

# New Order Form



Name of Clinic		
Postal Address		
Contact person		
Contact number		Email
Sales of Goods		
Amounts (excl. GST)	\$	
Inclusion (Special condition)		
Payment & Installment (The payment commences upon arrival of the invoice and the installment terms shall be specified and agreed)		
Pay Type. <input type="checkbox"/> Lump Sum <input type="checkbox"/> Installment		
Upfront (Deposit) \$		
Monthly of Installment		
EFT Account <b>MegaGen Aus</b> BSB <b>015 257</b> ACC <b>4106 00914</b>   <b>A2 Dental</b> BSB <b>065 146</b> ACC <b>1016 8642</b>		
Online payment <a href="http://pay.ausmegagen.com.au">http://pay.ausmegagen.com.au</a> (1.5% surcharge for credit card payment)		
Card Type. <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Amex		
Cardholder's Name. _____ Signature. _____		
Card Number. _____ Expiry date. _____ (MM/YY)    CCV. _____		
By signing below, I certify that the information provided on this form is true and accurate.		
Signed. _____ Date. _____		
Received by. _____		

Please send completed registration form to our business address below or email to [admin@ausmegagen.com.au](mailto:admin@ausmegagen.com.au)  
[A2Dental](http://A2Dental.com.au) / ABN 29 135 200 592 | Unit 1, 233 Greenhill Rd, Dulwich SA 5065 | Tel. 08 8364 0162

## Terms and conditions

### 1. Definitions

- 1.1 The "Client" means the person who buys or agrees to buy goods or services from the Supplier.
- 1.2 The "Supplier" means YS Dentech Pty Ltd/ A2 DENTAL(A2D).
- 1.3 "Conditions" means the Conditions of Sale and Contract set out in this document and any special conditions agreed in writing by the Supplier.

### 2. Conditions

- 2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.
- 2.2 All contracts of sale made by the Supplier shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Client.
- 2.3 If any amendments to these terms and conditions are required it is a condition that they be confirmed in writing.
- 2.4 Acceptance of delivery of goods or services shall be deemed conclusive evidence of the Client's acceptance of these Conditions.

### 3. Prices

- 3.1 The Price shall be that on the Supplier's current list price, or as shown on the Supplier's web site, or the price contained in the Supplier's specific quotation to the Client, as applies.
- 3.2 Should a product price or service change between receipt of order and dispatch the Client will be notified and given the opportunity to cancel the order.
- 3.3 All product prices are exclusive of GST and charges for packing, postage and carriage shall be paid depending on the condition of sale.
- 3.4 In the case of sales on credit, payment is due in full no later than 30 days from the date of invoice. Time for payment shall be of the essence and any failure to pay shall entitle the Supplier at its option to treat the Contract as repudiated by the Client or to delay delivery until paid.
- 3.5 First payment or full payment shall be provided to Supplier on the contract date, or date for first payment shall be provided and must be kept according to the contract agreed between two parties.

### 4. Temporary cease on Overdue Invoices

- 4.1 Temporary cease on overdue invoices shall accrue from the date when payment becomes due for over 30 days. The cease will automatically clear upon the date of payment. 10% interest may apply

### 5. Warranty and Liability

- 5.1 The Supplier warrants that the goods or services will at the time of delivery correspond to the description given by the Supplier. Except where the Client is dealing as a consumer all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the goods or services, whether implied by Statute, Common Law or otherwise are excluded and the Client is satisfied as to the suitability of the goods or services for the Client's purpose.
- 5.2 While every effort is made to ensure that the goods or service specifications are accurate, other manufacturers do add and remove functionality in their products as products and software are developed. It is highly recommended that an evaluation of the chosen product(s) or service is carried out to ensure that it meets your functional requirements prior to purchase.

### 6. Delivery

- 6.1 Where a specific delivery date has been agreed, and if this delivery date cannot be met the Client will be notified and a new delivery date agreed.
- 6.2 Whilst every reasonable effort shall be made to keep any delivery date, the date and time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Client or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.3 Delivery of the Goods or services shall be made to the Client's nominated delivery address and the Client shall make all arrangements necessary to take delivery of the goods or services whenever they are tendered for delivery.

### 7. Force Majeure

- 7.1 Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.

### 8. Cancellation

- 8.1 The Supplier reserves the right to refuse the cancellation request after both parties agree and cosign this Agreement
- 8.2 The Supplier reserves the right to claim restocking charge of 30% on goods only which are returned if they were ordered in error or are no longer required due to change of mind.

### 9. Liability

- 9.1 Except as may be implied by law where the Client is dealing as a consumer, in the event of any breach of these Conditions by the Supplier the remedies of the Client shall be limited to damages which shall in no circumstances exceed the price of the goods or service provided and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential damage or loss whatsoever.

### 10. Amendments

- 10.1 No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

### 11. Assignment

- 11.1 Neither Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

### 12. Notices

- 12.1 Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

### 13. Waiver

- 13.1 No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.
- 13.2 Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

### 14. Miscellaneous

- 14.1 Any and all contracts shall in all respects be construed and operate as an Australian contract and in conformity with Australian law.
- 14.2 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and conditions.
- 14.3 The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.
- 14.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

### 15. Loan Kits

- 15.1 Each kind of loan surgical kit to the clinic once only. Subsequent usage of the same kit will require the clinic to purchase a new kit for future surgeries. Please return kit to us at the clinic's own expense. A fee will incur if the return kit has any breakage or missing part(s).

### 16. Failed Implants

- 16.1 Exchange is eligible for failed implant that has been inserted into a patient for 1 month or more. Please send the Failed Implant Return form and fixture to us at the clinic's own expense.

### 17. Product Returns

- 17.1 Refund is eligible for new products that are unopened in its original packaging with invoice. Please send the unused new products with invoice to A2D at the clinic's own expense.

### 18. R2 Gate Planning Fee

- 18.1 R2 cases on hold for over 3 months will incur a \$100 planning fee. This fee is reimbursable toward completion of the same job if you decide to continue with the case later.

### 19. Course Cancellation

- 19.1 All courses require full payments upon sending this completed application. A2D reserves the right to cancel, postpone or modify the announced course content, limit enrolment, or change the location, time, date, or speakers due to unforeseen circumstances. A full refund of course fee will be issued if A2D cancel or postpone of any courses.
- 19.2 If participants cancel the course registration, they may receive refunds of 85% of the full registration fee until 3 months before the course, and 50% of the full registration fee until 45 days before the course. However, if it transfers to another attendee, it will be fully refunded.