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ABN: 18 619 803 342

## **Terms And Conditions**

## Definitions

- These are the terms and conditions of ADL FERRARO Pty Ltd (ABN: 18 619 803 342) trading as Advance Dental Laboratory, herein after referred to as 'Advance Dental Laboratory', 'ADL', 'Us', or 'It'.
- ADL reserves the right to add to, delete or change these terms at any time. Any
  changes to our terms and conditions will be published on our website at
  www.avantdental.com.au and you should refer to the website from time to time for
  any such changes.

#### Acceptance

- Any instructions received by ADL from the customer for the supply of ADL manufactured devices shall constitute acceptance of the terms and conditions contained berein
- Upon acceptance of these terms and conditions by the customer, the terms and conditions are binding and can only be amended with the written consent of Advance Dental Laboratory.

## Credit Terms

- 1. ADL reserves the right not to accept laboratory work services from a customer.
- 2. ADL reserves the right to provide credit to customers, and can be withdrawn at any time.
- 3. ADL reserves the right to request payment in advance from a customer.
- 4. Where ADL has provided credit to a customer, invoices are due for payment thirty (30) days from the statement date. ADL reserves the right to charge administration and interest charges for any outstanding balances over 30 days.
- 5. It is the responsibility of the customer to monitor the level of credit given to them.
- Payments can be made by credit card, electronic funds transfer or cheque. Credit card will incur a 1% surcharge. American Express incurs a 1.3% surcharge.

## Service And Handling

- The customer is responsible for the safe and timely delivery of jobs sent to ADL for processing and manufacture. ADL takes no responsibility for jobs that are delayed, damaged or lost in transit to ADL.
- 2. ADL will charge a handling fee to all cases invoiced. ADL reserves the right to increase this charge at any time if our costs associated are increased.
- 3. ADL's normal turnaround times for jobs is approximately 2-10 in-lab days, this time when ADL receives the package. This turnaround time guide is conditional on there being no delays as a result of factors beyond ADL's control. Cases which require technical queries from ADL's technical services team specifically relevant to the progression of a case may result in the case taking longer, in such cases, we will always notify you or the practice in advance.
- 4. All ADL restorations will be manufactured according to the range selected by a dentist and charged in line with our listed prices. From time to time ADL will be required to perform part of the manufacturing process by a third party to achieve the highest quality outcome. Some of these parties may be located overseas. All cases requiring a third party are managed by a senior ADL technician with all quality control procedures performed in our state of the art facility in Perth.
- 5. If a dentist does not select a range on our order form, ADL will default to our classic range and charge in line with our listed prices.
- 6. ADL is responsible for the delivery of the completed work back to the customer. We use a national network of 3rd party express next day courier services. ADL warns that they cannot control unforeseen delays caused by courier services.
- 7. ADL reserves the right to not proceed with cases if one of our trained technicians believes the impression provided from the customer is not of a certain standard. If a new impression is needed ADL will charge an additional pickup charge. Should the customer prefer to proceed we will pour the model in our laboratory where we will attempt to define the margins and attempt to remove any imperfections (drags) to the best of our ability. This service will incur a \$50 surcharge. ADL then reserves the right to not honour a warranty if the case is insisted to be continued by clinician.
- 8. Implant components which have been paid for by ADL will be charged a 10% handling fee. Handling fee is calculated on top of any freight or additional charges ADL incurs in receiving components and calculated using the listed price given to ADL by specific suppliers. To avoid this charge ADL can order on behalf of dentist onto their accounts. Please provide ADL with the relevant account details so we can add to your customer file.

- 9. It is the responsibility of the dentist to ensure that the product ordered is suitable for its intended use by you and to the fullest extent permitted by law. ADL is not liable to you for any product you order which is unsuitable for your intended use. ADL is not liable for any patient clinical costs involved if a clinician deems a product not suitable for its intended use, this is the sole responsibility of the customer.
- 10. ADL will provide goods or services to the customer in accordance to the instructions prescribed on the order form provided by the customer, and may from time to time discuss the case with the customer over phone, via email or in person. The customer acknowledges that these types of discussions, advice or representations from ADL, should only be used as a guide rather than a definitive recommendation to then lead to a specific action or treatment. At no point do any of these such discussions constitute a doctor-client-patient relationship between the customer and ADL. It is the sole responsibility of the customer for the diagnosis of a medical or dental condition, and for the prescription of treatment planning or medicines rests solely with the customer.

## **Price And Payment**

- The price of ADL products and services available to purchase from us are described in our price list. Prices are subject to change without notification.
- ADL may change any aspect of the price list at any time without prior notice. It is the customer's responsibility to check the price list before placing an order with us.
- 3. ADL is responsible for the delivery of completed work back to the customer.
- 4. GST and other taxes will be added to the price of relevant products and services in accordance with legislation and taxation guidelines.
- 5. ADL prices will increase in line with CPI on an annual basis. These price changes will take effect on the 1st of July each year.

#### Warranty

- ADL period will depend on the product prescribed for manufacture, this time is from ADL offers a warranty on all prosthetic work against defects in workmanship and materials that occurred as a result of the manufacturing process (warranty).
- 2. If unsatisfactory material performance is experienced within the service warranty period, the repair or replacement of the device, excluding clinical costs, is covered. The new item will be made to the identical specifications as the original product instructed by the customer. Alternative materials will not be accepted. The warranty will be subject to the following conditions calculated from the date of our invoice:
  - The warranty is valid for the following products only splints and dentures: 6 months warranty.
  - The damaged product must be returned to ADL for inspection by one of our trained technicians.
  - ADL has full discretion whether the products are deemed faulty and whether a full or partial refund, or replacement of the product will be provided.
  - iv. The warranty extends to the replacement product provided except where, in the opinion of ADL and its trained technicians that the material selected by the customer has a higher chance than normal of fracture or defect.
  - v. The product will be remade for the customer in accordance with above clauses, not included is the semi-precious or precious metals or an implant components associated with the case.
  - vi. All original alloy (if applicable), original device and original models must be returned to the laboratory.
  - There is no written warranty on any removable prosthodontic products such as mouth guards, dentures, splints, orthodontic appliances or any other type of product supplied by ADL.
  - viii. Warranty is not transferable.
  - ix. The warranty is offered to dentists who have sourced the products from ADL and is not intended to exclude or limit any right or remedies a consumer has under the Australian Consumer Law.

## General

These Terms are governed by the laws of Western Australia. 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.

# Privacy Notice

L. Advance Dental Laboratory collects personal information about you and your patients to provide you and your patients with products and services. If your personal information is not collected, we may not be able to provide the products or services requested. ADL may disclose personal information about you to our manufacturing partners and other third party service providers. Some of these parties may be located overseas. If you provide us with information about another person, you must provide them a copy of this privacy notice.