General Terms and Conditions ("GTC") of Straumann Ltd ("Straumann")

The Buyers attention is particularly drawn to the provisions of section 15 (Limitation of liability)

1. General provisions, scope, other provisions

1.1. We are Straumann Limited ("Straumann"), a company registered in England with company number 02646013 and whose registered office address is 10 Finsbury Square, London, United Kingdom, EC2A 1AF. These GTC apply only to transactions with Straumann. Separate terms will apply when dealing with a different Straumann entity or group company.

1.2. Straumann's quotations, deliveries, and other obligations shall be provided exclusively in accordance with these GTC. Straumann does not recognize contrary or different Buyer terms not contained in Straumann's GTC, or those implied by trade, custom or course of dealing, unless Straumann has agreed to any such terms in writing. This also shall hold true if, in knowledge of Buyer terms contrary to or different from this GTC, Straumann performs a delivery to the Buyer unconditionally.

1.3. This GTC shall apply only to business customers, being those of commercial or independent professional activity and to legal entities under public law or a special fund under public law ("Buyer"), who have opened a customer account with Straumann. It shall not apply to consumers, being an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession ("consumers").

1.4. Regarding third-party software from licensors or manufacturers other than Straumann itself, any of the respective manufacturer's or licensor's own licensing terms shall take precedence to anything inconsistent in these GTC and shall apply in addition to these GTC, where applicable. Straumann shall make the respective manufacturer's or licensor's licensing terms available to the Buyer upon request prior to formation of the agreement.

2. Formation of the agreement, proviso on changes, documentation

2.1. The agreement shall be formed only when Straumann confirms the Buyer's order is accepted in writing or begins to process the order. The Buyer is responsible for ensuring that the terms of the order are complete and accurate. Ancillary agreements, oral declarations by staff or representatives, and changes to confirmed orders (including changes in delivery items) must be confirmed in writing by Straumann in order to be effective.

2.2. Straumann reserves the right to make changes in design and materials relative to the product description in the catalogue, to reflect changes in relevant laws and regulatory requirements or to implement technical adjustments or improvements provided that the contractually stipulated use of the goods is not substantially impaired or materially adversely affected and the Buyer can reasonably be expected to accept the change.

2.3. Straumann retains all rights of ownership, copyrights, and industrial property rights (including the right to apply for such rights) to cost estimates, images, drawings, and other documentation; such documentation may be made accessible to third parties only with the prior written permission of Straumann.

3. Delivery period, proviso on obtaining delivery separately, Buyer's inability to perform, default of acceptance

3.1. Delivery deadlines or dates shall be agreed to as binding between the parties only if they are set forth in writing upon formation of the agreement and otherwise the time of delivery is not of the essence. If a binding delivery deadline has been agreed to, the delivery deadline period shall begin on the date of order confirmation by Straumann, but not until the particulars of the desired execution to be specified by the Buyer have been fully clarified. The delivery deadline shall be considered met if the circumstances effecting the transfer of risk pursuant to section 4.1 have occurred within the stipulated time. Apart from this, the delivery deadline shall in each instance be met only if the Buyer's duties and obligations are duly satisfied in a timely manner. Straumann reserves the right to refuse performance if the Buyer does not satisfy their contractual duties.

3.2. The delivery period shall be extended—even in the case of default—adequately in the event of force majeure or any unforeseeable impediments occurring after formation of the agreement for which Straumann bears no responsibility, if such impediments demonstrably impact the rendering of the performance owed. The same shall hold true if such circumstances arise with upstream suppliers. Straumann shall inform the Buyer of the beginning and end of such impediments as soon as possible. If the impediment continues for longer than three months or if it is clear that it will continue for longer than three months, both the Buyer and Straumann can withdraw from the agreement.

3.3. Independently of section 3.2, if Straumann fails to deliver the goods, its liability shall be limited to the purchase price paid for the goods in question under an order. Straumann shall have no liability for any failure to deliver the goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide Straumann with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

3.4. If it becomes discernible after the agreement is entered into that Straumann's payment claim is jeopardized by the Buyer's inability to perform, Straumann shall be entitled to refuse its performance and its actions in preparation for performance. The right to refuse performance shall lapse if the payment is effected or security for it is provided. Straumann can set a reasonable deadline for the Buyer to pay or provide security. If the deadline passes without satisfaction, Straumann shall be entitled to withdraw from the agreement.

3.5. If the Buyer defaults on acceptance of the delivery items or with payment of the purchase price, Straumann can withdraw from the agreement and/or demand damages in lieu of performance after a reasonable grace period required by law and set by Straumann has expired without satisfaction. If a claim for damages in lieu of performance is asserted, Straumann can demand, without proof, compensation amounting to:

a) 20% of the purchase price, if the delivery item is a serial or standard product and no situation pursuant to the following subsection b) is present, or

b) 100% of the purchase price, if the delivery item has been rendered unusable by the Buyer's default of acceptance, or

c) 100% of the purchase price, if the delivery item is bespoke or has been individually produced in keeping with the Buyer's wishes and Straumann has incurred expenses in order to ensure readiness to deliver.

Straumann reserves the right to claim further damages, if appropriate.

4. Delivery, dispatch, and transfer of risk

4.1. All shipments are made for the account and at the risk of the Buyer. Risk shall be transferred to the Buyer at the time when the shipment leaves Straumann's factory or warehouse. This shall apply even if only partial deliveries are made in respect of that order. If dispatch is delayed owing to circumstances for which Straumann bears no responsibility, then the risk is transferred to the Buyer when notice is provided of readiness to dispatch.

4.2. Unless special arrangements are made concerning the shipping method, Straumann shall choose the shipping method at its own discretion, assuming no guarantee that its method will be the safest, fastest, or least expensive. Damage suffered during transport must be reported to Straumann and to the delivering carrier promptly and in writing, but no later than within five (5) days of completion of delivery.

4.3. Whenever Straumann is acting merely as reseller of products of other manufacturers or licensors and it has been agreed that the Buyer will collect the goods, Straumann will make the products available for collection in the respective manufacturer's standard packaging, without additional packaging for transport.

4.4. Partial deliveries and partial performance shall be permissible to a reasonable extent. Such permissible partial deliveries and partial performance can be invoiced by Straumann individually.

5. Prices and payment

5.1. All prices are indicated in local currency and shall, for lack of a special agreement, be considered to be ex works or warehouse (EXW under Incoterms 2020), plus packaging and shipping costs and other applicable tax.

5.2. The price shown in Straumann's written order confirmation or—if there is no written confirmation—the price shown in the customer price list (catalogue) valid on the date when the order is placed shall apply. The customer price lists produced by Straumann can be modified by Straumann at any time prior to an order being confirmed. It is up to the Buyer to obtain information from Straumann concerning the prices valid on the day on which the order is placed. Where Straumann has provided the Buyer with a quotation, such prices shall remain valid for the period of such quotation and if the order is placed after the quotation validity period, then the Buyer acknowledges that Straumann may adjust the price prior to the order.

5.3. In the absence of stipulations to the contrary, payments shall be due in full within 30 days of the invoice date. Payment shall be considered made when Straumann receives payment in full and cleared funds. If the Buyer defaults on paying for an earlier delivery, the invoice amount shall be payable in full immediately (invoice date), notwithstanding the first sentence.

5.4. All costs incurred in connection with payment, in particular bank charges and other fees in addition to value-added tax, shall be borne by the Buyer and due at the same time as payment.

5.5. If the Buyer defaults on payment, without limitation to Straumann's other remedies under the agreement, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this section 5.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6. Retention of title and other safeguards

6.1. Straumann retains title to the delivered items until all claims, from the business relationship with the Buyer (including full payment of sums due and incidental claims, such as interest) have been satisfied in full. If a cheque is accepted, satisfaction shall occur only when the check has been cashed and Straumann can dispose of the amount without third-party risks.

6.2. The Buyer may process the delivery items in the proper and ordinary course of business, resell them with retention of title, or use them in the course of rendering other contractual performance to third parties; however, it may not pledge them or transfer them by way of security.

6.3. If the Buyer defaults on payment or breaches other essential contractual duties, Straumann shall be entitled to take back the goods under reservation or, if applicable, can demand that the Buyer assign to Straumann his right to request return of the goods from third parties and/or shall hold any proceeds of sale of the goods on trust for Straumann until such time as the Buyer has paid all sums owing to Straumann in full and cleared funds. If applicable, Straumann shall be entitled to require the Buyer to enter the retention of title on the Buyer's asset register, at the Buyer's expense. In the absence of an express written declaration, exercising the retention of title and returning the goods shall not constitute withdrawal from the agreement. Straumann shall be authorized to generate income with the returned goods through sale, leasing, or any other means; any income generated with the returned goods shall be applied to the Buyer's debts, less reasonable administrative costs and amortization. The right to take back shall not extend to the portion of the goods for which payment has already been made (e.g., through an advance). Until title to the goods has passed to the Buyer, the Buyer shall maintain the goods in a satisfactory condition and keep them insured against all risks for their full price from the date of risk in the goods passing.

6.4. The Buyer hereby assigns to Straumann the claim in the amount of the invoice value of the goods under reservation arising from an action deemed permissible in section 6.2 or on other legal grounds (e.g., event insured against, unlawful act). Straumann accepts the assignment. Straumann revocably empowers the Buyer to collect the claim assigned to Straumann in his own name and for Straumann's account. This collection authorization may be revoked only for objectively justified reasons, in particular if the Buyer fails to properly satisfy his payment obligations or an application has been filed to institute insolvency proceedings. In such a case, the Buyer must, upon demand by Straumann, provide the information concerning the assigned claims that is needed for collection, make relevant documentation available, and report the assignment to the debtor. The assignment of claim pursuant to the first sentence shall serve to secure all claims—including future ones—arising from the business relationship with the Buyer.

6.5. In the event of any attachment or pledging of goods by third parties, the Buyer must inform said third parties of the retention of title by Straumann and promptly provide Straumann with written notice thereof. If the third party is unable to reimburse Straumann for the court or out-of-court costs incurred through the legal measures taken against such an attachment or pledging, then the Buyer shall be liable for the loss that results for Straumann.

6.6. In the event that Straumann is required to enforce its rights under this section 6, Straumann shall be entitled to enter the Buyer's premises for the purposes of exercising its rights under this section 6.

7. Buyer's duty to inspect, notice of defects, rights in the case of material defects

7.1. In the case of a purchase that is a commercial transaction for both parties, the Buyer must provide written notice of any kind of visible defects—except hidden defects—within eight working days (Saturday shall not count as a working day) following delivery; otherwise, the goods shall be considered approved. Written notice of hidden defects must be provided within eight working days (Saturday and Sunday shall not count as a working day) following discovery; otherwise, the goods shall be considered approved in respect of such defects as well.

7.2. If a loss of or damage to the delivery items from delivery of the goods to the Buyer by the transport company is externally evident to the Buyer, it shall be up to the Buyer to have the transport company attest to the loss or damage (notice of loss) and notify Straumann of this promptly, attaching the attestation. The same shall apply if the Buyer discovers at a later time a loss or damage that initially was not externally evident.

7.3. If material defects are present in the goods (as determined by Straumann, in its discretion), Straumann shall have the option of remedying or curing the defect as subsequent performance or delivering new goods free of defects. If a defect is remedied, Straumann shall bear all expenses required to remedy the damage, in particular the costs of transport, unless such costs were incurred through dispatching the goods to a place other than the place of performance.

7.4. In the event of replacement delivery, Straumann can demand that the Buyer return the defective item in order to assess such defects or faults. If Straumann is unable to undertake remedying/replacement delivery, in particular because remedying/replacement delivery is delayed beyond reasonable periods for reasons for which Straumann bears responsibility, or if remedying/replacement delivery in some other way fails at least twice, then the Buyer, if further attempts at subsequent performance are unreasonable for it, shall be entitled at his option to withdraw from the agreement or to reduce the purchase price. The Buyer can withdraw from the agreement in connection with a minor defect only with Straumann's consent. In any event, and in accordance with section 15.2, Straumann shall not be liable to the Buyer for any loss of earnings, loss of profit or other management time incurred as a result of this section 7.4.

7.5. Rights relating to material defects can arise only if the delivery item has a material defect upon transfer of risk (in particular defective execution, poor materials). There shall be no rights relating to material defects in the case of inappropriate or improper use or handling of the delivery item, natural wear and tear, or inappropriate conditions for use, etc.

7.6. Subject to section 9.1 in relation to pre-owned capital equipment, which does not benefit from this one year limitation period, the limitation period for material defect claims shall be one year from the transfer of benefit and risk. This shall not apply to death, bodily injury, or impairment of health or to cases of intent, or where any other limitation or exclusion is prohibited at law.

7.7. If the defective delivery item is a third-party product, Straumann shall be entitled to assign its defect claims against its upstream suppliers to the Buyer and refer him to (judicial) recourse in connection therewith. Straumann can be held liable under sections 7.4–7.5 only if the claims against Straumann's upstream suppliers are unenforceable despite timely (judicial) recourse or if recourse in the specific case cannot be reasonably expected.

8. Returns of goods

8.1. The following provisions shall apply if the Buyer wishes to return any goods:

a) The following goods <u>may never be returned</u>:
- Goods that are temperature-controlled e.g. Biomaterials and Human Tissue Products.
- Goods which are bespoke or otherwise supplied in accordance with Buyer's individual specifications which are custom made (such as 'Clear Aligners'), even if unopened. This does not include where custom made products are defective or faulty.
- Capital equipment once the equipment has been opened, subject to pre-owned capital equipment as per section 9.1.

b) Any other Goods <u>may not be returned</u> for credit (unless they are entitled to be returned, under these GTC):
- if they or the wrapper is in any way defaced or damaged;
- if they have been removed from their wrapper or undergone any sterilisation or disinfection process; or
- if 60 days have passed since the date of the invoice ("60-day Period").

c) A copy of the E-Return slip or invoice/delivery note must accompany all returns. Straumann reserves the right to refuse credit if these documents are not included..

d) Goods returned for credit or exchange must be securely packaged for protection in transit. Credit or exchange will only be issued upon determination that the goods are in an acceptable condition.

e) Credit for returned goods will only be issued upon determination of acceptable condition, Straumann's decision being final regarding the condition of returned goods.

f) Once the 60-day Period has expired, only implants can be returned (and then only for exchange) up to 12 months after date of invoice. Implants can only be considered for exchange if they are in original, unopened packaging with at least one-year shelf life left. Upon exchange, a credit will be made for the original price paid and the replacement implant will be invoiced separately and will incur standard carriage charges.

g) Implants sent for credit must be accompanied by any healing caps/closure screws sent free of charge with the original order. If the healing caps/closure screws are not returned, the list price at time of order will be charged.

h) All returns must be shipped (prepaid) to the Straumann warehouse at: Straumann Ltd, 3 Pegasus Place, Gatwick Road, Crawley, West Sussex, RH10 9AY, UK. Customer Service: Telephone +44 (0)1293 651230. We recommend a tracked shipping service is used. E-Returns have a DHL collection service included.

9. Purchases of Capital Equipment

If the Buyer is purchasing capital equipment, defined as equipment requiring capital expenditure such as intraoral scanners, 3D printers, milling machines, lab scanners, digital and electrical products, the following additional terms will apply. Capital equipment purchased may either be pre-owned, or new.

9.1. Straumann does not provide a warranty for pre-owned capital equipment, however Straumann will honour any third party manufacturers repair warranty where applicable. This will be confirmed by the applicable manufacturer at the time the order is placed.

9.2. The Buyer cannot purchase an extended warranty for pre-owned capital equipment.

9.3. Straumann provide a warranty for new capital equipment for the period set out in an order, provided to the Buyer in accordance with the manufacturer's warranty for such capital equipment. For new capital equipment, an extended warranty may be purchased at time of purchase. Straumann warrants that on delivery, the capital equipment shall:

(a) conform in all material respects with their description;
(b) be free from material defects in design, material and workmanship;
(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
(d) be fit for any purpose held out by Straumann.

9.4. Subject to section 9.5 and only for new capital equipment items as per section 9.3, if:

(a) the Buyer gives notice in writing to Straumann during the warranty period within a reasonable time of discovery that some or all of the new capital equipment do not comply with the warranty set out in section 9.3;
(b) Straumann is given a reasonable opportunity of examining the capital equipment; and
(c) the Buyer (if asked to do so by Straumann) returns such capital equipment to Straumann's place of business at the Straumann's cost,

Straumann shall, at its option, repair or replace the defective capital equipment, or refund the price of the defective capital equipment in full.

9.5. Straumann shall not be be liable for the new capital equipment, in accordance with the warranty in section 9.3, where the Buyer fails to comply with the warranty set out in section 9.3, where:

(a) the Buyer makes any further use of the capital equipment after giving notice in accordance with section 9.4;
(b) the defect arises because the Buyer failed to follow the Straumann's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the capital equipment or (if there are none) good trade practice regarding the same;
(c) the defect arises as a result of Straumann following any drawing, design or specification supplied by the Buyer;
(d) the Buyer alters or repairs the capital equipment without the written consent of Straumann;
(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
(f) the capital equipment differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

10. Data Protection

10.1 We will use any personal information you provide to us to:

(a) provide the goods or services (as the case may be);
(b) process your payment for the goods or services;
(c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

10.2 We will process your personal information in accordance with our privacy policy: https://www.straumann.com/group/en/discover/privacy/gb/en.html, as updated from time to time.

11. Service Set

11.1. Should the Buyer need assistance in the retrieval of broken components in a Straumann implant case and require the use of the "Straumann Service Set" (along with support from a Straumann representative), this will be provided at no charge, provided that original Straumann components have been used throughout the entire implant treatment.

11.2. Should it transpire that non-Straumann components have been used as part of the restoration, Straumann reserves the right to levy a charge of £1500 to the Buyer, whether the use of non-original components is noted before, during, or after use of the "Straumann Service Set".

12. Education and Course Services

If the Buyer is purchasing educational services from Straumann, in the form of a course, tuition or as otherwise detailed in an order confirmation for services (an 'event'), the following additional terms will apply (the term 'delegate' is used to describe the purchaser of such services):

12.1. If registering to attend a Straumann event, registrations will only be confirmed once payment has been made in full and the delegate has received confirmation of attendance.

12.2. Courses may be delivered by Straumann or through by an external third party. Straumann shall not be liable to the delegate for any education services delivered by an external third party. Straumann will advise delegates who is delivering the services at the time of booking.

12.3. All educational pricing is per delegate – this includes all tuition and course fees, as well as course materials.

12.4. If the delegate wishes to cancel attendance at a booked event, it may do so but subject to paying the following cancellation charge paid through a the delegates refund :

(a) if cancelled 30 days or more from the date of the event, Straumann will refund the delegate in full.
(b) if cancelled 15 – 29 days prior to the date of the event, Straumann will refund the delegate 50% of the fee paid.
(c) if cancelled within 14 days of the event, the delegate will not be entitled to refund of the fees paid.

12.5. If a delegate wishes to attend another event, being one that they have not booked on, Straumann reserves the right to charge an administration charge of £25 in order to complete the transfer of event.

12.6. If a delegate wishes to transfer their place at an event to another individual, it may do so following confirmation from Straumann. The delegate is required to contact Straumann on 012 01293 651230 in order to request a change of delegate.

12.7. If Straumann is required to cancel an event through no fault of the delegate, Straumann will refund the delegate in full. Events may be cancelled by Straumann 24 hours before the event is due to take place.

12.8. Delegates acknowledge that an event may be delivered 'in person' or virtually. Where an event is delivered in person, each delegate agrees and acknowledges to follow any policy in place at the venue of the event in question. Failure to adhere to these may result in the delegate not being able to participate in an event.

12.9. Straumann warrants to the delegate that educational services provided by Straumann will be delivered or provided using reasonable care and skill.

12.10. All intellectual property rights in or arising out of or in connection with delivery of an event shall be owned by Straumann.

13. Dental Monitoring

If the Buyer is purchasing dental monitoring services, the following terms, in addition to section 14, will apply:

13.1. The Buyer agrees that it will be subject to the terms of the end user licence agreement issued to it prior to completing the purchase of the dental monitoring product.

13.2. Straumann acts in its capacity as a reseller of the dental monitoring product only.
13.3. Straumann excludes all liability in respect of any use of the product on a patient and any dental treatment plan or other form of treatment is the entire responsibility of the Buyer or user of the dental monitoring services and shall not be the responsibility of Straumann, who shall not be liable in any way for any such specific dental treatment plans.
13.4. Straumann will provide first line support for dental monitoring services in respect of general use of the dental monitoring service, such support not being provided in relation to any live cases or patients.

14. Third Party Software

14.1. Some of Straumann's goods (such as purchases of capital equipment) and services contain software whereby the Buyer must agree to abide by the end-user licence agreement that accompanies such software.
14.2. The Buyer must give a minimum of 3 months' written notice to cancel any software licence, subject to the terms of the end-user licence agreement, and be responsible for all licence fees payable until the date of cancellation in accordance with the end-user licence agreement terms.

15. Limitation of liability

15.1. Nothing in the agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or breach of the terms implied by section 12 of the Sale of Goods Act 1979.
15.2. Straumann shall in no way be liable for lost profits, loss of earnings or management time, loss of agreements or contracts, loss of anticipated savings, collateral damage, indirect damage, special damage, consequential damage, damage to goodwill or other similar types of damage.
15.3. In case of initial impossibility of delivery, Straumann shall only be liable if the impediment of performance was known to Straumann or if the lack of knowledge is due to gross negligence on the part of Straumann.
15.4. The above exclusions of liability do not apply in case of fraudulent concealment of defects and in as far as the exclusion is legally possible.
15.5. Subject to section 15.1, Straumann's total liability to the Buyer shall not exceed the purchase price paid for the goods in question under an order.
15.6. Any liability exclusions and limits of liability for Straumann set forth in this GTC shall also apply to the personal liability of Straumann's staff, employees, representatives, assignees, and agents.

16. Intellectual property

16.1. The GTC and any related contractual provision shall not be interpreted to mean that they transfer to the Buyer Straumann's intellectual property rights to goods. Straumann shall remain the exclusive holder of intellectual property rights to goods, software (where applicable) and any services or outputs from services or deliverables made by Straumann to the Buyer. Moreover, all representations, plans, calculations, and other documents generated under the GTC and any contractual provision shall remain with Straumann.

17. Special provisions on ordering dental prostheses and jaw models based on scanned data

If the Buyer orders dental prostheses or jaw models through electronic transmission of data that he has generated with a scanner (referred to hereinafter as "Scan Orders"), the following provisions shall apply additionally:

17.1. In the case of electronic orders of dental prostheses, the Buyer waives his right to receipt of notice of acceptance from Straumann. Upon acquisition of the scanner, each scanner Buyer shall receive from Straumann a permanent Buyer number and password for purposes of electronic data transmission. The order can be placed only if the user interface form provided by Straumann has been completed.
17.2. At the end of each calendar month, Straumann shall issue to the Buyer an invoice for the dental prostheses delivered during that month on the basis of Scan Orders. Delivered jaw models shall be invoiced immediately.
17.3. To enable Straumann to satisfy its delivery obligations relating to Scan Orders, the Buyer must duly satisfy his duties to cooperate in a timely manner. In particular, the Buyer shall ensure that the scanner data are recorded accurately, that all needed information is included, and that the entirety of the scanned data is transmitted to Straumann. Employees who operate the scanner and prepare Scan Orders must thus be trained accordingly.
17.4. In the case of Scan Orders, Straumann shall produce the dental prostheses and jaw models in accordance with the data transmitted to Straumann using the material chosen by the Buyer. Thus, there shall be no claims in the event of defects resulting from improper operation of the scanner, faulty transmission of the scanned data, transmission of faulty data, ordering inappropriate materials, or fitting the dental prosthesis with the patient. Finally, there shall be no defect claims if the defect is attributable to post-processing or alteration of the dental prosthesis or jaw model by the Buyer.
17.5. If the Buyer provides notice of a material defect in a dental prosthesis or jaw model, the Buyer must send it to Straumann promptly, together with the previously scanned model, so as to give Straumann the opportunity to review the complaint. If Straumann concludes that the Buyer scanned the model improperly and thus transmitted faulty data, Straumann shall notify the Buyer of this conclusion without delay and provide both data sets to him as evidence. Only upon instruction by the Buyer will Straumann produce and deliver another dental prosthesis or jaw model in such cases, at the Buyer's expense, based on the correct data set.

18. Special provisions for Scan and Scan&Shape Service

18.1. If the Buyer uses the Straumann Scan Service, Straumann will produce the individualized abutment or another prosthetic element ("Prosthetic Element") in accordance with the design and dimensions of the wax-up model/digital file to be provided by the Buyer. Any wax-up model must be new and must not have been used previously. By sending in the wax-up model/digital file, the Buyer acknowledges that he has pre-approved design and production (design pre-approval). Straumann shall not be responsible for defects in the design or fit of the Prosthetic Element. The wax-up model must be disinfected upon delivery to Straumann. The Buyer must confirm in a written statement that disinfection has occurred. The packaging of the wax-up model must also comply with applicable transport and safety laws.
18.2. If the Buyer uses the Straumann Scan&Shape Service, Straumann will develop and produce the Prosthetic Element exclusively in accordance with the design parameters and dimensions specified by the Buyer in the order (order form or online). Straumann will not change the design parameters, dimensions, and form specified and approved by the Buyer. Straumann shall

not be responsible for defects in the design or fit of the Prosthetic Element.

18.3. The Buyer's wax-up model shall be returned to the Buyer, at the Buyer's cost. If the Buyer has not submitted notice of defects within ninety (90) days after delivery of the Prosthetic Element, the expiry of that period shall be considered to constitute acceptance that both the design and the dimensions of the Prosthetic Element correspond to the wax-up model.

18.4. If the Buyer changes or adapts the Prosthetic Element delivered by Straumann, any and all liability for defects on the part of Straumann shall be excluded.

19. Special provisions for orders placed via the Straumann website

If the Buyer orders products via a Straumann website, the following provisions shall apply additionally:

19.1. The internet portal on the websites "http://shop.straumann.co.uk" and "http://shop.straumann.com" is directed at persons in the United Kingdom & Ireland authorised based on their professional qualification (dentists, dental practitioners, dental laboratories etc.).

19.2. Registration shall be required in order to be able to place orders via the website. The user name and password shall not be transferrable to third parties. The pages relating to ordering are accessible only to registered users of the website.

19.3. Offers made by Straumann on the website shall not be binding. The Buyer shall place his order by inputting the information requested in the order form and sending the order to the website. The Buyer's order shall be binding. The Buyer shall first receive electronic confirmation that the order has been received. Straumann shall then review the information sent by the Buyer. If the outcome of this review is positive, Straumann shall accept and execute the order.

19.4. Delivery deadlines or dates shall be binding only if they are expressly set forth in writing when the agreement is entered into. General information provided on the website shall not constitute any warranty as to deadlines and dates.

20. Concluding provisions

20.1. Unless stipulated otherwise, the place of performance shall be Straumann's registered office.

20.2. This GTC, the underlying contractual relationship, and all disputes arising therefrom, including any regarding limitation periods, set-off claims, claims in tort, and interest claims, shall be governed by the laws of England and Wales.

20.3. All disputes arising from the GTC or the underlying agreement or in connection therewith shall be subject to the exclusive jurisdiction of the ordinary courts at Straumann's registered office.

20.4. If any or several of the above provisions of these General Terms should be or become entirely or partially invalid, the remaining provisions shall continue to be effective. The invalid provision shall be replaced by the valid provision closest to the intended economical purpose of the invalid provisions. The same applies to an omission contained in the contract.

20.5. The Buyer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these GTCs.

20.6. No variation to these GTCS shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.7. No failure or delay by a party to exercise any right or remedy provided under an Order to which these GTCs apply or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.8. No one other than a party to an Order to which these GTCs apply shall have any right to enforce any of its terms.

Version of: July 2025.

Straumann Ltd, 3 Pegasus Place, Gatwick Road, Crawley, West Sussex, RH10 9AY