



## Customer Credit Account Application Form

Account Name: \_\_\_\_\_

Dentists Name: \_\_\_\_\_

(Client) Legal Entity Name: \_\_\_\_\_

ABN / ACN: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Billing Address: \_\_\_\_\_

State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Account's Payable: Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please send monthly statements via:    Email    or    Post

Requested Monthly Credit: \$ \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Odontex Pty Ltd which form part of, and are intended to be read in conjunction with this Credit Application and I agree to be bound by these conditions.

**Client Name:**

**Date:**

**Signature:**

\_\_\_\_\_

**Witness Name:**

**Date:**

**Signature:**

\_\_\_\_\_

Please ensure this document has been completed in it's entirety to speed up the application process. Thank You.

**1. Definitions**

- 1.1. “Contractor” means Odontex Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Odontex Pty Ltd.
- 1.2. “Client” means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3. “Goods” means all Goods or Services supplied by the Contractor to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.4. “Price” means the Price payable for the Goods as agreed between the Contractor and the Client in accordance with clause 4 below.

**2. Acceptance**

- 2.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2. These terms and conditions may only be amended with the Contractor’s consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.

**3. Change in Control**

- 3.1. The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client’s failure to comply with this clause.

**4. Price and Payment**

- 4.1. The price of the goods and services provided shall be detailed in writing by the Contractor to the Client. Prices are subject to change without notification. A current price list can be obtained by contacting the Contractor at any given time.
- 4.2. GST and other taxes shall be added to the price, in accordance with relevant legislation.
- 4.3. Where credit has been provided by the Contractor, invoices are due for payment seven (7) days from statement date. Any balances outstanding over 7 days may incur interest and administration charges.
- 4.4. Payment can be made by credit card, electronic funds transfer or cheque. Credit cards currently incur a 2% surcharge.

**5. Delivery of Goods**

- 5.1. Delivery (“Delivery”) of the Goods is taken to occur at the time that:
  - a. the Client or the Client’s nominated carrier takes possession of the Goods at the Contractor’s address; or
  - b. the Contractor (or the Contractor’s nominated carrier) delivers the Goods to the Client’s nominated address even if the Client is not present at the address.
- 5.2. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.3. The Contractor may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.4. Any time or date given by the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Contractor will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.

**6. Risk**

- 6.1. Risk of damage to or loss of any models or templates sent by the Client to the Contractor remain vested in the Client until Delivery has been received by the Contractor.
- 6.2. Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.3. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor’s rights to receive the insurance proceeds without the need for any person dealing with the Contractor to make further enquiries.
- 6.4. If the Client requests the Contractor to leave Goods outside the Contractor’s premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client’s sole risk.

**7. Warranty**

- 7.1. The Contractor offers a five (5) year guarantee on all crown and bridge work (except veneers), for any fractures or defects that may occur as a result of the manufacturing process. Where the Contractor agrees to replace the product, the new item must be of the same material as the original. Substitute materials will not be accepted. The guarantee is subject to the following conditions
  - a. The guarantee is valid for 5 years from date of dispatch to the customer.
  - b. The damaged crown/bridge must be returned to the Contractor for inspection.
  - c. The item will be remade for the customer for no charge, except that semi-precious or high precious metals used in the remake will be charged for, new abutments or parts associated with Implant cases will be charged for, and a postage and handling fee of \$9.00 plus GST will apply to the dispatch of the replacement item.
  - d. The guarantee extends to the replacement product provided, except where in the view of the Contractor the material selected by the customer has a higher than usual chance of fracture.
- 7.2. the Contractor reserves the right to void the warranty, if in its sole judgment the damage has not been caused as a result of the manufacturing process.

7.3. There is no written guarantee on removable prosthodontics such as dentures/splints. the Contractor will assess each case to determine whether a full or partial refund, or a replacement part will be provided.

## 8. Medical Advice

8.1. The Contractor will provide goods or services to the Client based on the order sheet provided by the Client, and may from time to time discuss the case with the customer through email, Live Chat, or by telephone. The customer acknowledges that such discussions, and any representations by the Contractor, should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment. Nothing transmitted in the course of such discussions shall constitute the establishment of a doctor-client-patient relationship between the customer and the Contractor. Responsibility for the diagnosis of a medical condition, and for the prescription of treatment planning or medicines, rests solely with the **Client**.

## 9. Governing Laws

9.1. These Terms are governed by the laws of New South Wales. No action or proceeding may be commenced or maintained in relation to the site, the Services or these Terms except in a court of appropriate jurisdiction in the Commonwealth of Australia.

## 10. Security and Charge

10.1. In consideration of the Contractor agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

10.2. The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.

10.3. The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 1 including, but not limited to, signing any document on the Client's behalf.

## 11. Default and Consequences of Default

11.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

11.2. If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

11.3. Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods to the Client. the Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.

11.4. Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:

- a. any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;
- b. the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

## 12. Cancellation

12.1. the Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Goods. the Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.

12.2. In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

12.3. Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

## 13. Privacy Act 1988

13.1. The Client agrees for the Contractor to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Contractor.

13.2. The Client agrees that the Contractor may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- a. to assess an application by the Client; and/or
- b. to notify other credit providers of a default by the Client; and/or
- c. to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- d. to assess the creditworthiness of the Client.

- 13.3. The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 13.4. The Client consents to the Contractor being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 13.5. The Client agrees that personal credit information provided may be used and retained by the Contractor for the following purposes (and for other purposes as shall be agreed between the Client and Contractor or required by law from time to time):
- the provision of Goods; and/or
  - the marketing of Goods by the Contractor, its agents or distributors; and/or
  - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 13.6. The Contractor may give information about the Client to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Client;
  - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 13.7. The information given to the credit reporting agency may include:
- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - details concerning the Client's application for credit or commercial credit and the amount requested;
  - advice that the Contractor is a current credit provider to the Client;
  - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - information that, in the opinion of the Contractor, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - that credit provided to the Client by the Contractor has been paid or otherwise discharged.

#### 14. General

- 14.1. The failure by the Contractor to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Contractor's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2. These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Contractor has its principal place of business, and are subject to the jurisdiction of the courts in that state.
- 14.3. Subject to clause 7 the Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 14.4. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.
- 14.5. The Contractor may license or sub-contract all or any part of its rights and obligations, including goods and services provided, without the Client's consent.
- 14.6. The Client agrees that the Contractor may amend these terms and conditions at any time. If the Contractor makes a change to these terms and conditions, then that change will take effect from the date on which the Contractor notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Contractor to provide Goods to the Client.
- 14.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 14.8. The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.