

Website Terms of Use for Optimax Ortho Pty Ltd

Effective date: 11/04/2026

Optimax Ortho Pty Ltd (ABN 72 672 378 308)— referred to as we, us, our welcomes you to our website.

Scope: These Terms govern your access to and use of our website, online ordering, account services, product information, and any related services provided through the site.

1 Acceptance of Terms and Access

1.1 Acceptance

By accessing or using this website you agree to be bound by these Terms. If you use the website on behalf of an organisation you represent and warrant you have authority to bind that organisation. If you do not accept these Terms, do not use the website.

1.2 Access

You must ensure your access and use of the website complies with all laws applicable to you. We may suspend, restrict or terminate access at any time without notice.

2 Registration Accounts and Security

2.1 Registration

Certain parts of the website require registration. You must provide accurate, current and complete information when registering and keep that information up to date.

2.2 Account Responsibility

You are responsible for all activity under your account, including orders placed. Keep your password and account details confidential and secure. Do not share login credentials.

2.3 Suspension and Termination

We may suspend or terminate accounts for breach of these Terms, suspected fraud, or other reasons in our discretion.

3 Permitted Use and Prohibited Conduct

3.1 Permitted Use

You may use the website to browse product information, place orders for orthodontic devices and supplies, access technical documents we make available, and contact customer support.

3.2 Prohibited Conduct

You must not:

- **reproduce, modify, republish, upload, post, transmit or distribute Content except as expressly permitted;**
- **use data mining, robots, screen scraping, or similar tools to extract content;**
- **on-sell Content or use the website as a technical resource without our prior written consent;**
- **post or transmit material that infringes third-party rights, is unlawful, defamatory, obscene, abusive, or contains viruses or harmful code.**

3.3 Enforcement

We may remove content, suspend accounts, and pursue legal remedies for breaches of these restrictions.

4 Product Information Ordering Pricing and Payment

4.1 Product Information

Product descriptions, specifications, instructions for use, and images are provided for general information only. You must review the product labelling, instructions for use, and any regulatory documentation supplied with the product before use.

4.2 Orders

All orders placed through the website are subject to acceptance and product availability. We may refuse or cancel orders at our discretion.

4.3 Pricing and Payment

Prices shown are in the currency displayed and exclude taxes, duties and shipping unless stated. Payment is due at the time of order unless credit terms have been agreed in writing. We reserve the right to correct pricing errors.

4.4 Taxes Duties and Import Compliance

You are responsible for any taxes, duties, customs clearance, or import requirements in your jurisdiction.

5 Medical Device Safety Regulatory and Clinical Responsibilities

5.1 Regulated Products

Many products we supply are medical devices, regulated products, or single-use/sterile items. It is your responsibility to ensure a product is suitable for your intended clinical use and complies with local laws, professional standards, registration and importation requirements.

5.2 No Clinical Advice

Content on the website is not clinical guidance. Always consult qualified healthcare professionals for clinical decisions.

5.3 Instructions Warnings and Training

Follow all product labels, instructions for use, warnings, contraindications and any training requirements. We are not responsible for adverse outcomes resulting from misuse, off-label use, or failure to follow instructions.

5.4 Recalls and Safety Notices

We will cooperate with manufacturers and regulatory authorities in the event of recalls or safety notices and will notify affected customers where required by law or contract.

6 Shipping Returns Sterile and Special-Order Items

6.1 Shipping

Shipping methods, costs and estimated delivery times are provided at checkout. Delivery estimates are indicative only.

6.2 Returns and Refunds

Returns are governed by our Returns Policy posted on the website. Sterile, single-use, custom, special-order, or opened items are generally non-returnable unless defective or otherwise required by law. Returned items must be unused, in original packaging, and comply with our return instructions; restocking fees may apply.

6.3 Backorders

Backordered items will be fulfilled in accordance with the shipping and backorder terms posted on the website.

7 Content Accuracy Advertisements and Third-Party Links

7.1 Content Nature

All Content is provided in good faith and for general information only. We make no representation that Content is accurate, complete, or up to date and do not undertake to keep it current.

7.2 Advertisements

Advertisements and links to third-party sites are for convenience only. We do not endorse or guarantee third-party content and are not responsible for it.

7.3 Linked Sites

The website may link to external sites over which we have no control. Links do not imply endorsement. No external site may link to our website without our prior written approval.

8 Intellectual Property and Trademarks

8.1 Ownership

Copyright, trademarks, logos, graphics and software on the website are owned or licensed by us or third parties. All rights reserved.

8.2 Restrictions

Except as permitted by law or these Terms, you must not copy, adapt, reproduce, distribute or commercialise any part of the website without our prior written consent.

8.3 Third-Party Marks

Third-party trademarks remain the property of their owners and may not be used without permission.

9 Communications User Content and Privacy

9.1 Communication Facilities

Forums, enquiry forms and other communication tools may be provided. Such facilities may be public and should not be treated as private.

9.2 User Content

By posting material you warrant you own the rights or have permission to post it, it does not infringe third-party rights, and it complies with these Terms. We may remove or refuse to publish user content.

9.3 Privacy

We handle personal information in accordance with our Privacy Policy. By using the website you consent to the collection, use and disclosure of your personal information as set out in that policy.

10 Security Viruses and System Integrity

10.1 Security

No internet transmission is completely secure. While we take reasonable measures to protect information, we cannot guarantee absolute security of data transmitted to or from the website.

10.2 Viruses

You must take precautions to protect your systems from viruses and harmful code. We are not responsible for damage to your systems arising from use of the website.

11 Warranties Limitation of Liability and Indemnity

11.1 Statutory Rights

Certain statutory rights cannot be excluded. These Terms are subject to those rights to the extent required by law.

11.2 Exclusion of Warranties

To the fullest extent permitted by law, all warranties, conditions and guarantees not expressly stated are excluded.

11.3 Limitation of Liability

Subject to applicable law, our liability for any claim arising out of or in connection with these Terms, the website or products is limited to the purchase price paid for the relevant product or service. We are not liable for indirect, incidental, special, consequential or punitive damages, loss of profits or loss of data.

11.4 Indemnity

You agree to indemnify and hold us, our officers, employees and agents harmless from any loss, liability, claim, damage or expense (including legal costs) arising from your breach of these Terms, your misuse of products, or your violation of law.

12 Termination Survival and General Provisions

12.1 Termination

We may suspend or terminate your access for breach of these Terms or for business reasons. Termination does not affect accrued rights or obligations.

12.2 Survival

Provisions that by their nature survive termination (including Intellectual Property, Limitation of Liability, Indemnity and Governing Law) will continue in force.

12.3 Assignment

You may not assign your rights or obligations without our prior written consent. We may assign, novate, license or subcontract our rights and obligations.

12.4 Entire Agreement and Severability

These Terms constitute the entire agreement between you and us regarding the website. Our failure to exercise or enforce any right or provision of these terms of use must not be treated as a waiver of the right or provision.

If any provision of these terms of use is found by a court of competent jurisdiction to be invalid, then the provision is deemed deleted but the court should try to give effect to the parties' intentions as reflected in the provision. The other provisions of these terms of use are to remain in full force and effect.

13 Governing Law and Dispute Resolution

These Terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

14 Changes to Terms and Contact

We may amend these Terms by posting updates on the website. Amendments take effect when posted; continued use after posting constitutes acceptance.
