



Terms and Conditions

Bosh Laboratories Inc. provides professional design services and dental prosthetics in various CAD systems (collectively, the "Design Services") and manufactured dental prostheses.

Limitation of Liability

You understand and agree that Bosh Laboratories Inc. shall not be liable for any indirect, incidental, special, consequential claims, losses, costs or damages, including but not limited to, damages for loss of profits, revenues and or goodwill resulting from any circumstances beyond Bosh Laboratories Inc.'s reasonable control. To the maximum extent permitted by law you agree that Bosh Laboratories Inc. will not be liable for any interruptions, non-delivery, destruction or other modification, and any events beyond Bosh Laboratories Inc.'s reasonable control.

Severability

In the event that any provision of this Agreement/ Online Booking is unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not affect the other provisions of this Agreement / Online Booking and shall be construed as if such unenforceable or invalid provision had never been contained herein.

Notices

The Parties hereby choose their contact details and addresses as in set out in this Agreement/ Online Booking for the purposes of issuing any notices.

Entire Agreement

The Client agrees that this Agreement/ Online Booking including any documents incorporated herein by reference, constitutes the entire complete and exclusive Agreement/ Online Booking between the client and Bosh Laboratories Inc. regarding the dental design and manufacturing services and supersedes all prior agreements/ online bookings and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement/ Online Booking. Except as set forth otherwise in this Agreement/ Online Booking, this Agreement/ Online Booking cannot be modified or amended except in writing executed by both parties that specifically references this Agreement/ Online Booking and states that it is to amend the Agreement/ Online Booking.

No informal waivers, agreements or representations

Our failure to act with respect to a breach of this Agreement/ Online Booking by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by Bosh Laboratories Inc. shall be deemed legally binding on Bosh Laboratories Inc., unless documented in writing and signed by a duly appointed officer of Bosh Laboratories Inc.

Use Restrictions and Intellectual Property

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Information

The Client is responsible for providing Bosh Laboratories Inc. with all information, including digital scans & design instructions as is necessary for Bosh Laboratories Inc. to complete all Professional Services, including the design of such dental prosthetics. Bosh Laboratories Inc. is not responsible for the accuracy or inaccuracy of any information received from the Client and its Users and transmitted to the laboratory, manufacturer or clinician (including if transmitted via the Bosh Laboratories/ Outcad Websites). Bosh Laboratories Inc. shall complete all dental prosthetics and any other Professional Services from the information that the Client and its Users provide. The Client shall be solely responsible for the final quality control of both the design and manufactured dental prosthetics upon completion.

Client Responsibility for Finished Designs, Images and Products;

The Client is explicitly not permitted to:

- 1) Reverse engineer, decompile, decrypt, disassemble, modify, adapt or extract Bosh Laboratories Inc. designs/design libraries or workflows in whole or in part, except for the use specified in the online booking/file.
- 2) Reuse, export, sell or distribute any Bosh Laboratories Inc. designs/ design libraries or workflows in whole or in part to any third party without the explicit written permission of Bosh Laboratories Inc.

Disclaimer of Warranties as to Professional Services

The Client is fully responsible for all Client Data provided to Bosh Laboratories Inc. as well as for all finished designs, images or other information provided which Bosh Laboratories Inc. will provide to the Client and/or laboratory/(ties), manufacturers or clinicians of the dental products. Bosh Laboratories Inc. makes no representations to the Client or any third party/(ties) regarding the accuracy of any information provided to Bosh Laboratories Inc., nor does Bosh Laboratories Inc. make any representation as to the dental products produced from it, unless the incorrect production of such dental products can be attributed to any circumstances within Bosh Laboratories Inc.'s reasonable control.

Indemnification

The Client agrees to indemnify, defend or to hold Bosh Laboratories Inc. harmless against any claims, causes of action and/or damages to any third party/(ties) resulting from or arising out of the use of Bosh Laboratories Inc. services or from any defect in any dental product manufactured or produced by any laboratory, manufacturer or clinician, if such claim, cause of action or damages can be attributed to any circumstances beyond Bosh Laboratories Inc.'s reasonable control.

Right of Refusal

Bosh Laboratories Inc. reserves the right to reject any cases booked if they are not in agreement with the design instructions received with the booking or the requested treatment plan received from the Client.