

TRENT DENT PRODUCTS  
**Catalogue**  
2022 - 23



**Trent Dent**  
dental products  
*fill for life*

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## Introduction

Trent Dent is ISO certified company based in London manufacturing and distributing dental restorative materials in over 35 countries across the world. Our company is focused on enabling dental professionals to deliver the best possible products and services in dental care industry. The main target is to enhance service levels constantly by developing new ideas, techniques and innovative solutions.

### **Trent Dent Principles**

1. Awareness of the laws and applicable regulatory requirements
2. Enjoying latest management techniques
3. Observance of preventive principles
4. Ensuring customer satisfaction
5. Continuous improvement



DIFFERENT CHOICE  
FOR  
DIFFERENT OUTCOME



### Product details

**SOLALOY WORLD CLASS** dental amalgam capsules and powders are non-gamma II, Zink Free, spherical and lathe cut particles, dispersed-phase, corrosion-resistant alloy. Solaloy world class has an excellent marginal adaption to allow this restorative can be freely and smoothly carved to occlusion.

This restorative material has very low static creep factor and high early strength, so strong margins can be established without breakage and the risk of bulk fractures is reduced during the first few hours of restoration.

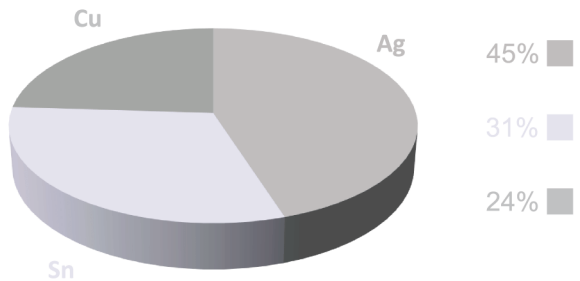
### Technical data



SOLALLOY WORLD CLASS			
Chemical composition (Mass Fraction %)			
Ag: 45	Cu: 24	Sn: 31	Zn: 0
Physical properties			
Particle shape	Mixed of spherical & lathe cut particles		
Particle size	Sieved to 50 micron		
Dimensional changes after 24 hr	≈ 0.01%		
Type & shape of Hg chamber in capsule	99.999% dental grade mercury in pillow		
Alloy to Hg ratio	1:1		
Mechanical properties			
Compressive strength after 1 hr	≈ 200 Mpa		
Compressive strength after 24 hr	≈ 500 Mpa		
Creep	≈ 0.1%		
Package			
Powder: 30 g - 250 g		Capsule: 50 Caps & 500 Caps	

### Composition

- Silver (Ag): 45%
- Tin (Sn): 31%
- Copper (Cu): 24%
- Zinc (Zn): Free



### Setting time

Setting time	
Trituration time in amalgamators	≈ 7-15 seconds*
Fast version setting time	≈ 2 Minutes
Standard version setting time	≈ 5 Minutes

\*Average trituration time is 7-15 seconds, however, this could be varied depending on the make of machine used



## Product details

**SOLALLOY SUPER 68** dental amalgam capsules and powders are premium amalgam alloy with a long heritage as standard of excellence. This restorative is estimated that over years approximately 1,000,000,000 restorations have been made using this alloy. Solalloy super 68 can offer an excellent service for almost 20 years. These lathe cut particles alloy are so sized, shaped and free of contamination. Fine-like dust particles, which cause high flow and variations in setting expansion, have been eliminated.

## Technical data

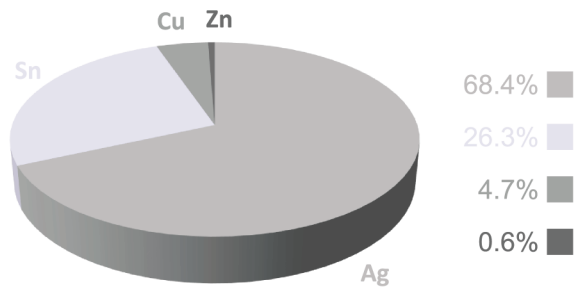


SOLALLOY SUPER 68			
Chemical composition of amalgam powder (Mass Fraction %)			
Ag: 68.4	Cu: 4.7	Sn: 26.3	Zn: 0.6
Physical properties			
Particle shape	Lathe cut particles		
Particle size	Sieved to 75 micron		
Dimensional changes after 24 hr	Between -0.1% to 2%		
Type & shape of Hg chamber in capsule	99.999% dental grade mercury in pillow		
Alloy to Hg ratio	≈ 1:1.08		
Mechanical properties			
Compressive strength after 1 hr	≈ 80 Mpa		
Compressive strength after 24 hr	≈ 300 Mpa		
Creep	≈ 0.5% to 2%		
Package			
Powder: 30 g - 250 g		Capsule: 50 Caps & 500 Caps	



### Composition

- Silver (Ag): 68.4 %
- Tin (Sn): 26.3 %
- Copper (Cu): 4.7 %
- Zinc (Zn): 0.6 %



### Setting time

Setting time	
Trituration time in amalgamators	≈ 7-15 seconds*
setting time	≈ 7.5 Minutes

\*Average trituration time is 7-15 seconds, however, this could be varied depending on the make of machine used





## Application

- Designed for use in posterior tooth area
- Fillings that must stand pressure in the back teeth (Class I and II)

## Competitive advantages

- Ease of condensing with small faced pluggers and a smooth carving surface
- Excellent marginal adaption, freely and smoothly carved to occlusion
- No need to polish, restoration is enhanced by pre-carving burnishing
- Positive feather-edged smooth shaving to desired result
- No clogging, agglomeration or chemistry imbalance
- Use in both high & low speed amalgamators

## Order numbers

SOLALOY WORLD CLASS POWDERS		
Pot	Version	Art.No.
30 g	Fast	4003001
50 g	Fast	4003002
100 g	Fast	4003003
250 g	Fast	4003004
500 g	Fast	4003005
30 g	Std	4003006
50 g	Std	4003007
100 g	Std	4003008
250 g	Std	4003009
500 g	Std	4003010
SOLALOY SUPER 68 POWDERS		
Pot	Art.No.	
30 g	4006001	
50 g	4006002	
100 g	4006003	
250 g	4006004	
500 g	4006005	

SOLALOY WORLD CLASS CAPSULES		
Type	Version	Art.No.
1 Spill	Fast	4002001
2 Spill	Fast	4002002
3 Spill	Fast	4002003
1 Spill	Std	4002004
2 Spill	Std	4002005
3 Spill	Std	4002006
SOLALOY SUPER 68 CAPSULES		
Type	Art.No.	
1 Spill	4005001	
2 Spill	4005002	
3 Spill	4005003	



composite resins

A LONG LASTING SMILE



### Product details

**SOLAFIL M90** is a universal light cured micro hybrid composite, combined of macro & micro fillers with excellent physical properties. Hybrid technology allows this restorative to be ideally suited for making inlays, onlays and veneers and convenient restorations in the anterior and posterior tooth areas.

### Competitive advantages



- Pleasing esthetics and good adjusting of the shade
- Highly smooth, non-sticky and plaque resistant
- Long-term clinical history and experience
- Highly strong and long lasting
- High compressive strength
- Low shrinkage percent
- Natural looking result
- Homogenous surface
- High filler loading



## Technical data

**SOLAFIL M90** is available in 17 shades that correspond to the most commonly used shading system:

- A1, A2, A3, A3.5, A4
- B1, B2, B3, B4
- C1, C2, C3, C4
- D3
- BW, XBW
- ONE

SOLAFIL M90	
Mechanical properties	
Compressive strength	≈ 510 Mpa
Flexural strength	≈ 160 Mpa
E-module	≈ 11,170 Mpa
Vickers hardness	≈ 780 Mpa
Tensile strength	≈ 45 Mpa
Filler	75% by weight*
Package	
Syringe: 4 g	Capsule: 0.3 g

\* Inorganic filler (0.04 - 3.0 µm)



## Product details

Instead of choosing from a wide range of shades to match with the tooth's natural colour Solafil ONE allows you to simplify the colour matching scheme. Solafil ONE is a universal light cured micro hybrid composite, combined of macro & micro fillers with excellent physical property. Hybrid technology allows this restoration to be ideally suited for making inlays, onlays and veneers and convenient restoration in the anterior and posterior tooth areas.

## Competitive advantages



- Save time and money with our stunning shadeless Solafil ONE composite
- Excellent strength, durability and bonds perfectly to the tooth substance.
- White opaque uncured, invisible when cured and clearly visible when packing and carving
- Make reordering and inventory more convenient
- Avoid time consuming colour matching process
- Easier to adapt to the cavity and polish
- Reduce polymerisation shrinkage
- Colour matching ability from A1 to D4



## Technical data

Solafil ONE is available in just one shade with matching ability to cover from A1 to D4

## Composition

- Diurethane dimethacrylate (UDMA)
- Butanediol dimethacrylate (BDMA)
- Isopropylidene-bis [2(3)- hydroxy-3(2)- (4-phenoxy) propyl] bismethacrylate (Bis-GMA)
- Total filler: 75% (by weight) inorganic filler (0.04 -3 µm)

## Application

- Designed for use in both anterior and posterior restorations
- Suited for making inlays, onlays and veneers
- Making stumps and extended fissure sealing
- Core & Cusp build-up



## Application

- Designed for use in both anterior and posterior restorations
- Suited for making inlays, onlays and veneers
- Making stumps and extended fissure sealing
- Core & Cusp build-up

## Curing time

Curing time	
Light intensity for curing	$\geq 650 \text{ mW/cm}^2$
Wavelength for curing	350-500 nm
Curing time	40 sec
Working time	2 min

## Order numbers

SOLAFIL M90	
Shade	Art.No.
A1	3005001
A2	3005002
A3	3005003
A3.5	3005004
A4	3005005
B1	3005006
B2	3005007
B3	3005008

SOLAFIL M90	
Shade	Art.No.
B4	3005009
C1	3005010
C2	3005011
C3	3005012
C4	3005013
D3	3005014
BW	3005015
XBW	3005016
ONE	3006011



## Product details

**SOLAFIL N50** is a light cured nano hybrid composite with great physical properties and suitable for both direct and indirect restoration of all cavity classes like inlays and onlays. The key important factor of these composites is long lasting fillings use.

## Competitive advantages



- Easy to adapt with no sticky to instrument
- Excellent handling and easy to sculpt
- Optimized handling and formula
- High compressive strength
- Durability and long-lasting
- Outstanding polishability
- Time and cost effective
- Performance reliability
- Low shrinkage percent
- Natural looking result
- High filler loading





## Technical data

**SOLAFIL N50** is available in 15 shades that correspond to the most commonly used shading system:

- A1, A2, A3, A3.5, A4
- B1, B2, B3
- C2, C3
- OD A2, OD B2
- W2, W3
- ER

SOLAFIL N50	
Mechanical properties	
Compressive strength	≈ 465 Mpa
Flexural strength	≈ 155 Mpa
E-module	≈ 18,160 Mpa
Vickers hardness	≈ 1,090 Mpa
Tensile strength	≈ 70 Mpa
Shrinkage vol	≈ 1.35%
Filler	83.5% by weight, 66.5% by volume*
Stability to ambient light	3 minutes
Package	
Syringe: 4 g	Capsule: 0.3 g

\* Inorganic filler (28 nm - 15 µm)

## Composition

- Diurethane dimethacrylate (UDMA)
- Butanediol dimethacrylate (BDMA)
- Isopropylidene-bis [2(3)- hydroxy-3(2)- (4-phenoxy) propyl] bismethacrylate (Bis-GMA)
- Total filler:83.5%(by weight) inorganic filler (28 nm-15 µm)



## Application

- Designed for use in direct and indirect restoration
- Suitable for making inlays, onlays and veneers
- Appropriate for all classes
- Core & Cusp build-up

## Curing time

Curing time	
Wavelength for curing	350-500 nm
Curing time (light polymerisation)	20 sec
Curing time (chemical curing)	3 sec

## Order numbers

SOLAFIL N50	
Shade	Art.No.
A1	3005017
A2	3005018
A3	3005019
A3.5	3005020
A4	3005021
B1	3005022
B2	3005023
B3	3005024

SOLAFIL N50	
Shade	Art.No.
C2	3005025
C3	3005026
OD A2	3005027
OD B2	3005028
W2	3005029
W3	3005030
ER	3005031



## Product details

**SOLAFIL FLOW** is a light cured flowable composite suitable for direct restoration and sealing fissures. This restoration is appropriate for cavities such as I, II, III and V for tooth areas without chewing function and is Bis-GMA free. Solafil FLOW is highly appropriate to be used under composite restorations.

## Competitive advantages



- Influence and reach to tough tooth area
- High radiopacity and easy restoration
- Excellent handling and aesthetics
- Excellent polishability and x-ray
- Develop the biocompatibility
- Durability and long-lasting
- Highly scrubbing resistant
- Mediocre filler particle
- Bis-GMA free



## Technical data

**SOLAFIL FLOW** is available in 9 shades that correspond to the most commonly used shading system:

- A1, A2, A3, A3.5
- B1, B2, B3
- Clear
- Bulkfil

SOLAFIL FLOW	
Mechanical properties	
Compressive strength	≈ 435 Mpa
Flexural strength	≈ 150 Mpa
E-module	≈ 12,320 Mpa
Vickers hardness	≈ 795 Mpa
Radiopacity	≈ 215% Al
Filler	77% by weight, pyrogenic silicic acid
Package	
Syringe: 2 g	

## Composition

- Diurethane dimethacrylate (UDMA)
- 1,4-butanediol dimethacrylate (BDMA)
- Total filler: 77% by weight (57% by volume) inorganic filler (0.005–40 µm)



## Application

- Suitable for cavities such as I, II, III and V classes
- Non -sticking and non-running , nicely adaption
- Repair of defective composite restorations
- Designed for direct restoration
- Fissure sealant

## Curing time

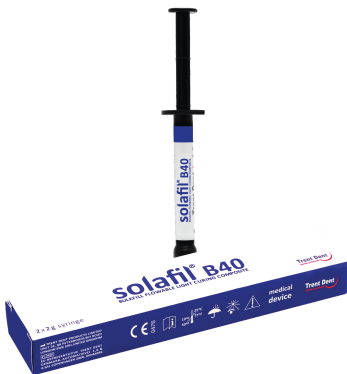
Curing time	
Light intensity for curing	$\geq 650 \text{ mW/cm}^2$
Wavelength for curing	350-500 nm
Curing time	40 sec



## Product details

Magnificent physical properties  
Advanced flow behaviour with high radiopacity  
Universal dentin shade  
Universal dentin shade  
Doesn't contain Bis-GMA

## Competitive advantages



- Direct posterior restorations-Class I & II (including areas with active occlusal contacts)
- Quick,easy,stress free bulk placement with one time cure
- Low polymerisation stress due to increased filler load
- Deep preparations (e.g. Endodontically treated teeth)
- Best in Class" shade match
- Highly scrubbing resistant



## Technical data

SOLAFIL B40	
Mechanical properties	
Compressive strength	≈ 435 Mpa
Flexural strength	≈ 150 Mpa
E-module	≈ 12,320 Mpa
Vickers hardness	≈ 795 Mpa
Radiopacity	≈ 215% Al
Filler	77% by weight, pyrogenic silicic acid
Package	
Syringe: 2 x 2 g	

## Composition

Monomer matrix: Diurethane dimethacrylate, 1,4-butanediol dimethacrylate . Total filler: 77% by weight (57% by volume) inorganic filler (0.005–40 µm)



## Application

- Fill the cavity in a single-step technique without the need for layering .
- Fast and easy one-step technique placement up to 4mm without the need for layering .
- Increased opacity for improved esthetics .
- Stress relief to enable up to 4mm depth of cure
- Excellent adaptation and handling

## Order numbers

SOLAFIL FLOW	
Shade	Art.No.
A1	3005043
A2	3005044
A3	3005045
A3.5	3005046
B1	3005047
B2	3005048
B3	3005049
CLEAR	3005050
BULKFIL	3006001





bonding & etching

A SUPERB BONDING  
FOR  
BRILLIANT RESTORATION



Visit [www.trentdent.co.uk](http://www.trentdent.co.uk)  
to view more information

### Product details



**SOLABOND** is a light cured adhesive one step bonding. This bonding can be used for enamel and dentine. It can be used in root canals before fixing pins, filling and for inlays as a primer. Also it is suitable for composite inlays, ceramic, crowns as onlays, veneers bridges.



**SOLABOND<sup>SP</sup>** All-in-One is a self etch, single component light cured adhesive bonding. It is suitable for all bonding techniques such as total-etch, selective-etch and self-etch. This is also suitable for composite inlays, ceramic, crown, as onlays, veneers bridges.

### Competitive advantages

- Easy to use and excellent stability
- Highly viscosity and hydrophilic
- Excellent bio adaptability
- Easy Influence to dentin
- Ethanol based



## Technical data

SOLABOND	
Stability	
Dentin and etched enamel	≈ 35 Mpa
Non precious metals	≈ 30 Mpa
Package	
Bottle: 5 ml & 7 ml	

SOLABOND <sup>SP</sup>	
Stability	
Dentin and etched enamel	≈ 23 Mpa
Non precious metals	≈ 20 Mpa
Package	
Bottle: 5 ml & 7 ml	

## Composition

- Modified acrylic acid
- Polyacrylic acid
- Methacrylate
- Catalysts
- Stabilisators
- Ethanol (50-75%)



## Application

- Excellent for composite inlays, ceramic as onlays and veneers
- Desensitisation of sensitive cervical areas
- Designed for enamel and dentine
- Used for root canal as a primer
- Single application
- Repair of fractured composite filling
- Treatment of sensitive teeth
- Indirect restorations made of composite

## Curing time

Curing time	
Wavelength for curing	350-500 nm
Curing time (light polymerisation)	20 sec
Curing time (chemical curing)*	3 sec

\* mixing ratio 1:1 of Solabond and the activator without light and under the exclusion of air

## Order numbers

SOLABOND	
Bottle	Art.No.
5 ml	3005052
7 ml	3005053

SOLABOND <sup>SP</sup>	
Bottle	Art.No.
5 ml	3005054
7 ml	3005055



## Product details

**SOLAETCH** is a phosphoric acid 37.5% universal etchant gel and can be used in dentine and enamel, designed for maximum etching efficiency.

## Competitive advantages



- Adhesive of inlays, crowns, bridges, veneers, adhesive bridges and root canal posts
- Easy control by superb contrast to the tooth
- No leakage and excellent consistency
- Balanced handling properties
- Dependable bond strength
- Composite restorations
- Metallic curved centre



## Technical data

SOLAETCH	
Content	
Phosphoric acid 37.5%	25-50%
Package	
Syringe: 2 ml & 30 ml	

## Composition

- Phosphoric acid 37.5% (25-50%)

## Application

- Apply for total-etch and non total-etch
- Designed for dentine and enamel
- Composite restorations

## Curing time

Curing time	
Normal enamel	30 sec
Immature enamel	20 - 30 sec
Fluoridated teeth, deciduous teeth	90 - 120 sec
Dentin	15sec

## Order numbers

SOLAETCH	
Syringe	Art.No.
2 ml	3005051



## Order numbers

Description	Type	Art.No.
SOLALOY WORLD CLASS (Fast)	30 g	4003001
SOLALOY WORLD CLASS (Fast)	50 g	4003002
SOLALOY WORLD CLASS (Fast)	100 g	4003003
SOLALOY WORLD CLASS (Fast)	250 g	4003004
SOLALOY WORLD CLASS (Fast)	500 g	4003005
SOLALOY WORLD CLASS (Std)	30 g	4003006
SOLALOY WORLD CLASS (Std)	50 g	4003007
SOLALOY WORLD CLASS (Std)	100 g	4003008
SOLALOY WORLD CLASS (Std)	250 g	4003009
SOLALOY WORLD CLASS (Std)	500 g	4003010
SOLALOY WORLD CLASS (Fast)	1 Spill	4002001
SOLALOY WORLD CLASS (Fast)	2 Spill	4002002
SOLALOY WORLD CLASS (Fast)	3 Spill	4002003
SOLALOY WORLD CLASS (Std)	1 Spill	4002004
SOLALOY WORLD CLASS (Std)	2 Spill	4002005
SOLALOY WORLD CLASS (Std)	3 Spill	4002006
SOLALOY SUPER 68	30 g	4006001
SOLALOY SUPER 68	50 g	4006002
SOLALOY SUPER 68	100 g	4006003
SOLALOY SUPER 68	250 g	4006004
SOLALOY SUPER 68	500 g	4006005
SOLALOY SUPER 68	1 Spill	4005001
SOLALOY SUPER 68	2 Spill	4005002
SOLALOY SUPER 68	3 Spill	4005003
SOLAFIL M90	A1	3005001
SOLAFIL M90	A2	3005002
SOLAFIL M90	A3	3005003
SOLAFIL M90	A3.5	3005004
SOLAFIL M90	A4	3005005
SOLAFIL M90	B1	3005006
SOLAFIL M90	B2	3005007
SOLAFIL M90	B3	3005008
SOLAFIL M90	B4	3005009
SOLAFIL M90	C1	3005010
SOLAFIL M90	C2	3005011

Description	Type	Art.No.
SOLAFIL M90	C3	3005012
SOLAFIL M90	C4	3005013
SOLAFIL M90	D3	3005014
SOLAFIL M90	BW	3005015
SOLAFIL M90	XBW	3005016
SOLAFIL ONE	ONE	3006011
SOLAFIL N50	A1	3005017
SOLAFIL N50	A2	3005018
SOLAFIL N50	A3	3005019
SOLAFIL N50	A3.5	3005020
SOLAFIL N50	A4	3005021
SOLAFIL N50	B1	3005022
SOLAFIL N50	B2	3005023
SOLAFIL N50	B3	3005024
SOLAFIL N50	C2	3005025
SOLAFIL N50	C3	3005026
SOLAFIL N50	OD A2	3005027
SOLAFIL N50	OD B2	3005028
SOLAFIL N50	W2	3005029
SOLAFIL N50	W3	3005030
SOLAFIL N50	ER	3005031
SOLAFIL FLOW	A1	3005043
SOLAFIL FLOW	A2	3005044
SOLAFIL FLOW	A3	3005045
SOLAFIL FLOW	A3.5	3005046
SOLAFIL FLOW	B1	3005047
SOLAFIL FLOW	B2	3005048
SOLAFIL FLOW	B3	3005049
SOLAFIL FLOW	Clear	3005050
SOLAFIL B40	2 g	3006001
SOLAETCH	2 ml	3005051
SOLABOND	5 ml	3005052
SOLABOND	7 ml	3005053
SOLABOND <sup>SP</sup>	5 ml	3005054
SOLABOND <sup>SP</sup>	7 ml	3005055



# TERMS & CONDITIONS

**1. DEFINITIONS** Word Meaning 'the Seller' Trent Dent Products Ltd 'the Buyer' the person(s), firm or company who purchases the Products from the Seller. 'the Products' any goods agreed in the Order to be supplied to the Buyer by the Seller (including any parts of them). 'the Order' any request by the Buyer (either written or verbal) for the supply by the Seller of the Products. 'the Contract' any agreement between the Buyer and the Seller for supply of the Products; incorporating these Conditions.

## 2. REQUIREMENTS, CONDITIONS APPLICABLE AND ORDERS

a) Unless otherwise agreed in writing by the Seller these Conditions shall apply to all contracts and shall apply to the exclusion of and shall prevail over all other terms or conditions incorporated in, or referred to by the Buyer in, the Order, any confirmation of order specification or other document or any negotiations between the Seller and the Buyer (whether written or oral). Any conduct by the Buyer in confirmation of any transaction with the seller after receipt by the Buyer of these Conditions shall constitute unqualified acceptance by the Buyer hereof. b) All verbal orders for Products shall be confirmed in writing by the Buyer to the Seller within 7 days of such order being made. c) Any quotation given by the Seller shall not constitute an offer for sale or a representation that those Products are available for sale. d) The Seller cannot guarantee exact quantities in respect of any products supplied and shall be deemed to have fulfilled its obligations under the contract by delivery or manufacture of a quantity plus or minus ten (10) per cent of the quantity specified in the Order and the Buyer shall pay the Contract rate for the actual quantity delivered. e) Buyers/suppliers of distribution services or distributors shall maintain records of the distribution of Trent Dent's products to allow traceability and that these records are available for inspection.

**3. DELIVERY DATE** Any date mentioned for delivery of the Products is intended to be an estimate and time for delivery shall not be deemed to be of the essence of the Contract nor made of the essence by notice. The Seller shall have no liability for any loss or damage howsoever arising (even if caused by the Seller's negligence) from any delay in delivery, nor will any delay entitle the Buyer to terminate or rescind the Contract.

**4. DELIVERY BY INSTALMENTS** Where delivery of the Products is to be by instalments each instalment shall be deemed to form a separate Contract and non or late delivery of any instalment shall not affect the balance of any Contract or entitle the Buyer to terminate or rescind any Contract.

**5. NON-DELIVERY** The Seller must be notified in writing of non-delivery of Products within seven working days of receipt by the Buyer of notification of dispatch. The Seller shall not be liable for any such non-delivery unless a written notice is received by it in accordance with this paragraph 5 (even if caused by the Seller's negligence) and the Seller's liability for non-delivery shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

**6. REFUSAL OF DELIVERY** If for any reason the Buyer fails to, refuses to, or is not able to, accept delivery of the Products, the Products will be deemed to have been delivered and the return carriage and/or storage of the Products will be at the expense and risk of the Buyer without prejudice to any other rights of the Seller under these Conditions or otherwise.

**7. PRICE** All price quotations for Products are calculated using costs applicable at the date of such quotations. If there are any increases in such costs between the date of the quotation and the date of dispatch the Seller reserves the right to increase the quoted price accordingly. The price for the Products shall be exclusive of any valued added tax and all costs and charges in relation to delivery, carriage, loading/unloading and insurance (if any) which the Buyer shall pay in addition on the due date for payment of the Products.

**8. TIME FOR PAYMENT** Without prejudice to the provisions of paragraph 15 hereof all sums due to the Seller shall be made without set-off, deduction, discount, abatement or otherwise and shall be paid by the Buyer to the Seller by the last day of the month next following the month of delivery and time for payment shall be of the essence of the Contract. In default the Seller may (without prejudice to any rights or remedies it might have):- a) Suspend delivery under all or any Contracts with the Buyer; and/or b) Charge the Buyer default interest at a rate of two per cent per annum above the base rate of HSBC Bank PLC on the sum outstanding; and/or c) Give written notice that if any sum remains unpaid for 21 days thereafter the Seller shall be entitled to treat any or all Contracts with the Buyer as having been terminated by the Buyer and shall be entitled to claim damages for wrongful repudiation of such Contracts by the Buyer. The Seller reserves the right to claim interest and compensation for debt recovery under the Late Payment of Commercial Debts (Interest) Act 1998.

**9. RISK AND PROPERTY** a) The risk of damage to or loss of the Products shall pass to the Buyer at the time of delivery (or deemed delivery).

b) Notwithstanding delivery and the passing of risk in the Products or any other provision in these Conditions, title to the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of: (i) the price of the Products; and (ii) all other sums due from the Buyer to the Seller on any account. c) Until such time title in the Products passes to the Buyer: (i) the Buyer shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property; and (ii) the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Products are stored and repossess the Products (and the Buyer hereby grants the Seller its agents and employees an irrevocable licence to enter any such premises at any time for such purpose). d) The Buyer shall not be entitled to encumber, pledge or in any way charge by way of security for any indebtedness or otherwise any of the Products which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

**10. EXTENSION OF CONTRACT PERIOD** In the event of strike, lockout or other industrial dispute, fire, flood, storm, tempest, Act of God, stoppage or substantial interference with transport or substantial interference with the supply of gas, water or electricity, prohibition of import or export, Government decree or requirement whether local or national, riots, wars, act of terrorism or any other contingency of any kind whatsoever beyond





## Note

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**07 – 09 February**

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the control of the Seller causing a shortage of supply of labour, fuel or raw materials or any other things necessarily impeding or interfering with the manufacture, use or delivery or carriage of the Products, the Seller shall be entitled to: (i) such extension of time for performance of the Contract by the Buyer as the Seller shall reasonably require; (ii) terminate the Contract in each case without liability to the Buyer.

**11. DEFECTS** a) The Seller warrants that the Products are manufactured with all reasonable care and skill and, where applicable, comply with the standard specifications set out in the Seller's published literature that relates to the Products and/or any written specifications agreed between the Seller and the Buyer at the time of the Order and that the Products are of satisfactory quality. All descriptions and other particulars supplied by the Seller in catalogues, price lists or other documents issued by the Seller or statements made orally by the Seller or its agents or employees are given for information only and will not form part of the Contract. b) The Buyer acknowledges that it is relying on its own expertise and knowledge and not that of the Seller in entering into the Contract and the Buyer is solely responsible for satisfying himself as to the suitability of the Product for any particular purpose and relies solely on his own skill and judgement and not the Seller's skill and judgement in determining such suitability. c) If any of the Products shall be found to be defective, the Seller shall not be in breach of any of the warranties in subparagraph 11(a) above unless: (i) such defects are reported by the Buyer in writing to the Seller in the case of apparent defects within fourteen (14) days of delivery and in the case of latent defects within fourteen (14) days of the date on which those defects could have been reasonably first identified; (ii) the Buyer gives the Seller's representative adequate opportunity to inspect the goods and remove samples for analysis; and (iii) the Buyer has used, kept, maintained or dealt with the Products properly in accordance with the Seller's instructions and the Buyer has forthwith ceased using the Products. d) Subject to subparagraph 11(c), if the Products do not conform with the warranties in subparagraph 11(a) the Seller shall, at its option, either repair or replace the Products (or the defective parts) at the place of delivery or credit the Buyer against its invoice with the price of the defective Products at the pro rata Contract rate. e) If the Seller complies with subparagraph 11(d) it shall have no further liability for a breach of the warranties in subparagraph 11(a) in respect of such Products.

**12. INTELLECTUAL PROPERTY** No warranty or representation is given by the Seller that the Products do not infringe any patents, trademarks, registered designs, design rights or other industrial or intellectual property rights.

**13. LIMITATION ON LIABILITY** a) Subject to paragraph 11, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: (i) any breach of these Conditions; and (ii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. b) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract. c) Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation. d) Subject to conditions 13(b) and 13(c): (i) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and (ii) the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

**14. ADVERTISEMENT** The Buyer shall not use any Order, Products or the Seller's name for advertisement or publicity purposes without the Seller's prior written consent.

**15. INSOLVENCY** If distress or execution is levied on the Buyer's assets or if the Buyer makes or offers to make any arrangements of composition with his creditors or commits any act of bankruptcy or if any petition or Receiving Order in Bankruptcy is presented or made against him or where the Buyer is a limited company if a resolution or a petition to wind up such company's business is passed or presented otherwise than for the purposes of a solvent reconstruction or amalgamation or if a receiver or administrator of the Company's undertaking property or assets or any part thereof is appointed the Seller (without prejudice to any claim or right the Seller might otherwise have) shall have the right forthwith and without any liability to the Buyer to determine any Contract immediately by written notice and notwithstanding the provisions of paragraph 8 hereof all payments for the Products shall become due and payable immediately.

**16. GENERAL** a) Any notice to be given under these conditions shall be in writing b) No failure or delay by the Seller in exercising any of its rights under any Contract shall operate as a waiver of that or any other right under that Contract or any other Contract. c) The rights of the Seller or the Buyer shall not be prejudiced or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. d) The Buyer may not assign any of its rights or obligations under the Contract. e) The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999. f) If any of these Conditions shall become or shall be declared by any court of competent jurisdiction to be illegal, invalid, void, voidable, unreasonable or unenforceable in any way, such provision shall be deemed severable without, as far as possible, modifying any other clause or part of these Conditions and this shall not affect any other provisions of these Conditions which shall remain in full force and effect. g) The paragraph headings are for convenience only and shall not affect the interpretation or construction of the Contract.

**17. ENGLISH LAW** The Contract shall be governed and construed in accordance with English law and both parties shall submit to the exclusive jurisdiction of the English courts.





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TRENT DENT PRODUCTS LIMITED  
UNIT 3C, 88 PETERBOROUGH ROAD  
LONDON SW6 3HH, UNITED KINGDOM

☎ : 0044 20 3689 9046

🌐 : [www.trentdent.co.uk](http://www.trentdent.co.uk)

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