XYZ DENTAL
EQUIPMENT TECHNICAL SUPPORT & SUPPORT AGREEMENT TERMS AND CONDITIONS

Applies to technical support, chargeable support services and separately purchased Support Agreements

1. Scope and Equipment-Specific Coverage

1.1 These Terms apply to XYZ Dental technical support, chargeable technical support services and separately purchased Support Agreements. They should be read together with the applicable Support Agreement quotation, renewal or schedule, which identifies the covered Equipment, software, serial number, location and Support Tier.

1.2 Unless otherwise stated, a Support Agreement is for a period of 12 months.

1.3 Support eligibility is per item of Equipment and serial number, not per Customer, site, brand or equipment type. Coverage does not extend to another machine unless that machine and serial number are expressly identified.

1.4 Where an eligible new machine purchase includes 12 months of initial remote support, that inclusion applies only to that specific machine and serial number. Existing machines, additional machines and all other serial numbers remain chargeable unless covered by their own current paid Support Agreement or applicable Manufacturer arrangement.

1.5 Purchase of another machine does not extend, restart or create support coverage for the Customer's existing fleet.

1.6 Warranty, technical support, servicing and training are separate services. A Support Agreement does not replace, extend or modify any Manufacturer warranty unless expressly stated.

1.7 These Terms operate together with the XYZ Dental General Terms & Conditions of Trade. Where they are inconsistent, these Terms prevail for Support Services and Support Agreements.

2. Definitions

2.1 Spare Part means a component not ordinarily expected to be replaced as routine operator maintenance but which may require replacement because of failure, malfunction, damage or diagnosis. Depending on the Equipment, Spare Parts may include electronic boards, motors, pumps, sensors, valves, internal NUC computers, certain safety boards, spindles and other internal mechanical or electronic components.

2.2 Wear Part means a component, accessory or consumable expected to deteriorate, wear, become contaminated, lose calibration or require periodic replacement through normal operation or maintenance. Examples may include collets, filters, seals, O-rings, hoses, brushes, coolant-related components and other Manufacturer-designated maintenance items.

2.3 Classification as a Spare Part does not itself establish coverage. Coverage depends on the Support Tier, cause of failure, Manufacturer requirements and exclusions. Wear Parts and consumables are chargeable unless expressly included in writing.

2.4 Support Services means remote support, telephone and email support, troubleshooting, diagnostics, Manufacturer liaison and escalation, onsite attendance, servicing, repair and other technical assistance provided by XYZ Dental.

3. Product and Software Eligibility

3.1 Not every product supplied by XYZ Dental is supported directly by XYZ Dental. Product-specific Manufacturer and reseller arrangements apply.

3.2 XYZ Dental does not provide technical support for the 3Shape TRIOS range where support is provided directly by 3Shape.

3.3 XYZ Dental supports eligible 3Shape laboratory products, including Lab Scanners, only where the applicable support arrangement such as LabCare is current and fully paid.

3.4 Eligible milling-machine support may include supported imes-icore and Roland DGSHAPE equipment, subject to the machine, serial number and applicable Support Agreement.

3.5 Support for other products is limited to the applicable Manufacturer warranty, reseller arrangement or product-specific support scope unless expressly agreed in writing.

4. Support Tiers

4.1 XYZ Dental offers three standard Support Tiers. The exact inclusions for the Customer are those stated in the applicable Support Agreement quotation.

Tier 1 - Remote Support

- Remote technical support during XYZ Dental's normal support hours.
- Telephone and email support.
- Authorised remote access and diagnostics.
- Machine and CAM troubleshooting.
- Assistance interpreting machine errors.
- Reasonable Manufacturer liaison and escalation where required.
- Priority over Customers who do not hold an active Support Agreement.

Tier 1 does not include onsite technician labour, scheduled/preventive servicing, repair labour, Spare Parts, Wear Parts, travel, accommodation, freight, additional training, CAD/design services, routine nesting or production work, or consumables.

Tier 2 - Remote Support + Annual Service Labour

- All Tier 1 Remote Support services.
- Higher priority technical support.
- Labour for one scheduled annual preventive service of the covered Equipment during the Support Agreement period, performed under XYZ Dental's standard preventive-service procedure.

Under Tier 2 the Customer remains responsible for travel, accommodation, service parts, Spare Parts, Wear Parts, consumables, filters, lubricants, coolant, tools, freight, any additional required servicing and any repair or additional labour outside the standard preventive-service scope.

Tier 3 - Comprehensive Support

- All Tier 1 Remote Support services.
- Highest support priority.
- Labour for one scheduled annual preventive service.
- Eligible repair labour for covered Equipment faults (clause 9).
- Eligible Spare Parts required to rectify covered Equipment faults (clause 8).
- Manufacturer liaison and escalation where appropriate.

Tier 3 does not provide an unlimited parts or labour entitlement. Parts and labour are covered only where XYZ Dental determines that the work relates to a genuine Equipment failure occurring during normal and appropriate use and is otherwise within the scope of the Support Agreement. Travel, accommodation, Wear Parts, consumables and training remain chargeable under Tier 3.

4.2 Priority under a higher Tier does not create a guaranteed response, resolution, uptime, onsite-attendance or parts-availability service level unless expressly stated in the quotation.

5. Required Servicing

5.1 Tier 2 and Tier 3 eligibility and continued coverage require the Equipment to be serviced at the intervals required by XYZ Dental and/or the Manufacturer.

5.2 Unless otherwise specified, Roland DGSHAPE milling machines require servicing every 6 months and imes-icore milling machines require servicing every 12 months.

5.3 Tier 2 and Tier 3 include the labour for one scheduled annual preventive service in each Support Agreement period. Any further required servicing in that period (for example, the second 6-monthly service of a Roland DGSHAPE machine) is separately chargeable. Service parts, Wear Parts, consumables, travel and accommodation are always invoiced separately.

5.4 The included annual service must be completed during the applicable Support Agreement period. Unused service entitlements do not roll over or create a credit.

5.5 The Customer is responsible for booking required servicing on time and making the Equipment available on the agreed service date. Reminders may be provided as a courtesy but do not transfer that responsibility to XYZ Dental.

5.6 Where a service cannot be completed because the Equipment, site or Customer is unavailable or not ready, the attendance and any additional attendance are chargeable.

5.7 If servicing becomes overdue, XYZ Dental may suspend Tier 3 parts and labour coverage until inspection, servicing and any required remedial work are completed at the Customer's cost.

5.8 Coverage does not apply retrospectively to faults, damage or deterioration arising or developing while required servicing was overdue.

6. Customer Maintenance and Records

6.1 A Support Agreement does not replace the Customer's responsibility to maintain Equipment in accordance with Manufacturer requirements and keep adequate records of maintenance and calibrations.

6.2 Required maintenance includes, where applicable, daily/weekly/monthly cleaning, collet cleaning and maintenance, spindle/chuck maintenance, coolant monitoring/replacement, filter replacement, lubrication, compressed-air checks, swarf/waste removal, tool/holder inspection and Manufacturer-required calibrations.

6.3 XYZ Dental may request maintenance records, calibration records, photographs or logs during troubleshooting, warranty assessment, renewal or coverage assessment.

6.4 Where failure to perform or record required maintenance may reasonably have caused or contributed to the issue, the related part, repair or labour may be excluded from coverage. XYZ Dental may require chargeable maintenance, service, calibration or remedial work before coverage continues.

7. Holder Calibration and Recalibration

7.1 Calibration and recalibration of implant and blank holders is not standard technical support or standard parts coverage.

7.2 Medentika, NT-Trading and DESS holder recalibrations are chargeable services, including where requested as part of troubleshooting implant fit, positioning, accuracy or manufacturing issues.

7.3 The Customer is responsible for applicable recalibration, freight, travel, calibration-accessory and related costs. Recalibration does not guarantee resolution of the reported issue.

7.4 Where calibration is inherently required to complete an otherwise covered repair performed by XYZ Dental, XYZ Dental will determine whether that calibration forms part of the covered repair or is a separately chargeable holder/service calibration.

8. Tier 3 Parts Coverage

8.1 Tier 3 parts coverage applies only to eligible Spare Parts required to rectify a covered Equipment fault. XYZ Dental determines whether a replacement part is reasonably required to rectify the supported fault.

8.2 Parts coverage does not include:

- tools or burs;
- coolant, lubricants, filters, Wear Parts, consumables or materials;
- cosmetic components;
- accessories not listed on the Support Agreement;
- Customer IT equipment;
- compressors or air infrastructure;
- damage caused by Customer operation, collision, crash, misuse, negligence or accident;
- damage caused by inadequate utilities;
- damage caused by unauthorised repairs or modifications;
- damage caused by failure to perform required maintenance or servicing;
- damage caused by relocation or installation by unauthorised parties; or
- parts for Equipment not identified on the Support Agreement.

8.3 XYZ Dental may use new, Manufacturer-approved, refurbished or exchange parts where appropriate and permitted by the applicable Manufacturer program.

9. Tier 3 Labour Coverage

9.1 Tier 3 eligible repair labour covers reasonable technician labour required to diagnose and rectify a covered Equipment fault.

9.2 Labour coverage does not include Customer training, CAD/design work, nesting or production, general IT work, Customer maintenance, cleaning that should have been performed by the Customer, relocation, site works, compressor or air-system work, electrical or other trade work, Customer-requested modifications, work on unrelated third-party equipment, or repeated attendance caused by the Customer's failure to complete required actions.

9.3 Travel and accommodation remain additional even where the repair labour itself is covered.

10. Spare Parts, Exchange Parts and Returns

10.1 Not all Spare Parts are held in Australian stock. Many are machine-, configuration- or serial-number-specific and are ordered from the Manufacturer when XYZ Dental determines they are required.

10.2 Machine-specific or exchange components may include spindles, internal NUC computers, certain safety boards, other electronic boards/controllers and other Manufacturer-designated programmed, exchange or return components.

10.3 Supply is subject to Manufacturer availability, international freight, importation, customs clearance and applicable Manufacturer procedures. Parts coverage is financial coverage for an eligible part; it is not a guarantee of local stock or immediate availability.

10.4 Certain parts are supplied under Manufacturer exchange, core-return or defective-part-return programs. The removed/defective component must be surrendered to XYZ Dental for return to the Manufacturer.

10.5 The Customer must not retain, dispose of, dismantle, modify, sell or otherwise deal with a component required to be returned. Failure to return it within the required timeframe makes the Customer responsible for Manufacturer non-return fees, core charges, full replacement value, freight and other resulting costs, even where the replacement was otherwise covered.

10.6 Spare 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 any rights the Customer has under the Australian Consumer Law.

11. Consumables and Wear

11.1 Support Agreements do not provide unlimited replacement of consumables or Wear Parts.

11.2 Tool life and component life vary according to materials, strategies, operating conditions, maintenance, machine usage and Customer workflow. Manufacturer or XYZ Dental estimates of expected service life are indicative and are not guarantees.

12. Remote-First Support and Customer Cooperation

12.1 Remote diagnosis is the first support method wherever reasonably practicable. The Customer must participate in reasonable troubleshooting before onsite attendance is arranged.

12.2 XYZ Dental may require photographs/video, screenshots, errors, logs, CAM/design files, software versions, calibration results, air-pressure information, coolant information, test results and details of changes preceding the fault.

12.3 The Customer must make the Equipment and an appropriately trained operator available and perform reasonable diagnostic steps. XYZ Dental may pause a case where required information, access or testing is not provided.

12.4 XYZ Dental may determine that onsite attendance is required where an issue cannot reasonably be diagnosed or resolved remotely.

12.5 A support request may be limited to the reported issue. Additional unrelated issues may be treated as separate support matters and may be chargeable.

13. Remote Access and TeamViewer

13.1 TeamViewer must be installed and available on supported CAM computers. Unless expressly prohibited by Customer IT/security requirements, the XYZ Dental TeamViewer version or configuration requested by XYZ Dental must be used.

13.2 By requesting remote support, the Customer authorises reasonable remote access to the relevant Equipment, control computer or software.

13.3 CAM faults, reinstalls or additional support caused by removal, disabling or failure to maintain required remote access or IT prerequisites are chargeable regardless of otherwise applicable support coverage.

13.4 The Customer is responsible for backups and for managing patient, clinical and confidential information before remote access. Unnecessary patient information should be closed or restricted before remote access is provided.

14. IT, Networks and Approved Computers

14.1 XYZ Dental does not provide general IT support and is not responsible for Customer internet, Wi-Fi, switches, routers, networks, firewalls, antivirus, Windows administration, domains, user permissions, backups or third-party IT.

14.2 XYZ Dental recommends and supports a suitable wired network connection for connected production Equipment. Connection problems caused by Wi-Fi, Customer networking or third-party IT are outside standard support.

14.3 Where a Manufacturer requires an approved control computer/workstation, support applies only to the approved system. Customer-self-sourced computers are not supported where they have not been approved by XYZ Dental and/or the Manufacturer.

14.4 Customer or third-party changes to operating systems, firmware, drivers, security settings or machine-control environments may be excluded where they create compatibility or operational issues, and work required because of them may be separately chargeable.

15. CAM Support and CAD Exclusion

15.1 Technical support for supported CAM systems may include assistance with software operation, machine communication, CAM errors, strategies supplied or supported by XYZ Dental, nesting-related technical faults, machine output troubleshooting and supported manufacturing workflows.

15.2 Support does not mean XYZ Dental will routinely nest, program or prepare the Customer's production work. XYZ Dental may demonstrate a workflow or modify a test case for diagnostic purposes without assuming responsibility for the Customer's ongoing production.

15.3 Support Agreements do not include dental CAD design services, restoration design, treatment planning or general design-software training unless expressly stated. Where a manufacturing problem originates from a Customer design, XYZ Dental may identify the likely design issue but is not required to redesign the case.

16. exocad Support

16.1 exocad Flex licences and Perpetual licences with a current Opt-In contract may receive applicable XYZ Dental technical support and second-line Manufacturer escalation.

16.2 Outside those licence/support states, assistance is first-line only and chargeable at XYZ Dental's standard technical-support rate unless otherwise agreed.

16.3 exocad support is technical support only and does not include CAD design, routine case design, production work or general design training.

16.4 To remain eligible for a Support Agreement, supported software must be on the latest version required/supported by XYZ Dental and the Manufacturer and all applicable subscription, Opt-In or upgrade fees must be paid.

17. Software, Libraries and Implant Support

17.1 Before implant-related troubleshooting proceeds where a CAM/library issue is suspected, the Customer must ensure relevant CAD software, CAM software and associated implant/component libraries are on the most recent supported versions and correctly installed in both systems where corresponding libraries are required.

17.2 Required upgrades/updates are a diagnostic prerequisite and are at the Customer's cost. An update does not guarantee resolution and no refund is due merely because the update does not resolve the reported issue.

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

17.4 Issues caused by outdated, mismatched, incorrectly selected, modified or unsupported software/libraries may be excluded or chargeable and are not covered parts or labour events under Tier 3.

18. Custom CAM Strategies and Third-Party Modifications

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

18.2 Where custom strategy work is accepted, it may require Manufacturer involvement/approval, and development, testing, liaison and support are chargeable at the applicable hourly rate unless separately quoted.

18.3 Custom strategy development and support are excluded from standard Support Agreements unless expressly included.

18.4 Customer- or third-party-created/modified strategies, hardware, equipment, accessories, upgrades, integrations, machine parameters or other modifications not approved by XYZ Dental/Manufacturer are unsupported. The Customer assumes responsibility and related troubleshooting is chargeable.

19. Compressors and Compressed Air

19.1 Compressors, air dryers, pipework and site compressed-air infrastructure are not covered under an XYZ Dental Support Agreement. XYZ Dental does not install, service, repair, modify, commission or certify them.

19.2 XYZ Dental may inspect or measure the air supply as part of Equipment troubleshooting. If XYZ Dental reasonably determines that compressed air may be contributing to an Equipment issue, the Customer must arrange assessment and rectification by a suitably qualified air technician.

19.3 Labour, parts or repeated support required because of inadequate pressure, flow, moisture, oil, contamination, filtration, drying or other Customer air-supply problems are not covered under Tier 3.

20. Authorised Operators and Third-Party Technicians

20.1 Support is provided to the end-user Customer and appropriately trained Customer operators.

20.2 For XYZ Dental support purposes, only staff trained by XYZ Dental or expressly recognised by XYZ Dental for the applicable Equipment may operate the Equipment and request operational support.

20.3 XYZ Dental does not provide technical support, service assistance, protected information or escalation to third-party technicians, competitors or independent repairers, even where they state that they hold relevant training.

20.4 Equipment 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. Unauthorised intervention may exclude resulting faults from contractual support coverage to the extent permitted by law.

21. Service Passwords and Protected Information

21.1 XYZ Dental will not provide Manufacturer service passwords, protected engineering credentials, restricted diagnostic access or other protected service information where disclosure is prohibited by XYZ Dental's contractual or Manufacturer obligations.

21.2 A Support Agreement does not create any right to obtain service-level credentials, Manufacturer-only documentation or protected technical information.

22. Manufacturer Support and Escalation

22.1 XYZ Dental is the Customer's support/service contact for products for which XYZ Dental is the authorised reseller support channel, unless XYZ Dental directs otherwise in writing.

22.2 Customers must not rely on public Manufacturer contact details, portals, links or general information as creating a right to bypass the applicable XYZ Dental reseller support process.

22.3 XYZ Dental determines when Manufacturer escalation is appropriate and cannot guarantee Manufacturer response, resolution, software-fix or parts timeframes. Escalation does not automatically mean that a fault is covered by Manufacturer warranty or by the Customer's Support Agreement.

22.4 XYZ Dental is not bound by Manufacturer-published overseas spare-parts lead times, service targets or availability statements. Australian distance, stock, international freight, importation and customs may affect timeframes.

23. Troubleshooting Parts, Materials and Costs

23.1 XYZ Dental may reasonably require Spare Parts, Wear Parts, tools, filters, materials, calibration accessories or other items to isolate or diagnose a fault.

23.2 Unless covered by Manufacturer warranty or the applicable Support Tier, those items are at the Customer's cost.

23.3 Subject to applicable law, XYZ Dental is not responsible for the cost/value of tools, burs, blanks, zirconia, titanium, PMMA, resins, implant components, consumables, calibration items, machine time, Customer staff time or workpieces used, consumed or damaged during reasonable troubleshooting recommended by XYZ Dental or the Manufacturer.

23.4 A diagnostic recommendation does not guarantee that the item/test will ultimately prove to be the cause or resolve the issue.

24. Onsite Attendance, Site Access and Safety

24.1 Onsite attendance is not included unless expressly stated. Where chargeable, labour is charged at XYZ Dental's applicable rate and travel/accommodation are additional.

24.2 Before attendance, the Customer must provide safe, unobstructed working clearance of at least 1 metre around the front, back and sides of the Equipment unless XYZ Dental approves otherwise.

24.3 The Customer must provide safe access, utilities and site conditions. XYZ Dental may refuse or stop work where electrical, compressed-air, ventilation, access, Equipment condition or other circumstances present a safety risk or risk of further Equipment damage.

24.4 If attendance cannot proceed because the site, Equipment, access, required staff or prerequisites are not ready, additional attendance, technician time, travel and accommodation are chargeable.

25. Training Is Separate from Support

25.1 Support does not include operator training, refresher training, onboarding replacement staff, CAD/design training, routine nesting or production assistance unless expressly stated.

25.2 Repeated requests indicating that additional training is required may be reclassified as training rather than technical support.

25.3 Additional/refresher training is charged at $1,500 + GST per trainer per day plus applicable travel and accommodation unless separately quoted.

26. Support Hours, Priority and Resolution

26.1 Standard support is provided during XYZ Dental's normal Australian business/technical-support hours, excluding applicable public holidays and closure periods unless otherwise agreed.

26.2 Messages received outside support hours may be treated as received on the next business day.

26.3 XYZ Dental will use reasonable endeavours to respond to and progress support requests according to their technical severity, Customer impact and Support Tier. Tier 3 Customers may be prioritised ahead of Tier 2, Tier 2 ahead of Tier 1, and Customers with an active Support Agreement ahead of non-agreement Customers where circumstances are otherwise comparable.

26.4 Priority does not guarantee immediate response, fixed resolution time, continuous uptime or emergency/on-call support. Resolution may depend on Customer cooperation, Manufacturer response, parts availability, freight, software providers and other circumstances outside XYZ Dental's reasonable control.

27. Warranty and Support

27.1 A fault may be covered by Manufacturer warranty even where the Customer does not hold a Support Agreement, subject to the applicable warranty conditions and statutory rights.

27.2 The existence of a Manufacturer warranty does not create an entitlement to unlimited free XYZ Dental technical support, onsite labour, travel, accommodation or training.

27.3 Where a Manufacturer warranty claim is approved, the parts or services provided by the Manufacturer will be handled in accordance with the applicable Manufacturer process.

28. Customer-Caused Damage and Fair Use

28.1 Support resulting from misuse, collision, accident, unauthorised intervention, inappropriate materials, incorrect operation, inadequate maintenance, unsuitable utilities or operation outside Manufacturer requirements may be separately chargeable regardless of Support Tier.

28.2 Support Agreements are intended to provide reasonable technical support for normal operation of the covered Equipment. They do not provide unlimited access to XYZ Dental staff for production, training, design, IT administration or tasks outside technical support. XYZ Dental may treat excessive requests outside the intended scope as chargeable services after advising the Customer.

29. Fees and Payment

29.1 Unless otherwise agreed in writing, annual Support Agreement fees are payable in full in advance, before coverage commences.

29.2 Unless otherwise agreed in writing, the following are payable in full before the work is carried out or the part is ordered. This applies to all Customers, including those with an approved trading account:

- servicing, including required scheduled servicing not included in the Customer's Support Tier, on the quoted amount;
- repairs not covered by the Customer's Support Tier, on the quoted amount; and
- Spare Parts not covered by the Customer's Support Tier, before the Spare Part is ordered, dispatched or fitted.

29.3 Wear Parts replaced during a service are payable within 7 days of the invoice date.

29.4 Where additional repair work or parts are identified during a service or repair, XYZ Dental will advise the Customer and obtain approval before proceeding. Approved additional work and parts are payable on the same basis as clause 29.2.

29.5 Other chargeable work, including chargeable remote technical support, is payable in accordance with the Customer's payment terms under the XYZ Dental General Terms & Conditions of Trade.

29.6 The current standard technical-support rate is $195 + GST per hour, billed in 15-minute increments. The current standard technician/training day rate is $1,500 + GST per technician/trainer per day, plus applicable travel and accommodation.

29.7 XYZ Dental may advise the Customer when investigation has moved outside the included scope and will obtain approval before undertaking material chargeable work.

29.8 Support Agreement pricing applies only for the stated agreement period. Renewal pricing is based on XYZ Dental's then-current rates. Unused services, support time, service visits or other entitlements do not roll over or create a credit unless expressly stated.

29.9 XYZ Dental may suspend Support Services where invoices are overdue. Suspension does not extend the agreement expiry date unless expressly agreed.

29.10 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. 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.

30. Travel and Accommodation

30.1 Travel, accommodation and associated expenses are not included in any standard Support Tier unless expressly stated.

30.2 Where onsite attendance is required, the Customer is responsible for reasonable airfares, accommodation, vehicle hire, fuel, taxis/rideshare, parking, tolls, transfers, freight/transport of tools or parts and other reasonable attendance expenses.

30.3 Where reasonably practicable, XYZ Dental will provide an estimate of significant travel costs before confirming attendance. Travel costs vary according to Customer location, technician location, availability and urgency.

31. Renewal, Cancellation and Software Continuity

31.1 XYZ Dental ordinarily invoices renewals approximately 60 days before the applicable renewal date and may send a reminder approximately 30 days before renewal. These are administrative courtesies; the Customer remains responsible for monitoring renewal and cancellation dates.

31.2 Where a Support Agreement, subscription or Manufacturer program is designated as automatically renewing, it renews for the applicable period unless XYZ Dental receives written cancellation/non-renewal instructions before the applicable deadline, subject to the underlying Manufacturer/software terms and applicable law.

31.3 The Customer remains responsible for charges XYZ Dental becomes contractually committed to pay to a Manufacturer/software provider because cancellation instructions were not received in time.

31.4 XYZ Dental does not ordinarily cancel or allow CAD/software subscriptions to lapse without written Customer instruction, to avoid unintended downtime, loss of update/support eligibility or reactivation costs.

31.5 Verbal discussions with a salesperson or technician do not constitute cancellation. Cancellation/non-renewal instructions must be in writing.

32. Expiry, Lapse and Reinstatement

32.1 Support ceases when the applicable agreement expires unless renewed. Renewal is subject to XYZ Dental's then-current pricing, terms and eligibility requirements.

32.2 Renewal/reinstatement may require Equipment inspection, servicing, software upgrades and rectification of pre-existing faults at the Customer's cost.

32.3 Pre-existing faults may be excluded or required to be repaired before Tier 2 or Tier 3 coverage commences.

32.4 Renewed or reinstated coverage does not retrospectively cover faults arising during a lapsed or uncovered period.

32.5 XYZ Dental may decline or limit coverage where Equipment/software is obsolete, end-of-life, unsupported by the Manufacturer or parts/technical escalation are no longer reasonably available.

33. Relocation and Transfer

33.1 Coverage applies to the identified Equipment, serial number and Customer location.

33.2 The Customer must notify XYZ Dental before relocating covered Equipment. Relocation, transport, reinstallation and recommissioning are not included unless quoted.

33.3 A Support Agreement does not automatically transfer to a new owner, entity, site or different Equipment without XYZ Dental's written approval.

34. No Uptime, Production or Clinical Guarantee

34.1 XYZ Dental does not guarantee uninterrupted Equipment operation, production capacity, a particular manufacturing outcome or resolution timeframe.

34.2 Customers remain responsible for appropriate business-continuity and production-contingency arrangements.

34.3 Support does not include clinical advice, treatment planning, implant selection or responsibility for patient outcomes.

35. Confidentiality, Troubleshooting Images and Privacy

35.1 Each party must reasonably protect confidential information received in connection with Support Services. XYZ Dental will access Customer systems and data only as reasonably required to provide authorised Support Services.

35.2 The Customer grants XYZ Dental permission to use photographs, screenshots, machine/error images and other technical images voluntarily supplied during troubleshooting for internal training, technical documentation, knowledge-base articles and educational support content.

35.3 Before external publication, XYZ Dental will remove or obscure patient-identifying information, Customer-confidential information and information that reasonably identifies the Customer unless separate consent to identification is obtained.

35.4 The Customer should not provide patient-identifying information unless reasonably necessary and appropriately authorised, and remains responsible for patient and clinical data stored on its systems.

36. Customer Conduct

36.1 XYZ Dental may pause or terminate an individual support interaction where staff are subjected to threatening, abusive or unsafe conduct, without limiting rights or obligations that cannot lawfully be excluded.

37. Australian Consumer Law

37.1 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law.

37.2 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.

37.3 Clause 38.3 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.

38. Liability

38.1 To the maximum extent permitted by law, XYZ Dental is not liable for indirect, consequential or special loss arising from Equipment downtime or Support Services, including loss of production, appointments, revenue, profit, opportunity or business interruption.

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

38.3 Where Support Services, Spare Parts or other goods 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.

38.4 Clause 38.3 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.

38.5 Clause 38.3 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 10.6), or any Manufacturer warranty.

39. Force Majeure

39.1 XYZ Dental is not responsible for delay caused by circumstances outside its reasonable control, including Manufacturer delay, parts shortage, freight/customs disruption, natural disaster, industrial action, government action or utility failure.

40. Agreement, Variation and Governing Law

40.1 The Support Agreement quotation/renewal, these Terms and applicable schedules form the support agreement. A specifically negotiated term in the quotation prevails over an inconsistent general term.

40.2 Variations must be agreed in writing by an authorised XYZ Dental representative.

40.3 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 applicable law.

41. Contact

41.1 Support requests and 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.

SCHEDULE A - SUPPORT TIER SUMMARY

Tier 1 - Remote Support

Includes: remote technical support; phone/email support; remote diagnostics; Manufacturer liaison; CAM technical support; priority over non-agreement Customers.

Not included: annual service labour; repair labour; Spare Parts; Wear Parts; travel; accommodation; consumables; CAD/design; nesting/production; training; compressor/air-system work.

Tier 2 - Remote Support + Annual Service Labour

Includes: all Tier 1 services; higher priority; labour for one annual preventive service.

Not included: additional required servicing (e.g. second 6-monthly Roland DGSHAPE service); repair labour; Spare Parts; Wear Parts; service parts; travel; accommodation; consumables; CAD/design; nesting/production; training; compressor/air-system work.

Tier 3 - Comprehensive Support

Includes: all Tier 1 services; highest priority; labour for one annual preventive service; eligible repair labour; eligible Spare Parts, subject to the coverage and exclusions in these Terms and to Manufacturer availability and exchange/core-return obligations.

Not included: additional required servicing; Wear Parts; service parts; travel; accommodation; consumables; CAD/design; nesting/production; training; compressor/air-system work.

SCHEDULE B - SERVICES ALWAYS EXCLUDED UNLESS EXPRESSLY QUOTED

- Travel and accommodation.
- Freight and specialist transport.
- Additional or refresher training.
- CAD/design services.
- Routine nesting and Customer production work.
- Clinical advice.
- General IT administration.
- Electrical, plumbing or building work.
- Compressor or compressed-air system work.
- Machine relocation.
- Consumables, tools, burs, Wear Parts and materials.
- Holder calibration and recalibration.
- Customer-caused damage.
- Work resulting from inadequate maintenance or utilities.
- Work on Equipment not identified in the Support Agreement.

SCHEDULE C - SUPPORT AGREEMENT DETAILS

Each Support Agreement quotation should identify: Customer; Equipment; Manufacturer; Model; Serial Number; Equipment Location; applicable software/licence; Support Tier; commencement date; expiry date; annual fee; whether annual service labour is included; whether parts coverage is included; whether repair labour coverage is included; and any specific variations or exclusions.

SCHEDULE D - KEY CUSTOMER OBLIGATIONS

- Maintain each covered machine and retain maintenance/calibration records.
- Complete required servicing: generally 6-monthly for Roland DGSHAPE and 12-monthly for imes-icore, unless otherwise specified.
- Pay for servicing, repairs and uncovered Spare Parts upfront; Wear Parts replaced during a service within 7 days.
- Keep supported software/licences current and pay required upgrade/Opt-In/subscription fees.
- Maintain approved computers and required remote access; use wired network connections where recommended.
- Use appropriately trained operators and do not engage unsupported third-party technicians/modifications.
- Return defective exchange/core components to XYZ Dental when required.
- Provide safe 1-metre technician working clearance before onsite attendance.
- Give written cancellation/non-renewal instructions before applicable deadlines.