

Whilst every effort is made to provide a high level of service and customer satisfaction, the following Policies and Procedures apply to every order placed with Gritter Dental.

## Definitions

In these Policies and Procedures:

- (1) "we", "our", "us", and "Gritter Dental" means Gritter Dental Pty Limited ABN 54 129 241 167.
- (2) "you" and "your" means the party to whom the goods and services are to be sold.

## Customer Service/Technical Support

Department Hours are Monday to Friday 9AM to 5PM AEST (excluding public holidays).

Customer Service/Technical Support is available by phone (02) 9153 6700, fax (02) 9153 6677 or email: [gritter@optusnet.com.au](mailto:gritter@optusnet.com.au)

## Agreement to, and Variation of Policies and Procedures

By accepting delivery of goods or performance of service, you will be deemed to have agreed to the Policies and Procedures of Gritter Instrument Mfg Co Pty Limited as laid out in this document.

These Policies and Procedures cannot be varied on any sale or service without the written consent of an appointed Director of Gritter Dental.

## Price

All prices given are in Australian Dollars, and unless otherwise indicated, are Recommended Retail Prices.

There is no obligation for the end-seller to comply by the Recommended Retail Prices

Price lists do not include Goods and Services Tax, unless otherwise specified.

Prices included within all Gritter Dental Price Lists, regardless of date, are subject to change without notice.

All prices are F.O.B Peakhurst, New South Wales, Australia

## Placement of Orders

Select and place your order carefully. Make sure to include the following information with your order.

- |                         |                                |
|-------------------------|--------------------------------|
| * Purchase Order Number | * Colour (where applicable)    |
| * Purchase Order Date   | * Date Required <sup>^</sup>   |
| * Quantity Required     | * Method of Dispatch           |
| * Part/Model Number     | * Name of Person placing order |

<sup>^</sup>Stock cannot be reserved without prior authorisation 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.

## Trading Terms

Sale of Goods, or Performance of Service are strictly on a COD basis unless a completed account application form has been received by us and accepted by an appointed Director of Gritter Dental.

For all sales made on account, payment terms are strictly thirty (30) days from date of invoice.

Outstanding amounts falling outside account period are subject to having the account being put on hold until payment is made of all outstanding amounts. We reserve to right to charge an accounting fee of 1.5% per month (compounded) for all outstanding accounts.

## Product Specifications

Product specifications or designs are subject to change without notice by the manufacturer or by Gritter Dental with no obligation to supply and/or install earlier specification

## Freight and Insurance

All goods are sent freight and/or postage added. No credit will be given on freight, insurance and/or postage if goods are returned for credit and repair.

Method of Delivery is chosen but Gritter Dental unless otherwise instructed

Unless otherwise listed on 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).

## Title

Without limiting any rights we may have as an unpaid seller, until full and final payment is received by us for goods supplied:

- we will retain title to all goods which have been supplied to you
- you must hold those goods in a fiduciary capacity and solely as our bailee
- you must ensure that
  - the goods are kept in the condition in which they were delivered
  - the goods are stored in a way in which they can be easily traced and identified
  - the goods are at all times fully insured against all common and foreseeable risks
- we retain the right to trace the process of any sale of any goods to have we have retained title, but may have been sold by you.

In cases of false account application, bankruptcy, liquidation, insolvency, appointment of administrator, or death in which the supply of goods remains unpaid, we reserve the right to repossess those goods at any location in which they are located or stored.

## Returned Goods

- Products returned for credit without prior approval of Gritter Dental will not be accepted.
- Gritter Dental reserves the right to reject the return of goods that have been correctly supplied and are non-defective.
- All returned goods must be accompanied with copy of original sales invoice and purchase date
- Product can only be returned within one (1) month after date of 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.
- All products for credit to be returned by pre-paid freight.
- No credit can be issued for goods supplied on indent order or specially supplied that is not part of our normal product inventory or listed with our product catalogues.

## Force Majure

In events where the performance or observance under these stated Policies and Procedures 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 Gritter Dental are governed by the law of New South Wales, Australia, whose courts will have jurisdiction over any dispute between us.

## Warranty

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 Gritter Dental is twelve (12) months from date of original invoice.

An Extraordinary Warranty Period may apply for specific products, in which case the Extraordinary Warranty Period (and any variations to here-listed Warranty Policy) will be listed on the official Quotation, Indication of Order document, or Order Confirmation document.

Unless Other Specified, labour and other costs for removal and/or 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.

Where equipment is transportable, it must be returned to us for warranty repair with return freight costs borne by the purchaser.

The warranty does not cover damage resulting from improper installation or maintenance, accident or misuse. The warranty does not cover damage resulting from the use of cleaning, blockages of foreign materials, disinfecting or sterilising chemicals or process other than those listed within the Manufacturer's Instructions. Failure to follow the instructions as provided within the relevant Instruction and Maintenance Guides may void the warranty.

Repairs or replacements carried out under Warranty are only covered for the period of the original Warranty in place.

Shipping Damage or damage caused by equipment handlers or third-party installer is not covered under this warranty.

Second Hand Equipment is not covered under this warranty. Any warranty period applying to the sale of second hand equipment is made at the discretion of Gritter Dental at the point of sale.

*No other warranties or guarantees, expressed or implied are made.*

## 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 stature 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 Trade Practices Act 1974 (or as amended or replaced) may imply warranties or conditions or impose obligations upon Gritter Dental which cannot be excluded, restricted or modified except to a limited extent. Therefore these Policies and Procedures 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 Policies and Procedures, 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.