

Terms of Use

Trading Name: Titan Care Ltd

1. Internet portal for J Dental Care products:

The internet portal on the websites www.titancare.co.uk is directed at registered customers, especially dentists, dental practitioners and dental laboratories in the United Kingdom & Ireland. Customers can order products from J Dental Care ("Products") via the Internet Portal. To be able to order via the Internet Portal prior registration is required. The registration enables Titan Care Ltd (Titan Care) and its affiliates to collect the information necessary for a fast and smooth processing of the order. The pages of the Internet Portal concerning the ordering of Products are only available for registered users of the Internet Portal who fulfil the registration requirements set forth in section 4 of these Terms of Use.

2. Scope and Subject Matter of Terms of Use:

a) These Terms of Use govern the use of the Internet Portal and apply to all users of the Internet Portal. In addition, the "General Terms of Titan Care Ltd regarding the ordering and delivery of J Dental Care products via the Titan Care internet portal" apply to the ordering and delivery of implant prosthetics by registered users via the Internet Portal. b) Titan Care reserves the right to amend these Terms of Use at any time without giving any reason. In case of such an amendment, a notice will inform the user about the amendment. The user can only continue to use the Internet Portal if he/she confirms the amendment by clicking on the notice.

3. Content and Availability of the Internet Portal and Products:

a) The contents made available on the Internet Portal are only of general nature and do not replace a medical or dental treatment or intend to replace any medical or dental treatment. In particular, the Internet Portal does not give any dental or other medical advice. Users who have or think they have medical, dental or any other health problems should seek advice from qualified medical or dental persons. b) Titan Care is entitled to modify, amend or delete all or any parts or contents of the Internet Portal at its sole discretion. c) Titan Care will undertake appropriate efforts to ensure that the contents of the Internet Portal are up-to date and correct. However, Titan Care cannot represent or warrant – neither explicitly nor implicitly – the full availability, correctness or accuracy, topicality or completeness of the contents and excludes all and any liability for damages or disadvantages which may be suffered due to the access or the impossibility to access the Internet Portal or certain contents thereof. d) The Internet Portal can only be used with the current state-of-the-art technology. Technical malfunctions of electricity, transmission or communication networks, hardware or software defects, capacity constraints as well as disruptions for security or maintenance reasons can reduce the possible scope of use of the Internet Portal. Titan Care excludes any representation or warranty with regard to the scope of use of the Internet Portal, respectively does not represent and warrant that the Internet Portal can be fully used at any time. e) The Products listed on this Internet Portal are not allowed to be traded in all countries from which this Internet Portal can be accessed. Every product offered on this Internet Portal therefore is made under the reservation of a valid national authorisation for trading Products. Please contact your local Titan Care representative and ask for a complete and up-to-date list of Products which are available for trading in your market.

4. Registration:

a) Only legal persons and natural persons with the necessary professional and medical qualifications and with unlimited legal capability to do business may register as users of the Internet Portal. The user name and the password provided upon registration may not be transferred to third parties. b) The user has to complete a registration form to be able to register with the Internet Portal. The information entered into the registration form by the user has to be complete and correct and includes first name and surname, current address and phone number, valid email address and, if applicable, the company name. If the data entered into the registration form changes after the registration, the user is obliged to correct the data, respectively notify the changes. c) The user has to provide the complete requested data truthfully. Users whose data is incomplete or obviously wrong, as well as users who try to register by circumventing the registration form can be barred from the use of the Internet Portal. d) The personal data entered into the registration form may be passed on if this is necessary for the performance of an order. The user explicitly agrees to such transfer of the data to third parties. e) After registration the user will receive a confirmation by email to the email address entered by him/her into the registration form. The confirmation contains his/her password.

5. Copyright and other Intellectual Property Rights:

a) Copyrights and other rights regarding the information published on the Internet Portal and the design of the Internet Portal are legally protected and reserved. The copying, dissemination, display, reproduction or other use of the Internet Portal or its contents is prohibited, except for cases of personal or contractually agreed use or where the use complies with the purpose of the Internet Portal. Completed registration and order forms may be commercially used if such use is in relation with the use of the Internet Portal. b) Registered trademarks, labelling rights and other rights contained or used on the Internet Portal are legally protected. Without explicit written consent you are not entitled to amend or use them in any way. This also applies to legal notices regarding such rights.

6. Links and other Third Party Contents:

The Internet Portal may refer to other websites or contain links to other websites operated by third parties. Titan Care excludes all and any liability for the contents of such websites operated by third parties as far as legally possible. It is explicitly mentioned that the contents of such websites are third party contents which Titan Care cannot influence. Hence, Titan Care cannot assume any liability for these websites and contents.

7. Liability:

a) Titan Care shall only assume liability for wilful misconduct or gross negligence. The liability of Titan Care is limited to usual damages foreseeable at the time of the conclusion of a contract. b) With the exception of claims for tort, all claims for damages of a user fall under the statute of limitation within one year after the statutory commencement of the limitation period.

8. Miscellaneous

a) THE EXCLUSIVE PLACE OF JURISDICTION SHALL BE THE REGISTERED OFFICE OF TITAN CARE. b) ENGLISH LAW SHALL EXCLUSIVELY APPLY. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED. c) If any or several of the above provisions of these Terms of Use should be or become entirely or partially invalid, the remaining provisions shall continue to be effective. The invalid provision shall be replaced by the valid provision closest to the intended economical purpose of the invalid provision. The same applies to an omission contained in the contract.

9. Refund

a) Goods may not be returned for credit: (i) if they or the wrapper is in any way defaced or damaged (ii) once they have been removed from their wrapper or undergone any sterilization or disinfection process (iii) after 60 days from the date of the invoice.
b) Credit for returned Goods will only be issued upon determination of acceptable condition, the Company's decision being final regarding the condition of returned goods.

10. Returns Policy

a) Once goods are received by the Buyer, the Buyer has 48 hours to notify the Company of any damages, defects, or shortages. Failure to do so could result in replacement or credit being refused.
b) Goods supplied in accordance with Buyer's individual specifications, even if unopened, may not be returned under any circumstances.
c) A copy of the invoice or delivery note must accompany all returns. If you do not have a copy of either of these.
d) Once the 60-day "return for credit" period has expired, only implants can be returned (and then only for exchange) up to 12 months after date of invoice. Implants can only be considered for exchange if they are in original, unopened packaging with at least one year shelf life left. Upon exchange, a credit will be made for the original price paid and the replacement implant will be invoiced separately and will incur Standard carriage charges.
e) If returned stock does not comply with this policy and is returned, the Buyer will incur Standard carriage charges.
f) Returns may not be processed through your Territory Manager. All returns must be shipped (pre-paid) to the Company warehouse at: Titan Care Ltd - 3rd floor Berkeley House, 18-24 High Street, Edgware, Middlesex HA8 7RP. Telephone: 020 8952 0176

11. Delivery

a) Orders placed before 3:30pm will be dispatched same day for next day delivery, pending product availability. Orders placed after 3:30pm will be dispatched the following business day. Orders should arrive the following business day before 1:00pm unless instructed for earlier deliveries by the buyer.
b) Shipments charges are applied and will be added to the invoice. Saturday Guarantee shipping is available upon request charges may apply
c) All efforts will be made to provide the Product ordered in the time frame requested, however, any delivery date provided to customer is to serve only as an estimation and is not a guarantee.
c) When the customer receives the Products, they must inspect the shipment for any defects or non-conformity. Any discrepancies should be reported to Titan Care Ltd customer service and support within 48 hours of receipt of shipment. After this period it will be deemed that you will have accepted the Products as shipped.

12. Cancellation

a) Customers have the right to cancel their order no later than 14 calendar days after the day you receive your products. To cancel your order within this period and to arrange the return of products, please let us know so we expect the product and once received we will proceed with a credit note.
b) If you decide to cancel your order, you will be responsible for the cost of returning the products to us unless the product was damaged or defective at the date of delivery to you.
c) You'll need to take reasonable care of the products until they're returned. We recommend you pack the products securely and use a recorded-delivery service to return any high value products to us.

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The information provided here is general in nature and is not a substitute for medical or dental care, and is not intended as medical or dental care. If you have or suspect you have a medical, dental or other health problem, you should consult your health care professional. Physicians should read the package insert prior to use.

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