

General terms and Conditions of Sales

The customer's attention is drawn in particular to the provisions of clause 9.

1. INTERPRETATION

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control, including (but not limited to) the following:

a) acts of God, flood, drought, earthquake or other natural disaster;

b) epidemic or pandemic;

c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any periods of shutdown of the factories or warehouses for summer holidays (or any public holiday period) and general employee holiday periods;

d) nuclear, chemical or biological contamination or sonic boom;

e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

f) collapse of buildings, fire, explosion or accident;

g) any labour or trade dispute, strikes, industrial action or lockouts or reductions in working hours,;

h) non-performance by suppliers or subcontractors;

i) interruption or failure of utility service;

j) customs stops, lack or difficulty in finding raw materials, accidents or transport restrictions; and

k) orders from public authorities.

Goods: the Dental Implants or any other goods (or any part of them) set out in the Order.

Dental Implant: implantable device, or fixtures, being medical devices that interface with the jawbone to support a dental prosthesis, such as (but not limited to) a bridge, crown, or denture

Medical Devices: any instrument, apparatus, appliance, software, implant, material or other article intended by the manufacturer to be used, alone or in combination, for human beings for one or more of the following specific medical purposes:

(a) diagnosis, prevention, monitoring, treatment or alleviation of disease;

(b) diagnosis, monitoring, treatment, alleviation of, or compensation for, an injury or disability; or

(c) investigation, replacement or modification of the anatomy or of a physiological or pathological process or state and which does not achieve its principal intended action by pharmacological, immunological or metabolic means, in or on the human body.

Medical Equipment: are defined as medical devices requiring calibration, maintenance, repair, user training and decommissioning. Medical equipment is used for the specific purposes of diagnosis and treatment of disease or rehabilitation following disease or injury; it can be used either alone or in combination with any accessory, consumable or other piece of medical equipment

Order: the Customer's order for the Goods howsoever received by the Supplier, which shall be treated as an offer to purchase the Goods on the terms set forth in these Conditions subject to the Supplier's acceptance or rejection of such offer.

Order Confirmation: the Supplier's acceptance of the Order as set out in the order confirmation issued by the Supplier to the Customer.

Failed Dental Implant: An implant which fails to integrate with the jawbone.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: SWEDEN & MARTINA LTD (registered in England and Wales with company number 10311577), whose registered office is at 5th Floor North Side, 7/10 Chandos Street, Cavendish Square, London W1G 9DQ.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer as resulting from the Order Confirmation are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written Order Confirmation, at which point and on which date the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

3. GOODS

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement.

4. DELIVERY

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable),

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time before the Goods are dispatched or shipped.

4.3 Delivery is completed on the delivery of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 The Supplier 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 Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 The Supplier may deliver the Goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.7 If the Supplier makes any errors in shipments, notice of the incorrect Goods delivered must be given in writing by emailing the Supplier at info.uk@sweden-martina.com within seven days of the delivery date. The Goods delivered in error will be replaced with the correct ones provided that they are delivered back to the Supplier's place of business at Sweden & Martina LTD, Unit 1b Amberley Court, Whitworth Road, Crawley, West Sussex RH11 7XL unopened, unused, and in the same brand-new condition that the Customer received them in and in the original unaltered (with no signs of tampering) packaging received.

4.8 Upon receipt of the returned product, the Supplier will fully examine it and notify the Customer via e-mail, within a reasonable period of time, whether the Customer is entitled to a replacement with the correct item.

4.9 Customers can request a return for credits within 30 days of the delivery date.

(a) the Implant must be:

- (i) unopened, unused, and in the same brand-new condition that the customer received them in;
- (ii) in the original unaltered (with no signs of tampering) packaging as received by the Customer;

and

(b) the Customer shall inform the local sales representative for the Supplier of the intention to proceed with a returns for credit and provide the Supplier with the required completed return of material authorisation form ("Form M170");

(c) the Form M170 shall be authorised in writing by the Supplier;

(d) once the Customer has received the Supplier's authorisation, the Customer shall at its own costs deliver the Implant to be replaced to the Supplier at the following address: Unit 1b, Amberley Court, Whitworth Road, Crawley, West Sussex, RH11 7XL.

(e) the supplier will issue the credit note after provided that the materials are delivered back to the Supplier's place of business unopened, unused, and in the same brand-new condition that the Customer received them in and in the original unaltered (with no signs of tampering) packaging received.

5. QUALITY

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall:

- (a) conform in all material respects with their description; and
- (b) be free from material defects in design, material and workmanship; and
- (c) be fit for any purpose held out by the Supplier.

5.2 Subject to clause 5.1, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a period of seven days of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business (Sweden & Martina LTD, Unit 1b Amberley Court, Whitworth Road, Crawley, West Sussex, RH11 7XL) at the Customer's cost; and
- (c) the Supplier is given a reasonable opportunity to examine such Goods;

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 Notwithstanding the provisions of clause 5.1 and 5.2 above, Medical Equipment sold by the Supplier to the Customer shall remain subject to the manufacturer's warranties which are available at the following link: https://www.sweden-martina.com/articms/admin/upAllegati/23726/CGPV-UK_rev.03-25.pdf, along with product information sheets, technical data sheets or product leaflets issued by the manufacturer.

5.4 Any replacement of a Failed Dental Implant is subject to the following provisions:

- (a) the Failed Dental Implant will be replaced with the same type and model of Implant only;
- (b) the Customer shall complete an evaluation report form ("Form M163"), in respect of each defective Implant (paying particular attention to reference number (part number), quantities, lot numbers that are essential to process the return);
- (c) the Form M163 duly filled in and signed, together with the failed Implant picture, shall be sent to the Supplier's office, the address of which is set out in clause 5.2(b) above; and
- (d) the Customer shall give notice in writing to the Supplier within a period of thirty days of discovery that the Dental Implant is a Failed Dental Implant.

5.5 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's written instructions
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods in respect of Implants and any prosthetic components:
 - (i) the patient, customer or client does not meet commonly accepted standards of correct oral hygiene (please note 2 oral hygiene check-ups per year are recommended) or
 - (ii) the patient has overloaded the prosthesis, suffered trauma, unsuitable bone conditions exist (bone recessions or insufficient bone) or in case of prosthetic inconsistencies;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.6 In relation to any Goods received from the Supplier the Customer undertakes to:

- (a) inform its patients, customers and clients about the risks associated with the use of the Goods and to take any and all necessary or appropriate precautions to eliminate or at least reduce such risks;
- (b) promptly inform the Supplier of any malfunctions or alterations in the characteristics and performance of the Goods detected in the course of installation, application or use with a patient;
- (c) provide the Supplier with all information necessary or that may reasonably be requested in order to allow the tracking of the purchased Goods;
- (d) maintain appropriate, up-to-date and accurate records by fully and properly compiled a Dental Card and any other form or document to enable the immediate recall of any Goods or batches of Goods from the market; and
- (e) give any assistance that the Supplier shall reasonably require to recall, as a matter of urgency, Goods from the market.

5.7 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.9 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. REPLACEMENT OF IMPLANTS

6.1 The Customer may replace an Implant supplied by the Supplier to the Customer within the 24-month period of the date of the invoice thereof with another Implant of the same category from the Supplier's catalogue subject to the following provisions:

- (a) the Implant must be:
 - (i) unopened, unused, and in the same brand-new condition that the customer received them in;
 - (ii) in the original unaltered (with no signs of tampering) packaging as received by the Customer; and
 - (iii) having the period left to the expiry date no shorter than six months;
- (b) the Customer shall inform the local sales representative for the Supplier of the intention to proceed with a replacement and provide the Supplier with the required completed return of material authorisation form ("Form M170");
- (c) the Form M170 shall be authorised in writing by the Supplier;
- (d) once the Customer has received the Supplier's authorisation, the Customer shall at its own costs deliver the Implant to be replaced to the Supplier at the following address: Unit 1b, Amberley Court, Whitworth Road, Crawley, West Sussex, RH11 7XL.

6.2 Clause 6.1 shall not apply to Implants purchased by the Customer from the Supplier:

- (a) in connection with promotions;
- (b) within the context of product termination campaigns;
- (c) no longer in the Supplier's catalogue;
- (d) which have been acquired by the Customer by way of replacement;
- (e) custom-made as a result of Specification; or
- (f) which remain unpaid.

7. TITLE AND RISK

7.1 Title and risk in the Goods shall pass to the Customer on delivery of the Goods to the Customer.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order Confirmation.

8.2 The price of the Goods:

- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

8.3 The Supplier may invoice the Customer for the Goods on or at any time after the delivery of the Goods to the carrier.

8.4 The Customer shall pay each invoice submitted by the Supplier:

- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
- (b) in full, unless payment by instalments has been specifically prior agreed in writing by the Supplier; and
- (c) in cleared funds to a bank account nominated in writing by the Supplier (no payment in cash being acceptable); and

time for payment shall be of the essence of the Contract.

8.5 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10, the Customer 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 clause 8.5 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%.

8.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. LIMITATION OF LIABILITY

9.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

9.2 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.3 Nothing in the Contract limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any liability that legally cannot be limited.

9.4 Subject to clause 9.3, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

9.5 This clause 9 shall survive termination of the Contract.

10. TERMINATION

10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

12. GENERAL

12.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2 Confidentiality.

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.3 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver.

(a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.7 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to Supplier at the following addresses (or an address substituted in writing by the party to be served):

Supplier: info.uk@sweden-martina.com

Customer: the email address provided by the Customer to the Supplier from time to time.

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.8 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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