



CONDITIONS OF BUSINESS

The Customer's attention is particularly drawn to the provisions of clauses 51 to 71 (inclusive) (Limitation of liability).

BASIS OF CONTRACT

1. The “Company” means Remo Dental Laboratory Limited or any subsidiary of that company which relies on these Conditions.
2. “Conditions” means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
3. The “Customer” means the person whose order for Products/Services is accepted by the Company.
4. The “Products” means any products and/or goods ordered from the Company by the Customer or to be supplied by the Company to the Customer.
5. “Price” means the price for the Products inclusive of carriage, packaging and insurance.
6. The “Services” means the services and/or work to be performed by the Company for the Customer
7. “Contract” means any contract between the Company and the Customer incorporating these conditions for the sale of Products and/or the provision of the Services.
8. These Conditions shall apply to all contracts for the supply of the Products and/or the Services by the Company to the Customer to the exclusion of any other terms or conditions including any terms or conditions which the Customer may purport to apply under any purchase order (verbal or written), confirmation of order or similar document.
9. These Conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer.



10. No variation to these conditions shall be binding on the Company unless contained in the Company's quotation or agreed in writing between the Customer and laboratory manager, or a Director, of the Company.
11. The Company's employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the Products unless confirmed by the Company in writing.
12. The Customer acknowledges that it does not rely on any representation and/or warranty which has not been made in accordance with these Conditions.

ORDERS AND CONTRACT

13. The Company shall have the right to decline to accept any orders placed for Products and/or Services.
14. The Customer shall be responsible for the accuracy of an order and for giving the Company any information necessary for the Company to perform the Contract.

DELIVERY

15. The Company will use reasonable commercial endeavours to deliver the Products by any time or date agreed with the Customer and in the quantities required by the Customer, but time and delivery shall not be of the essence of any contract for the supply of the Products and in the event of the Company's failure to meet such date for any reason, the Company shall not be liable for any loss or damage suffered by the Customer as a result, nor shall this constitute a breach or repudiation of these Conditions.
16. The Customer shall have no right to reject Products and/or Services for late delivery and/or performance unless the due date for delivery and/or performance has passed and the Customer has served on the Company a written notice requiring the Contract to be performed and giving the Company not less than 14 days in which to do so.
17. The Company shall not be required to fulfil orders for Products and/or Services in the sequence that they are placed.



18. Delivery of the Products shall be made to the Customer's address on the delivery date. The Customer shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery.
19. If the Customer refuses to take delivery of any Products and/or to allow performance of the Services then the Company shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat the Contract as repudiated by the Customer.

PRICE

20. The price of Products and/or the Services shall be those ruling at the date the Products are despatched and/or the Services are performed as shown in the Company's price list current at that date or as quoted to the Customer. The price shall be paid net of any agreed discount unless payment of the price is outwith the agreed credit terms in which case the discount shall become payable in addition to the price as so discounted.
21. The Customer will be informed in writing by the Company of any increases in prices for the Products and/or the Services not less than seven days before such increase takes effect.
22. The Company's terms of payment are net cash within 30 days of invoice.
23. Time for payment shall be of the essence.
24. If the Customer fails to make any payment in full on the due date the Company may charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall be compounded with monthly rests.
25. Where the Products are delivered in instalments and/or the Services are performed in stages the Company may invoice in respect of each instalment and/or stage separately and the Customer shall pay such invoices in accordance with this Agreement.
26. The Customer shall pay all sums due to the Company under a Contract without any set off, deduction or any other withholding of monies.



27. Payment shall not be deemed to be made until the Company has received either cash or cleared funds in respect of the full amount outstanding.
28. If payment in full is not made to the Company when due then the Company may withhold or suspend future or current deliveries of the Products and/or performance of the Services.
29. If any Services are cancelled or the Contract terminated before completion of the Services the Company shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. The Company may invoice the Customer accordingly and such monies shall be immediately due and payable.

CREDIT LIMIT

30. The Company may set a credit limit for the Customer. Changes in the Customer's credit limit will be notified to the Customer from time to time.
31. The Company reserves the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in the Customer exceeding its credit limit or if the credit limit is already exceeded.
32. Until payment is received by the Company the Company may without notice retain possession of any goods, materials or money belonging to the Customer and in the possession of the Company for whatever reason as security for the general balance of account for the time being owing by the Customer and secondly in discharge of the price and interest above referred to notwithstanding any direction by the Customer to the contrary.
33. In the event that the Customer fails to pay the price in accordance with the preceding conditions and the Company has served written notice on the Customer of its intention to sell goods in its possession, the Customer hereby irrevocably authorises the Company to sell any goods in its possession if the amount due is not paid within seven days of such notice and the Customer undertakes to indemnify the Company from and against all costs, claims and demands arising out of such sale. The Customer further authorises the Company to apply the proceeds of sale (subject to deduction of all



expenses of sale) to payment of the outstanding balance of account for the time being owing by the Customer.

SPECIFICATION

34. The quantity, quality, description and/or specification for the Products and/or the Services shall be that set out in the Customer's order (if accepted by the Company) or the Company's quotation (if accepted by the Customer) or unless otherwise agreed in writing by the parties.
35. The Customer is responsible for checking and satisfying itself that any specification given is accurate and adequate for the Products and/or Services.
36. The Company shall have no liability for errors in any specification or details supplied by the Customer.
37. Where specifications and/or drawings for the Products and/or Services are supplied by the Customer then the Customer is solely responsible for their accuracy.
38. Details and/or specifications in brochures and price lists produced by the Company are intended as a guide only and give a general approximation of the Products and/or Services.
39. The Customer agrees to hold harmless and indemnify the Company against all claims, losses, actions, liabilities, costs (including legal costs on a full indemnity basis) and other losses arising out of the Company's use of specifications, details and/or drawings supplied by the Customer.
40. The Customer confirms and agrees that it has not relied upon the details and information contained in the Company's brochure unless it has sought and obtained written confirmation from the Company of their accuracy.
41. The Company reserves the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse affect on the quality and/or performance of the Products and/or the Services.

PROPERTY AND RISK



42. Risk shall pass to the Customer at the time of delivery. Delivery shall be deemed to occur:-
- 42.1 at the time when the Products arrive at the place of delivery if the Company delivers the Products by its own transport or it arranges transport in accordance with a specific contractual obligation; or
- 42.2 when the Products leave the Company's premises.
43. The Company will replace free of charge any Products in which risk has passed to the Customer if they are damaged or lost due to the neglect or default of the Company, its employees or other representative.
44. The Company shall retain title and ownership of the Products until it has received payment in full in cash or cleared funds of all sums due for all Products and/or Services supplied to the Customer by the Company.
45. Until payment in full of the price for all Products supplied to the Customer the Products shall be stored separately from any products or goods belonging to the Customer or any third party and must be clearly marked and identified as being the Company's property.
46. The Goods shall remain the sole and absolute property of the Company as legal and equitable owner (and the Company reserves the right to dispose thereof) until such time as the price of the Goods thereon and of Goods supplied under any other contract, shall have been received by the Company. The said amounts shall not be treated as received until a bank account of the Company has been credited therewith in cleared funds.

DEFAULT

47. If the Customer:-
- 47.1 fails to make any payment to the Company when due; or
- 47.2 breaches the terms of the Contract and, where the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied; or



- 47.3 pledges or charges any Products which remain the property of the Company; or
- 47.4 ceases or threatens to cease to carry on business; or
- 47.5 proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986 or has a Bankruptcy Petition presented against it; or
- 47.6 being a Company, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets; or
- 47.7 takes or suffers similar action in any jurisdiction; or
- 47.8 appears to the Company due to the Customer's credit rating to be financially inadequate to meet its obligations under the Contract; or
- 47.9 appears reasonably to the Company to be about to suffer any of the above events;

then the Company shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 48 below.

- 48. If any of the events set out in clause 47 above occurs in relation to the Customer then:-
 - 48.1 the Company may withhold delivery of any undelivered Products and stop any Products in transit;
 - 48.2 the Company may withhold the performance of any Services and cease any Services in progress;
 - 48.3 the Company may cancel, terminate and/or suspend without liability to the Customer any contract with the Customer; and/or
 - 48.4 all monies owed by the Customer to the Company shall forthwith become due and payable.
- 49. The Company shall have a lien over all property or goods belonging to the Customer which may be in the Company's possession in respect of all sums due from the Customer to the Company.



50. Upon the termination of the Contract for any reason if all monies due to the Company from the Customer have not been paid within 14 days of such termination the Company may sell any property or goods over which it has a lien in accordance with clause 49 above (and the Customer agrees that the Company may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by the Customer to the Company, thirdly in payment of any principal sums owed to the Company and fourthly the Company shall account to the Customer for the remainder (if any).

LIMITATION OF LIABILITY

51. The Company warrants that the Products and/or Services will be free from defects in materials and/or workmanship. Any claim against this warranty shall be brought by the Customer within 60 days of delivery of the Products or (as the case may be) performance of the Services.
52. The above warranty in clause 51 is given by the Company subject to the following conditions:-
- 52.1 the Company shall be under no liability in respect of any defect in the Products and/or Services arising from any drawing, design or specification supplied by the Customer;
- 52.2 the Company shall be under no liability in respect of any faults arising after risk in Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Products and/or Services as appropriate; and/or
- 52.3 the Company shall be under no liability in respect of any faults or defects caused by a wilful damage, abnormal working conditions, failure to follow Company's instructions, misuse, alteration or repair of Products and/or Services without the Company's approval, improper maintenance or negligence on the part of the Customer or a third party.
53. If any Products and/or Services prove to be defective and are covered by the warranty in clause 51 above then the Company shall at its sole option either repair or replace or re-perform such Products and/or Services.



54. Any work carried out by the Company which is not covered by the warranty will be charged for.
55. The Customer agrees that provided the Company complies with clause 53 above the repair and/or replacement shall be the Customers sole remedy in respect of claims under the warranty.
56. The Company agrees that it will repair, replace or re-perform defective Products and/or Services within a reasonable time of being notified by the Customer of the defect.
57. The warranty in clause 51 above will not apply if the Customer has not paid in full for the relevant Products and/or Services on the due date for payment.
58. If the Customer notifies a defect in the Products and/or Services to the Company then:-
 - 58.1 the Company reserves the right to inspect the Products and/or Services; and/or
 - 58.2 to require the Customer to return the defective Products to the Company for inspection at the Customer's cost and if the Products shall prove to be defective then the Company shall reimburse the Customer for the cost of returning the defective Products.
59. All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.
60. The Company shall have no liability to the Customer if the price for the Products and/or the Services has not been paid in full by the due date for payment.
61. The Company shall have no liability to the Customer for defective Products and/or Services, Products not despatched or Products damaged or lost in transit unless the event is notified to the Company within the appropriate time limit set out in the Contract.
62. The Company shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the continued use of defective Products after a



defect has become apparent or suspected or should reasonably have become apparent to the user.

63. The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no liability to the Customer.
64. The Company shall have no liability to the Customer for any consequential, financial, economic or other loss (including loss of profits and/or damage to goodwill).
65. The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
66. The Company's liability to the Customer shall not exceed the Price.
67. Each of the limitations and/or exclusions in the Contract shall be deemed to be repeated and apply separately for each of: (i) liability for breach of contract; (ii) liability in tort (including negligence); and (iii) breach of statutory duty; except this clause which shall apply once only in respect of all the said types of liability.
68. Nothing in the Contract shall exclude or limit the liability of the Company for death or personal injury due to negligence or any liability which is due to fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
69. Nothing in the Contract shall exclude or limit any statutory rights of the Customer which may not be excluded or limited due to the Customer acting as a consumer.
70. The limitations in the Contract are necessary in order to allow the Company to provide the Products and/or the Services at its current prices.
71. If the Customer requires greater protection then the Company will agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the Products and/or Services.

GENERAL



72. The Customer agrees to hold harmless and indemnify the Company against all losses, lost profits, damages, claims, costs (including legal costs on a full indemnity basis), claims, actions and other liabilities arising from or due to any breach of contract, any tortious act or breach of statutory duty by the Customer.
73. The Contract shall be governed by and interpreted in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

DATA PROTECTION

75 Data protection

75.1 The following definitions apply in this clause 75:

- (a) Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
- (b) Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
- (c) Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

75.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 75 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

75.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Company is the Processor. The Company's Data Privacy policy sets out the scope, nature and purpose of processing by the Company,



the duration of the processing and the types of Personal Data and categories of Data Subject. A copy of such policy is available on the Company's website.

75.4 Without prejudice to the generality of clause 75.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company and/or lawful collection of the Personal Data by the Company on behalf of the Customer for the duration and purposes of the Contract.

75.5 Without prejudice to the generality of clause 75.2, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer (including any privacy policy of the Company brought to the attention of the Customer) unless the Company is required by Domestic Law to otherwise process that Personal Data. Where the Company is relying on Domestic Law as the basis for processing Personal Data, the Company shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Company from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);



- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 75 and allow for audits by the Customer or the



Customer's designated auditor and immediately inform the Customer if, in the opinion of the Company, an instruction infringes the Data Protection Legislation.

- 75.6 The Customer consents to the Company appointing any third party processor of Personal Data under the Contract. The Company confirms that it may enter with a third-party processor into a written agreement substantially on that third party's standard terms of business and which the Company confirms will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 75.6.
- 75.7 Either party may, at any time on not less than 30 days' notice, revise this clause 75 by replacing it with any applicable controller to processor standard clauses or similar terms adopted by the Information Commissioner or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

REMO MILLING WARRANTY

76 Remo Milling Warranty

76.1 The following definitions apply in this clause 76:

- (a) Abutment means a connecting element used in implants to attach a prosthesis, crown, bridge, or removable denture to the dental implant fixture.
- (b) Immediate Restoration means a Restoration undertaken without sufficient period being afforded to permit osseointegration.
- (c) Osseointegration means the direct structural and functional connection between living bone and the surface of a load-bearing artificial implant.
- (d) Remo implant-supported products means any Product manufactured by the Company, or any third-party, as incorporates an implant connection into which a customised abutment is (or is to be) attached.



- (e) Prosthesis means a custom-fabricated appliance created specifically to replace missing teeth.
- (f) Restorations means treatments used to restore the function, integrity, and morphology of missing tooth structure resulting from caries or external trauma as well as to the replacement of such structure supported by dental implants

76.2 The Company warrants that any Remo implant-supported product will be free from failure for a period of 20 years from the date of its manufacture. Any claim against this warranty shall be notified in writing by the Customer within 30 days of the occurrence of any alleged failure, accompanied by (1) the failed component, (2) any warranty card supplied by the Company to the Customer at the time of delivery of the Remo implant supported product (3) evidence that the primary cause of the failure is a defect in the Remo implant-supported product and (4) (if appropriate) that the implant manufacturer has refused to honour its warranty owing exclusively to the incorporation in the implant of a Remo implant-supported product. In those circumstances the Company's responsibility will be to reimburse the cost of the implant and prosthesis, and the actual market value of the implant(s) to the Customer's patient or supply a replacement Remo implant-supported product free of charge, but not further or otherwise.

76.3 The above warranty in clause 76.2 is given by the Company subject to the provisions set out in clauses 76.4 to 76.13 (inclusive) and to the following conditions:-

- (a) the Company shall be under no liability in respect of any failure arising from an Immediate Restoration; and/or
- (b) the Company shall be under no liability in respect of any failure arising from the failure of third-party components owing to actual, latent or patent defects in those components; and/or
- (c) the Company shall be under no liability in respect of any faults or defects caused by a accidental damage, intentional alteration by any person other than the Company, wilful damage, abnormal working conditions, failure to follow



Company's instructions, misuse, medical malpractice, alteration or repair of a Remo implant-supported product without the Company's approval, improper maintenance or negligence on the part of the Customer or a third party; and/or

- (d) the Company shall be under no liability in cases of contraindication such as alcoholism, diabetes, smoking or drug addiction; and
- (e) the Company shall have no liability to the Customer for any consequential, financial, economic or other loss (including loss of profits and/or damage to goodwill or laboratory charges, labour costs, clinical or dental treatment or costs relating to prostheses etc).
- (f) the Company shall have no liability to the Customer for failure of any third-party implant due to the implant supported component not being manufactured by the Company (such as a prefabricated connection).
- (g) the Company shall have no liability to the Customer for the cost of any screws and attachments.

76.4 If any Products and/or Services prove to be defective and are covered by the warranty in clause 76.2 above then the Company shall at its sole option either repair or replace or re-perform such Products and/or Services, or provide a cash refund. Any work carried out by the Company which is not covered by the warranty will be charged for.

76.5 The Customer agrees that provided the Company complies with clause 76.2 above the repair and/or replacement shall be the Customers sole remedy in respect of claims under the warranty.

76.6 The warranty in clause 76.2 above will not apply if the Customer has not paid in full for the relevant Products and/or Services on the due date for payment.

76.7 All warranties, terms, conditions and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

76.8 The Company shall have no liability for damage, loss, liability, claims, costs or expenses caused or contributed to by the continued use of defective Products after a



defect has become apparent or suspected or should reasonably have become apparent to the user.

- 76.9 The Customer shall give the Company a reasonable opportunity to remedy any matter for which the Company is liable before the Customer incurs any costs and/or expenses in remedying the matter itself. If the Customer does not do so the Company shall have no liability to the Customer.
- 76.10 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- 76.11 Nothing in the Contract shall exclude or limit the liability of the Company for death or personal injury due to negligence or any liability which is due to fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 76.12 The limitations in the Contract are necessary in order to allow the Company to provide Remo implant-supported products at its current prices.