

## **Terms & Conditions**

By purchasing products or using services provided by Dentiq Pty Ltd (“Dentiq”), you hereby agree to Dentiq’s Terms and Conditions. Unless otherwise specified, in these Terms and Conditions, “we”, “us”, and “our” shall refer to Dentiq. The usage of “you” and “your” shall refer to the customer or client of Dentiq. By accepting these Terms and Conditions, you also agree to be bound by our Website Terms of Use and Privacy Policy.

We reserve the right to amend these Terms and Conditions at any time.

### **1. Definition and Interpretation**

1.1 Definition Commencement Date has the meaning stated in Clause 8.1.

Costs means the cost to you of us providing a Product or Service or engaging a Supplier for the provision of a Service, including fees charged to us.

Agreement means an agreement for the production of Products and Services prepared by us in response to your request for provision of Products or Services containing details of: (a) the Products or the tasks comprised in the proposed Services; (b) the Costs including all charges, taxes and other levies relating to supply of the Products or Services; and (c) a condition that by accepting the Agreement, whether in writing, verbally, or by conduct, you also agree to these Terms and Conditions.

Parties means the parties to these Terms and Conditions.

Permitted Purpose means the purpose of providing the Products and Services to you in accordance with these Terms and Conditions.

Products means the equipment and materials provided by us to you, details of which are specified in the Agreement in accordance with these Terms and Conditions.

PPSA means the Personal Properties Securities Act (2009) (Cth).

Services means the work to be carried out by us during the Term, and any other service directed by you from time to time as agreed in the Agreement, including the inspection and testing of the Products.

Supplier means any third party which provides services to you or us in connection with or arising from these Terms and Conditions excluding any subcontractor engaged by us to provide the Services.

Term means the period stated in Clause 8.1.

Terms and Conditions means these Terms and Conditions.

1.2 Interpretation These Terms and Conditions shall be interpreted in a way so as to give effect to the common intentions of the Parties to enter into Agreement in good faith.

### **2. Scope of these Terms and Conditions**

2.1 Your rights not exclusive Nothing in these Terms and Conditions limits our rights to provide Services to any other party.

2.2 Provision of Products/Services Subject to 2.3, these Terms and Conditions cover all Products/Services requested by you from us during the Term.

2.3 Your Agreement The Agreement forms part of these Terms and Conditions. In the event of any inconsistency between the Agreement and these Terms and Conditions, the Agreement shall prevail and have priority to the extent of that inconsistency.

### **3. Performance Obligations**

3.1 Our Obligations (a) We will deliver the Products and/or Services in accordance with the agreed Agreement, which includes any written or verbal agreement. (b) In providing the Services, we will highlight any significant agreements and arrangements with Suppliers or other agreements or arrangements entered into or in connection with or as a result of these Terms and Conditions.

3.2 Your Obligations (a) You must comply with the payment obligations under clause 4. (b) During the performance of the Services, you must: (i) co-operate with us as we reasonably require; (ii) provide the information and documentation that we reasonably require; and (iii) ensure that your staff and agents co-operate with and assist us.

### **4. Payments**

4.1 Payment obligations (a) Unless determined otherwise in accordance with these Terms and Conditions, you must pay us for the Products and/or Services in accordance with the agreed Agreement, whether confirmed in writing, verbally, or through conduct.

(b) You agree that you will pay all taxes, charges, and fees imposed by any carrier, government, or regulatory body which are properly payable in connection with the supply of the Products and/or Services.

(c) We reserve the right to recover from you all goods and services tax levied on the supply of goods and services (including the Services and Products) under this Agreement.

4.2 Retention of Ownership Until all payments due under this Agreement have been made in full, any product design or product fabricated by Dentiq will remain the proprietary ownership of Dentiq. This ensures that Dentiq retains full ownership rights until the financial obligations have been fully satisfied. However, by cementing or bonding the restoration, you automatically take ownership and full responsibility for the product, except where a client warranty applies. This does not relieve you of your obligation to make full payment as required under this Agreement.

#### **4.3 Terms of payment**

All amounts due under these Terms and Conditions are payable by you within 14 days of receipt of an invoice unless agreed otherwise.

#### **4.4 Interest**

We will be entitled to charge interest on overdue payments at the rate of 2% per annum above the penalty interest rate prescribed from time to time under section 2 of the Penalty Interest Rates Act 1983 (Vic). Interest is to be calculated daily from the due date, continues until the overdue money is paid and is capitalised monthly.

#### **4.5 Disputed invoices**

If you dispute any amount stated on an invoice (Disputed Amount), you may request us to

substantiate the expenditure of the Disputed Amount.  
You will notify us of the Disputed Amount before payment is due.

## **5. Assignment and subcontracting**

### **5.1 Assignment**

(a) You may not assign or transfer any of your rights or obligations under these Terms and Conditions without our prior written consent which shall not be unreasonably withheld.

(b) We can assign, novate or sub-contract our rights and/or obligations under these Terms and Conditions without your consent.

### **5.2 Subcontracting**

(a) Subject to paragraph (b), we may subcontract tasks.

(b) Notwithstanding paragraph (a),

(i) We may indicate in any Quotation the detail of any subcontracting to be undertaken and may not subcontract tasks other than in accordance with that detail (without prior written approval by you);

(ii) We are not responsible and liable for the acts and omissions of any subcontractor that is subcontracted in relation to these Terms and Conditions; and

(iii) You may be required to make any payment to any subcontractor for any Service provided by that subcontractor.

## **6. GST**

Unless otherwise stated, all charges and other amount payable to us are exclusive of GST. If GST becomes payable on any supply made or provided on which GST is not payable at the date of this agreement, you will pay us an additional amount equal to the value of consideration for the supply multiplied by the prevailing GST rate.

## **7. Default**

Upon the occurrence of default by you in compliance with these Terms and Conditions:

(a) We may at our sole and absolute discretion suspend the provision of Products or Services, vary, cancel or terminate these Terms and Conditions without prejudice to our rights contained in these Terms and Conditions.

(b) Without prejudice to any other right or remedy you shall indemnify us against any costs, fees, charges and disbursements '(inclusive of any GST)' charged by any legal advisors engaged for the purpose of the collection or recovery of monies due and payable by you to us on a full indemnity basis and all such costs shall be recoverable by us as a liquidated debt.

## **8. Term and Termination**

### **8.1 Term**

The term of these Terms and Conditions commences on the date you sign the Quotation and shall continue until the Services have been completed and the payment obligations contained in Clause 4 of these Terms and Conditions are fully satisfied.

## 8.2 Termination by either Party

(a) Either Party may terminate these Terms and Conditions immediately by notice to the other Party if:

(i) the other Party commits a material breach of these Terms and Conditions which is incapable of being remedied or, if the breach is capable of being remedied, the other Party fails to remedy the breach within seven days after being required in writing to do so;

(ii) the other Party becomes insolvent, enters into an arrangement or composition with its creditors, is placed in receivership or under management or becomes subject to a winding-up order of a court.

(b) In the event these Terms and Conditions are terminated for any reason other than as set out in Clause 8.2(a), you must obtain our prior written consent which is subject to our sole discretion.

## 8.3 Our obligations in the event of Termination

We will, if reasonably requested by you, complete any Projects nominated by you which have already commenced and these Terms and Conditions will continue to apply to both Parties in relation to those Projects.

## 8.4 Your obligations in the event of Termination

Upon termination of these Terms and Conditions in accordance with this Clause, we are entitled to receive payment from you for Services provided up to the date of termination as reasonably agreed between you and us. For avoidance of doubt, your payment to us upon an event of termination will include the full costs, hours, resources, disbursements and other related costs in relation to the performance of the Services up to the date of early termination as notified by the terminating party in accordance with Clause 8.2.

## 8.5 Termination without prejudice

Termination of these Terms and Conditions does not affect any accrued rights or remedies of either Party.

## **9. Retention of Title, PPSA and No Return Policy**

### 9.1 Retention of Title

(a) Risk in any Products will pass to you on delivery.

(b) Notwithstanding paragraph (a), we will retain ownership of the Products until we have received the payment in full for the Products and all the Services supplied by us to you.

(c) You must insure the Products against all usual risks to full replacement value until ownership passes to you. Any insurance monies received by you in respect of the Products owned by us shall be held on trust for us.

(d) Where the Products are processed or commingled into other property, we take title to that other property as well.

(e) Where you dispose of the Products before payment in full price to us, the sale proceeds of such disposal are our property and you hold the proceeds on trust for us. Further, you, in disposing the Products before payment to us, do so as our fiduciary agent.

(f) In the event that you fail to make payment within due time as stipulated by us, without prejudice to our other remedies, we have the right to enter your premises and to regain possession of the said Products and you waive the right to receive any notice under the PPSA.

#### 9.2 PPSA

(a) You acknowledge that the Terms and Conditions create a security agreement for the purpose of the PPSA and that we may register our Security Interest in the Products and the proceeds of sale of the Products as a Purchase Money Security Interest on the Register.

(b) You undertake to promptly sign any further documents and to provide any further information (such information to be complete, accurate and up-to-date in all respects) which we may require to make relevant registrations on the Register.

(c) Where PPSA applies to action taken by us in relation to the Products, you

(i) Agrees that sections 120, 125, 142 and 143 of the PPSA will not apply; and

(ii) Waive your rights to receive any notices under sections 95, 118(1)(b), 121(d), 123(2), 130, 132(3)(d), 132(4) and 135 under the PPSA and any right to receive a Verification Statement under the PPSA.

(d) Capitalised terms used under this clause have the meanings given to them in the PPSA.

#### 9.3 No Return Policy

Except as required by law, we are not obliged to accept Products returned by you. Any returned Products may be subject to a restocking fee of 20% of the invoice value of the Products.

### **10. Warranties, Release and Indemnity and Limitation of Liability**

#### 10.1 Warranties

To the extent permitted by law and except as otherwise provided herein, you agree that all conditions, warranties and representations are expressly negated and excluded.

#### 10.2 Release and Indemnity

You indemnify us and each member of our staff or agents from and against any liability or claim arising directly or indirectly in relation to:

(a) the accuracy of all information provided by you to us in relation to the Services or any other matters;

(b) your breach of these Terms and Conditions;

(c) your negligence or wilful misconduct or that of any member of your staff or agents;

(d) us delivering the Services in accordance with your instructions; and

(e) you and any member of your staff or agents purporting to cancel any Quotation.

#### 10.3 Limitation of Liability

(a) To the fullest extent permitted by law, we exclude all warranties and representations in respect of the supply to you of the Products and Services. Where any of the consumer guarantees under the Competition and Consumer Act 2010 ('the CCA') apply to any Products or Services supplied by us to you, and the CCA voids or prohibits provisions in a contract excluding, modifying such consumer guarantees, then, to the fullest extent permitted by law,

our liability under or arising out of the supply of goods and services for breach of, or failure to comply with, any consumer guarantees shall be limited, at our option, to:

(i) If the breach or liability relates to goods:

- (A) The replacement of the goods or the supply of equivalent goods;
- (B) The repair of the goods;
- (C) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (D) The payment of the cost of having the goods repaired.

(ii) If the breach or liability relates to services:

- (A) The supply of the services again; or
- (B) The payment of the cost of having the services supplied again.

(iii) You acknowledge and agree that:

(A) Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Products/Services shall be limited to the charges paid by you in respect of the Products/Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising;

(B) In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever;

(iv) Without limiting the generality of the forgoing, while we enjoy good relationships with the manufacturers and/of distributors of CAD/CAM dental solutions and will use all reasonable endeavours to ensure that any complaints of product quality by you are dealt to your satisfaction, we will not be responsible to you for any quality deficiencies in such product. You further acknowledge and agree that in any event, the warranty for the Products shall not be more extended than any warranty provided to us by the manufacturers of CAD/CAM dental solutions with respect to the Products under any distribution agreements between us and any manufacturers.

(b) Notwithstanding any other provisions of these Terms and Conditions, our liability is limited by the provisions of Clauses 10.3(a)(i) to (iv) (inclusive). In the event of any inconsistency with any other provision of these Terms and Conditions, these clauses are paramount.

## **11. Dispute Resolution**

11.1 The Parties agree that, in the event of any dispute arising out of or in relation to these Terms and Conditions, both Parties must use their best endeavours to resolve the dispute within 14 days of one Party having notified the other of the existence of the dispute. In the event that a dispute between the Parties remains unresolved after 14 days and legal proceedings have not been issued by either Party in relation to the matters the subject of that dispute, the Parties may escalate the matter to senior management of both organisations.

11.2 In the event that the dispute remains unresolved within 3 weeks after the discussions between senior management and legal proceedings have not been issued by either Party in

relation to the matters the subject of that dispute, the Parties may refer the matter to an independent person for mediation.

11.3 Mediation must be conducted in Melbourne and each Party is equally liable for the costs of mediation and each Party must pay for their own costs of attending the mediation.

11.4 Nothing contained in this Clause 11 must be read to limit the right of either Party to initiate legal proceedings at any time.

## **12. Course Cancellation**

### **12.1 Cancellation By Dentiq**

Dentiq has minimum participant numbers for each program; if these numbers are not reached the program may be cancelled. We will notify you of a program cancellation no less than 10 working days prior to the start of the program. Please bear this in mind when booking flights and accommodation as Dentiq will not be responsible for refunding any costs which may be incurred due to the cancellation of the program. However, the full program fee will be refunded.

### **12.2 Non-Attendance & Refunds**

We ask that you give us 10 working days' notice, in writing or via email, if you are unable to attend a program in order to obtain a full refund of the program fee. If less than 10 working days' notice is given you will be charged 50% of the program fee. If you do not attend the program and have not advised us in writing or by email before the start date the full fee will apply.

### **12.3 Third Party Courses**

Courses available through Dentiq and indicated as being led by external providers are independent of Dentiq. Dentiq therefore assumes no liability and makes no representations in connection with such third-party courses, such as the accuracy or completeness of information provided through the Dentiq about Third-Party Courses. Please refer to the Third-Party contact for their terms and conditions and cancellation policies.

## **13. General**

### **13.1 Notice**

We may give any written notice to you in connection with, or as required by these Terms and Conditions, by sending the notice to you via email, post or fax or as indicated in the Quotation and any of these ways of notice is deemed to be effective. You must notify us in writing of any change to the address you have specified in the Quotation.

You may give any written notice to us from you in connection with, or as required by these Terms and Conditions, by sending the notice to:

Email: [info@dentiq.com.au](mailto:info@dentiq.com.au)

### **13.2 No waiver**

No failure to exercise nor delay in exercising any right, power, or remedy under these Terms and Conditions operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or future exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

### 13.3 No partnership

Nothing in these Terms and Conditions must be interpreted as constituting:

- (a) the relationship of the Parties as a partnership, quasi-partnership, association or any other relationship in which one of the Parties may (except as specifically provided for in these Terms and Conditions) be liable generally for the acts or omissions of the other Party; or
- (b) either Party as the agent or representative of the other Party.

### 13.4 No merger

The rights and obligations of the Parties will not merge on the completion of any transaction contemplated by these Terms and Conditions. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

### 13.5 Governing law and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Victoria, Australia. The parties agree to submit to the exclusive jurisdiction of the courts of Victoria in respect of any dispute arising under or in connection with these Terms and Conditions. Each Party waives any right to claim that those courts are an inconvenient forum