

Optimax Ortho Pty Ltd Terms and Conditions of Trade

1. Definitions

In these Terms & Conditions (T&Cs):

1. **Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth).
 2. **Business, we, us, our** means **Optimax Ortho Pty Ltd**, ABN 72 672 378 308.
 3. **Customer, you, your** means any person or entity placing an Order with us or purchasing Products from us.
 4. **Order** means an offer by a Customer to purchase Products from us.
 5. **Products** means orthodontic products, consumables, equipment, accessories, and any other goods offered for sale on our website.
 6. **Quotation** means a written or electronic price and product specification provided by us.
 7. **Writing** includes email, website forms, electronic communications, and other similar methods.
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2. Application of These Terms

2.1 These Ts&Cs apply to all Orders, purchases, and agreements between us and the Customer.

2.2 By placing an Order, you agree to be bound by these Ts&Cs.

2.3 We may vary these Ts&Cs at any time by publishing an updated version on our website. The amended Ts&Cs apply to all Orders placed after publication.

2.4 We are not required to notify you individually of changes to the Ts&Cs.

3. Orders and Acceptance

3.1 Any Order submitted through our website or otherwise is deemed to be made pursuant to these Ts&Cs.

3.2 An Order constitutes an irrevocable offer by the Customer.

3.3 We may accept an Order in whole or in part by:

- confirming the Order in Writing,
- processing payment, or

- dispatching the Products.
- 3.4 We may reject an Order at our discretion.
- 3.5 Accepted Orders cannot be cancelled or varied without our written consent.
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4. Pricing

- 4.1 Prices are as displayed on our website or as otherwise confirmed in Writing.
- 4.2 Prices may change without notice, except where an Order has already been accepted.
- 4.3 We may correct genuine pricing errors at any time.
- 4.4 Delivery, handling, and other charges may apply and will be displayed at checkout or otherwise notified.
- 4.5 Discounts or rebates apply only if agreed in Writing.
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5. Payment

- 5.1 Payment must be made in full at the time of placing the Order unless otherwise agreed.
- 5.2 We accept payment methods displayed on our website.
- 5.3 If payment is not received or is reversed, we may cancel the Order or withhold delivery.
- 5.4 A service fee may apply to credit card payments to cover administration and banking costs.
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6. Simple Credit Accounts

6.1 Overview

We may, at our discretion, offer **simple commercial credit accounts** to eligible Customers. A credit account allows approved Customers to receive Products and be invoiced for payment within agreed credit terms.

6.2 Application

- To apply for a credit account the Customer must complete our credit application form and provide any information reasonably requested by us (for example, ABN, trading name, contact details, trade references).
- Submission of an application does not guarantee approval.

6.3 Credit Approval and Limit

- Credit approval is at our sole discretion.
- If approved, we will notify the Customer in Writing of the credit limit and the applicable payment terms.
- We may set or vary credit limits at any time without prior notice.

6.4 Payment Terms

- Unless otherwise agreed in Writing, invoices issued to credit account Customers are due **30 days from the end of the month** in which the invoice is issued (30 days EOM).
- The Customer must pay all invoices in full by the due date.

6.5 Default and Remedies

- If the Customer fails to pay any invoice by the due date the Customer will be in default.
- On default we may, without limiting other rights:
 - charge interest on overdue amounts at **1.5% per calendar month** (or the maximum rate permitted by law) calculated from the due date until payment in full;
 - suspend or cancel the Customer's credit account;
 - require prepayment or cash on delivery for future Orders;
 - recover all costs of collection (including legal costs on an indemnity basis); and
 - withhold supply of Products until all outstanding amounts are paid.

6.6 No PPSR or Guarantors for Simple Credit

- Our simple credit account offering does **not** include registration on the Personal Property Securities Register (PPSR) and we do not require personal guarantees as a condition of approval.
- We reserve the right to change this policy for individual accounts where we consider it necessary; any change will be notified in Writing.

6.7 Credit Information and Privacy

- We will only collect credit-related information necessary to assess and manage the credit account. This may include trade references and basic financial information.

- We will handle any credit information in accordance with our Privacy Policy. We will not disclose credit information to credit reporting bodies as part of the simple credit account process unless required by law or expressly agreed in Writing.

6.8 Withdrawal of Credit

- Credit approval may be withdrawn or varied at any time by notice in Writing. On withdrawal, all outstanding amounts become immediately due and payable.

7. GST

7.1 All prices are GST exclusive unless stated otherwise.

7.2 Customers must pay GST on taxable supplies at the same time as payment for the Products.

7.3 Adjustment events will be handled in accordance with GST law.

8. Delivery

8.1 Delivery occurs when:

- (a) the Customer takes possession of the Products at our premises;
- (b) the Products are delivered to the Customer's nominated address; or
- (c) the Customer's nominated carrier takes possession of the Products.

8.2 Delivery times are estimates only.

8.3 We are not liable for delays or failure to deliver.

8.4 The Customer must ensure someone is available to accept delivery.

8.5 If delivery cannot be completed due to Customer unavailability, additional charges may apply.

8.6 A signed Proof of Delivery is conclusive evidence of delivery.

9. Product Information, Photos and Images

9.1 All images, specifications, and descriptions on our website are approximate and for general guidance only.

9.2 They do not form part of the contractual description unless expressly agreed in Writing.

10. Risk and Title

10.1 Risk in the Products passes to the Customer upon delivery.

10.2 Title passes only when we receive full payment in cleared funds.

10.3 Until title passes, the Customer holds the Products as bailee and must keep them safe and separate from other goods.

11. Returns and Claims

11.1 Products that cannot legally be resold (for example certain medical or sterile items) cannot be returned unless required by law.

11.2 Subject to the Australian Consumer Law:

- (a) The Customer must inspect Products upon delivery and notify us in Writing within **3 days** of any defect, shortage, or non-compliance.
- (b) Products must not be returned without our prior written approval.
- (c) Returned Products must be unused, unmarked, in original packaging, and accompanied by all accessories and documentation.
- (d) Freight and handling charges for returns (other than defective Products) are the Customer's responsibility.

11.3 A restocking fee of **30%** may apply to returns not due to defect or error.

11.4 No credit or replacement will be issued until Products are inspected and verified.

12. Disputed Charges

12.1 If the Customer disputes an invoice, they may withhold only the disputed portion, provided the undisputed amount is paid by the due date.

12.2 Disputes must be notified in Writing with full details.

12.3 Amounts not disputed within **30 days** are deemed accepted.

13. Disclaimer and Limitation of Liability

13.1 Except as required by the Australian Consumer Law or expressly stated, we give no warranties regarding the Products.

13.2 Nothing in these Ts&Cs excludes or limits rights that cannot be excluded under the Australian Consumer Law.

13.3 Where permitted, our liability is limited to (at our option):

- refunding the price,
- replacing the goods,
- repairing the goods, or
- paying the cost of replacement or repair.

13.4 We are not liable for indirect or consequential loss, including loss of profits, business interruption, or data loss.

13.5 The Customer acknowledges they have not relied on any representation regarding suitability of Products.

14. Returned Payments

14.1 An administration fee (for example \$55 including GST) plus bank charges may apply to dishonoured payments.

15. Set-off and Assignment

15.1 The Customer may not set off any amounts owed to them against amounts payable to us.

15.2 The Customer may not assign or subcontract any rights or obligations without our written consent.

15.3 We may assign or subcontract our rights at any time.

16. Force Majeure

16.1 We are not liable for failure to perform due to events beyond our control, including natural disasters, strikes, supply chain disruptions, or equipment failure.

17. Privacy

17.1 We collect, use, store and disclose personal information in accordance with our Privacy Policy.

17.2 Where a Customer applies for a simple credit account we will collect only the credit-related information necessary to assess the application and manage the account. Such information will be handled in accordance with our Privacy Policy.

17.3 By placing an Order or applying for credit, the Customer acknowledges they have read and understood our Privacy Policy.

18. Notices

18.1 Notices may be delivered by hand, post, email, or other electronic means.

18.2 Notices are deemed received:

(a) when delivered by hand;

(b) two business days after posting;

(c) on the day of email transmission if no error message is received.

19. Severability

19.1 If any provision is invalid or unenforceable, it will be severed and the remaining provisions will continue in full force.

20. Governing Law

20.1 These Ts&Cs are governed by the laws of **Queensland, Australia**.

20.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts competent to hear appeals from them.