

Terms of Use

1. Internet Portal for Straumann Products

The internet portal on the websites “www.straumann.com/eshop”, “www.straumann.com/intl/portal” and “www.straumann.com/intl/eshop” (“Internet Portal”) is solely directed at distributors of Straumann (“Distributors”) authorised based on a separate written agreement or written appointment with Institut Straumann AG, Peter Merian-Weg 12, CH-4002 Basel (“Straumann”). Distributors can order products from Straumann (“Products”) via the Internet Portal.

To be able to order via the Internet Portal prior registration is required. The registration enables Straumann to collect the information necessary for a fast and smooth processing of the order. The pages of the Internet Portal concerning the ordering of Products are only available for registered users of the Internet Portal who fulfil the registration requirements set forth in section 4 of these Terms of Use.

2. Scope and Subject Matter of Terms of Use

a) These Terms of Use govern the use of the Internet Portal and apply to all users of the Internet Portal. In addition, the “General Terms of Institut Straumann AG regarding the ordering and delivery of Straumann products by Straumann distributors via the Straumann internet portal” apply to the ordering and delivery of Straumann products by registered users via the Internet Portal.

b) Straumann reserves the right to amend these Terms of Use at any time without giving any reason. In case of such an amendment, a notice will inform the user about the amendment. The user can only continue to use the Internet Portal if he/she confirms the amendment by clicking on the notice.

3. Content and Availability of the Internet Portal and Products

a) The contents made available on the Internet Portal are only of general nature and do not replace a medical or dental treatment or intend to replace any medical or dental treatment. In particular, the Internet Portal does not give any dental or other medical advice. Users who have or think they have medical, dental or any other health problems should seek advice from qualified medical or dental persons.

b) Straumann is entitled to modify, amend or delete all or any parts or contents of the Internet Portal at its sole discretion.

c) Straumann will undertake appropriate efforts to ensure that the contents of the Internet Portal are up-to-date and correct. However, Straumann cannot represent or warrant – neither explicitly nor implicitly – the full availability, correctness or accuracy, topicality or completeness of the contents and excludes all and any liability for damages or disadvantages which may be suffered due to the access or the impossibility to access the Internet Portal or certain contents thereof.

d) The Internet Portal can only be used with the current state-of-the-art technology. Technical malfunctions of electricity, transmission or communication networks, hardware or software defects, capacity constraints as well as disruptions for security or maintenance reasons can reduce the possible scope of use of the Internet Portal. Straumann excludes any representation or warranty with regard to the scope of use of the Internet Portal, respectively does not represent and warrant that the Internet Portal can be fully used at any time.

e) The Products listed on this Internet Portal are not allowed to be traded in all countries from which this Internet Portal can be accessed. Every product offered on this Internet Portal therefore is made under the reservation of a valid national authorisation for trading Products. Please contact your local Straumann representative and ask for a complete and up-to-date list of Products which are available for trading in your market.

4. Registration

- a) Only Distributors may register as users of the Internet Portal. The user name and the password provided upon registration may not be transferred to third parties.
- b) The user has to complete a registration form to be able to register with the Internet Portal. The information entered into the registration form by the user has to be complete and correct and includes first name and surname, current address and phone number, valid email address and, if applicable, the company name. If the data entered into the registration form changes after the registration, the user is obliged to correct the data, respectively notify the changes.
- c) The user has to provide the complete requested data truthfully. Users whose data is incomplete or obviously wrong, as well as users who try to register by circumventing the registration form can be barred from the use of the Internet Portal.
- d) The personal data entered into the registration form may be passed on if this is necessary for the performance of an order. The user explicitly agrees to such transfer of the data to third parties.
- e) After registration the user will receive a confirmation by email to the email address entered by him/her into the registration form. The confirmation contains his/her password.

5. Copyright and other Intellectual Property Rights

- a) Copyrights and other rights regarding the information published on the Internet Portal and the design of the Internet Portal are legally protected and reserved. The copying, dissemination, display, reproduction or other use of the Internet Portal or its contents is prohibited, except for cases of personal or contractually agreed use or where the use complies with the purpose of the Internet Portal. Completed registration and order forms may be commercially used if such use is in relation with the use of the Internet Portal.
- b) Registered trademarks, labelling rights and other rights contained or used on the Internet Portal are legally protected. Without explicit written consent you are not entitled to amend or use them in any way. This also applies to legal notices regarding such rights.

6. Links and other Third Party Contents

The Internet Portal may refer to other websites or contain links to other websites operated by third parties. Straumann excludes all and any liability for the contents of such websites operated by third parties as far as legally possible. It is explicitly mentioned that the contents of such websites are third party contents which Straumann cannot influence. Hence, Straumann cannot assume any liability for these websites and contents.

7. Liability

- a) Straumann shall only assume liability for wilful misconduct or gross negligence. The liability of Straumann is limited to usual damages foreseeable at the time of the conclusion of a contract.
- b) With the exception of claims for tort, all claims for damages of a user fall under the statute of limitation within one year after the statutory commencement of the limitation period.

8. Miscellaneous

a) SWISS LAW SHALL EXCLUSIVELY APPLY. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED.

b) ALL DISPUTES ARISING OUT SHALL BE EXCLUSVELY RESOLVED BY THE ORDINARY COURTS OF BASEL-STADT, SWITZERLAND.

c) If any or several of the above provisions of these Terms of Use should be or become entirely or partially invalid, the remaining provisions shall continue to be effective. The invalid provision shall be replaced by the valid provision closest to the intended economical purpose of the invalid provision. The same applies to an omission contained in the contract.

Planning and Implementation:

Institut Straumann Ltd, Peter Merian-Weg 12, 4002 Basel, Switzerland