EQUIPMENT AND/OR SOFTWARE PURCHASING TERMS & CONDITIONS

1. Contract and whole agreement

1.1 The Contract comprises the countersigned quotation or Order, these Terms and Conditions, and any schedules expressly incorporated into the quotation.

1.2 The Contract constitutes the whole agreement between the Customer and Supplier concerning the Equipment and supersedes prior agreements, understandings and statements concerning the same subject matter.

1.3 A specifically negotiated term in the countersigned quotation prevails over an inconsistent general term in these Terms, followed by any equipment-specific schedule and then applicable Manufacturer documentation.

2. Interpretation

2.1 In this Contract: 'Supplier' means XYZ Dental; 'Customer' means the business entity identified on the quotation or final invoice; 'Equipment' includes equipment, machines, software, materials, ancillaries and installation services specified in the Order; 'Manufacturer' includes the relevant manufacturer, software provider or third-party supplier; 'Order' means the Customer's order referenced by the quotation; 'Price' means the agreed price of the Equipment; 'Support Services' includes remote support, telephone/email support, troubleshooting, diagnostics, Manufacturer liaison, escalation, onsite attendance, software support or technical assistance; 'Support Agreement' means an annual support agreement offered by the Supplier; 'PPSA' means the Personal Property Securities Act 2009; and 'ACL' means the Australian Consumer Law in Schedule 2 to the Competition and Consumer Act 2010.

2.2 'Business Day' means a weekday other than a gazetted public holiday in the place of delivery.

2.3 Equipment includes milling machines, 3D printers, furnaces, scanners and similar devices, whether made to order or supplied from stock. These Terms apply to all such Equipment. Consumables, materials, accessories and spare parts ordered separately from Equipment are supplied under the XYZ Dental General Terms & Conditions of Trade.

3. Customer statutory rights

3.1 Depending on the transaction, the Customer may have rights under the ACL, including consumer guarantees that cannot be excluded.

3.2 Nothing in this Contract excludes, restricts or modifies any guarantee, right, entitlement or remedy that cannot lawfully be excluded or modified.

3.3 The following statement applies where the Customer acquires goods or services as a consumer under the ACL:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

3.4 Clause 36.3 explains when XYZ Dental may limit these remedies for goods and services that are not of a kind ordinarily acquired for personal, domestic or household use.

4. Advice and scope of recommendations

4.1 Subject to clause 3, advice, recommendations, information or assistance provided by the Supplier regarding Equipment, compressors, software, site setup, workflow, delivery access or installation requirements are provided in good faith as technical guidance.

4.2 Final responsibility for the Customer's site, trade work, clinical decisions, design decisions, utilities, infrastructure and compliance remains with the Customer and its appropriately qualified contractors or clinicians.

5. Orders, countersignature and acceptance

5.1 Where XYZ Dental issues a quotation for signature, the Customer places an Order by signing the quotation. The Contract becomes binding when the signed quotation is countersigned by an authorised representative of XYZ Dental.

5.2 Where XYZ Dental issues an invoice quotation or pro forma invoice instead of a quotation for signature, payment by the Customer of any portion or all of that invoice constitutes acceptance of the Order and these Terms and Conditions and creates a binding Contract.

5.3 Customer purchase-order terms or other Customer terms do not vary this Contract unless expressly accepted in writing by an authorised representative of XYZ Dental.

6. Price, deposit and price security

6.1 A deposit equal to 20% of the total Equipment purchase price is required for all Equipment Orders, including stock and small Equipment, to secure the quoted price.

6.2 The deposit must be received in cleared funds within 14 days of countersignature, or of acceptance under clause 5.2, to secure the quoted price.

6.3 If the deposit is not received within 14 days, the Order remains binding, but the Supplier may revise the Price before proceeding to reflect changes in Manufacturer pricing, freight, import charges, duties, taxes or currency costs.

6.4 For internationally sourced Equipment, the Supplier may absorb ordinary exchange-rate movement where expressly stated in the quotation; otherwise the quoted price protection in clause 6.2 applies only where the deposit is received on time.

6.5 Any permitted price adjustment must be paid before dispatch or release.

6.6 Where the Customer is purchasing Equipment with third-party finance, the Customer must pay the 20% deposit itself to secure the quoted price. Once the full purchase price has been received from the finance provider in cleared funds, XYZ Dental will refund the deposit amount within 5 Business Days to an account nominated by the Customer in writing.

7. Promotional and sale pricing

7.1 Promotional or sale pricing is conditional upon full payment being received in cleared funds by the stated promotion or sale end date.

7.2 Countersignature makes the Order binding but does not extend a promotion. If full payment is not received by the promotion end date, the Order remains binding and the Price reverts to the usual retail price applicable at the time the quotation was issued, unless otherwise agreed in writing.

8. Payment, invoice disputes and recovery

8.1 Unless otherwise expressly agreed in writing, payment of the Equipment, software and other amounts due under the Order is due as follows:

(a) Made-to-order Equipment: XYZ Dental uses the 20% deposit to place the Order with the Manufacturer, and will place or process the Order once the deposit has been received in cleared funds. The balance must be paid in full in cleared funds before dispatch.

(b) Stock Equipment and small Equipment that is not made to order: the 20% deposit secures the quoted price, and the balance must be paid in full in cleared funds before dispatch.

8.2 Any quoted or estimated Manufacturer lead time commences from the date the deposit is received in cleared funds and the Order is released to the Manufacturer. Lead time does not commence from signing, countersignature or another earlier acceptance date.

8.3 All Manufacturer, production, software licence, import, freight, customs, delivery and installation lead times are estimates and guides only. They remain subject to Manufacturer production, stock and availability and circumstances outside XYZ Dental's reasonable control. XYZ Dental is not responsible for Manufacturer or freight delays and does not guarantee a delivery or installation date unless expressly agreed in writing.

8.4 Payment remains due regardless of delays in Customer-provided works such as electrical, compressed air, plumbing, IT, access or site preparation.

8.5 Payments must be made in full without set-off, deduction or counterclaim except where the Customer is legally entitled to do so.

8.6 If payment is overdue, XYZ Dental may suspend procurement, dispatch, freight arrangements, delivery, installation, training, software services or future supply and may recover collection costs under clause 8.8.

8.7 Invoice disputes should be notified promptly in writing with full particulars. Failure to notify does not remove statutory rights that cannot lawfully be excluded.

8.8 If an overdue amount that is not genuinely disputed is referred to a debt collection agency, lawyer or other recovery service, the Customer must pay, in addition to the amount owed, all costs XYZ Dental reasonably incurs in recovering it. These include debt collection agency fees and commission (including commission calculated as a percentage of the amount recovered), legal costs, court and filing fees, search and enforcement costs, and the costs of recovering Equipment under clause 18. These costs are payable on demand, to the extent permitted by law. Before referring an amount for collection, XYZ Dental will give the Customer written notice of the overdue amount and at least 7 days to pay it.

9. Capital Equipment, Software and Special-Order Cancellation

9.1 This clause applies to capital equipment and machinery, software dongles or licences ordered specifically for the Customer, and special-order accessories including holders and fixtures, and other non-stock procurement. Spare parts are dealt with in clause 9.7.

9.2 Once an Order within clause 9.1 is binding and procurement or commitment has commenced, Customer-requested cancellation for change of mind, incorrect selection, changed circumstances, workflow expectations or another reason not arising from a statutory right is subject to XYZ Dental's prior written approval.

9.3 A Capital Equipment and Special-Order Cancellation Fee equal to 20% of the applicable purchase price applies. XYZ Dental may deduct this fee from any deposit or other monies paid.

9.4 The Customer is additionally responsible for Manufacturer cancellation charges, freight, sensitive freight, storage, customs/import charges and other reasonable third-party costs directly caused by cancellation.

9.5 Special-order, specially configured, manufactured, modified, licensed, imported or otherwise Customer-specific items may not be capable of cancellation once procurement has commenced.

9.6 Subject to the ACL, capital Equipment cannot be returned merely because it does not meet the Customer's expectations, preferred workflow or desired production outcome where the Equipment is operational, conforms to the contracted specification and there is no statutory right of rejection. Where the law permits XYZ Dental to remedy a failure by repair, replacement or another remedy, XYZ Dental may provide the remedy permitted by law. Subject to clause 36.3, nothing in this clause limits the Customer's right to choose a refund or replacement where the ACL gives the Customer that choice, including for a major failure.

9.7 Spare parts, including spindles and other special-order or non-stock parts, are final once ordered. A spare part order cannot be cancelled, and spare parts are not accepted for change-of-mind return. A new spare part that is faulty when supplied will be replaced or refunded, in addition to the Customer's rights under clause 3 and the ACL.

10. Equipment selection, specification and Manufacturer changes

10.1 The Customer must review the quotation and confirm that the Equipment, accessories, software modules and configuration meet its requirements. Customer-requested changes after countersignature are variations and may affect Price and timing.

10.2 Manufacturers may change specifications, components, software, packaging or availability, discontinue products or introduce superseding models. The Supplier may propose a reasonably equivalent or superseding product, but will not substitute materially different Equipment without agreement where the change materially affects the contracted purpose.

11. Delivery, Ex Works and curbside

11.1 Unless otherwise expressly stated, all Equipment is sold Ex Works (EXW) from the nominated Manufacturer or dispatch point. International and domestic freight, customs clearance, sensitive freight and related logistics are not included in the Equipment Price unless expressly stated.

11.2 Where freight or importation is required, XYZ Dental will arrange logistics on the Customer's behalf using XYZ Dental's authorised freight and sensitive-freight partners. These are the freight partners authorised by XYZ Dental for XYZ Dental-arranged importation and delivery.

11.3 XYZ Dental will obtain applicable freight quotations and invoice the Customer for freight, import, clearance, sensitive-freight and related charges. The freight invoice must be paid in cleared funds before XYZ Dental instructs the carrier or importation process to commence.

11.4 Any delay by the Customer in paying freight or providing information required for importation, customs clearance or delivery is at the Customer's risk and may delay delivery and installation.

11.5 If a Customer-caused freight, access or import delay results in a scheduled installation being missed after XYZ Dental has incurred technician travel, accommodation or allocated installation days, the Customer is responsible for those incurred costs and technician time at $1,500 + GST per technician per day, together with applicable travel and accommodation costs.

11.6 XYZ Dental is not required to book replacement travel or installation dates until all outstanding freight, failed-attendance, travel, accommodation and related invoices have been paid in cleared funds.

11.7 Where XYZ Dental arranges delivery, delivery remains curbside unless internal sensitive-freight movement, unpacking, lifting or placement is separately quoted and arranged on the Customer's behalf.

12. Delivery access and Customer measurements

12.1 The Customer is responsible for accurately measuring and confirming the entire delivery route, including loading zones, doorways, hallways, corridors, lifts, stairwells, corners, ceiling heights and turning clearances, allowing for pallets, crates and transport packaging.

12.2 Before sensitive freight is booked for large capital Equipment, the Customer must provide clear and current photographs of all relevant doorways, hallways, corridors, stairs, lifts, access points and the complete route the Equipment must take into the building, together with measurements requested by XYZ Dental.

12.3 If clear access cannot be achieved using standard sensitive-freight handling, the Customer is responsible for the cost of additional lifting, hoisting, rigging, crane hire, specialist handling, builders or other access services. Where these services are required for XYZ Dental-arranged delivery, XYZ Dental will arrange them through appropriate providers on the Customer's behalf and invoice the Customer for the applicable costs.

12.4 XYZ Dental staff will not move, lift or reposition heavy Equipment onsite where doing so would create an occupational health and safety risk.

13. Failed delivery, delay and storage

13.1 Where delivery is delayed, aborted or requires additional handling because of Customer readiness, inaccurate access information, unavailable personnel or another Customer-controlled condition, the Customer is responsible for additional sensitive-freight waiting time, storage, demurrage, redelivery, return freight, specialist handling and Supplier labour/travel costs.

13.2 If the Customer is not ready to take delivery, the Supplier may store Equipment for up to 10 days without charge where reasonably practicable. After that period, storage, handling, administration and redelivery fees may apply and full payment may become due.

13.3 Manufacturing, import, freight, customs, delivery and installation dates are estimates unless expressly guaranteed in writing. Delay caused by Manufacturers, carriers, customs, force majeure, Customer readiness or circumstances outside the Supplier's reasonable control does not automatically entitle the Customer to cancel.

14. Installation and commissioning

14.1 Installation is included only where stated in the quotation. Where Manufacturer warranty requires authorised installation, installation must be performed by an authorised technician.

14.2 Installation is complete when the Equipment has been installed within the quoted scope and successfully completes the applicable Manufacturer or Supplier standard commissioning and operational test procedure.

14.3 Completion does not depend on successfully manufacturing the Customer's own production case or achieving a particular production or clinical outcome.

15. Site readiness and Customer-provided trades

15.1 The Customer is solely responsible for ensuring that the site and required services are complete, safe, accessible and ready before the confirmed installation date.

15.2 Unless expressly quoted, the Supplier does not perform building, electrical, plumbing, compressed-air, extraction, ventilation, cabinetry, structural, data-cabling or other trade work. The Customer must engage appropriately qualified and, where required, licensed trades at its own cost.

15.3 The Customer must ensure suitable power, water, air, IT systems, network access, bench/floor support, environmental conditions and all other external connections are available before technician attendance.

15.4 The Supplier may refuse or stop installation where the site, services, power, air, environment or access are unsafe, non-compliant, inadequate or likely to cause Equipment damage or underperformance.

16. Failed installation and additional attendance

16.1 If a technician attends and installation or commissioning cannot proceed or cannot reasonably be completed because the site is not ready

or a Customer responsibility has not been met, the attendance is charged at $1,500 + GST per technician per day.

16.2 The Customer is additionally responsible for applicable travel, accommodation, freight, waiting time and reasonable out-of-pocket costs.

16.3 Any return visit required because of inadequate electrical supply, compressed air, network access, bench/floor support, delivery access, incomplete building work, missing Customer equipment, unavailable required trades or unsafe conditions is separately scheduled and chargeable.

17. Compressor, air supply and dryers

17.1 The Supplier does not supply, install, modify, repair, service, commission, certify or maintain compressors, air dryers or associated air infrastructure unless expressly agreed in writing.

17.2 Before installation, the Customer must engage a suitably qualified air technician to assess and configure compressor capacity, pressure, flow, air quality, filtration, drying, pipework and connection requirements in accordance with Equipment specifications.

17.3 The Customer must ensure air is clean, dry and free from contamination; required drying systems operate correctly; compressor location and ventilation comply with requirements; and machine air lines are correctly installed and dedicated where required.

17.4 No air guns or additional connections are to be installed on dedicated machine air lines unless approved.

17.5 A Supplier technician may inspect or measure an air system for troubleshooting or suitability, but that inspection does not constitute certification, responsibility for, or acceptance of the air system.

17.6 The Supplier may refuse installation or suspend technical work until inadequate, unsafe or non-compliant compressed-air conditions are rectified by a qualified air technician.

17.7 To the extent permitted by law, faults or damage caused by inadequate pressure, moisture, oil, particulates, poor drying, incorrect installation or poor maintenance of the air system are not covered by contractual warranty.

18. Risk, title and PPSA

18.1 Risk of loss, theft, damage or deterioration passes to the Customer on delivery in accordance with the agreed delivery arrangement, subject to applicable law.

18.2 Legal and beneficial title remains with the Supplier until all amounts owing for the Equipment have been paid in full. Until title passes, the Customer must keep the Equipment identifiable, adequately protected and insured and must not sell or encumber it.

18.3 The Supplier may register any security interest available under the PPSA. Any enforcement or repossession rights are subject to applicable law.

19. Initial training

19.1 Only the initial training expressly stated in the quotation is included.

19.2 For milling and CAM systems, included training covers the Equipment, routine operator maintenance and the applicable CAM software/workflow within the quoted scope.

19.3 A minimum of two Customer staff must complete the initial XYZ Dental training. Unless the quotation expressly states otherwise, training for a maximum of four staff is included within the quoted initial training scope.

19.4 For the purposes of XYZ Dental's equipment support and service arrangements, only Customer staff who have completed the applicable training provided or expressly recognised by XYZ Dental are authorised to operate the Equipment and request technical support from XYZ Dental.

19.5 The Customer is responsible for ensuring trained authorised staff are available to operate the Equipment and participate in troubleshooting. Training additional or replacement staff is chargeable under clause 21.

20. CAD/design and production exclusions

20.1 The Supplier does not provide dental CAD design services, restoration design, treatment planning or general design-software training unless separately quoted.

20.2 The Supplier does not undertake routine Customer production and is not responsible for designing, nesting, preparing, programming or processing the Customer's day-to-day cases.

20.3 Demonstration or supervised files may be used during training to explain CAM workflow, but this does not create an ongoing production or nesting service.

21. Additional and refresher training

21.1 Training requested beyond the initial included training is charged at $1,500 + GST per trainer per day unless otherwise quoted.

21.2 The Customer is also responsible for associated travel costs, including flights, accommodation, ground transport and reasonable travel expenses.

21.3 Additional training may be charged for new/replacement staff, refresher training, additional workflows, unavailable staff during initial training, missing prerequisites or training that cannot be completed because Customer systems or the site are not ready.

22. Included remote technical support - first 12 months

22.1 Where expressly included with the Equipment purchase, XYZ Dental provides remote technical support for 12 months from installation. Unless otherwise stated in the quotation, this purchase-included remote support applies to eligible milling machines supplied by XYZ Dental from imes-icore and Roland DGSHAPE.

22.2 The standard purchase-included 12-month XYZ Dental remote support does not apply to Asiga 3D printers, intraoral scanners, furnaces, laboratory scanners or other Equipment where support is limited to or governed by the applicable Manufacturer warranty, reseller arrangement or product-specific support obligations.

22.3 Remote support may be provided by telephone, email, remote-access software or other appropriate remote methods and does not guarantee resolution within a particular timeframe.

22.4 Purchase-included remote support does not include onsite technician attendance, additional training, production services, CAD/design assistance, routine nesting, preventive maintenance, scheduled servicing, consumables, spare or wear parts, calibration accessories, Customer IT work or Customer-provided utilities.

22.5 Where an issue cannot reasonably be resolved remotely, onsite attendance may be required and is chargeable unless the attendance must be provided without charge under an applicable Manufacturer warranty or law.

23. Support after 12 months and Support Agreements

23.1 After any remote support period expressly included with the original Equipment purchase expires, further technical support is not included in the purchase price.

23.2 Further support may be available under a separately purchased XYZ Dental Support Agreement, an applicable Manufacturer program, or on a chargeable basis at XYZ Dental's then-current rates.

23.3 Unless otherwise quoted, chargeable technical support is currently $195 + GST per hour and may be billed in 15-minute increments.

23.4 The terms, inclusions, exclusions and eligibility requirements of any separately purchased Support Agreement are governed by the separate XYZ Dental Equipment Technical Support & Support Agreement Terms and Conditions and do not form part of these Equipment and/or Software Purchasing Terms.

24. Support, warranty and training are separate

24.1 Warranty concerns qualifying defects or covered failures. Technical support concerns troubleshooting and operational assistance. Training concerns teaching the Customer how to operate Equipment or software.

24.2 A Manufacturer warranty period does not create an entitlement to unlimited free Supplier technical support, training, onsite attendance, labour, travel or accommodation.

25. Software installation, licences and IT requirements

25.1 Software and licences are subject to the applicable provider's licence, subscription and technical terms. Ongoing subscriptions, renewals, cloud services and updates are not included unless expressly stated.

25.2 Where required, CAM software must be installed and configured remotely before Equipment installation. The Customer must ensure the relevant computer is powered on, unlocked, connected, not sleeping and free from firewall, antivirus or security restrictions that prevent authorised installation.

25.3 TeamViewer must be installed and available on computers used to operate supported CAM systems. Unless expressly prohibited by the Customer's IT/security requirements, the XYZ Dental TeamViewer version or configuration requested by XYZ Dental must be used to allow efficient authorised remote access.

25.4 CAM faults, support work or software reinstalls arising because the Customer has removed, disabled or failed to maintain the required remote-access configuration, or has not complied with the software/IT

requirements in this Contract, are chargeable at XYZ Dental's prevailing technical-support rate regardless of any otherwise included support scope.

25.5 For exocad, the initial software supply includes installation on the first nominated computer only unless expressly quoted otherwise. Subsequent installations, transfers or reinstalls are charged at $195 + GST per hour.

25.6 Included exocad technical support is limited to technical software issues and is available only while the Customer holds an active exocad Flex licence or a Perpetual licence with a current Opt-In contract, unless otherwise agreed in writing. exocad technical support outside those eligibility requirements is charged at $195 + GST per hour.

25.7 exocad technical support does not include CAD design services, routine case design, production work or general design training unless separately quoted.

25.8 The Customer is responsible for its internet, network, firewall, antivirus, operating systems, computers, servers, user permissions and third-party IT environment. XYZ Dental is not responsible for failures caused by unsupported or incompatible Customer/third-party IT systems except to the extent caused by XYZ Dental.

26. Remote access, privacy and backups

26.1 By requesting remote support or software installation, the Customer authorises reasonable remote access to the relevant Equipment or computer for that purpose.

26.2 The Customer must maintain appropriate backups and manage patient, clinical and confidential information in accordance with its privacy obligations. Unnecessary patient information should be closed or restricted before remote access is granted.

27. Design, CAM and implant libraries

27.1 The Customer is responsible for maintaining current, compatible and correctly selected design, CAM, implant, component and material libraries.

27.2 Where a workflow relies on corresponding libraries in design and CAM software, both libraries must be current and correctly matched to the actual implant/component or workflow being manufactured.

27.3 The Supplier is not responsible for the accuracy, completeness, currency or continued availability of third-party libraries.

28. Implant-related support

28.1 Before XYZ Dental provides implant-related troubleshooting where a CAM or library issue is suspected, the Customer must ensure the relevant CAD/design software, CAM software and associated implant/component libraries are updated to the most recent versions supported for the workflow.

28.2 Updating software and libraries is a required first troubleshooting step and must be completed by the Customer before further implant-related support can be provided where requested by XYZ Dental.

28.3 Completion of an update does not guarantee that the issue will be resolved. If updating does not resolve the issue, the Customer is not entitled to a refund of software, licence, update, Opt-In, labour or other costs merely because the update did not resolve the fault. XYZ Dental is not responsible for those costs where the update was a reasonably required diagnostic prerequisite.

28.4 Support may be limited or chargeable where an issue results from outdated, mismatched, incorrectly selected, modified or unsupported libraries or software.

28.5 XYZ Dental is not responsible for the accuracy, currency, availability or content of third-party implant/component libraries.

29. Custom CAM Strategies

29.1 XYZ Dental does not create, modify, supply or validate custom CAM strategies unless expressly agreed in writing.

29.2 Where a custom strategy is required, it may only be developed or modified with the relevant Manufacturer's involvement or approval where required by XYZ Dental. Development, testing, Manufacturer liaison and related technical work are chargeable at XYZ Dental's prevailing hourly technical-support rate unless separately quoted.

29.3 Custom strategy development and ongoing support are not included with the Equipment purchase unless expressly included in writing.

29.4 If the Customer or a third party creates, imports, edits or modifies a CAM strategy without XYZ Dental's express written approval, the Customer assumes responsibility for that strategy and its output. Troubleshooting, repair or support arising from the custom or modified strategy is chargeable and may affect contractual warranty coverage to the extent permitted by law.

30. Manufacturing outcomes, materials and tooling

30.1 Successful installation, commissioning, training or technical support does not guarantee a particular manufacturing, production or clinical outcome. Results may depend on design, CAM strategy, nesting, material, tooling, libraries, machine maintenance, utilities, environmental conditions, operator competency and post-processing.

30.2 The Customer must use suitable materials, tools, coolants, filters, resins and consumables in accordance with Manufacturer requirements. Tool-life estimates are indicative only and vary with material, strategy, nesting, machine condition and use.

30.3 During troubleshooting, XYZ Dental may reasonably require the Customer to replace or obtain spare parts, wear parts, tools, filters, materials, calibration accessories or other items required to isolate or diagnose a fault. Unless covered by an applicable Manufacturer warranty or expressly included in a separate Support Agreement, those items are at the Customer's cost.

30.4 Subject to applicable law, XYZ Dental is not responsible for the cost or value of tools, burs, materials, blanks, implant components, consumables, calibration items, machine time, staff time or workpieces used, consumed or damaged while the Customer performs reasonable troubleshooting steps recommended by XYZ Dental or the Manufacturer.

30.5 Advice to perform a troubleshooting step does not constitute a guarantee that the step will resolve the issue.

31. Clinical responsibility and Customer files

31.1 The Supplier provides equipment and technical services, not clinical advice. Diagnosis, treatment planning, restoration design, implant/component selection, clinical validation and suitability for an individual patient remain the responsibility of the appropriately qualified treating dental professional.

31.2 The Customer is responsible for the accuracy, completeness, manufacturability and clinical appropriateness of files and designs it creates or supplies. Technical assistance does not constitute clinical approval of a design.

32. Maintenance, servicing and relocation

32.1 The Customer is responsible for routine daily, weekly, monthly and other Manufacturer-required cleaning, maintenance, calibration and operating checks, and for scheduled servicing.

32.2 Before XYZ Dental attends for installation, commissioning, servicing, repair or other technical work, the Customer must provide safe and unobstructed working clearance of at least 1 metre around the front, back and sides of the Equipment unless XYZ Dental has approved a different arrangement in writing.

32.3 Equipment supplied by XYZ Dental must only be serviced, commissioned, repaired, calibrated or technically modified by authorised XYZ Dental personnel or another person expressly authorised in writing by XYZ Dental for that Equipment. Unauthorised third-party service, repair, commissioning or modification is excluded from XYZ Dental's service scope and may affect contractual warranty or purchase-included support coverage to the extent permitted by law.

32.4 Maintenance and service records should be retained where relevant to warranty assessment.

32.5 Relocation, reinstallation and recommissioning are not included unless expressly quoted. The Customer should contact XYZ Dental before moving Equipment.

32.6 To the extent permitted by law, contractual warranty may not apply to faults or damage caused by unauthorised repair/modification, improper relocation, misuse, unsuitable utilities or failure to follow maintenance requirements.

33. Manufacturer warranty and imes-icore extended parts warranty

33.1 Equipment warranty is as stated in the quotation, Manufacturer documentation or applicable Supplier warranty offer and is additional to non-excludable statutory rights.

33.2 Where imes-icore Equipment is eligible for an extended Manufacturer spare-parts warranty, eligibility is conditional on the Equipment being serviced within 12 months of installation by a certified service technician.

33.3 Following the required service, the Manufacturer may extend spare-parts warranty for a further 12 months. Unless expressly stated otherwise, any such extension applies to spare parts only and does not include labour, call-out, travel, accommodation or associated costs.

33.4 Failure to complete the required service within the specified timeframe may result in loss of eligibility for the extended Manufacturer spare-parts warranty.

34. Manufacturer support and escalation

34.1 XYZ Dental is the Customer's support, service and warranty contact for Equipment supplied by XYZ Dental unless XYZ Dental expressly directs the Customer otherwise in writing. Support requests, warranty enquiries and Manufacturer escalations must be submitted through XYZ Dental.

34.2 Customers must not rely on public Manufacturer contact details, portals, links or general Manufacturer information as creating a right to bypass XYZ Dental's reseller support process. XYZ Dental will determine when and how Manufacturer escalation is appropriate under the applicable reseller arrangement.

34.3 XYZ Dental is not bound by Manufacturer-published response times, spare-parts lead times, service targets or availability statements. Australian distance, international freight, importation, customs clearance, stock availability and Manufacturer supply may affect the time required to obtain parts or complete repairs.

34.4 Spare parts under Manufacturer warranty may be supplied directly by the Manufacturer or through XYZ Dental depending on the applicable process.

35. Returns and faulty goods

35.1 Cancellation of capital Equipment, software and special-order items is governed by clause 9. XYZ Dental may, at its discretion, accept a voluntary change-of-mind return of stock Equipment if the Customer requests it within 7 days of delivery and receives written return authorisation before sending it back. The Equipment must be unused, uninstalled, complete and in its original unopened packaging. Approved change-of-mind returns are subject to a restocking and handling fee of 20% of the purchase price, and return freight is at the Customer's cost. The fee never applies to faulty, damaged, incorrectly supplied or non-compliant Equipment.

35.2 Capital Equipment, software dongles/licences and special-order items are not accepted for return merely because the Customer is dissatisfied with the workflow, cannot achieve its preferred production result, considers the Equipment unsuitable after purchase, or has difficulty operating it, where the Equipment is operational, conforms to the contracted specification and there is no statutory right of rejection.

35.3 Faulty, incorrectly supplied or non-compliant goods are handled in accordance with applicable law and XYZ Dental's warranty/RMA process.

35.4 Where a failure is not a major failure and applicable law permits XYZ Dental to remedy the failure, the Customer must provide XYZ Dental a reasonable opportunity to repair or otherwise remedy the failure. Subject to clause 36.3, where the ACL gives the Customer a right to reject goods and choose a refund or replacement, including for a major failure, nothing in these Terms restricts that right.

35.5 Any voluntary return notification period applies only to change-of-mind returns and does not limit statutory rights for faulty or non-compliant goods.

36. Limitation of liability

36.1 To the maximum extent permitted by law, the Supplier is not liable for indirect, consequential or special loss, including loss of production, revenue, profit, opportunity, appointments, workflow or business interruption arising from delay, downtime, Equipment failure, software issues or Support Services.

36.2 Nothing in this Contract limits liability where limitation would be unlawful.

36.3 Where Equipment, software, installation, training or Support Services supplied by XYZ Dental are not of a kind ordinarily acquired for personal, domestic or household use or consumption, XYZ Dental's liability for a failure to comply with a consumer guarantee under the ACL (other than a guarantee under sections 51, 52 or 53 of the ACL relating to title, undisturbed possession and undisclosed securities) is limited, as permitted by section 64A of the ACL and at XYZ Dental's option, to:

(a) for goods: replacing the goods or supplying equivalent goods; repairing the goods; paying the cost of replacing the goods or of acquiring equivalent goods; or paying the cost of having the goods repaired; and

(b) for services: supplying the services again, or paying the cost of having the services supplied again.

36.4 Clause 36.3 does not apply to goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, or to the extent the Customer establishes that it is not fair or reasonable for XYZ Dental to rely on it, as provided in section 64A(3) of the ACL.

36.5 Clause 36.3 does not reduce any additional remedy XYZ Dental expressly offers in these Terms, such as the replacement or refund of a new spare part that is faulty when supplied (clause 9.7), or any Manufacturer warranty.

37. Default, suspension and termination

37.1 If the Customer fails to pay in accordance with the Contract or materially breaches the Contract, the Supplier may suspend dispatch, delivery, installation, training, Support Services or future supply and may exercise other lawful remedies.

37.2 The Supplier may terminate a materially breached Contract and recover losses reasonably arising from the breach to the extent permitted by law.

38. Force majeure

38.1 The Supplier is not liable for failure or delay to the extent performance is prevented by circumstances outside its reasonable control, including Manufacturer/supplier failure, freight disruption, customs/port delay, industrial action, natural disaster, government action, utility failure or similar events.

38.2 The Supplier may extend delivery dates, propose an equivalent substitution with Customer approval where required, or cancel an affected Order where performance has become impracticable, subject to applicable law.

39. Intellectual property, confidentiality and privacy

39.1 Manufacturer and XYZ Dental manuals, training materials, CAM strategies, documentation, trademarks and other proprietary materials remain the intellectual property of their respective owners.

39.2 Each party must protect confidential information received from the other. Each party remains responsible for complying with applicable privacy obligations.

39.3 The Customer grants XYZ Dental permission to use photographs, screenshots, machine images, error images and other technical images voluntarily supplied during troubleshooting for internal training, technical documentation, knowledge-base articles and educational support content, provided XYZ Dental removes or obscures patient-identifying information, Customer-confidential information and other information that reasonably identifies the Customer unless the Customer separately consents to identification.

39.4 The Customer must not provide patient-identifying images or data unless reasonably necessary for the support request and appropriately authorised.

40. Miscellaneous

40.1 Variations must be agreed in writing by authorised representatives. Failure to enforce a right is not a waiver.

40.2 If a provision is invalid or unenforceable, it is severed to the extent necessary without affecting the remainder.

40.3 Notices under this Contract must be in writing to the addresses or contact details most recently notified by the parties.

40.4 The Contract may be signed in counterparts and electronically where legally effective.

40.5 The Supplier may use employees, contractors, freight providers and Manufacturer representatives to perform parts of the Contract.

40.6 Questions about these Terms may be directed to XYZ Dental by email at xyz@xyzdental.com.au or by telephone on (03) 8538 5100, or using any updated contact details published on the XYZ Dental website.

41. Jurisdiction

41.1 This Contract is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals having jurisdiction in Victoria, subject to mandatory applicable law.

SCHEDULE A - PRE-INSTALLATION & SITE READINESS

- Customer confirms final Equipment location, adequate working/service clearances and suitable bench/floor/structural support.
- Customer measures the complete delivery route using transport/crate dimensions and provides clear photographs of all doors, halls, corridors, corners, lifts, stairs, access points and the route into the building before sensitive freight is arranged.
- Qualified electrician verifies required supply, voltage, amperage, circuit and outlets before installation.
- Qualified air technician assesses compressor capacity, pressure, flow, air quality, filtration, drying, pipework and connection before installation. XYZ Dental does not work on compressors or air infrastructure.
- Water, drainage, extraction, ventilation and environmental requirements are completed where applicable.
- Internet/network, data cabling, firewall permissions and compatible IT equipment are available.

- Required trades and all building/site works are complete before the confirmed installation date.
- Safe delivery/technician access and parking/loading arrangements are available; at least 1 metre clear working space is provided around the front, back and sides of the Equipment before installation, commissioning or service attendance.
- Customer acknowledges failed installation attendance caused by site-readiness failure is $1,500 + GST per technician/day plus travel and applicable costs.

SCHEDULE B - INSTALLATION & TRAINING SCOPE

- Installation is limited to the quotation and assumes Schedule A requirements are complete.
- Commissioning is complete when applicable Supplier/Manufacturer operational checks pass; Customer production cases are not a commissioning requirement.
- Initial training is limited to the days/hours and systems stated in the quotation, for a minimum of 2 and maximum of 4 Customer staff unless expressly stated otherwise.
- For milling/CAM systems, included training covers machine operation, routine operator maintenance and the applicable CAM workflow.
- CAD/design services and general design-software training are excluded unless separately quoted.
- XYZ Dental does not provide ongoing nesting or routine production services.
- Additional/refresher training is $1,500 + GST per trainer/day plus travel and associated costs.
- Customer must provide suitable staff and prerequisite skills/software for agreed training dates.

SCHEDULE C - WARRANTY & TECHNICAL SUPPORT

- Where expressly included with the purchase, 12-month remote technical support applies to eligible imes-icore and Roland DGSHAPE milling machines only, unless the quotation states otherwise.
- Asiga 3D printers, intraoral scanners, furnaces, laboratory scanners and other product categories are subject to their applicable Manufacturer warranty/reseller support scope rather than the standard 12-month milling-machine support inclusion.
- Remote support is the initial troubleshooting method and may be provided by phone, email or authorised remote access.
- Onsite attendance, additional training, CAD/design, routine nesting, production work, preventive maintenance, scheduled servicing, consumables, spare/wear parts, calibration accessories and Customer IT work are not included in purchase-included remote support.
- After any purchase-included support period expires, further support is chargeable, subject to an applicable Manufacturer program, or available under a separately purchased Support Agreement.
- exocad technical support requires an active Flex licence or a Perpetual licence with a current Opt-In contract; otherwise support is chargeable at the prevailing rate.
- TeamViewer must remain installed and available on supported CAM computers unless expressly prohibited by Customer IT/security requirements; Customer-caused reinstalls or support arising from non-compliance are chargeable.
- Design/CAM/implant software and libraries must be current and matched before implant-related CAM troubleshooting proceeds where requested by XYZ Dental.
- Warranty, technical support and training are separate services. Manufacturer/contractual warranty rights are additional to applicable ACL rights.