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1. Scope of application

These General Terms and Conditions (GTC) apply to all deliveries of Heliocos GmbH (hereinafter Heliocos) to buyers. Buyer is any person who concludes a legal transaction for a purpose that can be attributed exclusively to his commercial or independent professional activity. These GTC do not apply to natural persons who conclude the contract for a purpose which cannot be attributed to their commercial or independent professional activity.

2. Contractors

The purchase agreement is concluded with Heliocos GmbH, Emmy-Noether-Straße 11, 76131 Karlsruhe Commercial Register: Mannheim District Court, HRB 724128, VAT identification number: DE269066796

Phone: +49 (0) 721 75 40 36 40 / Fax: +49 (0) 721 75 40 36 34

3. Contract

3.1. The presentation of the products in the online shop does not constitute a legally binding offer, but only an invitation to order.

3.2. By clicking on the button, you place a binding order for the goods listed on the order page. Your purchase contract is concluded when we accept your order by an order confirmation by e-mail / fax immediately after receipt of your order.

4. Prices and shipping costs

4.1. The prices mentioned on the product pages do not yet include legal VAT and other price components. The legal VAT is itemized separately from the other expenses on the date of invoice. The legal VAT is only charged for delivery and respectively billing addresses within Germany.

4.2. The prices are in EURO ex works plus packaging, for export deliveries customs duties, fees, taxes and other public charges apply.

4.3. In addition to the prices stated, we charge shipping costs that are clearly communicated in the shopping cart system and on the order page. There are higher costs for delivery outside of Germany.

5. Delivery

5.1. Delivery takes place only within the European Economic Community (EEC).

5.2. The delivery time is up to 3 days.

5.3. If the customer is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred, including any additional expenses. Further claims are reserved.

6. Payment

6.1. Payment is made by either invoice, advance payment or PayPal depending on the country. Outside Germany only advance payment or PayPal is possible.

6.2. If you select advance payment, we will provide our bank details in the order confirmation and deliver the goods after receipt of payment.

6.3. Heliocos does not grant any cash discount.

6.4. Payments must be made without deduction within 10 days of the date of invoice. Payment is deemed to have been made only when Heliocos can dispose of the amount (receipt of payment).

6.5. SEPA direct debit mandates require a special written agreement.

7. Return policy

7.1. We only take back unopened products. If the packaging is damaged, we will not take back the product.

7.2. A processing fee of 20 % of Heliocos's sales price but at least EUR 20 will be charged for all products that are returned under the circumstances mentioned in point 7.1.

7.3. The costs of returning to Heliocos are to be borne by the buyer.

7.4. We issue credit notes for returns corresponding to 7.1.

7.5. We are not crediting any shipping costs.

8. Ownership

8.1. Until full payment is made, the goods remain the property of Heliocos.

8.2. The buyer is obliged to treat the purchased item with care as long as ownership is not transferred to him. In particular, he is obliged to insure them at a sufficient replacement value at his own expense against damage by fire and water and theft.

8.3. In the event of a delay in payment or if the buyer violates other essential contractual obligations, Heliocos is entitled to take back the reserved goods. The exercise of the right of withdrawal of the reserved goods does not constitute a withdrawal from the contract. The right of withdrawal does not extend to the part of the goods that has already been paid for.

9. Warranty of defects, damages, liability

9.1. In the case of a purchase which is a commercial transaction for both parties, the buyer shall report defects of any kind, except for hidden defects, within 8 working days (Saturday does not count as a working day) after delivery; otherwise, the goods are deemed to have been approved.

9.2. To such a degree as a loss or damage to the delivery item is externally visible upon delivery of the goods by the transport company to the buyer, it is for the buyer to have the loss or damage certified by the transport company (damage notice) and Heliocos to inform him of this immediately on presentation of the certificate. The same applies if the buyer later discovers the loss or damage, which was not initially visible.

9.3. To such a degree as the goods delivered by Heliocos have a defect, the buyer may, at Heliocos' choice, demand either the rectification of the defect (repair) or the delivery of a defect-free item (replacement delivery). In the case of replacement delivery, Heliocos may demand the buyer to return the defective item. If Heliocos is not willing or unable to make repair/replacement delivery, in particular if the repair/replacement delivery is delayed beyond reasonable deadlines for reasons for which Heliocos is responsible, or if the repair/replacement delivery fails in any other way, the buyer shall be entitled, at his option, to withdraw from the contract or to reduce the purchase price if further attempts at supplementary delivery are unreasonable for him. Due to a minor defect, the customer can only withdraw from the contract with Heliocos' consent.

9.4. Warranty rights can only arise if the delivery item has a material defect at the time of

the transfer of risk. No warranty rights arise in the event of inappropriate or improper use or treatment of the delivery item, natural wear and tear or unsuitable conditions of use, etc. 9.5. The mandatory provisions of the Product Liability Act remain unaffected.

10. Custom-made products

10.1. Custom made abutments (custom made products) comply with the General safety and performance requirements according to EU MDR 2017/745 Annex 1 and are intended exclusively for the patient for whom this product was designed.

10.2. For us to be able to fulfil our delivery obligations, the buyer must fulfil his obligations to cooperate properly and in due time. In particular, the buyer shall ensure that the CAD/CAM data transmitted as well as any additional data required for the creation of the items contain all necessary information and are completely transmitted.

10.3. There are no warranty claims for defects if the buyer has used scan bodies and libraries from other manufacturers.

10.4. The buyer is obliged to regularly update the libraries of Heliocos. Therefore, Heliocos provides guidance on its website.

11. Final provisions

11.1. Should one or more of the above provisions of these General Terms and Conditions be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions.

11.2. Unless otherwise agreed, the place of performance is Heliocos' registered office.

11.3. Insofar as the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all rights and obligations of the contractual partners arising from transactions of any kind, including cheque disputes, is the registered office of Heliocos. The same applies if the buyer does not have a general place of jurisdiction in Germany, moves his domicile or habitual residence from the country after conclusion of the contract, or if his domicile or habitual residence is not known at the time the action is brought. However, Heliocos is also entitled to sue the buyer at its general place of jurisdiction.

11.4. These General Terms and Conditions and the entire legal relationship between Heliocos and the Buyer are governed by the law of the Federal Republic of Germany to the exclusion of any references to other legal systems as well as the UN Convention on Contracts for the Sale of Goods.

Heliocos GmbH, Emmy-Noether-Straße 11, 76131 Karlsruhe

Status: March 2022