Title and Risk

Any risk for damage or destruction to our product passes to you at the time of delivery. Title though only passes to you once payment in full for the relevant product has been made.

Infection Control

We warrant that our products comply with the Australian Dental Association's Infection Control and the Dental Board of Australia's Guidelines on Infection Control.

PPS

Each party to this agreement warrants that the product(s) supplied under this agreement are not in breach of any applicable trade mark or copyright law. If either party finds that the product(s) supplied under this agreement infringe any trade mark, copyright or other proprietary rights of any other person then that party shall inform the other party of such infringement.

We are not liable to you for any infringement or unauthorized use of any intellectual property rights or patents or trademarks owned by you or your trade mark provider or any third party.

Change of Order

We are not bound to accept any order that has been cancelled without written notice. We may cancel any order if you fail to make payment, if we are in any way unable to supply the goods or if we are not satisfied that the goods are suitable for your intended use or for the purpose for which they are to be supplied. If any order is cancelled by you, you shall be liable to us for any damage or costs or damage to the goods or to the property of any third party that has resulted from our actions or any act by you in relation to the goods or to the property of any third party.

We are not liable to you for any infringement or unauthorized use of any intellectual property rights or patents or trademarks owned by you or your trade mark provider or any third party.

Your Relationship with Us

The performance of our obligations until such breach is rectified without being brought to our attention. In the event of any failure or delay by you in the performance of our obligations, we shall be without prejudice to any accrued right or remedy of a party in relation to breach of or default by the other party occurring prior to termination.

Effect of Termination

Termination shall not affect any provision of the order expressed or implied that is essential to the enforcement of the order or the performance of either party. The provisions of the order that are not capable of being performed by you or the party to the agreement shall survive and continue in force after the termination of the agreement.

Intellectual Property

You are not entitled to cancel the order for the resultant delay or cancellation of the order. We are not be liable to you for any loss or damage caused to your business or to your customers by the resultant delay or cancellation of the order. We are not be liable to you for any loss or damage caused to your business or to your customers by the resultant delay or cancellation of the order.