

1. Validity and applicability of the General Terms and Conditions

1.1. These general terms and conditions are based on Swiss law and apply worldwide for an indefinite time, as long as the parties (Dentalpoint as Seller/ the Customer as Orderer, Buyer) acknowledge them either expressly in communication with each other or tacitly.

The present conditions apply to all purchase contracts in which Dentalpoint appears as Seller and Supplier. They are furthermore applicable to all statements made by Dentalpoint in brochures, price lists, advertisements and offers.

Modifications and side agreements to these general terms and conditions are only valid if the Customer and Dentalpoint have made a different written agreement.

1.2. If a contract is concluded and the other party likewise submits their own general terms and conditions, then the points that coincide apply. A written agreement will be made regarding the divergent components of each party's general terms and conditions.

1.3. In other respects, the provisions of Swiss Code of Obligations regarding the purchase contract (Art. 184 et seq. Swiss Code of Obligations) and other Swiss laws and regulations apply; the Vienna Purchasing Convention (CISG) does not apply.

2. Offers and orders

2.1. Brochures, price lists, advertisements and prospectuses contain non-binding information and guideline prices.

2.2. An offer (quote) from Dentalpoint is only binding, if it has been presented to the Customer in writing, and it only has binding effects during the period specified therein. If no time period is mentioned, then an offer from Dentalpoint is binding for ten days.

2.3. If the Customer places an order, then the Customer accepts these general terms and conditions.

The Customer may place an order in writing, by telephone, telefax, Internet and e-mail. The contract is only considered to be concluded however, if Dentalpoint confirms the order or delivers the products ordered. Whichever event occurs earlier applies.

2.4. The Customer must examine the order confirmation promptly on receipt for correctness and completeness. Dentalpoint must be notified of errors promptly in writing. Before such a notification from the Customer modifies the contract content, the modification must be confirmed by Dentalpoint in writing. If the Customer does not provide any notification, then the content of the order confirmation is applicable to the contract.

3. Personal data

When you contact us (for example via telephone, contact form or e-mail), your personal data will be stored for the purpose of processing your inquiry and in the event that follow-up questions arise.

4. Place of delivery

4.1. The place of delivery will be named in the order confirmation.

5. Delivery deadlines

5.1. The delivery period of 48 hours stated in the order confirmation is an approximate guideline. Dentalpoint commits to supply the buyer with the agreed products according to the guidelines established in the order confirmation.

5.2. The deadlines will be appropriately extended if obstacles arise that can be classified as force majeure, e.g., extreme natural events, mobilization, war, riot, epidemics, accidents and disease, significant operational malfunctions, labour conflicts, delayed or mistaken deliveries and official measures.

6. Buyer's obligations on delivery, consequences of default

6.1. The Buyer commits to accept these products at the predetermined time and to pay for them. If the Buyer refuses to accept a delivery without consent from Dentalpoint, then the Buyer must pay the costs or losses, including storage costs, arising for Dentalpoint due to this refusal, and moreover must do so until the time when the Buyer receives the delivery or irrevocably refuses it. The risk of loss of the products is transferred to the Buyer at the moment of delivery. Ownership and unrestricted right of disposal of the products ordered is only transferred to the Buyer if Dentalpoint has received the amount billed.

6.2. The Buyer must examine a delivered and accepted product within fourteen days for possible defects or mismatch with the order. After the expiry of this period, the products are considered to be accepted without reservations by the Buyer.

6.3. If the product ordered is sent to the Buyer at the Buyer's request, then, regardless of which party pays the freight costs, the danger of accidental loss and accidental damage is transferred to the Buyer with delivery, i.e., at the latest when leaving the warehouse.

6.4. In exchange for acceptance of the costs (freight, processing fee, etc.), the Customer is entitled to return implants up to three months after delivery and to a 1-to-1 exchange.

7. Guarantee and liability

7.1. If no different written agreement has been made, then Dentalpoint guarantees a product free of defects during a period of six months from the delivery date. If the product proves to be defective during this period, then Dentalpoint will, at its own discretion, repair or replace the product at its own cost with appropriate expediency. The Dentalpoint guarantee is granted in lieu of any other guarantee. All other guarantees are excluded to the extent legally permissible.

7.2. The Dentalpoint guarantee does not provide protection for damages which arise or have arisen due to:

7.2.1. Improper application, improper use

7.2.2. Modifications or repairs by third parties, by the Customer, or by the end consumer himself

7.2.3. By any party (other than Dentalpoint)

7.2.4. Any external force

7.2.5. Follow-up on any instructions issued by the Customer and correctly carried out by Dentalpoint.

7.3. The Customer must provide Dentalpoint with all necessary information and grant access thereto as well as provide complete cooperation in order to enable Dentalpoint to perform its obligations. If the Customer refuses to cooperate, then Dentalpoint is not obligated to provide any service or assistance.

7.4. The Customer is responsible for the backup and confidentiality of all product data and also for its legal and official requirements associated with the products.

7.5. Dentalpoint is not liable in any case for indirect damages or consequential damages. All liability is excluded to the extent legally permissible.

7.6. The products delivered by Dentalpoint are not intended for making diagnoses or prognoses or determining the course of treatment. Neither the products nor any information made available by Dentalpoint are intended to substitute for the services of a trained medical professional, or to serve as a substitute for a physician's advice. Dentalpoint makes no representations regarding the products and does not provide guarantees regarding treatment, effectiveness or use of medications.

7.7. All Dentalpoint products are only intended for purchase by a licensed physician.

8. Purchase prices

8.1. The purchase prices are established in the quote. The prices for products, taxes, delivery and insurance correspond to the prices indicated on the quote or invoice from distribution warehouse D and CH. Modifications regarding currency exchange, taxes, insurance, freight and purchasing costs (including for components) may lead Dentalpoint to adjust the prices appropriately.

8.2. VAT is not included in the prices and is billed separately, to the extent and as long as it is stipulated by law.

9. Terms of payment

9.1. The buyer is obligated to pay without delay within a payment period of thirty days starting from the invoice date. On the day after the expiry of this period, the purchase price is considered lapsed, i.e., the buyer is in default of payment with no need for notification and owes Dentalpoint default interest of five percent. In spite of this, Dentalpoint reserves the right to send payment reminders and warnings, and to charge a fee for this equivalent to the value of CHF 30.00 in Switzerland and EUR 30.00 abroad. Moreover, it reserves the right to claim further collection expenses.

9.2. Dentalpoint can cancel the contract without observance of a notification period, if the Customer is late with payments. Dentalpoint can suspend deliveries until full payment is made.

9.3. Payments and credits cannot be offset by the Buyer.

10. Cancellation of the contract

10.1. Both parties can cancel the contract if the other party:

10.1.1. infringes the contract significantly and omits to rectify this situation within thirty days after receiving a written notification from the other party, or

10.1.2. becomes insolvent or is not able to pay its debts on time.

11. Industrial property rights and copyrights (IPR) and data privacy

11.1. All industrial property rights and copyrights to the products are and will remain the exclusive property of Dentalpoint AG or its licensors, to the extent applicable ("IPR"). The "ZERAMEX®" products of Dentalpoint are protected by patent.

11.2. The data transferred by Customers to Dentalpoint are stored or forwarded in strict compliance with the applicable data privacy laws. The Customer is responsible for procuring the consent of its patients to forwarding potentially personal data to Dentalpoint. The Customer agrees that its personal data can be forwarded to a Dentalpoint company outside of the EEA.

12. Substitution, transfer

Dentalpoint may forward, cede or transfer its obligations as a subcontract to a competent third party. The Customer may not cede or pass on its rights or obligations vis-à-vis Dentalpoint.

13. Statement of integral component of the contract

All current Dentalpoint products and service offers can be found on the website www.dentalpoint-implants.com. The document available and applicable on the website on the date of the contract is considered an integral component of the contract.

14. Jurisdiction

In the event of disputes arising from the contractual relationship between Dentalpoint and the Customer, the jurisdiction of Zurich is agreed. Dentalpoint is not obligated to take part in a lawsuit outside of Switzerland.