

GENERAL CONDITIONS OF SALE (CGS) – 2019-07-V.1

1. AGREEMENTS AND PARTIES

1.1 Any individual agreements on specific subjects relative to commercial conditions can be revoked by Axelmed without prior notice and are always subject to the General Condition of Sale (GCS) herewith below.

1.2 The Buyer is intended to be a licensed dental trade company or a Dentist, Dental Clinic, Dentist Associated Group, etc.

1.3 The Manufacturer is AXELMED S.R.L. Via della Liberazione, 58 - 20098 S.Giuliano Milanese (MI) ITALY

2. RELATIONSHIP

2.1 The Buyer buys and sells in his own name and for his own account. The Buyer acts as independent trader and/or user.

2.4 The Buyer, or Official Representative, shall undertake to lodge Applications for an Establishment License, a Medical Device License or any Application for a Medical Device License Amendment with the appropriate authorities. The Manufacturer shall furnish the Buyer with all and any technical information necessary to lodge these applications.

2.5 Distribution records shall be kept by the Buyer for the life-time of the device or five (5) years from shipping whichever is the greater. The Manufacturer shall have access to these records as required. These distribution records must be adequate to permit a complete and rapid withdrawal of devices from the market.

3. TRADEMARK

3.1 The trademarks [AXELMED and PARADIGMA] are registered trademarks, owned and used by the Manufacturer. After termination of this Agreement the Buyer shall immediately cease all use of Manufacturer's name or any of Manufacturer's trademarks in any manner whatsoever.

3.2 The Buyer shall not alter or make any addition to the labeling or packaging of the Products, and shall not alter in any manner packaging or labeling of the Products.

4. DELIVERY PLAN AND ORDER

4.1 The Manufacturer shall use all best efforts to deliver the Products ordered in Buyer's purchase orders within thirty (30) working days after receipt of total payment, unless the pro-forma invoice and/or the order confirmation report a longer time. Delivery time is subject to be delayed by events of force majeure and production anomalies. In case of a delay lower than 90 working days from receipt of payment contract has to be considered valid and fulfilled.

4.2 The Products shall be delivered by the Manufacturer to the Buyer Ex Works. In case shipment is managed by the Manufacturer the insurance will always cover the total amount of the invoice and is at cost of the Buyer. In case shipment is managed by the Buyer all risks are on his behalf (we recommend a all-risk insurance for the total amount of the invoice).

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4.3 For the avoidance of doubt, the Buyer shall be responsible for obtaining any necessary freight insurance (if shipped with Buyer's Agent), import licenses or permissions in relation to the Products and any and all customs duties, clearance charges, taxes, brokers' fees and other amounts which may be payable in connection with the import, purchase and delivery of the Products.

5. LIMITATION OF LIABILITY, WARRANTY and FAILS REPLACEMENT

5.1 The Manufacturer shall in no case have any liability for loss of use and other special, indirect or consequential losses or damages, unless a production defect is evidenced and approved by the Manufacturer.

5.2 Warranty covers all parts that have production defects proven before their use. Damage from improper use or caused by the use of non-original components are not covered by warranty. Any requests for damages can never exceed the average product price.

5.3 Complete data and signature of the Failed Implant Form are mandatory for implant substitution with same model/size. One Form is valid for One implant only. Axelmed policy grants replacement, in case of failed implants, in the maximum limit of 5% to the number of the prosthetic parts purchased.

6. SECRECY

6.1 The Buyer agrees and undertakes that during the term of the business relation with Axelmed and thereafter it shall keep confidential and shall not use for its own purposes all information of a confidential nature (including, without limitation, information relating to business, know-how, processes, product information and trade secrets) which may become known to the Buyer, unless the information is public knowledge.

6.2 Axelmed Information shall be maintained in strictest confidence by the Buyer and shall be treated as Confidential Information. It may only be used for the sole purpose of assisting that other Party in adequately discharging its obligations hereunder. Such Confidential Information shall not be disclosed to any third party, unless with prior written approval from the other Party or unless required by local law. This obligation shall survive the termination of the commercial partnership.

7. TERM AND TERMINATION

7.1 At any time Axelmed shall have the right to terminate any Agreement and/or Contract by giving the Buyer one (1) month written notice.

8. APPLICABLE LAW / AGREEMENT DATE

8.1 Any controversial shall be governed by, and construed in accordance with Italian and EU Laws. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Milan, Italy for determining any dispute, claim or difference concerning this Agreement or any matter arising there from.

8.2 GCS are fully accepted and agreed by the Buyer, Buyer, Dealer, etc. and to be considered confirmed with the submission of each order. The electronic digital transmission of the GCS or its download from the website are legally accepted by the Buyer.