

## DEFINITIONS

1. "Company" means ACODENT Pte. Ltd. (UEN 202430479D), company incorporated in Singapore with its registered office at 68 Circular Road, #02-01, Singapore, 049422.
2. "Customer" means the party placing the Order with or purchasing Products from the Company.
3. "Order" means an offer by a Customer to purchase Products from the Company.
4. "Products" means dental products and other dental consumables, equipment, digital technology, CAD/CAM, laboratory equipment, dental specialities and similar or related products and includes any other product or service ordered by the Customer from the Company or supplied by the Company on the Order of the Customer.
5. "Quotation" means a list and specification of the Products prepared by the Company with prices, either individually or in aggregate.
6. "T&Cs" means these Terms & Conditions of Sale.
7. "Writing" includes quotes, letters, fax, email and other similar electronic communication methods.

## 1. SALE TERMS

- 1.1 The T&Cs apply to all agreements between the Company and the Customer including all Orders and other sales. They will prevail over all prior conditions previously agreed between the parties.
- 1.2 All conditions of the Customer or other terms or conditions or warranties whatsoever, whether communicated before or after the T&Cs, are excluded from the Agreement or any variation thereof unless expressly accepted by the Company in Writing. The Customer's own conditions shall not be regarded as a counter offer.
- 1.3 No variation to the T&Cs or to an Order shall be binding unless expressly accepted by the Company in Writing and executed by a duly authorised signatory on behalf of the Company.

## 2. ORDER AND ACCEPTANCE

- 2.1 Any Order submitted to the Company by the Customer will be subject to the T&Cs. Any Order placed or made by the Customer for the purchase of the Products will be an irrevocable offer and will constitute an unqualified acceptance by the Customer of the T&Cs.
- 2.2 The Company may accept (in whole or in part) or reject any Order. Acceptance may be oral, by conduct or in Writing at the Company's discretion.
- 2.3 Delivery by the Company of Products pursuant to an Order made by the Customer (whether by single or multiple delivery) will be taken as acceptance by the Company of the Order to the extent Products are delivered.
- 2.4 Accepted Orders may not be varied or cancelled by the Customer without the Company's written consent.
- 2.5 The Company may issue Quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Products and are incapable of being accepted by the Customer.

## 3. PRICE

- 3.1 The price of the Products will be as agreed between the parties and where there is no written confirmation of the price, the price will be the amount indicated on invoices provided by the Company to the Customer regarding Products ordered. Unless otherwise specifically stated, all prices quoted by the Company are exclusive of Goods and Services Tax ("GST") (or equivalent sales tax) and any other taxes, levies and shipping charges.
- 3.2 The Company may charge in addition to the price of the Products an amount for delivery and handling at rates dependent on distance and volume of Products supplied. The rates to be applied will be the Company's usual rates for matters or services of that kind or if there are no such usual rates then reasonable rates. The Company's usual rates are subject to change from time to time.
- 3.3 Prices in Quotations are indicative only based on the quantities of Products specified in the Quotation and prices current at the date of the Quotation.

- 3.4 Any discount or rebate will only apply if the Customer and the Company agree in Writing.

## 4. PAYMENT

- 4.1 The Company shall invoice the Customer for the Products at any time following delivery. The Company reserves the right to issue an amended invoice in the case of genuine error on its part in confirmation, Quotation or invoicing.
- 4.2 Unless otherwise agreed by the Company in Writing, payment shall be due within 30 business days of the date of each invoice. Time for payment shall be of the essence and payment must be made without set-off or credit.
- 4.3 Where sums due are not paid in full by the due date, without limiting its other rights, the Company may:
  - (a) charge interest on such sums at a rate of 1.5% per calendar month calculated from the due date and accruing monthly thereafter until the date of payment;
  - (b) suspend all further deliveries until the default is made good and/or to cancel the contract so far as any goods remain to be delivered thereunder; and/or
  - (c) require payment for all goods supplied to the Customer to immediately become due and owing, whether previously invoiced or not.
- 4.4 The Customer shall reimburse and indemnify the Company from and against all expenses, costs and disbursements incurred by the Company in pursuing the debt including all reasonably charged legal costs on a "solicitor and client" basis and the fees charged to the Company by any debt recovery agency.

## 5. DISHONOURED CHEQUES

- 5.1 Any banking charges incurred by the Company in respect of dishonoured cheques will be payable by the Customer.

## 6. CREDIT CARD RECOVERY OF COSTS

- 6.1 Where the Customer wishes to make payment by credit card, full payment must be made at the time of the order.
- 6.2 A service fee sufficient to cover the Company's administration and banking costs may be added by the Company to the price where payment by the Customer is made by way of a credit card.

## 7. DELIVERY

- 7.1 Delivery of the Products is deemed to have taken place when:
  - (a) the Customer takes possession of the Products at the Company's address;
  - (b) the Products are delivered by the Company or the Company's nominated carrier to the Customer's nominated address; or
  - (c) the Customer's nominated carrier takes possession of the Products, in which event the carrier will be deemed to be the Customer's agent.
- 7.2 The Customer's nominated address is the address specified in the Order or otherwise notified in Writing by the Customer to the Company.

- 7.3 Delivery of the Products must not be refused by the Customer after an Order has been accepted by the Company. The Customer must make all arrangements necessary to accept delivery of the Products at the Customer's nominated address.
- 7.4 Where prices are stated as inclusive of delivery, delivery is to the delivery point which is nominated by the Customer and accepted by the Company.
- 7.5 Delivery of Products to a third party or address nominated in any way by the Customer shall be deemed to be delivered to the Customer pursuant to the T&Cs.
- 7.6 In the event that the Customer is unable to accept delivery of the Products as arranged, then the Company is entitled to charge all reasonable costs and expenses for demurrage, storage and redelivery. In the event that the Company is unable to deliver the Products because the Customer is unavailable, a call out fee is payable.
- 7.7 The Company will not be liable to the Customer for any loss or damage or expense arising from failure by the Company to deliver the Products at a specified time, promptly or at all and the failure of the Company to deliver at a specific time or at all will not entitle the Customer to treat an agreement the subject of the T&Cs as repudiated.
- 7.8 A Proof of Delivery ("POD") document signed by the Customer or anyone appearing to act on its behalf will be deemed confirmation by the Customer that the delivery of Products is in accordance with the Customer's Order.
- 8. RISK AND RETENTION OF TITLE TO THE PRODUCTS PENDING PAYMENT**
- 8.1 The risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the Customer, the Customer's agent or courier as the case may be.
- 8.2 Legal and beneficial ownership of the Products will remain with the Company and will not pass to the Customer until the Company has received in full (cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which may become due to the Company from the Customer on any credit or other account with the Company or pursuant to the T&Cs.
- 8.3 Until ownership of the Products has passed to the Customer, the Customer will keep the Products in question as bailee for and on behalf of the Company.
- 8.4 If:
- (a) the Customer fails to pay any amount (whether in part or whole) payable in respect of any Products by the time required for payment; or
  - (b) the Customer is the subject of an insolvency event (such as receivership, administration or liquidation);
- the Company may, without notice to the Customer, enter at any reasonable time any premises where Products are located (or believed by the Company to be located) and take possession of those Products not paid for and any other Products to the value of the amount owing. The Company's permission to enter the Customer's premises for that purpose is irrevocable. The Company shall not be liable to the Customer in contract, tort or otherwise, for any costs, damages, expenses or losses incurred by the Customer as a result of any action taken by the Company under this clause.
- 9. PRODUCT INFORMATION, PHOTOS AND IMAGES**
- 9.1 All descriptive specifications, illustrations, drawings, data, dimensions and weights supplied by the Company or otherwise contained in catalogues, price lists, advertising or in other printed material of the Company are approximate only and are for general illustration purposes only.
- 9.2 Such descriptive specifications do not form part of the contractual description of the Products unless agreed to in Writing by the Company.
- 10. CLAIMS AND RETURNS**
- 10.1 The Products will only be accepted for return by the Company where the reason for the return is one of the following:
- (a) to correct an error in quantity, defect, incorrect specification, or where the Product(s) is/are not in accordance with the Customer's Order;
  - (b) where the Product(s) is/are alleged to be damaged or faulty; or
  - (c) in response to a product or batch recall, instigated by a manufacturer.
- 10.2 The Customer must inspect and check all Products received and within 3 days of receipt and notify the Company in Writing of any error in quantity, defect, incorrect specification, damage, fault or that the Products are not in accordance with the Customer's Order. The Customer is responsible for checking that Products correspond with those ordered prior to use. After use or expiry of the time stated herein the Products will be deemed to be free from any defect or damage at delivery.
- 10.3 The Customer agrees that it will not return any of the Products without first informing the Company. Returned Products must be unmarked, in a saleable condition and must include the original packaging, accessories, delivery document and invoice.
- 10.4 No credit or replacement will be given by the Company unless and until Products so returned have been verified as being valid for return in accordance with clause 10.1. The Company reserves the right to recover its costs where the returned Products prove not to be valid for return in accordance with clause 10.1. Returned Products must be returned to the Company to the address notified by the Company to the Customer from time to time.
- 10.5 All freight, handling and other charges in relation to returning Products (other than Products not ordered or found to be defective) are the responsibility of the Customer. Where the freight, handling and other charges in relation to a returned product are the responsibility of the Company:
- (a) the Company must authorise those costs in Writing to the Customer prior to the Customer returning those Product(s) to the Company; or
  - (b) the Company may elect to collect the Product(s) from the Customer or nominate its own carrier.
- 11. DISPUTED CHARGES**
- 11.1 If the Customer objects to any invoiced item or amount, the Customer may withhold payment of the disputed amount, but only if on or before payment or the due date for payment (whichever occurs first), the undisputed amount of the invoice is paid in full and notice in Writing of the dispute is given to the Company, setting out the details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount.
- 11.2 The Company will investigate all disputes. If the amount is found to be payable (in whole or in part) then the Customer must pay the due amount within 7 days of receiving notice and the basis of the decision.
- 11.3 Invoiced amounts that are not objected to in Writing within 30 days of the due date will be deemed to be correctly charged and accepted by the Customer and the Customer waives all claims against the invoice.

## 12. WARRANTY

- 12.1 Except as expressly provided in the T&Cs, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permissible by law.
- 12.2 The Customer shall be responsible for ensuring that all applicable laws and regulations are complied with in relation to the Products supplied by the Company and the T&Cs.

## 13. DATA PROTECTION

- 13.1 The Customer shall comply with its obligations under applicable data protection laws, including the Singapore Personal Data Protection Act 2012 ("**Applicable Data Protection Law**").

If the Customer provides the Company with the personal data of any individual as required by the Company from time to time in connection with the T&Cs or an agreement the subject of the T&Cs, the Customer represents and warrants that it has, to the extent required by Applicable Data Protection Law, obtained such individual's consent for the collection, use and disclosure of his/her personal data by the Company

## 14. DISCLAIMER AND LIMITATION OF LIABILITY

- 14.1 Nothing in the T&Cs seek to or shall limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable law.
- 14.2 To the maximum extent permitted by applicable law, the Company shall not be liable to the Customer for any:
- (a) loss of actual or anticipated income (whether direct or indirect);
  - (b) loss of actual or anticipated profits (whether direct or indirect);
  - (c) loss of contracts or business (whether direct or indirect); or
  - (d) special, indirect or consequential loss or damage of any kind,
- howsoever arising under or in connection with the T&Cs, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 14.3 The maximum aggregate liability of the Company to the Customer arising under or in connection with an agreement the subject of the T&Cs shall not under any circumstances in the aggregate exceed the price of the Product(s) forming the subject of the claim or claims.
- 14.4 No liability for direct losses shall attach to the Company unless details of such losses are notified to the Company in writing within 7 days of the date of delivery of the goods, or the date of the event giving rise to such loss if it is not apparent upon the date of delivery. In cases of alleged shortages or breakages, claims must be notified to the Company within 3 days of despatch of the goods by the Company. Alleged non-delivery of goods must be notified in writing to the Company within 5 days of receipt of either the invoice for the goods or a statement of account, whichever is the sooner.

## 15. SET-OFF AND ASSIGNMENT

- 15.1 The Customer is not entitled to set off against or deduct from the price of Products sold any sums owed or claimed to be owed to the Customer by the Company.
- 15.2 The Customer must not assign or subcontract any Order for the purchase of Products or its rights or obligations under an agreement the subject of the T&Cs without the prior written consent of the Company.
- 15.3 The Company may assign or licence or subcontract all or any part of its rights and obligations under the T&Cs without the Customer's agreement or consent.

## 16. FORCE MAJEURE

- 16.1 The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete an Order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock out, war or the inability of the Company's suppliers to supply necessary products or any other matter beyond the Company's control.

## 17. WAIVER OF TERMS OF AGREEMENT

- 17.1 The failure or indulgence by the Company to exercise, or delay in exercising, any right, power or privilege available to it under the T&Cs will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power and the Company is entitled to require strict compliance at all times.

## 18. GOVERNING LAW AND JURISDICTION

- 18.1 The T&Cs is governed by and will be construed in accordance with the laws of the Republic of Singapore.
- 18.2 Any and all disputes arising out of or in connection with the T&Cs will be finally settled by binding arbitration under the Arbitration Rules of the Singapore International Arbitration Centre ("**Rules**") (which Rules are deemed to be incorporated by reference into the T&Cs) by one arbitrator, appointed in accordance with the Rules. The arbitration will take place in Singapore and the language of the arbitration will be in English.

## 19. GENERAL PROVISIONS

- 19.1 This document represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of the T&Cs will be legally binding upon either party unless agreed in Writing and signed by both parties or allowed by the T&Cs.
- 19.2 The Company may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Company, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices will be deemed to be given:
- (a) where delivered by hand, on the day of delivery;
  - (b) where sent by post, two (2) business days after the day of posting; and
  - (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained.
- 19.3 If any term of the T&Cs and an agreement the subject of the T&Cs is be invalid, void, illegal or unenforceable, it will be severed from the agreement and the remaining provisions will not be affected, prejudiced or impaired by such severance.
- 19.4 A person who is not a party to the T&Cs shall have no right to rely upon or enforce any term of the T&Cs or an agreement the subject of the T&Cs under the Singapore Contracts (Rights of Third Parties) Act.
- 19.5 If the Customer sells or otherwise disposes of its business (or any part thereof) ("**Disposal**"), the Customer must immediately notify the Company in Writing of such Disposal to enable the Customer's account to be closed. If the Customer fails to notify the Company of such Disposal, then the Customer will be jointly and severally liable with the third party acquiring the business (or part thereof) to the Company for the payment of Products subsequently sold to the third party on the Customer's account before the Company received such notice as if the Customer had ordered the Products itself.