



DENTECH LAB SUPPLIES Application Form

Business Ownership Details

Business Name:	<input type="text"/>
Trading As (if different):	<input type="text"/>
Business Proprietor Name:	<input type="text"/>
Proprietor's Email Address:	<input type="text"/>
Proprietor's Phone No.:	<input type="text"/>

Day-to-Day Details

Contact Name:	<input type="text"/>
Job Title:	<input type="text"/>
Email Address:	<input type="text"/>
Phone No.:	<input type="text"/>
Business Area of Speciality:	<input type="checkbox"/> Full Service <input type="checkbox"/> Denture <input type="checkbox"/> Crown and Bridge <input type="checkbox"/> Orthodontic <input type="checkbox"/> Clinical
Other (please Specify):	<input type="text"/>
Process / Workflow:	<input type="checkbox"/> Digital Printing <input type="checkbox"/> CAD/CAM <input type="checkbox"/> Analogue <input type="checkbox"/> All

Invoicing Details

Accounts Name:	<input type="text"/>
Accounts Email:	<input type="text"/>
Billing Company Name:	<input type="text"/>
Full Billing Address:	<input type="text"/>

Delivery Details

Contact Name:	<input type="text"/>
Full Delivery Address:	<input type="text"/>

I authorise goods to be left at the specified delivery address without a signature upon delivery required (mandatory)

Creditor Reference* (NOTE: without creditor references payment will be required upfront before products are dispatched)

Company Name:	<input type="text"/>	Company Name:	<input type="text"/>
Contact Name:	<input type="text"/>	Contact Name:	<input type="text"/>
Contact Email Address:	<input type="text"/>	Contact Email Address:	<input type="text"/>
Contact Phone No:	<input type="text"/>	Contact Phone No:	<input type="text"/>

I, the undersigned ("Client"), having read, understood and accepted the Terms and Conditions of Trade ("Terms") of Dentech Lab 2024 Ltd, Trading as Dentech Lab Supplies ("Supplier"), hereby agree that: The Supplier's Terms apply to all goods and/or services supplied to me. I accept that by placing an order, making payment, receiving services or otherwise engaging with the Supplier I am bound by the Terms. I confirm that I have had the opportunity to ask questions about the Terms and that any representations, statements or quotations given by the Supplier are subject to these Terms. I consent to the Supplier collecting, retaining and using information about me (or my organisation) for the purposes of assessing creditworthiness, administering the business relationship, and for marketing purposes (including direct marketing, email and electronic communications). I understand that marketing communications may include the Supplier promoting its goods and/or services to me (or my organisation), and I consent to receive such communications. I acknowledge that I may withdraw this consent (opt out), but that doing so may affect certain benefits or entitlements offered by the Supplier. I acknowledge that any estimated outcomes from marketing activities, such as increased sales, market share or customer reach, are speculative and are not guaranteed by the Supplier. This agreement is governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

Signed:

Name:

Date:

Title:

Terms and Conditions of Trade

1. Definitions

1.1 Unless otherwise specified, the following definitions apply in these Terms:

- (a) Business Day means any day other than a Saturday, Sunday, public holiday (as that term is defined in section 5(1) of the Holidays Act 2003) in Hamilton, New Zealand.
- (b) Company, we or us means Dentech Lab 2024 Limited t/a Dentech Lab Supplies (company number 9079152).
- (c) Confidential Information means information that:
 - (i) is by its nature confidential;
 - (ii) is marked by a Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
 - (iii) is provided by either Party, or a third party 'in confidence';
 - (iv) a Party knows or ought to know is confidential; or
 - (v) is of a sensitive nature or commercially sensitive to a Party.
- (d) Contract means the contract formed in accordance with clause 3.1, comprising the Terms and the content of the particular Order.
- (e) Customer, you or your means the person, firm, company or corporate entity that places an Order for Goods from us, which is accepted by us and a Contract is formed, in accordance with these Terms.
- (f) Default Rate means 14% per annum.
- (g) Delivery means, in the case of Goods, the delivery of the Goods to the Delivery Location as set out in clause 7.
- (h) Delivery Location means the location or address for delivery as recorded in an Order or as specified by you in writing.
 - (i) Force Majeure Event means an event that is beyond the reasonable control of the Party immediately affected by the event, including but not limited to:
 - (i) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics, epidemics and any natural disaster;
 - (ii) acts of government authority, whether lawful or unlawful;
 - (iii) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;
 - (iv) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; or
 - (v) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.
 - For the avoidance of doubt, a Force Majeure Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care.
- (j) Goods means the goods, products or materials (including components of the same) specified in an Order to be supplied by us to you.
- (k) Guarantee means a guarantee in a form requested by us from time to time.
- (l) Intellectual Property Rights means all intellectual property rights and interests (whether existing in statute, common law or in equity), including copyright, know-how, trade secrets, trademarks, trade names, domain names, designs, patents and other proprietary rights, recognised or protected by law.
- (m) Order means an order for Goods placed by you from time to time.
- (n) Parties means us and you and Party means either one of them.
- (o) PPSA means the Personal Property Securities Act 1999.
- (p) Price means the price payable by you to us for the provision of Goods under a Contract.
- (q) Quote means a valid, written quote provided by us to you.
- (r) Specifications means any technical or other specifications relating to the Goods, available on the Website.
- (s) Terms means these terms and conditions as amended from time to time.
- (t) Website means <https://www.dentech.co.nz/>.

2. Interpretation

2.1 Unless otherwise specified, the following rules of interpretation apply in these Terms:

- (a) References to the Parties include their respective executors, administrators, successors and permitted assignees.
- (b) References to the words including, include or similar words do not imply any limitation and are deemed to have the words without limitation following them.
- (c) An obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.
- (d) References to a statute or statutory provision means a New Zealand statute or statutory provision and shall include all statutes or statutory provisions amending, consolidating or replacing that statute or statutory provision referred to, and any regulations, codes, orders in council and other instruments issued or made under that statute or statutory provision.
- (e) References to written or in writing shall include all modes of presenting or reproducing words, figures and symbols in a visible form (including via email).
- (f) References to time and dates are to time and dates in New Zealand.
- (g) References to \$ are references to New Zealand dollars.

3. Application of Terms

3.1 Subject to clause 3.4, a Contract is formed when we accept an Order placed by you. We can accept an Order verbally, in writing or by Delivery of the Goods. In addition to these Terms, a Contract includes the terms of each Order and any Specifications unique to an Order.

3.2 For the avoidance of doubt, where an individual places an Order on behalf of a company or other entity, they do so as an agent for that entity and that entity is the Customer for the purpose of the Contract formed by that Order.

3.3 You will be deemed to have accepted these Terms by placing an Order as set out in clause 3.1 or accepting the Goods.

3.4 Despite any other provision in these Terms:

- (a) If the Parties have entered into a contract for the provision of the Goods which has been subject to effective negotiation between the Parties (Negotiated Contract), the terms of that Negotiated Contract will apply and prevail over any other terms and conditions (including these Terms).
- (b) In the absence of a Negotiated Contract, these Terms will apply and will prevail over any other terms and conditions in existence, unless otherwise agreed between the Parties in writing. We will not provide the Goods on any other terms and conditions unless otherwise agreed in writing, including any of your terms.

3.5 We may, at our sole discretion, require you to provide a Guarantee. We reserve our right to not commence work on any Order unless and until the fully executed Guarantee has been provided to us.

4. Orders

4.1 You may place an Order with us via phone call, text message, email, the Website or otherwise, requesting our delivery of the Goods.

4.2 Upon receipt of an Order from you, we may request further information from you in respect of the Order (if necessary). You must provide reasonable information, support and direction to us to clarify an Order.

4.3 Subject to clause 4.5, once placed, you may not cancel an Order, unless with our written consent. Provided the Order has not been shipped, we will not unreasonably withhold consent to cancellation.

4.4 If we are unable to accept an Order due to having insufficient stock of Goods to satisfy the Order, we may:

- (a) cancel the Order by notice in writing to you; or
- (b) place the Order on backorder (Backorder).

4.5 If we place the Order (or certain Goods forming part of an Order) on Backorder, a Contract is still formed pursuant to clause 3.1 for the Goods on Backorder. We will notify you if Goods are on Backorder (Backorder Notice). Unless we advise otherwise in the Backorder Notice (or clause 4.6 applies), you may cancel the Backorder at any time prior to us providing you with notice that the Goods on Backorder have been shipped, by notice in writing.

4.6 If we order Goods from our manufacturer specifically to fulfil your Backorder, then you may not cancel the Backorder.

5. Accounts

5.1 We may provide you with a personal user account on our Website to allow you to place Orders (Account). You are responsible for keeping your Account password secret and secure and must not allow any third party to use your Account.

5.2 We reserve the right, in our sole discretion, to terminate your Account if you breach these Terms or any of our other policies or terms and conditions.

6. Title and Risk

6.1 Title to the Goods will remain with us until all amounts owing to us by you under a Contract have been paid in full.

6.2 Risk in and of any loss or damage to the Goods passes to you on Delivery.

6.3 The Parties acknowledge that the Contract creates a security interest pursuant to the PPSA and we may register a security interest on the PPSA over the Goods supplied to you by us.

6.4 You agree and acknowledge that you:

- (a) have no rights under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA; and
- (b) waive your rights under the PPSA to receive a copy of any verification statement.

7. Delivery

7.1 Delivery with respect to Goods within an Order will be deemed to have taken place when we deliver those Goods to the Delivery Location.

7.2 By placing an Order you authorise the Goods to be left at the Delivery Location (without signature). We will not be liable to you for any loss associated with the Goods being left at the Delivery Location.

7.3 If we provide an estimated delivery date, we will use reasonable endeavours to meet that delivery date, however we will not be liable for any loss or damage suffered by you or any third party for failure to deliver the Goods by that date.

7.4 Unless otherwise agreed in writing or recorded in a Quote, we will arrange Delivery.

8. Inspection

8.1 You must inspect and accept or reject (as the case may be) the Goods no later than five Business Days after Delivery.

8.2 You must immediately inform us of any shortfall, damage or other issues relating to the Goods (Issues). We may require that you return the Goods to us (at our cost) for us to confirm the Issues. If we agree with the Issues notified to us with respect to certain Goods, we will, at our discretion, provide you with a full refund for those Goods or send you replacement Goods (at our cost).

8.3 If you fail to inform us of any Issues, you will be deemed to have accepted the Goods as complying with an Order and we will have no liability to you. In all other cases, clause 15 will apply.

9. Returns

9.1 Goods which comply with an Order must not be returned without our written approval. If our approval is given:

- (a) you are responsible for all costs associated with the return of the Goods;
- (b) the Goods must be returned to us within seven days of our approval and in their original condition; and
- (c) unless we elect, at our sole discretion, to provide you with a refund (less shipping and handling costs), we will provide you with a credit of the Prices for the Goods returned less any shipping and handling costs.

10. Price

10.1 In consideration of the provision of the Goods, you will pay us the Price. Subject to clause 10.7, the Price will be:

- (a) the Price included in a Quote (if any);
- (b) the Price set out on the Website at the time the Order is placed; or
- (c) as noted on the invoice provided by us to you in respect of the Order.

10.2 We may require you to pay a deposit. Despite clause 11.2, you must pay any deposit immediately on receipt of our invoice relating to the deposit.

10.3 Unless otherwise specified in writing or in a Quote, GST (payable under the Goods and Services Tax Act 1985), delivery/freight, handling, packaging, insurance (if applicable) and any other costs directly related to the provision of the Goods will be added to the Price.

10.4 We may change our Prices at any time and correct errors in our Prices at any time.

10.5 We may, at our sole discretion, offer you a discount on our standard retail prices (Discount).

10.6 If we provide you with a Discount, by way of a discount code to be applied to your Account or otherwise, you must keep the Discount confidential and must not use the Discount to place an Order on behalf of a third party. We reserve the right to revoke the Discount at any time on written notice to you.

10.7 Any Discount is only provided on the basis of, and conditional on, your compliance with these Terms (including payment Terms). If you do not comply with these Terms with respect to an Order (including not complying with clause 11), the Discount will be removed from that Order and you will be liable to pay the standard retail Prices for that Order, without Discount.

11. Payment

11.1 If you place an Order through the Website, we may allow you to pay by credit card or debit card either through the Website or via a third-party payment provider, at the time you place the Order.

11.2 Unless you have paid for your Order in full pursuant to clause 11.1, we will invoice you immediately following dispatch of the Goods.

11.3 You will pay our invoice in full, without set-off or deduction, on or before the date that is the 20th day of the month following the date of the invoice.

11.4 Unless otherwise agreed by us, your payment must be made by credit card or direct credit to the bank account specified in our invoice.

11.5 If you do not pay any invoice by the due date, then (without prejudice to any of our other rights), we may:

- (a) if the invoice included a Discount, issue you an invoice for the difference between the Discounted price of the Goods and the standard retail price of the Goods as at the time the Order was placed;
- (b) charge interest on the outstanding amount at the Default Rate (calculated daily) until payment is made in full;
- (c) charge you any debt collection and legal costs on a solicitor-own client basis;
- (d) suspend the supply of further Goods to you under clause 13; and/or
- (e) enter the premises at the Delivery Location and retake possession of the Goods.

12. Warranties

12.1 We warrant to you that:

- (a) the Goods will comply and conform with any Specifications included in a Quote, an Order or agreed between the Parties, will be fit for any purpose that you make known to us and will comply with all applicable legislation, regulations and codes of practice;
- (b) the Goods will be appropriately packaged and packed to minimise the risk of damage and deterioration;
- (c) at the time of Delivery, the Goods will be free of any lien, encumbrance or security interest (as defined in the PPSA);
- (d) the Goods will be free from defects on Delivery;
- (e) to the extent permitted by law and subject to any third party terms we are bound by, we will use reasonable endeavours to give you the benefit, at your cost, of any third party warranties that we receive in relation to Goods not manufactured by us.

13. Suspension and Termination

13.1 We may suspend the supply of Goods to you if:

- (a) you fail to pay any invoice when due;
- (b) any credit limit we have agreed to grant you is or is likely to be exceeded;
- (c) we have any concerns about your creditworthiness; or
- (d) we otherwise determine that it is necessary to suspend the supply of Goods.

13.2 Any costs incurred by us as a result of a suspension pursuant to clause 13.1 will be immediately due and owing by you to us.

13.3 A Contract may be terminated immediately by either Party giving written notice to the other as a result of:

- (a) the other Party's default under a Contract which is not capable of remedy or where the breach is capable of remedy, but the other Party fails to remedy the breach within 10 Business Days of receiving written notice specifying the breach and requiring it to be remedied; or
- (b) the other Party becoming insolvent, or being subject to the appointment of a receiver, manager, liquidator, or statutory manager, or committing an act of bankruptcy, or making a scheme of arrangement with its creditors.

13.4 We may, without cause, terminate any Contract by giving you 10 Business Days written notice. In the event that we exercise our rights pursuant to this clause 13.4, the Contract will terminate and any outstanding Orders at the end of the period of notice will be deemed cancelled other than in a case of termination pursuant to clause 13.3, where any outstanding Orders will terminate immediately.

13.5 Upon termination of a Contract (for whatever reason) you shall, within twenty (20) Business Days of the date of termination, pay to us all sums due and owing to us under all Contracts. Termination of the Contract will not affect any accrued rights or obligations of either Party.

13.6 The Parties agree that the provisions of clauses 5 and 12 to 21 survive termination or expiry of the Contract.

14. Force Majeure

14.1 We will not be liable to you for any failure to perform our obligations under the Contract to the extent the failure is due to a Force Majeure Event.

14.2 If we wish to claim suspension of our obligations due to a Force Majeure Event, we will notify you as soon as reasonably practicable. The notice will state:

- (a) the nature of the circumstances giving rise to the Force Majeure Event;
- (b) the extent of our inability to perform under the Contract;
- (c) the likely duration of that non-performance; and
- (d) details of what steps are being taken to minimise the impact of the Force Majeure Event on the performance of the Contract.

14.3 If we are unable to perform any obligations under the Contract for 20 Business Days or more due to a Force Majeure Event, you may terminate the Contract immediately by giving notice to us.

15. Liability

15.1 To the fullest extent permitted by law, our liability under a Contract, whether arising in contract, tort (including negligence) or otherwise, is limited to either (at our election) the:

- (a) repair or replacement of the Goods; or
- (b) the total Price of the relevant Goods paid to us by you.

15.2 If we are held liable to you or any other person for any reason, our total liability under a Contract whether arising in contract, tort (including negligence) or otherwise, is limited to the aggregate sum of \$20,000.

15.3 Despite anything else in these Terms, neither Party will be liable whether arising in contract, tort (including negligence) or otherwise, for any loss of profits or any indirect or consequential loss or damage arising out of these Terms.

16. Disputes

16.1 The Parties must use reasonable endeavours to resolve any and all disputes arising under or relating to a Contract by negotiation. If a dispute is settled at or following negotiations under this clause 16, such settlement shall be recorded in writing and be signed by the Parties, whereupon it shall be final and binding on the Parties.

16.2 Nothing in this clause 16 will prevent either Party from seeking urgent interim relief from the courts:

- (a) for interlocutory relief;
- (b) to recover a debt payable; or
- (c) to enforce a settlement agreed to by the Parties.

17. Consumer Guarantees and Fair Trading

17.1 The Parties agree and acknowledge that the Consumer Guarantees Act 1993 (CGA), the Fair Trading Act 1986 (FTA), and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded.

17.2 Other than as expressly provided for in these Terms, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

17.3 Where you are acquiring the Goods for the purposes of a business the Parties acknowledge and agree that:

- (a) you are acquiring the Goods for the purposes of a business pursuant to sections 2 and 43(2) of the CGA and accordingly the CGA will not apply; and
- (b) all warranties, conditions, and other terms implied by the CGA or sections 9, 12A, and 13 of the FTA are excluded from the Contract to the fullest extent permitted by law and the Parties further acknowledge and agree that it is fair and reasonable that the Parties are bound by this clause 17.

18. Confidentiality and Collection of Information

18.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access, or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:

- (a) if the Contract authorises disclosure of the Confidential Information;
- (b) if the other Party gives prior written approval to the use or disclosure;
- (c) if the use or disclosure is required by law; or
- (d) in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

18.2 You consent to our collection, use and disclosure of your personal information for purposes in connection with our provision of the Goods including, but not limited to, carrying out credit checks on you with a credit reporting agency. We will comply with our obligations under the Privacy Act 2020 and our Privacy Policy, available at www.dentech.co.nz in respect of its collection, use and disclosure of your personal information.

19. Notices

19.1 All notices and other communications to be given under a Contract must be in writing in English and be addressed to the Party to whom it is to be sent at the physical address or email address from time to time designated by that Party in writing to the other Party.

19.2 Any notice or communication given under a Contract shall be deemed to have been received:

- (a) at the time of delivery, if delivered by hand;
- (b) three Business Days after the date of mailing, if sent by ordinary post within New Zealand; or
- (c) if sent by email, on the date and time at which it enters the recipient's information system, as evidenced (if required by the recipient, where delivery is disputed) in a confirmation of delivery report from the sender's information system which indicates that the email was sent to the email address of the recipient.

19.3 Any notice or communication received or deemed received after 5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

20. General

20.1 A Contract or, if clause 3.4(a) applies, the terms of the Negotiated Contract, comprise the entire agreement of the Parties in relation to the supply of Goods and supersedes any previous discussions, arrangements and representations between the Parties.

20.2 We will not be deemed to have waived any right under these terms unless the waiver is in writing and signed by us. A failure by us to exercise a right, including a delay in exercising any right, will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision of these Terms.

20.3 You may not assign, subcontract or otherwise transfer any of your rights, benefits or obligations under the Contract without our prior written consent.

20.4 Each Party agrees that it will, at all times, comply with all laws, regulations and orders in carrying out its obligations under a Contract.

20.5 Each Party warrants and represents to the other Party that:

- (a) it has full power and authority to agree to enter into and bind itself to a Contract;
- (b) all consents, authorisations and approvals that are necessary or required for that Party in connection with a Contract, and the assumption of rights and obligations under them, have been obtained or effected; and
- (c) the agreement to and performance pursuant to a Contract does not constitute a breach of any law or obligation by which that Party is bound and which would prevent it from agreeing to or performing its obligations under a Contract.

20.6 If any provision of the Contract is found by a court or other competent authority to be void or unenforceable, such provision will be deemed to be deleted from the Contract and the remaining provisions of the Contract will continue in full force and effect.

20.7 We may amend a Contract or these Terms from time to time by giving your notice in writing. Any amendment to a Contract or these Terms will apply to any subsequent Order or Contract (as the case may be) after we notify you of the amendment. A Contract or these Terms may otherwise be amended or varied in writing and signed by each Party.

20.8 The Contract, and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims), will be governed by and construed in accordance with the laws of New Zealand and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to the Contract or its subject matter or formation or the relationships established by it (including non-contractual claims).