



**Please submit impressions to:**  
**TOP-Service für Lingualtechnik GmbH · A 3M Company**  
 Schleddehauser Straße 81 · 49152 Bad Essen · Germany  
 E-Mail: [info-incognito@mmm.com](mailto:info-incognito@mmm.com) · [www.incognito.net](http://www.incognito.net)

I accept the General Terms of Sale covered overleaf.

## CONDITIONS OF SALE FOR GOODS AND SERVICES

### 1. Application

- 1.1 These conditions apply to all contracts between 3M Health Care Limited ("3M") and the Buyer and override all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated).
- 1.2 No variation of these conditions is permitted unless agreed in writing by a director of 3M.

### 2. Price

- 2.1 The price to be paid for the goods or the services shall be 3M's price at the date when the goods are despatched or the services are provided.
- 2.2 The price of goods includes the cost of 3M's standard packaging and delivery within the UK and Ireland by 3M's normal transportation; the price does not include VAT.

### 3. Payment

- 3.1 Payment for the goods or services shall be made within thirty (30) days of the date of the invoice, unless otherwise specified on the invoice.
- 3.2 3M reserves the right to charge interest on overdue sums at the rate of 4% per annum above the Base Rate for the time being at Lloyds Bank Plc calculated on a daily basis from the due date of payment in Clause 3.1 above until the date upon which payment is made.
- 3.3 3M may at any time require the Buyer to make payment in advance of delivery or require security for payment.
- 3.4 If the Buyer fails to make any payment by the due date or when required, 3M may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and 3M and/or suspend delivery under this or any other contract until payment is made.
- 3.5 The Buyer shall have no statutory or other right of set off.

### 4. Delivery

- 4.1 Delivery dates are approximate only and 3M shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered or delay in the provision of any services.
- 4.2 Without prejudice to Clause 4.1 above, 3M shall not be liable for any delay in delivery or non-delivery of goods or services or any other breach of these conditions caused by any circumstances beyond 3M's control including without limitation any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by 3M's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other causes or any circumstances beyond 3M's control; on the occurrence of any of the above events 3M reserves the right to cancel or suspend the whole or part of any delivery of goods or provisions of services.
- 4.3 In the case of any order for goods of a type or description not normally held in stock by 3M, and therefore specially made ordered or imported by 3M to meet such order, the Buyer shall accept goods 10% more or 10% less than ordered, the total price of the order being correspondingly adjusted.

### 5. Risk

Risk in all good supplied to the Buyer will pass to the Buyer on delivery.

### 6. Inspection

- 6.1 If the goods or any of them are damaged or lost while in the custody of a carrier, 3M shall (at its option) either replace such goods or refund to the Buyer the cost or price of them, but 3M's liability in connection with any such goods shall not exceed the cost of replacement of them or the price paid by the Buyer for them.
- 6.2 3M shall not be under any liability under Clause 6.1 above unless the following conditions are strictly complied with:
  - 6.2.1 In the event of non-delivery of a whole consignment of goods the Buyer must inform 3M in writing within ten (10) days of the date of the invoice.
  - 6.2.2 In the case of damage to goods or loss of part of a consignment, the consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify 3M within forty-eight (48) hours of delivery, such notification to be confirmed in writing within the following five (5) days.

### 7. Liabilities and Warranties

- 7.1 Nothing in this Clause shall be deemed to exclude or restrict 3M's liability for any fraudulent misrepresentation made by or on behalf of 3M or for death or personal injury resulting from 3M's negligence.

- 7.2 If any goods supplied or processed or any services supplied or provided by or on behalf of 3M prove on inspection to be defective in material or workmanship, 3M shall (at its option) replace the same or refund to the Buyer the price of the goods or services.
- 7.3 The Buyer shall determine the suitability of the goods for its intended use and shall not rely upon any representations made by or on behalf of 3M.
- 7.4 3M's liability under these conditions shall never exceed the cost of replacement or the price paid by the Buyer for the goods or services.
- 7.5 3M shall not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever suffered by the Buyer whether this loss or damage arises from a breach of duty in contract or in tort or in any other way (including loss or damage arising from 3M's negligence).
- 7.6 Except as set out in these conditions, all warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible by law.

### 8. Termination

If there is appointed a Receiver, Administrator or Administrative Receiver of the Buyer's property or assets or any part of them, or a court order is made or a resolution is passed for the winding-up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the Buyer commits any act of bankruptcy, or any bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside the United Kingdom are commenced), 3M may by notice in writing to the Buyer cancel all orders and contracts between 3M and the Buyer or any part of them remaining unfulfilled.

### 9. Jurisdiction

- 9.1 All contracts between 3M and the Buyer where the goods are shipped to or services are provided in the Republic of Ireland shall be governed and construed in accordance with the Laws of the Republic of Ireland, and the Buyer agrees to submit to the jurisdiction of the Courts of law in the Republic of Ireland in respect of them.
- 9.2 Except as provided in Clause 9.1 above, all contracts between 3M and the Buyer shall be governed and construed in accordance with the Laws of England, and the Buyer agrees to submit to the jurisdiction of the Courts of law in England in respect of them.

## SPECIFIC TERMS TO THE SALE OF INCOGNITO® APPLIANCE SYSTEM

**Right to Return:** Individually manufactured or made-to-measure products are excluded from return.

**Warranty:** 3M warrant the exact suitability of the individual brackets only for the geometry of the teeth represented in the impressions, provided that the doctor providing medical treatment examines the correctness of the appliance in its entirety and all of its components, which have been manufactured by us as custom-made product according to his instructions and at the commencement of the treatment assumes full responsibility for the whole continuance of the treatment. Before making any warranty the Buyer must first have duly complied with the obligations relating to product examination and 3M's complaints procedure.

**Set-Up:** TOP-Service für Lingualtechnik GmbH (a 3M Company) always need one silicon impression for each arch that is to be bonded – for opposing arches a plaster model is sufficient. All impressions and models must be completely disinfected prior to despatch to TOP-Service. Full details regarding impression taking or other detailed information please look at our website [www.incognito.net](http://www.incognito.net) or contact us directly. If you only want us to position one arch, please always indicate if you plan any treatment for the opposing arch – even if it is labial. Please note that all items despatched by us are not classified as sterile.

**Digital Setup:** In the digital workflow a Physical Setup Model will not be created. Therefore Models of Setup and Malocclusion are not included in the delivery. The 3D images of Malocclusion and Setup will be sent as a Adobe 3D PDF to the email address given on the Lab Order Form. The file size can be up to approximately 4MB.

**Manual Setup:** Models of Malocclusion and Setup are included in delivery.

**Data Privacy:** Buyer is responsible for providing all order data meets all applicable laws of customer country (i.e. pseudonymisation or informed patient consent). Since personal health data in the Order Form is considered sensitive health data in the EU, you should use a pseudonym (number) instead of patient name. 3M and its contracted partners process the data from the Lab Order Form solely to fulfil the contracted services in full compliance with the applicable EU and English data protection laws.

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