

Product guarantee inLab MC X5



Product guarantee in case of registration of an inLab MC X5 device (hereinafter „Guarantee“)

SIRONA Dental Systems GmbH (hereinafter referred to as the „Manufacturer“) offers guarantee services above and beyond the statutory guarantee of 12 months, for an additional period of 12 months from the date of installation at the end customer, provided that the inLab MC X5 is registered in Siroforce Mobile, or the eBusiness portal (as described below). This provides you with a total guarantee period of 2 years. The statutory warranty rights are included in these conditions and remain fully applicable. This additional guarantee and the following provisions expressly do not apply to Germany, Austria and the USA. Separate guarantee conditions apply here.

Subject to the terms and conditions contained herein, SIRONA Dental Systems GmbH having its registered office at Fabrikstrasse 31, 64625 Bensheim, Germany (hereinafter „Manufacturer“) guarantees towards the end customer (hereinafter „Customer“) that the new inLab MC X5 of Manufacturer (hereinafter individually the „Product“ and collectively the „Products“) which is delivered to Customer as of 01.01.2022 within the territorial scope of this Guarantee shall be free from defects in material or workmanship (individually „Defect“ and collectively „Defects“) that limit the Product's functionality for a period of two (2) years from the completion of the Initial Installation of the Product at Customer's end. „Initial Installation“ for purposes of this Guarantee means the first time the Product is installed at Customer's end, i.e., there has been no prior installation of the Product at any other location, including but not limited to an installation as a demo unit, as a showroom unit, or as a unit for educational, training, demonstration or similar purposes. The Guarantee period shall be an absolute period, i.e. Guarantee services shall neither entail any extension of the Guarantee period nor any new guarantee. The Guarantee period for spare parts supplied under this Guarantee shall expire at the same time as the Guarantee period for the Product. Manufacturer shall be entitled to thoroughly inspect and examine the Products in terms of the claimed Defects, either by itself or by a third party commissioned by Manufacturer. The Guarantee services of Manufacturer under this Guarantee shall solely and exclusively cover the supply with new spare parts. Manufacturer shall not have any further obligations, including without limitation the obligation to install any supplied spare parts or provide any other services.

The Guarantee shall only cover original components acknowledged by Manufacturer to be defective with respect to new Products whose Initial Installation and operation takes place at Customer's end, and shall not include:

Devices:

- Demo units (showroom units or units used for educational, training, demonstration or similar purposes)
- Refurbished devices (factory seconds)
- inLab PC
- Repair of exchange devices

Components:

- Consumables
- Collet chuck
- Tool
- Tanks
- Hoses and seals
- Accessories

Services:

On-site technician services (including but not limited to labor and travel expenses).

Further claims of Customer towards Manufacturer, including but not limited to claims for damages and expenses (including without limitation claims for indirect damages, consequential damages and loss of revenue or profit, damage to reputation, loss of production, compensation for use, legal costs as well as any claims for compensation for damages incurred outside the Product), shall be excluded. This limitation of liability does not cover damages caused willfully or by gross negligence, nor injuries to life, limb or health, does not apply for violations of the German product liability law and does not apply in the event of a culpable breach of major contractual obligations. Notwithstanding the foregoing, Customer's contractual and statutory rights towards the respective specialist dealer shall not be affected by this Guarantee.

This Guarantee shall only apply provided that:

- the respective specialist dealer registers the product for a guarantee on Siroforce Mobile (siroforcemobile.dentsplysirona.com), or in the eBusiness portal (partner.dentsplysirona.com), within the first 3 months following the installation of the product at the customer's end,
- the Product is used in a proper manner and in accordance with any applicable guidelines, regulations, recommendations, manuals, data sheets, instructions, conditions of use and warnings of Manufacturer as well as in accordance with any applicable laws, norms and standards (in their current version),
- the Product does not show any characteristics or signs that indicate an irregular, abnormal or excessive use by Customer or a third party other than Manufacturer;
- the Defect does not relate to a part or component subject to wear and tear due to use or natural wear and tear (normal wear and tear),
- the Product does not show any signs that indicate repair, improper installation, maintenance, care or other intervention or damage by dealers not authorized by Manufacturer, Customer or a third party other than Manufacturer,
- only Manufacturer's accessories authorized by Manufacturer have been professionally installed in the Product by Manufacturer or a dealer authorized by Manufacturer,
- the serial number has not been removed, changed or made unrecognizable,
- Customer, when asserting the Guarantee, proves by submitting the relevant maintenance certificates that the Product has been regularly maintained by an authorized specialist dealer within the intervals to be observed for this purpose in accordance with the user manual, if required, and
- no event of Force Majeure has occurred. „Force Majeure“ for purposes of this Guarantee means any event beyond the reasonable control or any event not being reasonably foreseeable by Manufacturer, including but not limited to governmental orders, mobilization, war, blockade, business disruption, strikes, lockouts, work stoppages, or other labor disputes of Manufacturer's employees, suppliers, subcontractors, sabotage, devaluation of currency, fire, explosions, earthquakes, accidents, floods, lightning, freeze damage, storms or other natural disasters, epidemics, pandemics, terrorism, transportation shortages, or suspension or limitation of production due to shortages of raw materials, energy or labor.

In the event of a Guarantee claim, Customer shall contact the relevant dealer directly. Customer shall only be entitled to claim Guarantee services under this Guarantee under the precondition that Customer enables Manufacturer to adequately examine the Guarantee case. Customer shall prevent damage to goods during shipping by ensuring that any packaging is safe for transportation in case shipping should be required. Claims under the Guarantee shall be time-barred upon expiry of a period of two (2) months after the occurrence of the Defect or, in the case of Defects which are not immediately apparent, within two (2) months after their discovery, upon presentation of the original invoice showing the date of purchase and the original proof of Initial Installation (including the date of Initial Installation). Without the presentation of the proof of purchase and the proof of Initial Installation, Manufacturer shall be entitled to refuse to provide Guarantee services.

This Guarantee shall apply, to the extent and subject to the terms and conditions set forth above (including, but not limited to, the presentation of the proof of purchase and proof of Initial Installation in the event of resale), to any subsequent future owner of the Product located in the same country as the selling Customer.

OTHER THAN THE EXPRESS GUARANTEES CONTAINED HEREIN, NO OTHER EXPRESS GUARANTEES OR WARRANTIES ARE MADE. ALL IMPLIED GUARANTEES OR WARRANTIES OF EVERY TYPE AND KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OF QUALITY OR DURABILITY WITHIN THE MEANING OF SECTION 443 OF THE GERMAN CIVIL CODE ("BÜRGERLICHES GESETZBUCH" – BGB) SHALL BE EXCLUDED IN ALL RESPECTS AND FOR ALL PURPOSES. MANUFACTURER DISCLAIMS AND MAKES NO IMPLIED WARRANTIES WHATSOEVER.

This guarantee is subject to the law of the Federal Republic of Germany, to the exclusion of legal norms that refer to foreign legal systems and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). If the Customer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from this guarantee shall be Mannheim.

Version: January 2024