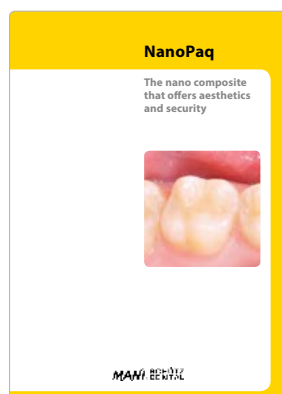
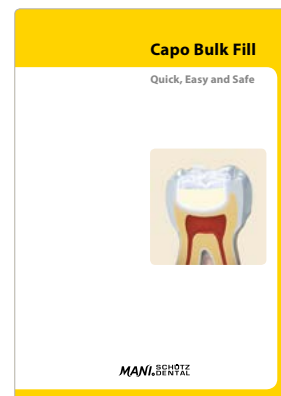
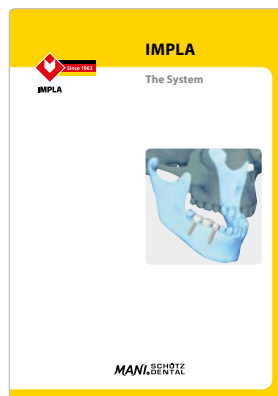
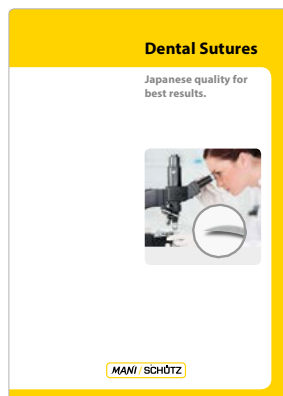
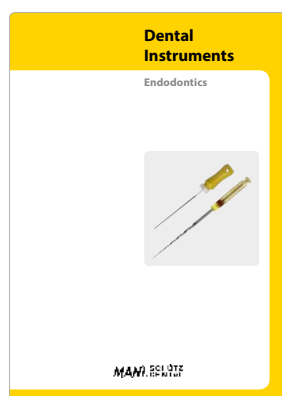


Dentistry Materials

Analog meets Digital



Order our special brochures now!



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Dear Partners,

Perhaps you noticed our new name „MANI SCHÜTZ“ and you asked yourself „What does this merger mean for me?“

Previously, Schütz offered the typical advantages of a medium-sized enterprise: We still have to make an effort to convince you. Accordingly, you will find us extremely flexible. We plan on maintaining this flexibility and customer focus.

In addition, we can now provide you with the advantages of the MANI corporate group. MANI is not only one of the global market leaders in dentistry, but also in micro surgery and eye surgery. This merger strengthens us financially, giving us more room for innovation. In addition to our development section in Germany, we have a strong research division in Japan. MANI brings you and us many new products that will help us to become even more successful together.

We are pleased that we will be able to offer you even more possibilities in the future!

Warmest regards,

Wolf Zientz
Managing Director





Fixing Materials

Sebond Universal Primer

For restorations

Sebond Universal is a single-component universal primer for strong adhesive bonding between luting materials such as Alphalink Cem and indirect restorations made from lithium disilicate glass ceramic, zirconium dioxide, precious metals, non-precious metals, titanium, Zirconia reinforced composite, composites. Its combination of three different methacrylates, silane methacrylate, phosphoric acid methacrylate and a sulfide methacrylate ensures strong and longlasting adhesion on the indirect restoration materials.

Your advantages:

- Universally applicable: just one primer for almost all dental restoration materials
- Extremely economical: One thin film is enough
- Easy to handle
- Long-lasting, secure adhesion
- Economic dispensing option
- Does not contain Bis-GMA, TEGDMA or HEMA
- No light polymerization required
- Low-viscosity material ensures efficient, rapid application
- Conveniently storable at room temperature (refrigeration not required)
- No additional equipment needed



art. no.	content
644093	Sebond Universal Primer, 5 ml

Sebond Implant & Alphaslink Implant

For restorations

This system was specially developed for bonding titanium abutments to individualized zirconium dioxide abutments and supra-constructions. It fixes supra-constructions safely on individual abutments.

Your advantages:

- Specially developed for bonding with a high level of safety
- The system adapts to the user
 - intraoral use = quick curing
 - use on a model = longer working range
- Excellent adhesion
- Long-term adhesion because of a specially adapted formula
- Precise, time-saving
- Because of the pasty consistency, superfluent material can easily be removed.

Bonds to:

Zirconium dioxide, precious metals, non-precious metals, titanium, ceramics



art. no.	content
640076	Alphaslink Implant 8 g automix cartridge, 10 x mixing tips
640075	Sebond Implant 1 x 5 ml

E-module: 7.085 MPa *Vickers hardness:* 320 MPa
Bending strength: 107 MPa *Compressive strength:* 229 MPa

Alphaslink Cem

For natural teeth

Alphaslink Cem is a dual-curing fixing composite for natural teeth. It was specially developed for the adhesive fixation of indirect restorations such as veneers, inlays, onlays, crowns and bridges. The material bonds restorations made of glass ceramics, zirconium dioxide, composite, Zirconia reinforced composite, precious metals, non-precious metals and titanium. Alphaslink Cem is also suited to the adhesive fixation of root pins and for building up stumps (as core build up material).

Your advantages:

- Outstanding bending strength
- Excellent radiopacity (210 % Al)
- Very high compressive strength of 290 MPa
- Abrasion-resistant
- High viscosity
- Automix cartridge for easy handling
- Transparent mixing tips
- Superior biocompatibility, due to being free of Bis-GMA
- Great physical properties ensure long-term stability
- Cures safely, (self-curing)
- Available in three different colors, thus highly aesthetic



E-module: 12.039 MPa
Bending strength: 118 MPa
Vickers hardness: 549 MPa

	ambient temperature ca. 21 °C (ca. 69 °F)	intraoral 37 °C (98.6 °F)
curing time incl. working range	ca. 6 min.	2–3 min.

art. no.	content
639012	A2 8 g automix cartridge
639013	A3 8 g automix cartridge
639014	semi-transparent 8 g automix cartridge

Capo Etch

For natural teeth

Safe and easy etching of dentin and enamel. High stability and excellent contrast to the natural tooth ensure fast and safe application. Of course, the material can be combined with Capo Universal (page 7) and Capo Bulk Fill (page 9).



art. no.	content
234013	Capo Etch Set 2 x 2 ml gel (37 %)

Your advantages:

- Excellent visual control because of the red coloring
- Highly stable during application, stays in place
- Thanks to the curved application tips, the material is easy to apply even in hard to reach places.

Capo Bond & Capo Bond Activator

For natural teeth



art. no.	content
234014	Set 5 ml Capo Bond, 1 x brush holder, 50 x disposable dental brush, 2 mixing plates
234401	Capo Bond 5 ml
234402	Capo Bond Activator 5 ml

Multifunctional, light-curing, one component ethanol-based adhesive system. Outstanding bond strength for dentin and enamel. Turn your Capo Bond adhesive system into a dual-curing adhesive system with Capo Bond Activator. This makes this system ideal in cases where light-curing is difficult and for hard to reach places.

Your advantages:

- Permanently high bending strength on etched dentin and etched enamel (30 MPa)
- Dual-curing when combined with Capo Bond Activator
- Superior biocompatibility
- Compatible with all conventional light-curing composite brands
- Excellent safety due to long-term clinical experience

Composites

Capo Universal & Capo Natural

Capo Universal and Capo Natural are light-curing composites for the adhesive filling technique which are polishable to a high shine. They contain an ultra-fine, radiopaque glass filler. Thanks to this glass filler, the resulting restorations are highly homogenous with an optimally adapted shade of the filling, thanks to the "chameleon effect".

Your advantages:

- Superior abrasion resistance combined with being antagonist-friendly
- Brilliant colors and color stability
- Compatible with most etching and bonding systems
- Ideally suited to the minimally invasive filling technique
- Easy handling and easy to polish
- Outstanding physical properties

E-module: 11.173 MPa *Vickers hardness:* 784 MPa
Bending strength: 157 MPa *Compressive strength:* 502 MPa



art. no.	content
232054	Capo Universal 6 g syringe
232055	Capo Natural Set, 6 syringes (A2/A3/A3,5/B2/IM/Occ)
Capo Natural, 4 g syringes	
232040	A1
232041	A2
232042	A3
232043	A3,5
232044	A4
232049	Incisal medium
232050	Incisal clear
232051	Incisal white
232052	Bleach 1
232053	Bleach 2
232045	B2
232046	B3
232047	C2
232048	C3

Capo Flow

Flowable micro-hybrid dental filling composite for cavity linings, for filling small defects and for fissure sealing.

Your advantages:

- Low shrinkage
- Easy handling
- Excellent stability

E-module: 6.998 MPa *Vickers hardness:* 374 MPa
Bending strength: 134 MPa *Compressive strength:* 403 MPa

art. no.	content
234012	Capo Flow Set, 6 syringes (A2/A3/A3,5/A4/B3/C3)
234301	A1 Capo Flow 2 g syringe
234302	A2 Capo Flow 2 g syringe
234303	A3 Capo Flow 2 g syringe
234304	A3,5 Capo Flow 2 g syringe
234305	A4 Capo Flow 2 g syringe
234307	B2 Capo Flow 2 g syringe
234308	B3 Capo Flow 2 g syringe
234312	C3 Capo Flow 2 g syringe

NanoPaq

NanoPaq is a light-curing nano composite for adhesive filling therapy with an ultrafine glass filler. Because of the ultrafine filler the results are very homogenous restorations. The specifically adjusted "chameleon effect" will help you obtain an optimal color adaptation of the filling. What's more, the fillings are easy to check because of the product's high radiopacity. All these facts make NanoPaq an excellent choice for your anterior and posterior restorations in all Black's classes.

Your advantages:

- Extremely low shrinkage
- Easy handling
- Outstanding physical properties
- Very high compressive strength of 400 MPa
- Superior abrasion resistance combined with being antagonist-friendly
- Brilliant colors and color stability (liquid absorption 13.4 µg/mm²)
- Reduced sensitivity to ambient light
- Compatible with most etching and bonding systems
- Ideally suited to the minimally invasive filling technique
- Easy to polish



color	art. no. 4 g syringe	art. no. 20 x 0,3 g compules
Set (A2/A3/A3,5/A4)	234500	
A1	234510	232142
A2	234511	232143
A3	234512	232144
A3,5	234513	232145
A4	234514	232146
B1	234515	
B2	234516	232147
B3	234517	
OD A2	234530	
OD B2	234533	
IW	234540	
InTr	234545	
C2	234546	
IR	234547	
InU	234548	
InBl	234550	
D3	234552	

E-module: 15.127 MPa Compressive strength: 400 MPa
 Bending strength: 140 MPa Volume shrinkage: 2,3 %
 Vickers hardness: 1.010 MPa

Dispenser for compules

Do you like using compules? Order the MANI SCHÜTZ Dispenser now to work even more efficiently!

Your advantages:

- Sterilization in an autoclave at temperatures up to 140 °C (284 °F)
- Smooth surfaces without sharp edges or seams for safe handling
- Charged from above for easier placement and fixation of the compules
- Receptacle offers enough space and a tight hold for all conventional compule types



art. no.	content
220902	1 Dispenser

Capo Slow Flow

Capo Slow Flow is a light-curing composite for sealing fissures and for fillings after cervical caries in anterior and posterior teeth. This composite combines the easy handling of a flowable composite with the extraordinary physical properties of a paste.

Your advantages:

- Biocompatible: 100 % free of Bis-GMA
- Extraordinary physical properties
- No additional layers necessary to cover the cavity = time-saving
- Excellent radiopacity (210 % Al)
- Compatible with most etching and bonding systems
- Chameleon effect = natural appearance
- Minimal shrinkage = very safe handling

Farbe	art. no. 2 g syringe*	art. no. 15 x 0,25 g compules
A1	232061	232112
A2	232062	232113
A3	232063	232114
A3,5	232064	
B1	232065	
B2	232066	
B3	232067	
Klar	232068	232115

*incl. 10 application tips

E-module: 12.316 MPa Vickers hardness: 794 MPa
 Bending strength: 144 MPa Compressive strength: 431 MPa

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Capo Bulk Fill

Capo Bulk Fill is a light-curing posterior tooth composite for the direct filling therapy and for restorations using the Bulk Fill-technique. This simple and quick technique is suitable for layers with a thickness of up to 4 mm. This highly viscous material adapts very well to the bottom and walls of the cavity.

Your advantages:

- Quick and easy to work with, for a layer thickness of up to 4 mm
- Extraordinary physical properties
- Minimal shrinkage = very safe handling
- No additional layers necessary to cover class I cavities = time-saving
- Excellent radiopacity (210 % Al)
- Compatible with most etching and bonding systems
- Biocompatible: 100 % free of Bisphenol A, HEMA, Bis-GMA and TEGDMA
- Universal dentin color = natural appearance
- Easy to polish

E-module: 11.090 MPa
 Bending strength: 134 MPa
 Vickers hardness: 737 MPa
 Compressive strength: 381 MPa
 Volume shrinkage: 2,8 %
 Radiopacity: 210 % Al
 Filler content: 77 % Gew.

color	art. no. 2 g syringe*	art. no. 15 x 0,25 g compules
uni	232060	232111

*incl. 10 application tips





Rotating instruments

Diamond and Carbide burs









All MANI burs stand for extraordinary quality standards and safety. With our MANI diamond burs in different grits, you are prepared to tackle almost any job. Their excellent cutting ability and long tool life will convince you! Benefit from a better cost efficiency.









What's more, the cutting ability of our MANI hard-metal burs is enhanced even more by the great number of cutting edges. An outstanding corrosion resistance and a long service-life complete the picture of our top class burs.









MANI Dia-Burs®

Diameter of Friction grip shank: ø 1.6 mm

* 450 = 450,000 min⁻¹ 300 = 300,000 min⁻¹ 160 = 160,000 min⁻¹

description	BC-43	BR-31	BR-41	BR-45	BR-46	EX-21	EX-31	EX-41
picture	 450*	 450*	 450*	 450*	 450*	 300*	 300*	 300*
property	standard	standard	standard	standard	standard	standard	standard	standard
working length	2.5 mm	1.5 mm	1.2 mm	0.9 mm	1.1 mm	5.0 mm	4.1 mm	2.9 mm
ISO no.	002/012	001/018	001/014	001/010	001/012	237/021	234/014	237/010
art. no.	720027	720028	720029	720030	720031	720032	720033	720034

description	FO-25	SF-11	SF-13	SF-41	SO-20	SO-21	TC-11	TC-21
picture	 160*	 450*	 450*	 300*	 300*	 300*	 300*	 300*
property	standard	standard	standard	standard	standard	standard	standard	standard
working length	5.0 mm	8.0 mm	8.0 mm	4.1 mm	6.0 mm	8.0 mm	10.0 mm	8.0 mm
ISO no.	257/028	111/012	111/016	109/010	288/012	289/014	160/016	160/014
art. no.	720026	720021	720022	720023	720024	720025	720011	720012

description	TF-11	TF-12	TF-13	TR-11	TR-12	TR-13	TR-21	TR-26
picture	 300*	 300*	 300*	 300*	 300*	 300*	 450*	 300*
property	standard	standard	standard	standard	standard	standard	standard	standard
working length	10.0 mm	10.0 mm	10.0 mm	10.0 mm	10.0 mm	9.1 mm	7.0 mm	9.0 mm
ISO no.	173/014	173/016	173/018	199/016	199/016	198/018	197/016	199/018
art. no.	720013	720014	720015	720016	720017	720018	720019	720020

*5 pcs. per package.

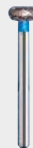






Pictures may vary from actual product.








MANI SCHÜTZ

MANI Dia-Burs®

Diameter of Friction grip shank: ø 1.6 mm

* 450 = 450,000 min⁻¹ 300 = 300,000 min⁻¹ 160 = 160,000 min⁻¹

description	WR-13	CD-59F	EX-21F	FO-21F	FO-30F	TC-21F	TR-26F
picture	 160*	 300*	 300*	 300*	 300*	 300*	 300*
property	standard	fine	fine	fine	fine	fine	fine
working length	1.8 mm	6.8 mm	5.0 mm	7.0 mm	3.2 mm	8.0 mm	9.0 mm
ISO no.	068/042	171/013	237/020	298/013	254/015	160/013	199/017
art. no.	720035	720010	720009	720007	720008	720005	720006

description	BR-40EF	EX-21EF	FO-21EF	TR-26EF	EX26SC	TF22SC	TR13SC
picture	 160*	 300*	 300*	 300*	 160*	 300*	 300*
property	extra fine	extra fine	extra fine	extra fine	extra coarse	extra coarse	extra coarse
working length	4,3 mm	5,0 mm	7,0 mm	6,0 mm	5,1 mm	5,5 mm	9,2 mm
ISO no.	243/009	237/019	298/012	248/009	237/034	170/023	198/020
art. no.	720003	720004	720002	720001	760038	760036	760037

*5 pcs. per package.









Your advantages:






- Different shapes for an optimal adaptation to any case
- ISO standard color coding for easy handling
- Easier and safer preparation due to extreme hardness
- All burs are produced with very strict quality control which provides highest quality and safety

MANI Carbide-Burs

Diameter of Friction grip shank: \varnothing 1.6 mm

* 450 = 450,000 min⁻¹ 300 = 300,000 min⁻¹ 160 = 160,000 min⁻¹

description	169L	701L	245	246	330	1157	1159	1557
picture	 300*	 200*	 300*	 300*	 300*	 300*	 200*	 300*
property	taper flat end (plain)	taper flat end (crosscut)	pear (plain)	pear (plain)	pear (plain)	zylinder round end (plain)	zylinder round end (plain)	zylinder round end (crosscut)
working length	5.0 mm	7.0 mm	6.8 mm	3.0 mm	4.0 mm	4.0 mm	4.0 mm	4.0 mm
ISO no.	171/009	171/012	171/013	237/009	234/011	137/010	137/014	137/010
art. no.	721000	721001	721003	721004	721002	721005	721006	721007

description	1558	1970	1958	M21DC	M23DC	M15ZB
picture	 200*	 300*	 200*	 300*	 200*	 150*
property	zylinder round end (crosscut)	removal (crosscut)	removal (crosscut)	special shape	special shape	special shape
working length	4.0 mm	4.0 mm	4.0 mm	4.0 mm	4.0 mm	11.0 mm
ISO no.	137/012	194/010	137/012	137/010	168/012	199/015
art. no.	721012	721013	721011	721008	721009	721010

*3 pcs. per package.

Your advantages:

- By integration of the shaft and a continuous slot, MANI hard-metal burs minimize the number of bur fractures
- The design of the slot with sharp cutting edges creates quick and smooth cutting results for a long time
- Outstanding cutting ability due to the great number of edges.
- Long tool-life
- Reduced stress on ball-bearings
- The hard metal is corrosion-resistant and withstands almost all types of sterilization
- All burs are produced with strict quality control



Bleach'n Smile

Bleach'n Smile Office Bleaching

Indication:

- Medical tooth bleaching for application in dental practices
- In-office bleaching of devital teeth or teeth discolored by disease or injury

Your advantages:

- Ideal, stable consistency
- Easy and quick application with the automix system
- Fast in-depth effect (35 % hydrogen peroxide in mixed product)
- Gentle on natural teeth (pH-neutral)
- Safe storage (no separation of the mixture, no formation of bubbles with the safety clip)
- Dependable



art. no.	content
237050	Bleach'n Smile Automix Set: bleaching gel and activator in a 4:1 automix cartridge (5 g cartridge)
237051	Refill Set: 5 x 5 g bleaching gel cartridges with 35 % hydrogen peroxide

Bleach'n Smile Dental Dam

Indication:

- Covering and protecting the gingiva

Your advantages:

- Good adhesion to the gingiva
- Only minor heat development
- Easy application
- Light-curing
- Sharp color contrast to the gingiva
- Takes less time than a rubber dam
- Excellent stability during application



art. no.	content
237020	4 x 1.5 g syringe

Bleach'n Smile Dental Care

Indication:

- Remineralization and desensitization of hypersensitive teeth
- Remineralization and desensitization of teeth after bleaching

Your advantages:

- Active protection from caries with xylitol
- Very effective due to a very special formula
- Pleasant taste



art. no.	content
237052	After Bleaching Care 5 x 2 ml syringe

Bleach'n Smile Home Bleaching

Indication:

- Medical tooth bleaching
- Bleaching of devital teeth or teeth discolored by disease using a dental tray

Your advantages:

- Highly efficient
- Easy to use
- Safe application

art. no.	content
237035	18 % Starter-Set peppermint flavor: 12 x 1.3 g bleaching gel, 1 x blocking out resin, 2 x deep drawing foil, 1 x bag, 1 x storage container
237031	18 % Starter-Set cherry flavor: 12 x 1.3 g bleaching gel, 1 x blocking out resin, 2 x deep drawing foil, 1 x bag, 1 x storage container
237037	18 % Refill-Set peppermint flavor: 12 x 1.3 g bleaching gel



Temporary Crown and Bridge Materials

Temdent Classic

Temdent Classic is a PMMA-based material for temporary crowns and bridges. Due to its excellent physical properties, the material is also suitable for wide-span constructions. Temdent Classic is auto-polymerizing with only 0.8 % residual monomer.



Your advantages:

- Quick, easy and safe application
- Short curing time
- The colors can be intermixed for individualization
- Easy removal from the prepared tooth because of the elastic phase
- Extreme fracture resistance makes the material well-suited to wide-span constructions
- Outstanding color stability

art. no.	content
220010	Set: 100 ml liquid, 100 g powder light, 100 g powder dark
220021	100 g powder light
220022	100 g powder dark
220020	100 ml liquid

E-module: 2.300 MPa *Vickers hardness:* 140 MPa
Bending strength: 90 MPa

Relining Material

Flexor CC

Flexor CC is a permanently soft self-mixing direct relining material. The material is cold-curing and fulfills all requirements for improving the wearing comfort of the denture. It is based on addition-bonded A-silicones in an automix cartridge.

Your advantages:

- Stays permanently soft
- Outstanding adhesive bond between denture and relining
- Biocompatible (without methacrylates)
- Color-stable
- Suitable for all PMMA-based dentures
- Easy and quick application for direct and indirect relinings

art. no.	content
250030	Set 1x silicone cartridge 50 ml 1x primer 4 ml 1x glaze varnish catalyst 5 ml 1x glaze base 5 ml 1x Flexor polisher 10 x brush red (75 mm) 10 x mixing tips 1 x mixing block, two-fold
250031	50 g cartridge
250032	Primer 4 ml
250037	Glaze varnish base 5 ml
250038	Glaze varnish catalyst 5 ml

Adhesive bond to denture material: 2.2 MPa
Tensile strength: 3.9 MPa
Shore-A hardness: 35



Ceramic Repair System

ReVeneer

In most cases, the ReVeneer Repair Set saves you from having to replace crowns or bridges. This gives you security. Aesthetically pleasing, intraoral, long-lasting, safe and acid-free.

Your advantages:

- No acid-etching (neither hydrofluoric acid nor phosphoric acid)
- This makes intraoral application possible
- Outstanding adhesive bond
- Little time required
- Universal use
- Precise application because of ReVeneer Base's green color.
- The change in color from green to clear makes the curing process visible and verifiable.

art. no.	content
232200	ReVeneer Repair Set: 1 syringe (1 g) ReVeneer Base, 1 bottle (3 ml) ReVeneer Primer 1 syringe (3 g) each Opaquer universal light and Opaquer universal dark 6 compules composite A3.5 (0.3 g) 3 compules composite A3 (0.3 g) 2 compules composite A2 (0.3 g) 1 compule composite B2 (0.3 g) 12 application tips (0.9 x 13 mm), 1 brush holder, 6 disposable brushes
232205	ReVeneer Adhesive Set: 1 syringe (1 g) ReVeneer Base, 1 bottle (3 ml) ReVeneer Primer, 12 application tips (0.9 x 13 mm), 1 brush holder, 6 disposable brushes



IMPLA, IMPLA Mini and IMPLA 3D Navigation

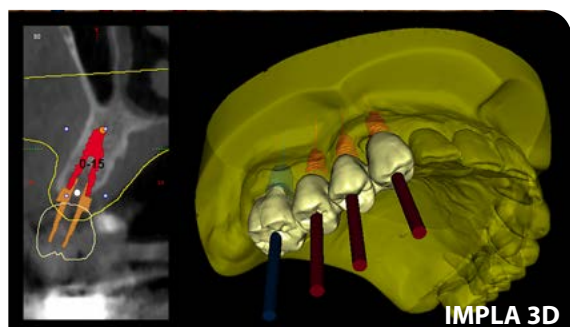
The IMPLA line offers the proper implant for nearly every case. IMPLA 3D Navigation is an outstanding tool for diagnostics and for planning surgeries.



Made in Germany.

Clinical experience since 1963.

Tested safety and top quality at a fair price.



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Individually select your MANI SCHÜTZ surgical sutures.

Experience the extraordinary quality of MANI hard-fiber stainless steel. With its special production method, it provides hardness and flexibility at the same time.

5 steps to your individual sutures:

1. Select the **sutures**.
2. Select the thread **size**.
3. Select the needle **type**.
4. Select the needle **shape**.
5. Select the needle **length**.

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MANI Silk Files

Rotary files which combine flexibility and stiffness.

MANI Endodontic Instruments – The best quality in the world, to the world.

Excellent precision from a world-market leader since 1956.

MANI hand files made of hard-fiber steel:

- **D Finders** – Extraordinary stiffness. Ideal even for heavily calcified canals.
- **RT Files** – Extremely flexible and optimized for heavily curved canals.
- **GPR** – For quick and safe removal of gutta percha.
- **Micro Files** – Optimized for working under the microscope.
- **K-Files** – For safely extending the canal by means of a rotary motion.
- **H-Files** – Excellent cutting ability facilitates more efficient work.

Ask for the detailed product brochure now.

zebris **JMA⁺***analyser*
For safe prosthetics.



Benefit from the registration of your patient's real jaw joint movements.

Patients will gladly pay for this individual service.

Your advantages:

- Reduce the grinding times.
- Display individual motion sequences of the patient.
- Transfer the original patient data to the Tizian CAD/CAM product world.
- Safe results with excellent fit.
- Individual solutions: As individual as your patient.
- Considers the real situation inside the patient's mouth.

General Terms and Conditions of Business of Schütz Dental GmbH

Paragraph 1: General – Scope of Conditions

- (1) The goods and services and the offers of Schütz Dental GmbH (referred to hereinafter as "the vendor") are supplied exclusively on the basis of these Conditions of Business. These will also apply to all future business relationships, whether or not they are explicitly agreed separately. These Conditions will be deemed to have been accepted at the latest on taking delivery of the goods or services. Confirmations to the contrary by the purchaser with reference to its own Conditions of Business or Purchase are hereby repudiated.
- (2) The vendor carries out business exclusively with customers (referred to hereinafter as "purchasers") within the meaning of Section 14 of the German Civil Code [BGB]. A prospective purchaser that is not a merchant within the meaning of Section 14 of the German Civil Code but which is a consumer within the meaning of Section 13 of the German Civil Code, is required to notify the vendor of this immediately.
- (3) All agreements reached between the vendor and the purchaser for the purpose of performing this contract shall be recorded in writing.

Paragraph 2: Offer and Conclusion of Contracts

- (1) The offers made by the vendor are non-binding and subject to alteration. Declarations of acceptance and all orders must be confirmed by the vendor in writing or by telefax to be legally valid.
- (2) The vendor reserves the right to carry out a creditworthiness check on the purchaser. Depending on the result of the check, the vendor will be entitled to alter its Conditions of Delivery, the payment period or the method of payment. In the event of a negative credit check, the vendor will also be entitled to withdraw from a contract which has already been concluded without incurring liability for damages.
- (3) Drawings/plans, illustrations, weights, measures and other performance data are only binding if this is explicitly agreed in writing.
- (4) Information from prospectuses, price-lists or the offer is not legally binding unless they have become an explicitly integral part of the contract.
- (5) The vendor's sales employees are not authorised to issue oral agreements or assurances that exceed the contents of the written contract.
- (6) The purchaser is bound to its order (the purchaser's contractual offer) for 14 working days. The vendor may accept the order either by written confirmation or by delivering the goods.
- (7) Conclusion of the contract is subject to timely and proper self-delivery by the vendor. Defects in performance shall be notified to the purchaser within an appropriate period.

Paragraph 3: Prices

- (1) Unless otherwise stipulated, the vendor will be bound by the prices in its offer for 30 days from the date of the offer. Thereafter, the prices in force at the time the goods are delivered will apply. Otherwise, the prices referred to in the confirmation of the offer plus the applicable statutory value added tax – if this is incurred – will be authoritative. The supply of additional goods and services will be invoiced separately.
- (2) Unless otherwise agreed, the prices will be ex-works plus the cost of packaging and transport. Deliveries will only be insured at the customer's request and expense. Orthodontic bands, attachments and latches, gold and leads will be routinely shipped via registered mail or registered package at the wish and expense of the purchaser.
- (3) Maintenance, repair work, dismantling and installation work will be invoiced separately according to the time taken plus the cost of materials. The vendor's effective hourly rates will apply plus the applicable value added tax – if this is incurred, as will any travel time to and from the worksite.
- (4) In the event of any significant change in the order-related personnel or material costs after the contract has been concluded, the vendor will be entitled to adjust the prices accordingly. If requested by the purchaser, the vendor will be required to justify the price-increase. In the event of a price-increase in excess of 10% of the net price, the purchaser will be entitled to withdraw from the contract within ten days after the price-increase has been announced.
- (5) Any discounts granted by the vendor are to be passed on to the patient by the purchaser/dentist resp. dental technician as provided by law.

Paragraph 4: Delivery and Performance Periods

- (1) Delivery dates or periods which can be agreed bindingly or non-bindingly must be in writing.
- (2) The vendor is not responsible for delivery or performance delays due to reasonably unforeseeable events (so-called "Acts of God") – including in the case of bindingly agreed periods or dates – or for events which make delivery – not only temporarily – considerably difficult or impossible for the vendor – as well as strikes, lock-outs, official instructions etc. In particular, including if these occur with suppliers of the vendor or its sub-contractors/sub-suppliers. They entitle the vendor to postpone the delivery, service or performance for the duration of the delay plus an appropriate lead period or to wholly or partially withdraw from the contract due to the still-unfulfilled part.
- (3) If the delay lasts more than three months, the purchaser will, after setting an appropriate grace period, be entitled to withdraw from the contract on the basis of the still-unfulfilled part. If the delivery period is extended or if the vendor is released from its obligation, the purchaser may not derive any compensation claims from this. The vendor may only invoke the circumstances referred to if it informs the purchaser within an appropriate period.
- (4) If the vendor is responsible for failing to comply with binding deadline periods and dates or is in arrears, the purchaser will be entitled to compensation for the delay to the value of half of one percent (0.05%) for every full week of the delay. However, such claims may not exceed five percent (5%) of the invoice amount of the goods and services affected by the delivery delay. Claims exceeding this amount will not be recognised unless the delay is due at least to gross negligence on the part of the vendor.
- (5) The vendor is entitled to make partial deliveries and to provide partial performance at any time unless partial delivery or partial performance is unreasonable for the purchaser.
- (6) Compliance with the vendor's delivery and performance obligations presupposes the timely and proper fulfilment of obligations by the purchaser.
- (7) If the purchaser is in arrears of acceptance, the vendor will be entitled to request compensation for any damage it incurs. With the onset of arrears of acceptance, the risk of accidental deterioration and accidental loss transfers to the purchaser.
- (8) Deliveries are made at the risk of the purchaser, including in the case of free delivery.

Paragraph 5: Transfer of Risk

Risk transfers to the purchaser as soon as the shipment has been given to the person carrying out the transport or has left the vendor's warehouse for the purpose of shipment. If shipment is delayed at the request of the purchaser, risk transfers to the purchaser when the latter is notified that the goods are ready for shipment.

Paragraph 6: Guarantees

- (1) The vendor guarantees that the products are free of manufacturing and material defects; the guarantee-deadline for mechanical parts of the products expires after one year and after six months for electronic parts. The guarantee period begins on the delivery date.
- (2) If the vendor's operating or maintenance instructions are not followed, if alterations are made to the products, if parts are exchanged or if consumable materials that do not correspond to the original specifications are used, all guarantees will lapse if the purchaser fails to refute a corresponding substantiated statement that one of these circumstances caused the defect. The guarantee will also be invalid if damage is due to the fact that the goods have been worked on or repaired by third parties, if the goods are used for another purpose than that intended, if the instructions for use are not complied with or if the generally accepted rules of technology are ignored.
- (3) Following receipt of the goods, the purchaser must inform the vendor's customer service management of defects in writing immediately but no later than within one week after delivery. Defects that cannot be detected within this period, including in a careful examination, are to be notified to the vendor in writing immediately following discovery.
- (4) If the purchaser informs the vendor that the products do not correspond to the guarantee, the vendor will, at its option and expense, decide whether the damaged part or machine will be sent to be repaired and then returned to the vendor or whether it (the vendor) will collect the damaged part or device.
- (5) If the repair fails after an appropriate deadline period, the purchaser may, at its option, request a reduction in the purchase price or, in the case of major defect, request that the contract be cancelled.
- (6) Liability for normal wear and tear will not be accepted.
- (7) Only the direct purchaser is entitled to assert warranty claims against the vendor; these claims are not assignable.

- (8) The purchaser will bear the risk that the goods it has ordered are suitable and have been approved for the purpose it intends. Recommendations on this by the vendor are non-binding.
- (9) A defect to a part of the goods will not lead to or mean a defect to all the goods and will not entitle the purchaser to cancel the contract.
- (10) The vendor gives no guarantee for used parts, equipment or parts that are subject to wear and tear.
- (11) The vendor hereby assigns to the purchaser its existing guarantee claims against the external manufacturer for third-party products that it (the vendor) has procured on behalf of and supplied to the purchaser. The purchaser hereby declares that it accepts this assignment.
- (12) The aforementioned paragraphs contain the full, complete and exhaustive guarantee for the products and exclude all other guarantee claims of any kind. This does not apply to damages claims arising from assurances on inherent characteristics.

Paragraph 7: Spare Parts

The vendor will supply the relevant spare parts at the applicable spare part prices for a period of five years following delivery of a machine.

Paragraph 8: Retention of Title

- (1) Until all claims (including any balance claims from current account) to which the vendor is entitled for any reason in law whatsoever against the purchaser, either now or in the future, have been fulfilled, the vendor is granted the following securities which it will, at its option, release on request if their value permanently exceeds the value of the claims by over 20%.
- (2) The goods remain the property of the vendor. Processing or remodelling will be carried out at all times for the vendor as a manufacturer; however, this will not entail any obligation for the vendor. If the vendor's co-ownership expires due to merging or connection, it is agreed here and now that the purchaser's co-ownership as percentage value of the unified item (book value) will transfer to the vendor. The purchaser will store the vendor's (co-owned) product free of charge. Goods to which the vendor is entitled to any (co-)ownership will be referred to below as reserved goods.
- (3) The purchaser is entitled to process and sell the reserved goods in the course of normal business provided it is not in arrears. Pledging or assignment as security is not permitted. The purchaser assigns here and now all claims by way of security (including any balance claims from current account) arising from the resale or any other reason in law (insurance, prohibited actions) in respect of the reserved goods to the vendor in their entirety. The vendor authorises the purchaser revocably to collect claims assigned to the vendor on its own account and on its own behalf. This collection authority may be revoked only if the purchaser fails to duly fulfil its payment obligations.
- (4) In the event of access to the reserved goods by third parties, in particular in the form of seizure, the purchaser will inform the third parties of ownership by the vendor and inform the vendor immediately so that it (the vendor) may enforce its ownership rights. If the third party is not able to reimburse the vendor for the resulting court or out-of-court costs in this connection, the purchaser will be liable for these.
- (5) In the event of non-contractual conduct on the part of the purchaser – in particular arrears of payment – the vendor will be entitled to take back the reserved goods or, if necessary, demand assignment of the purchaser's surrender claims against third parties. Taking back or pledging the reserved goods by the vendor will not constitute withdrawal from the contract.

Paragraph 9: Payment

- (1) Unless otherwise agreed, the vendor's invoices are payable without deduction within 30 days after issue. If the purchaser pays within 10 days after the invoice has been issued, it will be entitled to deduct 2% discount from the invoice amount. Any retrospective deduction of discount is not permitted. Payment for repair and service work is due immediately and without deduction after the invoice has been issued.
- (2) Contrary to any deviating provisions of the purchaser, the vendor is entitled to initially offset payment against older debts and will inform the purchaser of the nature of the offsetting. If costs or interest have been incurred, the vendor will be entitled to initially offset the costs, then the interest and finally the principal claim from the payment.
- (3) A payment will not be deemed to have been made until the vendor can access the amount. In the case of cheques or bills of exchange, payment will not be deemed to have been made until the cheque or bill of exchange has been credited irrevocably.
- (4) Payment by bill of exchange requires explicit prior approval by the vendor. Costs and expenses are at the expense of the purchaser. The purchaser also bears the risk of timely presentation and protest.
- (5) If the purchaser falls into arrears, the vendor will be entitled to charge interest at the statutory rate – currently nine percent (9%) over the applicable base lending rate of the Deutsche Bundesbank – as lump-sum compensation from the applicable date. The vendor may produce evidence of any higher damage.
- (6) If the vendor becomes aware of circumstances that cast doubt on the purchaser's creditworthiness, if the purchaser stops its payments or if the vendor becomes aware of other circumstances that cast doubt on the purchaser's creditworthiness, the vendor will be entitled to declare all the remaining debt immediately payable, including if it has accepted cheques or bills of exchange. In this case, the vendor will also be entitled to request advance payments or sureties.
- (7) The purchaser is entitled to offset claims, retain title and reduce the purchase price of goods, including if notices of defects or counter-claims are asserted, providing the counter-claims can be established in law or are undisputed.

Paragraph 10: Design Modifications

The vendor reserves the right at any time to make changes to design and products or to change the shape, colour or weight of products; however, it is not obliged to make these alterations to products which have already been produced.

Paragraph 11: Patents and Copyright

- (1) The vendor will release the purchaser and its customers from claims arising from breaches of copyright, trademarks and patents unless the design of a product as delivered originates from the purchaser. The vendor's indemnity obligation is limited to foreseeable damage in respect of the amount. An additional condition for indemnity is that conducting legal disputes will be left to the vendor and that the alleged breach of rights is attributable exclusively to the method of construction of the vendor's products as delivered without being connected to or used with other products.
- (2) The vendor is, at its option, entitled to be released from the obligations assumed in Subparagraph 1 by either
 - a) obtaining the necessary licences in respect of the allegedly breached patents or
 - b) making an altered product or parts thereof available to the purchaser which, in the event of any exchange for the infringing product or its part, eliminates the allegation of breach of patent concerning the product.
- (3) The vendor reserves its rights of ownership and copyright to drawings, sketches, catalogues, plans and other documentation. These may not be made accessible to third parties without the written permission of the vendor and are to be immediately returned on request.

Paragraph 12: Confidentiality

Unless otherwise explicitly agreed in writing, the information distributed to the vendor in connection with orders is not deemed to be confidential.

Paragraph 13: Limitation of Liability

Damages claims arising from defective performance or from unauthorised actions against both the vendor and its employees will not be recognised except in cases of wilful intent or gross negligence. This will also apply to damages claims for non-performance but only to the extent that the replacement of indirect or consequential damage is requested unless liability is based on an assurance intended to protect the purchaser against the risk of such damage. All liability is limited to foreseeable damage at the time the contract is signed. In all cases, liability on the part of the vendor in accordance with the German Product Liability Act and other claims based on product liability will remain unaffected.

Paragraph 14: Applicable Law; Place of Jurisdiction; Partial Nullity, Ancillary Agreements

- (1) The law of the Federal Republic of Germany applies to these Conditions of Business and all legal relationships between the vendor and the purchaser, including the provisions of the UN Convention on the International Sale of Goods (CISG).
- (2) If the purchaser is a merchant within the meaning of the German Commercial Code, is a legal entity in German public law or is a special public fund in German law, the registered offices of the vendor will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. The vendor is at liberty to bring legal action against the purchaser at the place of latter's registered offices.
- (3) Should a provision in these Conditions of Business or a provision in any other agreements be or become invalid, the validity of all other provisions or agreements will not be affected. The invalid provision will be replaced by a provision which comes as close as possible to its commercial content to the invalid provision. The same will apply in the event of omissions.
- (4) Ancillary agreements or amendments to these General Terms and Conditions of Business must be in writing.



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