

# GENERAL SALES TERMS AND CONDITIONS

1. The present terms and conditions apply to all undertakings entered into by Dental Labo Vanderbeken.  
They take precedence over all other possible terms and conditions, unless otherwise stipulated in a different written agreement.

The present terms and conditions form also an integral and inseparable part of all purchase orders and/or offers of the invoices on which they are printed. They also apply to all subsequent undertakings and deliveries that may not be accompanied by an purchase order, but form part of an already existing normal client relationship.
2. The estimate and the fees of Dental Labo Vanderbeken are purely theoretical and approximate calculations based on the normal work procedure to be followed and the use of materials.  
The estimate is therefore not an offer and does not create any obligations for Dental Labo Vanderbeken.  
An undertaking on the part of Dental Labo Vanderbeken will only arise after confirmation by an authorised representative.  
By placing a commission or order with Dental Labo Vanderbeken, the purchaser explicitly declares to agree with these general sales terms and conditions, of which he declares to be aware through his order.  
He also declares that he waives his own sales terms and conditions, which could possibly contradict the present terms and conditions.
3. Delivery is made at the seller's premises, unless otherwise agreed in writing.  
Dental Labo Vanderbeken undertakes to respect the agreed or foreseen delivery and execution terms to the extent possible. However, deviations are possible.  
This implies that Dental Labo Vanderbeken is not obliged to pay any compensation whatsoever for delays in the execution of the orders, unless this has been explicitly agreed otherwise in writing.  
Delay in delivery/execution can never be a reason to terminate the agreement.  
A termination or dissolution of the agreement can only be agreed upon in writing.
4. The goods are transported at the expense and risk of the purchaser.  
An administrative fee of € 14 excluding VAT is charged on the sale of spare parts.
5. Dental Labo Vanderbeken works on products supplied by the client. Some deviations from these products cannot be detected by Dental Labo Vanderbeken.  
Therefore, the undertakings of Dental Labo Vanderbeken are merely obligations of means and not obligations of result.

6. A guarantee is given on fracture of new dental products from Dental Labo Vanderbeken, Innodema and Denta Mundi, except in cases of trauma. The following warranty periods apply:
- 2 years: Porcelain veneers  
Composite veneers  
Ceramic facings, inlays, onlays  
Removable acrylic prosthesis  
Acrylic finishing screw-retained bridge  
Frame  
Denta mundi crown and bridge work
  - 3 years: Easy Comfort MRA
  - 5 years: Innodema Lithium Disilicate substructures (excl. facings, inlays, onlays)  
Innodema Lithium Disilicate Full anatomic structures (excl. facings, inlays, onlays)  
Innodema Zirconium substructures  
Innodema Full Zirconium structures  
Celtra Crowns  
Cast metal structures on natural tooth preparations  
Innodema milled metal structures on natural tooth preparations
  - 10 years: Innodema milled bars on implants  
Innodema milled Titanium and CrCo bridges on implants  
Innodema individualised Titanium and CoCr abutments  
Innodema Ti-base  
Innodema Screws

There is no guarantee on repairs, surgical guides, splints, thermoformable plates, orthodontic appliances, composite facings, provisional crown and bridge work and flexible dentures. and on the following zirconium indications: no extensions, no more than 2 intermediate elements.

A guarantee given by external suppliers (CAD-CAM, screws, components, ...) does not entitle the purchaser to have the dental product re-made.

The choice of brands of components and/or materials made by Dental Labo Vanderbeken must be approved by the customer within the framework of a global framework agreement. As a result, Dental Labo Vanderbeken is never responsible for warranty loss at these brand suppliers.

7. Complaints concerning the execution of the orders are only admissible if they are formulated by registered letter within 8 days after receipt of the goods in the case of delivery before invoicing. Hidden defects must be reported within a short period of time, not exceeding 10 days, after their discovery.  
Supplied parts must be checked by the customer upon receipt.  
  
After expiry of this period, complaints can no longer be accepted and the deliveries or the work executed shall be regarded as having been definitively accepted by the purchaser.
8. No consequential damages can be recovered from Dental Labo Vanderbeken.
9. All invoices are payable at the registered office of Dental Labo Vanderbeken within 30 days as from the invoice date.
10. Any amount unpaid on the due date shall, *ipso jure* and without notice of default, incur interest on arrears equal to the legal interest rate plus 1%.  
On the amounts not paid within the legal invoicing periods, a fixed compensation will be due equal to 10% of the invoice amount with a minimum of € 100, without prejudice to the right to prove the real damage suffered and to claim full compensation for it.  
The delivered goods remain the property of Dental Labo Vanderbeken as long as the price (principal amount, costs and interests) has not been paid. Dental Labo Vanderbeken can demand the return of the delivered goods at any time.
11. All agreements with parties established in Belgium [and with parties established in England and Wales] shall always be governed by Belgian law. Any dispute with parties established in Belgium [and with parties established in England and Wales] will be exclusively submitted to the competent court in Bruges.  
  
All agreements with parties established in the Netherlands shall be governed by Dutch law. Any dispute with parties established in the Netherlands will be exclusively submitted to the competent court in Rotterdam.
12. If required, Dental Labo Vanderbeken will lend the customer an outside box, which will in all cases remain the property of Dental Labo Vanderbeken.  
If the outside box has to be removed eventually, costs will be charged which are proportionate to the work and kilometres travelled.
13. Dental Labo Vanderbeken has the right to suspend the execution of the agreement if the other party fails to fulfil its obligation under another agreement. Assignments can therefore be refused if previous invoices remain unpaid.
14. In case of cancellation of an order by the purchaser, the purchaser shall have to pay a lump sum equal to the work already performed.
15. An agreed deviation or the nullity of one of the aforementioned provisions of the general terms and conditions can never result in the remaining general terms and conditions no longer applying. The nullity only affects the article concerned.