



SCHÜTZ  **DENTAL**
Micerium Group

Dialog
**IMPLANT
SYSTEM**

implantologia 
GRUPPO
MICERIUM

INDEX

02 Schütz Dental / Micerium S.p.A.

04 Dialog Line

06 Dialog Line Design features

07 Dialog Implants

08 Dialog Conical implant

09 Dialog Drill sequence

10 Dialog Connections

11 Dialog Prosthetics

12 Dialog Impression accessories

13 Dialog Cemented prosthesis

14 Dialog Cemented/
Screwed prosthesis

15 Dialog Multiple
screwed prosthesis

17 Dialog CAD CAM
screwed prosthesis

19 Dialog Abutment Locator®

21 Dialog Tray

22 Dialog Drills

23 General Terms & Conditions



Founded in 1962, **Schütz Dental** has been able to anticipate market trends from the very beginning, creating solutions, services and products that have enabled it to acquire and maintain leadership in the dental sector.

It only manufactures products that are tested to the highest quality standards, offering a full range of products for the laboratory and dental practice, ranging from chemical to high-tech, allowing the partner to benefit from one of the most comprehensive and flexible "Digital Workflows" on the market today. Since July 2018 Schütz Dental has been part of the Micerium Group.



Micerium S.p.A. is certified according to ISO 9001 and ISO 13485 quality standards. The quality management system is measured by the degree of satisfaction of its customers.

Micerium S.p.A. is a company that has been present in the dental sector for more than forty years, operating by designing, manufacturing and distributing medical devices for modern dentistry.

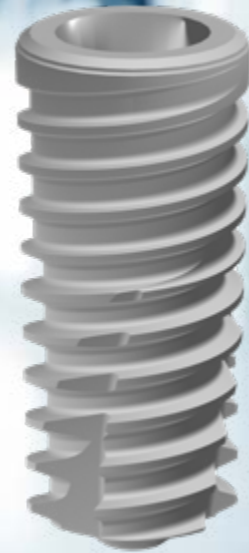
Micerium's objective is to propose innovative, high quality products to the dental and dental technology sector through the use of modern and advanced techniques that contribute to raising the professional level of operators in the sector.



DIALOG LINE

IMPLANT SYSTEM

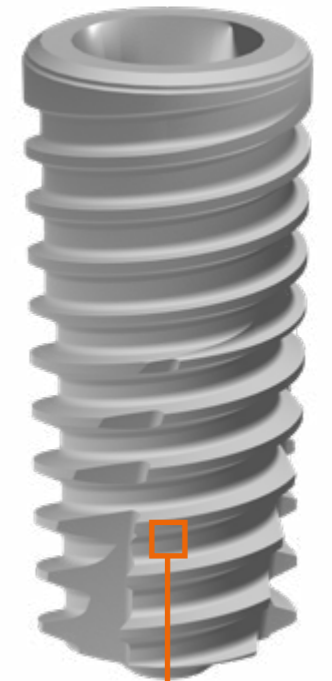
Dialog



DIALOG LINE

GENERAL FEATURES

- One-stage and two-stage bone level
- 11° conical connection with internal hexagon for repositioning of the prosthesis
- Precise interfacing, stable connection
- 3° body taper offers excellent primary stability
- Implant apex: design allowing better penetration and good apical stability
- Possibility to increase primary stability in soft bone
- Availability of a wide variety of diameters and lengths.



DIALOG LINE

PACKAGING

- Sterile implant tube
- 2 in 1: Safe transportation and practical implant mounting support
- Snap system allows easy removal
- Hexagonal index to guarantee position.



DIALOG SURFACE

Thanks to a certified procedure we obtain a surface treatment of high purity.

The sandblasted and etched surface guarantees optimal cell adaptation and rapid, reliable healing. Studies show that a surface roughness between 1.0 and 2.0 μm creates an optimal basis for reliable osseointegration (see Wennerberg/Albrektsson, 2006, International Dentistry SA Vol. 8, No. 6, 2006). Electron microscope measurements show that DIALOG implants have an average surface roughness of 1.25 μm .

Table of parameters: Amplitude parameters according to ISO 4287

Context	Mean	Std dev	Min	Max
Amplitude parameter - Surface roughness profile				
Ra μm Gaussian filter 0.025 mm	1.25	0.101	1.12	1.44
Determination of average roughness Ra = 1.25 μm				

DIALOG LINE Design features

Dialog implants are a bone level type made of medical grade 4 titanium with a conical shaped body. The 11° internal conical connection with hexagonal positioning index provides a good mechanical seal and excellent load distribution.

The thread-design with differentiated depth in the crestal-apical direction promotes the self-threading capacity and excellent primary stability of the implant.



Platform Switching

- Maintenance of biological amplitude
- Reasonable stress distribution to avoid bone resorption

Crestal thread design

- Reduced thread depth allows
- Stress reduction in dense bone
 - Prevention of marginal bone loss

Thread characteristics

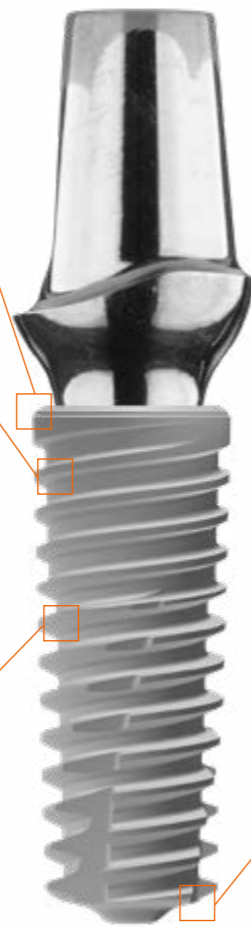
- Double pitch thread
- Self threading
- Improved stress reduction
- Excellent primary stability in all bone qualities

Internal hexagonal connection anti-rotational



Apex design

- Round shaped apex promotes Sinus-Lifting procedures
- Increases primary stability in delayed immediate implantation
- Supports primary stability in soft bone quality

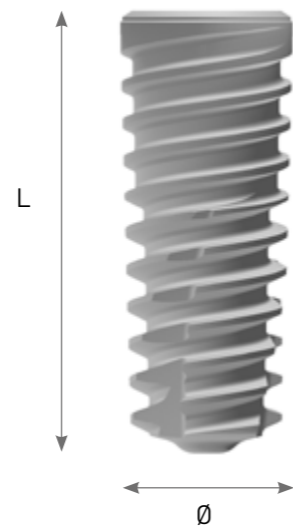


Dialog

IMPLANTS

Dialog Conical implant

- In posterior areas we recommend implants with a suitable diameter



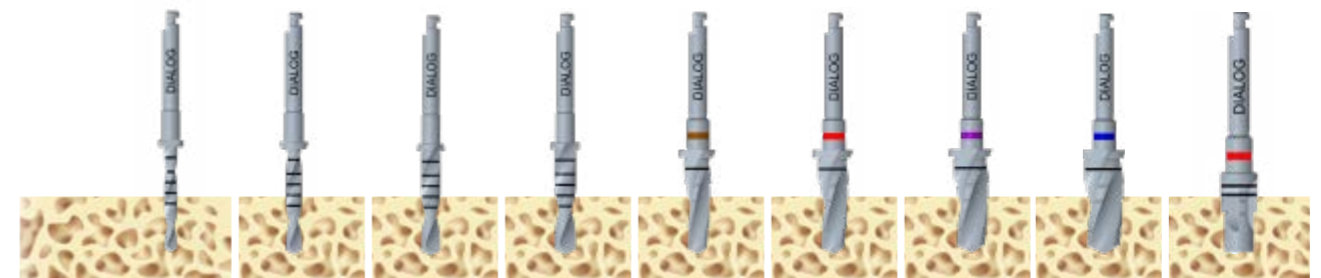
Implant Diameter	Length	6.5	8.0	9.5	11.0	13.0
Ø 3.7	L		8.0	9.5	11.0	13.0
			740480	740481	740482	740483
Ø 4.2	L	6.5	8.0	9.5	11.0	13.0
		740485	740486	740487	740488	740489
Ø 4.8	L	6.5	8.0	9.5	11.0	13.0
		740491	740492	740493	740494	740495
Ø 5.3	L	6.5	8.0	9.5	11.0	13.0
		740497	740498	740499	740500	740501

Color CODE

IMPLANT DIAMETER

- Brown Ø 3.7 mm
- Red Ø 4.2 mm
- Violet Ø 4.8 mm
- Blue Ø 5.3 mm

Dialog Drill sequence



	Start Drill 1.8 mm	Pilot Drill 2.2 mm	Surgical Drill 2.7 mm	Surgical Drill 3.0 mm	Surgical Drill 3.7 mm	Surgical Drill 4.2 mm	Surgical Drill 4.8 mm	Surgical Drill 5.3 mm	Cortical Drill 3.7/4.2 4.8/5.3 mm
	740130	740133	740136	740139	740143-46	740148-52	740154-58	740160-64	740166-69

	3.7 mm								
D1	X	X	X	X	X				X
D2	X	X	X	X*	X				X*
D3	X	X			X				
D4		X			X*				

	4.2 mm								
D1	X	X	X	X	X	X			X
D2	X	X	X	X*	X	X			X*
D3	X		X		X*	X			
D4		X		X		X*			

	4.8 mm								
D1	X	X	X	X	X	X	X		X
D2	X	X	X	X*	X*	X	X		X*
D3	X		X		X	X*	X		
D4		X		X	X		X*		

	5.3 mm								
D1	X	X	X	X	X	X	X	X	X
D2	X	X	X	X	X*	X*	X	X	X*
D3	X		X		X		X*	X	
D4		X		X	X			X*	

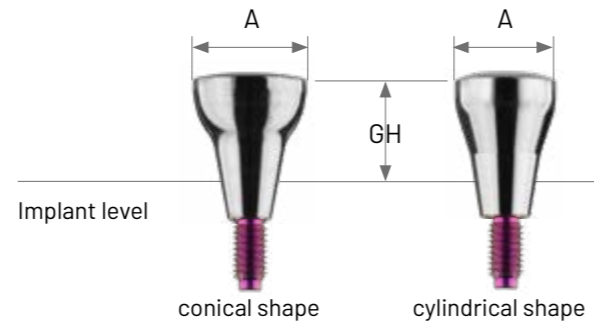
* optional at surgeon's decision

Dialog Connections

The System offers four different surgical diameters ● 3.7 mm - ● 4.2 mm - ● 4.8 mm - ● 5.3 mm but uses only three prosthetic platforms. In this way, the processes from healing screws, to impression taking and prosthetic abutment can be organized in a unique and simple way, both during surgical procedures and production in the laboratory.

Correspondence between implant diameter and prosthetic connection

Implant diameters		Prosthetic connection
Color code:		Color code:
Brown Ø 3.7	● ← ●	Brown Ø 3.3
Red Ø 4.2	● ← ●	Red Ø 4.2
Violet Ø 4.8	● ← ●	
Blue Ø 5.3 / L 6.5	● ← ●	
Blue Ø 5.3	● ← ●	Blue Ø 5.3



Dialog Gingiva former

- Available in conical and cylindrical geometry
- Color code for diameter identification
- Use hexagonal screwdriver: 1.2 mm

Conical	D = 3,3 mm A = 4,4 mm	D = 4,2 mm A = 5,4 mm	D = 5,3 mm A = 6,4 mm
GH	●	●	●
2 mm	638509	638513	638517
3 mm	638510	638514	638518
4 mm	638511	638515	638519
5 mm	638512	638516	638520

Cylindrical	A = 3,3 mm	A = 4,2 mm
GH	●	●
3 mm	638521	638524
4 mm	638522	638525
5 mm	638523	638526

PROSTHETIC CONNECTION	●	●	●
IMPLANT DIAMETER	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm



Dialog Impression accessories

Impression transfer


- Implant level impression
- Use hexagonal screwdriver 1.2 mm
- Packaging: impression post + fixation screw



Open Tray Impression



Description	Size	Ref.
 Impression post for OT, incl. fixation screw short	● 3.3 mm	638858
	● 4.2 mm	638859
	● 5.3 mm	638860
 Impression post for OT, incl. fixation screw long	● 3.3 mm	638861
	● 4.2 mm	638862
	● 5.3 mm	638863

Closed Tray Impression

Description	Size	Ref.
 Impression post for closed impression incl. screw blue and transfer cap	● 3.3 mm	638870
	● 4.2 mm	638871
	● 5.3 mm	638872

Analog/digital laboratory analogue

- To be used on the plaster working model to reproduce the position of the implant

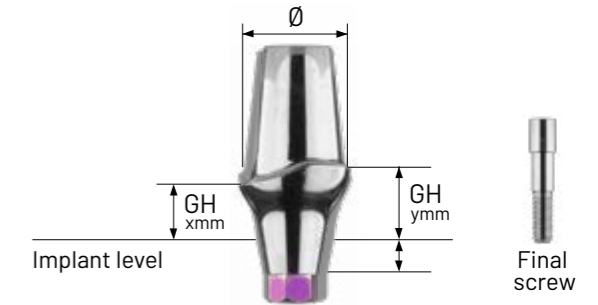
Description	Size	Ref.
 Lab implant	● 3.3 mm	638506
	● 4.2 mm	638507
	● 5.3 mm	638508
 Vertical screw blue 1.5 mm	● 3.3 mm	636658
	● 4.2 mm	
	● 5.3 mm	






Dialog Cemented prosthesis


Abutment for cemented prosthesis




- Screwing with driver 1.2 mm
- Packaging: abutment + Ti screw



Straight Abutment		Ref.		
Description	Diameter	GH 1 mm/1.8 mm	GH 3 mm/3.8 mm	GH 5 mm/5.8 mm
 Conical connector 0° incl. screw	● Ø 3.3 mm	638930	638933	-
	● Ø 4.2 mm	638931	638934	638942
	● Ø 5.3 mm	638932	638935	638943

Angled Abutment		Ref.		
Description	Diameter	GH 1 mm/1.8 mm	GH 3 mm/3.8 mm	GH 5 mm/5.8 mm
 Abutment 15° incl. screw	● Ø 3.3 mm	638936	638939	-
	● Ø 4.2 mm	638937	638940	638944
	● Ø 5.3 mm	638938	638941	638945
 Abutment 20° incl. screw	● Ø 3.3 mm	-	-	-
	● Ø 4.2 mm	-	638946	-
	● Ø 5.3 mm	-	638947	-

Milling Abutment		Ref.
Description	Diameter	H 10 mm
 Conical connector, individually millable	● Ø 3.3 mm	638609
	● Ø 4.2 mm	638610
	● Ø 5.3 mm	638611

Screw		Ref.
 Vertical screw standard 1,5 mm	● Ø 3.3 mm	636649
	● Ø 4.2 mm	
	● Ø 5.3 mm	
 Vertical screw blue 1,5 mm	● Ø 3.3 mm	636658
	● Ø 4.2 mm	
	● Ø 5.3 mm	
 hexagon screw- driver, 1.2 mm, short	short	637117
	long	637118






Dialog Cemented/Screwed prosthesis

Burn-out abutment

- Production of customised abutments
- Individual profiles



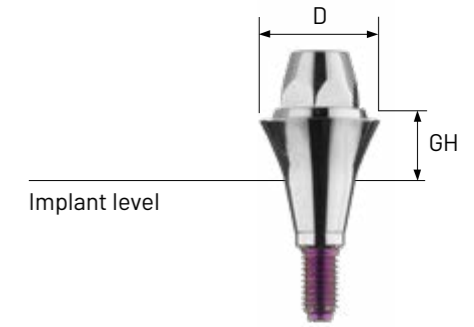
Calcinable			Ref.
Description	Size	Diameter	
 Acrylic abutment incl. screw	● Ø 3.3 mm	Ø 3.8 mm	638924
	● Ø 4.2 mm	Ø 4.9 mm	638925
	● Ø 5.3 mm	Ø 5.9 mm	638926


Accessories			Ref.
Description		Diameter	
 Vertical screw standard	● ● ●	Ø 3.3 / 4.2 / 5.3 mm	636649
 Vertical screw blue	● ● ●	Ø 3.3 / 4.2 / 5.3 mm	636658


PROSTHETIC CONNECTION	Brown ●	Red ●	Blue ●
IMPLANT DIAMETER	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm


Dialog Multiple screwed prosthesis

Multi Unit abutments have been specially developed for occlusally screw-retained permanent and removable bars, bridges, and total restorations. Multi Unit abutments are available in three different angles (0°, 20°, and 30°). The abutments are screwed together directly with the respective implant. This creates a fixed transgingival platform that can be used for all further prosthetic and laboratory measures. The 0° abutments already have a screw thread and are screwed into the implant with the long or short insertion key.



Multi Unit Abutment (MUA)			Ref.
Description	Diameter	GH	
 Multi Unit Abutment 0°	● Ø 3.3 mm	1 mm	638615
	● Ø 4.2 mm		638621
	● Ø 5.3 mm		638643
	● Ø 3.3 mm	3 mm	638616
	● Ø 4.2 mm		638622
	● Ø 5.3 mm		638624

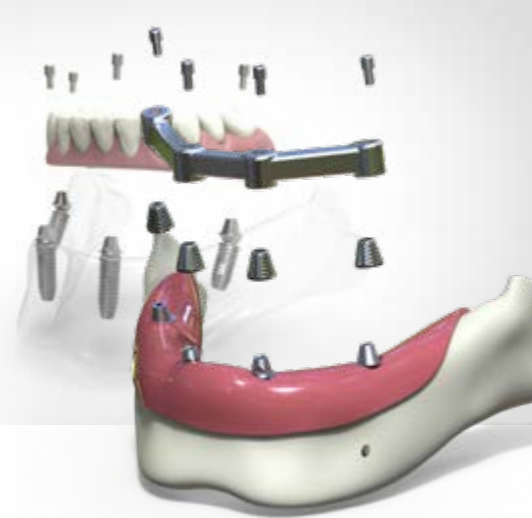
 Multi Unit Abutment 20° incl. screw	● Ø 3.3 mm	1.5 mm	638963
	● Ø 4.2 mm	1.5 mm	638969
	● Ø 5.3 mm	1 mm	638974
	● Ø 3.3 mm	3 mm	638965
	● Ø 4.2 mm		638971
	● Ø 5.3 mm		638976

 Multi Unit Abutment 30° incl. screw	● Ø 3.3 mm	1 mm	638962
	● Ø 4.2 mm		638968
	● Ø 3.3 mm	3 mm	638966
	● Ø 4.2 mm		638972

PROSTHETIC CONNECTION	Brown ●	Red ●	Blue ●
IMPLANT DIAMETER	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm

Dialog Multiple screwed prosthesis

To attach the 20° and 30° abutments to the implant, the vertical screw Multi Unit is used. This is screwed in using the long or short 1.2 mm screwdriver. All laboratory components are secondarily secured to the abutment base with the prosthetics screw using the long or short 1.2 mm screwdriver. For the range of recommended implants, please see the Dialog instructions for use.



Multi Unit Abutment (MUA) Accessories		Ref.
Description		
	Lab implant Multi Unit, long	638638
	Impression post Multi Unit	638628
	Fixation screw open impression for Multi Unit	638629
	Plastic sleeve for Multi Unit	638630
	Metal sleeve for Multi Unit	638631
	Gingiva sleeve PEEK	638632
	Scan abutment for Multi Unit	638633
	Vertical screw for Multi Unit	638634
	Prosthetic screw secondary for Multi Unit Abutment	638636
	Key for insertion aid (for ratchet), width 3	short 637112 long 637104
	Universal Drilling Guide	638637
	Hex screwdriver, width 1.2	short 637117 long 637118

Dialog CAD CAM screwed prosthesis

Abutment for direct screw-retained prosthesis on single implant

Adhesive Base	Description	Diameter	Ref.
	Adhesive base incl. screw GH 0.5 mm	Ø 3.3 mm	638894
		Ø 4.2 mm	638895
		Ø 5.3 mm	638896

- Screwing with driver 1.2 hex.
- Packaging: abutment + Ti screw

CEREC® Abutment	Description	Diameter	Ref.
	Adhesive base CEREC® incl. screw	Ø 3.3 mm	638900
		Ø 4.2 mm	638901
		Ø 5.3 mm	638902








- Screwing with driver 1.2 hex.
- Packaging: abutment + Ti screw

Premilled Abutment	Description	Diameter	Ref.
	PreFace Abutment incl. screw	Ø 3.3 mm	638909
		Ø 4.2 mm	638910
		Ø 5.3 mm	638911
	PreFace Abutment incl. screw	Ø 3.3 mm	638912
		Ø 4.2 mm	638913
		Ø 5.3 mm	638914

- Screwing with driver 1.2 mm
- Packaging: abutment + Ti screw

PROSTHETIC CONNECTION	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm
IMPLANT DIAMETER			

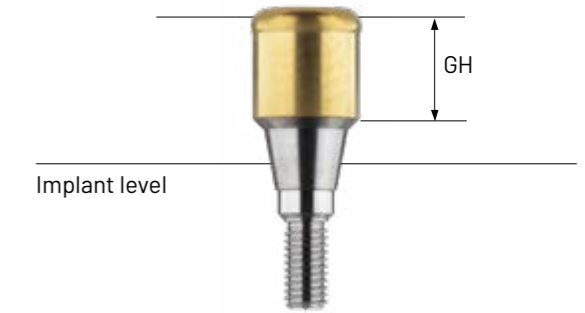
Dialog CAD CAM screwed prosthesis






CAD CAM Accessories	Description	Diameter	Ref.
	Scan abutment incl. screw blue	<ul style="list-style-type: none"> ● ● Ø 3.3 / 4.2 mm ● Ø 5.3 mm 	638877 638878
	Scan Abutment blue screw available separately	<ul style="list-style-type: none"> ● Ø 3.3 mm ● Ø 4.2 mm ● Ø 5.3 mm 	638603 638604 638605
	Vertical screw standard	● ● ● Ø 3.3 / 4.2 / 5.3 mm	636649
	Vertical screw blue	● ● ● Ø 3.3 / 4.2 / 5.3 mm	636658
	Vertical screw POM		638365
	Sebond Implant 5 ml bottle		640075
	Alphalink Implant 2 x 4g cartridge incl. mixing cannula		640076

PROSTHETIC CONNECTION	●	●	●
IMPLANT DIAMETER	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm

Dialog Abutment Locator®










The Locator® abutments are designed for use with implant-retained and mucous-membrane-supported prosthetics for partial and total prostheses in the upper and lower jaw worn resiliently.



Abutment Locator®	Description	Diameter	GH	Ref.
	Locator® Abutment	<ul style="list-style-type: none"> ● ● Ø 3.3 - 4.2 mm ● Ø 5.3 mm 	1 mm	638580 638582
	Locator® Abutment	<ul style="list-style-type: none"> ● ● Ø 3.3 - 4.2 mm ● Ø 5.3 mm 	2 mm	638583 638586
	Locator® Abutment	<ul style="list-style-type: none"> ● ● Ø 3.3 - 4.2 mm ● Ø 5.3 mm 	3 mm	638584 638587
	Locator® Abutment	<ul style="list-style-type: none"> ● ● Ø 3.3 - 4.2 mm ● Ø 5.3 mm 	4 mm	638581 638589
	Locator® Abutment	<ul style="list-style-type: none"> ● ● Ø 3.3 - 4.2 mm ● Ø 5.3 mm 	5 mm	638585 638588

PROSTHETIC CONNECTION	●	●	●
IMPLANT DIAMETER	Brown Ø 3.7 mm	Red Ø 4.2 mm Violet Ø 4.8 mm Blue Ø 5.3/length 6.5	Blue Ø 5.3 mm

The Locator® abutments are primarily characterized by a low vertical height, their unique dual anchor system, and the ability to be used at severe angles with implant divergences of up to 20° per implant. The self-aligning design enables intuitive positioning when inserting and fixing the prosthesis. Various retention inserts with different pull-off forces are available.

Abutment Locator® Accessories		Ref.
Description		
	Locator® impression post	636067
	Locator® lab implant	636068
	Locator® replacement plugin, 4 pcs./clear Locator® replacement plugin, 4 pcs./pink Locator® replacement plugin, 4 pcs./blue	636071 636072 636076
	Locator® plugin, extended range, 4 pcs./green Locator® plugin, extended range	636073 636074
	Locator® matrix set (3 parts)	636070
	Locator® adapter, with contra-angle connector	636075
	Adapter ratchet for Locator adapter contra-angle	636077
	Locator® instrument, three-part	636066
	Locator® impression male 4 pcs.	636059

Dialog Tray









TRAY

- Rational and intuitive layout
- Surgical instruments and drills are available separately




Ref. 740625

Slots available

SURGICAL KIT INSTRUMENTS	Description	Size	Ref.
	Hex screwdriver, width 1.2	Ø 1.2 mm - short Ø 1.2 mm - long	637117 637118
	Torque ratchet		637123
	Depth gauge	6.5 mm - 14.5 mm	635167
	Parallelization aid for implants (2 pcs. recommended)		635166
	Insertion aid	Ø 2.0 mm - short Ø 2.5 mm - short Ø 2.0 mm - long Ø 2.5 mm - long	638691 638692 638693 638694
	Drill extension		635211
	Contra-angle adapter width 1.2 mm	Ø 1.2 mm - long Ø 1.2 mm - short	637105 637106
	Insertion aid long machine-driven	Ø 2.0 mm - long Ø 2.5 mm - long	638577 638578

No Slots available

SURGICAL KIT INSTRUMENTS	Description	Ref.
	Universal Drilling Guide	638637



SURGICAL KIT DRILL	Description	Length	Ref.
	Start drill Ø 1.8 mm		740130
	Pilot drill Ø 2.2 mm		740133
	Surgical drill Ø 2.7 mm		740136
	Surgical drill Ø 3.0 mm		740139
	Taper drill Ø 3.7 mm	8.0 mm	740143
		9.5 mm	740144
		11.0 mm	740145
		13.0 mm	740146
	Taper drill Ø 4.2 mm	6.5 mm	740148
		8.0 mm	740149
		9.5 mm	740150
		11.0 mm	740151
	Taper drill Ø 4.8 mm	13.0 mm	740152
		6.5 mm	740154
		8.0 mm	740155
		9.5 mm	740156
	Taper drill Ø 5.3 mm	11.0 mm	740157
		13.0 mm	740158
		6.5 mm	740160
		8.0 mm	740161
	Cortical drill	9.5 mm	740162
		11.0 mm	740163
		13.0 mm	740164
		3.7 mm	740166
	Cortical drill	4.2 mm	740167
		4.8 mm	740168
		5.3 mm	740169

General Terms and Conditions of Business of Schütz Dental GmbH

Paragraph 1: General – Scope of Conditions

(1) The goods and services and the offers of Schütz Dental GmbH (referred to hereinafter as „the vendor“) are supplied exclusively on the basis of these Conditions of Business. These will also apply to all future business relationships, whether or not they are explicitly agreed separately. These Conditions will be deemed to have been accepted at the latest on taking delivery of the goods or services. Confirmations to the contrary by the purchaser with reference to its own Conditions of Business or Purchase are hereby repudiated.
 (2) The vendor carries out business exclusively with customers (referred to herein-after as „purchasers“) within the meaning of Section 14 of the German Civil Code [BGB]. A prospective purchaser that is not a merchant within the meaning of Section 14 of the German Civil Code but which is a consumer within the meaning of Section 13 of the German Civil Code, is required to notify the vendor of this immediately.
 (3) All agreements reached between the vendor and the purchaser for the purpose of performing this contract shall be recorded in writing.

Paragraph 2: Offer and Conclusion of Contracts

(1) The offers made by the vendor are non-binding and subject to alteration. Declarations of acceptance and all orders must be confirmed by the vendor in writing or by telefax to be legally valid.
 (2) The vendor reserves the right to carry out a creditworthiness check on the purchaser. Depending on the result of the check, the vendor will be entitled to alter its Conditions of Delivery, the payment period or the method of payment. In the event of a negative credit check, the vendor will also be entitled to withdraw from a contract which has already been concluded without incurring liability for damages.
 (3) Drawings/plans, illustrations, weights, measures and other performance data are only binding if this is explicitly agreed in writing.
 (4) Information from prospectuses, price-lists or the offer is not legally binding unless they have become an explicitly integral part of the contract.
 (5) The vendor’s employees are not authorised to issue oral agreements or assurances that exceed the contents of the written contract.
 (6) The purchaser is bound to its order (the purchaser’s contractual offer) for 14 working days. The vendor may accept the order either by written confirmation or by delivering the goods.
 (7) Conclusion of the contract is subject to timely and proper self-delivery by the vendor. Defects in performance shall be notified to the purchaser within an appropriate period.

Paragraph 3: Prices

(1) Unless otherwise stipulated, the vendor will be bound by the prices in its offer for 30 days from the date of the offer. Thereafter, the prices in force at the time the goods are delivered will apply. Otherwise, the prices referred to in the confirmation of the offer plus the applicable statutory value added tax – if this is incurred – will be authoritative. The supply of additional goods and services will be invoiced separately.
 (2) Unless otherwise agreed, the prices will be ex-works plus the cost of packaging and transport. Deliveries will only be insured at the customer’s request and expense. Orthodontic bands, attachments and latches, gold and leads will be routinely shipped via registered mail or registered package at the wish and expense of the purchaser.
 (3) Maintenance, repair work, dismantling and installation work will be invoiced separately according to the time taken plus the cost of materials. The vendor’s effective hourly rates will apply plus the applicable value added tax – if this is incurred, as will any travel time to and from the worksite.
 (4) In the event of any significant change in the order-related personnel or material costs after the contract has been concluded, the vendor will be entitled to adjust the prices accordingly. If requested by the purchaser, the vendor will be required to justify the price-increase. In the event of a price-increase in excess of 10 % of the net price, the purchaser will be entitled to withdraw from the contract within ten days after the price-increase has been announced.
 (5) Any discounts granted by the vendor are to be passed on to the patient by the purchaser/dentist resp. dental technician as provided by law.

Paragraph 4: Delivery and Performance Periods

(1) Delivery dates or periods which can be agreed bindingly or non-bindingly must be in writing.
 (2) The vendor is not responsible for delivery or performance delays due to reasonably unforeseeable events (so-called „Acts of God“) – including in the case of bindingly agreed periods or dates – or for events which make delivery – not only temporarily – considerably difficult or impossible for the vendor – as well as strikes, lock-outs, official instructions etc. In particular, including if these occur with suppliers of the vendor or its subcontractors/sub-suppliers. They entitle the vendor to postpone the delivery, service or performance for the duration of the delay plus an appropriate lead period or to wholly or partially withdraw from the contract due to the still-unfulfilled part.
 (3) If the delay lasts more than three months, the purchaser will, after setting an appropriate grace period, be entitled to withdraw from the contract on the basis of the still-unfulfilled part. If the delivery period is extended or if the vendor is released from its obligation, the purchaser may not derive any compensation claims from this. The vendor may only invoke the circumstances referred to if it informs the purchaser within an appropriate period.
 (4) If the vendor is responsible for failing to comply with binding deadline periods and dates or is in arrears, the purchaser will be entitled to compensation for the delay to the value of half of one percent (0.5 %) for every full week of the delay. However, such claims may not exceed five percent (5 %) of the invoice amount of the goods and services affected by the delivery delay. Claims exceeding this amount will not be recognised unless the delay is due at least to gross negligence on the part of the vendor.
 (5) The vendor is entitled to make partial deliveries and to provide partial performance at any time unless partial delivery or partial performance is unreasonable for the purchaser.
 (6) Compliance with the vendor’s delivery and performance obligations presupposes the timely and proper fulfilment of obligations by the purchaser.
 (7) If the purchaser is in arrears of acceptance, the vendor will be entitled to request compensation for any damage it incurs. With the onset of arrears of acceptance, the risk of accidental deterioration and accidental loss transfers to the purchaser.
 (8) Deliveries are made at the risk of the purchaser, including in the case of free delivery.

Paragraph 5: Transfer of Risk

Risk transfers to the purchaser as soon as the shipment has been given to the person carrying out the transport or has left the vendor’s warehouse for the purpose of shipment. If shipment is delayed at the request of the purchaser, risk transfers to the purchaser when the latter is notified that the goods are ready for shipment.

Paragraph 6: Guarantees

(1) The vendor guarantees that the products are free of manufacturing and material defects; the guarantee-deadline for mechanical parts of the products expires after one year and after six months for electronic parts. The guarantee period begins on the delivery date.
 (2) If the vendor’s operating or maintenance instructions are not followed, if alterations are made to the products, if parts are exchanged or if consumable materials that do not correspond to the original specifications are used, all guarantees will lapse if the purchaser fails to refute a corresponding substantiated statement that one of these circumstances caused the defect. The guarantee will also be invalid if damage is due to the fact that the goods have been worked on or repaired by third parties, if the goods are used for another purpose than that intended, if the instructions for use are not complied with or if the generally accepted rules of technology are ignored.
 (3) Following receipt of the goods, the purchaser must inform the vendor’s customer service management of defects in writing immediately but no later than within one week after delivery. Defects that cannot be detected within this period, including in a careful examination, are to be notified to the vendor in writing immediately following discovery.
 (4) If the purchaser informs the vendor that the products do not correspond to the guarantee, the vendor will, at its option and expense, decide whether the damaged part or machine will be sent to be repaired and then returned to the vendor or whether it (the vendor) will collect the damaged part or device.
 (5) If the repair fails after an appropriate deadline period, the purchaser may, at its option, request a reduction in the purchase price or, in the case of a major defect, request that the contract be cancelled.
 (6) Liability for normal wear and tear will not be accepted.
 (7) Only the direct purchaser is entitled to assert warranty claims against the vendor; these claims are not assignable.
 (8) The purchaser will bear the risk that the goods it has ordered are suitable and have been approved for the purpose it intends. Recommendations on this by the vendor are non-binding.
 (9) A defect to a part of the goods will not lead to or mean a defect to all the goods and will not entitle the purchaser to cancel the contract.
 (10) The vendor gives no guarantee for used parts, equipment or parts that are subject to wear and tear.
 (11) The vendor hereby assigns to the purchaser its existing guarantee claims against the external manufacturer for third-party products that it (the vendor) has procured on behalf of and supplied

to the purchaser. The purchaser hereby declares that it accepts this assignment.
 (12) The aforementioned paragraphs contain the full, complete and exhaustive guarantee for the products and exclude all other guarantee claims of any kind. This does not apply to damages claims arising from assurances on inherent characteristics.

Paragraph 7: Spare Parts

The vendor will supply the relevant spare parts at the applicable spare part prices for a period of five years following delivery of a machine.

Paragraph 8: Retention of Title

(1) Until all claims (including any balance claims from current account) to which the vendor is entitled for any reason in law whatsoever against the purchaser, either now or in the future, have been fulfilled, the vendor is granted the following security which it will, at its option, release on request if their value permanently exceeds the value of the claims by over 20%.
 (2) The goods remain the property of the vendor. Processing or remodelling will be carried out at all times for the vendor as a manufacturer; however, this will not entail any obligation for the vendor. If the vendor’s co-ownership expires due to merging or connection, it is agreed here and now that the purchaser’s co-ownership as per-centage value of the unified item (book value) will transfer to the vendor. The purchaser will store the vendor’s (co-owned) product free of charge. Goods to which the vendor is entitled to any (co-)ownership will be referred to below as reserved goods.
 (3) The purchaser is entitled to process and sell the reserved goods in the course of normal business provided it is not in arrears. Pledging or assignment as security is not permitted. The purchaser assigns here and now all claims by way of security (including any balance claims from current account) arising from the resale or any other reason in law (insurance, prohibited actions) in respect of the reserved goods to the vendor in their entirety. The vendor authorises the purchaser revocably to collect claims assigned to the vendor on its own account and on its own behalf. This collection authority may be revoked only if the purchaser fails to duly fulfil its payment obligations.
 (4) In the event of access to the reserved goods by third parties, in particular in the form of seizure, the purchaser will inform the third parties of ownership by the vendor and inform the vendor immediately so that it (the vendor) may enforce its ownership rights. If the third party is not able to reimburse the vendor for the resulting court or out-of-court costs in this connection, the purchaser will be liable for these.
 (5) In the event of non-contractual conduct on the part of the purchaser – in particular arrears of payment – the vendor will be entitled to take back the reserved goods or, if necessary, demand assignment of the purchaser’s surrender claims against third parties. Taking back or pledging the reserved goods by the vendor will not constitute withdrawal from the contract.

Paragraph 9: Payment

(1) Unless otherwise agreed, the vendor’s invoices are payable without deduction after issue. Contrary to any deviating provisions of the purchaser, the vendor is entitled to initially offset payment against older debts and will inform the purchaser of the nature of the offsetting. If costs or interest have been incurred, the vendor will be entitled to initially offset the costs, then the interest and finally the principal claim from the payment.
 (2) A payment will not be deemed to have been made until the vendor can access the amount. In the case of cheques or bills of exchange, payment will not be deemed to have been made until the cheque or bill of exchange has been credited irrevocably.
 (3) Payment by bill of exchange requires explicit prior approval by the vendor. Costs and expenses are at the expense of the purchaser. The purchaser also bears the risk of timely presentation and protest.
 (4) If the purchaser falls into arrears, the vendor will be entitled to charge interest at the statutory rate – currently nine percent (9 %) over the applicable base lending rate of the Deutsche Bundesbank – as lump-sum compensation from the applicable date. The vendor may produce evidence of any higher damage.
 (5) If the vendor becomes aware of circumstances that cast doubt on the purchaser’s creditworthiness, if the purchaser stops its payments or if the vendor becomes aware of other circumstances that cast doubt on the purchaser’s creditworthiness, the vendor will be entitled to declare all the remaining debt immediately payable, including if it has accepted cheques or bills of exchange. In this case, the vendor will also be entitled to request advance payments or sureties.
 (6) The purchaser is entitled to offset claims, retain title and reduce the purchase price of goods, including if notices of defects or counter-claims are asserted, providing the counter-claims can be established in law or are undisputed.
 (7) Cash payments exceeding an amount of EUR 9,999.00 are excluded.

Paragraph 10: Design Modifications

The vendor reserves the right at any time to make changes to design and products or to change the shape, colour or weight of products; however, it is not obliged to make these alterations to products which have already been delivered.

Paragraph 11: Patents and Copyright

(1) The vendor will release the purchaser and its customers from claims arising from breaches of copyright, trademarks and patents unless the design of a product as delivered originates from the purchaser. The vendor’s indemnity obligation is limited to foreseeable damage in respect of the amount.
 An additional condition for indemnity is that conducting legal disputes will be left to the vendor and that the alleged breach of rights is attributable exclusively to the method of construction of the vendor’s products as delivered without being connected to or used with other products.
 (2) The vendor is, at its option, entitled to be released from the obligations assumed in Subparagraph 1 by either
 a) obtaining the necessary licences in respect of the allegedly breached patents
 or
 b) making an altered product or parts thereof available to the purchaser which, in the event of any exchange for the infringing product or its part, eliminates the allegation of breach of patent concerning the product.
 (3) The vendor reserves its rights of ownership and copyright to drawings, sketches, catalogues, plans and other documentation. These may not be made accessible to third parties without the written permission of the vendor and are to be immediately returned on request.

Paragraph 12: Confidentiality

Unless otherwise explicitly agreed in writing, the information distributed to the vendor in connection with orders is not deemed to be confidential.

Paragraph 13: Limitation of Liability

Damages claims arising from defective performance or from unauthorised actions against both the vendor and its employees will not be recognised except in cases of wilful intent or gross negligence. This will also apply to damages claims for non-performance but only to the extent that the replacement of indirect or consequential damage is requested unless liability is based on an assurance intended to protect the purchaser against the risk of such damage. All liability is limited to foreseeable damage at the time the contract is signed. In all cases, liability on the part of the vendor in accordance with the German Product Liability Act and other claims based on product liability will remain unaffected.

Paragraph 14: Applicable Law; Place of Jurisdiction; Partial Nullity, Ancillary Agreements

(1) The law of the Federal Republic of Germany applies to these Conditions of Business and all legal relationships between the vendor and the purchaser, including the provisions of the UN Convention on the International Sale of Goods (CISG).
 (2) If the purchaser is a merchant within the meaning of the German Commercial Code, is a legal entity in German public law or is a special public fund in German law, the registered offices of the vendor will be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. The vendor is at liberty to bring legal action against the purchaser at the place of latter’s registered offices.
 (3) If any provision of these Conditions of Business is or becomes invalid, void or unenforceable, in whole or in part, the validity, effectiveness and enforceability of the remaining provisions shall not be affected thereby. In place of the void, invalid, inoperable or unenforceable provision of the Conditions of Business, the parties shall endeavor to agree by negotiation upon a provision that is reasonable in terms of place, time, measure and by law and jurisprudence and that, to the extent legally possible, comes as close as possible to what was intended by the parties in terms of the meaning and purpose of the invalid provision. The foregoing shall apply accordingly to any omissions in these Conditions of Business.
 (4) Ancillary agreements or amendments to these General Terms and Conditions of Business must be in writing.



The details listed are examples. We will be glad to provide you with a specific offer.
Errors and omissions excepted. Subject to goods being unsold and to changes without prior notice.

SCHÜTZ  **DENTAL**
Micerium Group

Schütz Dental GmbH • Dieselstr. 5-6 • 61191 Rosbach/Germany • Tel. +49 (0) 6003 814-362 • Fax +49 (0) 6003 814-907
www.schuetz-dental.com • export@schuetz-dental.de



Waikewitsch 06/2024