

DENTATUS' GENERAL TERMS & CONDITIONS

DENTATUS BUSINESS POLICY

It is our policy to make every effort to genuinely satisfy our customers by providing consistently high quality products and services. Our products are designed to perform as claimed when used in the manner recommended in our technical instructions and manuals and they are intended to be used by dental professionals only.

PURCHASING

Prices

Prices are subject to change without notice. Possession of a price list does not constitute an offer to sell. All prices are in European currency, Euro (€). For sales within the EU, Swedish VAT (25%) will be added unless a valid VAT registration number is presented at ordering.

Ordering and Minimum Orders

When ordering products, please include complete catalog numbers. Orders totaling less than € 200 will be subject to a special processing charge of € 30.

Terms

Payment will be made against documents unless otherwise agreed upon. Past due balances are subject to interest according to EU regulations. Dentatus also reserves the right to renegotiate the terms and conditions in the event of repeated late payments. Delivered products remain under the property of Dentatus until complete payment has been made by the customer.

FREIGHT/SHIPPING

General

All shipments are Ex Works (EXW). Assistance with arranging freight and insurance on request can be provided.

Documents

Dentatus will cover costs for documents required to be authenticated and/or legalized by national authorizations to a certain extent. Extensive costs will be charged the customer separately.

Claims

Short claims must be made within 10 days from receipt of goods. Damaged goods must be reported to the carrier within 24 hours. Damage claim must be filled by consignee.

PRODUCTS

Product Changes

Dentatus reserves the right to make product changes without prior notice. The customer is prohibited to remove or change Dentatus' trademarks and trade names, signs or any marks on any Dentatus product or packaging or to make any alternations in the construction or design of any product.

Warranty

Dentatus warrants its products against defective manu-

facturing and materials under normal procedure of use within the dental profession for a period of two years from date of purchase. Warranty claims must have proof of purchase to be valid.

Returns and Claims

Before goods are returned for credit or exchange, prior written approval including a RMA (Return to Manufacturer Authorization) number must be obtained from Dentatus.

Only standard merchandise of current manufacture and labeling and less than one year from date of original shipment will be accepted for credit. Reason for return has to be stated. Merchandise returned in the original, unopened container and accompanied by the invoice number and date of purchase will be credited at the original purchase price. However, returned "opened" merchandise or merchandise requiring repackaging will be subject to a minimum of 15% restocking charge. Return of merchandise must be prepaid. Merchandise returned without prior written approval will be returned to the customer at the customer's expense.

Instructions for Use (IFU)

In the EU, if officially requested language at any given time is not covered by IFU, delivery may not take place until an approved translation has been prepared. A written agreement on accepted deviation has to be made.

A translation has to follow the English or Swedish original, and has to be approved by Dentatus prior to use.

Traceability

Dentatus' products are in general labeled with LOT numbers, which allow the products to be traced in production and to customers, in case of product malfunction. The LOT number is placed on the packaging and has to be included in any return, claim or incident/accident, where the product is likely to have failed. It is required that our distributors have an integrated functional system to trace our products to the purchaser/end-user/patient, whoever is the next in the distribution chain. We also require that our distributors make this requirement to their distributors (if relevant).

Reporting Incidents and Accidents

Dentatus is conformed to the vigilance system as described in MEDDEV 2.12-1. Any malfunction of our products shall be reported to Dentatus without delay, but not later than 7 elapsed calendar days following the awareness of the event. It is important that we are informed in details on what has happened, which product(s) is (are) concerned, if there are any personal injuries or deaths involved, and a contact person for us to contact.

Limitation of Liability

Except where prohibited by law, Dentatus will not be liable for any loss or damage arising from its products, whether direct, indirect, special, incidental or consequential, regardless of the theory asserted, including warranty, contract, negligence or strict liability.

Dentatus AB, January 2019