

This is a translation of our terms and conditions for information purposes-

The German version **always remains relevant** for interpretation questions.

General Terms and Conditions B2B

1. Scope of application

The following regulations are applicable for all orders from individuals or legal entities, as well as from other partnerships, that are not consumers, as defined by § 13 BGB.

2. Contractual partners

A contract is concluded with the K Line Europe GmbH, Lilienthalstr. 70, 40474 Dusseldorf (subsequently named 'K LINE').

3. Conclusion of contracts

For the conclusion of the contract the only permitted language is German.

The presentation of particular products in business premises, the online shop and in brochures or catalogues by K LINE does not constitute a legally binding offer. Rather it merely poses a non-binding presentation of the products.

In the preparatory stage of every order it is essential that for the conception of an individual treatment plan which comes along with K Clear Aligners, a cost estimate has to be requested at K Line previously.

For each cost estimate/ quotation, cost of € 35.00 will be charged, which will not be applied to later orders. These lab fees are not part of any international distribution contract.

To submit a quotation, the treating dentist or dental surgeon (referred to collectively as the "client") transmits patient data as well as the patient's bite impressions to K LINE. This transmission represents the offer for the quotation done by K LINE. K LINE can accept this offer without a separate declaration against the applicant (§ 151 BGB).

On the basis of the transmitted data, K LINE prepares a cost estimate by means of a corresponding treatment plan and transmits it to the client. This offer is based on the conclusion of a contract for the preparation of an individual treatment plan, including the case related production of aligner. This offer is binding for K LINE for a period of 40 days starting with the compilation of the cost estimate.

The declaration of acceptance is made either by returning the signed quotation to K Line (email/ fax) or via the online portal for the registered dentists operated by K Line. A declaration of acceptance received by K Line at the end of the above mentioned period may be refused.

Aligners will not be fabricated until doctor approves the treatment setup. Doctor should receive the treatment setup for a case within 3-5 calendar days of case submission and acceptance.

4. Conditions of delivery

The quotation is generally shared with the doctors within 3-5 working days after receiving the complete patient data and dental impressions (STL files), unless K Line does not point to other delivery periods in individual cases. Delivery dates are estimates. K LINE shall not be liable for any damages, losses or expenses incurred by doctor if K LINE fails to meet the estimated delivery dates.

The dispatch of the proposed treatment plan, including the custom-made aligners, which are based on this treatment plan, usually occurs within 15 working days, starting from the conclusion of the corresponding contract (approval of contract on the portal), unless K Line is not pointing out to other delivery periods in individual cases. The delivery costs are shown in the respective quotation.

If a treatment duration of more than four months is suggested in the treatment plan proposition, the mentioned above deadline of delivery only applies to the clear aligners, which are recommended to be used during the first phase of treatment. Further deliveries can only be carried out by K LINE, after receiving new impressions of the patient's teeth, that show the current stage and progress of the treatment. These following deliveries, usually are carried out within 15 working days, free of delivery charges.

A pick-up of the goods by the purchaser is only possible after a previous agreement.

5. Partial delivery

K LINE is entitled to partial deliveries, as far as they are reasonable for the customer.

6. Transfer of risk

With the handover of the shipment to the person carrying out the transport or the shipping company, the risk of accidental perishing or accidental deterioration passes over to the purchaser. In case of delay of the shipment upon the request of the purchaser, the risk of accidental perishing and accidental deterioration passes over to the purchaser with the notice of readiness of the shipment given by K LINE.

7. Payment

The payment of an offer is done by invoice. The amount of invoice has to be paid within 14 days upon receiving the invoice or be done by prepayment. In case of international business, the amount can also be deducted from the credit account the distributor has at K Line.

8. Notification of defects

The customer has to inspect the received goods immediately after receiving them, as far as this is possible after regular business routine and if a defect shows, to notify K Line immediately, latest five working days after receiving the goods.

If the purchaser omits the notification about the deficit, the goods shall be deemed to be approved, unless the defect that was not apparent during the investigation of the goods.

If such a defect appears later, the notice has to be given immediately after the discovery. Otherwise the goods are being treated as accepted, in spite of the existing deficit.

In order to maintain the rights of the purchaser, the dispatch of the notification on time is sufficient.

9. Guarantee of Durability (K CLEAR)

One single aligner is designed for a maximum treatment duration of 14 days. When this treatment duration is exceeded, a wear- induced destruction of the aligner is to be expected.

A guarantee of durability can thereby, when the aligner is used in a treatment situation, only be given for 14 days.

10. Warranty (K CLEAR)

Unless stated otherwise below, the statutory right of deficiency shall apply.

The reduction of limitation

The limitation period for claims or rights due to deficiencies of the treatment plan proposal or the clear aligners –from whatever reason- is one year.

This limitation period also applies to all claim damages towards K Line Europe GmbH, that are related to the defects- irrespective of the statutory source of the claim.

However, the one- year limitation period shall be subject to the following conditions:

A) The limitation period does not apply in the case of intent or in the case of fraudulent concealment of a defect or to the extent that K LINE has assumed a guarantee for the quality of the delivery item.

B) The limitation period does not apply to damages claims

- in case of culpable injury to life, body or health;
- in case of intentional or grossly negligent breach of duty;
- in case of guarantee promise, as agreed;
- in the case of a culpable violation of essential contractual obligations, which does not exist in the delivery of a defective item;
- as far as the scope of the Product Liability Act is in force.

C) The one-year limitation period also applies to the reimbursement of futile expenses.

The limitation period begins with all claims with the delivery.

Unless explicitly stated otherwise, the statutory provisions on the commencement of the limitation period, the expiry of the term, the inhibition and the new beginning of time limits shall remain unaffected.

The foregoing provisions of this clause shall apply mutatis mutandis to claims for damages that are not related to a defect.

A change of the burden of proof to the detriment of the client is not connected with the above regulations.

Two attempts at improvement

If compensation is demanded in the event of a defect instead of performance and the item is to be repaired, a defect of the repair shall be assumed at the earliest after the second attempt. The legal cases of the dispensability of the deadline remain unaffected.

11. Liability

K LINE is unrestrictedly liable in the subsequently mentioned cases for claims for damages that were caused by K LINE, its attorney or its vicarious agent:

- injury of the life, the body or the health;
- intentional or grossly negligent breach of duty;
- fraudulent concealment of a deficit;
- promise of guarantee, as far as agreed upon;
- as far as the scope of the product liability act is in force.

In the event of a breach of essential contractual obligations, whose fulfillment is ensuring the proper execution of the contract and is necessary to which the client may regularly trust on (cardinal obligations) by slight negligence of K Line, its legal representative or its vicarious agents the liability is limited to the amount coinciding with the predictable damage at the conclusion of the contract, which has to be expected usually.

Incidentally, claims for damages are excluded.

A shift of the burden of proof to the disadvantage of the client is not connected to with the above mentioned regulations.

12. Conflicting Terms and Conditions

These terms and conditions apply exclusively. Divergent, conflicting or complementary general terms and conditions of the purchaser, only become an integral part of the contract when and as far as K LINE explicitly agreed to their validity in a written form. This consent requirement applies in any case, for example, even if K LINE accepts its order unconditionally in the knowledge of the general terms and conditions of the customer.

13. Customer Service

The K LINE customer service can be reached during the usual office hours from Monday to Friday, 9:00 a.m. until 5:00 p.m. via the following phone number:

+49 (0)211 / 658 59944

14. Online settlement of disputes

Online-settlement of disputes according to Art. 14 clause 1 ODR-VO: The European Commission offers a platform for the settlement of disputes online, which is available via the following link: <http://ec.europa.eu/consumers/odr/> .

15. Final Regulations

All contracts are exclusively subject to German national law.

As far as legally permissible, exclusively of the registered office of K LINE will be agreed upon as the place of jurisdiction.

In the event that individual provisions of these General Terms and Conditions are or become unenforceable or impracticable in whole or in part, or in the event that these General Terms and Conditions contain unintentional gaps, the validity of the remaining provisions of these General Terms and Conditions shall remain unaffected. The statutory provisions shall apply instead of any ineffective, impracticable or missing provision.