



General Terms and Conditions of Sale

These General Terms and Conditions of Sale (hereinafter referred to as the "Terms of Sale") govern all current and future sales contracts between Sweden & Martina SpA, registered with the Companies Register of Padua, with headquarters in Due Carrare (PD), Via Veneto 10, tax code and VAT number 00401550280 (hereinafter "SWM"), and any legal entity or VAT-registered professional (hereinafter the "Buyer", collectively the "Parties") for the purchase of products manufactured and marketed or solely marketed by SWM (hereinafter the "Products").

The sale of certain Products that are Medical Devices is subject to restrictions and is limited to individuals who can demonstrate their registration with professional healthcare registers by providing certification from the relevant professional body (the "Restricted Items").

ACCEPTANCE

By accepting these Terms of Sale, the Buyer declares:

- I. To acknowledge that the Products offered for sale by SWM constitute professional equipment for conducting professional activities, and any use that does not comply with the work purposes for which they are intended by the manufacturer is excluded.
- II. In the case of purchasing Products that are Medical Devices, to be a healthcare professional, to make the purchase within and for the purposes of their professional activity, and to have all the necessary rights and powers to conclude and fully and effectively execute the contract.
- III. To intend to use the Products within the scope of their business, trade, or professional activity, and therefore, the provisions of Legislative Decree 206/2005 protecting consumers do not apply to them.

These Terms of Sale take effect from the moment they are published on the website <http://www.sweden-martina.com/> or from the moment they are otherwise made known to the Buyer and apply exclusively to all orders placed thereafter.

The terms and conditions stated in any offers, purchase proposals, and quotations issued by SWM remain valid for 30 (thirty) days from the date of transmission unless otherwise indicated. If the Buyer accepts such proposals, they must send SWM a signed copy of the proposal. In such cases, if the offer specifies conditions different from those listed in this document, the conditions of the offer shall prevail.

SWM may also accept an order by directly fulfilling the supply of Products, without the need for formal acceptance of the transmitted order.

All purchase orders collected by SWM agents, representatives, and/or sales auxiliaries are not binding or obligating for SWM until they are formally accepted by SWM itself.

The collection of payments and/or credit instruments made as an advance at the time of order placement does not constitute acceptance of the order by SWM.

In the event of non-acceptance of an order, SWM will return the amounts received without any obligation to pay additional sums, including interest.

If the order is placed on behalf of a third-party principal, all relevant details and contact information, including tax details, of the third-party buyer must be provided.

If, for any reason or cause, the third-party principal does not accept the order as fulfilled, the sole responsible party remains the individual who placed the order. This individual must consequently proceed with the corresponding payment, including administrative costs unnecessarily incurred, and must also indemnify SWM against any other adverse consequences.

PRICES

Unless otherwise agreed or unless authorized promotions or discounts apply, the prices listed in the SWM price list in effect on the date of SWM's order acceptance shall apply to the Products.

Unless otherwise agreed, in the case of scheduled orders with staggered deliveries, the prices in effect on the date of shipment of each batch of Products shall apply. In such cases, if, due to extraordinary and unforeseen circumstances, a significant increase in SWM's costs for the production and/or marketing of the Products occurs after order acceptance, the prices listed in the applicable price list may be subject to change. Such changes will be communicated in writing to the Buyer before the shipment of the Products. In this case, the Buyer shall have the right to revoke the related purchase order.

Unless otherwise agreed, the prices of the Products listed in the price list, offers, or promotions are understood to be net of VAT, packaging, and transportation costs, as well as collection fees if payment is made via R.I.BA, RID, and/or equivalent payment methods. The applicable VAT rate will be the one in effect on the day of shipment.

DELIVERY

SWM will make every possible effort to supply the Product by the requested delivery date or as soon as possible; however, any communicated delivery date is only indicative and not guaranteed.

If the Buyer requests urgent delivery, SWM reserves the right to apply a surcharge, which will be communicated to the Buyer before shipment.

The supply of certain products particularly sensitive to temperature increases may be suspended during the summer months.

SWM will do everything in its power to deliver the Products within the indicated terms, but under no circumstances shall it be held liable for any direct and/or indirect damages caused by delayed contract execution or delayed delivery of the Products. In the event of delivery delays due to reasons attributable to the Buyer and/or in case of the Buyer's refusal to accept the delivery of the Products, without prejudice to any other legal remedies and within the limits permitted by law, SWM shall have the right to:

- I. Charge the Buyer for reasonable costs incurred for the storage and preservation of the Products;
- II. Request compensation for damages suffered due to the Buyer's non-performance;
- III. Sell the Products to third parties as deemed appropriate;
- IV. Terminate the purchase contract with the Buyer concerning the supply of Products not yet delivered.

The above SWM rights shall not be prejudiced by any deliveries made after the scheduled date. SWM may arrange for staggered deliveries, depending on stock availability.

In the event of:

- I. Any closure periods of production plants or warehouses due to holidays and general staff vacation periods, or
- II. Force majeure events, such as natural disasters, strikes, lockouts (including by suppliers), working hour reductions, energy and fuel supply limitations, customs stops, lack or difficulty in sourcing raw materials, fires, accidents, transport limitations, uprisings, riots, acts of war, hostilities, military operations, piracy, orders from public authorities.

Delivery times may be extended without liability for SWM, which shall not be held responsible for any damages related to the non-production and/or delayed delivery.

The shipment of goods is carried out by SWM to the location specified by the Buyer. The shipment of Products is managed by SWM using carefully selected Couriers. Unless otherwise agreed, shipping costs will be charged.

Unless otherwise agreed in writing, SWM's liability for damages, loss, or destruction of the Products ceases when the goods, inspected and carefully packaged, are delivered to the Carrier. At this moment, ownership transfers from SWM to the Buyer.

Consequently, for any claims related to damages, losses, or destruction of the Products due to transport, the Buyer may take action immediately by sending an email to customerserveexport@sweden-martina.com.

PAYMENTS

Unless otherwise agreed in writing, the payment for the purchase of Products must be made no later than the agreed date indicated on the invoice.

Payments must cover the full amount specified in the order acceptance, without deductions, discounts, or compensations unless expressly authorized in writing.

Any payments made to SWM agents, representatives, and/or commercial auxiliaries shall not be considered properly and timely executed until the relevant amounts have been received and collected by SWM.

Cash payments are not accepted.

To the extent permitted by law, in case of non-payment or delayed payment of the amount due, even of a single installment in the case of installment sales, SWM shall have the right (without prejudice to any other rights or remedies available) to suspend all subsequent deliveries of the Products until full payment of the outstanding amounts is made and/or to terminate the contract concerning the Products yet to be delivered.

The Buyer shall be deemed in default if payment is not made by the due date. In the event of late payment and without prejudice to SWM's rights, including the right to demand immediate payment, SWM may, at its discretion, apply late payment interest as provided by law, without prejudice to compensation for further damages, including reimbursement of expenses incurred by SWM for the recovery of outstanding amounts.

The Buyer shall not be entitled to suspend or delay due payments by claiming disputes, exceptions, complaints, or delays in the delivery of any material or Products. It is expressly agreed in favour of SWM that Article 1462 of the Italian Civil Code shall apply.

The above applies even in cases where the Buyer's disputes concern defects and faults of the Products, including those related to other deliveries.

WARRANTY AND LIMITATIONS OF LIABILITY

SWM does not provide any warranty on the Products other than those expressly provided in these Terms of Sale.

SWM shall be liable under the applicable law for any defects or faults in the Products.

In the case of purchasing Medical Devices, the Buyer undertakes and commits to:

- I. Informing their patients/customers about the risks associated with using the Products and taking any necessary or appropriate precautions to eliminate or, at least, reduce such risks;
- II. Promptly informing SWM of any malfunctions or alterations in the characteristics and performance of the Products detected in the course of their professional activity;
- III. Providing SWM with all necessary information or any information reasonably requested to enable the traceability of the purchased Products;
- IV. Cooperating with SWM if it becomes necessary or appropriate to recall the Products from the market.

For implantology systems manufactured by SWM, the warranty duration is lifetime for implants and standard abutments, and ten years for custom Echo abutments, limited to the replacement of defective components with identical or, if no longer available, equivalent components.

In the event of a presumed defect or fault, the Products must be returned to Sweden & Martina SpA, Via Veneto 10, 35020 Due Carrare (PD), within 15 days of receipt in the case of an obvious defect or as soon as possible after identifying the issue in the case of a hidden defect, specifying in reasonable detail the defects found.

The defect must be explicitly recognized as such by SWM following analysis and verification of the returned Products.

For consumable or durable Medical Device Products, returns to SWM will only be allowed if they are sealed in a sterile bag and have been thoroughly sterilized. Returns of such Products in any other manner will not be accepted.

Failure to comply with these guidelines will result in the following:

- I. The warranty for defective Products will not be activated;
- II. Any liability for incidents and damages arising from non-compliance with the specified hygiene requirements will be attributed to the Buyer who shipped the Products;
- III. Non-sterilized or improperly sealed returned Products will be sent back to the Buyer.

No warranty shall apply in the following cases:

- I. The defect or fault is caused by improper or incorrect use of the Products and/or any use not in compliance with the instructions provided by SWM in catalogues, surgical manuals, prosthetic manuals, and user instructions;
- II. The damage is caused by falls, trauma, or impacts;
- III. In the case of Medical Devices, the warranty is excluded if the product is used in a manner inconsistent with standard dental practices taught in university courses in Medicine and Surgery or Dentistry;
- IV. The defect or fault is caused by the normal wear and tear of the Products;

- V. In the case of Medical Devices, specifically dental implant systems, if non-original components are used for part of the treatment;
- VI. In the case of dental implants and related prosthetic components, if the patient does not adhere to commonly accepted oral hygiene standards. For implants, two annual check-ups for oral hygiene control are recommended;
- VII. In the case of dental implants and related prosthetic components, including individual Echo components, component fractures are not covered by the warranty if it is proven that the patient overloaded the prosthesis, suffered trauma, had unsuitable bone conditions (bone recession or insufficient bone), or if there were prosthetic inconsistencies.

For equipment, please refer to the General Warranty and After-Sales Conditions for Equipment, available in its most updated version at this [link](#).

SWM makes no warranty or representation that the use of the Products by the Buyer will not infringe on third-party industrial property rights.

If the Products sold are exported by the Buyer outside of Italy, SWM shall have no obligation to provide assistance or support.

The Buyer expressly releases SWM from any liability and resulting damages arising from improper use of the Products by the Buyer or third parties, whether independently or at the Buyer's request.

For dental implants, biological failures are documented in the scientific literature and may be caused by multiple factors unrelated to product defects or faults. Except in cases where proven defects or faults exist in the product, SWM shall not be held responsible for biological failures.

WITHDRAWAL AND RETURNS

The Buyer has the right to withdraw from the order and return the purchased Products to SWM under the following conditions:

- The right of withdrawal must be exercised within 60 days from the invoice date by sending written notice via email to customerservice@sweden-martina.com.
- The Product must be returned at the Buyer's expense and responsibility to Sweden & Martina Spa, Via Veneto 10, 35020 Due Carrare (PD).
- The Product must be returned in new condition, in its original, intact packaging.
- Returns of Custom Made products and equipment, whether classified as Medical Devices or not, are not accepted.

If these conditions are met, the Product will be fully credited under the purchase terms, except for transportation and delivery costs. If the returned Product is found to be in unsuitable condition, used, dirty, damaged, or simply in an open or non-intact package, it will be returned to the sender, and the withdrawal process will not be completed.

After 60 days, returns are only allowed for replacement. Returned Products will be replaced with others of equivalent value. Replacement returns are only permitted under the following conditions:

- I. Materials purchased more than 18 months ago cannot be returned. The purchase invoice date is the reference.
- II. Unless otherwise agreed, materials received as part of promotions cannot be returned.
- III. Materials provided as part of stock clearance campaigns cannot be returned.
- IV. Products that have been discontinued from SWM's official sales programme after purchase cannot be returned.
- V. Products that have already been replaced cannot be replaced again.
- VI. Returned Products must have an expiration date of at least 5 months from the return date.
- VII. Returns of Custom Made products and equipment, whether Medical Devices or not, are not accepted.
- VIII. Returned materials may only be exchanged for items within the same product category and with the same VAT rate.
- IX. Returned materials must be accompanied by a return document (DDT or a declaration on company letterhead, dated, stamped, and signed with a return reference) and a copy of the order invoice related to the return.
- X. For Medical Devices, the return document must include the batch numbers of the returned products.
- XI. Returns will not be accepted if, after checking the serial number and/or batch number, the item is not found in the customer's purchase history.
- XII. The returned material must exactly match the items on the sales invoice. The quantity may be equal to or less than the invoiced amount but never greater, and batch number references must be correct.

- XIII. The original packaging must not show any signs of tampering. Products will only be accepted for replacement if returned intact. SWM reserves the right to accept returns with only a damaged secondary package, provided that such packaging can be replaced by SWM, and the customer will be charged for the restoration costs.
- XIV. If a returned Product is linked to an unpaid invoice for which SWM has assigned the credit to another company and has informed the Buyer, the return will not be accepted unless otherwise agreed in writing.

The Products must be returned in a sealed or rigid package to prevent any damage or alteration during transport.

Materials shipped in non-compliance with the above requirements will not be replaced and will be returned to the Buyer at their expense.

Unless otherwise agreed, the return of Products is at the Buyer's risk, with shipping costs borne by the Buyer.

For both initial withdrawals and replacement returns, the return is considered received by SWM only when the Products arrive at the company's address: Sweden & Martina - Via Veneto 10 - 35020 Due Carrare (PD).

If the withdrawn or replacement return Product is delivered to an agent, representative, or commercial auxiliary of SWM, such deliveries are not considered properly and timely completed until they have arrived at the company.

TERMINATION

Without prejudice to the execution of already accepted orders, SWM reserves the right, with or without prior notice, to: limit the available quantity or discontinue production of any Product; impose or not impose conditions on any promotion; prevent any user from making certain or all purchases; refuse to supply any Product to any user.

The Buyer shall not be entitled to make claims or demands in such cases.

Once purchase orders have been accepted by SWM, they may only be revoked with SWM's written consent.

In case of purchase order revocation or consensual termination of purchase contracts, the Buyer shall compensate SWM for any damages incurred due to such revocation or termination.

EXERCISE OF RIGHTS, ASSIGNMENT, INVALIDITY

Failure or delay by SWM in exercising its rights under these Terms of Sale shall not be construed as a waiver of such rights, nor shall it prejudice the exercise of any other rights or remedies available to SWM.

The Buyer may not assign the purchase contract concluded under these Terms of Sale.

If any provision of these Terms of Sale is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions, which shall remain fully valid and in force. The invalid or unenforceable provision shall be replaced by mandatory regulations, or, if not possible, shall be removed from the contract.

PROCESSING OF PERSONAL DATA

The Buyer consents to the use of their personal data for contract execution, acknowledging that SWM, in processing such data, will comply with Regulation (EU) No. 679/2016 (GDPR) while ensuring full security measures to protect confidentiality.

Personal data obtained by SWM will be used exclusively for the commercial purposes outlined in these Terms and will not be shared or disclosed to third parties not involved in the transaction.

Providing personal data is not mandatory for Customers, but refusal to do so will prevent them from purchasing the Products.

The Buyer has all rights under GDPR 2016/679, including the right to request updates, rectifications, deletions, or modifications of their data.

The Data Controller is Sweden & Martina Spa, Via Veneto 10, 35020 Due Carrare (PD).

For orders related to Medical Devices requiring individual prescriptions or in certain return procedures, logistics employees may occasionally come into contact with sensitive data of the end-user patients. This may occur due to the erroneous inclusion of the patient's name by the customer. Including such information makes the end-user identifiable, leading to an incidental and unnecessary processing of sensitive data unrelated to SWM's purposes.

Although SWM cannot be held responsible for such submissions, we strongly recommend taking the utmost care to avoid including patient personal data in orders or returns.

GOVERNING LAW AND JURISDICTION

These Terms of Sale are governed by and interpreted in accordance with Italian law.

Any disputes arising between the parties concerning the execution and/or interpretation of these Terms of Sale and/or the contracts established under them shall be subject to the exclusive jurisdiction of the Court of Padua, excluding any other competing and/or alternative jurisdiction.

Rev. 01-2025

Data ultimo aggiornamento: 2025/03/25