

Premium Dental Lab Account Terms and Conditions

Edition 1 - as at 1 June 2021

These terms and conditions apply to any order of goods (products) and/or services made by Premium Dental Lab Pty Ltd (ACN 645 982 501), trading as Premium Dental Lab. We reserve the right to add to, delete or change these terms at any time. Any changes to these terms and conditions will be published on our website at www.premiumdentallab.com.au

Governing Law

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

1. Definitions

- 1.1. Premium Dental Lab, herein after referred to as 'PDL', 'we', 'us', 'our' or 'it', to the customer who places an order with us.
- 1.2. The term customer refers to the dentist and/or surgery who has/ have submitted a lab order form or sent a case for production. Herein after the Dentist or Surgery maybe referred to as 'you', 'customer'.

2. Intellectual Property

- 2.1. All intellectual property relating to production and manufacture of samples, prototypes will remain and always will remain the property of PDL. You do not receive any right, title or interest in the intellectual property rights in our product. If we source, produce or manufacture any product samples or prototypes specifically for you, you do not acquire any intellectual property rights in such samples and prototypes.

3. Medical Advice

- 3.1. PDL will provide goods or services to the customer based on instructions provided by the you (The Dentist) through the prescription form provided. From time to time, an associated clinician or technician will discuss the case with the customer through email, telephone or in person. The customer acknowledges that such discussions, and any representations by PDL, should be used merely as a guide rather than a definitive recommendation to adopt any specific action or treatment. Nothing transmitted in the course of such discussions shall constitute the establishment of a doctor-client-patient relationship between the customer and PDL. Responsibility for the diagnosis of a medical condition, and for the prescription of treatment planning, material use, or medicines, rests solely with the customer.

4. Dental Professionals

- 4.1. This information is intended for dental health professionals only. Please contact your dental health practitioner on potential **treatment** options suitable for your specific requirements.

5. Your Obligations

- 5.1. It is agreed that we are entitled to assume that anyone on behalf of you (including your employees) who places an order with us has full power and authority to do so. You agree to be bound to your obligations regarding the order, irrespective of whether or not that person followed your internal procedures before placing the order.

6. Pricing

- 6.1. The product prices are outlined in our price list. Prices are subject to change without notification. It is your responsibility to check pricing as needed before placing an order with us. For clarification of any of our products or pricing, please contact us before placing an order.
- 6.2. Unless specified otherwise, our prices are exclusive of GST or any other taxes. Where GST is applicable, according to the GST Act, A New Tax System (*Goods and Services Tax*) Act 1999 and any regulations thereunder, the customer must pay the applicable amount of GST in addition to the amount specified for the order.

7. Quotes, orders and acceptance

- 7.1. Any quotes for lab work which is not specified on the price list, a formalised or via email correspondence be provided which is only valid for 30 days from the date of the quote.
- 7.2. You may use your quote to submit an order for products outlined within the quotation only. Prices given in any quote are applicable to that quote only and will not apply in any other instance, unless confirmed in writing by us.
- 7.3. Any case that is received by PDL with instructions for the supply of goods is deemed an acceptance of these terms and conditions. This order is binding, and can only be amended with the written consent of PDL. Each order constitutes a separate and independent agreement.
- 7.4. PDL reserves the right not to accept an order for goods and services from any customer at it's own discretion.
- 7.5. Once a case has been accepted by us, it can only be altered or cancelled with our express consent, which alteration or cancellation may incur additional charges as determined by us. Any alteration or cancellation that is approved by us is independent of any other outstanding orders and will not in any way affect the status of other orders.
- 7.6. Any work order must be accompanied by a laboratory card clearly outlining the desired prescription, including, but not limited to, the product required, material selection, aesthetic and design requirements including shade, and any other information you deem necessary (including photos) for your requirements of the case. PDL will not be held liable for any

requirements that were not specifically outlined in the order, including shade discrepancies where photos were either poor quality or not provided.

8. Product Description

- 8.1. Any description of our products, both verbal and visual, are approximations to be used for identification only. These descriptions do not form part of our contract, and it is your responsibility to ensure that the product ordered is suitable for the intended use by you. PDL will not be liable for any product you order which is unsuitable for its intended use.

9. Infection control

- 9.1. All items sent to PDL must be decontaminated according to the Dental Board of Australia Guidelines for infection control.
- 9.2. Where applicable, all items sent from PDL have been decontaminated according to the Dental Board of Australia Guidelines for infection control.

10. Delivery

- 10.1. The customer is responsible for the safe and timely delivery of jobs sent to PDL for processing. PDL takes no responsibility for jobs that are delayed, damaged or lost in transit to PDL. The customer is responsible for payment of all delivery costs to PDL.
- 10.2. Where PDL offers a direct pickup or delivery service, PDL reserves the right to charge the customer a fee for this service. Fees for this service may change at any time without notice. You may request a quote for using this service at any time.
- 10.3. Where a direct delivery service is not available, PDL will utilise postal or courier service to deliver the products. PDL reserves the right to pass on these handling and delivery costs to the customer, which will be reflected on the invoice.
- 10.4. We reserve the right to charge the customer for the costs we incur in delivering our product to you in addition to all other amounts payable. These costs are payable under the same conditions as all other payments. PDL will only make delivery of completed work to the business address of the customer, and not to a residential or other address.

11. Production and Turnaround times

- 11.1. Our standard turnaround time to produce a case is 10 days, or 5 days for acrylic denture services. Complex cases will incur longer turnaround and in such situations, a technician from PDL will inform the customer.
- 11.2. Case clarification such as potential problems to discuss, technical queries, or we are waiting for a patient to attend for a shade match may cause additional delays and beyond our control and as such will exceed the standard turnaround times.
- 11.3. Implant cases may also take longer to manufacture depending on the need to order specific componentry.
- 11.4. A rushed (priority) turnaround is available for certain products on request, and attracts an additional charge of \$80 per unit. Priority lab work turnarounds are not universally available, and will depend on the availability of technicians and the details of the case. To ensure we are able to accept a particular case, please contact PDL prior to case submission.

12. Cancellations

- 12.1. We may cancel an order at any time before the product is supplied to you by giving you **notice**. If the situation arise, we will repay any sums paid by you in advance to us in respect of the relevant product. Cancellation may be a result of outstanding or overdue account or unable to obtain technical information in order to complete the lab work.

13. Payment and credit accounts

- 13.1. Credit is extended to the customer at the sole discretion of PDL and may be withdrawn at any time. PDL reserves the right to request payment in advance from any customer.
- 13.2. Where credit terms are requested, you agree and consent to us disclosing your business information to a credit reporting agency for the purpose of obtaining a credit report as deemed necessary by PDL.
- 13.3. If we agree to provide you with credit, we reserve the right to adjust, suspend or terminate the provision of credit to you at anytime. Where no credit terms have been extended, or a credit limit has been reached, PDL reserves the right to request pre-payment for any orders.
- 13.4. Where credit has been provided by PDL, a monthly statement will be provided early in the following month outlining all invoices raised during the month. The statement balance must be settled by the 15th day of the month that immediate follows the month that the invoices were raised. Any balance outstanding over 15 days may incur interest and administration charges. Any statement discounts or rebates will not be applied in any month where there is an outstanding balance. If an account remains unpaid beyond the due date, PDL reserves the right to hold/reject any cases from the customer until the balance is paid. PDL will not be liable for any delays caused by failure of the customer to pay an account.
- 13.5. Payment can be made by credit card or electronic funds transfer. Some credit cards may attract a surcharge.

14. Title and risk

- 14.1. While the risk of loss, damage or destruction to the product passes to the customer at the time of delivery, the title over

the goods only passes to you once payment in full has been made for the product.

- 14.2. For materials we provide to you, you should inspect the product immediately upon delivery, to ensure that nothing is missing or damaged. Any claims with regard to damage in transit or missing items must be received by us within 3 days of delivery. Failure to notify of loss or damage on delivery within this timeframe, may limit any claim of this nature.

15. Warranties

- 15.1. Subject to the warranty conditions below, PDL offers a warranty on all crown and bridge work for any fractures or defects that occurred as a result of the manufacturing process. We offer the following warranties (calculated from the invoice date) for the following products we provide to you:
 - e.max CAD: 5 year warranty
 - Zirconia: 10 year warranty
 - e.max Press: 12 month warranty
 - Full Gold crowns: 6 year warranty
 - Layered prosthesis: 12 month warranty on layering, framework as above.

- 15.2. The warranty of any product from PDL is subject to the following conditions:

- The warranty is valid for the above products only from the date of original invoice.
 - The damaged product must be returned to PDL for inspection.
 - PDL will assess the Product to determine, in its sole judgement, whether a full or partial refund, or replacement will be provided.
 - PDL reserves the right to void the guarantee if, in its sole judgement, the damage to the product has not been caused as a result of the manufacturing process.
 - Where PDL agree to replace the product, the new item will be made to the identical specification as the original product. Substitute materials will not be accepted without written approval from PDL.
 - If we determine that the warranty claim is valid, we will provide a replacement product under the same terms and conditions that a new product would be made, including turnaround times. Shipping costs will not be charged for any remake under warranty.
 - Where a replacement product has been provided, it will receive the same warranty as the product it replaced, except where, in the opinion of PDL, the material selected by the customer has a higher than usual chance of fracture or defect. This will be clearly discussed and documented with the client at the time.
- 15.3. Removable prosthodontics such as dentures/splints or any other removable product **DO NOT** have a written guarantee or Warranty provided by PDL.
 - 15.4. Any rights you may have under the warranty specified in these terms and conditions are in addition to other rights and remedies under law in relation to the products. Nothing herein shall exclude or modify any legal rights you may have under Australian Consumer Law or otherwise. For more information or to make a warranty claim, please contact PDL via email at admin@premiumdentallab.com.au

16. Limitations of Liability

- 16.1. To the fullest extent permitted by law, we are not to be liable to you for any consequential, special, incidental or other indirect loss or damage including loss of profit, loss of opportunity, business, revenue, goodwill or anticipated savings arising out of the performance, non-performance or defective performance of our obligations irrespective of whether or not we were made aware of the possibility of such loss; all implied warranties, terms and conditions in relation to the product including those implied by use, trade, custom or otherwise are hereby excluded.
- 16.2. To the fullest extent permitted by law (but subject to the Australian Consumer Law and any applicable express warranty in these terms and conditions), in respect of any products we provide to you: (a) your only remedy in respect of a damaged or defective product covered by a warranty we give is limited to the terms of that warranty; (b) if despite the foregoing limitation we are nonetheless held to be liable to you, then our maximum liability to you for any reason whatsoever, whether arising in tort or contract or otherwise, is limited, as selected by us, to either providing the product again, the payment of the cost of having the product supplied again or repairing the product. Without derogating from the foregoing, our maximum liability to you for any reason whatsoever is strictly limited to the amount paid by you to us in respect of an order.
- 16.3. You indemnify us from and against all claims, demands, suits, proceedings, costs, liability, loss, damage and expense (including legal costs on a full indemnity basis and any commissions or other expenses we pay to any debt collection agency we retain to recover or attempt to recover the monies you owe to us), suffered, paid or incurred by us arising from any breach by you of these terms and conditions or any order.