1. Definitions

1.1 The following are Terms & Conditions on which Bordent Pty Limited (Borg Dental, we, us & our) sell Products & Service to its customers (Customer, you & your):

2. Whole Agreement & Exception

2.1 These Terms & Conditions constitute the whole of the agreement between the Customer, you & Borg Dental, us. All of the agreements between you & us are set out in these Terms & Conditions & they surpass all prior agreements, understandings & statements, whether written or not.

3. Terms of Payment & Interest

3.1 Payment in full shall be due & payable thirty (30) days from the date on invoice unless otherwise specified in writing by Borg Dental.

3.2 If any payment is not made in full by the due date then Borg Dental will be entitled to;

(a) Cancel or suspend any further delivery of Products & Services to the Customer under any other order; &

(b) Charge Interest at the rate of 3% per month calculated from the delivery date on any overdue amounts.

3.3 The Customer shall pay all the costs & expenses incurred or which will be incurred by Borg Dental in respect of any action for recovery of moneys or repossession of Products & Services, including but not limited to mercantile agent's fees, solicitors fees (on an indemnity basis), fees if legal advisers & other parties acting on behalf of Borg Dental.

3.4 Any Payment made by a Visa or MasterCard may incur a Merchant fee of 1.44% & will be charged directly to your credit card.

4. Delivery & Risk

4.1 Borg Dental shall arrange delivery of the Products & Services to the Customer's premises but if the Products & Services are damaged in any way during transportation or delivery then our liability is limited to repairing or replacing it if Borg Dental believes that is required.

4.2 Borg Dental will not be responsible for any costs or losses resulting from delays in the repair or replacement of the Products & Services.

4.3 Through a selected freight company by Borg Dental, we will organise the delivery of the Products & Services to the Customer ordered to the address specified in the order, within the agreed time frame, subject to their availability. Borg Dental, where goods are not available will notify the Customer as soon as possible.

4.4 Goods may be delivered in instalments and the Customer will be notified of such a decision.

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4.5 Freight charges are applicable & may vary from time to time. The Customer will be charged for any freight charges associated with delivery.

5. Acceptance & Return

5.1 No credit will be issued on freight, insurance &/or postage if goods are returned for credit or repair.

5.2 Borg Dental may charge additional delivery fees if there is no one available at the delivery address to receive or sign for the order.

5.3 Products can only be returned within fourteen (14) days after date of invoice.

5.4 Any Products that have been used for patient treatment (or clinical care) cannot be returned under any circumstances.

5.5 All products returned for credit must be in sealable condition (unopened, undamaged complete & in original packaging).

5.6 Borg Dental reserves the right to charge a restocking / handling fee of 15% on all returned Goods.

5.7 All products returned for credit are to be sent via pre-paid freight.

5.8 A credit cannot be issued for goods supplied on indent order or specially supplied that is not part of Borg Dental's normal product inventory or listed on Borg Dental's website.

6. Property & Title

6.1 Borg Dental remains the proprietor of the Goods & we reserve the right to dispose of the goods until such time as full payment is made for all amounts owing by the Customer to Borg Dental under these conditions.

6.2 If the Customer fails to pay all or part of the Customer's total indebtedness to Borg Dental under these conditions, or an event of default, Borg Dental may without notice & without prejudice to any of its other rights & remedies recover &/or resell the Goods or ay part of them & may enter upon the Customer's premises by its servants or agents for that purpose.

6.3 If Products & Services are deemed necessary to recover then the Customer will be liable for all Expenses to Borg Dental of such recovery & the Customer will be liable to pay an amount which is 20% of the price calculated from the date of Delivery up to the date of recovery of the Products & Services.

6.4 Until full payment for the amounts owing by the Customer to Borg Dental under these conditions

(a) The Customer shall store the goods in a way that clearly manifests Borg Dental's title; &

(b) The Customer shall hold the Goods as bailee & as a fiduciary for Borg Dental.

6.5 In case of false account application, bankruptcy, liquidation, appointment of administrator, or death in which the supply of goods remains unpaid. Borg Dental reserves the right to repossess those goods at any location in which they are located or stored.

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7. Force Majure

7.1 Borg Dental shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of God, acts of Purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, & inability due to causes beyond its reasonable control to obtain necessary labour, materials, or processing facilities.

8. Default

8.1 Should default be made by the Customer in paying any sum due under any contract between Borg Dental & the Customer as & when it becomes due or should the Customer become Bankrupt, Borg Dental may:

(a) (Without having to give notice thereof to the Customer) suspend all further deliveries of Goods until the default has been made good

(b) Refuse, change or withdraw extensions of credit at any time, & may demand immediate cash payment or all moneys owing under any contract;

(c) Seek reimbursement of any legal or debt recovery costs incurred in the recovery of moneys from customers owing under any contract without prejudice to any other right or remedy of Borg Dental under or in respect of these Conditions or such event.

9. Warranty

9.1 Goods supplied by Borg Dental remain Borg Dental's property until the Customer has paid the full sum outstanding.

9.2 Where equipment is transportable, it must be returned to Borg Dental for warranty repair with freight costs borne by the Customer.

9.3 Warranty is not covered under damage resulting in 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 Guides may void the warranty.

9.4 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 Borg Dental at the point of sale.

9.5 This warranty does not extend to damage to the Product that has occurred during transportation or loading / unloading before transit to the Customer or which is caused by negligence or misuse by the Customer or as a result of installation, repair of modification by personnel that are not approved by Borg Dental.

9.6 This warranty is conditional to the following;

(a) Any installation, repair &/or modification of the Product must be carried out service technicians approved by Borg Dental or are authorised agents of Borg Dental;

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(b) Borg Dental determining at its discretion whether or not the fault in the product is caused by faulty workmanship or material & whether or not such defect arose during normal operating conditions;

(c) The Product has been used in accordance to the Manufacturer's design standards & all waste, electrical or other services required for use in connection with the Product comply with regulatory authority standards & are provided by licensed tradespeople;

(d) The manufacturer's recommended regular maintenance procedures having been carried out on the product;

(e) The customer having used the product in accordance with the manufacturer's directions.

9.7 If any Product is repaired or replaced by Borg Dental during the warranty period this Warranty remains based on the original date of purchase.

10. Limitations

10.1 This warranty is restricted to the Product & does not extend to any autoclavable items & items deemed or considered consumable. Such as Globes, Scaler tips, External suction tubing & terminals, batteries, o rings, filters, Chair foot control covers & disposable separator tanks.

10.2 Borg Dental will not be responsible for the cost of any delays in the delivery of the Products & Services.

10.3 To the fullest extent permitted by law we will not be liable for any loss of profit or other economic loss, direct, indirect or consequential loss, special, general or other damages, or other expenses or costs; or for injuries to any person, arising out of your use or misuse of the Products & Services, or from anything under this Contract or from any common law duty by Borg Dental, our agents, or employees; however if any liability is incurred by us by operation of law then such liability shall be limited to the cost of replacing the Product & Services or performing any related services again.

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