

I. Applicability

1. The following terms and conditions apply to **all 3D print orders (including design services) and associated deliverables and other digital printing services of “DMG Druckzentrum”** (operating as the **DentaMile Design & Print Service**) arising from these contracts between **DMG Digital Enterprises SE** (“DDE SE”) and exclusively merchants and **traders within the meaning of Section 14 of the German Civil Code (BGB)** (hereinafter referred to as the “Customer” or the “Buyer”). The Customer is operating in their capacity as a trader placing an order with DDE SE in exercise of their trade, business or profession.
2. The validity of the Customer’s general terms & conditions is hereby excluded, regardless of whether these have been submitted to DDE SE in a confirmation letter or in any other way.
3. The place of fulfilment for all obligations arising from this contract is the registered office of DDE SE. The court of jurisdiction is the District Court or the Regional Court in Hamburg. The law of the Federal Republic of Germany applies.
4. Where DDE SE enters into individual agreements with Customers, these terms and conditions shall then apply supplementally to the non-individual agreement with the Customer.

II. Execution of the purchase order

1. The terms and conditions agreed herein relate to all DMG Druckzentrum services published in service lists, contractual terms, web presences and advertisements. All DMG Druckzentrum services are offered and run by DDE SE; it serves as the partner for business customers (traders) placing orders with DDE SE under these terms and conditions.
2. DMG Druckzentrum offers a range of services (including design and print services) for the additive manufacture of certain printed objects (the “Products”) based on data supplied by the Customer. The specification of the products, the type and duration of manufacture, pricing, delivery times and delivery locations are published by DDE SE on the designated online pages for the order and are valid in the current version, unless individual terms have been agreed with the Customer (including via email, for example). However, these terms and conditions presented on the Druckzentrum website do not constitute a binding request for the conclusion of a contract relating to DDE SE services. This is a non-binding request to order these services from DDE SE. Only by placing the order electronically and uploading the STL data is the Customer deemed to have made a binding purchase offer to DDE SE (order offer of the Customer).
3. In principle, DDE SE may accept the Customer’s order after the Customer has transmitted the printable STL file to Druckzentrum. DDE SE shall be deemed to have accepted the Customer’s offer under the terms and conditions specified here at the latest once the STL data for a product has been processed. DDE SE always reserves the right to reject the order offer after receipt of the STL data from the Customer, provided DDE SE deems the STL data received not usable for the order requested by the Customer or incorrect for other reasons. The Customer alone is responsible for the quality and usability of the transmitted data. DDE SE is not obliged to inform the Customer of any identified inadequacies, errors and/or deficiencies in the data sets or to improve them.
4. The data transmitted by the Customer is not assigned to any individual or patient (anonymous); the Customer is responsible for transmitting this anonymised order to Druckzentrum and reassigning the product received 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 should remain with the Customer. DDE SE and the Customer agree to STL file data being stored for at least 12 months after the fulfilment of the order.

III. Manufacture of the product (preliminary product)

1. DDE SE manufactures the ordered product in the printing centre using a 3D printing process in accordance with the quality standards set by DDE SE. In the event of dimensional deviations between the target nature and the actual nature of the parts in the delivery state, customary production-related tolerances for 3D printing must be accepted (deviation tolerance of up to +/- 0.35 mm). There is no warranty for deviations owing to insufficient quality of data supplied. With regard to the material properties, reference is made to the specification of the manufacturer of the 3D printing material. DDE SE manufactures the product without taking into account any purposes communicated and/or intended by the Customer for the use of the product. DDE SE is not responsible for all the Customer’s intended requirements, the conditions of use or the physical properties of the product in its field of activity; these are solely the responsibility of the Customer.
2. The contract for the manufacture of the printing order and delivery of the product does not cover any other characteristics of the ordered product that are intended and/or desired by the Customer. In particular, its future usability and specific requirements for use, load and durability are not guaranteed by DDE SE and are not part of the contract between the Customer and DDE SE. The Customer shall receive a product from DDE SE that will always require further processing or post-processing, in particular adaptation to the requirements set out by the customer (e.g. further grinding). It is agreed that the delivered product is a precursor for the purposes and uses requested by the Customer and thus an essential part of an end product desired by the Customer. The Customer is therefore also responsible for checking the product with its data and adapting it to the individual data set by it.

IV. Pricing

1. Prices apply ex works (without statutory VAT), excluding freight, customs, incidental export and import duties and packaging. The respective prices stated and published on acceptance of the order offer by DDE SE shall apply plus shipping and delivery costs. Unless otherwise agreed in writing, shipment will be made by DDE SE “ex works” from its plant in Hamburg, Elbgaustrasse 248 (EXW) in accordance with the agreements under the International Commercial Terms (Incoterms) 2020. The packaging of the goods will not be taken back.
2. DDE SE is not bound to previous prices for follow-up orders.

V. Terms of delivery

1. The delivery time begins on receipt of all documents and data necessary for the execution of the order. Unless instructed otherwise by the Customer, the shipping route and shipping method will be chosen at the best discretion of DDE SE. Otherwise, the terms and conditions of delivery and dispatch offered by DDE SE or agreed on in the individual case shall apply.
2. Even if carriage-free delivery is agreed, the risk passes to the Customer on departure from the delivery plant at the latest. In the event of a delay in dispatch owing to actions on the part of the Customer, the risk shall pass to the Customer on notification of readiness for shipment.
3. If an agreed delivery deadline is not met for reasons attributable to DDE SE, the Customer is entitled to withdraw from the contract or to demand compensation for delay after the expiry of a reasonable grace period, provided that there has been no grossly negligent and/or intentional conduct on the part of DDE SE. Further claims are excluded. The compensation for delay is limited to a maximum of 10% of the order value of the delivery that has not been made in accordance with the contract.
4. Partial deliveries from an order with several products are permitted. DDE SE reserves the right to deliver up to 10% above or below the ordered quantities.

5. Conditions of force majeure beyond the control of DDE SE, which temporarily render fulfilment impossible or otherwise obstruct fulfilment, such as strikes, war, warlike conditions, blockades, import and export restrictions, governmental measures (e.g. SARS, COVID-19 containment measures), energy or raw material shortages and similar, even if these occur during the delay, entitle DDE SE to delay the delivery for the duration of this event. If such events lead to fulfilment of the contract becoming economically and organisationally unreasonable for DDE SE, DDE SE shall be entitled to withdraw from the contract in whole or in part. DDE SE exercising these rights shall not entitle the Customer to claims for damages. DDE SE will notify the Customer immediately of the circumstances of force majeure; the Customer may stipulate that DDE SE declare within two weeks whether it wants to withdraw or deliver within a reasonable grace period.

VI. Terms of payment

1. Unless otherwise agreed, the Customer must pay the invoice amount without deduction within 30 days of the invoice date.
2. The Customer shall only be entitled to a statutory right of set-off to the extent that these claims are uncontested, legally binding or ready for judgement.
3. In the event of default on more than one obligation, DDE SE can make all claims due immediately.

VII. Defects in delivery

1. The quality and construction of the products are determined by the respective information regarding the type of production and the manufacturing process, which is given to the Customer on acceptance of the order. Defect tolerances for dimensional deviations in the manufactured product shall exclude warranty where these are within the standard 3D printing production-related deviation tolerance of a maximum of +/- 0.35 mm on at least 80% of the component surface (see III. 1.). Any dimensional deviations caused by physical/chemical influences of the product used are not covered by the warranty. DDE SE does not give any assurances or guarantees of quality (e.g. for mechanical, chemical or thermal load-bearing capacity), in particular with regard to the suitability of the purposes indicated by the Customer, unless these are individually agreed in writing or in text form.
2. Justified complaints regarding defects (derogation from VII. 1.) must be sent immediately, and no later than **five days after receiving the delivery at the delivery destination**; otherwise, the product will be deemed approved. The lack of such properties that are expressly guaranteed in writing is also considered a defect. Notices of defects will not result in any changes to the agreed payment terms. If a notice of defects proves to be justified, DDE SE will provide a replacement free of charge by means of repair or new delivery or credit the invoice amount or the reduced value. Further claims of the Customer of any kind, in particular for compensation for lost profits or compensation for consequential damages caused by defects, exist only within the framework of the provision under VIII.
3. Reworking can result in the loss of all claims for defects against DDE SE if the defect is no longer discernible. Wear and tear is not covered by the warranty.
4. Recourse claims pursuant to sections 478, 479 of the German Civil Code (BGB) only exist if the claim by the consumer was justified and only to the extent permitted by law.
5. Customer **claims due to defects become statute-barred after one year from the delivery of the object**. This shall not apply in the case of intent or malicious concealment of the defect or deviation from any conditions or durability guarantees assumed by DDE SE in accordance with Section 443 German Civil Code (BGB). This one-year limitation period shall also not apply to claims for damages due to defects if the defect is caused by gross negligence on the part of DDE SE's legal representatives or executive employees or in case of personal injury. 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 German Product Liability Act, shall remain unaffected.

VIII. Extent of liability

1. DDE SE assumes liability for damages attributable to intent or gross negligence on the part of its legal representatives or executive employees and for personal injuries in accordance with statutory provisions.
2. In the event of negligent property damage and financial damage as well as in the event of intent or gross negligence on the part of ordinary vicarious agents, DDE SE and/or its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but limited in amount to the damages foreseeable and typical of the contract on conclusion of the contract. Material contractual obligations are those whose fulfilment characterises the contract and on which the Customer may rely. All claims of the Customer to compensation for direct or indirect damage (e.g. damage caused by the interruption of operations, loss of profit, consequential damage) – irrespective of the legal basis including potential claims for compensation due to breach of pre-contractual obligations as well as due to unauthorised actions – are excluded from DDE SE's liability.
3. The statutory liability for the absence of a condition guaranteed by DDE SE or subject to the Product Liability Act remains unaffected.

IX. Retention of title

1. DDE SE reserves ownership of the delivery item until all of the claims against the Customer to which it is entitled under the entire business relationship have been fully satisfied. This retention of title also extends to the new product produced by processing the delivered goods or combining them with other parts (no acquisition of ownership by the Customer in accordance with Section 959 BGB). In the case of combinations with third-party material, the provisions of sections 947/948 BGB apply, with the consequence that DDE SE's co-ownership share in the new item is now considered to be reserved goods within the meaning of these 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 as a precaution. The reseller (Customer) hereby assigns to DDE SE the claims arising from such sales with all ancillary rights ahead of time.

X. Property rights

1. DDE SE manufactures the products according to the data provided by the Customer. The Customer is responsible for ensuring that the property rights of third parties are not infringed by this. It must indemnify DDE SE against claims by third parties. If DDE SE is prohibited from manufacture or supply by a third party on the basis of a property right belonging to it, DDE SE is entitled – without examining the legal situation – to stop the work and to demand reimbursement of the costs incurred.
2. The data provided to DDE SE will only be stored for the production of the product on behalf of the customer and will not be used for any further purpose. DDE SE is entitled to store this data for up to five years after the submission of the offer, but also to destroy this data 12 months after the order has been made.
3. If DDE SE is entitled to the copyright and, where applicable, industrial property rights to the products, they will be transferred in full 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, please refer to the separate privacy policy of the DentaMile Contract.

DMG Digital Enterprises SE

Elbgastr. 248
22547 Hamburg
Germany

Last updated: 22 Oct. 2024