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;

“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 our communications with you; the term “Product(s)” also includes, but is not limited to, “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;

“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 current system 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 solely 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 of or completeness of any information provided on this Site and disclaims any liability for the use of this Site and any link 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. 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 shall be in any manner whatsoever for any direct, incidental, consequential, indirect or punitive damages arising out of access to or use of this Site or any other 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 or solicitation for the purchase or disposal of, trading or any transaction in any CeraRoot security instruments. Investors must not rely on this information for investment decisions.

Forward-looking information: This Site may contain forward-looking statements which are based on CeraRoot’s current expectations concerning future events. Forward-looking statements are subject to a number of risks, uncertainties and assumptions that could cause actual results to differ materially from those anticipated. No forward-looking statements can be guaranteed and actual results may differ from those in this Site.

CeraRoot may update the Terms at any time without notice to you, and the version of the Terms can be reviewed by clicking on the “Terms of use” hyperlink located at the bottom of this Site.

Privacy and Security

CeraRoot SL (“CeraRoot”), along with its affiliates and subsidiaries respect your privacy, value your 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 personal identity 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 advised of the possibility of such loss. 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.

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 and accurate information as requested, or requested, 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 exclusively responsible for maintaining the confidentiality of Your password and will not allow anyone else to register for an 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 review Your past orders as well as view 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. When You consent to receive communications from us electronically, We will at times communicate with You by email. You agree that all agreements, notices, disclaimers and other communications provided 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 personal information. Any such information will be treated as described in our Privacy Policy. All information that You provide to us or through our Site is subject to the terms of our Privacy Policy. You represent and warrant that You have the legal right to use any credit card(s) or other payment means used to purchase the Product. We do not guarantee and are not responsible for any injuries or losses to You or any users of Your account and credit card (or other applicable payment mechanism) at the prices in effect when You place such order. All charges are made when You place Your order and do not constitute a tax in any case of returned, canceled, refunded, or otherwise any purchase You have made. You agree not to use any applicable taxes relating to Your purchases. Verification of information applicable to a purchase may be required prior to any purchases.

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 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 otherwise or any Products which 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 by You in a lawful manner. We are not required to provide notice, nor to impose conditions on the honoring of, or promotion to, any buyer making any full purchases(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 will see 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 for any reason and 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 agreed 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, packing, 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 -retarding at 8 % per annum on all 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 the 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.

Shipment are paid by CeraRoot and added to the invoice. Unless special instructions are received with Your order, the job will be paid 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 ownership to the Products will pass to buyer, upon delivery to the carrier.
General Terms & Conditions for Products

CeraRoot offers you the opportunity to return Products purchased from CeraRoot to the terms and conditions set out in this Return Policy (including excluded Products).

8. Returns/Exchanges

You may return Products purchased from CeraRoot within sixty (60) 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 original packaging. In particular, the original packaging and the Products may not be damaged, marked, or otherwise altered. No Product tested 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 rights and obligations set forth for all Products purchased prior to the date of the change or termination. Products purchased in a kit or set cannot be returned and/or exchanged individually. To process a return or an exchange, please contact CeraRoot customer service in order to receive a return authorization number (RAD) and instructions on how to return the Product. Product must be sent back to CeraRoot via a traceable method and with the necessary RAD. Returns or exchanges will not be accepted without the necessary RAD. Refer to this form for the return process and an understanding regarding the return and exchange of Products and supervision of 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 and all 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 guarantee of merchantability of fitness for a particular purpose. In addition, CeraRoot does not assume any liability to a Treatment Provider for lost earnings, income or profits, failure of a Treatment Provider to conform to generally accepted standards of good practice or 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 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 investigations and inquiries to the fullest extent and exercise every care as to 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, content or other data on 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 refunded in case of cancellation 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 compensate You for any expenses 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 cannot receive any complaints or problems from You related to 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, images, photographs, trademarks, logos, sounds, music, videos, artwork and computer code contained in Products purchased from CeraRoot is licensed by CeraRoot to You, and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

a) Copyright

This Site and the information contained and referenced therein is protected by copyright, as is the copying, reproduction, republication, upload, translation, retransmission or other use strictly prohibited. Requests for permission to reproduce any information contained on this Site should be addressed to CeraRoot SL, Legal Department, Barcelona, or write to legal@cerarot.com.

If you have access to MyLibrary, you may download several materials, property of CeraRoot, for a specific use on your own material or website. This non-exclusive, non-transferable, free and unrestricted license grants You the right to use by CeraRoot. CeraRoot may revoke this license at any time. When downloading and using any of the CeraRoot material, you must at all times clearly indicate that the material belongs to CeraRoot (redefining it with the copyright notice © CeraRoot SL), and you should refrain from making any statement that could imply that CeraRoot endorses your practice or that your practice belongs to CeraRoot or any entity of the CeraRoot Group. You shall refrain from altering or modifying any of the material available for download. The material available for download may be withdrawn or modified at any time by CeraRoot, without notice. CeraRoot does not make any representation as to the fitness or legality of your use of the material. CeraRoot shall not be held liable for any consequences arising out or in connection with the use by any third party, including, you of, any of the material available for download on the MyLibrary section, and you agree to indemnify CeraRoot in full for all direct and indirect damages as well as reasonable attorneys' fees, that may be incurred by you of the CeraRoot material.

b) Trademark guidelines

The name CeraRoot is synonymous with high-quality restorative and aesthetic 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 a printed page, and it is used only on this Site for the purpose of marking this mark as the owner's marks and may not use ™ or ® for the marks of third parties. However, CeraRoot does not waive any of its 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. You may not use these marks as a trademark, service mark or other intellectual property and nothing herein shall be construed to the contrary.

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 names 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 as applicable. The correct attribution is “CeraRoot® CeraRoot 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/or to Your Account at any time, with or without cause, and with or without prior notice. Upon termination for any reason, Your account will be immediately terminated. Upon termination, You will have no further access to any information, files or materials related to Your Account. CeraRoot shall have no obligation to save any information 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.