

The place of jurisdiction is the local court or regional court in Hamburg.
The law of the Federal Republic of Germany shall apply.

I. Applicability

(1) The following terms and conditions shall apply to **all 3D printing orders and their deliveries and other services in digital printing of the »DentaMile 3D Printing Center«** resulting from these orders between DMG Digital Enterprises SE »DDE SE« and exclusively merchants and entrepreneurs within the meaning of Section 14 of the German Civil Code (hereinafter referred to as Customer »or Ordering Party«). The Customer acts as an entrepreneur, he places his order with DDE SE in the exercise of his commercial or self-employed professional activity.

(2) The validity of the Customer's general terms and conditions is hereby objected to, even in the event that these are communicated to DDE SE in a letter of confirmation or in any other way.

Place of performance for all obligations arising from this contract is the registered office of DDE SE. The place of jurisdiction is the local court or regional court in Hamburg. The law of the Federal Republic of Germany shall apply.

II. Execution and carrying out an order

(1) These terms and conditions shall apply to all services of DMG 3D Printing Center published in offer lists, terms and conditions of orders, online presences and advertisements. All services of DMG 3D Printing Center are offered and operated by DDE SE; DDE SE is the partner of the Customer who, as an entrepreneur, directs its orders to DDE SE within the scope of these Terms and Conditions.

(2) DMG 3D Printing Center offers various services for the additive creation of certain print objects »the Products« according to data provided by the Customer. The specification of the Products, the type and duration of production, pricing, delivery times and delivery locations are announced by DDE SE on the online pages intended for the order and are valid in the current version, unless individual conditions are agreed with the Customer (e.g. also by e-mail). However, the terms and conditions thus presented on the web pages of the printing center do not constitute a binding offer for the conclusion of a contract for the services of DDE SE. It is a non-binding offer to order these services from DDE SE.

Only with electronic order placement and data upload of the STL data the Customer submits a binding purchase offer to DDE SE (order offer of the Customer).

(3) In principle, acceptance of Customer's order offer by DDE SE can be made after transmission of the printable STL file by the Customer to the printing center. At the latest upon processing of the STL data into a product, DDE SE has accepted the Customer's offer under the conditions stated herein. DDE SE always reserves the right to reject the order offer after receipt of the Customer's STL data as long as, in the view of DDE SE, the STL data received is not usable for the order requested by the Customer or is defective for other reasons. The Customer is solely responsible for the quality and usability of the transmitted data. DDE SE is not obligated to notify the Customer of any recognized inadequacies, errors and/or defects in the data sets and to improve them.

(4) The data transmitted by the Customer are without identification of a natural person or a patient (anonymous); the Customer is responsible for transmitting this anonymized order to the DMG 3D Printing Center and for reassigning the received product to the person's order. DDE SE may reject personal data - with the exception of the Customer's data - or, if necessary, delete it immediately or encrypt it in any other way. In principle, such data shall remain with the Customer. DDE SE and the Customer agree that the data of the STL file will be stored for at least 12 months after fulfillment of the order.

III. Manufacture of the product (preliminary product)

(1) DDE SE shall manufacture the ordered product in the printing center using the 3D printing process in accordance with the quality standards set by DDE SE. In the event of deviations between the target and actual condition of the parts in the state of delivery, the usual production-related tolerances in 3D printing shall be accepted (deviation tolerance of up to +/- 0.35 mm). There is no warranty for deviations due to insufficient delivered data quality.

With regard to the material characteristics, reference is made to the specification of the manufacturer (DDE SE) of the 3D printing material.

The manufacture of the product by DDE SE is carried out without taking into account the purposes for the use of the product, if any, communicated and/or intended by the Customer. DDE SE is not responsible for all requirements intended by the Customer, the conditions of use and physical characteristics of the product in its field of activity, these are solely the responsibility and liability of the Customer .

(2) All other features of the ordered product, intended and / or desired by the Customer, are not subject of the contract of manufacture of the print order and delivery of the product. In particular, its future usability, certain requirements for use, load and durability are not guaranteed by DDE SE and are not the subject of the contract between the Customer and DDE SE. The Customer receives from DDE SE a product that always requires further processing or reworking, in particular adaptation to the requirements set by the Customer (e.g. further grinding in). It is agreed that the delivered product represents a preliminary product for the purposes and uses desired by the Customer and thus an essential component of a final product desired by the Customer.

The Customer is thus also responsible for checking the product with his data and adapting it to the individual data set by him.

IV. Prices

(1) Prices are »Ex Works« (excluding statutory value added tax), excluding freight, customs, export and import duties and packaging. Unless otherwise agreed in writing, shipment by DDE SE shall be Ex Works« place of delivery Hamburg, Elbgaustrasse 248 (EXW) in accordance to the International Commercial Terms 2020. The packaging of the goods will not be taken back.

(2) DDE SE shall not be bound by previous prices in the case of follow-up orders.

V. Terms of Delivery

(1) The delivery period begins after receipt of all documents and data necessary for the processing of the order. In the absence of instructions from the Customer, the shipping route and method will be selected at our best discretion. Otherwise, the terms of delivery and shipment announced by DDE SE shall apply.

(2) The risk shall pass to the Customer when the goods leave the delivery plant, even if carriage paid delivery has been agreed. In the event of a delay in dispatch due to conduct on the part of the Customer, the risk shall pass to the Customer upon notification that the goods are ready for dispatch.

(3) If an agreed delivery deadline is not met due to the fault of DDE SE, the Customer shall be entitled - provided that there is no gross negligence and/or intentional conduct on the part of DDE SE - to withdraw from the contract after expiry of a reasonable grace period or to claim compensation for delay. Any further claims are excluded. The compensation for delay shall be limited to a maximum of 10% of the order value of the delivery which has not been made in accordance with the contract.

(4) Partial deliveries from an order with several products are permissible. DDE SE reserves the right to deliver up to 10% above or below the ordered quantities.

(5) Circumstances of force majeure beyond the control of DDE SE which make performance temporarily impossible or otherwise impede it, such as strikes, war, warlike conditions, blockades, import and export restrictions, official measures (e.g. SARS COVID 19 containment measures) , energy or raw material shortages and the like, even if they occur during default, shall entitle DDE SE to postpone delivery for the duration of such event. If such events lead to the fact that the performance of the contract becomes economically and organizationally unreasonable for DDE SE, DDE SE shall be entitled to withdraw from the contract in whole or in part. The exercise of these rights by DDE SE shall not entitle the Customer to claim damages. DDE SE shall immediately notify the Customer of the circumstance of force majeure, the Customer may request DDE SE to declare within 2 weeks whether it intends to withdraw or to deliver within a reasonable grace period.

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VI. Terms of payment

- (1) Unless otherwise agreed, the Customer shall pay the invoice amount without deduction within 30 days from the invoice date.
- (2) Customer shall only be entitled to any statutory right of set-off in respect of undisputed or judicially confirmed claims.

VII Defects of Delivery

- (1) The quality and design of the products shall be determined by the respective information on the type of manufacture and the manufacturing process given to the Customer upon acceptance of the order. The error tolerances excluding a warranty for the dimensional deviations of the created product is the deviation tolerance of a maximum of +/- 0.35 mm on at least 80 % of the component surface (see III.1.), which is usual in 3D printing and caused by the production process. If there are dimensional deviations due to physical/chemical influences of the product used, these are not covered by the warranty.

DDE SE will not give any warranties or guarantees of quality (e.g. for the mechanical, chemical or thermal load capacity), in particular with regard to the suitability for the purposes set by the Customer, unless these are agreed individually in writing or in text form.

- (2) Justified notices of defects (deviation from VII 1.) shall **be sent immediately, at the latest within 5 days after receipt of the delivered product**, otherwise the product shall be deemed accepted. A defect shall also be deemed to be the absence of such features which have been expressly warranted in writing. Notices of defects do not cause any changes in the agreed terms of payment. If a notice of defect proves to be justified, DDE SE shall provide a replacement free of charge by repair or new delivery or shall credit the invoice amount or the reduced value. **Further claims of the Customer of any kind, in particular for compensation for lost profit or compensation for consequential damages caused by a defect, shall only exist within the scope of the provision under VIII.**
- (3) Reworking may result in the loss of all claims for defects against DDE SE if the defect is no longer traceable as a result. Wear and tear are not covered by the warranty.
- (4) Recourse claims according to §§ 478, 479 BGB (German Civil Code) only exist if the claim by the consumer was justified and only to the legal extent.
- (5) Claims of the Customer due to defects are subject to a **limitation period of one year beginning with the delivery of the item**. This shall not apply in the event of intent or fraudulent concealment of the defect or in the event of deviation from any quality or durability guarantees assumed by DDE SE pursuant to § 443 BGB. This one-year limitation period shall also not apply to claims for damages due to defects if the damage is based on gross negligence of the legal representatives or executives of DDE SE or if personal injury is involved. The statutory provisions on the limitation of any recourse claims pursuant to Section 479 of the German Civil Code (BGB) as well as on the limitation and exclusion periods pursuant to the Product Liability Act shall remain unaffected.

VIII. Scope of Liability

- (1) DDE SE shall be liable for damages caused by intent or gross negligence of its legal representatives or executives as well as for personal injuries in accordance with the statutory provisions of German law.
- (2) In the event of damage to property and financial loss caused by negligence as well as in the event of intent or gross negligence of simple vicarious agents, DDE SE or its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, however, limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely. In the case of this liability of DDE SE, **all claims of the Customer for compensation for direct or indirect damage (e.g. business interruption damage, loss of profit, consequential damages) - irrespective of the legal grounds, including any claims for damages due to breach of pre-contractual obligations and tort - are excluded.**

- (3) The statutory liabilities due to the absence of a quality guaranteed by DDE SE or according to the Product Liability Act shall remain unaffected.

IX. Reservation of Title

DDE SE retains title to the delivered products until all claims against the Customer arising from the entire business relationship have been satisfied in full. This retention of title also extends to the new product manufactured by processing the delivered goods or combining them with other parts (no acquisition of ownership by the Customer according to § 959 BGB). In the case of connections with third-party material, the provisions of §§ 947/ 948 BGB shall apply with the consequence that DDE SE's co-ownership share in the new product shall now be deemed to be goods subject to retention of title within the meaning of these terms and conditions. In the event of resale of the new product by the Customer, the purchase price claim to which the Customer is entitled from the resale shall take its place by way of security. The reseller (Customer) already now assigns to DDE SE the claims existing to him from such sales with all ancillary rights.

X. Property Rights

- (1) DDE SE shall manufacture the products in accordance with the data supplied by the Customer. The Customer is responsible for ensuring that the property rights of third parties are not infringed. He shall indemnify DDE SE against claims of third parties. If DDE SE is prohibited from manufacturing or delivering by a third party with reference to an industrial property right belonging to him, DDE SE is entitled - without examining the legal situation - to stop the work and to demand compensation for the costs incurred.
- (2) the data provided to DDE SE will only be stored for the manufacture of the product on behalf of the Customer and will not be used for any other purpose. DDE SE is entitled to store this data for up to five years after submission of the offer, but also to destroy it 12 months after the manufacture of the order.
- (3) insofar as DDE SE is entitled to the copyrights and, if applicable, industrial property rights to the products, these shall be fully transferred to the Customer after delivery to the Customer AND after full payment.

XI. Data protection

For all information in connection with the handling of data, reference is made to the separate data protection declaration of the DentaMile contract.

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DMG Digital Enterprises SE

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