

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

3DIEMME or We	means 3DIEMME [®] S.r.l. company as identified on your invoice or order confirmation
You	means a person or company purchasing Products from 3DIEMME
Software	RealGUIDE [®] (including all of its versions)
Products	Surgical kits, surgical guides, 3d models, consumables
Services	General and specific services and assistance provided by 3DIEMME.
Terms	means these terms and conditions including any other terms which are incorporated by reference

2. Purchase terms applicable to Software, Products and Services

If you wish to purchase Software, Products or Services through our website www.3diemme.it, we will ask you to provide certain information relating to your purchase, including, without limitation, payment information and other information. Such information will be treated as described in our [Privacy Policy](#). All information you provide to us or our external payment processor must be accurate, current and complete. You ensure and warrant that you have, from a legal point of view, the right to use any credit card, or other means of payment, used to initiate any transaction.

You agree to pay all charges that you or any user of your account and credit card (or other usable payment system) have incurred at the cost in effect at the time such charges arise. You will also be responsible for paying any applicable taxes or duties relating to your purchases. Verification of information related to a purchase may be requested before our acceptance of any order.

Order Placement

When you place an order for the purchase of either Software, Products or Services, the order represents an offer to us to purchase a Product, which is accepted by 3DIEMME when we send our order confirmation.

Software, Products or Services contained in the same order and not confirmed by an Order Confirmation sent by email do not form part of the contract between you and 3DIEMME.

By placing an order, you implicitly declare that the Software and Products ordered will be used exclusively in compliance with the law. We reserve the right, with or without notice, to limit the quantity available, or to discontinue production, of any product; to place or not to place conditions on the fulfilment of any promotion; to prevent any user from making certain purchases or all purchases; and / or to refuse to provide any Product/Software to any user.

Descriptions, images, references, features, content, specifications, products, prices and availability of Software, Products or Services are subject to change without notice, and our current prices can be found on our website and/or through our current price list. Also, all images are not to scale. We do everything possible to accurately display the characteristics of our Software, Products and Services; however, the image you see will depend on your computer system and we cannot guarantee that your computer will display them accurately. 3DIEMME assumes no responsibility for the accuracy or correctness of any description, image, reference, feature, content or specification displayed on its advertising material.



3DIEMME S.r.l.
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support@3diemme.it

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 +39 031 7073353

Some Software, Products or Services may not be available in all markets or may not be approved / authorized by the relevant bodies or may not be licensed for sale.

3DIEMME is continuously striving to improve its Software, Products and Services; therefore, 3DIEMME reserves the right to improve, modify or discontinue Software, Products and Services at any time, or to change specifications and prices without notice and without incurring obligations of any kind.

3. Purchase terms for Software

In the event that you make a purchase of any Software, such purchase may be subject to additional terms and conditions which must be accepted at the time of installation. You are required to read these terms carefully; if you do not agree to accept them, do not use the Software and contact 3DIEMME regarding the return of the Software.

4. Purchase terms for Services

3DIEMME offers treatment planning services and guided surgery services, the scope of which will be agreed upon.

The potential interest in purchasing optional additional services offered by 3DIEMME is described on our website (<https://www.3diemme.it/en/products-and-services/additional-services/>). Such services may include, but are not limited to, customized training, remote support, and software customization.

These services are to be considered customized products. Therefore, pricing can only be determined after an assessment of the Client's specific needs by one of 3DIEMME's technicians. Each service is subject to a separate quotation, depending on the scope, deadlines, and technical requirements defined during this evaluation. Should the Client wish to purchase any of these services in the future, the applicable payment method shall be bank wire transfer or credit card, unless otherwise agreed in writing.

5. Shipment of Products

All orders placed before 12.00 (Central European time zone) will be sent for shipment within the next day, unless the Products are unavailable, and with the exception of customized products. the Products are unavailable, and with the exception of customized products.

As a reference, the shipping times are as follows:

- Modelling and 3D printing surgical template (from the RealGUIDE[®] project): 5 working days from the receipt of the customer confirmation on the final project.
- Consumables
Surgical/Dental Instruments: 5 working days.
- Rapid Prototyping
3D Printing of bone models from Dicom data: 5 working days
3D Printing from final validation. STL File: 2 working days.
- STL file generation from Dicom data
Conversion of Dicom data in STL file: 2 working days

Every effort will be made to supply the ordered Product within the required time frame, however any delivery date communicated is only indicative and is not guaranteed.



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The shipment is made by standard or express courier (selected by 3DIEMME), with costs charged to the customer. For more information on shipping rates, please contact 3DIEMME Customer Service. The Product will be sent with protective packaging, in order to avoid damage during transport.

3DIEMME will not be responsible for delivery errors due to inaccuracies or incompleteness in the completion of the purchase order by You. In the event of non-delivery for reasons attributable to You, the return will be made at the latter's expense.

3DIEMME products are CE and FDA certified medical devices, therefore they may not be available in countries that require certification processes other than those required by the certificates themselves.

Upon delivery of the Products to you by the carrier responsible for their transport, you must check, in the presence of the carrier, that the packaging used for transport is intact, not damaged, moistened or otherwise altered, even only in the materials of packaging. Any anomalies must be immediately reported to the carrier by accepting the delivery with reserve.

You must then check that the quantity and type of Products ordered correspond to what is indicated in the transport document; any discrepancies must be immediately reported via email to 3DIEMME segreteria@3diemme.it

Non-conformities about delivered Products will not be accepted after 15 days from receipt of the same.

6. Product Returns and Exchanges

3DIEMME offers you the possibility to return Products purchased from 3DIEMME according to the terms and conditions set out in this return procedure:

Without prejudice to existing rights pursuant to 3DIEMME Warranty, all Products of the Company shall be accepted for return and/or exchange provided that:

- The sterile packaging of the returned Products has not been opened
- The Products are fit for sale, and the Products have a minimum shelf life of 6 months
- The Products are returned within 15 days from the delivery note.
- Customized products (including surgical guides and 3D models) are non-returnable except in case of proven manufacturing defects. Any such defect must be documented and reported in writing within 15 days of delivery. Claims submitted after this period or without adequate proof will not be accepted.
- Customer must inform before returning the Products 3DIEMME Customer Service and indicate the reason for the return

If the above conditions are fulfilled, you will get a replacement order for 3DIEMME Products with a value equal to or greater than the value of the returned Products.

The customer shall bear the costs and risks of returning the Products. The Products must be returned to the address indicated by 3DIEMME by a delivery method that allows tracking (e.g. courier, such as UPS, DHL, Fedex, TNT, etc.).

Only in the event that the Products are returned due to an error in the preparation and/or shipment of the order by the 3DIEMME, 3DIEMME shall bear the costs and risks related to the return of the Products. In such cases, 3DIEMME shall authorize and organize the collection of the Products.



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3DIEMME may modify or replace this return procedure at any time, in whole or in part. Changes to the return procedure, or its replacement, will not affect the return rights granted pursuant to this return procedure for Products purchased prior to the modification or cancellation date.

This return procedure sets out in full the conditions regarding the return and exchange of Products and replaces all previous agreements and stipulations relating to the return and exchange of Products.

7. Shipment of Software

RealGUIDE® Software Licenses: Installer downloadable from the 3DIEMME website www.3diemme.it Active user (according to software module, type and duration of license) within 2 working days from receiving notification of Customer Service.

- Single-Patient RealGUIDE® Software Generation from Dicom data: 1 working day.
- Dicom /STL superimposition from intraoral optical scanning or dental models (and/or possible scanning of model/radiological template): 2 working days.

8. Payment

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Software	Credit card and Bank wire
Products	Credit card, bank transfer in advance, cash on delivery with payment upon delivery by the courier
Services	Bank transfer in advance

() Cash payments are not allowed. Further payment conditions can be eventually agreed with 3DIEMME.*

In case the 3DIEMME has reasonable doubts about your creditworthiness, 3DIEMME is entitled to request an advance payment or other form of security.

If you fail to make full or partial payment on the due date, without prejudice to any other rights or remedies available to 3DIEMME under the relevant legal provisions, 3DIEMME shall be entitled, upon due notice to the Client, to:

- a) Suspend the license of any of the Software contracted by you;
- b) Suspend any further performance of Services;
- c) suspend any further delivery of Products; and
- d) Charge the statutory interest on any overdue invoice (both before and after any judgment or court order) on the unpaid amount, at the currently applicable statutory rate until payment is made in full.

The costs of collection of overdue payments shall be borne by you.

Billing

A regular electronic invoice will be issued for each order; For this purpose, please provide complete billing information when placing the order (electronic invoicing code included). A courtesy copy of the same will also be sent via email, in pdf format.

It will be the customer's responsibility to print and keep the invoice for all the necessary legal obligations, as required by Presidential Decree 633/72 (and subsequent amendments) and by the resolution of the Italian Ministry of



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9. Warranty

All warranties provided under this warranty we are limited to replacement of the failed product and add-ons within one year from the date of purchase. In particular 3DIEMME will not reimburse the treatment provider or the patient for any additional components, tools, treatment costs or other costs and charges arising from or related to the replacement of the failed product.

This warranty does not apply to products custom made or modified at the request of the treatment provider. Any other products manufactured by third parties are expressly excluded from this warranty.

10. Complaints

For any complaints(*), a signed, stamped and complete complaint questionnaire must be sent to 3DIEMME (form available here [Customer Services & Tech Support | ZimVie EMEA](#)), at support@3diemme.it) accompanied by the defective product and any other components placed by the health care professional within 7 (seven) days of using the product (except for customized products as surgical guides and 3D models whose integrity and compliance need to be verified according to the timelines specified in Section 6)

For RealGUIDE[®] products, complaints must specify the original filename (s) and the appropriate complaint code (s).

()For avoidance of doubt, a complaint means any written communication that alleges deficiencies related to the identity, quality, durability, reliability, safety, effectiveness or performance of a marketed product, including failure of the product, labelling or packaging to meet specifications.*

11. Liability

You assume all risks and responsibilities arising from the use of the Products and Software, whether they are used independently or used in combination with other products not made by 3DIEMME. Under no circumstances will 3DIEMME be liable for indirect or consequential damages.

The 3DIEMME Warranty Program is given in replacement of all implied warranties, and any implied warranties are excluded to the fullest extent permitted. Neither 3DIEMME nor any affiliated company that manufactures or distributes components of 3DIEMME offers any warranty, express or implied, written or oral, with respect to 3DIEMME products, including warranties of merchantability or fitness for any particular use. In addition, 3DIEMME and its affiliates disclaim any liability to a treatment provider for any loss of income, revenue or profit, for a treatment provider's failure to comply with generally accepted standards of dental practice and for all other direct or indirect damages, accidental or consequent resulting or arising from the design, composition, conditions, use or performance of 3DIEMME Products.

Under no circumstances will 3DIEMME be liable for damages of any nature deriving from the use of its products. 3DIEMME strongly recommends attending and completing a recognized postgraduate guided surgery course, and to strictly adhere to the procedures described in the instruction manuals published by 3DIEMME and in the instructions for use. Neither the Products nor any information made available by 3DIEMME are intended to replace the services of a licensed professional healthcare practitioner, or to replace the medical advice of treatment providers.



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12. Compliance with rules

It is your responsibility to verify and comply with all applicable local, state, federal and international laws (including minimum age requirements) regarding the possession, use and sale of any item purchased from 3DIEMME and/or regarding the transmission of information via our website www.3diemme.it. You therefore agree that any Product or Software purchased through 3DIEMME will not be shipped, transferred or exported to any country or used in any manner prohibited by applicable export laws, restrictions or regulations.

13. General Assistance

From Monday to Friday from 09:00 to 12:30 and from 14:30 to 18:00 (except Italian bank holidays):
Phone: +39 031.7073353

Access the dedicated 3DIEMME Help Desk area and receive assistance for any information relating to order management, shipping and billing; commercial and technical information. All through a single channel at your disposal.

Alternatively, write to support@diemme.it



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