



GENERAL TERMS AND CONDITIONS OF USE AND SALE

PREAMBLE:

These General Terms and Conditions of Use and Sale are intended to detail the conditions for using the Site and to govern all sales of 3D modeling of dental medical devices made by DIGISMILE to its Clients (terms starting with a capital letter are defined in Article 1 below).

The Privacy Policy, accessible via this link [<https://www.design4me.com/assets/pdf/design4me.cgv.pdf>], is an integral part of the General Terms and Conditions of Use and Sale.

1. DEFINITIONS

1.1. **CGUV** refers to these General Terms and Conditions of Use of the Site and sale of Product(s).

1.2. **Client** refers to the healthcare professional or dental laboratory that registers on the website <http://www.design4me.com> and places an order for 3D modeling of a dental medical device intended to be manufactured.

1.3. **Contract** has the meaning given to it in Article 2.1 below.

1.4. **Order** refers to any order placed by the Client with DIGISMILE on the Site or via an intraoral camera.

1.5. **Client Account** refers to the personal account created by the Client on the Site to place an order for a Product and provide DIGISMILE with the required information depending on the type of Product ordered.

1.6. **DIGISMILE** refers to the simplified joint-stock company DIGISMILE, with a capital of €5,650, whose registered office is located at 32 Rue Poussin, Paris (75016), France, and registered with the Paris Trade and Companies Register under number 834 786 535 R.C.S. Paris.

1.7. **Personal Data** refers to any information relating to an identified or identifiable natural person, directly or indirectly, particularly by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to their physical, economic, cultural, or social identity. This also includes **Health Personal Data**, which refers to any information regarding the past, present, or future physical or mental health of the Patient (including the provision of healthcare services causing the Order of the Product) that reveals information about the person's health status.

1.8. **Prescription Form** refers to the form accessible from the Site or via an intraoral camera allowing the Client to provide information about the Product they wish to order.

1.9. **Approved Health Data Host** refers to the host of personal health data of patients transmitted by the Client to DIGISMILE.

1.10. **Custom Modeling** refers to the medical device prescribed by a practitioner, specifically designed by DIGISMILE for the exclusive use of a particular patient, with its design characteristics being provided by the Client under their sole and full responsibility. It is reminded that dental prostheses (removable or fixed, such as crowns, bridges, frameworks, etc.) specifically designed for a particular Patient are considered custom medical devices.

1.11. **Points Package** refers to the various pricing packs offered by DIGISMILE, allowing the purchase of a Product on the Site.

1.12. **Patient** refers to any person on whose behalf the Client orders a Product on the Site.

1.13. **Platform** is the Site's intranet space, which includes an instant messaging service available on working days from 9:00 AM to 6:00 PM, allowing the Parties to communicate, track, and validate the Order.

1.14. **Party/Parties** refers individually or collectively, depending on the case, to the Company and/or the Client.

1.15. **Product(s)** refers to the final 3D modeling file of a dental medical device ordered by the Client from DIGISMILE.

1.16. **Site** refers to the website administered by DIGISMILE, accessible at <http://www.design4me.com>, through which (i) Users access the presentation of digital dentistry services offered by DIGISMILE and (ii) the Client orders a Product from DIGISMILE.

1.17. **Company** refers to DIGISMILE.

1.18. **User** refers to any person who visits or browses the Site without creating a Client Account.

2. CONTENT AND SCOPE OF THE CGUV

2.1. **Definition of the Contract.** The CGUV aim to detail the relationships between the Users or Clients on one hand, and DIGISMILE on the other. They define the rights and obligations of DIGISMILE, Users, and Clients in the context of (i) the use of the Site and (ii) the placement of an Order for the acquisition of Products from DIGISMILE. The rights and obligations of the User necessarily apply to the Client.

The general terms and conditions of sale and all the elements detailing the Order validated by DIGISMILE, as well as any Client document accepted by DIGISMILE, constitute the contract between the Client and DIGISMILE relating to the sale of the Company's Products ordered by the Client (hereinafter the **Contract**). The Contract is concluded for the time necessary for the delivery of the ordered Products and until the expiry of the guarantees and obligations under the Contract.

2.2. Acceptance of the CGUV. The CGUV, freely accessible on the Site, are brought to the Client's attention, and the Client must accept them when choosing the Points Package to order a Product. Consequently, any Order for a Product and the subsequent acceptance of the CGUV automatically imply the Client's full, irrevocable, and unconditional adherence to the CGUV. The Contract shall prevail in all circumstances over any other act or document, particularly over any general terms and conditions of purchase of the Client and/or any other act or document emanating from the Client.

No special stipulation or condition can prevail over the CGUV, unless there is a prior, express, and written acceptance by the Company or the conclusion of a specific contract between the Company and the Client. Any contrary condition or stipulation opposed by the Client shall, therefore, be unenforceable against the Company, unless it has been previously, expressly, and in writing accepted by the Company, regardless of whether it has been incidentally or explicitly brought to its attention. Furthermore, the fact that the Company does not invoke any clause of the CGUV at any given time cannot in any case be interpreted as a waiver of its right to invoke any such conditions at a later time.

2.3. Modifications to the CGUV. The CGUV may be modified by DIGISMILE without notice. The new CGUV will apply and take effect as soon as they are implemented. Any Order placed after the implementation of DIGISMILE's new CGUV will be governed by these new CGUV. However, any Order placed under the previous CGUV will remain governed by those previous CGUV.

The confirmation of any Order and the acceptance of DIGISMILE's CGUV at the time of placing such Order constitutes the entire and sole agreement of the Parties regarding the Order, which is the object and the applicable CGUV for such Order. Consequently, the confirmation of any Order and the acceptance of DIGISMILE's CGUV at the time of placing such Order supersedes and cancels any quote, agreement, or other written or verbal arrangement that may have occurred between the Parties prior to the confirmation of that Order and related to the same Order. Any modification of the Parties' agreement on an Order and the CGUV applicable to it can only result from a prior, express, written document signed by DIGISMILE and the Client concerned.

If any condition of the CGUV is declared or becomes null, unenforceable, void, illegal, or inapplicable, this shall not affect the validity, legality, enforceability, or applicability of the other conditions of the CGUV, nor shall it exempt the Parties, particularly the Client, from fulfilling all other conditions of the CGUV. In such a case, DIGISMILE and the Client shall negotiate in good faith to substitute, if possible, the illegal, unenforceable, void, or inapplicable condition or stipulation with a lawful, enforceable, effective, and applicable stipulation corresponding to the spirit and purpose of the CGUV.

The non-exercise by a Party of a right under the CGUV (or a delay in exercising this right) shall not in any case be interpreted as a waiver of that right, and shall in no way affect that Party's right to exercise that right. Similarly, the punctual or partial exercise of a right under the CGUV shall not prevent the concerned Party from subsequently asserting that right in whole or in part.

A Party, particularly a Client, cannot be released from its obligations resulting from the breach of any of the CGUV, nor can it remedy it unless it has obtained the prior, express, written consent of the other Party, particularly that of DIGISMILE.

3. CONDITIONS OF USE OF THE SITE

3.1. Presentation of the Site.

The Site presents the digital dentistry services offered by DIGISMILE. It provides free access to the Company's pricing offers as well as the credit-based pricing details for each type of Product. Users can freely consult the information related to the Products.

The Site also allows the User to create a Client Account and for the Client to access their Client Account.

3.2. Access to the Site.

Accessing and using the Site requires an internet connection, which is the sole responsibility of the User. To access the Site, the User must be an adult individual or a legal entity, acting within the scope of their professional duties.

The information freely available on the Site is provided strictly for professional purposes.

To obtain additional information about DIGISMILE's Products or the Company's pricing offers, the User may be required to fill out a contact form by providing their contact details.

4. ORDER

4.1. General Provisions.

Any Order is placed by the Client on the Site after creating a Client Account and purchasing a Points Package.

The sale is only finalized after validation of the Order by DIGISMILE, in accordance with the provisions set out in Article 4 of the CGUV.

Any cancellation of an Order previously placed and validated by the Client automatically results in the loss of points corresponding to the purchase of the Product.

DIGISMILE reserves the right to accept or refuse any potential request for modification of an Order by a Client that arises after the Order has been placed and validated by that Client.

4.2. Specific Provisions for Custom Modeling Orders.

The Client must specify on the Prescription Form, accessible from the Site or via their intraoral camera, that they are ordering a Custom Modeling.

The Client must provide, under their sole and entire responsibility, the following information:

- The identity of the prescribing practitioner if the Client is a laboratory,
- The anonymized references of the Patient,
- The desired delivery date by selecting a date on the calendar,
- The nature and description of the prosthesis to be made,
- The type of materials used,
- Comments related to the Custom Modeling (e.g., special aesthetic requirements, specific points of contact or occlusion, brand and number of implants in case of the provision of a surgical guide, etc.),
- Additional options (e.g., MODJAW, BELLUS, FORMLABS placement, digital removal of teeth, etc.).

The Custom Modeled Product is created based on:

- The information provided by the Client in the Prescription Form,
- The dental impressions of the Patient taken by the healthcare professional or laboratory and transmitted during the placement of the Order.

It is reminded that the Client is solely responsible for:

- The completeness and accuracy of the information and data provided on the Prescription Form,
- The quality of the Patient's dental impressions,
- The prosthetic treatment plan and implant planning entered on the Prescription Form. In the case of a surgical guide provided as part of the Order, the Client is solely responsible for the placement of dental implants and the design of the guide.

Any dental prosthesis that needs to be remodeled following an error and/or modification by the Client after validation of the Order by DIGISMILE must be the subject of a new Order.

5. PRODUCT ORDER PROCEDURES

5.1. Creation and use of the Client Account.

For any Order, the Client must have previously created an Account by registering on the Site via the "become a client" tab. The Client enters the data necessary for their identification under their full responsibility. The Client commits to providing complete, accurate, and up-to-date information and to not impersonate a third party. The password must be at least 7 (seven) characters long.

The Client Account is strictly personal.

The Client will then identify themselves during each login to the Site using their chosen login and password. This information is personal and confidential. The Client undertakes, in general, to take all necessary measures to ensure the perfect confidentiality of their password and to not share, transfer, or make their password or login available to a third party. It is recommended to regularly renew the password via the "change my password" prompt on the Site.

The identification of the Client on the Site is considered irrefutably and irrevocably attributable to the Client for the operations carried out on the Site using their authentication elements.

The Client can also access, via their Client Account, the history of their orders, the number of points deducted, the invoices for the purchase of points, as well as all of their exchanges on the Site's platform with DIGISMILE's coordinators and designers.

5.2. Order process on the Site.

The online ordering of a Product is carried out in several successive steps:

- The Client logs into their Client Account and clicks on "new request."
- The Client enters the desired delivery date using the calendar, noting that the calendar grid is yellow for orders deliverable in less than 3 (three) business days (excluding weekends and holidays), which incur an additional fee (twice the number of credits), and green for standard orders deliverable in 3 (three) business days or more (excluding weekends and holidays).
- A tab allows the Client to select the "less than 35 minutes" option.
- If this option is chosen, it incurs an additional fee (three times the number of credits). The Order is limited to crowns, bridges, copings, inlay cores, models, and veneers, with a maximum of 3 (three) items. The Order must be validated by DIGISMILE no later than 5:25 PM (Paris time). If not, it will be deliverable the following business day within 35 minutes from the Order's validation.
- The Client enters the anonymized references of the Patient and the identity of the prescribing practitioner if the Client is a dental prosthetic laboratory.
- The Client then completes the Product Prescription Form by adding a task on the Site's platform.
- The Client validates the number of credits corresponding to the Product's price, which will be deducted by DIGISMILE, noting that if the balance is insufficient, a window offering the purchase of the missing points will appear (direct purchase option).
- The Client uploads the Patient's dental impressions as well as the files necessary for the creation of the Product.
- The Client clicks on the "validate" button.

The Client's validation of the Order is indicated by the following icon:



It then appears in the Client Account under the "my files" tab.

As long as the Order has not been validated by DIGISMILE, the Client can still cancel or modify it by clicking the "cancel order" or "modify" button in the "view details" section.

DIGISMILE verifies the quality of the dental impressions transmitted by the Client and reserves the right, in case of insufficient quality (e.g., occlusion, poor distinction of margins, incorrect impression at contact points, or due to poor preparation, etc.), to request new impressions by clicking on the "add new sources" button.

If the Order is modified by DIGISMILE (e.g., added work, modified delivery time, missing credits, etc.), the validation request by the Client will be indicated by the following icon:



DIGISMILE's validation of the Order is indicated by the following icon:



5.3. **Process for sending impressions via intraoral camera.**

The Client must configure their intraoral camera by registering DIGISMILE as a "laboratory" and consult their supplier in case of configuration difficulties for which DIGISMILE cannot, in any case, be held responsible.

Once the camera is configured, the Client can send their Patient's dental impressions to DIGISMILE. Depending on the camera model, the Client can also complete the Prescription Form on the camera's interface. Sending Orders through the camera does not exempt the Client from completing the Prescription Form on the Site. This information is transmitted to DIGISMILE, which will integrate it into the Order being validated on the Site.

No validation can occur unless the Order has been entered on the Site.

5.4. Special provisions.

In the case of an order for a surgical guide, the delivery date entered on the calendar may be unilaterally modified by DIGISMILE, which will inform the Client via the instant messaging system on the Site's platform.

For any Order of a surgical guide, the following files must be provided by the Client and uploaded to the Site: STL format impression, DICOM format radiology, and a photograph of the Patient's face.

No surgical guide design can be finalized without validation from the Client on the Site's platform. An email or electronic notification is sent (to the email address provided by the Client when creating their Account) to invite the Client to validate the implant planning on the Site.

A validation request may also occur for prosthetic cases that require it.

If the Client does not provide validation, the Order will remain pending. The Order status will then be indicated by this icon:



Finally, DIGISMILE reserves the right to modify the urgency level of an Order if it has been entered on the Site without the source files being uploaded.

6. PRICING AND PAYMENT TERMS

6.1. Price.

Each model costs a number of credits calculated based on the type of design, options, and number of elements ordered.

The details of the credit prices are freely available on the Site under the "become a client" and "purchase points" tabs.

The number of credits per model increases depending on the selected delivery date, with a surcharge of x2 for requests deliverable in less than 3 (three) business days (excluding weekends and holidays) and x3 for the "less than 35 minutes" option.

In the case of a "custom work" or "personalized advice" option, DIGISMILE will prepare a quote subject to prior, express, and written approval by the Client.

DIGISMILE offers various "Points Packages" that allow the purchase of credits at a decreasing price based on the number of credits in the Points Package.

THE CLIENT MUST FORMALLY ACCEPT THE CGUV AFTER READING THEM AND THUS CHECK THE BOX PROVIDED TO CONFIRM THEIR ACCEPTANCE WITHOUT ANY RESERVATION.

The credits are deducted from the total initial points in the Points Package once the Client has validated the Order. If the Order is canceled by the Client before validation by DIGISMILE, the points will not be deducted.

Promotional codes that unlock free credits may be offered to the Client at DIGISMILE's discretion.

IMPORTANT => EACH CREDIT HAS A MAXIMUM VALIDITY PERIOD OF 1 (ONE) YEAR.

6.2. Payment.

Payment for Points Packages is made by bank transfer, check, or PayPal transfer via the Site's secure payment system.

The Client Account is credited only after proper receipt and actual cashing of the payment.

IMPORTANT => ANY PURCHASED CREDIT IS NON-REFUNDABLE.

Invoices corresponding to the purchase of Points Packages or individual points are accessible on the Client Account in the "my credits" section.

7. DELIVERY TERMS AND DEADLINES

Unless otherwise agreed between the Parties, the delivery of the final modeling file in SLT or DXD format takes place directly on the Site in the "my files" section of the Client Account.

The status appears as follows:



=> File available but not yet downloaded by the Client



=> File available and downloaded by the Client

As mentioned in Article 5.2 of the CGUV, DIGISMILE has established 3 (three) different delivery times for products:

- The standard delivery time for the Product is 3 (three) business days or more,
- The intermediate delivery time for the Product is less than 3 (three) business days, indicated by this icon:



- The maximum delivery time for the Product is "less than 35 minutes," indicated by this icon:



In the case of a "less than 35 minutes" delivery, the Client can only order crowns, bridges, copings, inlay cores, models, or veneers. The Order is limited to 3 (three) options and must always be subject to prior validation by DIGISMILE.

The countdown starts upon receipt by DIGISMILE of the Order files on the Client Account (order on the Site).

In case of non-compliance with the delivery deadline attributable to DIGISMILE, DIGISMILE will deduct the number of points corresponding to the actual level of delivery.

8. TRANSFER OF OWNERSHIP

The transfer of ownership of the Product takes place when DIGISMILE makes the final modeling file available in the "my files" section of the Client Account.

9. RIGHT OF WITHDRAWAL

Since the Products are intended for professional Clients and not for consumers or non-professionals as defined in the preliminary article of the Consumer Code, Clients do not benefit from a right of withdrawal. In any case, the Products being downloadable digital content, their provision begins immediately after payment validation and Order confirmation, before the end of the fourteen-day period provided by the provisions of the Consumer Code regarding the right of withdrawal.

10. DELETION OF THE CLIENT ACCOUNT

The Client may request the deletion of their Account at any time by writing to **contact@design4me.com**.

The deletion of the Account will be effective within a maximum of 3 months. DIGISMILE recommends that the Client, if they have not already done so, download the Products purchased on the Site to their devices before requesting deletion, in order to continue to have access to them.

The Account will also be deleted in case of inactivity of the Account for an uninterrupted period of twelve (12) months, that is, in the absence of the Client logging into their Account and any communication from the Client to DIGISMILE, by any means, during the same period. The deletion of the Account and the data therein will be effective within a maximum of 3 months from the last connection to the Account.

11. RECEPTION AND WARRANTIES FROM DIGISMILE

11.1. Reception.

Complaints about apparent defects or non-conformity of the delivered Product to the ordered Product must be made in writing (by email to **contact@design4me.com** or via the platform on the Site) within 5 (five) calendar days of the Product being made available. The Client will be required to provide any evidence of the reality of the observed defects or anomalies. They must allow DIGISMILE to ascertain these defects and remedy them. The Client must refrain from intervening themselves or involving a third party for this purpose.

If the non-conformity of the Product or the apparent defect is confirmed, DIGISMILE will proceed with the issuance of a new final modeling file corresponding to the Order. If it is impossible to issue the new file within a reasonable time, the Client will be entitled, at their choice, to request that DIGISMILE either re-credit the number of points used or refund the cost of the Product in cash, to the nearest euro. The Client may not claim any compensation or damages under any circumstances, if the non-conformity or defects affecting the Order are confirmed.

12.2. Guarantees

12.2.1. Scope.

The Products are guaranteed against any design defects for a period of 1 (one) month from the date of their delivery. Interventions under the warranty shall not extend the duration of the warranty. The Client has a period of 10 (ten) calendar days from the discovery of the defect to notify DIGISMILE via the platform on the Site or by email at **contact@design4me.com**. The Client must provide proof of the discovery date. Under this warranty, DIGISMILE's only obligation will be the replacement of the Product.

The Client shall not be entitled to any compensation in the event of immobilization of the Product due to the application of the warranty. The warranty only applies to Products that have regularly become the property of the Client and have been entirely created by DIGISMILE.

12.2.2. Exclusions.

The warranty does not apply to apparent defects. Also excluded are defects and deterioration caused by modifications to the Product that were not planned or specified by the Client.

13. RESPONSIBILITIES AND GUARANTEES OF USERS AND CLIENTS

The User and the Client are solely responsible for their internet connection.

The Client is solely responsible for their Account on the Site, their password, and their Orders. The Client is also responsible for any payment incidents and guarantees that they are fully authorized to pay for any Order in full.

The User and the Client guarantee that they will use the Site and the Products in accordance with their intended purpose, the CGUV, and for lawful purposes.

The User and the Client agree to use the Site and the Products only for their own needs and refrain from commercializing the Products.

The User and the Client agree not to use the Site and the Products for any other purpose contrary to the CGUV, and notably:

- Not to attempt to obtain a password, information related to an Account, or other private information from any other User or Client of the Site, and/or sell, rent, share, lend, and/or in any other way transfer their Account and/or access means to a third party and/or in any other way benefit any third party with their Account;
- Not to modify, distort, block, overload abnormally, disrupt, slow down, and/or impede the normal functioning of any part of the Site and/or Products, or their accessibility to other Users and Clients, or attempt to do any of the above, not sell, rent or commercialize any part of these elements;
- Not to take actions aimed at accessing elements or functionalities of the Site and/or Products whose use has not been authorized by DIGISMILE;
- Not to arrange, modify, decompile, disassemble, engage in reverse engineering, translate, adapt, reproduce, distribute, broadcast, or transfer any information, software, product, and generally any element of the Site and/or Products;
- Not to infringe upon the intellectual and industrial property rights, privacy rights, and/or image rights, or any other rights of DIGISMILE, particularly on the Site, or those of any third party;
- Not to arrange, modify, translate, adapt, reproduce, index, copy, and/or extract any information, software, product, or other element or part of the Site and/or Products by any means without the prior express authorization of DIGISMILE.

Users and Clients agree to comply at all times during the use of the Site and/or Products (i) with the national and international laws and regulations in force and (ii) with these CGUV. They guarantee that they will not use the Site and/or Products for illegal or immoral purposes or for purposes contrary to the intended use of the CGUV and/or their purpose.

14. TERMINATION

The Contract may be terminated by DIGISMILE in the event of:

- The Client's refusal to download the Product within 1 (one) month from its availability;
- Non-payment of the price (or the balance of the price) at the time of placing the Order; or
- Fraud or attempted fraud relating to the use of the Site or payment.

The termination of the Contract will be declared by the sending of a simple email to the Client and will take effect automatically, definitively, and by operation of law for the benefit of DIGISMILE, without any further formalities.

15. ARCHIVING AND DELETION OF FILES

For storage and Site efficiency reasons, an archiving procedure for Orders is carried out after 6 (six) months from the availability of the final modeling file.

Archived Orders remain accessible in the "my files" section of the Client Account on the Site. The source files of archived Orders are deleted by DIGISMILE. The final modeling file is retained as long as the Client has an Account on the Site.

16. APPROVED HEALTH DATA HOSTING

By accepting the CGUV, the Client certifies that they have informed their Patient about the collection, processing, and hosting of their health data by an approved personal health data host.

The Client also certifies that their Patient has not objected to this for a legitimate reason.

In accordance with Article L. 1111-8 of the French Public Health Code, the Patient's personal health data is hosted by the company **AZNETWORK** (<https://aznetwork.eu/hebergeur-de-donnees-de-sante-certifie/>) whose registered office is located at 40, Rue Ampère, 61000 Alençon.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY

The sale of Products does not grant the Client any rights to the intellectual or industrial property rights held by DIGISMILE. All technical documents, products, photographs, trademarks, logos, images, or any other element subject to copyright or know-how provided under the Contract remain the full, entire, and exclusive property of DIGISMILE.

It is therefore prohibited to reproduce in any form, directly or indirectly, the elements referred to in this article, as well as to alter the trademarks, patents, names, acronyms, logos, colors, graphics, or other signs appearing on the elements provided within the Site.

The Site is a work of the mind protected by intellectual property rights. The Site and all its components, including trademarks, logos, domain names, trade names, illustrations, photos, or videos, are the exclusive property of DIGISMILE or third parties holding rights to these elements. Any use of these elements that has not been expressly authorized in writing by DIGISMILE or the third parties holding rights to the elements concerned is prohibited and may constitute an infringement punishable by legal proceedings.

Any reproduction or representation, in whole or in part, of the Site or any of its elements, on any medium whatsoever, for purposes other than accessing and using the Site and the Services, and particularly for commercial purposes, is expressly prohibited. The Site and all its elements, particularly the Services to which it gives access, may not in any way be, in whole or in part, modified, reproduced, represented, distributed, displayed, commercialized, integrated into a derivative work, or otherwise, on any medium whatsoever.

DIGISMILE does not control the content, products, or services available on or from the sites accessible from the advertising banner on the Site.

18. EVIDENCE AGREEMENT

The computerized records stored in DIGISMILE's computer systems, themselves hosted on the secure servers of the company AZNETWORK, will be considered as evidence of communications, Orders, and payments made between the Parties. The storage and archiving of information and data are carried out on a reliable and durable medium in accordance with Article 1379 of the French Civil Code.

The Client acknowledges and accepts that the use of their login and password constitutes an electronic signature under the provisions of the French Civil Code, thereby expressing their consent and serving as evidence.

In the event of a conflict between the computerized systems of DIGISMILE and/or the approved Host and any written document or electronic file in the Client's possession, it is expressly agreed between the Parties that DIGISMILE's and/or the Host's computerized systems shall take precedence over the Client's documents and will be the only admissible evidence.

19. LIABILITY

Each Party is solely responsible for all legal, tax, and contractual obligations resulting from their activity.

DIGISMILE disclaims all liability in the event of the printing or machining of a dental prosthesis that is unsuitable for the Patient due to erroneous information provided by the Client when placing the Order.

DIGISMILE disclaims all liability for the printing or machining of a Custom Modeling that is unsuitable for the Patient due to erroneous information provided by the Client when placing the Order (particularly concerning the custom medical device specified on the Prescription Form) or due to poor-quality dental impressions (e.g., occlusion, poor margin distinction, incorrect impressions at contact points, or due to poor preparation of the dental prosthesis, etc.).

DIGISMILE disclaims all liability for medical procedures, including the fitting and placement of the dental medical device, provided by the Client (practitioner) to their Patient.

In the case of a Product involving a surgical guide provided during the Order, DIGISMILE cannot be held responsible for the surgical operations.

DIGISMILE disclaims all liability for failure to consider recommendations, warnings, and/or advice that the Company may have issued in connection with an Order.

20. FORCE MAJEURE

In the event of the occurrence of a force majeure event as defined by Article 1218 of the French Civil Code, the Parties will be released from their obligations for the duration of the said event unless the resulting delay justifies the automatic termination of the CGUV at the request of either Party. The Parties will then be released from their obligations under the conditions set out in Articles 1351 and 1351-1 of the French Civil Code. A force majeure event is considered to be any event beyond the control of the Parties, which could not have been reasonably foreseen at the time of placing the Order, and whose effects cannot be avoided by appropriate measures.

21. APPLICABLE LAW – DISPUTE RESOLUTION

The CGUV are governed by French law concerning their validity, interpretation, and execution, and will be interpreted in accordance with it.

IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES REGARDING THE VALIDITY, INTERPRETATION, AND/OR EXECUTION OF THE CGUV OR ANYTHING THAT MAY RESULT FROM OR BE CONSEQUENT UPON THEM, THE PARTIES SHALL HAVE 90 (NINETY) DAYS TO FIND AN AMICABLE SOLUTION. FAILING THAT, THE DISPUTE WILL BE SUBMITTED TO THE COMPETENT COURT IN THE JURISDICTION OF THE COURT OF APPEAL OF PARIS.