

Application to open an account

Applicat(s) details

Individual(s) name(s): _____

Trading/Entiny Name: _____

ABN: _____

Tranding Street address: _____

Suburb: _____ State: _____ Postcode: _____

Delivery Address (if Different): _____

Tel: _____ Fax: _____ Mob: _____

Email: _____ Web: _____

Key Contact Name for this Account: _____

30 day credit account

I/We understand and agree to be bound by the Terms and Conditions articulated below. I/We hereby apply for credit in the form of a 30 day net account from MIS Australia (More Group Pty Ltd) on the strict understanding that all credit advanced to me/us in whatever form will be paid immediately as it is due and payment is personally guaranteed by me/us. I/we acknowledge that the information provided within this application has been read and understood by me/us, and I/we declare that all the information provided by me/us is true and correct in every detail and I/we acknowledge that if credit is given, credit will be provided in reliance upon the information supplied by me/us herein.

Application signature

Application name: _____

Date: _____

Witness signature

Witness name: _____

Date: _____

Credit card authorisation

I/We authorise More Group Pty Ltd, until further notice, to arrange payment of outstanding account as per details below, by debiting the credit card described below on when an invoice is due for payment on the 30th day from which an invoice is issued by More Group Pty Ltd. I recognise that any payments made via American Express will incur a 1.7% (incl GST) payment processing fee.

Credit card details

Card type: Visa Mastercard American Express

Card name: _____

Card number: _____

Expiry date: _____

CCV: _____

Card holder signature

Date: _____

Account terms and conditions

a. More Group Pty Ltd (More Group Pty Ltd trading as MIS Australia, Dental Implantology Academy or any of its other registered businesses) agrees to provide goods and services on 30 day credit to the Customer (an individual and/or entity which has an account with More Group Pty Ltd) from time to time and pursuant to these terms and conditions.

b. These terms and conditions will apply to all sales of goods and services by More Group Pty Ltd to the Customer.

Jurisdiction

c. The applicable law governing this agreement is that of the state of Victoria. The Customer and More Group Pty Ltd agree that any proceedings relating to this agreement will be under the exclusive jurisdiction of the courts of Victoria.

Payment

d. Time shall be of the essence in respect of the Customer's obligation to make payment for goods and services sold by More Group Pty Ltd to the Customer.

e. Unless otherwise expressly agreed in writing, the price of goods and services shall be the price specified in an invoice.

f. More Group Pty Ltd reserves the right to change invoice prices from time to time.

g. More Group Pty Ltd reserves the right to charge a freight and handling fee for goods provided. More Group Pty Ltd reserves the right to change this fee from time to time.

h. The Customer may make payment by credit cards including Visa, Mastercard and American Express. More Group Pty Ltd reserves the right to charge a credit card handling fee in relation to payments by credit cards and to change this fee from time to time.

i. Unless otherwise stipulated in an invoice or as agreed by the Customer and More Group Pty Ltd, goods and services provided by More Group Pty Ltd will be payable within 30 days of the date of the invoice relating to such goods and services.

j. Should the Customer fail to make payment within 30 days of days of the date of the invoice relating to such goods and services, More Group Pty Ltd may:

- charge the Customer a finance charge of 1.5% per calendar month,
- charge the Customer any costs and expenses incurred by More Group Pty Ltd in collecting overdue accounts
- withhold supply of further goods and services to the Customer
- retake possession of goods.

Refund and exchange

k. More Group Pty Ltd will not provide a refund nor remove from an invoice the cost of a returned invoiced good where the Customer has merely changed their mind as to the goods provided and invoiced.

l. More Group Pty Ltd will accept within 14 days of the date of invoice, the return of goods for the purposes of exchange for other goods or services provided by More Group Pty Ltd provided they are in original packaging, has not been tampered or opened and is in resalable condition. In the case of the purchase by a Customer of an MiS implant, More Group Pty Ltd will exchange the MiS implant after 14 days from the date of invoice for another MiS implant, provided; the customer is able to provide proof of the original MiS implant purchase, the MiS implant is still in the original packaging and has not been tampered with or opened, and the expiry date listed on the MiS implant packaging is more than 12 months from the date of exchange. More Group reserves the right to charge a shipping and handling fee for exchanges.

Retention of title

m. More Group Pty Ltd reserves the following rights in relation to any goods provided to the Customer by More Group Pty Ltd until all debts owed by the Customer to More Group Pty Ltd are fully paid:

- legal ownership of the goods;
- without prejudice to any other rights and without notice to enter the Customer premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- to keep or resell any goods repossessed pursuant to (ii) above;

n. Instances where More Group Pty Ltd may retake possession of goods include where:

- there is any breach of these terms and conditions; or
- the Customer either has a trustee in bankruptcy appointed to manage the Customer's affairs or if a Company, is subject to insolvency proceedings or is placed under official management, or receiver, or receiver and manager, or a voluntary administrator is appointed in respect of any part of the Customer's undertaking or property or an encumbrance by itself or by an agent, takes possession of all or any part of the Customer's undertaking or property; or
- the Customer parts with possession of the Goods or any of them otherwise than by way of the sale to a another party in the ordinary course of its business

o. If the goods are resold, or products manufactured using the goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the credit Provider and shall pay such amount to More Group Pty Ltd upon request. Notwithstanding the provisions above More Group Pty Ltd shall be entitled to maintain an action against the customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.

Claims and Liabilities

p. More Group Pty Ltd shall not be obligated to recognise nor shall it be responsible in law or in equity for any credit claims for short delivery or claims for damaged Goods, unless the Customer has given written notice to More Group Pty Ltd within three days of the date on which the goods in question were delivered to or collected by the Customer. If a claim is made within this time limit, acknowledgment and payment of the claim shall be at the complete discretion of More Group Pty Ltd.

q. Should the Customer consider that it has any claim (other than claims of the nature referred to in clause p. above) having regard to these conditions it is entitled to make, it shall:

- immediately upon becoming aware of the circumstances giving rise to such a claim, notify More Group Pty Ltd of the nature of the claim; and
- allow More Group Pty Ltd, its servants or agents full and free access to the goods in relation to which the claim is made (or the place where the Goods have been applied or used) for the purpose of conducting such tests and examinations as More Group Pty Ltd may in its absolute discretion consider necessary to determine whether the claim is justified or not.
- no return of Goods will be accepted or credit issued for returned goods unless first agreed to in writing by More Group Pty Ltd upon such terms as More Group Pty Ltd thinks fit. More Group Pty Ltd reserves the right to charge a handling charge based on a percentage of the contract price on goods accepted for return more than seven days after delivery. Goods shall be returned at the cost of the Customer and must be returned at the point of distribution or other point specified by More Group Pty Ltd.

r. The Customer has the benefit of conditions and warranties implied by the Competition and Consumer Act 2010 (Cth) and nothing in these conditions is intended to exclude, restrict or modify any statutory obligation More Group Pty Ltd has if that cannot lawfully be effected.

s. Should More Group Pty Ltd be liable for breach of a condition or warranty provided by the Competition and Consumer Act 2010 (Cth), More Group's liability for the breach will, be limited to one of the following as determined by More Group Pty Ltd:

- i. the replacement of the goods or the supply of equivalent goods;
- ii. repair of the goods; or
- iii. the payment of the cost of replacing or repairing the goods or of acquiring equivalent Goods.

t. Subject to any legislation to the contrary:

- i. to the full extent permitted by law, all express and implied terms, other than the ones set out in these terms and conditions are excluded;
- ii. to the full extent permitted by law, More Group Pty Ltd is not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of the Customer, More Group Pty Ltd or any other person (including any loss or damage arising from More Group Pty Ltd's negligence);
- iii. The Customer indemnifies More Group Pty Ltd against any claims made against More Group Pty Ltd by any third party in respect of any loss, damage, death or injury as is set out in subclauses. ii. and all losses and expenses which More Group Pty Ltd may suffer or incur due to the Customer failure to observe fully their obligations under these terms and conditions; and
- iv. More Group Pty Ltd makes no representation, warranty or undertaking about the compliance of the goods with any statutory requirements relating to the marketing of goods. The Customer acknowledges that the Customer alone is responsible for compliance of the goods with this legislation.

u. More Group Pty Ltd will not be responsible for non-delivery or delay in delivery of any goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such non-delivery or delay occurs, More Group Pty Ltd may deliver the goods not delivered or delayed at any subsequent time and the Customer must accept and pay for them.

Orders

v. Any quotation given by More Group Pty Ltd to the Customer from time to time, shall not be construed or operated as an offer or obligation to sell but shall be an invitation to contract only, and More Group Pty Ltd reserves the right to accept or reject in its absolute discretion any order which may be received by it from the Customer. Until such time as More Group Pty Ltd accepts in writing an order submitted by the Customer, it shall not be obliged to supply to the Customer the goods so ordered.

w. Should at any time the customer default in respect of its payment obligations under these terms and conditions, More Group Pty Ltd may cancel or suspend any uncompleted order that has been accepted by More Group Pty Ltd, without being liable to the customer in any way whatsoever.

x. More Group Pty Ltd shall not under any circumstances be responsible to the customer for a breach of its obligation to supply goods pursuant to an order that it has accepted which failure to and/or late supply is caused by matters beyond the reasonable control (including but without limiting the generality of the foregoing) Act of God, acts of any Government, war or other hostility, national or international disasters, the elements, fire, explosion, power failure, equipment failure, strikes or lockouts, inability to obtain necessary supplies and the like and other force majeure.

y. More Group Pty Ltd reserves its rights to alter quotes, fees, price lists, the design of goods and to cease supply of goods without notice.

Waiver

z. No waiver by More Group Pty Ltd of any one breach of these conditions shall operate as a waiver of another breach of the same or of any other conditions of sale and the doing and/or omission of any act, matter or thing whatsoever by More Group Pty Ltd, its servants or agents (which but for this clause ought or might amount to a waiver of More Group Pty Ltd's rights in respect of any such breach or default), shall not operate nor be deemed to be a waiver in any way of More Group Pty Ltd's rights and powers in respect of such breach or default any rule of law or equity to the contrary notwithstanding.

Account details

aa. More Group Pty Ltd reserves the right to request that the Customer update their account information. Refusal may result in credit withdrawal.

ab. More Group Pty Ltd reserves the right to make changes to the details of the Customer's account.

These terms and conditions

ac. These Terms and Conditions, together with any terms and conditions relating to the provision of services by the Dentistry and Implantology Academy (DIA) and published on www.dentistryacademy.com.au govern the relationship between the Customer and More Group Pty Ltd and, subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

Cessation of Supply

ad. More Group Pty Ltd's agreement to continue to deliver or sell goods to the Customer is always conditional upon More Group Pty Ltd being satisfied of the Customer's ability to pay and comply with these terms and conditions. If More Group Pty Ltd ceases to be so satisfied, More Group Pty Ltd may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by the Customer.

Severance

ae. Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions will be read and enforced as if the void or unlawful provisions have been deleted.