

DD: General Terms and Conditions of Sale or Supply

These terms and conditions apply to the sale of goods or the supply of services (as the case may be) to a customer ("You"/"Your"/"Yourself") by any of the companies forming part of the DD Group "We"/"Us"/"Our") together with or as amended or supplemented by any other terms, conditions or policies that may appear on the relevant website be incorporated into an order or be otherwise notified to You at the time at which the contract for the sale or supply is entered into. These terms and conditions apply to the exclusion of any other terms that You seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing. Save as aforesaid, no other terms and conditions shall apply unless expressly agreed upon in writing or, notwithstanding any provision of these terms and conditions or any amendment or supplement to them, are necessarily incorporated by operation of law.

1. Definitions and Interpretation

1.1 In these Terms the following definitions apply:

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- **Consumer:** an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession;
- **Contract:** the agreement between Us and You for the sale or supply of the Goods or Services in accordance with these Terms;
- **Goods:** the goods set out in the Order;
- **Order:** the offer by You to purchase the Goods or Services;
- **Payment Methods:** the methods of payment detailed on our website or in Our catalogue or as We may notify to You in writing from time to time;
- **Price:** the price for the Goods or Services as set out in the Order;
- **Services:** the services set out in the Order;
- **Specification:** any specification for the Goods or Services, including any related plans or drawings, that appears in the description of the Goods or Services on Our website, in our catalogue or, in relation to Services, that is agreed between Us and You, at the time of the Order;
- **Terms:** the terms and conditions set out in this document (as they may be amended or supplemented by Us from time to time);
- **Third Party Suppliers:** means those preferred third party suppliers of Services listed in any Schedule to these Terms and as may be amended [or otherwise notified to You] by Us from time to time;

1.2

The headings in the Terms are for convenience only and shall not affect their interpretation.

1.3

Words imparting the singular meaning shall include the plural meaning and vice-versa.

1.4

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5

A reference to a clause or schedule is a reference to a Clause or Schedule of these Terms unless the context does not so admit.

2. Orders

2.1

In the course of or before placing an Order, You will be required to open a customer account with Us (if You do not already have one) and provide such information or, if an existing account holder, such further information about Yourself as We may reasonably require for the purposes of an Order, the Contract and any statutory or regulatory obligation connected with either. We may require You to provide one or more specific proofs of identity, or further proofs of identity, for certain purposes including the granting of credit terms or the supply of certain categories of Goods. Personal data provided by You to Us will be processed by Us in accordance with our Privacy Policy, the terms of which are set out on our Website, and all applicable data protection laws.

2.2

The Order constitutes an offer by You to purchase the Goods in accordance with these Terms. You are responsible for ensuring that the terms of the Order and any applicable Specification submitted by the You are complete and accurate.

2.3

It is Your responsibility to ensure that Your Order is complete and accurate.

2.4

You will make an Order by telephone, facsimile, post or via Electronic Data Interface, website or email.

2.5

All Orders which are accepted by Us shall be subject to these Terms and no Contract shall be deemed to come into existence until We have accepted Your Order by indicating Our acceptance.

2.6

Subject to Clause 3.18, an Order can only be cancelled at Our discretion. On no account can cancellation be accepted for Goods or Services sourced specially by Us on Your behalf.

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3. Goods

Out of Stock Items

3.1

If an item of Goods is out of stock You will be advised within two (2) Business Days of Our receipt of Your Order. You may be offered an alternative product if one is available or You may cancel Your Order.

Delivery

3.2

In respect of Orders placed before 6.00pm on a Business Day, provided Goods are in stock delivery will normally be made the Business Day after the Order is placed and We will normally despatch Goods by courier or first class post to UK mainland excluding any area separated by water ('UK Mainland') from the mainland (delivery to the Scottish Highlands and Islands may take longer). A carriage charge of £3.95 (inc VAT) will be applied to all orders with a total invoice value lower than £40. If delivery is specifically requested to take place on a Saturday, the carriage charge may attract a premium which will be agreed at the time of Order.

3.3

Freight and insurance for deliveries outside UK Mainland and for deliveries by Our suppliers to You directly, is charged extra at cost. Please contact Our Export Department for a quotation. If the Goods are subject to import duties and/or taxes for overseas orders, these costs will be solely borne by You.

3.4

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We shall use reasonable endeavours to deliver by the date specified but We shall be under no liability whatsoever for delay in delivery or the consequence thereof however caused and You hereby waive irrevocably all Your rights and remedies (if any) in respect of any loss or damage suffered or incurred directly or indirectly as a result of any late delivery of the Goods.

3.5

When Goods are delivered to You, You should carefully check the courier's documentation and/ or the delivery note to ensure that the number of packages due from Us delivered corresponds to the number of packages received from Us as noted on the delivery note. We will not be liable for any non-delivered packages unless such non-delivery has been noted on the courier's documentation (if applicable) and You have notified Us of the same within forty-eight (48) hours of delivery.

3.6

If You believe that there are shortages in the number of Goods contained in the packages or if any damage has occurred to the Goods in transit, You must report these to Us within three working days of receipt of the Goods and this must be confirmed in writing and any damaged Goods returned to Us, within fourteen (14) days of delivery.

Ownership

3.7

Ownership of the Goods delivered or to be delivered by Us will only be transferred to You when We have received full payment in cleared funds all sums owing to Us in respect of the Goods and in respect of any other agreements between You and Us.

3.8

Until full payment is received by Us You must store the Goods in such a way that they are clearly Our property.

3.9

Until ownership has passed to You We retain full legal and beneficial title to the Goods and reserve the right at any time to require You to deliver up the Goods to Us and, if You fail to do so forthwith upon Our request, to enter upon any of Your premises or those of any third party where the Goods are stored and repossess the Goods. You will indemnify Us and hold Us harmless against all and any liabilities costs and expenses owing from or in connection with Us exercising Our rights under this Clause.

3.10

You may be entitled (but only with Our prior written approval) to sell the Goods either in their original state or incorporated into other products acting as Our agents. In these circumstances the title to the Goods shall remain with Us, and You shall remain fully accountable for the proceeds of the sale thereof.

Quality

3.11 We warrant that on delivery the Goods will:

- a. Conform in all material respects with their description
- b. Be free from material defects in design, material and workmanship
- c. Be fit for any purpose held out by Us

3.12 Subject to Clause 3.13, if:

- a. You give notice in writing to Us within five (5) Business Days of discovery that some or all of the Goods do not comply with the warranty set out in Clause 3.11;
- b. We are given a reasonable opportunity of examining such Goods;
- c. You (if asked to do so by Us) returns such Goods to Our place of business or to the manufacturer at Your cost;
- d. Goods which are returned to Us are accompanied by a Returned Goods Form (available from customer services) along with the original invoice/ invoice number We shall, at Our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

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3.13

We shall not be liable for the Goods' failure to comply with the warranty set out in Clause 3.12 in any of the following events:

- a. You make any further use of such Goods after giving notice in accordance with Clause 3.13;
- b. The defect arises because You failed to follow Our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c. The defect arises as a result of Us following any drawing, design or Specification supplied by You;
- d. You alter or repair such Goods without Our written consent;
- e. The defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
- f. The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

3.14

Dimensions and other physical characteristics of the Goods are subject to normal commercial tolerances.

3.15

Without prejudice to your statutory rights if you are a Consumer, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

3.16

These Terms shall apply to any repaired or replacement Goods supplied by Us.

3.17

Except as provided in Clauses 3.11 to 3.16 We shall have no liability to You in respect of the Goods' failure to comply with the warranty set out in Clause 3.11.

Returns

3.18

If You are dealing as a Consumer subject to the exceptions referred to below, You may cancel an order made by You via Our website, mail order, e-mail or telephone at any time within 14 days of receipt of the Goods. You must notify Us either by e-mail to sales@ddgroup.com or by telephone on the number given on Our website "contact us" page. You must return the products (at Your own cost and suitably and securely packaged) in the same condition that they were in when they were despatched to You and We accept no liability for Goods which are lost or damaged in transit from You. The provisions of this Clause 3.18 shall not apply in respect of any Goods which are supplied according to your particular Specification or which are personalised. Collection by Us can be arranged by telephone using the number given on Our website "contact us" page or by e-mail to sales@ddgroup.com. A standard charge of £9.95 per consignment will apply for this service. Goods returned to us must be accompanied by a Returned Goods Form (available from Customer Services). A credit note cannot be issued by Us without the original invoice number.

3.19

Subject to clause 3.20 to 3.26, We will give credit of a sum equal to the price paid by You for the Goods for:

- a. At our sole discretion items returned to and received by Us in a re-saleable condition provided they are received within 5 days of the invoice date
- b. UnoDent items (not including equipment and Ultrasonic inserts) sent on a 'No Quibble' trial basis and returned within (twenty-eight) 28 days of the invoice date
- c. Any item received is damaged provided We are notified and the item is returned in accordance with Clause 3.6.

3.20

Subject to Clause 3.18 Goods which are specially sourced by Us for You or sterile/pharmaceutical Goods which are sealed cannot be returned if the seal is broken or damaged unless:

- a. Incorrect goods have been delivered (subject to Clause 3.5)
- b. such products are returned in response to a product or batch recall; or
- c. such products are damaged or faulty.

3.21

Subject to clause 3.18 Goods which are required by the manufacturer to be transported and stored at 2-80C cannot be returned unless:

- a. Incorrect goods have been delivered (subject to Clause 3.5);
- b. such products are returned in response to a product or batch recall; or
- c. such products are damaged or faulty.

Any Goods which are required by the manufacturer to be transported and stored at 2-80C must be returned to us within twenty-four (24) hours of delivery.

3.22

Non-defective medicinal products which have left Our premises can only be returned if all of the following criteria are met by You to our sole satisfaction:

- a. the medicinal products are in their unopened and undamaged secondary packaging and are in good condition;
- b. the medicinal products have not expired and have not been recalled;
- c. You can demonstrate that the medicinal products have been transported, stored and handled in compliance with their specific storage requirements; and
- d. the batch number for products bearing the safety features is known, and that there is no reason to believe that the product has been falsified.

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3.23 The following provisions apply in respect of returned Goods:

- a. Goods returned to Us must be accompanied by a Returned Goods Form (available from customer services) and must include the original invoice or invoice number or a credit note will not be issued;
- b. You (if asked to do so by Us) return such Goods to the manufacturer;
- c. Any returned Goods must be packed in a cardboard box with adequate packaging to protect the Goods during transit and suitably labelled with Our (or where 3.24b. applies the manufacturer's) name and address. Unpacked goods should not be handed to the carrier's driver;
- d. You must not under any circumstance send Us any item which is contaminated. We reserve the right to refuse to handle any items which do not have a completed Decontamination Certificate;
- e. Any equipment item (including handpieces) can **only** be returned for credit if unused, complete and in the original packaging;
- f. Any returned item lost, damaged or defaced in transit to Us will not be credited.

3.24

If You have not received an acknowledgement or credit note from Us within fourteen (14) days You should notify Us.

3.25

If, at Our sole discretion and with no obligation on Us to do so, we agree to the return of saleable Goods to Us after twenty-eight (28) days from the invoice date, We reserve the right to levy a handling charge normally of, but not limited to, 25% of the invoice value for such Goods.

3.26

We reserve the right to charge carriage on returns where collection is arranged by Us.

4. Services

4.1

Subject to the further provisions of this Clause 4, with effect from the date stated in the Order, or such other date as We and You may subsequently agree, We will supply the Services to You in accordance with the Specification in all material respects.

4.2

We warrant that the Services in the Order will be provided using reasonable skill and care. If Our ability to perform the Services is prevented or delayed by any failure by You to fulfil any obligation listed in clause 4.1 ("Your Default") We:

- a. will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve Us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services and in certain circumstances Your Default may entitle Us to terminate the Contract under Clause 4.3;
- b. will not be responsible for any costs or losses You sustain or incur arising directly or indirectly from prevention of or delay to the performance of the Services; and
- c. will be entitled to be reimbursed by You on written demand for any costs or losses We sustain or incur arising directly or indirectly from Your Default.

4.3

We reserve the right to amend the Specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services and We will notify You in advance of any such event.

Without limiting any of Our other rights, We may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to You if:

- (a) You commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within fourteen (14) days of You being notified by Us in writing to do so;
- (b) You fail to pay any amount due under the Contract on the due date for payment;
- (c) You take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with Your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of Your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your business; or
- (e) Your financial position deteriorates to such an extent that in Our opinion Your capability to adequately fulfil Your obligations under the Contract has been placed in jeopardy.

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4.4

We will use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates are estimates only and failure to perform the Services by such dates will not give You the right to terminate the Contract.

On termination of the Contract You must return all of Our Materials and any deliverables specified in the Order which have not been fully paid for. If You fail to do so, then We may enter Your premises and take possession of them. Until they have been returned, You will be solely responsible for their safe keeping and must not use them for any purpose unconnected with the Contract.

4.5

Termination of the Contract will not affect Your or Our rights and remedies that have accrued as at termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

It is a condition of Our provision of the Services that You:

- a. co-operate with us in all matters relating to the Services;
- b. provide Us, Our employees, agents, consultants and subcontractors, with access to Your premises, office accommodation and other facilities as We may reasonably require;
- c. provide Us with such information and materials We may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- d. prepare Your premises for the supply of the Services;
- e. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- f. comply with all applicable laws, including health and safety laws;
- g. keep all of Our materials, equipment, documents and other property ("Our Materials") at Your premises in safe custody at Your own risk, maintain Our Materials in good condition until returned to Us, and not dispose of or use Our Materials other than in accordance with Our written instructions or authorisation.

5. Prices and payment

5.1

In consideration of Us providing the Goods or Services you must pay the Price in accordance with this Clause 5.

5.2

All prices are quoted in pounds Sterling unless We have specified Euros or such other currency as We may identify.

5.3

Prices quoted are exclusive of VAT and are current at the time of publishing. In respect of Goods and Services to which it applies, VAT will be added to the Order at the prevailing applicable rate.

5.4

While every endeavour will be made to maintain published Prices, We reserve the right to effect changes without prior notice (including, but not limited to, as a result of exchange rate variations or changes in any applicable import duties). This applies, in particular, if Goods are specially sourced for You by Us and are not dispatched directly by Us (delivery charges will be invoiced to You by Us in this instance). Prices must be confirmed by You at the time an Order is placed.

5.5

We occasionally issue promotional flyers. Any prices quoted are valid until the promotion date advertised (subject to availability). After expiry of the date advertised, or (if earlier) until the maximum availability in respect of the Goods or Services advertised has been reached, then future availability will be as advertised in the current catalogue or on Our website (subject to Clause 5.4).

5.6

You shall make payment using one of the Payment Methods. Payments made using any method of payment other than a Payment Method shall not be accepted unless We have given prior approval for such alternative method of payment in writing. Cash will never be accepted.

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5.7

Where you have a credit account with Us, You shall pay the invoice in full and clear funds on or before the twenty-first (21st) day of the month following the invoice date ("Due Date").

5.8

If You fail to make any payment on the Due Date We have the right to charge interest on all outstanding balances calculated on a daily basis at the rate of 2% per annum above the current base lending rate of Barclays Bank Plc (both up to and after the date of any judgement until such time as payment is received). If You fail to make payment on the Due Date any discount applied to the price of the Order will not apply and We reserve the right to claim from You the full price of the Order (without such discount) at the date of the invoice.

5.9

If any sum of money is due from You, the same may be deducted from any sum then due or which at any time becomes due to You under the Contract or any other agreement between Us and You.

5.10

We reserve the right to charge an administration fee (at a minimum of £25 per transaction) in the event that unrepresented payments are received from You.

5.11

We reserve the right at any time to correct clerical omissions and errors.

6. Intellectual Property

6.1

Goods and material contained in Our website and Our catalogue may be the subject of patents, copyright, design, trade mark or other intellectual property rights belonging to Us and/or to third parties. We do not grant nor purport to grant to You any licence, permission or authority in respect of such rights and You acknowledge and agree to satisfy Yourself in respect of such matters. We accept no liability for Your infringement of any third party rights.

6.2

Reproduction in part or whole of Our catalogue or Our Website or of any of Our intellectual property rights without Our prior written consent is strictly prohibited.

6.3

All intellectual property rights in or arising out of or in connection with Services (other than intellectual property rights in any materials provided by You) will be owned by Us.

7. Limitation of Liability

7.1

Subject to clause 7.4 below and as otherwise expressly provided in the Contract, all warranties, conditions or other terms whether express or implied by statute or common law or otherwise in are excluded or limited to the fullest extent permitted by law. In particular other than as expressly provided in the Contract We make no representation or warranty in relation to the Services or that the Goods are either of satisfactory or merchantable quality or fit for any purpose or that they conform to any description. You acknowledge and agree that You have relied upon Your own skill and judgement in selecting the Goods.

7.2

Subject to clause 7.5 We shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of: a. indirect or consequential loss, damages, costs or expenses including but not limited to costs of removal and re-installation of Goods; b. loss of goodwill; c. loss of business; d. loss of profits; or e. loss of use

7.3

Subject to clause 7.5 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price paid for the Goods or the Services.

7.4

Clauses 7.1 and 7.2 do not apply where You deal as a Consumer to the extent that such exclusions or limitations are not permitted by law.

7.5

Nothing in these Terms shall limit Our liability in respect of death or personal injury caused by Our own negligence, fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful for Us to exclude or restrict liability.

8. General

8.1

We reserve the right to discontinue any product or service, or make design changes to product or service specifications, or use different suppliers or manufacturers to those stated in Our catalogue or on Our website, without prior notice, as part of Our continuous process of product and service improvement, to improve product availability or if required to by any applicable statutory or regulatory requirements. The information contained in Our catalogue or on Our website is correct to the best of Our knowledge at time of going to press. All images are used in Our catalogue and on Our website are for illustration purposes only.

8.2

We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights or obligations under the Contract.

8.3

We operate a Quality Management System in accordance with BSENISO 9001:2000, BSENISO 14971:2001, MDD 93/42/EEC Annex V, ISO13485:2003, BSEN 1639:2004 and MDD 92/42/ EEC. This incorporates a Batch/Lot Control System for traceability of all medical devices and equipment dispatched by Us. We would advise You to retain information supplied by Us in respect of the Goods including Batch/Lot No. and expiry dates.

8.4

If any provision of the Contract is held by any competent authority to be invalid, illegal or unenforceable in whole or part it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

8.5

We shall not be liable to You for any delay or failure to perform any of Our obligations in the Contract which is due to causes or circumstances beyond Our reasonable control, including (without limitation) acts of civil or military authority, national emergencies, fire or flood, acts of God, war or riots, actions or omissions of third parties. In such circumstances and subject to any statutory rights You may have if dealing as a Consumer, We shall be entitled to a reasonable extension of the time for performing such obligations.

8.6

The Contract is the complete and exclusive statement of the contractual relationship between the parties, which supersedes all prior proposals, understandings, agreements, or representations between the parties relating to this Contract except in respect of any fraudulent misrepresentation made by either party.

8.7

We reserve the right to randomly monitor and record Our inbound and outbound calls.

8.8

A person who is not party to the Contract shall not have any rights to enforce its terms.

8.9

No delay, neglect or forbearance on Our part in enforcing Our rights against You shall be construed as a waiver or in any way prejudice any of Our rights hereunder.

8.11

Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by Us.

8.12

The Contract shall be governed by and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction in connection with any dispute arising out of or in connection with it and to which jurisdiction We and You irrevocably submit.