General Conditions of Sale for New Ancorvis srl

1. Context of application

1.1 Our offers, supplies, and other services - including future ones - towards the individuals referred to in point 1.2 are governed exclusively by these General Conditions. We do not recognise any different or conflicting conditions of the Customer which are not contained in our General Terms and Conditions and have not been expressly approved by us in writing.

1.2 These General Terms and Conditions apply only to individuals who, upon conclusion of the contract, carry out a business activity or an independent professional activity ("Business Professionals"), as well as to legal persons governed by public law. They do not apply to natural persons who conclude the contract for purposes that are not attributable to their business activity or their independent professional activity ("Consumers").

1.3 For third-party software from manufacturers other than New Ancorvis, any licenses of the respective manufacturers are to be prioritised. Upon request, New Ancorvis will make the relevant license conditions of the manufacturer available to the Customer before the contract is concluded.

2. Conclusion of the contract

2.1 The contract is understood to be finalised only when New Ancorvis gives written confirmation to the Customer or starts its execution. Written confirmation by New Ancorvis is required in order for ancillary agreements, verbal clarifications from employees or representatives, or modifications of orders already confirmed to be effective, including modifications of the goods to be supplied.

2.2 New Ancorvis reserves the right to make constructive and material modifications to the products listed in the catalogue, provided that this has no substantial or prejudicial repercussions for the use of the goods in the contract, and that the modifications are acceptable for the Customer.

2.3 New Ancorvis reserves all property rights, copyrights and industrial property rights (including the right to deposit such rights) on cost estimates, images, drawings and other types of documentation; these documents can only be made accessible to third parties in the event that there is not a necessity for secrecy.

3. Delivery term, customer solvency, and delay in acceptance

3.1 The delivery times and dates are understood to be agreed between the contracting parties in a binding manner only if indicated in writing at the time that the contract is concluded. A binding delivery term begins on the date of our order confirmation, not before the customer has comprehensively defined the details of the desired execution. The delivery term is considered to have been met if the circumstances that determine the transfer of risk in accordance with point 4.1 have occurred within the agreed times. However, compliance with the delivery term always presupposes that the obligations and duties have been legitimately and punctually fulfilled by the Customer. New Ancorvis reserves the right to deny the service if the Customer fails to fulfil their contractual obligations.

3.2 The delivery term is adequately extended - even within the overdue period - if force majeure occurs and unforeseen delays arise after the conclusion of the contract which are not attributable to New Ancorvis, provided that such circumstances have an actual effect on the execution of the due performance. This also applies if these circumstances affect subcontractors. New Ancorvis will take care to notify the Customer about the start and end of such delays as soon as possible. If the delay lasts for more than two months or if it is ascertained that it will persist for more than two months, both the Customer and New Ancorvis can withdraw from the contract.

3.3 Regardless of what is specified in point 3.2, New Ancorvis does not fall into arrears with the Customer in the event of incorrect or non-punctual delivery by one of its suppliers. New Ancorvis has the right to terminate the contract if the failed or delayed delivery cannot be attributed to its responsibility.

3.4 If, after the contract is concluded, it appears that New Ancorvis' right to payment is jeopardised by the poor solvency of the Customer, New Ancorvis is entitled to withhold its service and any preparatory work for this. The right to withhold its service lapses if the payment is made or a guarantee is given for its execution. New Ancorvis has the right to grant the Customer an adequate term to carry out the payment/payment guarantee. Once this deadline has expired, New Ancorvis has the right to withdraw from the contract.

3.5 If the Customer is in default in accepting the goods or in paying the purchase price, New Ancorvis has the right to withdraw from the contract and/or to claim compensation for damages in lieu of the service. In the event of exercising the right to compensation for damages in lieu of service, New Ancorvis may claim the following compensation, without the need for proof:

a) 30% of the purchase price, if a standard or mass-produced product is being supplied, and the case referred to in letter b) does not exist, or

b) 100% of the purchase price if the delivery item has become unusable due to default in acceptance by the Customer, or

c) 100% of the purchase price if the delivery item is a non-standard product, made according to the specific indications of the Customer and if New Ancorvis has had to bear the costs necessary to prepare the product for delivery.

New Ancorvis reserves the right to claim for any further damage incurred as a result of the Customer's default.

3.6 If New Ancorvis is in default with the delivery, the Customer has the right to demand delivery or, after an appropriate extension, to withdraw from the contract. New Ancorvis is only liable for any damages deriving from default in service which are within the limits set out in point 8.

4. Delivery, shipping and transfer of risk

4.1 All shipments are made on behalf of the Customer and are at their own risk. The risk passes to the Customer when the shipment leaves the New Ancorvis factory or warehouse. This also applies in the case of partial deliveries. If the shipment is delayed due to circumstances which are not attributable to New Ancorvis, the transfer of risk to the Customer takes place upon notification of "goods ready for shipment".

4.2 In the absence of specific agreements on the methods of shipment, it is up to New Ancorvis to choose the type of shipment at its discretion. Any transportation damage must be notified in writing to both New Ancorvis and the forwarding agent in charge, within a maximum of five (5) days.

4.3 Where New Ancorvis is acting only as a reseller of third-party products and the Customer's obligation to collect has been agreed, New Ancorvis will keep the products available for collection in the manufacturer’s usual packaging, without providing additional packaging for transportation.

4.4 Partial deliveries and services are permitted to a reasonable extent and can be invoiced by New Ancorvis individually.

5. Prices and payment

5.1 All prices are indicated in local currency and, in the absence of specific agreements, are understood to be ex works or ex warehouse, plus packing and shipping costs, plus the statutory VAT.

5.2 The valid price is the price indicated in our written order confirmation or – in the absence of written confirmation – the price shown in the customer price list (catalogue) on the date of the order. The price lists drawn up by New Ancorvis are published on its website and can be modified by the company at any time. It is the Customer’s responsibility to inquire to New Ancorvis about the price in effect on the date that the contract is concluded.

5.3 In the absence of agreements to the contrary, payment must be made within 30 days of the invoice date. Payment is considered to have taken place when New Ancorvis has the correct amount at its disposal (when the payment has actually been credited). If the Customer is in default of payment for a previous delivery, the invoice amount becomes due immediately (invoice date) notwithstanding the first sentence.

5.4 All costs relating to payment, and in particular banking and other fees, are charged to the Customer and are payable immediately.

5.6 If the Customer is in default with the payment, New Ancorvis can demand default interest pursuant to art. 4 and 5 of the legislative decree no. 231/2002.

5.7 The Customer is only entitled to compensation if a final judgement establishes that their offset credit is due, uncontested or has been recognised by New Ancorvis.

5.8 In the event of late payment, the Customer is also required to pay New Ancorvis the costs incurred for the credit recovery, pursuant to art. 6 of Legislative Decree no. 231/02.

6. Retention of title and other guarantees

6.1 New Ancorvis reserves the right of ownership of the goods delivered until the total settlement of all credits, including future ones, (including ancillary credits such as, for example, interest and legal expenses for credit recovery) deriving from the business with the customer. Upon receipt of a cheque, fulfilment occurs when the check is cashed and New Ancorvis can dispose of the relative amount without risk of recourse.

6.2 The Customer has the right to transform the goods received in the course of their regular and usual activity, to transfer them to others under reserved ownership, or to use them in the context of the execution of other third-party contractual services, but not to pledge them or provide them under warranty.

6.3 In the event of arrears in payments or other significant breaches of contractual obligations by the Customer, New Ancorvis has the right to the provisional return of the goods under retention of title or may possibly require the Customer to assign the right to request the return of the goods from third parties. New Ancorvis has the right to proceed with the registration of the retention of title, at the Customer's expense, in the appropriate register of the goods under retention of title. In the absence of an explicit written declaration, the exercise of the right of retention of title and the return of the goods do not result in withdrawal from the contract. New Ancorvis is authorised to make proceeds from the sale, lease or other use of the goods which it has requested to be returned; these proceeds are to be deducted from the Customer's debts, after deduction of an adequate amount of management costs and the amortisation amount. The right to obtain a refund does not extend to the part of the goods that have already been paid for.

7. Verification, notification of defects, rights in the case of defects, and warranty conditions- UNI CEI EN ISO 13485:2021

7.1 In the event of a purchase, the Customer is required to declare in writing, within eight working days of delivery, any defects of any nature, excluding hidden ones, otherwise the goods are considered approved. Hidden defects must be declared in writing within eight working days (Saturday is not considered a working day) from their discovery; otherwise the goods are considered approved also in terms of said defects.

7.2 If, upon delivery of the goods by the shipping company to the customer, any loss or damage to the delivered goods is visible externally, the customer is responsible for having the shipping company certify the loss or damage (damage certificate) and informing New Ancorvis without delay, enclosing this certification. The same applies if the Customer subsequently discovers any loss or damage that was not originally visible on the outside.
7.3 In the event of defects found in the product, New Ancorvis can choose whether to perform the service by repairing or eliminating the defect found, or by supplying a new defect-free product. If the choice is made to eliminate the defect, New Ancorvis will be responsible for all the costs necessary to eliminate the defect, in particular transportation costs, except in the case where these expenses derive from the fact that the goods have been sent to a place other than the place of fulfilment.
In the event of a replacement being supplied, New Ancorvis may require the Customer to return the faulty product. If New Ancorvis is unwilling or unable to proceed with the repair/replacement, or if the repair/replacement fails at least twice, the Buyer has the right to choose to withdraw from the contract or to opt for a reduction in the purchase price if they do not consider further attempts to eliminate the defect to be successful. If the defect is minor, the customer can withdraw from the contract only with the prior consent of New Ancorvis.
7.4 Claims for defects can only be made if the delivered goods have a material defect at the time that the risk is transferred. No claims can be made for defects in the event of inadequate or inappropriate use or treatment of the delivered goods, normal wear and tear, etc.
7.5 New Ancorvis provides a 10-year warranty for the semi-finished product designed and manufactured using cad-cam technology, in the following materials:
- Titanium
- Cobalt Chrome
- Zirconia

7.6 The warranty certifies that the product is free from defects, and that it was made through a production process within a Quality System compliant with the UNI CEI EN ISO 13485:2021 standard and in compliance with the specifications indicated by the customer, including the material.
7.7 In the event of manufacturing defects and breakages, New Ancorvis will remake the defective item from scratch and entirely at its own expense, without prejudice to the provisions of art. 7.3.
7.8 In the event that the damages were caused by improper use or tampering, and therefore were not attributable to negligence on the part of New Ancorvis, the latter will be responsible for the reconstruction of the defective item to the extent of 50%, with shipping costs charged to the customer .
7.9 The replacement under warranty will only be carried out once the New Ancorvis Customer Service office has been notified of:
- the file identification number and sending date for processes where a file has been sent;
- the delivery note for work carried out where a model has been sent;
- the reason for the remake request;
- It is mandatory to return the defective material

7.10 It should be noted that the guarantee is not applicable in the case of manufacturing which is exempt from liability by New Ancorvis.
7.11 With regard to the original implant components used in this process, the warranty in effect is the one recognised by the implant manufacturer.
7.12 In the event of production defects and related breakages, the report must be made to the Customer Service office at New Ancorvis so that it can communicate with the implant company.
For this purpose it is necessary to provide:
- the code and batch number of the defective component (contained in the processing datasheet)
- the file number and sending date for processes where a file has been sent;
- the delivery note for work carried out by sending the model;
- It is mandatory to return the defective material

7.13 The limitation period for claims in the event of product defects is one year from delivery. This does not apply in the event of death, bodily injury or damage to health, or in the event of wilful misconduct.
7.14 For damages due to defective goods being supplied, New Ancorvis is liable only within the limits set out in point 8.

The following conditions are applicable exclusively to the products in the EVOCAM and EVO3D Line and replace the conditions indicated above, taking into consideration the specific features of the product. Anything not expressly considered an exception remains regulated according to the general conditions of sale

7.1 In the event of a purchase, the Buyer is required to declare in writing, within eight working days of delivery, any defects of any nature, excluding hidden ones, indicating the batch number and the file structure number.
7.3 In the event of defects found in the product, New Ancorvis can choose whether to perform the service by repairing or eliminating the defect found, or by supplying a new defect-free product. If the choice is made to eliminate the defect, New Ancorvis will be responsible for all the costs necessary to eliminate the defect, in particular

transportation costs, except in the case where these expenses derive from the fact that the goods have been sent to a place other than the place of fulfilment.
7.3.1 In the event of a replacement being provided, New Ancorvis may require the Buyer to return the faulty product, which must take place within 7 working days, by courier with the related shipping document attached, provided that the product has not been used, tampered with and/or contaminated by body fluids. In these circumstances, instead of returning it, the Purchaser will be permitted to send a photograph, showing the quality and clarity such as to allow the defect to be identified: otherwise, New Ancorvis will not be liable for any defect, and will remain free from every obligation. It is also possible to send the photographic documentation instead, certifying the defect declared, in the event that shipping proves excessively costly (for example, in the case of customs duties being applied), subject to this being specifically and comprehensively requested by the Purchaser and New Ancorvis providing authorisation to do so.
7.3. 2 If New Ancorvis is unwilling or unable to proceed with the repair/replacement, or if the repair/replacement fails at least twice, the Buyer has the right to choose to withdraw from the contract or to opt for a reduction in the purchase price if they do not consider further attempts to eliminate the defect to be successful. If the defect is minor, the customer can withdraw from the contract only with the prior consent of New Ancorvis.
7.5 New Ancorvis provides a 10-year warranty for the semi-finished product designed and manufactured using cad-cam technology, in the following materials: Zirconium, Cobalt Chrome and Titanium.
7.5.1 The warranty recognised by New Ancorvis is limited to two years in the case of semi-finished products designed and manufactured using cad-cam technology in the following materials: S21 Lithium Disilicate - S02 Lithium Silicate - S04 Glass Ceramic - S05 Hybrid Ceramic - S03/S19 Nano Ceramic Resin - S06 Hybrid Ceramic - S07 Composite Resin - S08/S17 Ambarino HC/ML Composite - S09 Glass Fibre - S10/S11 Peek - S13 TechnoPolymer Alum.
7.5.2 The warranty recognised by New Ancorvis is limited to one year in the case of semi-finished products designed and manufactured using cad-cam technology in the following materials: S12/S14/S15/S18/R06 PMMA - R02/ R04/R05/R07/R08 Resin for 3D print
7.5.3 Semi-finished products made of the following materials are excluded from warranty: P02 Alluminio – R03/R10 Resin for 3D print
7.12 In the event of production defects and related breakages, the report must be made to the Customer Service office at New Ancorvis so that it can communicate with the implant company.
For this purpose it is necessary to provide: The batch number of the defective component (contained in the processing datasheet) file number and delivery date for processes carried out by sending files; delivery note for work carried out by sending the model; The return of the defective material is mandatory, except in cases where it is not provided.

The following conditions are applicable exclusively to the products in the GEMINI Line and replace the conditions indicated above, taking into consideration the specific features of the product. Anything not expressly considered an exception remains regulated according to the general conditions of sale

7.1 In the event of a purchase, the Buyer is required to declare in writing, within 90 (ninety) working days from delivery, any defects of any nature, excluding hidden ones, indicating the date of purchase, the code, the quantity and the batch number, also specifying the defect found.
7.3 In the event of defects being found in the product, the faulty product must be returned by the Buyer within 7 working days with the related written request to the New Ancorvis Customer Service, with the shipping document attached. New Ancorvis will then supply a new product to replace the faulty one, at no additional cost to the Buyer.
7.3.1 The defective product can only be returned if it has not been used, tampered with and/or contaminated by body fluids. In these circumstances, instead of returning it, the Purchaser will be permitted to send a photograph, showing the quality and clarity such as to allow the defect to be identified: otherwise, New Ancorvis will not be liable for any defect, and will remain free from every obligation. It is also possible to send the photographic documentation instead, certifying the defect declared, in the event that shipping proves excessively costly (for example, in the case of customs duties being applied), subject to this being specifically and comprehensively requested by the Purchaser and New Ancorvis providing authorisation to do so.
7.3. 2 If New Ancorvis is unwilling or unable to proceed with the repair/replacement, or if the repair/replacement fails at least twice, the Buyer has the right to choose to withdraw from the contract or to opt for a reduction in the purchase price if they do not consider further attempts to eliminate the defect to be successful. If the defect is minor, the customer can withdraw from the contract only with the prior consent of New Ancorvis. It is also possible to send the photographic documentation instead, certifying the defect declared, in the event that shipping proves excessively costly (for example, in the case of customs duties being applied), subject to this being specifically and comprehensively requested by the Purchaser and New Ancorvis providing authorisation to do so.
7.5. New Ancorvis offers a 2-years warranty for the Class I products
New Ancorvis offers a lifetime warranty for the Class IIA and IIB products.

8. Limitation of liability

8.1 New Ancorvis is only liable for cases of wilful misconduct and gross negligence. It is in no way liable for cases of loss of earnings, or for secondary, indirect, special or consequential damages, or other similar types of damages.
8.2 The aforementioned liability exclusions do not apply in the case of wilful concealment of defects or in the case of the quality guarantee being applied, for liability for claims based on the Product Liability Act as well as for bodily injury.
8.3 In the case of certain processes, New Ancorvis may request total exemption from liability, subject to a specific declaration being signed by the Customer.
8.4 All the exclusions and limitations of liability set out in these General Conditions also apply to the personal liability of employees, contractors, collaborators, representatives, assignees and auxiliaries of New Ancorvis.

9. Intellectual property

9.1 The General Conditions and all the contractual agreements connected to them cannot be interpreted in the sense of a transfer to the Customer of the New Ancorvis intellectual property rights on the goods. New Ancorvis remains the exclusive owner of the intellectual property on the goods. Furthermore, all representations, projects, calculations and other documents created by them in accordance with the General Conditions and any other contractual agreement remain the property of New Ancorvis.

10. Specific rules for ordering dental prosthesis and models based on scanned data

10.1 If the Customer orders prosthetic elements by electronically sending data that they have generated themselves (hereinafter referred to as "Electronic Orders"), the following additional rules apply. In the case of electronic orders of prosthetic elements, the Customer waives the right to receive the declaration of acceptance from New Ancorvis. The order can only be sent when the form provided by New Ancorvis via the user interface has been duly completed.
10.2 At the end of each calendar month, New Ancorvis issues an invoice relating to the prosthetic elements supplied to the Customer in that month, based on the electronic orders placed.
10.3 To allow New Ancorvis to fulfil its supply obligations deriving from electronic orders, the Customer is required to comply with its obligations of regular and timely collaboration. In particular, the Customer must ensure that the data has been correctly scanned, is completed with all the necessary information and that the entire scanned data is transmitted to New Ancorvis. Employees operating the scanner and placing the electronic orders must receive appropriate training.
10.4 In the case of electronic orders, New Ancorvis creates the prosthetic elements based on the data transmitted by the Customer and using the material chosen by the latter. Consequently, no claims can be made for defects which are due to incorrect use of the scanner, incorrect transmission of scanned data, transmission of erroneous data, ordering of unsuitable materials or adaptation of the prosthetic elements to the patient. Claims for defects attributable to retouching or corrections of the prosthetic elements or jaw models made by the customer are also excluded.
10.5 In the event of a complaint about defects relating to a prosthetic element, the Customer is required to send New Ancorvis the element or model in question without delay, accompanied by the previously scanned model, to allow New Ancorvis to examine the complaint. If New Ancorvis comes to the conclusion that the Customer has not scanned the model correctly and, therefore, has sent incorrect data, it will immediately inform the Customer and send them the two sets of data as proof. In these cases, New Ancorvis will proceed with the production and shipment of a new prosthetic element or a new maxillary model based on the correct data at the Customer's expense, only after having received instructions to that effect from them.

11. Specific rules for orders sent via the New Ancorvis Internet portal

If the Customer orders products through the New Ancorvis Internet portal, the following additional rules apply:
11.1 The internet portal for the website www.newancorvis.eu is aimed at persons who are authorised according to their professional qualification (dentists, dental laboratories) in Italy.
11.2 Prior registration is required in order to place an order via the Internet portal. The username and password cannot be transferred to third parties. Only registered users of the Internet portal can access the pages dedicated to entering the order data.
11.3 The New Ancorvis offerings on the Internet portal are without obligation. The Customer places the order by entering the requested information in the appropriate field and sending the order to the Internet portal. The customer's order is binding. The Customer first receives an electronic confirmation of the order receipt. New Ancorvis then verifies the data sent by the customer. If the outcome of this check is positive, New Ancorvis accepts and carries out the order.
11.4 Delivery times and dates are binding only if expressly indicated in writing at the time that the contract is concluded. The general information on the Internet portal does not constitute a guarantee of delivery times and dates.

12. Final Provisions

12.1 Unless otherwise agreed, the place of fulfilment is the New Ancorvis headquarters.

12.2 Italian law applies to these General Conditions and to the contractual relationship on which they are based, as well as to any dispute arising from them.
12.3 All disputes deriving from or connected to the General Conditions or to the contract on which they are based are the exclusive jurisdiction of the court of Bologna.
Calderara di Reno
New Ancorvis srl