

General terms and conditions of business

1. general

Orders once agreed between us, Hostettler Dental AG, Friedhofweg 24, CH-4950 Huttwil, (hereinafter referred to as KMZF) and our customers, shall apply to the entire business relationship. This shall also apply if payments are not to be made by the customer but by third parties and this has been agreed. Any deviating general terms and conditions of business are herewith contradicted.

2. prices

2.1 The prices relevant for the delivery are based on the price list valid on the day of delivery and are subject to value added tax at the statutory rate.

2.2 Cost estimates must be in writing to be valid. They refer to the price list applicable on the day of their issue. Since they cannot consider the exact final amount of the prices, they are subject to a tolerance of 10% of the net value. The client declares his agreement to this. If the prices differ from the original cost estimate by more than 10 %, KMZF shall obtain the consent of the Principal prior to commencement of the work.

2.3 The client is aware that changes in the materials to be invoiced separately (such as teeth) or materials subject to price fluctuations (e.g. precious metal) may lead to a deviation of the costs from the anticipated costs. The KMZF has no influence on this. The customer hereby declares his agreement.

3. delivery time, shipping

3.1 Delivery times are approximate and non-binding.

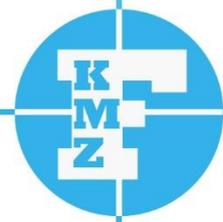
3.2 The delivery of the services shall be at the expense and risk of the client. The risk of accidental loss and accidental deterioration shall pass to the customer upon handover of the goods to a reliable forwarding agent or carrier.

4. liability for material defects

4.1 The client must check the work for correctness and completeness immediately after receipt.

4.2 He shall notify KMZF in writing of any complaints without delay, but at least within 10 days of their discovery. In case of inaccuracies in fit, the first models as well as new models or impressions shall be enclosed or submitted without delay.

4.3 In the event of justified complaints, the client has the right to supplementary performance by means of subsequent delivery or rectification of defects. The right to choose between these is with KMZF. If the chosen method of subsequent performance fails within a reasonable period of time - whereby 3 attempts at subsequent performance are agreed as reasonable - the customer may, at his discretion, withdraw from the contract or reduce the remuneration.



5. claims for damages

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

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

6. liability of the client

6.1 KMZF has no influence on the quality of the models, impressions and documents handed over by the customer.

The client is liable for errors in these. KMZF is not obliged to carry out an examination. If, however, working documents appear to be defective, they may be rejected by KMZF with appropriate notice.

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

7. terms of payment, offsetting, retention

7.1 Invoices are due immediately.

7.2 The client may only withhold due payments if the counterclaim on which he bases his right to refuse performance arises from the same subject matter of the contract and is undisputed, legally established, or ready for decision. A right of set-off on the part of the client exists only with undisputed counterclaims that are legally established or ready for decision.

8. retention of title

The delivered goods remain the property of KMZF until full payment of all claims arising from the business relationship with the customer. The Customer shall store the goods for KMZF with the diligence of a prudent businessman. The customer receives permission to store the goods in the regular to process the course of business.

9. place of performance, place of jurisdiction

Place of performance for delivery and payment is the registered office of KMZF. If the customer is a merchant, the place of jurisdiction is also the registered office of KMZF. Otherwise the general place of jurisdiction applies.

10. severability clause

Should parts of these general terms and conditions be ineffective, this does not affect the effectiveness of the remaining parts. Ineffective provisions, it is already now agreed, will be replaced by effective ones.

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