

# General Terms and Conditions of Hostettler Dental AG

## 1 General

Orders once agreed between us, Hostettler Dental AG, Friedhofweg 24, CH-4950 Huttwil, (hereinafter referred to as HDAG) and our customers shall apply to the entire business relationship. This shall also apply if payments are not to be made by the client but by third parties and this is so agreed. Any deviating general terms and conditions are hereby rejected.

## 2 Prices

**2.1** The prices applicable to the delivery result from the price list valid on the day of delivery and are exclusive of the statutory value added tax.

**2.2** If a client requests a cost estimate for a product offered by HDAG, the order for a cost estimate must be placed in writing. Cost estimates must be in writing to be valid. They refer to the price list applicable on the day of their issue. As they cannot take into account the exact final price, they are subject to fluctuation with a tolerance of 10% of the net value. The client agrees to this. Should the prices deviate by more than 10% from the original estimate, HDAG shall obtain the Client's consent before commencing the work.

**2.3** The client is aware that changes in materials to be charged separately (such as teeth) or materials subject to price fluctuations (e.g., precious metal) can lead to a deviation of the costs from the predicted costs. HDAG has no influence on this. The client agrees to this.

**2.4** Unless otherwise ordered or noted by the client, HDAG produces retainers in standard dimensions of 3 to 3 in the upper and lower jaw. If this is not possible, HDAG will inform the client in writing (e-mail) and expects a response and/or approval, also in writing.

**2.5** If the HDAG requires approval from the client for production by sending designs and if these are objected to or corrected, a maximum of two subsequent corrections shall be made free of charge. Each additional correction shall be charged according to the tariff for dental technicians "1.1 Compensation according to time spent".

## 3 Delivery time, dispatch

**3.1** Delivery times are approximate and non-binding.

**3.2** HDAG specifies a production time of four days. The product shall leave the factory on the fourth day at the latest. If delivery is not possible within this period, e.g., for production reasons, if material is missing or if approval has not yet been granted, the client shall be informed and, if necessary, a new delivery date negotiated with him. If the client requests a shorter delivery date, HDAG may demand an express surcharge. If the client notifies an order by telephone or in writing at least two days in advance, HDAG may waive this express surcharge.

**3.3** The delivery of the services is at the expense and risk of the client. The risk of accidental loss and accidental deterioration shall pass to the client when the goods are handed over to a reliable forwarder or carrier.

## 4 Liability for material defects

**4.1** The principal must check the outer packaging for its integrity. If a defect is visible, the inner packaging must be checked for completeness and intactness.

**4.2** He shall notify HDAG and the forwarder in writing of any complaints without delay, but at least within 10 days of their discovery, with complete photographic documentation. In the case of inaccuracies of fit, the initial models as well as new models or scan data or impressions must also be enclosed or submitted without delay. In the event of complaints or fractures of work in the patient's mouth, HDAG requires documentation of the damage.

**4.3** In the event of justified complaints, the client has the right to subsequent fulfilment through subsequent delivery or rectification. The right to choose between these lies with HDAG. If the chosen type of supplementary performance fails within a reasonable period of time - whereby 3 attempts at supplementary performance are agreed as reasonable - the Client may, at his discretion, withdraw from the contract or reduce the remuneration.

## **5. claims for damages**

**5.1** In the case of slightly negligent breach of duty, the liability of HDAG is limited to the foreseeable, direct average damage typical for the contract. This also applies in the case of slightly negligent breach of duty by the legal representatives of HDAG or its vicarious agents. Liability for only slightly negligent breach of immaterial contractual obligations is excluded.

**5.2** These limitations of liability do not affect the client's claims arising from product liability or bodily injury and damage to health attributable to us.

## **6 Liability of the client**

**6.1** HDAG has no influence on the quality of the models, documents or impressions either digital or analogue handed over by the client. The client shall be liable for errors in these. HDAG shall not be obliged to examine them. If, however, working documents appear to be defective, they can be rejected by HDAG with appropriate notice.

**6.2** The client is liable for the materials provided by him (e.g., precious metal, teeth, etc.) as well as accessories (e.g. finished parts, attachments, joints, etc.). Failures due to faulty materials or accessories provided by the client shall not be at the expense of HDAG. HDAG shall be liable for the storage of the parts supplied by the client with the care for its own affairs.

**6.3** If HDAG has to process faulty scan data sets in order to produce a suitable work, "compensation according to time spent" shall be charged according to the tariff for dental technicians.

**6.4** HDAG shall provide the Client with the lot numbers and instructions for use of the parts used and installed free of charge and without being asked to do so.

## **7 Terms of payment, set-off, retention**

**7.1** Invoices are due within 30 (thirty) days.

**7.2** The principal may withhold due payments only if the counterclaim on which he bases his right to refuse performance derives from the same subject matter of the contract and is undisputed, legally established or ready for decision. The client shall only have a right of set-off if his counterclaims are undisputed, legally established or ready for a decision.

## **8 retention of title**

The delivered goods remain the property of HDAG until full payment of all claims arising from the business relationship with the client. The client shall store the goods with commercial care for HDAG. The client shall be authorised to process the goods in the regular course of business.

## **9 Place of performance, place of jurisdiction**

Place of performance for delivery and payment is the registered office of HDAG. If the client is a merchant, the place of jurisdiction is also at the registered office of HDAG. Otherwise, the general place of jurisdiction shall apply.

## **10 Severability clause**

Should parts of these general terms and conditions be invalid, this shall not affect the validity of the remaining parts. Ineffective provisions, it is already agreed, shall be replaced by effective provisions.