



ULTIMATE DENTAL

Where loyalty is rewarded

Ultimate Dental Supply (Aust) Pty Ltd

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ACCOUNT REGISTRATION FORM

Please tick one:

Set up a new account

Update my existing account

Are you trading as:

Sole / Partner

Company

Trust

Trading Name:

ABN:

Company Address:

Suburb:

State:

P/Code:

Phone:

Mobile:

Email:

Contact Name:

Date:

OPTION 1: OPEN ACCOUNT USING CREDIT CARD

Please tick one:

VISA

MASTERCARD

DINERS CLUB

AMERICAN EXPRESS

Name on Card:

Card Number:

Expiry Date:

CVC:

Cardholder's
Signature:

Customer's
Signature:

The signatory authorises Ultimate Dental Supply (Aust) Pty. Ltd. to charge this credit card for any outstanding amounts on the above named business accounts, that fall outside the credit terms below.

FOR MY CONVENIENCE PLEASE SET UP A DEBIT FACILITY USING MY CREDIT CARD - OPTION 1 ONLY

(Ultimate Dental will charge your credit card monthly or on invoice, as arranged)

OPTION 2: OPEN ACCOUNT USING INDUSTRY REFERENCES

Please supply three credit references who currently trade with you. Ultimate Dental Supply (Aust) Pty. Ltd. reserves the right to contact these referees (You only need to supply references if no credit details given above).

1. Company Name:

Contact Name:

Phone:

2. Company Name:

Contact Name:

Phone:

3. Company Name:

Contact Name:

Phone:

I have read and accept the trading terms and conditions listed below and overleaf.

TRADING TERMS

Credit terms: Accounts must be settled by the 15th day of the month following the invoice date.

Pricing: Prices are kept accurate and current, however due to market fluctuations they may change without notice.

Returns: No returns for credit will be accepted without prior arrangement with Ultimate Dental Supply (Aust) Pty. Ltd.

TERMS & CONDITIONS

1. Interpretation

In these terms and conditions:

- (a) "The Company" means the entity stated in the Application for Credit and any related body corporate as defined in the Corporations Act 2001 (Cth) and its successors and assigns,
- (b) "Client" means the entity stated in the Application for Credit, its successors and assigns and any other person offering to contract with the Company on these terms and conditions or, where such person is acting in the course of employment, such persons as employer

2. Title of Property

2.1 In relation to goods supplied to the Client, ownership and property in the goods vests absolutely with the Company and does not pass to the Client UNTIL the Client

- (a) Pays for the goods in full;
- (b) Pays in full all other monies owing or unpaid by the Client to the Company including monies in respect of goods previously or subsequently supplied to the Client by the Company

3. Access

3.1 The Client irrevocably permits the Company or any person authorised by the Company in writing, upon giving reasonable notice to enter the Client's premises or at premises where the goods are reasonably believed by the Company to be held on the Client's behalf for the purpose of examining or recovering the goods. The Client also agrees to indemnify and hold the Company harmless for reasonable costs of removal, enforcement, and legal action in respect of the removal of any goods, the subject of this Agreement.

4. Transactions contemplated by this Agreement

4.1 The Company's tender of delivery of goods and services under this Agreement is a condition of the Client's duty to accept the goods or services provided and, unless otherwise agreed, the Client's duty to pay for them.

5. Disputes

5.1 If the Client disputes any goods sold or services supplied by the Company are faulty or defective or disputes the invoices the Company has issued, the Client must notify their reasons in writing to the Company within 14 days of the invoice date, failing which the Client loses any right to dispute the quality of the goods, services or quantum of.

6. Whole Agreement

6.1 These terms and conditions together with the Application for credit agreement embody the whole agreement between the parties and, subject to the express terms contained in any written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

7 Payment

7.1 The Client agrees to pay all amounts due in clear funds within the Company's agreed timeframe but no later than 30 days from the date of invoice. The Client agrees that if it fails to pay in accordance with this clause, the Company may:

- (a) Charge a late payment fee of 5% on all amounts paid after the due date;
- (b) Charge interest on debts at 20% per annum from time to time;
- (c) Charge a dishonour handling fee in the amount of \$95.00;
- (d) Recover all collections costs and expenses incurred in collecting overdue accounts on an indemnity basis;
- (e) Withhold supply;
- (f) Sue for the money owing on the goods or services provided
- In the event where this agreement has been entered into by more than one party each party shall be jointly and severally liable for any amounts overdue.

8. Default

8.1 If the Client:

- (a) Fails to pay for any goods or services on the due date; or
- (b) Otherwise breached this agreement and failed to rectify such breach within seven days notice; or
- (c) Cancel delivery of goods or services; or
- (d) Commits an act of bankruptcy or allows a trustee in

bankruptcy or receiver and manager to be appointed to the Client or any of its property; or

(e) Allow a judgment or order to be enforced or become enforceable against the Client's property; or

(f) Permits proceedings to be commenced to wind the Client up or controller, receiver, administrator, liquidator or similar officers appointed to the Client in respect of any part of its property; then the Company may enter upon the Client's premises (doing all that is necessary to gain access) where goods supplied under this contract are situated at any time and re-take possession of any or all of the goods the Company has supplied to the Client and:

- (a) Resell the goods concerned;
- (b) Terminate the agreement; and
- (c) Sue for any monies owing.

8.2 The Client will be in default if the Client does not pay any monies payable when called upon so to do the Client and the Guarantor jointly and severally acknowledge and agree that the Company is authorised to contact a credit reporting agency throughout the term of the Agreement to obtain a report about the creditworthiness of either the Client or the Guarantor or both.

8.3 The Client and the Guarantor jointly and severally authorise the Company to engage in the exchange of information with a credit reporting agency or with other such parties as are necessary to give effect to the contract and to the ongoing relationship between the parties hereto.

8.4 The Company reserves the right to report a Client's delinquent account to a credit reporting agency should payment remain outstanding for more than 60 days. In addition the Company may refer the outstanding account for debt collection or issue legal proceedings to recover any outstanding invoices. Should an account be referred for debt collection the Client acknowledges and agrees to pay debt collection charges to be calculated at not less than 20% plus GST and will be incurred on the day the Company refers the matter to their nominated debt collection agency. The Client shall also be liable for interest and all legal recovery costs associated with such action on a solicitor and own client or indemnity cost basis.

9. Right to amend terms and conditions

9.1 The Company reserves the right to amend terms and conditions of this agreement by giving the Client notice in writing of the amended terms and conditions to the Client's address as specified on the face of this agreement or as notified by the Client from time to time. The Client is deemed to accept any amended Terms and Conditions unless it notifies the Company in writing within seven days of its objection to the proposed amendment to the Terms and Conditions.

10. Set-off

10.1 The Client agrees that:

- (a) The Company may set-off any credit amount that the Company owes to the Client against any debt due by the Client to the Company at the Company's sole discretion;
- (b) The Client is not entitled to withhold payment of any money in respect of any alleged set-off or claim the Client might have against the Company,

11. Severance and Waiver

11.1 If any part of this agreement is found to be void, unlawful, or unenforceable then that part will be deemed to be severed from the agreement and the severed part will not affect the validity and enforceability of any remaining provisions. Any waiver of the Company's right under this agreement must be in writing and signed by an authorised representative of the Company.

12. Jurisdiction

12.1 The agreement shall be deemed to have been made in Victoria and shall be interpreted in accordance with the Laws of Victoria, Australia, and the parties submit to the exclusive jurisdiction of the Victorian Courts.

13. Consumer Credit Code

13.1 The Client and Guarantors declare that the credit to be provided is to be applied wholly or predominantly for business purposes and not for personal, domestic or household purposes.