XYZ DENTAL
GENERAL TERMS & CONDITIONS OF TRADE

1. Scope and Application

1.1 These Terms apply to the supply by XYZ Dental Pty Ltd (ABN 70 602 591 480) (XYZ Dental, we, us or our) of products and general services to a Customer, including online and account orders for dental and laboratory consumables, materials, accessories, tools, spare parts and other goods.

1.2 Separate terms may apply to capital equipment, software, installation, training, technical support and Support Agreements. Where a quotation, invoice or order expressly incorporates the XYZ Dental Equipment and/or Software Purchasing Terms or the XYZ Dental Equipment Technical Support & Support Agreement Terms, those specific terms apply to that supply and prevail over these General Terms to the extent of any inconsistency.

1.3 These Terms apply to business and professional customers. Nothing in these Terms excludes rights or remedies that cannot lawfully be excluded under the Australian Consumer Law (ACL).

2. Definitions

2.1 Customer means the person or entity purchasing or ordering Products or Services from XYZ Dental.

2.2 Products means goods supplied by XYZ Dental, including consumables, materials, tools, accessories, spare parts and other dental or laboratory products. Equipment, including milling machines, 3D printers, furnaces, scanners and similar devices, is supplied under the XYZ Dental Equipment and/or Software Purchasing Terms and is not a Product under these Terms.

2.3 Services means general services supplied by XYZ Dental other than services governed by a separate written agreement.

2.4 Order means an order placed online, by email, telephone, purchase order, accepted quotation, invoice quotation or another method accepted by XYZ Dental.

2.5 Special Order means a Product sourced, imported, configured, manufactured or ordered specifically for the Customer and which is not ordinarily held as standard stock.

2.6 Spare Part means a component that is not ordinarily replaced as routine operator maintenance but may need replacement because of failure, malfunction, damage or diagnosis, such as electronic boards, motors, pumps, sensors, valves, control computers and spindles.

2.7 Wear Part means a component or accessory expected to wear, become contaminated, lose calibration or need periodic replacement through normal operation or maintenance, such as collets, filters, seals, O-rings, hoses and brushes.

3. Formation of Contract and Orders

3.1 An Order is an offer by the Customer to purchase the Products or Services on these Terms. XYZ Dental may accept or reject an Order before acceptance.

3.2 An Order is accepted when XYZ Dental confirms acceptance, issues an invoice or dispatch confirmation, begins procurement or supply, or otherwise communicates acceptance.

3.3 Customer purchase-order terms, procurement portal terms or other Customer terms do not vary these Terms unless XYZ Dental expressly agrees in writing.

3.4 The Customer must ensure all Order information, quantities, delivery details, product selections and account information are complete and accurate.

3.5 XYZ Dental may reasonably decline, suspend or cancel an Order before supply where stock is unavailable, a pricing or description error has occurred, credit approval is withdrawn, payment is not received, supply would breach law or Manufacturer restrictions, or another legitimate supply issue arises. Where XYZ Dental cancels an Order after receiving payment and no Product has been supplied, amounts paid for the cancelled item will be refunded.

4. Prices, GST and Quotations

4.1 Unless stated otherwise, prices are in Australian dollars and exclude GST. GST is payable in addition where applicable.

4.2 Website prices, catalogues and general price lists may change from time to time. A price change does not retrospectively change an Order already accepted by XYZ Dental unless the parties agree or the original price resulted from an obvious error.

4.3 Freight, delivery, handling, dangerous-goods charges, cold-chain charges, customs, duties and other third-party costs are additional unless expressly included.

4.4 Quotations are valid for the period stated in the quotation. If no period is stated, a quotation may be withdrawn or revised before acceptance.

4.5 Promotional and sale pricing applies only during the stated promotional period and subject to the stated conditions, stock availability and any payment deadline specified for that promotion.

5. Payment and Credit Accounts

5.1 Unless otherwise agreed in writing or stated on the quotation or invoice, payment is due as follows:

(a) Approved trading accounts: 14 days from the invoice date, within the approved credit limit. Trading account credit limits are up to $10,000 (including GST).

(b) Customers without an approved trading account: payment in full before dispatch or collection.

(c) Spare Parts: payment in full before the Spare Part is ordered, dispatched or fitted. This applies to all Customers, including those with an approved trading account.

(d) Servicing and repairs: payment in full of the quoted amount before the service or repair is carried out. This applies to all Customers, including those with an approved trading account.

(e) Wear Parts replaced during a service: 7 days from the invoice date.

(f) Capital equipment, software and Support Agreements: as set out in the applicable Equipment and/or Software Purchasing Terms or Support Agreement Terms.

5.2 Credit terms are provided at XYZ Dental's discretion and may be reviewed, reduced, suspended or withdrawn on reasonable notice having regard to payment history, credit risk or changed circumstances.

5.3 The Customer must pay invoices in full without set-off or deduction except where legally entitled to do so.

5.4 If an amount is overdue, XYZ Dental may suspend further Orders, dispatches, account privileges, Services or other supply until overdue amounts are paid.

5.5 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 Products under clause 7.5. 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.

5.6 Invoice disputes should be notified promptly in writing with sufficient detail to allow investigation. The Customer must pay any undisputed portion by the due date.

6. Product Availability, Backorders and Substitutions

6.1 Stock indications and expected availability are estimates only and may change because of Manufacturer supply, freight, customs, demand or other circumstances outside XYZ Dental's reasonable control.

6.2 Where a Product is unavailable, XYZ Dental may offer a backorder, partial supply, alternative Product or cancellation of the affected item. XYZ Dental will not substitute a materially different Product without Customer agreement.

6.3 Backordered Products may be invoiced or dispatched separately. Additional freight will only be charged where disclosed or reasonably required by the circumstances.

7. Delivery and Risk

7.1 XYZ Dental uses third-party carriers and delivery providers. Delivery dates and transit times are estimates only unless expressly guaranteed in writing.

7.2 The Customer must provide a complete and accurate delivery address, contact details and any access information required for delivery.

7.3 Where signature is required, the Customer must ensure an authorised person is available to receive the delivery. Redelivery, storage or return-to-sender charges caused by unavailable or incorrect delivery arrangements may be charged to the Customer.

7.4 Risk in Products passes to the Customer on delivery to the Customer's nominated address or collection by the Customer or its nominated carrier, subject to any rights that cannot lawfully be excluded.

7.5 Title to Products does not pass until XYZ Dental has received full payment for those Products, subject to applicable law.

7.6 XYZ Dental is not responsible for carrier delay outside its reasonable control, but will provide reasonable assistance with carrier enquiries and claims where appropriate.

7.7 Delivery charges, carriers, delivery areas and any free-shipping offers are set out in XYZ Dental’s Delivery Policy published on the XYZ Dental website, or as stated at checkout or on the quotation or invoice. XYZ Dental may introduce, change or withdraw free-shipping offers, including minimum order values and size, weight, destination or product exclusions, for future Orders by updating the Delivery Policy. The delivery charge and any free-shipping eligibility that apply to an Order are those in effect when the Order is accepted.

8. Inspection, Shortages and Delivery Damage

8.1 The Customer should inspect Products promptly after delivery.

8.2 Visible transit damage, shortages, incorrect items or picking errors should be reported to XYZ Dental as soon as reasonably practicable with the invoice/order number and photographs where relevant.

8.3 Prompt notification assists XYZ Dental to preserve carrier and Manufacturer claims. A failure to notify within a voluntary notification period does not remove statutory rights that cannot lawfully be excluded.

9. Change-of-Mind Returns

9.1 XYZ Dental may, at its discretion, accept a voluntary change-of-mind return of eligible standard-stock Products if the Customer contacts XYZ Dental within 7 days of delivery and receives return authorisation before sending the Product back.

9.2 To be eligible, the Product must be unused, unmarked, undamaged, complete, resalable and in its original unopened packaging with all seals intact.

9.3 Approved change-of-mind returns are subject to a restocking and handling fee of 20% of the purchase price of the returned Product, which XYZ Dental will deduct from any refund or credit. The fee applies only to change-of-mind returns and never to Products that are faulty, damaged, incorrectly supplied or non-compliant.

9.4 Original freight and return freight are not refundable for a change-of-mind return and return freight is the Customer's responsibility unless XYZ Dental agrees otherwise.

9.5 Change-of-mind returns do not affect rights relating to faulty, damaged, incorrectly supplied or non-compliant Products under the ACL or other applicable law.

10. Products Not Eligible for Change-of-Mind Return

10.1 Subject to statutory rights, XYZ Dental does not accept change-of-mind returns for Special Orders, specially imported items, Spare Parts (whether stocked or specially ordered), software/licences, opened sterile goods, opened or unsealed consumables, temperature-sensitive goods, Products with limited shelf life, customised goods, clearance/final-sale items identified as such before purchase, or Products that cannot safely or lawfully be resold.

10.2 Capital equipment, software and special-order equipment/accessories are governed by the separate Equipment and/or Software Purchasing Terms where incorporated into the Order.

11. Faulty, Damaged or Incorrect Products

11.1 If a Product is faulty, damaged, incorrectly supplied or otherwise fails to meet an applicable statutory guarantee, the Customer should contact XYZ Dental with proof of purchase and reasonable information about the issue.

11.2 XYZ Dental may inspect, test or obtain Manufacturer assessment of the Product where reasonably necessary to determine the fault and appropriate remedy.

11.3 Remedies are provided in accordance with applicable law. Subject to clause 22.4, nothing in these Terms limits a Customer's right to a repair, replacement, refund, compensation or other remedy where the ACL provides that right.

11.4 Where the ACL permits the supplier to remedy a failure, XYZ Dental may choose an appropriate repair, replacement or other lawful remedy. Subject to clause 22.4, where the ACL gives the Customer the right to choose a refund or replacement for a major failure, that right is not restricted by these Terms.

11.5 The following statement applies where the Customer acquires Products as a consumer under the ACL:

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Clause 22.4 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.

12. Manufacturer Warranties

12.1 Some Products include a Manufacturer warranty. Manufacturer warranties are additional to, and do not replace, statutory rights that apply under Australian law.

12.2 Warranty periods, exclusions, registration requirements and claim procedures vary by Manufacturer and Product.

12.3 The Customer must use, store, maintain and operate Products in accordance with Manufacturer instructions. Damage caused by misuse, unauthorised modification, unsuitable storage, contamination or failure to follow required maintenance may not be covered by a contractual Manufacturer warranty, subject to applicable law.

13. Spare Parts, Wear Parts and Compatibility

13.1 Spare parts may be machine-, model-, configuration- or serial-number-specific. The Customer must provide accurate equipment identification where requested.

13.2 XYZ Dental may rely on Manufacturer information when identifying compatibility. Where the Customer orders a part without providing requested identification or against XYZ Dental's recommendation, the Customer remains responsible for the cost of that part.

13.3 Wear parts and consumables have service lives affected by use, maintenance, materials, environment and operating conditions. Any stated life expectancy is indicative unless expressly warranted.

13.4 Certain defective components may be subject to Manufacturer exchange or core-return requirements. Where notified, the removed component must be returned to XYZ Dental and the Customer may be responsible for Manufacturer non-return or core charges if it is not returned.

13.5 Spare Parts are not accepted for change-of-mind return, including where the part was ordered in error or is no longer required. A new Spare Part that is faulty when supplied will be replaced or refunded, in addition to any other rights the Customer has under clause 11 and the ACL.

13.6 Spare Parts are final once ordered. A Spare Part order cannot be cancelled once it has been placed.

14. Professional, Clinical and Regulatory Use

14.1 XYZ Dental supplies dental and laboratory Products for use by appropriately qualified, trained and authorised professionals where required.

14.2 Product information supplied by XYZ Dental is general product and technical information and is not a substitute for professional clinical judgment, diagnosis, treatment planning or regulatory obligations.

14.3 The Customer is responsible for determining whether a Product is appropriate for the intended patient, case, workflow, material, indication and regulatory use, and for complying with applicable professional, workplace, infection-control and medical-device requirements.

14.4 Where Products are used to manufacture or process medical devices, the Customer remains responsible for its own manufacturing, traceability, record-keeping and regulatory obligations except to the extent XYZ Dental has expressly agreed to perform a particular regulated function.

15. Product Information, Images and Website Content

15.1 XYZ Dental takes reasonable steps to keep product descriptions, images, specifications, compatibility information and availability current, but Manufacturers may change packaging, specifications, software, accessories or product presentation.

15.2 Website images are illustrative and colour or appearance may vary by screen, batch, packaging revision or Manufacturer change.

15.3 If a material error in price, description or specification is identified before supply, XYZ Dental will contact the Customer and provide an appropriate option to proceed on corrected terms or cancel the affected item.

16. Software, Digital Products and Third-Party Platforms

16.1 Software, digital products, cloud services and licences are also subject to the applicable software provider's licence, subscription, privacy and technical terms.

16.2 Licence activation, compatibility, updates, subscriptions and renewal rights may be controlled by the relevant software provider.

16.3 XYZ Dental is not responsible for the availability or performance of third-party websites, cloud services, integrations or platforms except to the extent XYZ Dental has expressly undertaken responsibility for them.

17. Privacy, Customer Data and Cybersecurity

17.1 Personal information is handled in accordance with XYZ Dental's Privacy Policy and applicable privacy law.

17.2 The Customer must not provide patient-identifying or sensitive information to XYZ Dental unless reasonably necessary for the requested service and appropriately authorised.

17.3 Customers are responsible for maintaining appropriate cybersecurity, passwords, user permissions, backups and access controls for their own systems.

17.4 Where files, screenshots or technical information are provided for support or assessment, XYZ Dental may use them for that purpose and handle them in accordance with applicable privacy and confidentiality obligations.

18. Intellectual Property

18.1 Website content, XYZ Dental materials, documentation, graphics, trademarks and other intellectual property remain owned by XYZ Dental or the applicable rights holder.

18.2 The Customer may use product information and documentation for legitimate internal use associated with Products purchased from XYZ Dental, but may not reproduce, republish, scrape, commercially exploit or misrepresent XYZ Dental or Manufacturer content without permission.

19. Third-Party Links and Manufacturer Information

19.1 The website may link to Manufacturer or third-party websites for convenience. XYZ Dental does not control those sites and is not responsible for third-party content, availability, security or privacy practices.

19.2 Public Manufacturer information does not vary an accepted XYZ Dental Order or create obligations for XYZ Dental beyond the applicable contract and law.

20. Promotions, Discounts and Credits

20.1 Promotions, discounts, rebates, bonus items and credits are subject to the stated eligibility period and conditions.

20.2 Unless stated otherwise, promotions cannot be combined and have no cash value.

20.3 A credit note may be applied against future invoices or refunded where required by law or expressly agreed. Promotional credits may be subject to their stated expiry and use conditions.

21. Suspension and Refusal of Supply

21.1 XYZ Dental may reasonably suspend or refuse further supply where the Customer has overdue undisputed invoices, has engaged in fraud or unlawful conduct, creates a safety risk, repeatedly abuses ordering/return processes, or materially breaches these Terms.

21.2 Any suspension or refusal will be exercised consistently with applicable law and will not remove accrued rights or statutory remedies.

22. Liability and Business Continuity

22.1 Nothing in these Terms excludes or limits liability where doing so would be unlawful.

22.2 To the maximum extent permitted by law, XYZ Dental is not liable for indirect or consequential loss arising from delay, stock shortage, downtime or inability to use a Product, including lost production, revenue, profit, appointments or opportunity, except to the extent such loss cannot lawfully be excluded.

22.3 Customers operating production or clinical workflows are responsible for reasonable business-continuity arrangements, stock planning and contingency planning appropriate to their operations.

22.4 Where Products or 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.

22.5 Clause 22.4 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.

22.6 Clause 22.4 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 13.5), or any Manufacturer warranty.

23. Indemnity

23.1 To the extent permitted by law, the Customer indemnifies XYZ Dental against third-party claims, losses or costs to the extent caused by the Customer's unlawful use of Products, unauthorised modification, breach of these Terms, or infringement of third-party rights.

23.2 This indemnity does not apply to the extent a claim, loss or cost was caused or contributed to by XYZ Dental's negligence, breach of contract or unlawful conduct.

24. Force Majeure

24.1 Neither party is liable for delay or failure caused by events outside its reasonable control, including natural disasters, fire, flood, epidemic, industrial action, government action, war, cyber incident, utility failure, Manufacturer interruption, freight disruption, customs delay or material shortage.

24.2 The affected party must take reasonable steps to minimise the impact and resume performance when reasonably practicable.

25. Changes to These Terms

25.1 XYZ Dental may update these Terms for future Orders to reflect changes in law, business processes, products or services.

25.2 The version applying to an Order is the version in effect when that Order is accepted, unless the parties expressly agree otherwise.

25.3 Changes posted after an Order is accepted do not retrospectively alter that accepted Order.

26. Notices and Electronic Communications

26.1 The Customer agrees that invoices, statements, order confirmations, notices and other business communications may be provided electronically to the contact details supplied by the Customer.

26.2 The Customer is responsible for keeping its account, billing and contact details current.

27. Severability, Waiver and Entire Agreement

27.1 If a provision is unlawful or unenforceable, it is severed or read down to the minimum extent necessary and the remainder continues to operate.

27.2 A failure or delay to exercise a right is not a waiver of that right.

27.3 These Terms, together with the accepted Order and any specifically incorporated XYZ Dental terms, constitute the agreement for the relevant supply. A specifically negotiated written term prevails over an inconsistent general term.

28. Governing Law

28.1 These Terms are governed by the laws of Victoria, Australia. The parties submit to the courts and tribunals having jurisdiction in Victoria, subject to any mandatory law that applies otherwise.

29. Contact

29.1 Questions about Orders, returns or 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.

SCHEDULE A. Return Categories - Quick Reference

- Faulty, damaged, incorrect or non-compliant Product: assessed under applicable law and warranty/RMA process; statutory rights are not limited by the 7-day change-of-mind period.
- Eligible standard-stock change of mind: request within 7 days; unopened, unused, complete and resalable; prior authorisation required; 20% restocking fee applies.
- Special Order / specially imported item: no change-of-mind return unless XYZ Dental expressly agrees; statutory rights remain.
- Spare Parts: no change-of-mind return; a new Spare Part that is faulty when supplied is replaced or refunded.
- Software/licence/digital activation: no change-of-mind return once activated, registered, issued or committed to the Customer, subject to applicable law.
- Sterile, opened, temperature-sensitive, short-dated or safety-sensitive Product: no change-of-mind return where it cannot safely or lawfully be resold.

SCHEDULE B. Related XYZ Dental Terms

- Capital equipment, software, special-order equipment/accessories, installation and initial training: XYZ Dental Equipment and/or Software Purchasing Terms & Conditions.
- Paid technical support and Support Agreements: XYZ Dental Equipment Technical Support & Support Agreement Terms & Conditions.
- Delivery charges, carriers and any free-shipping offers: XYZ Dental Delivery Policy.
- Privacy and handling of personal information: XYZ Dental Privacy Policy.
- Any specific quotation, promotion or written agreement may contain additional terms that apply to that transaction.