

# General Terms & Conditions (GTC) of CeraRoot SL

Welcome to CeraRoot's website and store. CeraRoot SL and its affiliates provide this website subject to the following conditions. If you shop or visit the website at [www.ceraroot.com](http://www.ceraroot.com) and [www.ifu.ceraroot.com](http://www.ifu.ceraroot.com), as well as the online stores [euro.ceraroot.com](http://euro.ceraroot.com) and [usa.ceraroot.com](http://usa.ceraroot.com) ("Site"), you accept these terms and conditions ("Terms") and any other terms which are incorporated herein by reference; if you do not agree, please do not use this Site. Please review the Terms carefully. CeraRoot may update the Terms at any time without notice to you. The most current version of the Terms can be reviewed by clicking on the "Terms of use" hypertext link located at the bottom of this Site.

## Privacy and Security

CeraRoot SL ("CeraRoot"), along with its affiliates and subsidiaries respect your privacy, value our relationship, and are committed to safeguarding your privacy. We understand the importance of privacy to our customers and visitors to the CeraRoot websites. Our use of Personal Data is governed by our Privacy Policy and by accessing and using the CeraRoot websites, you agree to be bound by that Privacy Policy. You recognize and agree that when submitting your personally identifiable information to CeraRoot websites, while CeraRoot has safeguards in place to prevent unauthorized access or interception, there is no absolute guarantee of security. In the unlikely event of an interception or unauthorized access despite our efforts, CeraRoot shall not be responsible for such interceptions or unauthorized access, or any direct, indirect, special, incidental, or consequential damages (including lost profits) suffered by a customer or user, even if CeraRoot has previously been advised of the possibility of such damages. CeraRoot does not warrant, either expressly or implied, that the information provided by any customer shall be free from interception or unauthorized access, and does not provide any implied warranties of merchantability and fitness for a particular purpose. Each customer is responsible for maintaining the confidentiality of his or her own password.

## 1. Definitions

The definitions below constitute an integral part of these Terms.

"CeraRoot" or "We" means CeraRoot SL or the CeraRoot company as identified on your invoice or order confirmation;  
"You" means a person or company using this Site and/or purchasing Products from CeraRoot;  
"Account" means your registered customer account required to purchase Products, to view your orders and invoices, to order courses online or other features as described hereinafter;  
"Product(s)" means the products described in the invoice and/or order confirmation sent by CeraRoot and, when not explicitly excluded, "Product(s)" also include general service and support carried out by CeraRoot as well as any computer programs licensed to You by CeraRoot;  
"Site" means the website at [www.ceraroot.com](http://www.ceraroot.com);  
"Terms" means these terms and conditions including any other terms which are incorporated by reference

## 2. Use of this Site

Other than allowing You to purchase Products and to manage your Customer Account through the MyCeraRoot portal, the Site is provided to You for informational purposes. By accessing the Site, You agree that You will not use this Site for any purpose that is unlawful or prohibited by these Terms. You shall not use the Site in any manner that could damage, disable, overburden, or impair any server or network of CeraRoot or affiliated companies. You shall not gain or try to gain unauthorized access to any area on the Site which is protected by password, or any other computer systems or networks connected to any server of CeraRoot through hacking or any other means.

All information provided by CeraRoot on this Site is made available to provide immediate access for the convenience of interested persons. CeraRoot aims to include accurate and up to date information, but makes no representations or warranties, express or implied, as to the accuracy or completeness of the information provided on this Site and disclaims any liability for the use of this Site and any site linked to it. The information and materials provided on this Site are intended to be general and do not constitute advice in any specific patient case. For specific advice on treatment You should contact Your Treatment Provider.<sup>1</sup> CeraRoot may change this Site at any time without notice but does not assume any responsibility to update it. Access and use of this Site and any website linked to from this Site and the content thereof is at the risk of users. Neither CeraRoot nor any other party involved in creating, producing or delivering the Site or on any website linked to from this Site shall be liable in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of access, use or inability to use this Site or any website linked to from this Site, or any errors or omissions in the content thereof.

No offer and no solicitation: The information provided on this Site does not constitute an offer of or solicitation for the purchase or disposal of, trading or any transaction in any CeraRoot securities. (Investors must not rely on this information for investment decisions.)

Forward-looking information: This Site may contain forward-looking information. Such information is subject to a variety of significant uncertainties, including scientific, business, economic or financial factors, and therefore actual results may differ significantly from those pretended.

Information on products: some products shown or described on this Site may not be available or not be regulatory cleared, released or licensed for sale in all markets. Please contact Your local CeraRoot office for current product assortment and availability. Product images on this Site are not necessarily to scale. All CeraRoot products are intended for purchase only by a licensed physician. Please go to Warranty Program for more information on the CeraRoot Warranty Program.

Information on Treatment Providers: Neither CeraRoot nor any affiliated company which manufactures or distributes any CeraRoot components or other products makes any representation, guarantee, covenant, or other undertaking, express or implied, with respect to the qualifications of or standard of care exercised by the Treatment Providers listed on or referred to by this Site. CeraRoot shall not be responsible for any errors or omissions, or for the use or results obtained from the use of this information. The Treatment Providers listed herein or referred to by this Site are customers of CeraRoot. Nothing herein should be construed to imply that CeraRoot and any individual Treatment Provider have entered into any partnership, joint venture or agency with the other party. CeraRoot is not a licensing or governing body for dental professionals; please refer to the appropriate governmental dental licensing authority for license or status verification. CeraRoot makes no representations regarding any individual Treatment Provider's licensing status.

## 3. Your CeraRoot Customer Account

In order to purchase Products or access certain functions from this Site, You will be required to create an account by registering Your name, providing certain information about yourself, and creating a password (the "Account"). You agree that You will provide complete, current and accurate information about yourself as requested, and that You will keep that information up to date. You are responsible for safeguarding the confidentiality of Your username and password which are used to access Your Account on the Site. You agree not to disclose Your username or password to any third party. You agree that you are solely and fully responsible for any activities or actions taken under Your Account, whether or not you have authorized such activities or actions. You will immediately notify CeraRoot of any unauthorized use of Your Account.

Invoices and orders: through Your MyCeraRoot portal, You will be able to access Your current and past orders as well as Your invoices. If You notice a discrepancy between an invoice on the MyCeraRoot portal and an invoice You have received, please contact your customer service.

## 4. Electronic Communication

When You visit this Site or send emails to CeraRoot, You are communicating with CeraRoot electronically. You consent to receive communications from us electronically. We will at times communicate with You by email. You agree that all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing. You understand that You, and not CeraRoot, are responsible for all electronic communications and content sent from Your computer to us.

## 5. Making Purchases

If You wish to purchase any Products through our Site, We will ask You to supply certain information applicable to your purchase, including, without limitation, payment and other information. Any such information will be treated as described in our Privacy Policy. All information that You provide to us or our third party payment processor must be accurate, current and complete. You represent and warrant that You have the legal right to use any credit card(s) or other payment means used to initiate any transaction. You agree to pay all charges incurred by You or any users of Your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to Your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

When You place an order to purchase a Product, We will send You an email confirming receipt of Your order and containing the

details of Your order, which does not constitute an acceptance of Your order. Your order represents an offer to us to purchase a Product which is accepted by CeraRoot when We either send an e-mail confirmation

n of Your order or ship the ordered Products to You. Any Products on the same order which We have not confirmed by e-mail or shipment do not form part of the contract between You and CeraRoot.

By placing an order, You represent that the Products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any Product; to honor, or impose conditions on the honoring of, any promotion; to bar any user from making any or all purchase(s); and/or to refuse to provide any user with any Product.

Descriptions, images, references, features, content, specifications, Products, price and availability of any Products or services are subject to change without notice, and our current prices can be found on our Site and/or through our current price list. Additionally, all images are not to scale. We make reasonable efforts to accurately display the attributes of our Products; however, the image that You see will depend on Your computer system and We cannot guarantee that your computer will accurately display the Product. CeraRoot does not assume any liability for the accuracy or correctness of any description, image, reference, feature, content, or specification made on the Site.

Some Products shown or described on this Site may not be available or not be regulatory cleared, released or licensed for sale in all markets.

CeraRoot continually strives to improve its Products; therefore, CeraRoot reserves the right to improve, modify, or discontinue Products at any time or to change specification and prices without notice and without incurring obligations.

## 6. Payment Terms and Billing

6.1. Prices for Products, tax, shipment, insurance and installation will be as shown on your invoice. Changes to exchange rates, duties, insurance, freight and purchase costs (including for components) may cause CR to adjust prices accordingly.

6.2. Payment shall be made before supply or, in some written accorded cases, within the number of days, from the invoice date, set out in the invoice. If payment is late the maximum statutory interest rate will apply on the late amount. CR may suspend deliveries until full payment, for a Contract, has been received.

6.3. The prices are considered to be the value of the goods or services, excluding any discounts and other rebates plus loading, packaging, freight and any insurance to be contracted only by special agreement and plus value-added tax at the statutory rate.

6.4. Interest on arrears will be charged at 5 % per year -respectively at 8 % per year for legal transactions not involving consumers – above the applicable base rate published in the Bundesanzeiger. In supplement to the statutory regulations, we shall be entitled to levy a higher rate of interest, if we furnish evidence for a higher burden, unless the contractual partner furnishes evidence that no default interest loss occurred or that only substantially lower default interest loss occurred.

6.5. Payment instructions, cheques and bills of exchange will only be accepted on account of performance after all discount and collection charges have been paid.

6.6. The contractual partner may only set our claims off against counter-claims that are undisputed, approved or determined with legal effect.

6.7. The right of retention may likewise only be exercised in the case of counter-claims that are undisputed, approved or determined with legal effect and only if it is based on the same contractual relationship.

## 7. Shipping/Shipping charges

All orders placed before 11 a.m. Eastern Standard Time will be shipped the same day, pending product availability.

Shipments are paid by CeraRoot and added to the invoice. Unless special instructions are received with Your order, the shipping method will be at CeraRoot's option. All shipments will be made Carriage and Insurance Paid "CIP" (Incoterms 2010). Delivery will be deemed complete and legal title and all risk of loss or damage to the Products will pass to buyer, upon delivery to the carrier.

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All efforts will be made to provide the Product ordered in the time frame requested, however, any delivery date provided to You is to serve only as an estimation and is not a guarantee.

When You receive the Products, You must inspect the shipment for any defects or non-conformity. Any discrepancies should be reported to CeraRoot's customer service and support within 48 hours of receipt of shipment. After this period it will be deemed that You will have accepted the Products as shipped.

## 8. Returns/Exchanges<sup>2</sup>

CeraRoot offers You the opportunity to return Products purchased from CeraRoot to the terms and conditions set out in this Return Policy (including expired Products):

You may return Products purchased from CeraRoot within sixty (30) days from the invoice date of the respective Products. The purchase price for returned Products will be credited to Your CeraRoot customer account. You may also return Products purchased from CeraRoot within twelve (12) months from the invoice date of the respective Products against an order of CeraRoot Products of a value equal or higher than the value of the returned Products. You may only return Products that are still in their intact original packaging. In particular, the original packaging and the Products may not be damaged, marked, or otherwise altered. No Product tied to a promotion may be returned for credit; exchange only. CeraRoot may modify or terminate this Return Policy at any time in whole or in part. Changes to or the termination of the Return Policy will not affect the return rights granted under this Return Policy for Products purchased prior to the date of the change or termination.

Products purchased in a kit or set cannot be returned and/or exchanged as individual components. To process a return or an exchange, please contact CeraRoot customer service in order to receive a return authorization number (RA#) and instructions on how to return the Product. Product must be sent back to CeraRoot via a traceable method and with the necessary RA#. Returns or exchanges will not be accepted without the necessary RA#. This Return Policy sets forth the entire understanding regarding the return and exchange of Products and supersedes all prior agreements and discussions relating to the return and exchange of Products.

## 9. Repairs

Should any instrumentation require repair, please contact CeraRoot customer service for conditions, information, and instructions on how to proceed regarding CeraRoot's repair services.

## 10. Warranty

CeraRoot guarantees its Products pursuant to the CeraRoot Warranty Program. The terms and conditions of the Warranty Program, including but not limited to eligibility, scope of warranty and claims procedure, can be viewed here. The CeraRoot Warranty Program constitutes an integral part of these Terms.

## 11. Liability resulting from the use of the Products

You assume all risks and liability resulting from the use of Products whether used separately or in combination with other products not manufactured by CeraRoot. In no event shall CeraRoot be liable for indirect or consequential damages.

The CeraRoot Warranty Program is given in place of all implied warranties and any implied warranties are excluded to the fullest permitted extent. Neither CeraRoot nor any affiliated company which manufactures or distributes any CeraRoot components makes any warranty with respect to CeraRoot components, express or implied, written or oral, including guarantees of merchantability of fitness for a particular purpose. In addition, CeraRoot and its affiliates disclaim all liability to a Treatment Provider for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of dental practices and all other direct or indirect, incidental or consequential damages resulting or arising from the design, composition, condition, use or performance of CeraRoot components.

Although the information and recommendations at this Site are presented in good faith and believed to be correct, CeraRoot makes no representations or warranties as to the completeness or accuracy of the information. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use. In no event will CeraRoot be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this Site or the Products to which the information refers. CeraRoot strongly recommends completion of

formal postgraduate implant education and strict adherence to the procedures described in CeraRoot's implant instructions manuals and instructions for use. Neither the Products nor any information made available by CeraRoot are intended to replace the services of a trained health professional or to be a substitute for medical advice of Treatment Providers.

CeraRoot does not warrant the accuracy or timeliness of the materials on this Site and has no liability for any errors or omissions in the materials.

## 12. Course cancellation policy

CeraRoot Courses: if You wish to cancel your place on a CeraRoot course booked through the MyCeraRoot portal, please note that the course fee will be returned in full in case of cancellation 7 days before the course starts. No fee will be reimbursed if You cancel 6 days or less prior to the start of the course, or if You do not attend the course (no show). The cancellation fee is non-transferable. CeraRoot reserves the right to cancel a course at any time by giving you at least 10 days prior notice. In such a case, You will receive a full refund of the course fee. CeraRoot shall however not be responsible, and will not reimburse You, for any expense that You may have already incurred in relation to the course (such as, e.g. travel arrangements).

Third Party Courses: Courses available through MyCeraRoot portal and indicated as Third Party Courses are provided by external providers independent of CeraRoot. CeraRoot therefore assumes no liability and makes no representations in connection with such third party courses, such as the accuracy or completeness of information provided through the MyCeraRoot portal about these Third Party Courses. Please refer to the Third Party website for their terms and conditions and cancellation policies.

## 13. Intellectual Property Rights

All intellectual property rights on this Site and Products are and shall remain the exclusive property of CeraRoot or its licensors, as applicable. All texts, graphics, interfaces, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained on this Site is owned, controlled or licensed by or to CeraRoot, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

### a) Copyright

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### b) Trademark guidelines

The name CeraRoot is synonymous with highest-quality restorative and esthetic dental products and services. CeraRoot's trademarks represent the standards of excellence and consistent quality associated with CeraRoot. In order to improve readability, CeraRoot does not use ™ or ® in the running text or on pictures and other images on this Site for its own marks and may not use ™ or ® for the marks of third parties. By doing so, however, CeraRoot does not waive any rights to its own marks and fully acknowledges rights of third parties to their respective marks. Please read CeraRoot's

Trademark List for more information on CeraRoot's trademarks and service marks. The Trademark List constitutes an integral part of these Terms. Any rights not expressly granted herein are reserved. CeraRoot does not waive any right to a trademark, service mark or other intellectual property and nothing herein shall be construed to the contrary.

Proper use of CeraRoot's trademarks and service marks is important. You may use CeraRoot's trademarks, service marks or product names to refer to CeraRoot products and services provided You follow these guidelines. Your use must not mislead consumers as to any CeraRoot sponsorship, affiliation, or endorsement of your company, or of Your products or services. Your use shall not discredit CeraRoot or any affiliated company.

When referring to CeraRoot products, apply the appropriate trademark symbols in accordance with our current Trademark List.

The common way to set trademarks apart from other words or nouns is to capitalize the product name and use the appropriate trademark symbol and appropriate descriptor. Examples:

Correct: "CeraRoot® is a complete treatment concept for all indications."

Incorrect: "CeraRoot is a complete treatment concept for all indications."

When using CeraRoot's trademarks, service marks or product names, include an attribution of CeraRoot ownership of the trademark(s) in the credit notice section of your documentation or advertisement. Follow this format: "CeraRoot, CeraCrown are trademarks of the CeraRoot group."

## c) Patents

Products may be covered by one or more of the patents listed in the Patent Marking Document. The Patent Marking Document constitutes an integral part of these Terms.

## 14. Compliance

It is Your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased through our Site and/or in transmitting information through our Site. Therefore You agree that any Product purchased through this Site will not be shipped, transferred or exported into any country or used in any manner prohibited by applicable export laws, restrictions or regulations.

### a) Patient Data

Additionally, it is Your responsibility to comply with all applicable privacy regulations. CeraRoot specifically requests that You do not enter patient data when making a purchase. It is your sole responsibility to act in full accordance with all laws, in particular laws relating to patient data protection.

### b) Disclosure to Third Parties

CeraRoot is committed to an ethical, proactive and professional approach to clinician-industry relations. Therefore, You acknowledge and agree that certain transactions made on this Site may be disclosed by CeraRoot to third parties pursuant to applicable laws, regulations, or policies. Specifically, CeraRoot complies with the provisions of the Patient Protection Affordable Care Act.

## 15. Termination

Either You or CeraRoot may terminate Your access to the Site and to Your Account at any time, with or without cause, and with or without prior notice. Upon termination for any reason, Your right to access or use the Site will immediately cease. Upon termination, You will have no further access to any information, files or materials related to Your Account. CeraRoot shall have no liability whatsoever to You or any third party as a result of a termination of Your rights of access to Your Account.

## 16. Governing law

These Terms shall be governed by Spanish substantive law to the exclusion of the international conflict of laws provisions thereof and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising out Your use of the Site shall be the place of business of CeraRoot SL. However, CeraRoot may also take legal action against You at Your place of business.