

Removable Prosthetics

MANUAL

DYNA HELIX/OCTALOCK®



**BALL
ATTACHMENT**



Your comfort is our goal!





General Information

Dyna Dental Engineering BV, Bergen op Zoom the Netherlands has implemented and maintains a quality management system for the following field of activities: development, manufacturer and sale of dental implants and medical devices for dental restorations which fulfills the requirements of the following standards: NEN-EN-ISO 9001:2000 and NEN-EN-ISO 13485:2003.

Warning

The descriptions given in this enclosure are insufficient to allow immediate use of all Dyna Implant Systems. Guidance in the handling of the Dyna Helix[®] ART Octalock[®] Implant System and Dyna (Octalock[®]) Implant System by an experienced operator is strongly recommended. Dyna Helix[®] ART Octalock[®] and Dyna (Octalock[®]) Implant Systems must only be used by properly trained dentists/doctors and in combination with original components. For more detailed information please refer to the [Dyna Implant Manuals](#) as well as [Dyna Terms of Guarantee](#) – available on request. With the publication of this instructions for use all previous are no longer valid.

Content package

See label on packaging.

Precautions

Proper planning is essential for successful implant treatment

When damaged exchange attachments immediately (Hard tissues must be treated with care). Do not grind or sandblast.

Improper technique can contribute to implant/prosthesis failure and/or bone loss. Check the overdenture/attachments regularly (every 6 months).

Use only in combination with the original instruments.

Denture cleaning agents should be used with care. Overnight cleaning solutions should be avoided.

Implant mobility, bone loss, infection may be the symptoms of implant failure.

In case of any doubts concerning the use of Dyna products contact Dyna Dental Engineering BV or your local dealer.

Please note:

It is the user of Dyna products who is obliged to determine whether or not any products are suitable for a particular clinical situation. It is the user of Dyna products who is obliged to document in appropriate manner the products used for each patient. Dyna Dental Engineering BV disclaims any liability, express or implied and shall not be responsible for any damages arising from or in connection with any errors in professional judgement or practice in the use or installation of Dyna products. It is the users duty to study the latest developments in dental implantology as well as Dyna Implant Systems and its applications. When using our product intra-orally take proper care to prevent them from being inhaled or ingested.

Handling and Storage

Store in clean, dry, dust-free, dark room at room temperature.

Delivery

Federal law restricts these devices to sale by or on the order of a dentist or a physician.

Traceability of serial/lot numbers

It is the end users responsibility by law to record the serial and/or lot numbers of all products for traceability purposes.





Training

Dyna Dental Engineering BV arranges regular training courses for the beginning and advanced implantologists. The courses are obligatory and are meant to provide the Dyna user with practical and theoretical expertise concerning the use of Dyna Implant System.

Copyright and trademarks

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Explanation Symbols

REF	Catalogue number, article code
SN	Serial number
	Batch code
	Manufacturer
	Attention, read instructions for use
	Single use only – do not reuse

 **0344**
Product complies
with MDD 93/42/EEC



Manufactured by:
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www.dynadental.com



BALL RETAINED OVERDENTURE



The Dyna ball attachment consists of a ball abutment and a Matrix.

Indications

Dyna ball attachments are intended for increasing retention of (partial) overdentures, supported on implants.

Contraindications

All contraindications associated with elective prosthetic rehabilitation on implants should be noticed. The use of Dyna ball attachments is additionally contraindicated in situations where:

- proper articulation can not be restored
- proper alignment of the male and female parts can not be guaranteed
- patients known to be allergic to one or several of the elements contained in the attachment materials. In case of doubt perform preliminary allergological testing

The use of Dyna ball attachments is contraindicated in situations where it is not indicated.

Ball abutments with internal hexagon (delivered together with impression spacer)

DYNA PUSH-IN IMPLANTS

	Art.Nr.
Ø 3.0mm BALL ABUTMENT (Ti) Height 1mm	5760
Ø 3.0mm BALL ABUTMENT (Ti) Height 2mm	5762
Ø 3.0mm BALL ABUTMENT (Ti) Height 3mm	5763
Ø 3.0mm BALL ABUTMENT (Ti) Height 4mm	5764
Ø 3.0mm BALL ABUTMENT (Ti) Height 5mm	5765
Ø 3.6mm BALL ABUTMENT (Ti) Height 2mm	5792
Ø 3.6mm BALL ABUTMENT (Ti) Height 3mm	5793
Ø 3.6mm BALL ABUTMENT (Ti) Height 4mm	5794
Ø 3.6mm BALL ABUTMENT (Ti) Height 5mm	5795
Ø 3.6mm BALL ABUTMENT (Ti) Height 6mm	5796
Ø 4.0mm BALL ABUTMENT (Ti) Height 2mm	5782
Ø 4.0mm BALL ABUTMENT (Ti) Height 3mm	5783
Ø 4.0mm BALL ABUTMENT (Ti) Height 4mm	5784
Ø 4.0mm BALL ABUTMENT (Ti) Height 5mm	5785
Ø 4.0mm BALL ABUTMENT (Ti) Height 6mm	5786





DYNA HELIX ART OCTA SCREW & DYNA OCTALOCK PUSH-IN IMPLANTS

- BALL ABUTMENT OCTA (Ti) Height 0mm (Ø3.6-0.5mm / Ø4.0-0.0mm)
- BALL ABUTMENT OCTA (Ti) Height 1mm (Ø3.6-1.5mm / Ø4.0-1.0mm)
- BALL ABUTMENT OCTA (Ti) Height 2mm (Ø3.6-2.5mm / Ø4.0-2.0mm)
- BALL ABUTMENT OCTA (Ti) Height 3mm (Ø3.6-3.5mm / Ø4.0-3.0mm)
- BALL ABUTMENT OCTA (Ti) Height 4mm (Ø3.6-4.5mm / Ø4.0-4.0mm)
- BALL ABUTMENT OCTA (Ti) Height 5mm (Ø3.6-5.5mm / Ø4.0-5.0mm)
- BALL ABUTMENT OCTA (Ti) Height 6mm (Ø3.6-6.5mm / Ø4.0-6.0mm)

82BL0



82BL1

82BL2

82BL3

82BL4

82BL5

82BL6



EXTENSION LEVEL BALL ABUTMENT OCTA (Ti)
Height 0mm

82EB0



Instruments

DYNA HEX DRIVER TW-S

Art.Nr.
5181S



Ball abutments (closed ball)

DYNA PUSH-IN IMPLANTS

- Ø 3.0mm BALL ABUTMENT (Ti) Height 1mm
- Ø 3.0mm BALL ABUTMENT (Ti) Height 2mm
- Ø 3.0mm BALL ABUTMENT (Ti) Height 3mm
- Ø 3.0mm BALL ABUTMENT (Ti) Height 4mm
- Ø 3.0mm BALL ABUTMENT (Ti) Height 5mm

Art.Nr.
5760C
5762C
5763C
5764C
5765C



DYNA HELIX ART OCTA SCREW & DYNA OCTALOCK PUSH-IN IMPLANTS

- BALL ABUTMENT OCTA (Ti) Height 0mm (Ø3.6-0.5mm / Ø4.0-0.0mm)
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- BALL ABUTMENT OCTA (Ti) Height 6mm (Ø3.6-6.5mm / Ø4.0-6.0mm)

82BL0C

82BL1C

82BL2C

82BL3C

82BL4C

82BL5C

82BL6C



EXTENSION LEVEL BALL ABUTMENT OCTA (Ti)
Height 0mm

82EB0C



Instruments

DYNA SQUARE DRIVER TW

Art.Nr.
10ST1





Instruments for general use

	Art.Nr.
DYNA TORQ SET	5084
DYNA BALL (DE-)ACTIVATOR for Smart Matrix	576869
DYNA BALL ACTIVATOR	5768
DYNA BALL DE-ACTIVATOR	5769
DYNA BALL MATRIX RING POSITIONING INSTRUMENT	5770

Instruments for use with smart matrix

	Art.Nr.
DYNA SMART MATRIX TORQUE WRENCH 8 Ncm	12TW1
DYNA SMART MATRIX EXTRACTOR	12EX1
DYNA SMART MATRIX PARALLEL INSTRUMENT	12PH1

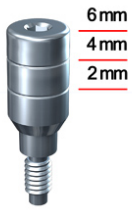
Other components

BALL LABORATORY PATRIX	5767C	
BALL LABORATORY PATRIX 2pcs	5767C-2	
BALL LABORATORY PATRIX FOR 3.0mm	5730C	
BALL LABORATORY PATRIX FOR 3.0mm 2pcs	5730C-2	
BALL LABORATORY PATRIX WITH HOLE	02LP0	
BALL LABORATORY PATRIX WITH HOLE 2pcs	02LP02	
BALL MATRIX with matrix ring	5761S	
BALL MATRIX with matrix ring 2pcs	5761S-2	
BALL MATRIX XL with matrix ring	5761XL	
BALL MATRIX XL with matrix ring 2pcs	5761XL-2	
SMART MATRIX SET with matrix ring	02SM10	
SMART MATRIX SET with matrix ring 2pcs	02SM102	

For more and other information and prices see our pricelist



Instructions



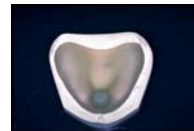
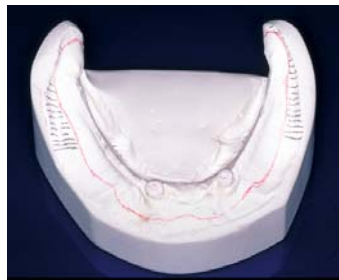
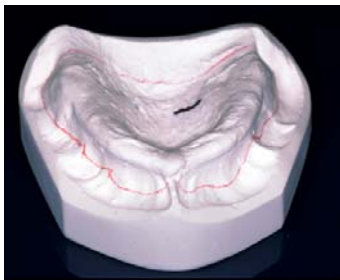
DENTIST

After the healing period determine the height of the ball abutment using the markings on the healing abutments. Choose the lowest possible (0,5mm to max. 1,5mm above mucosa level taking in consideration the horizontal plane). Order the chosen ball abutments. Make a full arch alginate impression of the maxilla and mandible. Send it to the lab for pouring in a working cast and impression tray.



LABORATORY

Pour out the impressions and make the outlines for the individual impression tray. Make the individual impression trays (closed tray technique). Realize sufficient space around the abutments and send the trays to the dentist.



DENTIST

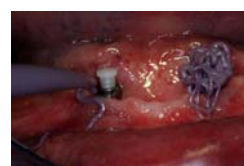
Remove the healing abutments with the Dyna Hex driver. Tighten the final ball abutments with hex driver (art.no. 5181S for abutments with internal hexagon) or square driver (art.no. 10SD1 for abutments with a closed ball) and with the torque wrench (art.no. 5084) to 30Ncm. Verify the connection with e.g. X-ray photo. Verify intra-orally the custom tray. There should be enough space around and above the abutments.



Art.no. 5181S



Place the ball impression spacers on the ball abutments (only possible for abutments with internal hexagon). Inject the light body material around the ball abutments and fill the tray with heavier body material. Use laboratory analogues with an opening in the ball area (art.no. 02LP0).





Art.no. 5084

Note: It is also possible to make the impression without impression spacers on abutments with internal hexagon. In this case use the laboratory analogues with an opening in the ball area (art.no. 02LP0) or laboratory analogues with a square part (for abutments with a closed ball, art.no. 5767c for octa and 5730c for dyna d3.0mm).



For abutments with a closed ball always make an impression directly on the abutments!



Art.no. 10ST1



LABORATORY

Verify the position of the impression spacers in the impression. Press the ball laboratory analogues into the impression spacers. Pour the impressions in die stone – laboratory patrices are incorporated within the working cast. Fabricate base plate and create occlusal registration rim.



DENTIST

Insert the base plate with the wax occlusal rim and make a intra-oral seagull bite registration.

Remove it from the patient's mouth and reassemble everything on the working cast.

Select the teeth and send the materials to the lab for fabrication of the wax try-in

Art.no. 02SM12



Art.no. 02SM11





LABORATORY

Mount the working cast and opposing model in the articulator.

Produce wax try-in with or without matrices and send the denture to the dentist.



DENTIST

Place the try-in the mouth. Make necessary adjustments. Evaluate aesthetics and phonetics. Ask for patient's approval. Remove the denture from the mouth and return the denture to the lab.

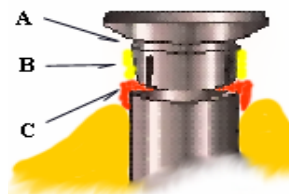


LABORATORY

Choose the right path of insertion for the denture in the surveyor. Snap the matrices onto the laboratory patrices, verify the parallel position and block out undercuts with the rubber ring or for example wax, plaster or a silicone material (e.g. Flexistone®). Position of the matrices during pressing must be unchanged.



- A - free space
- B - PVC ring
- C - blocking material



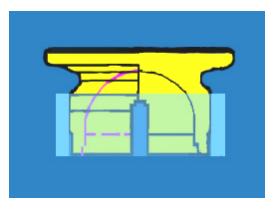


For the Smart Matrix the Dyna Smart Matrix Parallel Instrument can be used to realize exact parallel positioning of the Smart Matrices.

Art.no. 12PH1



Check the position of the transparent/red ring, the lamellae need to be covered entirely. Matrices are delivered with PVC rings placed around the matrix lamellae. It protects lamellae and enables de- and activation after finishing the prosthesis. In cases where the PVC ring is missing it has to be placed before fixing the matrix. Use the Dyna Ball Matrix Ring Positioning Instrument (see product catalogue).



correct



incorrect

Note:

*To minimise the instability of the denture (wobble effect) it is recommended to use a so called **resilient matrix fixation method**. Create space between the matrix and the matrix, blocking out the undercuts as well.*



With Dyna Magnet Bond (4 Meta cold cure resin) the position of the matrices can be secured. Because of the chemical bond fracture and decolourisation around the matrices will be prevented.



Fabricate the denture following standard laboratory procedures. After finishing the denture, remove the PVC rings. Finish and carefully polish the overdenture.





With the Dyna Smart Matrix finishing and polishing is more easy as the Smart Matrix Gold can be unscrewed from the Smart Matrix retention part. This also facilitates exchanging the Smart Matrix Gold when necessary.

After polishing the denture the Smart Matrix Gold can be tightened with the Smart matrix Torque Wrench (8Ncm). Because of its maximum torque the Smart Matrix Gold can not be damaged.



Note:

The retention of the matrices easily can be checked by means of a laboratory patrix. Fix a laboratory patrix in a handle and just push it into the matrix. When you take it out you easily can verify the retention. Adjust when necessary with the Dyna Ball (de-) Activator.

Art.no. 12TW1



DENTIST

In the first weeks the torque force can change. Check the torque of the ball abutments (30 Ncm).

Insert the finished denture into the patient's mouth and snap it onto the abutments. Make final adjustments if necessary. Instruct the patient in the use and care of the prosthesis, and provide adequate hygiene information and training.





Note:

*Matrices are delivered with set pull out force. When activating or deactivating use only original instruments and always do it **carefully**. Too strong **deactivating** may push lamellae too much outside **which makes the activating impossible !!!**.*

It is possible to fix matrices chair side with Dyna Magnet Bond. In this situation the laboratory has to produce the prosthesis with sufficient space over and around abutments. Then the dentist has to place matrices on matrices himself block it out and fix with Dyna Magnet Bond. Beware of undercuts!



Art.no.576869



Art.no.5768

Art.no. 5769



REBASE PROCEDURE

Dyna Smart Matrix

Unscrew the Smart Matrix Gold with the Smart Matrix Torque Wrench and make the impression with the denture without impression spacers.



Fabricate the model with the Laboratory Patrices for impression with or without impression spacer.



Remove the Smart Matrix retention part in the denture by means of the Smart matrix Extractor.

Heat the extractor in a flame, screw it into the retention part of the Smart Matrix. Wait until the acrylic around the retention part is soft and pull out.



Art.no. 12EX1



Reassemble the Smart matrix, continue the procedure as described in this manual and realize the rebase as usual.



Art.no. 02SM10
Smart Matrix Set



Dyna Matrix

Remove matrices from the denture by means of a little burr. *Take care not to damage it.*

Another possibility is to heat the matrix with a laboratory analogue. With the heated analogue the matrix can easily be removed. If overheated you have to harden the gold matrix again in the oven before fixation in the denture.

Place the impression spacers on the patrix.



Impression can also be taken without Impression spacers. Special Laboratory patrices must be ordered.





Take the impression (pick up technique with existing denture)

Check the impression. Place the ball laboratory patrices in impression spacers and check whether they fit well.



Cast the working model and follow the instructions as described in this manual.



Place the PVC rings around matrix lamellae (matrix ring positioning instrument)

- separate the handle and the core
- put two pvc rings on the core (they can be inserted only from one side)
- put the handle back on the core
- place the instrument inside the matrix
- gently push on the handle sliding the ring around lamellae.



Art.no. 5770

Note:

The PVC should be placed around the lamellae not covering the retention ridge.



Continue the procedure as described in this manual and realize the rebase as usual.

Insert the overdenture and check for fit, function and aesthetics. Make necessary adjustments.





Packaging & Labelling

How to open the packaging



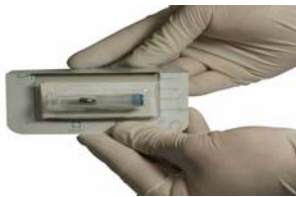
1.



2.



3.



4.



5.



6.



7.



8.



9.

How to use labels for traceability purposes



1.



2.



GENERAL CONDITIONS OF SALE AND DELIVERY OF THE PRIVATE LIMITED LIABILITY COMPANY DYNA DENTAL ENGINEERING B.V., ESTABLISHED IN BERGEN OP ZOOM (NL) AT KORENBEURSSTRAAT 26, AND REGISTERED AT THE BREDA CHAMBER OF COMMERCE (1997)

Art I General

In these conditions of delivery the following definitions shall apply:

- product: goods as well as services,

- service: the installation/assembly of products and the organisation of courses and presentations.

In these conditions the following terms shall also be taken to mean:
the supplier: Dyna Dental Engineering BV, the buyer/customer: anyone, or any business, acting under whatever legal form, with which Dyna Dental Engineering B.V. had concluded a written agreement with regard to the delivery of goods and/or the provision of services.

- parties: supplier and buyer/customer

- service: the installation/assembly of products and the organisation of courses and presentations.

Art. II Offers

1. All agreements between the supplier and the buyer/customer are governed by these General Conditions unless and to the extent specifically agreed otherwise in writing and signed by both parties.

2. All suppliers' offers, in whatever form they are made, are without prejudice: the supplier is only bound after it has definitively accepted an order or confirmed a sale in writing; all agreements or promises which it may have made previously and which it has not accepted in writing shall be null and void.

Art III Agreement

1. If the agreement has been concluded in writing, it shall be formed on the day of signature of the contract by the parties.

2. A change in and/or addition to an agreement shall only be formed if it has been expressly accepted by the parties in writing.

3. Oral promises by and agreements with (subordinates of) the supplier shall not be binding on the supplier until and to the extent that they have been confirmed by it in writing.

Art. IV Price

1. The sale's price is calculated for deliveries ex-warehouse. The sale's price is based on the prices, exchange rates, wages, taxes, duties, costs, etc. which exist at the time of the confirmation. In the event that one or more is increased the supplier is entitled to change agreed prices accordingly, even if the increase takes place by virtue of circumstances which were already foreseeable at the time of the offer or acceptance or confirmation, all this under observance of the applicable statutory provisions. For deliveries amounting to less than a total amount of Euro 400.00 (in words: four hundred Euro) per order then not only the dispatch costs, but also any other costs, including handling costs, are charged.

2. Any installation work, and also the costs for any courses and accompaniment, are always for the account of the buyer, unless agreement to the contrary is made in writing.

Art. V Delivery time

1. The delivery time shall commence on the last of the following times:

a. the day of formation of the agreement;

b. the day of receipt by the supplier of the documents, details, permits etc. which are necessary for the performance of the agreement;

c. the day that the formalities which are necessary for the commencement of the work have been fulfilled;

d. the day of receipt by the supplier of what should have been paid in advance according to the agreement before the work was commenced.

If a date or week of delivery has been agreed upon, the delivery time shall commence on the agreed date.

2. The delivery time is based on the work circumstances which apply at the time of the conclusion of the agreement and on a time delivery of the materials ordered by the supplier for the performance of the work. If a delay arises outside of the fault of the supplier as a result of changes in the said circumstances or as a result of the fact that the materials necessary for the performance of the work which were ordered in time are not delivered in time, the delivery time shall be extended as far as is necessary.

3. The product shall, in terms of the delivery time, be considered to have been delivered if, in the event that an inspection in the business of the supplier has been agreed upon, it is ready for inspection, and in all other cases when it is ready for dispatch, all this after the customer has been notified thereof in writing and without prejudice to the obligation of the supplier to comply with any assembly/installation obligations which it may have.

4. Without prejudice to the provisions given elsewhere in these conditions with regard to an extension of the delivery time, the delivery time shall be extended by the duration of the delay which arises on the side of the supplier as a result of the non-compliance by the customer of any obligation arising under the agreement or cooperation which is to be demanded of it with regard to the performance of the agreement.

5. Except in the event of crass fault on the side of the supplier a transgression of the delivery time shall not give the customer any right to fully or partially dissolve the agreement. A transgression of the delivery time - as a result of any reason whatsoever - shall not give the customer the right to carry out work or have work carried out without a court authorization in order to implement the agreement.

In the event of an excessive transgression of the delivery time, this, however, according to the assessment of the supplier, the latter shall enter into further consultations with the customer.

Art. VI Claims

Without prejudice to the provisions given below, the customer shall inspect the product as quickly as possible after delivery.

1. Claims based on immediately visible defects must be submitted in writing and by registered mail by the customer to the supplier within 10 (in words: ten) days after the delivery or after the services concerned have been carried out, failing which the right to make a claim based thereon shall have lapsed.

2. If and to the extent that the claim relates to the delivery of precious metals, a second delivery or an additional delivery shall be made at the prices for the product which apply at that time. The above shall not affect the right of the supplier to take back the precious metals which have been delivered in return for crediting the customer for the amount of the purchase price or - instead of an additional delivery - to credit these at the value of the goods which were not delivered.

Art. VII Payment

1. All payments must be made 14 days after delivery or, for goods which are destined to be delivered in an operational state by the supplier, or for services, before the date mentioned on the invoice.

2. All payments must be made at the office of the supplier, without deduction or compensation of debts, or on a bank or post office account which is to be indicated by the supplier.

3. If the customer does not pay within the term indicated by supplier, he is deemed to be automatically in default from the due date and the customer will pay, without any further notice one percent interest per month on the entire amount due starting from the due date, without prejudice to further rights which accrue to the supplier, and the customer will further reimburse all costs incurred for the recovery, including without limitation attorney's fees and court costs, as well as out-of-pocket expenses which are fixed at fifteen percent of the amount claimed excluding VAT which is due with a minimum of Euro 250.00 (in words: two hundred and fifty).

4. No payments may be suspended, even if the customer believes that it is entitled to make a claim.

Art. VIII Reservation of ownership

Until full and irrevocable payment has been made of all payments owed by the customer to the supplier the supplier reserves the ownership of all goods which it has delivered, this as security for the payment of everything to which it is entitled, nothing excepted, and including the after mentioned interest and recovery costs; the customer shall therefore, as long as no full payment of everything to which the supplier is entitled has been made, not be allowed to dispose of, lend, pledge or mortgage, nor let or lend out the goods which have been delivered to it or take same outside of its premises in any manner or under whatever title, unless customer is a professional trading firm, of which the sale of that which has been delivered is the aim, in which case it is entitled to make such sales in the normal course of business; in the event of breach of any of the provisions given here article 12 (in words: twelve) is applicable.

Art. IX Effort

1. In case products were delivered as part of deliveries under a distribution contract the buyer is obliged to make every effort to sell the products which have been supplied by the supplier as well as possible on the market on which the buyer operates. The buyer thereby undertakes to give as much publicity as possible with respect to the products delivered by the supplier, all this by means of presentation of the products at trade exhibitions, advertising the product in the professional magazines which are suitable therefore, recruiting to that end employees who are expert and well equipped in that respect, both in the internal and external sales teams.

2. The pure fact that a purchase quantum which has been agreed upon in advance with the supplier under such distribution contract is reached does not in itself discharge the buyer from the above mentioned obligations. The supplier reserves the right to early terminate any such contract and other agreement which has been concluded with the buyer if the buyer, after reasonable learning, remains in default with regard to the obligations mentioned above.

Art. X Liability

1. Except for the guarantee obligation described in article 11 (in words: eleven) the supplier is not liable for damages as a result of whatever cause on the side of the customer or third parties in connection with goods delivered or services provided by the supplier, delivery obligations, the delivery of goods or the use thereof unless and to the extent the sole and direct cause of such damages is held to be wilful misconduct and gross negligence by supplier. Wilful misconduct and gross negligence by supplier's personnel and third parties which the supplier uses does not therefore lead to liability of supplier.

The buyer shall indemnify the supplier in respect of all costs, damages and interests which might arise out of any connection with claims by third parties due to any defect in or by virtue of products which have been delivered.

2. The supplier is therefore also not liable for:

- infringement of patents, licences or other rights of third parties as a result of use of details provided by or on behalf of the customer;

- damages or loss which have arisen through normal use of raw materials, semi-finished products, models, tools and other goods which have been made available by the customer.

3. If the supplier provides help and support with the assembly, although it has not been contracted to carry out the assembly, then this will take place for the risk of the customer.

Art. XI Guarantee

1. The supplier guarantees the buyer that its own products or products which it has manufactured itself are fit for the application which it has indicated or which appears from the agreement, in the sense that, if the product turns out to be unfit, the supplier shall, as it elects, replace the product without charge or repay the purchase price in return for the return of the goods if these have not been processed, all this without prejudice to article 6 (in words: six).

2. In any event the guarantee shall not include defects which occur 3 months after the delivery and which are entirely or partially the result of:

a. non-observance of user and maintenance instructions or use other than the normal use which is not foreseen, such as, but not limited to, the exposure of the goods to abnormal circumstances such as contamination;

b. normal wear;

c. assembly/installation or repair by third parties, including the customer;

d. the application of any government regulation relating to the nature or quality of the applied materials;

e. materials or goods which have been applied or used in consultation with the customer;

f. materials or goods which have been provided by the customer to the supplier for processing;

g. materials, goods, methods and constructions, to the extent that they have been applied on the express instructions of the customer, as well as materials and goods supplied by or on behalf of the customer.

h. the storage of the product for longer than usual, and it is plausible that as a result of this a loss of quality has occurred.

3. If the supplier delivers new products or parts, or provides new services in order to comply with its guarantee obligations, then all of the provisions of these conditions shall be applicable to these products, parts or services.

4. Non-fulfilment by the customer of any of its obligations, such as those regarding payment, releases the supplier from its obligations referred to in this article, and also from all other obligations hereunder. Fulfilment of its guarantee obligations by the supplier shall be deemed sole and full compensation of damages.

The customer is not entitled to make any other claim for compensation of any damages whatsoever, or to sue for dissolution of the agreement.

5. The alleged non-compliance by the supplier with its guarantee obligations shall not release the customer from the obligations which arise for it under any agreement concluded with the supplier.

6. Claims in respect of defects must be made in writing as quickly as possible after they are discovered, but at the latest within 14 days after the end of the guarantee term, and if this term is transgressed all claims against the supplier in respect of those defects shall lapse. The customer is obliged to give the supplier the opportunity to investigate the defect which has been discovered as quickly as possible. Legal claims relating to guarantee must be brought within one year after the in time claim on pain of their lapsing.

7. Unless agreement to the contrary has been made, in respect of repair or revision work carried out by the supplier or other services guarantee shall only be given on the soundness of the performance of the work which was instructed, this for a period of 6 months. This guarantee shall only entail the obligation of the supplier to carry out the work again in the event of unsoundness of the work concerned. Section 3 of this article shall be likewise applicable in that event.

8. No guarantee shall be given in respect of the inspections, advice and similar activities carried out by the supplier.

9. All goods sold by the supplier must be used and processed in accordance with its instructions and/or the user instructions given on the packaging and in the manuals.

Art. XII Dissolution

If the customer does not comply with any obligation which might arise from this agreement or any other agreement concluded with the supplier, or does not comply therewith in time and properly, and also in the event of bankruptcy, moratorium of payments, operational close-down or liquidation of the business of the customer, it shall be deemed to be automatically in default and the supplier shall have the right, without any further notice and without court intervention, to suspend performance of its obligations under the agreement or to dissolve the agreement in whole or in part, as it elects, without it being obliged to pay any compensation of damages or to provide any guarantee, but without prejudice to the further rights which accrue to it. In these cases all claims which the supplier has or shall acquire on the buyer, such as for payment and supply back of goods in possession of the buyer under retention of title, shall become immediately due and payable in full.

Art. XIV Disputes

All disputes, including those disputes which are only considered to be such by one of the parties, which might arise between supplier and customer raising out of or in connection with an agreement, further agreements and/or the (non-) performance of obligations there under, concluded between the supplier and a customer, shall be judged in first and last place by the ordinary court in the place of establishment or the court district of the supplier.

Art. XIII Applicable law

Dutch law is applicable to all agreements which are to be concluded by the supplier, which shall always be concluded under the applicability of these conditions. The convention for the International Sale of Goods shall not apply



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