

Whilst every effort is made to provide the highest level of customer service and satisfaction, the following Terms and Conditions of Sale apply to every order placed with AMPAC DENTAL Pty Ltd ABN 24 104 378 967

Definitions

In these Terms and Conditions of Sale

- (1) "We", "our", "us", "Vendor" and "AMPAC DENTAL" means AMPAC DENTAL Pty Ltd. ABN No. 24 104 378 967
- (2) "You", "your" and "Purchaser" means the party to whom the goods and services are to be sold.

Agreement to and Variation of Terms and Conditions of Sale

By accepting delivery of goods or performance of service, you will be deemed to have agreed to the Terms and Conditions of Sale of AMPAC DENTAL Pty Ltd as laid out in this document.

This agreement cannot be varied on any sale or service without the written consent of an appointed Director of AMPAC DENTAL Pty Ltd. We may vary these Terms and Conditions at any time by notice in writing to you. Any such variation will take effect from acceptance of the first order for Goods following notice of the variation being given to you.

Trading Terms

Sale of Goods or Performance of Service are strictly on a cash on delivery basis unless a completed account application form has been received by us and accepted by an appointed Director of AMPAC Dental Pty Ltd.

For all sales made on account, payment terms are strictly fourteen (14) days from date of invoice.

10% Non-refundable deposit on acceptance of Quotation or Purchase Agreement from us. Balance payable on agreed commissioning date. If there is a non-supplier delay on commissioning (that is, a delay stemmed from client or installation issues) payment is due within 7 (seven) days of the original agreed commission date. If not paid by due date, overdue invoices are subject to 1.5% interest per month. You will be liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a Solicitor/client basis) incurred by us for enforcement of obligations and recovery of monies due from you to us.

We reserve the right to place your trading account on hold until payment of any outstanding amounts with respect to your accounts have been fully paid to us. We reserve the right to charge an accounting fee of 1.5% interest per month (compounded) for all outstanding accounts.

All sums outstanding become immediately due and payable by you to us if you make default in paying any other sums due to us, you become bankrupt or commit any act of bankruptcy, compounds with its creditors and have judgment entered against you in any court, or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.

Office Hours Customer-Service/Technical-Support

Our office hours are Monday to Friday 9AM to 5PM AEST (excluding public holidays).

Customer Service/Technical Support is available by phone (02) 9567 3555; fax (02) 9599 2153 or email: info@ampac-dental.com.au.

Charges may apply for technical support on goods not covered under warranty. Refer to **Phone support** on Page 2 of this document.

Prices

Unless otherwise stated, all prices have been quoted in Australian Dollars, exclusive of freight and/or postage, Sales tax and GST. Prices are subject to currency fluctuations and subject to change without notification.

Delivery

Delivery is between 1 to 3 weeks (To Be Advised). The delivery times made known to the Purchaser are estimates only and the Vendor shall not be liable for late delivery or non-delivery and under no circumstance shall the Vendor be liable of any loss, damage or delay occasioned to the Purchaser or its customers arising from the late or non-delivery or late installation of the goods.

Freight and Insurance

All goods are sent by freight and/or postage. Freight and/or postage costs will be added to your invoice. No credit will be given on freight, insurance and/or postage if goods are returned for credit and repair.

Method of Delivery is chosen by Ampac Dental Pty Ltd unless otherwise instructed.

Unless otherwise listed on your invoice, insurance is paid for by the Purchaser. Where insurance is charged by us, rates are chosen to best protect the article and is done so at our discretion (unless otherwise instructed).

Returned Goods and Cancellations

Products returned for credit without prior approval of Ampac Dental Pty Ltd will not be accepted. All returned goods must be accompanied with copy of original sales invoice and purchase date. Products can only be returned within one (1) month after the date of the invoice.

- All products returned must be in saleable condition (unopened, unused, undamaged, complete and in original packaging).
- We reserve the right to charge a 15% restocking charge on all returned goods that are non-defective and/or correctly supplied.
- For returned goods that are non defective and/or correctly supplied, no refund of freight and/or delivery charges will be given.
- All products for credit are to be returned by pre-paid freight.
- **No credit will be issued for goods supplied on indent order or goods that are specially supplied and are not part of our normal product inventory or listed within our product catalogues.**
- **Cancellation of orders will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for delivery.**

Warranty

New equipment is guaranteed for a period of twelve (12) months from the date of installation (unless otherwise stated) against defects arising from faulty workmanship or materials. Refer to the **Warranty Statement** further in this document for full product warranty details.

Installation

- a.** The client shall supply free of charge an adequate power supply which must be in operation before work commences. Prices quoted do not include carpentry, plumbing, painting, electrical, structural or other building work, which may be required.
- Compressors** are installed to the floor only. Nardi compressors CAD/CAM, 90L capacity and above require 15Amp power supply.
- X ray** units to be installed on walls constructed of either double brick OR concrete OR Pine OR Plywood 60mm minimum thickness.
- Melag Premium** autoclaves need 15Amp supply. Bench space **65cm** required for 23S+, 23VS+, 23B+, 24B+, Premium 43B+ and 44B+.
- DMega** For best results, suction motor pipes should be installed as close to the floor as possible, if required, a maximum 40mm vertical drop from the chair base and maximum 40 mm vertical drop from the suction motor to the laid pipes. Suction pipe should be 50mm with 40mm at the connection to the chair base and the suction motor. Suggested 45 ° pipe angles. Electrical switching requires figure 8 electrical switching wire to be run from the junction box of each chair back to the suction motor eg. From one chair to the next chair, allow 60cm to the junction box and then all the way back to the suction motor. **The warranty does not cover installation on pipes filled with debris or damage caused as a result of blockages in drain pipes or suction pipes.**
- b. Delayed Installation** If there is a non-supplier delay on commission (that is, a delay stemmed from client or installation issues) payment is due within 7 (seven) days of the original agreed commission date. Ampac Dental will hold the equipment for up to 4 months from original agreed commission date.

Orders

- a.** Orders for large and small equipment should include the following details: Purchase Order Number, Order Date, Quantity required, Part/Model number, Preferred Delivery Date, Method of dispatch, Name of person placing order, Colour (where applicable). As shown in Sky Dental Brochure 6 colours are standard: Blue, Sky Blue, Violet, Pink and Green. Swident standard colours are Black 913 and Navy 904. All other colours are at an additional cost.
- b.** Orders for consumables must be submitted via Purchase order Fax 02 9599 2153 or email info@ampac-dental.com.au.
- c.** Stock cannot be reserved without prior authorization by us accompanied by a written order, and cannot be reserved for more than the number of days agreed to. We reserve the right to decline any order.

Phone Support

- a.** Ampac Dental Pty Ltd may charge phone support to goods or services not covered under warranty at a charge determined by Ampac Dental Pty Ltd and notified to you.
- b.** Technical phone support for Trident OPG is charged at a rate of \$200+gst per hour.

Passing of Property

- a.** Property in the goods shall pass to the client upon receipt by Ampac Dental Pty Ltd of full payment of the goods.
- b.** Until property so passes the client holds the property as bailee for Ampac Dental Pty Ltd and the client shall store the goods separately from any other goods and in a manner, which clearly identifies them as the goods of Ampac Dental Pty Ltd and shall maintain the goods in the state and condition in which they were received.
- c.** The client authorises Ampac Dental Pty Ltd and its authorised agents to enter upon the client's premises, and to re-take possession of the goods where payment has not been received by Ampac Dental Pty Ltd. In accordance with this agreement where such goods are in the original or the altered form or mixed with any other goods of the client or any other property the cost of separation and removal shall be borne by the client.
- d.** Ampac Dental Pty Ltd may without prejudice to any of its rights and without notice, re-take goods which remain as its property and may enter the client's premises or any other place where the goods may be held if the client goes into bankruptcy or is placed in liquidation or administration or under Official Receivership, false account application, death or any encumbrance takes possession of the client's undertaking or any part of its property.

Personal Property Securities Act 2009

- a.** You acknowledge that you grant us a security interest in all present and after acquired goods supplied by us and their proceeds to secure all moneys owing to us now and in the future in respect of the supply of goods.
- b.** You undertake to provide any information that we may reasonably require to enable us to perfect and maintain the perfection of our security interest (including by registration of a financing statement).
- c.** You undertake to immediately notify us in writing of any changes in your name and/or any other change in your details (including, but not limited to, changes in your address, facsimile number, trading name or business practice).
- d.** You waive your right to receive a verification statement in respect of any financing statement and agree to the extent permitted by law that:
- Where we have rights in addition to, or existing separately from those in Chapter 4 of the PPSA, those rights will continue to apply and in particular, will not be limited by Part 4.3 in Chapter 4; and
 - The rights of you as debtor under Sections 130, 132, 135 and 137 shall not apply to these terms and conditions.
- e.** You will pay all costs, expenses and other charges incurred, expended or payable by us in relation to the filing of a financing statement or financing change statement in connection with these terms and conditions.
- f.** You agree you will not allow security interests to be created or registered over the goods in priority to the security interest(s) held by us.
- g.** Goods means all goods we supply to you from time to time, provided that:
- (but solely for the purpose of the application of the PPSA) where the goods supplied are your inventory, then all references to Goods in these terms and conditions shall in respect of those goods, be read as reference s to inventory for so long as they are held as inventory; and
 - where the goods supplied are not, or are no longer held as, your inventory, then all references to Goods in these terms and conditions shall, in respect of those goods mean the foods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by us and relating to those goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by you, incorporated in, and form part of these terms and conditions,
 - and unless the context requires otherwise, includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.
- h.** PPSA means the Personal Property Securities Act 2009.

Representations

The purchaser must be satisfied that the goods are of a description, quality and character suitable for the purposes for which they are purchased or any other purpose, and subject to any Legislation to the contrary, Ampac Dental Pty Ltd shall not be liable for any loss or damage (including direct, indirect, special, general or consequential loss), how so ever arising from the sale or from the client's failure to satisfy himself of those requirements. The purchaser acknowledges that Ampac Dental Pty Ltd does not sell by sample and even if the client has inspected any samples of the goods, no term is implied that the goods correspond with any sample. Ampac Dental Pty Ltd shall not be liable for any failure to perform or delay in any performance of this Contract by reason of whether wholly or in part any circumstances beyond its control.

Competition and Consumer Act 2010

- a.** Where the terms and conditions would otherwise be subject to the Competition And Consumer Act 2010 ("Act"), you agree that you are acquiring the Goods for business purposes and that the Act does not apply to the supply of the Goods to you.
- b.** If you are a consumer as defined in section 4B of the Competition and Consumer Act 2010, and you have not contracted out of the Act under clause W(a) of these Terms and Conditions, nothing in these Terms and Conditions will limit any rights you may have under this Act.

Product Specifications

Product specifications or designs are subject to change without notice by the manufacturer or by AMPAC DENTAL Pty Ltd with no obligation to supply and/or install earlier specification.

Privacy Act 1988 ("Privacy Act")

To enable us to access your application for credit, you authorise us:

- a.** to obtain from a credit reporting agency a credit report containing personal information about you and your Guarantors pursuant to Section 18K(1)(b) of the Privacy Act; and
 - b.** to obtain a report from a credit reporting agency and other information in relation to your commercial credit activities.
- AND in accordance with Section 18N(1)(b) of the Privacy Act, you authorise us to give to and obtain from any credit provider named in a credit report issued by a credit reporting agency information about your credit arrangements. You understand that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act. You understand the information can be used for the purposes of assessing its application for credit (Section 18L(4) Privacy Act), assisting it to avoid defaulting on its credit obligations, notifying other credit providers of a default by it and assessing its credit worthiness.

Guarantee

The Guarantor named hereunder in this Agreement hereby personally (and, if more than one, both jointly and severally) acknowledges that this agreement has been entered into with the Purchaser by Ampac Dental Pty Ltd at his or her request and in consideration of Ampac Dental Pty Ltd entering into this Agreement. The Guarantor covenants for himself, executors, administrators, assigns and successors with Ampac Dental Pty Ltd to unconditionally guarantee (and if more than one, both jointly and severally) to Ampac Dental Pty Ltd the payment, when demanded from the Guarantor, of every amount of whatever nature payable by the client to Ampac Dental Pty Ltd. This guarantee shall not in any way be affected by the following:

- (a)** Any variation of this Agreement with or without the consent or knowledge of the Guarantor;
- (b)** Any breach of the obligations of the client of this Agreement with or without the consent or knowledge of the Guarantor or Ampac Dental Pty Ltd;
- (c)** The granting of Ampac Dental Pty Ltd of any time, concession or indulgence to the client for the performance of any of the client's obligations;
- (d)** The absence of any Notice to the Guarantor of the default by the client in respect of this Agreement; or
- (e)** Any other circumstance or thing which but for this provision might determine or impair the operation of the Guarantee.

Force Majure

In events where the performance or observance under these stated Terms and Conditions of Sale is prevented, restricted or affected by a force majeure event we may give notice to you of such cause to you, and after 90 days of receipt by you of our notice, either party may terminate the sales contract which is the subject of such notice without penalty.

Governing Law and Jurisdiction

All sales of goods or provision of services made by Ampac Dental Pty Ltd are governed by the law of New South Wales, Australia, whose courts will have jurisdiction over any dispute between us.

Severability

Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.

No Waiver

No waiver by us of any term or condition will constitute a waiver of any other of these terms and conditions.

Limitations on Other Liability

Where permissible by law, the abovementioned Warranty Policy is given in substitution for all other terms, conditions, warranties and representations, express or implied, by statute or otherwise, as to the description, merchantable quality or fitness for purpose of goods which are supplied by us and all such terms, conditions, warranties and representations are now expressly excluded to the maximum extent possible.

Certain legislation, including the Competition and Consumer Act 2010 (or as amended or replaced) may imply warranties or conditions or impose obligations upon Ampac Dental Pty Ltd which cannot be excluded, restricted or modified except to a limited extent. Therefore

these Terms and Conditions of Sale must be read subject to any such statutory provisions. Where such statutory provisions apply, then to the extent to which we are entitled to do so, our obligation will be limited, at our option, to repairing the goods, replacing the goods, providing equivalent goods, paying to you the cost of replacing the goods, acquiring equivalent goods or having the goods repaired.

To the maximum extent permitted by law, and subject to any express exceptions contained in these Terms and Conditions of Sale, we will not, in any circumstances, be liable to any party claiming for any loss, damage, expense, injury or death (including, without limitation, loss of profits or any other direct, indirect, or inconsequential loss or damage) sustained or incurred by you or any other party resulting directly or indirectly or out of the supply, performance, handling or use of any goods supplied by us, or out of any breach of any contract incorporating these or any other agreed terms, or as a result of our negligence.

We do not promise that repair facilities or parts will be available except for the term of and in accordance of the applicable Warranty period.

Warranty Statement

All products are guaranteed to be free of defective materials and workmanship, and are covered under warranty subject to the following terms and conditions.

Unless stated otherwise as an Extraordinary Warranty Period, the Warranty Period for all equipment supplied from Ampac Dental Pty Ltd is 1 Year from date of original invoice. Extraordinary Warranty periods apply to the following listed Products:

Equipment	Warranty Period & Specifications
SWIDENT Dental Units	<ul style="list-style-type: none"> a) Purchased after 1/10/23, 5 years on parts. Purchased between 1/3/20 and 1/10/23, 4 years on parts. Prior to 1/3/20, 3 years on parts. Excludes all parts manufactured by 3rd parties: switches, syringes, curing lights, hand pieces, micro motors, scalers, dental lights, globes, suction tubes, handpiece tubing, suction valves. Spittoon valve, Swident warranty is 1 year. 1 year on labour at customer premises only, excludes travel expenses. b) Service by an authorized technician must be carried out at every 12 months. Certified copy must be sent to Ampac Dental. c) Recommended cleaning agents include Plastisept, Clinicare Neutral Detergent or Durr FD370. We do not recommend Viraclean or any other chemicals containing alcohol. d) Do not use warm water. We do not recommend using tablets. Using tablets in conjunction with distilled water will void warranty. e) Relocation of dental chair must be carried out by authorized or licensed technician otherwise warranty is void.
SKY Dental Units	<ul style="list-style-type: none"> a) 2 Years on parts (excluding globes, handpiece tubing, hoses and suction valves), 1 year on labour at customer premises only excluding travel expenses. b) Service by an authorized technician must be carried out at 12 months. c) Recommended cleaning agents include Plastisept or Clinicare Neutral Detergent. We do not recommend Viraclean or any other chemicals containing alcohol.
TECHNODENT Knee break chair	<ul style="list-style-type: none"> a) 2 Years parts. 1 year labour at customer premises only. Excluding travel expenses. b) Service by an authorized technician must be carried out at every 12 months. Certified copy must be sent to Ampac Dental. c) Relocation of dental chair must be carried out by authorized or licensed technician otherwise warranty is void.
L&R Ultrasonic Cleaners	<ul style="list-style-type: none"> a) 2 ½ Years on circuit board, 10 Years on tank; 5 Years on transducers. b) Repairs to be sent to Ampac Dental.
EURONDA Autoclaves B Class	<ul style="list-style-type: none"> a) 2 Years Parts, 1 Year Labour at customer premises only excluding travelling expenses. Door seals, filters and heating elements not included in warranty
MELAG Autoclave B Class	<ul style="list-style-type: none"> a) 2 Years or 2000 cycles whichever comes first on Parts, 1 Year Labour at customer premises only excluding travelling expenses. Door seals, Hepa filters, drain line protection filters and heating elements not included in warranty. b) Installation and service carried out by an accredited service company. Service at 12 months or at 2000 cycles. Warranty registration card and Letter of completion must be sent to Ampac Dental for second year warranty to apply.
DMEGA Suction Motors	<ul style="list-style-type: none"> a) 3 Years Parts, 1 Year Labour at customer premises only. Excluding travel expenses. b) Warranty does not cover installation on pipes filled with debris or damage caused as a result of blockages in drain pipes and suction pipes. c) Recommended cleaners include Durr OROTOL, Ainsworth Biopure. d) Yearly service required by authorized technician.
NARDI Compressors	<ul style="list-style-type: none"> a) 4 Years Parts after 1/6/22 (3 years prior 1/6/22), 1 Year Labour at customer premises only. Excluding travel costs. b) 15 Amp power supply required for CAD/CAM, 90L capacity and above. c) 25L compressor 8Bar is only suitable for 1 dental chair (not to be used with laboratory). d) Yearly service required by authorized technician.
AIR TECHNIQUES ScanXDuo, Edge, Elara	<ul style="list-style-type: none"> a) 2 Years Parts, 1 Year Labour at customer premises only excluding travelling expenses.
TRIDENT XRay Reader, CMOS Intraoral Sensor, OPG	<ul style="list-style-type: none"> a) 2 Years Parts, 1 Year Labour (Labour at customer premises only excluding travelling expenses. Client required to contact EPA and submit relevant form for Notification of purchase for Xrays and OPG. b) OPG parts – 2 years. Sensor – 1 Year on sensor parts. c) Yearly service required by authorized technician.
Handpieces	<ul style="list-style-type: none"> a) NSK, Bien Air – as per manufacturers' warranty.
DCI carts	<ul style="list-style-type: none"> a) 1 Year parts; 1 Year labour at customer premises only. Excluding travelling expenses

*Extended warranty period may be given in writing upon sale promotion.

Unless otherwise specified, labour and other costs for removal / reinstallation are not included under this warranty. Our warranty obligation is to provide repair, or at our option, provide a replacement part for a faulty item within the above listed periods. All incidental, special and/or consequential damages are excluded.

The purchaser is not entitled to compensation for equipment downtime. Warranty repairs or replacements are only covered for the period of the original warranty in place. *No other warranties or guarantees, expressed or implied are made.*

Warranty Statement

Please return signed copy to Ampac Dental Pty Ltd

Ampac Dental Pty Ltd extends warranty from the date of installation against defects or materials or workmanship to the original purchaser of its products and agrees to correct any defects that develop within the warranty period by repair or replacement at its discretion provided that:

- ☒ Warranty claims are notified to the company in writing.
- ☒ Inspection of the defect is carried out by an authorized Ampac Dental Pty Ltd Services technician and approval of the claim against Ampac Dental Pty Ltd Services warranty.
- ☒ An authorized Ampac Dental Pty Ltd Services technician carries out installation and repairs during the warranty period.
- ☒ Where approval for repair has been given by Ampac Dental Pty Ltd, transportable items must be suitably packed to prevent damage in transit. Such items include suction motors, compressors, curing lights, ultrasonic cleaners, alginate mixers, all handpieces, operating stools, mobile carts or vacujets.
- ☒ Licensed trades people have provided waste, electrical and other services that comply with regulatory authority standards and Ampac Dental Pty Ltd design standards.
- ☒ **Plastisept, Clinicare Neutral or Durr FD370 are recommended as cleaning agents on the Sky Dental Units and Swident Units. We do not recommend Viraclean or any other chemicals containing alcohol and will not cover any subsequent damage.**
- ☒ **We recommend the Suction motors are cleaned with Durr OROTOL.**
- ☒ The manufacturers, their distributor(s) and/or servicing center(s) are not obliged to supply replacement equipment during repair period* **unless stated within the sale's agreements.**
- ☒ Second hand equipment. Any warranty period applying to the sale of second hand equipment is made at the discretion of Ampac Dental Pty at the point of sale.
- ☒ Failure to follow the instructions as provided within the relevant Instruction and Maintenance Guides may void the warranty.

Items not covered under Warranty and Ampac Dental Pty Ltd SHALL BE RELEASED FROM ALL OBLIGATIONS under any warranty offered when:

- ☒ Non-authorized service personnel carry out installation, repairs or modification.
- ☒ Damage occurs due to negligence or misuse.
- ☒ **Halogen globes, globes, scaler tips, external suction tubing and terminal, O'rings, chair foot control, covers, separator tank (dry systems), suction valves, seals, filters, spittoon valves and isolation valves, Hepa Filters, drain line protection filters.**
- ☒ Call out service fees.
- ☒ Freight and packaging cost.
- ☒ Compensation for direct or indirect damage of any nature to person or objects caused by any equipment inefficiency.

IN PARTICULAR THE WARRANTY IS RENDERED NULL AND VOID WHEN:

- ☒ **Damage to equipment as a result of blockages in drain pipes, suction pipes** or use of cleaning liquids.
- ☒ The equipment is damaged by voltage spikes, fall, exposure to flames, liquid spillage, lightning, natural disaster, meteorological phenomenon or, in any case, by not imputable to a fault in manufacture.
- ☒ At the time of a warranty claim, product serial number is removed, cancelled, counterfeited etc.
- ☒ The purchaser suspends or delays, for any reason whatsoever, payment of any sum owed for equipment purchase and/or maintenance.
- ☒ Equipment is moved without engaging the services of a licensed professional technician .

Date	Client Signature	Name
Date	Witness Signature	Name
Date	Ampac Dental Signature	Name