biodenta products (“products”) from Biodenta Swiss AG (“Biodenta”) on the internet portal.

To place orders, it is necessary to register and log in to the internet portal, so that Biodenta receives the information necessary for fast and problem-free order processing. The pages associated with the order, are therefore only accessible to registered users, who comply with the registration conditions (“registered user”) in Figure 4 of these terms of use.

### 2. Scope and object of the terms of use

- 2.1 These terms of use are for all users of the internet portal. For orders from registered users the “general terms and conditions for orders and delivery of Biodenta products via the internet portal Biodenta” (“AGB”) are valid in addition.
- 2.2 Biodenta reserves the right to change these terms of use at any time and without giving any details of the reason. In this case an instruction appears on the internet portal, which the user must click on to continue using the internet portal. By clicking on the instruction and by continued use, the user agrees to the respective changes in the terms of use.

### 3. Content and availability of the internet portal, products

- 3.1 The contents provided on this internet portal are of a general nature and they do not represent an alternative to medical or dental care. In particular, the portal does not give any dental or other medical advice. Users who have a medical, dental or other problem with their health or think they may have should seek advice from medical experts.
- 3.2 Biodenta is authorised at its own discretion to modify, to complete or to remove any areas of the internet portal.
- 3.3 Biodenta will undertake appropriate efforts to display current and appropriate contents on this internet portal. Biodenta will not take on any guarantee or warranty – neither assertive nor tacit – for the permanent availability, correctness or accuracys, topicality or completeness of the contents, and is not liable for damages or harm due to retrievable or as the case may be impossibility of retrieval of information on this internet portal.
- 3.4 The internet portal is only useable in with the context of the current state of technology. Technical disruptions to the electric power supply / or transmission network, hardware / software errors, capacity constraint, safety or maintenance related faults may affect the usage coverage. No guarantee is given that the internet portal will always be useable in its entirety.
- 3.5 The products mentioned on this internet portal are not authorised for commerce in every country in which the information is accessible. Each product line on this internet portal is subject to implicit reservation of valid national authorisation. Please contact your national Biodenta representative and ask for a complete and current list of products which can be obtained in your market.

### 4. Registration on the internet portal

- 4.1 Registration is only allowed for corporate bodies or individuals with unrestricted contractual capability. The allocated user name and the password must not be given to a third party.

- 4.2 To be registered the user has to fill out a registration form. The data requested by this form must be declared fully and correctly by the user. It includes first and last name, current address and phone number, a valid e-mail address as well as the company name if applicable. In the event of a change in the data supplied after registration, the user is obliged to adjust or communicate the change promptly.
- 4.3 The user must supply the data required for the registration truthfully. Users, whose data was supplied incomplete or obviously incorrectly as well as users who effected their registration by technical circumvention of the form, may be barred from Biodenta.
- 4.4 The personal data which is indicated in the registration form may be transferred, provided that it is required for the fulfilment of the order. The user explicitly agrees to this transfer of the data.
- 4.5 After registration the user will get a confirmation with a password to the e-mail address which was given upon registration.

## **5. Copyright, identification right and other trademark rights**

- 5.1 The copyright, as well as any other possible rights to the information published on the internet portal and its design are protected by law and the rights are reserved in their entirety. Copying, publishing, exhibiting, reproducing and other use of the internet portal or its contents is forbidden, insofar as this is not done for the personal, contractually correct and purpose-specific use of the internet portal. Furthermore, completed forms for registration as a user or for orders may be used in the context of commercial activities connected to this.
- 5.2 The identification rights and brand which are recorded or else those related to them on this internet portal, are subject to legal protection. They must not be changed or otherwise used without appropriate agreement; this also applies to allusions to this advice.

## **6. Links and other external content**

If the user is referred to other websites from this internet portal or if links to other websites exist which are provided by a third party, Biodenta does not undertake any responsibility for their contents unless Biodenta has been informed about these contents and where it is technically possible and reasonable to avoid the use of the links, in cases of illegal content. Biodenta points out that contents which are published on websites of third parties are external and they are explicitly not embraced by Biodenta, who has no influence on them. Biodenta does not undertake any liability for these contents.

## **7. Liability**

- 7.1 Biodenta is only liable for intent and gross negligence as well as for breach of a contractual responsibility. Within the context of the law Biodenta's liability is restricted to typical contract damages foreseeable on completion of the contract.
- 7.2 With the exception of claims for unauthorised actions, claims for damages by the user for which liability is restricted in accordance with this section, lapse after one year calculated from the statutory beginning of the limitation.

**8. Miscellaneous**

8.1 THE EXCLUSIVE PLACE OF JURISDICTION IS BERNECK.

8.2 **SWISS** LAW IS APPLICABLE. UN PURCHASING LAW IS EXCLUDED.

8.3 If one or more of the above provisions is or becomes wholly or partly invalid, the validity of the remaining provisions will not be affected. The invalid provision is to be replaced with a legally valid provision which comes as close as possible to the recognised economic function aimed at by the invalid provision. The same applies in the case of any loopholes in this provision.

CH-9442 Berneck, 1st January 2009