

TERMS AND CONDITIONS OF SERVICE

Dental Laboratory Design, Manufacturing and Supply Services

These terms and conditions ("Terms") govern the relationship between Dento Design Inc (Pty) Ltd, trading as DDI ("DDI", "the Laboratory", "we", "us", "our"), and any registered dental practitioner, dental practice, orthodontist, denturist, or other oral health care entity ("the Client", "you") that submits a prescription, impression, digital scan, model, or other case material to DDI for the design, manufacture, or supply of dental appliances, restorations, prosthetics, or related products ("the Products").

By submitting a case, purchase order, or prescription to DDI — whether by hand, courier, email, or via DDI's online case-submission portal — the Client accepts these Terms in full on its own behalf and, where applicable, on behalf of its associated practitioners and staff.

By registering for, or using, any DDI service, website, or portal, you agree to be bound by these Terms in full. If you do not agree to these Terms, you must not register for, or use, any DDI service. These Terms apply to all purchases and sales of Products and services conducted via Dento Design Inc, whether concluded through the website, the case-submission portal, or by any other means.

1. NATURE OF THE RELATIONSHIP

1.1 DDI is a dental laboratory. DDI provides design, manufacturing, and technical services exclusively to registered dental practitioners and practices. DDI does not provide clinical treatment, does not examine or treat patients, and has no doctor-patient relationship with any patient whose case is submitted by the Client.

1.2 The Client remains solely and exclusively responsible for: diagnosis and treatment planning; obtaining the patient's informed consent to treatment; the accuracy and completeness of impressions, scans, bite registrations, shade selection, and prescriptions submitted to DDI; clinical try-in, fitting, adjustment, cementation/insertion, and all after-care of any Product; and all communication with the patient regarding the Product.

1.3 DDI's obligation is limited to designing and manufacturing the Product in conformity with the written prescription and case specifications supplied by the Client, using generally accepted laboratory standards and, where specified, the materials and techniques agreed with the Client.

1.4 Surgical guides are manufactured strictly in accordance with the approved digital planning supplied or approved by the Client. Final responsibility for implant positioning, clinical verification, surgical execution, and patient safety remains entirely with the treating clinician.

2. CASE SUBMISSION, PRESCRIPTIONS AND TURNAROUND

2.1 The Client must submit a complete, legible, and appropriately authorised prescription (in hard copy or digital form) together with accurate impressions or digital scan data for each case. DDI shall not be liable for delay, remake, or non-conformance arising from an incomplete, inaccurate, illegible, or ambiguous prescription or from deficient scan or impression data.

2.2 Quoted turnaround times are estimates only and commence on the date DDI receives a complete, workable case. DDI is not liable for delays caused by courier or postal services, load-shedding or power interruptions, network or data-transmission failure, third-party milling or manufacturing partners, or other events beyond DDI's reasonable control.

2.3 The Client is solely responsible for verifying fit, occlusion, shade, and overall clinical appropriateness of any Product intra-orally before permanent placement, cementation, or delivery to the patient. DDI accepts no responsibility for clinical outcomes once a Product has left the laboratory.

3. FEES, ACCOUNTS AND PAYMENT

3.1 DDI's published price list applies, as amended from time to time on reasonable notice. Invoices are payable within [30] days of invoice date unless a different payment term has been agreed with the Client in writing.

3.2 Interest accrues on overdue accounts from the due date at the maximum rate permitted by law.

3.3 DDI reserves the right to withhold delivery of, or suspend further work on, any case where the Client's account is in arrears, provided reasonable notice is given.

3.4 The Client, not the patient, is liable for all amounts owing to DDI. DDI has no billing relationship with, and will not seek payment directly from, any patient.

3.5 The Client is liable for any bank charges arising from a dishonoured payment, and for all legal costs incurred by DDI in recovering overdue amounts, calculated on the attorney-and-own-client scale, including tracing and collection commission.

4. REMAKES, WARRANTY AND NON-CONFORMANCE

4.1 DDI warrants that each Product will be manufactured in conformity with the Client's prescription and to an acceptable laboratory standard, using the materials specified or agreed.

4.2 Where a Product fails to conform to the prescription due to a manufacturing defect attributable to DDI, DDI will remake or correct the Product at no additional charge, provided the Client reports the non-conformance in writing within [14] days of receipt.

4.3 DDI is not responsible for, and may charge for, remakes required due to: inaccurate or incomplete impressions, scans, or prescriptions; changes to the treatment plan communicated after manufacture has commenced; biological or anatomical factors specific to the patient (e.g. tissue change, parafunction/bruxism, further tooth movement or loss); or damage occurring after the Product has left DDI's premises.

4.4 DDI's total liability arising from any case is limited to remaking the Product or refunding the fee paid for that specific Product. To the maximum extent permitted by law, DDI excludes liability for any indirect, consequential, or clinical loss or damage arising from the use of any Product.

5. CASE MATERIALS, MODELS AND DIGITAL FILES

5.1 Physical impressions, models, and appliances submitted to or returned by DDI travel at the Client's risk; the Client is encouraged to arrange appropriate courier insurance for valuable case material.

5.2 Digital scan files (e.g. intra-oral scan / STL data), design files, and associated case data submitted to DDI are received, processed, and stored by DDI solely for the purpose of fabricating the relevant Product, quality assurance, and record-keeping, in accordance with DDI's Privacy Policy.

5.3 Digital design files created by DDI in fabricating a Product (including CAD files and design workflows) remain DDI's intellectual property. The Client receives the physical Product for use in treating the relevant patient but acquires no rights in DDI's underlying design files, software workflows, or proprietary manufacturing methods.

5.4 DDI may transmit case files to third-party milling centres, printing partners, or manufacturing facilities — including facilities outside South Africa — for fabrication purposes, subject to confidentiality and data protection safeguards consistent with DDI's Privacy Policy.

6. DATA PROTECTION AND CONFIDENTIALITY

6.1 In receiving, processing, and storing patient-identifiable case information (including scans, prescriptions, and any accompanying clinical notes) on the Client's instruction, DDI acts as an Operator as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"), processing such information only for the purpose of, and on the written or electronic instruction implied by, the Client's case submission.

6.2 The Client warrants that it has obtained all patient consent required under POPIA and any other applicable law to submit the relevant patient's personal information to DDI for this purpose, and indemnifies DDI against any claim arising from the Client's failure to do so.

6.3 DDI will apply appropriate technical and organisational security measures to protect case data against loss, unauthorised access, or disclosure, and will not use patient-identifiable case data for any purpose beyond fulfilling the Client's case, save with further consent (for example, the use of anonymised case studies for training, quality improvement, or marketing purposes).

6.4 Full detail on how DDI collects, uses, stores, and shares personal information is set out in DDI's Privacy Policy, available on request from DDI, which is incorporated into these Terms by reference.

7. EXCLUSION OF LIABILITY AND INDEMNITY

7.1 To the maximum extent permitted by law, DDI and its employees shall not be liable for any loss, injury, or damage (direct, indirect, or consequential) suffered by the Client, any patient, or any third party arising from the clinical use, fitting, adjustment, or outcome of any Product, save to the extent such loss arises directly from DDI's gross negligence or wilful misconduct in the design or manufacture of the Product.

7.2 The Client indemnifies DDI and its employees against any claim brought by a patient or third party arising from the Client's diagnosis, treatment planning, prescription, consent process, or clinical use of any Product supplied by DDI.

8. GENERAL

8.1 These Terms are governed by the laws of the Republic of South Africa. The parties submit to the exclusive jurisdiction of the Magistrate's or High Court of South Africa, as appropriate.

8.2 Should any provision of these Terms be or become invalid, unenforceable, or unlawful, that provision shall be severed and the remaining provisions shall continue in full force and effect.

8.3 DDI may amend these Terms from time to time on reasonable notice to the Client (including by posting updated Terms on its website). Continued submission of cases after such notice constitutes acceptance of the amended Terms.

8.4 These Terms, together with DDI's current price list and Privacy Policy, constitute the entire agreement between DDI and the Client in respect of laboratory services, and supersede any prior agreement or understanding, unless varied by a separate signed agreement between the parties.

9. WEBSITE CONTENT AND INTELLECTUAL PROPERTY

9.1 All content on DDI's website — including text, graphics, logos, images, layout, and software — is owned by Dento Design Inc and is protected by South African copyright law and applicable international copyright treaties.

9.2 No part of DDI's website or its content may be copied, reproduced, distributed, or otherwise used without DDI's prior written consent, save for the Client's own internal use in connection with its dealings with DDI.

10. CLIENT ELIGIBILITY

10.1 To register for, or use, any DDI service, the Client (and any individual acting on the Client's behalf) must be 18 years of age or older and have full legal capacity to contract.

10.2 The Client must be a registered, practising dentist or other appropriately registered oral health care professional or practice in good standing with the relevant professional regulatory body, and must furnish proof of such registration to DDI on request.

10.3 DDI may refuse or suspend service to any person or entity that does not meet, or ceases to meet, the eligibility requirements set out in this clause.

11. SUSPENSION AND VOIDING OF AGREEMENTS

11.1 DDI may, at its sole discretion, void, cancel, or suspend any agreement or order with the Client where:

- (a) the order is fraudulent, false, or speculative in nature;
- (b) there is an unresolved or past dispute between DDI and the Client;
- (c) the Client breaches these Terms or engages in unlawful or criminal activity in connection with its dealings with DDI.

11.2 Where DDI voids, cancels, or suspends an agreement under this clause, DDI shall not be liable for any loss suffered by the Client as a result, save for repayment of any amount already paid by the Client for Products not yet supplied.

12. WEBSITE TERMS OF USE AND ECT ACT DISCLOSURES

12.1 In accordance with section 43 of the Electronic Communications and Transactions Act 25 of 2002 ("ECT Act"), DDI provides the following information in respect of its website and online case-submission portal:

- (a) Legal name: Dento Design Inc (Pty) Ltd, trading as DDI. Registration number: 2018/528888/21.

(b) Physical address: 11 Rosebank Road, Dunkeld, Johannesburg, 2196, South Africa.

(c) Contact details: 072 438 1601 | mc@dentodesign.co.za.

(d) Description of goods/services: dental laboratory design, manufacturing, and supply of dental appliances, restorations, prosthetics, and related products to registered dental practitioners and practices.

(e) Pricing and payment terms: as set out in DDI's current price list and clause 3 of these Terms.

(f) Delivery/turnaround: as set out in clause 2 of these Terms.

(g) Returns and non-conformance: governed by clause 4 (Remakes, Warranty and Non-Conformance) of these Terms.

(h) Dispute resolution: the parties will use reasonable efforts to resolve any dispute amicably before resorting to litigation; failing resolution, clause 8 (General) of these Terms governs jurisdiction and applicable law.

12.2 Consumer Protection Act 68 of 2008 ("CPA"): DDI's services are provided to registered dental practitioners and practices acting in the course of their profession or trade, and not to natural persons acting as consumers. Accordingly, the parties agree that the CPA does not apply to transactions between DDI and the Client, to the extent permitted by section 5 of that Act. Where any Client falls outside this exclusion, the applicable provisions of the CPA shall apply to that Client only.

12.3 These website and ECT Act disclosures apply in addition to, and do not replace, DDI's Privacy Policy, which governs the collection and use of personal information.

ACCEPTANCE

Signed on behalf of the Client:

Practice / Client Name: _____

Signatory Name (print): _____

Designation: _____

Signature: _____ Date: _____