

General business Terms and Conditions of K Line Europe GmbH

§1 Application of the conditions

K Line Europe GmbH, located in Dusseldorf, Lilienthalstraße 74 (hereafter referred to as “K Line”), represented by Dr. Sherif Kandil, produces and sells products and services to the doctors (dentists and orthodontics) working in the dental sector.

These products and services support the planning and execution of treatments for tooth and jaw malocclusions.

For the production of these products and services, a software is used which reproduces the treatment planning in a 3D video sequence and thus enables a case assessment of the misalignment. The treatment equipment necessary for the treatment is produced on the basis of the previous confirmed treatment plan.

The following provisions apply exclusively to K Line offers, supplies and services to natural and legal persons as well as to other companies other than consumers within the meaning of § 13 BGB (German Civil Code)

These provisions also apply to all future business relations, even if these are not expressly agreed again. At the latest with the use of the service (treatment planning), these provisions are deemed to have been accepted.

§ 2 Contract partner

The contract is concluded with K line Europe GmbH, Lilienthalstraße 74, 40474 Düsseldorf.

Only the German language is available for the conclusion of the contract. Reference are always the Allgemeine Geschäftsbedingungen (Terms and Conditions) in German language. This document/translation is a nonbinding translation.

§ 3 Offer

Acceptance declarations and all orders require a written or by telex confirmation for legal validity for K Line Europe.

The staff, representatives and agents of K Line Europe are not authorized to meet verbal special agreements or give verbal warranties, which go beyond contents of the written contract.

The presentation of certain products in the business premises, the online shop or in brochures or catalogs of the K Line Europe is not a legally binding offer. Much more is this merely non-binding representations of products.

§ 4 Conclusion of the contract and explanation of K line products and services

The German language is the only language available for the conclusion of the contract

The treatment plan begins as soon as we receive the needed documents from the treating doctor or from the contract partner.

A previous case assessment is at any time by our dental professionals possible and for free. The case assessment is used as a support to answer questions concerning duration of treatment and for determining the required K Line products.

In the process of creation of an individual treatment plan proposal in addition to the corresponding tooth arch is first of all a cost estimate for K line is to be incurred.

To order a cost estimate the treating dentist or orthodontist has to send (hereinafter referred to jointly as "Customer") the completed documents to K Line Europe.

A cost estimate for the treatment plan (lab report) has to be sent via post, e-mail, Fax, or through our portal. The documents referred to are also, in addition to the clinical photos, impressions (impression trays or plaster casts) and an OPG submitted.

This Communication presents the proposal for the creation of the cost estimate by K Line Europe. K Line Europe can accept this offer without a separate declaration to the application ends if offer already filed in t K Line Europe with binding acceptancy whether directly on the portal or through any documented acceptable methods (§ 151 BGB).

For the cost estimate, a planning flat rate of 35 EUR has been adjusted per treatment plan since 1st of June 2017, which won't be included in the future orders, that means price of the treatment plan is separate from the price of the aligner production. These costs are not a component of the international distributor's contracts.

On the basis of the submitted data K Line Europe prepares the quotation by means of a corresponding plan for the treatment plan and sends it to the client. The offer is based on the conclusion of a contract for the preparation of an individual plan of treatment plans, including the corresponding arch. K Line Europe is bound to this offer for a period of 40 days from the date of preparation of the quotation.

The doctor may at any time intervene to the treatment plan and write short descriptions to adjust the treatment target and implementation. K Line Europe will support the client through the provided Information to guarantee the best usage of K Line Europe products and services. These treatment planning services are in particular via the portal.

The confirmed cost estimate and its declaration of acceptance is carried out either by returning the signed quote to K Line Europe or via K Line Europe operated online portal.

The declaration of acceptance will lead to the beginning of the production of customer-specific orthodontic services and products. K Line Europe after the expiry of the aforesaid period, incoming acceptance can be rejected.

§ 5 Data protection, data transmission and data protection provisions

In this portal are personal data and sensitive information from customers, patients (former potential and current) and doctors, if you are successfully using a customer account on www.klineportal.com registered, recorded and stored. Sensitive information about you or about a third party for example: health information of your teeth or your patient's teeth, including pictures to the respective teeth can be saved on your visit to our portal.

The transmission and processing of personal and health data to and / or by K Line Europe GmbH as well as the storage of these data by a third party on behalf of K Line Europe requires an effective consent from the affected patients. This consent is to be given to K Line before the confirmation of the treatment plan. This consent is given by confirmation of the consent to data collection and data processing on the portal. Alternatively the consent with the first order together with the GTCs is sent to the customer by email.

We will inform you about the intentions when personal data or sensitive information is collected, and we only use data to meet the agreed service (treatment planning) and purposes are necessary.

Often you will provide us with personal information about other people so that we have this in the course of the treatment planning process. The personal data that were provided by you can be used as follows:

- Setup and management of your member account on our portal
- Provide information about our products, services, news and events
- Provide information to doctors and practices and transmitting of contact requests.
- Make the information of patients or potential patients available for the agreed service provision (treatment planning)
- Analyze the use of our products and services, develop new products and services as well as customizing our products, services and other information provided.

In the course of the case confirmation and the plan are also again in a consent for data acquisition and data processing pointed out what data is shared, stored and processed.

§ 6 Certification, responsibility and guarantee of dental practitioners / user

In principle every dentist / user can make use of K Line Europe services and products. Certification is not necessary, but still K Line Europe offers the possibility to get certified through a wide variety of online courses and lectures given by experienced K Line Europe users. K Line Europe offers its products and services exclusively for at the time of the use of qualified dentists. The treatment planning is carried out with the support of dental professionals. All of them studied dental medicine and till the time of writing these terms and conditions 20,000 cases have been done with K Line Europe system.

Decisions on dental findings, diagnosis, planning and treatment of the patients are on the dentist's own and exclusive responsibility and based on full and completed clarification to the patient. The responsibility of the dental practitioner for orthodontic treatment extends to revision, evaluation, modification, and confirmation of K Line Europe proposal according to the treatment planning. It is the sole responsibility of the dental practitioner, to implement the recommendations of K Line Europe or to decide whether K Line Europe products and services are suitable to be used for a particular patient, for a particular use or to achieve a particular result.

The user/ dentist ensures that it is at the time of application of the K Line Europe services and products is approved as a dentist. In the treatment of legally insured patients the dentist has to make sure that he is allowed to participate in the dental supply contract. He has to observe the professional and contractual dental law regulations, in particular the chamber law which governs him, the Fifth Social Code, the federal mantle contract dentists and the orthodontics directive of the Joint Federal Committee.

The user is obliged to regularly check the changes to the prices and terms and conditions of K Line Europe products and services on the website.

§ 7 General risks

The possible risks associated with treatment with K Line Europe devices are not different from those of other treatment removable devices / removable appliances used in orthodontics. K Line Europe recommends the orthodontic treatment for periodontally and dental healthy patients. The use of K-line products and services can lead to some of the risks referred below. Many of the referred risks can occur without orthodontic treatment. The dentist is obliged to clear up his patients among others the following mentioned risks insofar as this is required in individual cases.

- A lack of compliance or anatomical peculiarities such as exceptionally shaped teeth, can extend the duration of treatment and the quality of the final result or the ability to achieve the desired result to interfere.
- A certain degree of sensitivity of the teeth is to be expected after inserting the orthodontic devices. A slight feeling of pressure can lead. It can also cause irritation in the gum, cheeks and lips.
- It also allows the teeth after the treatment to move again. Regular usage of retention devices after the completion of the orthodontic treatment can reduce this tendency.
- Caries, periodontal disorders, inflammation of the gums or visible places (e.g., descaling) on the teeth can occur if in orthodontic patients sugar-containing food, and thoroughly clean your teeth are not of sufficient or oral hygiene is missing.
- The products can temporarily affect speaking.
- The use of the devices can temporarily increase salivation or dry mouth. Certain medications can reinforce this effect.
- On some teeth may be necessary to do enamel proximal reduction to make room for tooth movements, this is not done in all cases, it is shared from the start if this will be needed.
- General medications can also have an impact on the orthodontic treatment.
- Oral surgery may be required to correct crowding or severe jaw disorders. Should such surgical procedures be necessary, the risks associated with anesthesia and healing must be taken into account.
- A previously traumatized or significantly restored tooth can be damaged by an orthodontic treatment. In rare cases a further dental treatment is then required (for example endodontic and further restorative measures).
- Existing dental reconstructions (e.g. crowns) can loosen and re-cemented or in some cases even must be replaced. Short clinical crowns can lead to retention problems and the tooth movement with the orthodontic appliance hinder.
- In some patients, the length of the tooth root can be shortened through the orthodontic treatment. This can affect the lifespan of teeth.
- Orthodontic appliances can break.
- Orthodontic devices or their components can be accidentally swallowed or inhaled. This risk is increased if the devices from the dentist be shortened or modified.
- In rare cases problems can occur to the temporomandibular joint which leads to joint pain, headache or ears complaints.
- Allergic reactions can occur.

- To avoid a supra eruption all teeth should be at least partially covered.

§ 8 Liability

K Line Europe shall be liable in cases of intent or gross negligence by the statutory provisions.

In addition, K Line Europe is only liable under the Product Liability Act, because of injury to life, body or health or due to the culpable violation of essential contractual obligations, e.g. In the case of fraudulent concealment of a defect or guarantee promise, insofar as these have been agreed.

However, the claim for damages for the infringement of essential contractual obligations is limited to the type of foreseeable, foreseeable damage, which must typically be expected. The liability of K Line Europe is also limited to the typical contractual foreseeable damage, even in cases of gross negligence.

Claims for lost profit, saved expenses, damage claims of third parties as well as other indirect and consequential damages cannot be demanded.

A change of the burden of proof to the detriment of the client is not connected with the understanding regulations.

As far as the liability of the K Line Europe is excluded or limited, this also applies to employees, representatives and vicarious agents of K Line Europe.

§ 9 Prices

In the price lists of K Line Europe or other communication indicated prices are approximate. Determined solely in the cost estimate and in the order confirmation of K Line Europe prices if necessary plus the applicable statutory sales tax and packaging, postage and freight costs. Additional deliveries and services are charged separately.

With regard to the packaging, postage and freight costs K Line Europe is entitled to the best for the customer to choose the way of delivery.

§ 10 Payment

An invoice that is created by K Line is within 14 days of the invoice date due without deduction of cash discount. Other payment periods can only be agreed written in international contracts.

K Line Europe accepted as payment options cash and bank transfer. For first-time customers K line can limit the accepted methods of payment before the acceptance of the order. K line doesn't accept payments of patients

K Line Europe shall also be entitled to charge payments to its older debts, even if the customer decides otherwise, and shall inform the client of the nature of the settlements made. If costs and interest have already arisen, so is K Line Europe entitled to the payment of the costs first, then at the interest and last on the main achievement.

A payment is considered as done only when K Line Europe receives the amount paid on one of the acceptable payment methods offered.

Crediting and the assertion of the right of retention shall only be permitted if the demand of the customer is undisputed or legally established.

§ 11 Cancellations / damages in case of cancellation

In case of cancelling the order after confirming the production of the of K Line Europe products, the laboratory costs will be fully charged as liquidated damages.

§ 12 Delivery, delivery time and time of performance

The shipment of the cost estimate is usually done 3-5 working days from receiving the order confirmation (lab report) and the completed patients information and dental impressions as long as k line didn't refer to other delivery deadline in individual cases.

The dispatch of the treatment including the proposal on the basis of individually manufactured tooth arch is generally within 10-12 working days in this respect from the closed and confirmed the conclusion of the contract (by email, fax or in the portal), if K Line Europe in each individual case to other periods of delivery points.

If a treatment period of more than 4 months is recommended in the treatment plan proposal, the aforementioned delivery period may only refer to such dental braces, which are recommended for the first treatment phase Additional delivery can only be carried out after receipt of the treatment course, current patient's aligners at K Line Europe. These further deliveries are generally made within 15 working days, free of delivery costs within Germany.

The delivery of the K Line Europe products is free carrier and dispatch Düsseldorf at the expense and risk of the customer underutilization of the cheapest dispatch route according to the choice of K line. In the case of special requests of the customer are the additional costs are to be charged separately.

Delivery dates and delivery periods are only binding if they are expressly in the confirmation of order and are marked as binding in writing.

Delivery and performance delays due to force majeure and due to events which not only make K Line Europe considerably more difficult or impossible to manufacture or deliver the equipment ordered - this includes, in particular, strikes, lockouts, official orders, etc., even if they are ordered by suppliers of K Line Europe or its subcontractors - K Line Europe is not responsible for binding deadlines and deadlines. They entitle K Line Europe to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up time or to rescind all or part of the contract due to the part of the contract which has not yet been fulfilled.

If the obstruction lasts longer than 4 weeks, the client is entitled after a reasonable postponement to withdraw from the contract with regard to the part not yet fulfilled. If the delivery time is extended or Kline is released from its obligation, the customer cannot derive any claims for damages from this. Kline shall only be entitled to rely on the aforementioned circumstances if it notifies the client immediately.

K Line Europe is eligible to partial deliveries and services at any time unless the partial delivery or part performance is for the customer not to be of interest.

Compliance with the delivery and service obligations of the K line is based on the timely fulfilment of the obligations of the customer advance. An incomplete submission of the necessary documentation can lead to delays.

§ 13 Transfer of risk

When the shipment is handed over to the person performing the transport or the transport companies, the risk of accidental destruction and accidental deterioration to the client.

In case of delay of delivery upon customer's request, the risk of accidental destruction and accidental deterioration with the notification of readiness for dispatch by K Line Europe to the client.

§ 14 Obligation to give notice of defects

The customer has to inspect received goods immediately after receipt, as far as this is possible after regular business transactions, and, if a defect shows, to report this to K Line Europe immediately, at the latest up to five business days after receipt. If the customer fails to display to the goods shall be deemed approved, unless the defect in the examination was not detectable.

If such a defect appears later, the advertisement must be made immediately after the discovery; otherwise, the goods shall also be deemed to have been approved in respect of this defect. § 377 HGB shall apply.

§ 15 Material defects and warranty

K Line Europe guarantees that the delivered products are free from material and manufacturing defects and the contractually agreed characteristics. The deadline for the assertion of warranty claims is one year from delivery of the goods.

The limitation period for claims and rights due to deficiencies of the treatment plan proposal - irrespective of the legal reason - is one year.

This limitation also applies to all claims for damages against K Line Europe, connected with the lack of a link - irrespective of the legal basis of the claim.

The one-year period of limitation shall apply with the following provisos:

a) The period of limitation shall not apply in cases of intent or fraudulent concealment of a defect or insofar as K Line Europe to a guarantee for the quality of the delivery item.

b) The limitation period shall apply for claims for damages also not

- In the event of culpable violation of life, body or health;
- In case of intentional or grossly negligent breach of duty;
- In case of warranty promise, where agreed
- Not in the delivery of a defective item existing - culpable infringement of essential contractual obligations;
- As far as the scope of the product liability law is opened.

c) The one-year period of limitation shall also apply to the compensation for futile expenditure.

The limitation period for all claims commences with the delivery.

Unless expressly stated otherwise, the legal provisions concerning the statute of limitations, the expiry suspension, suspension and the new beginning of deadlines unaffected.

The foregoing provisions of this paragraph shall apply to claims for damages with a deficiency is not related.

A change in the burden of proof to the disadvantage of the customer is not associated with the above regulations.

Two rework attempts

If compensation is demanded in the event of a defect instead of performance and the item is to be repaired, a defect of the repair shall be accepted at the earliest after the second attempt. The deadline in legal cases regarding dispensability remains unaffected.

The right to withdraw from the contract or reduction is the principal only if not within 4 weeks after a proper communication of the defectiveness replacement for the defective goods is done.

§ 16 Durability warranty

A single clear aligner is designed for a maximum treatment time of 14 days. If the duration of the treatment is exceeded, a wear-induced destruction of the clear aligner is to be expected.

§ 17 Documents and retention periods

The documents sent to K Line Europe belongs to Kline's property. K Line Europe is not obliged to return these documents to the customer / dentist. The client / dentist is obliged to keep extra copies of the documents in accordance with his / her professional and, if necessary, contract dentist's documentation obligation, and to keep them during the statutory periods. K Line Europe assumes no liability for the loss of documents and data through the transmission and processing. In this case the customer/ dentist is obliged to send the corresponding documents and data again to K Line Europe that were required for proper processing of the order

K Line Europe will check the documents submitted by the customer / dentist that are directly involved in the manufacturing processes such as impression tray and imprints and they can be considered as not suitable. If they were found as not suitable the customer/ dentist has to provide other replaced documents that are required for proper processing of the order

Physical documents such as imprints and study models of K Line Europe are required to be kept as long as necessary for the correct fulfillment of the contractual relations. Then they will be destroyed or archived according to Kline's discretion. K Line Europe can use documents internally, including but not limited to, imprints, x-ray images, photographs, films and study models etc. for orthodontic/dental consultation, further training and research purposes, publications in specialist magazines or accompanying materials for professional, If such an express written declaration of consent of the customer/ dentist present or the relevant data and documents be anonymized.

§ 18 Customer Service

The customer service of K Line Europe is reachable at the usual opening days and hours, Mondays to Fridays between 9:00 and 17:00 at the following number:

0211 / 658 59944

§ 19 Online dispute settlement

Online dispute settlement pursuant to Art. 14 para. 1 OR-VO: The European Commission provides a platform for online dispute resolution (OS), which you can find under [Http://ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

§ 20 Final provisions

All contracts are exclusively subject to the law of the Federal Republic of Germany.

To the extent permitted by law, jurisdiction shall be exclusively for the headquarters of K Line Europe agreed.

In the event that individual provisions of these General Terms and Conditions of Business are or become unenforceable or impracticable in whole or in part, or in the event that these General Terms and Conditions of Business contain unintentional gaps, the validity of the remaining provisions of these General Terms and Conditions shall remain unaffected. The statutory provisions shall apply instead of the ineffective, impracticable or missing provision.