WELCOME TO OUR WEBSITE. PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY AS THEY SET FORTH LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF OUR WEBSITE. BY USING OUR WEBSITE YOU ACKNOWLEDGE THAT YOU HAVE READ AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE INCLUDING OUR PRIVACY NOTICE HEREBY INCORPORATED BY REFERENCE. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THESE TERMS AND CONDITIONS OF USE, THEN PLEASE DO NOT USE OUR WEBSITE.

TERMS AND CONDITIONS OF USE

Effective as of 16th August 2018

1. <u>General Provisions</u>

1.1. These terms and conditions of use (hereinafter: "Terms and Conditions of Use") constitute an agreement between you as the user (hereinafter: "you") of this website at www.lablinemagazine.com (hereinafter: the "Website") and the owner and operator of this Website DentAvantgArt-DIVISION Kft. (hereinafter: "we"), under which we provide this Website to you and offer you the opportunity to purchase our magazine Labline (hereinafter: "Labline Magazine") subject to your compliance with these Terms and Conditions of Use.

Please see our relevant data and information below:

Company name: DentAvantgArt-DIVISION Kft. Registered seat: Virágvölgyi út 59, 9400 Sopron, Hungary Email address: contact@lablinemagazine.com Court of registration: Győr Court of Registration Company registration number: Cg.08-09-008468 Tax number: 11915324-2-08 Chamber of registration: Sopron Chamber of Commerce and Industry (registration no. SV11915324) Authority for registration of commercial activity subject to notification: Notary of the Municipality of Sopron (Fő tér 1, H-9400 Sopron) Registration number of commercial activity subject to notification: (4791 – Retail sale via mail order houses or via Internet)

1.2. These Terms and Conditions of Use as well as the individual contracts concluded on the basis of these Terms and Conditions of Use constitute electronic agreements not considered to be in writing but they are the legal equivalent of a signed written contract. We record and retain the individual contracts concluded on the basis of these Terms and Conditions of Use together with the applicable text version of these Terms and Conditions of Use for 5 (five) years after completion or termination for whatever reason. You may at any time access the most current version of the Terms and Conditions of Use on this page and you may Terms Conditions of Use download the PDF format of these and at: www.lablinemagazine.com/termsandconditions

1.3. The language of these Terms and Conditions of Use well as the individual contracts concluded on the basis of these Terms and Conditions of Use is English.

1.4. We reserve our right to change these Terms and Conditions of Use from time to time. We will inform you in advance of any changes in our Terms and Conditions of Use together with the effective date by posting a notice on our Website and if you have subscribed to Labline Magazine by sending you the same notice to your email address. Your continued use of this Website will represent your acceptance of the revised Terms and Conditions of Use.

1.5. These Terms and Conditions of Use are governed by the laws of Hungary. We hereby inform you that we are not bound by any code of conduct. To issues not addressed herein primarily the provisions of Government Decree No. 45/2014 (II. 26.) on the Detailed Rules Relating to Contracts between Consumers and Enterprises, Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services, and Act V of 2013 on the Civil Code (hereinafter: the "Civil Code") shall apply. We exclude the application of the second indent of Section 6:63(5) of the Civil Code, which means that the customs widely known and regularly applied in the particular industry in relation to contracts of similar kind will not become part of our agreement or individual contract.

1.6. Pursuant to the applicable consumer protection laws, natural persons who act for purposes outside their independent profession, trade, or business and who purchase, order, receive, or use goods or to whom the commercial communication or offer relating to the goods are addressed qualify as consumers. Furthermore, for the purpose of the rules of consumer protection arbitration board /with the exception of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC/, non-governmental organizations, ecclesiastical legal entities, condominiums, housing cooperatives, as well as micro-, small and medium-sized businesses who act for purposes outside their independent profession, trade, or business, and who purchase, order, receive, or use goods or to whom the commercial communication or offer relating to the goods are addressed, also qualify as consumers. These Terms and Conditions of Use are equally applicable to consumers and other natural and legal persons who do not qualify as consumers, however, in accordance with the applicable laws certain special rules are set forth with respect to consumers.

2. <u>Use of our Website</u>

2.1. By using our Website, you represent and warrant that you have the right, authority and capacity to enter into these Terms and Conditions of Use as well as to conclude any individual contract (see: Point 3. below) based on these Terms and Conditions of Use. Accordingly, you represent and warrant that you are at least 18 (eighteen) years of age and you do not lack legal capacity. If you access our Website or conclude any individual contract based on these Terms and Conditions of Use on behalf of a company, organization or other legal entity, you represent and warrant that you have full authority to bind such company, organization or other legal entity to these Terms and Conditions of Use on behalf of such company, organization or other legal entity.

2.2. By using our Website, you represent and warrant that you use our Website only for lawful purposes, in a lawful manner, in strict accordance with all applicable laws. You specifically represent and warrant that you will not misuse this Website, particularly (but not exclusively) you will not interfere with or disrupt the operation of our Website or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website, nor will you reproduce, copy, duplicate, modify, create any derivative work from, frame or mirror, scrape or use any manual or automatic device to retrieve any part of our Website or create a database by downloading and storing all or any content of our Website. Any unauthorized and/or unlawful activities will under any circumstances constitute a serious breach of these Terms and Conditions of Use, in which case we reserve the right to take legal action.

2.3. Unless otherwise indicated, this Website, all content hereof as well as all creative content of Labline Magazine, including the design, the selection and the arrangement of such content is our intellectual property, and is protected by copyright laws. All trademarks, brand and trade names appearing on our Website including the brand "Labline" and any design logo we use constitute our intellectual property. Any unauthorized use of the aforementioned is

strictly prohibited. Our provision of the Website and Labline Magazine or any other products or services does not transfer to you or any third party any rights, title or interest in or to such aforementioned intellectual property rights. We reserve all rights not granted in these Terms and Conditions of Use. We actively protect our intellectual property rights to the fullest extent permitted by law and we reserve the right to take legal action in the case of any and all infringement. We further inform you that an infringement of intellectual property rights may also fall within the scope of criminal law.

2.4. By using our Website, you agree to indemnify and hold us harmless from and against all liabilities, costs, damages and expenses (including attorney fees) arising from or relating to any claims that result from your breach of these Terms and Conditions of Use, particularly (but not exclusively) from your infringement of our intellectual property rights.

2.5. This Website is provided on an "as is" and "as available" basis. Although we use our best effort to keep our Website safe and secure and to ensure the continuous accessibility and reliability thereof, we cannot guarantee that it will always be free of errors or viruses or any interruption to connection and access beyond our control. Accordingly, we exclude to the maximum extent permitted by law all liability for damages, lost profits or other direct, indirect or consequential damages arising out of or in connection with your use or inability to use of this Website, including but not limited to any damages caused by a virus or other technologically harmful material that may infect your computer or other device due to your use of our Website or to your downloading of any content from our Website or from any third party website linked herein.

2.6. You acknowledge that no advice or information you obtain from us or through Labline Magazine will create any warranty not expressly provided for in these Terms and Conditions of Use.

2.7. We accept no liability for the content of other websites linked on our Website. We have not reviewed, and cannot review, the content of other websites to which our Website links, and that link to our Website. We have no control over such other websites, and our linking to other websites does not represent or imply our endorsement or recommendation of such other websites. You visit and use such other websites at your own discretion and risk. We will not be liable for any loss or damage that may arise from your use of them.

3. <u>Buying our Products</u>

3.1. Labline Magazine is an English language printed quarterly scientific and professional journal for dentistry and dental technology intended for dentists, dental technicians and other dental practitioners, regarding which you can always get a sneak peek of the latest issue and you can also review the table of contents of previous issues on our Website.

3.2. Through this Website, you may subscribe to Labline Magazine and you may also buy single previous issues (until stocks last) by online order according to the provisions of these Terms and Conditions of Use. Such subscriptions and purchases constitute individual contracts between you and us, under which we agree to supply our product to you and you agree to the advance payment of the applicable price and shipping cost.

3.3. Subscription is for a prepaid 12-month subscription term that includes the supply of 4 (four) consecutive issues of Labline Magazine and is automatically renewed at the end of each subscription term for another 12-month term. BY SUBSCRIBING TO LABLINE MAGAZINE, YOU SPECIFICALLY AGREE THAT WE AUTOMATICALLY RENEW YOUR SUBSCRIPTION EACH YEAR AND CHARGE YOU WITH THE PRICE OF YOUR NEXT SUBSCRIPTION TERM UNTIL YOU CANCEL YOUR SUBSCRIPTION OR WE TERMINATE OUR SUBSCRIPTION SERVICE. You may cancel your subscription at least 15 (fifteen) days

before the printing date (30th of September, 31st of December, 31st of March, 30th of June) of your next subscription term's first issue (hereinafter: "Cancellation Deadline"). We will send a reminder notice to your last email of record at least 30 (thirty) days prior to the Cancellation Deadline stating the then effective price payable for the next subscription term and the date on which you will be charged (16th of September, 17th of December, 17th of March, 16th of June). To cancel your subscription, you can send an email to contact@lablinemagazine.com or regular mail to our seat address (Virágvölgyi út 59, H-9400 Sopron) or follow the instructions included in our reminder notice. Your cancellation of the automatic renewal subscription will take effect on the subsequent Cancellation Deadline (15th of September, 16th of December, 16th of June).

3.4. All prices and offers for our products are valid as published on our Website from time to time. Prices shown on our Website are in Euros and are exclusive of VAT and shipping costs. The VAT inclusive price (if applicable) and shipping costs are automatically calculated and will be shown as the total payable amount before you finalize your order. We reserve the right to change our prices, and each new price becomes effective at the time of publication on our Website. Changes in our prices do not affect ongoing and finalized orders, except where a manifest error occurred in relation with the price quoted on our Website; in the case of such manifest error we will immediately inform you via email or telephone about the correct price, and you will be entitled to decide whether to cancel your order and have the money back you paid (if any), or confirm the order and pay the correct price or the difference between the quoted and the correct price if you have already paid.

3.5. We accept payments made using a credit card or debit card or via PayPal. By subscribing to Labline Magazine, you accept that delivery of the first issue is conditional upon our receipt of the total payable amount for the subscription term before we send such issue to the printing company (hereinafter: the "Printing Date"). In the case of a delay, you specifically agree that your subscription will be valid from the upcoming issue of Labline Magazine. AT THE TIME OF AUTOMATIC RENEWAL, IF YOU DO NOT CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH POINT 3.3. ABOVE, WE WILL CHARGE YOUR CREDIT CARD OR DEBIT CARD OR PAYPAL ACCOUNT THAT YOU USED FOR YOUR ORIGINAL PURCHASE WITH THE PRICE AND ON THE DATE STATED IN OUR REMINDER NOTICE (SEE: POINT 3.3.). You will then receive a confirmation email about successful payment and renewal. If for any reason it is not possible to charge your card or Paypal account, you will receive a reminder by email advising you to update your credit or debit card information or Paypal account settings accordingly. If you are unable to resolve the problem immediately but not later than within 3 (three) business days following receipt of such reminder, your subscription will expire.

3.6. By ordering Labline Magazine, you agree to receive email notices from us in relation with your current order or subscription including notices of updates to our Terms and Conditions of Use and Privacy Notice. If you sign up to our free email newsletters by ticking the appropriate checkbox at the first step of your order process, you agree to receive our newsletters we may send you from time to time to provide you with news and information about Labline Magazine and our other products and services.

3.7. You represent and warrant that all information you provide when you place your order, either in your own name or on behalf of a company, organization or other legal entity, is current, accurate and complete, and you will promptly notify us of any change in such information. We accept no liability for any loss or other consequences resulting from our relying upon your information. You agree to be solely responsible for the accuracy, correctness and completeness of your personal, billing and delivery data, and you also agree to indemnify and hold us harmless from and against all liabilities, costs, damages and expenses arising from our relying upon your information that turns out to be incorrect, inappropriate or outdated.

3.8. Each order submitted through our Website constitutes a new individual contract even if the customer is the same. You may subscribe to Labline Magazine or purchase single previous issues of Labline Magazine only through this Website. We do not accept any purchase order via telephone, fax, email, or otherwise.

4. Order Process

4.1. In order to make product orders, first you have to register on our Website at our Website's subpage for registration by clicking the "SUBSCRIBE" button on the top menu bar and set up your user account.

4.2. In order to subscribe to Labline Magazine, you only have to log in and navigate to our Website's subpage for subscription by clicking the "SUBSCRIBE" button on the top menu bar, and follow the steps of the order process as described below:

4.2.1. Submission of personal, billing and delivery data: Enter your name (company name), e-mail address and telephone number, contact person's name if applicable, billing and delivery address, tick the appropriate checkbox whereby you declare that you have read and understood the Terms and Conditions of Use and the Privacy Notice, and you agree to abide by them, and drag the slider to the right to unlock the submit button to proceed with submission.

4.2.2. Check your order: Before proceeding to payment, please double check your order, the total amount including VAT (if applicable) and shipping costs, as well as your personal, billing and delivery information. Should you find any error, please return to the previous page, and revise your order information, otherwise please click on the "SUBMIT" button to finalize your order and proceed to payment.

4.2.3. Choose payment method: Choose your preferred payment method (see: Point 3.5. above) and click on the "Next" button to pay. Please note that the means of payment you select will primarily be applicable to any subsequent payment of your subscription at each renewal until you advise us of any change in your payment preferences.

4.2.4. Payment: In the case of payment by debit or credit card, you will be redirected to a secure environment to process your payment. In event you chose Paypal, you will be redirected to the Paypal website. Please note that for the purpose of the automatic renewal of your subscription, we will charge at each renewal the debit or credit card or Paypal account you use at your original subscription until you advise us otherwise or cancel your subscription (see: Point 3.5.).

4.3. In order to buy one or more previous issues of Labline Magazine, you only have to log in and navigate to our Website's subpage for archive issues by clicking the "ARCHIVE" button on the top menu bar, select and add to your shopping cart the issues you wish to buy (indicating the number of copies below the picture of the issue concerned), then click on the right-hand tab that shows the content of your cart. Afterwards, on the subpage thus opening you will have to go through the same order process as described in Points 4.2.1.-4.2.2 above.

4.4. Once you finalized the order process, we will confirm your order by email to your designated email address within 48 (forty-eight) hours. If you do not receive our email, please check your junk folder in case our email got delivered there instead of your inbox. If you do not find our confirmation email, please contact our customer service at your earliest convenience.

5. <u>Delivery</u>

5.1. By ordering Labline Magazine, either on subscription or by single (previous) issues, you acknowledge and accept that delivery is conditional upon our receipt of the total amount payable for the order concerned.

5.2. We ship our products to our customers via UPS Hungary Kft. (seat: Airport City Logistic Park building G, Lőrinczi út 154, H-2220 Vecsés; company registration number: Cg.13-09-139285; e-mail: <u>upshungary@ups.com</u>; hereinafter: "UPS") or DPD Hungária Kft. (seat: Késmárk utca 14/B, H-1158 Budapest; company registration number: Cg.01-09-888141; e-mail: <u>dpd@dpd.hu</u>; hereinafter: "DPD"). By ordering our products, you acknowledge and accept that we transfer your delivery information to UPS or DPD for the purpose of delivery, and also that delivery will be subject to the relevant UPS or DPD terms and conditions of service.

5.3. We dispatch Labline Magazine for delivery within 10 (ten) business days following the relevant Printing Date displayed on our Website, while in the case of previous issues, following receipt of your payment. Upon dispatch, we send you an email notice to inform you of the expected date of delivery and your UPS/DPD tracking number which enables you to follow the package on the website of UPS or DPD.

5.4. Should you wish to alter your delivery information (e.g., address) after dispatch or any of our delivery instructions we gave to UPS/DPD, please contact UPS or DPD accordingly. We accept no liability for any consequences arising from such alteration of the original delivery information and instructions with UPS/DPD.

5.5. The package you receive must be in original, unused and unopened condition and have the relevant issue(s) of Labline Magazine, our invoice and all withdrawal information, if applicable (see: Point 7 below), included without modification. We advise you to check the content of the package immediately upon receipt.

5.6. If your package is damaged or incomplete, you have to indicate it on the receipt form, or where you cannot immediately discover the problem, you have to notify UPS/DPD within 3 (three) business days of receipt. Failure to comply with the aforementioned deadline will result in our loss of right to claim damages from UPS or DPD, the consequences of which will entirely be borne by you, meaning that we will not be obliged to compensate you for the damaged product in any way or form. However, if you timely and appropriately notify UPS/DPD, and send a copy of such notification together with a photo of the damaged item to us, then we will deliver new copy/copies of the issue(s) you ordered (depending on stock), or offer you commensurate price reduction or total repayment of the price you paid for the damaged product.

5.7. If you do not receive the package and you have reason to believe that it was lost by UPS/DPD, you have to notify us and UPS or DPD within 6 (six) months of the date of dispatch. Failure to comply with this deadline will result in our loss of right to claim damages from UPS or DPD on the one hand, and will also prevent us from tracking down the lost package on the other, as delivery data are no longer stored at UPS/DPD. Please bear in mind that you will be liable for any loss resulting from your delayed communication, meaning that we will not be obliged to compensate you for the lost package in any way or form. If you timely and appropriately notify us and UPS or DPD, we will make all reasonable efforts to find your package, and if we are unable to find, then we will deliver new copy/copies of the issue(s) you ordered (depending on stock), or offer you commensurate price reduction or total repayment of the price you paid for the lost product.

6. <u>Warranty Information</u>

6.1. Warranty

6.1.1. In the unlikely event of defective performance by DentAvantgArt-DIVISION Kft, you may enforce a warranty claim against us according to the rules of the Civil Code.

6.1.2. You may at your option invoke the following warranty claims: You may request the replacement of the product, except if it would impose on us a disproportionately greater cost compared to the satisfaction of any other claims. If you did not or could not request replacement, or you are no longer interested therein, or we did not undertake to replace the product, then you may demand a commensurate price reduction, or you may, as a last resort, cancel the contract. You are not entitled to cancel the contract for an insignificant defect in the product.

6.1.3. You may as well switch from your chosen warranty right to another, however the costs of your switching shall be borne by you except where it was prompted by us or it was otherwise justified.

6.1.4. You must notify us of the defect without delay. If you are a consumer (see: Point 1.6.), your communication to us within two (2) months after you have discovered the defect will be considered to have been made without delay. Please bear in mind that you will be liable for any loss resulting from your delayed communication. Please further note that you cannot enforce any warranty claim one (1) year, or if you are a consumer, two (2) years after the contract was performed (statute of limitation).

6.1.5. You may enforce your warranty claims against us.

6.1.6. Regarding business-to-consumer contracts, the Civil Code provides that the defect discovered by the consumer within 6 (six) month after performance is presumed (unless the contrary is proven) to have already existed at the time of performance, except if this presumption is inconsistent with the nature of the product or that of the defect. This means for the enforcement of warranty claims that if you are a consumer, then within six (6) months of performance you only have to notify us of the defect and prove that we sold the product to you. However from the expiration of six (6) months after performance, even if you are a consumer you must prove that the defect you discovered already existed at the time of performance.

6.2. Product Warranty

6.2.1. If you are a consumer (see: Point 1.6.), in the case of a product defect you may at your option enforce the warranty claims described in Point 6.1.2. above, or you may enforce product warranty claim as follows.

6.2.2. Under product warranty, you may only request the replacement of the defective product.

6.2.3. The product is considered defective if it does not conform to the quality requirements in effect at the time when it was placed on the market, or if it does not have the characteristics described in the specification provided by the producer.

6.2.4. You may enforce your product warranty claim within two (2) years after the producer placed the product on the market. Upon expiry of this deadline, you will be no longer entitled to enforce the product warranty claim.

6.2.5. You may only enforce your product warranty claim against the producer or distributor of the product. In order to enforce the product warranty claim, you must prove that the product is defective.

6.2.6. The producer (distributor) may only be exempted from the product warranty obligations if it is able to prove that (i) it did not produce or place the product on the market in the course of its business; or (ii) the state of scientific and technical knowledge at the time the product was placed on the market was not such as to enable the existence of the defect to be discovered; or (iii) the defect in the product arises from the application of the laws and regulations or a mandatory administrative rule. To benefit from the exemption, it is sufficient for the producer (distributor) to prove only one of the aforementioned reasons.

6.2.7. For the same defect, warranty and product warranty claims are not simultaneously enforceable at the same time. However, if you have effectively enforced your product warranty claim, you can still enforce your warranty claim regarding the replaced product against the producer.

6.3. Guarantee: Please note that we undertake no voluntary guarantee for our performance of the contract, nor are we under any legal obligation to provide mandatory guarantee for the same.

7. Right of Withdrawal

7.1. If you are a consumer (see: Point 1.6.), you have the right to withdraw from your Labline Magazine subscription within 14 (fourteen) days without giving any reason. The withdrawal period will expire after 14 (fourteen) days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first issue of Labline. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

7.2. To exercise the right of withdrawal, you must inform us (DentAvantgArt-DIVISION Kft, Virágvölgyi út 59, H-9400 Sopron; contact@lablinemagazine.com) of your decision to withdraw from the subscription by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

7.3. If you withdraw from the subscription, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 (fourteen) days from the day on which we are informed about your decision to withdraw. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the product back or you have supplied evidence of having sent it back, whichever is the earliest.

7.4. You shall send back the product or hand it over to us without undue delay and in any event not later than 14 (fourteen) days from the day on which you communicate your withdrawal to us. The deadline is met if you send back the product before the period of 14 (fourteen) days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the product resulting from the handling other than what is necessary to establish the nature and characteristics of the product.

7.5. Pursuant to Government Decree No. 45/2014 (II. 26.) on the Detailed Rules Relating to Contracts between Consumers and Enterprises, you may not exercise the right of withdrawal in respect of contracts for the supply of a newspaper, periodical or magazine with the exception

of subscription contracts for the supply of such publication. Accordingly, please note that you have the right of withdrawal described in this Point 7 only if you have subscribed to Labline Magazine, but you cannot withdraw from buying only one or more print issues.

8. <u>Complaint Handling</u>

8.1. If you are a consumer (see: Point 1.6.), and you have any complaint regarding our products or any of our conduct or activity directly related to the sale and supply of our products, you may contact by email to contact@lablinemagazine.com or by regular mail to our seat address (Virágvölgyi út 59, H-9400 Sopron). We will investigate the matter, make a decision and notify you of the decision immediately regarding an oral complaint and within 30 (thirty) days regarding a complaint you submitted in writing.

8.2. If you are a consumer (see: Point 1.6.), you may seek remedy before the consumer protection arbitration board for resolution of any dispute arising between you and us in connection with our products and/or or the conclusion or performance of the individual contract concluded on the basis of these Terms and Conditions of Use, in order to reach an out-of-court settlement. The contact details of the consumer protection arbitration board having venue for our registered seat are as follows:

Consumer Protection Arbitration Board attached to the Chamber of Commerce and Industry of Győr-Moson-Sopron County

Address: H-9021 Ġyőr, Szent István út 10/a Email address: bekeltetotestulet@gymskik.hu Fax: +36 (96) 520 218 Telephone: +36 (96) 520 217