

TERMS & CONDITIONS

effective from March 1, 2026

Scope

The terms and conditions stated herein (hereinafter the "Terms") apply to all quotations, sales, supplies and services of KETTENBACH GmbH & Co. KG, a company registered in Germany under company number HRA 5062 (Circuit Court Weitzlar) and VAT ID number DE 113351152 and with registered office and main trading address at Im Heerfeld 7, 35713 Eschenburg, Germany (hereinafter "KETTENBACH") to its customers (hereinafter "Purchaser") conducted in connection with KETTENBACH's website www.kettenbach-dental.co.uk. By using this website or ordering, Purchaser is agreeing to these Terms and Conditions. From time to time KETTENBACH may change these terms and conditions and will post revisions on its website. KETTENBACH recommends Purchaser regularly reviews these Terms and Conditions. Changes apply only to orders placed after the date of publication. Any conflicting, deviating or additional conditions of the Purchaser shall not be binding notwithstanding any failure by KETTENBACH to specifically object to them.

Formation of Contract

The Purchaser's order placed online via KETTENBACH's website shall be deemed to constitute a binding offer. Unless the purchase order provides otherwise, KETTENBACH shall be entitled to accept a purchase order within 14 days from receipt. KETTENBACH confirms receipt of Purchaser's order by email. **An order is accepted when KETTENBACH dispatches the Goods to Purchaser, or when KETTENBACH confirms acceptance by email.** KETTENBACH reserves the right to cancel, rescind, and/or revoke any purchase order, contract, or agreement at its discretion prior to providing and/or shipping goods to Purchaser (e.g., due to stock, pricing errors, or fraudulent activity).

Title to and copyright in all marketing materials, cost calculation, drawings and other documents shall remain with KETTENBACH. All such documents and all other information and data received by the Purchaser from KETTENBACH which are not common knowledge in the industry shall be held in confidence by the Purchaser and shall not be disclosed to third parties without KETTENBACH's prior written consent.

KETTENBACH's products are for professional use only. **KETTENBACH supplies exclusively to Dental Professionals and not as consumers but on a business-to-business basis and not for use otherwise.** Purchaser may not resell KETTENBACH goods purchased under the terms and conditions of this website. Purchaser is responsible for ensuring that they comply with all statutory governmental and local authority regulations in relation to medical devices purchased from KETTENBACH, including but not limited to UK Medical Devices Regulations and MHRA standards.

Prices, Terms of Payment

All of KETTENBACH prices are in GBP (£) and stated exclusive of value added tax (VAT). This online price list supersedes all previous price lists. Prices are subject to change without prior notice. **VAT at the prevailing applicable rate along with delivery charges (if any) will be added and included to the final purchase order, shown at checkout.** Purchaser agrees to pay all sales taxes and shipping costs in addition to the advertised price for all products purchased.

Full Payment is due when the order is placed. KETTENBACH accepts payment methods displayed at checkout. Purchaser shall not be entitled to any set-off or reduction of a purchase order for amounts Purchaser believes he or she is owed from KETTENBACH without the written consent of KETTENBACH. KETTENBACH reserves the right at any time to correct clerical omissions and errors. KETTENBACH shall fully refund Purchasers for orders cancelled at KETTENBACH's option.

Delivery

KETTENBACH ships within the UK only. Orders placed from or to an address outside the UK will be cancelled.

All shipping and delivery dates are estimates. Shipping dates, delivery dates, and delivery time frames shall not be binding contracts or agreements unless confirmed in writing and signed by an authorized representative of KETTENBACH. **Orders placed up to 14:00 on weekdays are typically dispatched the same day; orders placed after 14:00 are dispatched the next weekday.**

Dispatch is subject to product availability. KETTENBACH will notify Purchaser of any delay.

A fee of £4.95 for delivery will apply to any UK order under £50.00. **Orders of £50 or more qualify for free shipping.**

If a delivery date or a delivery period is not met, the Purchaser shall first request KETTENBACH to make delivery within a reasonable grace period and notify KETTENBACH that after the end of grace period delivery will be rejected. The Purchaser shall be entitled to rescind the contract only if delivery has not been made within such grace period.

In case delivery cannot be made for reasons for which the Purchaser is responsible, or in case the Purchaser refuses to accept delivery without sufficient cause, KETTENBACH shall be entitled to store the products appropriately at the risk and expense of the Purchaser. Without prejudice to any other rights it may have, KETTENBACH may rescind the contract when the Purchaser does not accept delivery before the lapse of a reasonable grace period set by KETTENBACH.

In case delivery or other performance is delayed due to unforeseeable and unavoidable events for which KETTENBACH is not responsible such as war, natural disasters, lack of energy or resources, manufacturing and operating disturbances, strike and/or lockout, or resulting from orders of authorities, delivery and performance periods shall be reasonably extended. KETTENBACH and the Purchaser shall be entitled to rescind the contract if the disturbing event or circumstances lasted longer than fourteen (14) days.

KETTENBACH shall be permitted to make partial deliveries and/or otherwise deviate from the shipping and delivery terms of a purchase order. Purchaser acknowledges and waives any right to require KETTENBACH's strict compliance with any terms or conditions of a purchase order.

Risk passes to the Purchaser upon physical delivery of the goods to the delivery address. In case the parties agreed that acceptance of the goods is required, the risk shall pass upon acceptance.

Duty of Inspection, Warranty

The Purchaser shall inspect the deliverables upon receipt without delay with respect to damages, defects, or delivery errors. Shipments shall be inspected for damages immediately upon receipt, within three (3) business days to determine if any of the products or goods were damaged during transit and are operating as intended. **Purchaser agrees to notify KETTENBACH's customer service within five (5) business days of receipt of any products or goods that an item was damaged during transit and/or not operating as intended and/or incorrectly delivered.** In the event Purchaser fails to timely notify KETTENBACH of any damaged, nonfunctioning, or falsely delivered products, KETTENBACH shall have no obligation to warrant or replace said products. Alleged non delivery of Goods must be notified within five (5) business days of receipt of an invoice.

KETTENBACH warrants that upon delivery the delivered product is of the agreed quality. The agreed quality will exclusively be determined by the specific written agreements or confirmations by KETTENBACH concerning the characteristics, features and specifications of the products. KETTENBACH accepts no liability for public statements (e. g. advertisements) of third parties who have not been previously authorized by KETTENBACH. Unless specifically agreed otherwise, deviations which are customary in the industry are permitted.

All defects subject to warranty shall be remedied at KETTENBACH's option by way of replacement or refund, unless such remedy would be unreasonable. Upon request the Purchaser shall remit the defective Products to KETTENBACH and shall grant KETTENBACH the time and opportunity required for the Remedial Action. The cost of material, transportation and labour accruing in connection with the Remedial Action shall be borne by KETTENBACH provided that the warranty claim is justified. In case the Purchaser's warranty claim is unjustified and this was known to the Purchaser or negligently unknown, the Purchaser shall reimburse KETTENBACH for any expenses incurred as a consequence thereof.

Liability

KETTENBACH shall be liable for damages as follows:

- (I) for damages, including death or personal injury, which have been caused by KETTENBACH or its servants intentionally or in a grossly negligent manner;
- (II) for breach of material contractual obligations in a slightly negligent manner, but only up to the amount of the foreseeable damages which are typical for such contracts;
- (III) for fraud or fraudulent misrepresentation;
- (IV) pursuant to the provision of the Product Liability Act and any other mandatory statutory liability;
- (V) if and to the extent KETTENBACH has assumed a guarantee.

If none of the cases listed above is fulfilled KETTENBACH shall not be liable for damages.

To the extent permitted by law, KETTENBACH's total liability arising out of or in connection with these Terms is limited to the price paid for the Goods in the order giving rise to the claim. KETTENBACH excludes liability for indirect or consequential loss, unless required by law.

Retention of Title

Title to the goods delivered shall remain with KETTENBACH until all amounts owed to KETTENBACH from or in connection with the business relationship between the Purchaser and KETTENBACH have been paid.

Return of Products

All Goods returns by the Purchaser must be approved by KETTENBACH. Unapproved returns will not be accepted or processed. All Products returned within thirty (30) days in its unopened original packaging will receive a full refund.

To return products Purchaser must, in any case of return whatsoever:

a. Contact KETTENBACH at shop@kettenbach-dental.co.uk and receive a return authorization number prior to returning the product to KETTENBACH; and

b. The products which Purchaser is returning must be received by KETTENBACH within 30 calendar days from the date of delivery; and

c. Goods returned must be in a condition suitable for re-sale, without damage to outer packaging, unused, and inclusive of all original packaging, operating instructions, guarantee card and accessories, as applicable. The right to return does not apply to items that are sealed and not suitable for return for health or hygiene reasons if unsealed, or to customised items, unless defective.

Refunds will be issued to the original payment method within a reasonable period after KETTENBACH receives the returned Goods, subject to inspection.

Unless goods are returned in case of justified warranty claims, the Purchaser shall not be entitled to return goods to KETTENBACH after thirty (30) days. In such a case KETTENBACH reserves the right to return any goods returned to it to the Purchaser at the expense of the Purchaser. In the event products or goods are returned to KETTENBACH more than thirty (30) days after delivery which are not subject to a valid justified warranty claim, KETTENBACH reserves the right to return the goods or products to the Purchaser at the Purchaser's sole expense. KETTENBACH also reserves the right to determine whether the product can be resold. If the product is re-sellable, and KETTENBACH agrees to accept the product return after thirty (30) days, the refund will be subject to a fifteen percent (15%) of the purchase price restocking fee which will be automatically deducted from the refund. KETTENBACH shall not assume any risk of loss to any goods or products returned to KETTENBACH.

KETTENBACH reserves the right to reject returns which do not comply with this policy. **Purchaser is solely responsible for all shipping costs associated with returned products, unless Purchaser returns damaged, nonfunctioning, or falsely delivered products upon prior approval of KETTENBACH.** KETTENBACH accepts no responsibility for returned goods which are lost or damaged in transit. It is Purchaser's responsibility to ensure that goods are adequately labelled and packaged.

Privacy and Data Protection

KETTENBACH's Privacy Policy explains how KETTENBACH collects, uses, and protects Purchaser's personal data. By using KETTENBACH's site, Purchaser consents to such processing. KETTENBACH may (directly or through its trusted affiliates), from time to time, send you information on offers and promotions. You will have the opportunity to notify us if you do not wish to receive such offers or be notified of further promotions.

Notices

All customer service notices to KETTENBACH should be directed to shop@kettenbach-dental.co.uk.

Miscellaneous

If any of the terms and conditions contained within these Terms is held invalid or unenforceable, the validity of the remaining terms and conditions shall remain unaffected. The invalid or void provision shall be replaced by a valid provision which is consistent with the intent of the replaced provision.

Purchaser shall have no right to use any of the intellectual property of KETTENBACH, to include but not limited to, service marks, trademarks, copyrighted materials, confidential and proprietary information.

The content of the pages of this website is for Purchaser's general information and use only. It is subject to change without notice. Neither KETTENBACH nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. The Customer acknowledges that such information and materials may contain inaccuracies or errors and KETTENBACH expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

The Purchaser's use of any information or materials on this website is entirely at the Purchaser's own risk, for which KETTENBACH shall not be liable. It shall be the Purchaser's own responsibility to ensure that any products, services, or information available through this website meet their specific requirements.

These Terms supersede and cancel any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between the Purchaser and KETTENBACH with respect to the subject matter hereof. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in these Terms.

These Terms and Conditions and the rights and obligations of the parties to the contract shall be governed, interpreted and construed solely in accordance with the Laws of England. KETTENBACH shall, however, be entitled to bring legal action against the Purchaser at any place of competent jurisdiction.