

# Gunz Dental Terms and Conditions of Sale

## Credit Terms

Credit may be given to customers who have their credit application approved by Gunz Dental prior to ordering goods. Where credit is given, Gunz Dental's standard payment terms of full settlement of account on or by the last day of the month after goods were purchased (i.e 30 days end of month) shall apply.

Any variation to payment terms must be authorised by Gunz Dental in writing.

Account payments are accepted by Cheque, EFTPOS or Credit Card. Credit Card payments are accepted for current invoice payments only, due to the financial charges imposed. Gunz Dental reserves the right to recover as part of any overdue balance any surcharge charged to it on any credit card payments such rate which may apply from time to time on all account payments made outside Gunz Dental's standard Terms of Trade by credit card payment.

Failure to pay an invoice on the due date entitles Gunz Dental to suspend delivery, refuse further orders and cancel any existing contract for supply without further notice. Interest is payable on any overdue balance calculated from the date of purchase at the current prevailing interest rate under the Uniform Civil Procedure Rules 2005 for the whole or part of each month during which any such invoice is unpaid. Customers may be required by Gunz Dental to give security and /or surety. Gunz dental is entitled to charge an administration fee of \$110.00 per overdue invoice and to recover all and any legal and other costs and expenses arising from the collection of any overdue monies. Gunz dental is authorized to make all reasonable enquiries as to the credit worthiness and financial responsibility of a customer who has applied for and/or been given credit including reports from credit reporting agencies from time to time.

In the event of the company instructing its solicitors or mercantile agent to collect an overdue amount all legal fees and collection charges and tracing agents fee as between solicitor or mercantile agent and client shall be borne by the customer and all payments made shall firstly be made allocated towards such fees and charges there after to interest and finally capital.

Credit may be withdrawn if the customer exceeds the authorised credit limit.

Orders placed that are less than \$150.00 including G.S.T. will incur a handling fee of \$15.00. All other orders will be sent freight free via a method determined by Gunz Dental.

Goods supplied will remain the property of Gunz Dental until paid in full.

## Retention of Title

Goods means products supplied by or on behalf of Gunz Dental or otherwise offered by sale by Gunz Dental as recorded in any invoices, order forms or any other document or statement issued by Gunz Dental and including but not limited to dental, health and hygiene products including the following brands....

The risk in the goods passes to the customer upon delivery to the customer's premises or as the customer directs and title to the goods supplied by Gunz Dental remains with Gunz Dental until the customer has paid both the purchase price for the goods and any other money that they may owe to Gunz Dental at any time on any account.

The customer may sell or otherwise dispose of the goods in the ordinary course of the customer's business.

Where the customer disposes of the goods before payment to Gunz Dental the sales proceeds of such disposal are the property of Gunz Dental and the customer holds the proceeds on trust for Gunz Dental. Further, the customer, in disposing of the goods before payment to Gunz Dental, does so as Gunz Dental's fiduciary agent.

Gunz Dental may enter the customer's premises or elsewhere within business hours and seize any goods which have not been paid for by the due date without Gunz Dental having to give notice to the customer and the customer waives the right to receive any statutory or Person Property Securities Act 2009 (PPSA) notice.

While the goods remain the property of Gunz Dental the customer agrees:

- To store the goods separately at the customer's premises so that they can be easily identified;
- To only dispose of the goods in the ordinary course of the customer's business;
- Not to cause the goods to lose their identifiable character or be intermingled with other goods in any way by any process of its own or by a third party, except with Gunz Dental's prior written consent.
- That it has no rights or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation.
- That it cannot claim any lien over the goods.
- That it cannot create any absolute or defeasible interest in the goods in relation to any third party except with Gunz Dental's prior written consent.
- To provide Gunz Dental with access to the premises where the goods are stored to enable Gunz Dental to inspect and/or seize the goods.

The customer, by its acceptance of delivery of the goods adopts and accepts the trading terms set out in these terms and conditions.

The customer acknowledges and agrees this agreement is a security agreement for the purposes of the PPSA and that Gunz Dental will register its security interest in the goods and their proceeds as a purchase money security interest on the register.

Where the PPSA applies to action taken by Gunz Dental in relation to goods, the customer waives its right to receive any notice required under sections 95, 118, 121, 130, 132, or 135 of the PPSA.

The customer waives its rights under section 157 of the PPSA to receive notice of a verification statement.

continued next page



Gunz Dental Pty Ltd. ABN 27 111 262 205  
SYDNEY MELBOURNE BRISBANE ADELAIDE PERTH AUCKLAND  
HEAD OFFICE: City South Business Park, Unit 4, 26-34 Dunning Ave, ROSEBERY NSW 2018.  
POSTAL ADDRESS: Locked Bag 5000, ALEXANDRIA NSW 2015.  
TEL: 02 9935 6677 FAX: 02 9935 6666 WEB: www.gunz.com.au

## Gunz Dental Terms and Conditions of Sale continued

The customer acknowledges that sections 96, 125, 135, 142 and 143 do not apply to this agreement.

The customer must provide Gunz Dental, if requested, with all assistance to enable Gunz Dental to register its security interest in the goods.

Gunz Dental reserves the right to require the customer to indemnify Gunz Dental on demand for all costs and expenses including legal costs on a solicitor/client basis associated with:

- (a) registration or amendment or discharge of an Financing Statement registered for or on behalf of Gunz Dental Pty Ltd; and
- (b) Enforcement or attempted enforcement of any security interest granted to Gunz Dental Pty Ltd by the customer.

The customer must provide at least seven (7) days prior written notice to Gunz Dental of any change in its name, address or contact details.

The customer will not disclose any security agreement or other documentation disclosing any security interest nor any information of the kind described in section 276 (1) of the PPSA without Gunz Dental's prior written consent unless required by law.

### Returned Goods and Credit Claims

For all claims, initial contact should be made to Gunz Dental Customer Service.

Credit Returns will be accepted within 14 days of the Invoice Date, provided the goods have adequate shelf life, require no repackaging and are in an 'as-new' saleable condition. Goods that are not 'as-new', used or damaged in any way will not be accepted for credit. Return freight expenses will not be reimbursed.

Credit returns outside the 14 days will attract a restocking fee of 25% of the total value of the products returned, where there is not a valid reason for the return. Valid reasons include, but are not limited to: faulty products; damaged products; product with an expired use-by-date at the time of receipt; products received that differ from products ordered; over delivery. The restocking fee will be deducted from the credit note issued. Return freight charges will not be reimbursed where the customer is at fault and has not adhered to Gunz Company conditions.

Goods Damaged, Lost in Transit or Short Delivered - Such claims must be made within 14 days, quoting invoice number.

Claims regarding allegedly Defective Products - Except where specific warranty provisions apply, claims alleging defective product must be made to Gunz Dental within 12 months of supply or within the recommended shelf life of the product, whichever is the shorter period. Where a specific warranty period applies from the date of purchase, this will define the period within which claims will be accepted. Warranty claims for manufacturing fault will be processed only after an evaluation by Gunz Product Manager, Service Manager or their Representative.

Subject to that, Gunz Dental's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods and liability for consequential loss including loss arising from negligence or improper use is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at Gunz Dental's option, to repair or replacement of the goods.

### Disclaimer

Gunz Dental and its officers, directors, employees, agents and successors are not responsible for damages from any actions, claims, demands, damages, liabilities or suits of any nature, in law or in equity, arising from or in connection with supplied products or their use. It is understood that the customer will test and use supplied products according to the practices standard in the industry and in strict compliance with all applicable laws and regulations as they are intended to be used.

Certain products contain hazardous or harmful materials if misused; Gunz Dental does not warrant the safety or efficacy of the products. It is the customer's responsibility to understand the hazards involved in using such products and comply with instructions for use. It is the customer's duty to warn employees of any risks involved in using or handling the Products.

It is agreed that this contract is made in New South Wales and governed by the Laws of that State.



Gunz Dental Pty Ltd. ABN 27 111 262 205.  
SYDNEY MELBOURNE BRISBANE ADELAIDE PERTH AUCKLAND  
HEAD OFFICE: City South Business Park, Unit 4, 26-34 Dunning Ave, ROSEBERY NSW 2018.  
POSTAL ADDRESS: Locked Bag 5000, ALEXANDRIA NSW 2015.  
TEL: 02 9935 6677 FAX: 02 9935 6666 WEB: www.gunz.com.au