



**mclaren
dental**

1300 236 602
info@mclarendental.com.au
McLaren Dental P/L

Unit 2/68 Paringa Ave.
Somerton Park SA 5044
ABN: 76 169 385 773

AC# _____ Date Opened ____/____/____

APPLICATION TO OPEN CREDIT ACCOUNT

All information provided will be treated in strict confidence

APPLICANT DETAILS

Registered Business Name: _____

Sole Trader's or partnership name: _____

Trading Name: _____

Owner's Name _____

Name of Proprietor(s): _____

Delivery Address

Postal Address (if different from delivery)

Building: _____ Building: _____

St/Suite: _____ St/Suite: _____

City: _____ City: _____

State: _____ Postcode _____ State: _____ Postcode: _____

Contact Details

Phone (0) _____ Fax (0) _____

Mobile: _____ Email _____

Business Details

How long has this business been established? _____

How long have the current proprietors owned the business? _____

Please identify the activity of your business: (tick)

Dentist Dental Specialist (specify) _____ Other (specify below)

Laboratory Laboratory Specialist (specify) _____

Professional Registration Number: _____

ABN: _____ State of Registration _____

Trade References

Please give the names and phone numbers of three suppliers for trade reference purposes:

1. _____ (0) _____

2. _____ (0) _____

3. _____ (0) _____

"I have read and agree to abide by the Terms and Conditions including payment terms of strictly 30 days"
(Terms and Conditions overleaf)

Signed, Owner/Proprietor _____ Date _____

Terms & Conditions

Credit Terms

Credit may be given to customers who have their credit application approved by McLaren Dental prior to ordering goods. Where credit is given, McLaren Dental's standard payment terms of full settlement of account on or by the last day of the month after goods were purchased (i.e 30 days end of month) shall apply. Any variation to payment terms must be authorised by McLaren Dental in writing. Account payments are accepted by Cheque, EFTPOS, Credit Card or PayPal. McLaren. Failure to pay an invoice on the due date entitles McLaren Dental to suspend delivery, refuse further orders and cancel any existing contract for supply without further notice. McLaren dental is authorized to make all reasonable enquiries as to the credit worthiness and financial responsibility of a customer who has applied for and/or been given credit including reports from credit reporting agencies from time to time. In the event of the company instructing its solicitors or mercantile agent to collect an overdue amount all legal fees and collection charges and tracing agents fee as between solicitor or mercantile agent and client shall be borne by the customer and all payments made shall firstly be made allocated towards such fees and charges there after to interest and finally capital. Credit may be withdrawn if the customer exceeds the authorised credit limit.

Retention of Title

Goods means products supplied by or on behalf of McLaren Dental or otherwise offered by sale by McLaren Dental as recorded in any invoices, order forms or any other document or statement issued by McLaren Dental and including but not limited to dental, health and hygiene products.

The risk in the goods passes to the customer upon delivery to the customer's premises or as the customer directs and title to the goods supplied by McLaren Dental remains with McLaren Dental until the customer has paid both the purchase price for the goods and any other money that they may owe to McLaren Dental at any time on any account.

The customer may sell or otherwise dispose of the goods in the ordinary course of the customer's business.

Where the customer disposes of the goods before payment to McLaren Dental the sales proceeds of such disposal are the property of McLaren Dental and the customer holds the proceeds on trust for McLaren Dental. Further, the customer, in disposing of the goods before payment to McLaren Dental, does so as McLaren Dental's fiduciary agent.

McLaren Dental may enter the customer's premises or elsewhere within business hours and seize any goods which have not been paid for by the due date without McLaren Dental having to give notice to the customer and the customer waives the right to receive any statutory or Person Property Securities Act 2009 (PPSA) notice.

- While the goods remain the property of McLaren Dental the customer agrees:
- To store the goods separately at the customer's premises so that they can be easily identified;
- To only dispose of the goods in the ordinary course of the customer's business;
- Not to cause the goods to lose their identifiable character or be intermingled with other goods in any way by any process of its own or by a third party, except with McLaren Dental's prior written consent.
- That it has no rights or claim to any interest in the goods to secure any liquidated or unliquidated debt or obligation.
- That it cannot claim any lien over the goods.
- That it cannot create any absolute or defeasible interest in the goods in relation to any third party except with McLaren Dental's prior written consent.
- To provide McLaren Dental with access to the premises where the goods are stored to enable McLaren Dental to inspect and/or seize the goods.

The customer, by its acceptance of delivery of the goods adopts and accepts the trading terms set out in these terms and conditions.

The customer acknowledges and agrees this agreement is a security agreement for the purposes of the PPSA and that McLaren Dental will register its security interest in the goods and their proceeds as a purchase money security interest on the register.

Where the PPSA applies to action taken by McLaren Dental in relation to goods, the customer waives its right to receive any notice required under sections 95, 118, 121, 130, 132, or 135 of the PPSA.

The customer waives its rights under section 157 of the PPSA to receive notice of a verification statement.

The customer acknowledges that sections 96, 125, 135, 142 and 143 do not apply to this agreement.

The customer must provide McLaren Dental, if requested, with all assistance to enable McLaren Dental to register its security interest in the goods.

McLaren Dental reserves the right to require the customer to indemnify McLaren Dental on demand for all costs and expenses including legal costs on a solicitor/client basis associated with:

- (a) Registration or amendment or discharge of an Financing Statement registered for or on behalf of McLaren Dental Pty Ltd; and
- (b) Enforcement or attempted enforcement of any security interest granted to McLaren Dental Pty Ltd by the customer.

The customer must provide at least seven (7) days prior written notice to McLaren Dental of any change in its name, address or contact details.

The customer will not disclose any security agreement or other documentation disclosing any security interest nor any information of the kind described in section 275 (1) of the PPSA without McLaren Dental's prior written consent unless required by law.

Returned Goods and Credit Claims

For all claims, initial contact should be made to McLaren Dental Customer Service. Credit Returns will be accepted within 14 days of the Invoice Date, provided the goods have adequate shelf life, require no repackaging and are in an 'as-new' saleable condition. Goods that are not 'as-new', used or damaged in any way will not be accepted for credit. Return freight expenses will not be reimbursed. Credit returns outside the 14 days will attract a restocking fee of 25% of the total value of the products returned, where there is not a valid reason for the return. Valid reasons include, but are not limited to: faulty products; damaged products; product with an expired use-by-date at the time of receipt; products received that differ from products ordered; over delivery. The restocking fee will be deducted from the credit note issued. Return freight charges will not be reimbursed where the customer is at fault and has not adhered to McLaren Company conditions. Goods Damaged, Lost in Transit or Short Delivered - Such claims must be made within 14 days, quoting invoice number. Claims regarding allegedly Defective Products - Except where specific warranty provisions apply, claims alleging defective product must be made to McLaren Dental within 12 months of supply or within the recommended shelf life of the product, whichever is the shorter period. Where a specific warranty period applies from the date of purchase, this will define the period within which claims will be accepted. Warranty claims for manufacturing fault will be processed only after an evaluation by McLaren Dental.. Subject to that, McLaren Dental's liability for the goods is limited to claims permitted under this procedure and to any express warranty given on the goods and liability for consequential loss including loss arising from negligence or improper use is hereby excluded. In cases where it is legally permitted, any remaining liability implied by statute is limited, at McLaren Dental's option, to repair or replacement of the goods.

Disclaimer

McLaren Dental and its officers, directors, employees, agents and successors are not responsible for damages from any actions, claims, demands, damages, liabilities or suits of any nature, in law or in equity, arising from or in connection with supplied products or their use. It is understood that the customer will test and use supplied products according to the practices standard in the industry and in strict compliance with all applicable laws and regulations as they are intended to be used. Certain products contain hazardous or harmful materials if misused; McLaren Dental does not warrant the safety or efficacy of the products. It is the customer's responsibility to understand the hazards involved in using such products and comply with instructions for use. It is the customer's duty to warn employees of any risks involved in using or handling the Products. It is agreed that this contract is made in South Australia and governed by the Laws of that State.