

Account Form



Dentist Details

Title _____
First Name _____
Surname _____
Email _____
GDC No. _____

Business Details

Practice Name _____
Practice Address _____

Postcode _____

Key Contact for Accounts/Billing

Name _____
Tel _____
Email _____

Business Type

Limited Company Sole Trader Partnership

Company Name / Reg no _____
Year Trading Commenced _____

Approved Lab

If you authorise one or more laboratories to order products from us on your behalf, please provide their details below.

1. Lab Name _____

Contact Name _____

Address _____

Email _____

2. Lab Name _____

Contact Name _____

Address _____

Email _____

3. Lab Name _____

Contact Name _____

Address _____

Email _____

4. Lab Name _____

Contact Name _____

Address _____

Email _____

Agreement

I wish to apply for Credit facilities with Dental Direct UK Osstem UK Limited.

I have read and agree to comply with the terms and conditions of sales printed overleaf.

Note Paragraph 7.4.3 – Interest will be charged on overdue items at 5% above the bank base rate. This account is open on a 30 days net terms unless amended by another written agreement.

Declaration by Applicant Seeking Credit

- I am duly authorised by the applicant business to enter into this agreement on its behalf. We agree that payment of your invoices will be made strictly in accordance with the credit terms stated thereon. We recognise that if payment of your invoices are not made by the due date of payment, it will result in the matter being referred to Credit Protection Association for recovery of the invoice debt; if also, we agree to indemnify you against the costs you incur in referring the matter to CPA to pursue the debt including CPA's current applicable fees for writing to us, any commission payable by you to CPA, all reasonable incidental costs of recovering the debt and interest as applicable.
- We understand that as a part of your assessment of us for the granting of credit, you will send details of our application to CPA Online Limited who will search databases to which it has access. It may also search a credit reference agency for information relating to us (and in the case of non-limited business, also relating to the proprietors). The credit reference agency will record the fact of that search in the name of CPA Online Limited.
- I authorise our bankers to provide an opinion as to our suitability for the requested account.

Signed _____

Name (please print) _____

Date _____

Terms & Conditions of Sales for OSSTEM UK

1. Interpretation

1.1 In these Conditions:

"Buyer" means the person, firm or company whose order for the goods is accepted by the Seller, and shall include the Buyer's personal representation, successors and permitted assigns. "Goods" means the goods (including and instalment of the goods or any parts for them) which the Seller is to supply in accordance with these conditions.

"Seller" means Dental Direct UK Limited of 15-17 The Crescent, Leatherhead, Surrey, KT22 8DY, United Kingdom.

"Contract" means the contract for the purchase and sale of the goods consisting of these conditions and any other documents specified herein.

"Drawings" include plans, photographs, models, patterns, samples, data and technical information of every description whether written and or three dimensional. "Writing" includes telex, cable, facsimile, transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1 Any estimate or quotation given by the Seller is an invitation to treat only and is valid for a period of 30 days (unless previously withdrawn by the Seller).

All Goods sold are supplied by the Seller to the Buyer solely on these conditions which contain the entire obligation between the Seller and the Buyer to the conclusion of any other terms and conditions subject to which any such quotation is placed or purported to be accepted or placed by the buyer.

2.2 No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any particulars, details or information given in any catalogue, price lists, notices or similar documents of the Company are purely by way of indication and shall in no case bind the Company. All statements or representations in relation to or in connection to or in connection with the Goods appearing otherwise than in the Contract or made orally are statements of opinion made without responsibility on the part of the Company and are not to be relied on as statements of fact or representations.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specification

3.1 Orders submitted by the Buyer will only be deemed to be accepted on despatch of goods.

3.2 The Buyer shall be responsible to the Seller for ensuring the suitability of the Goods for any particular purpose, for the accuracy of the terms of any order (including all applicable Drawings and specifications) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation.

3.4 If the goods are to be manufactured or any process is to be applied to the goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the seller against any and all liability, loss, damages, costs and expenses arising howsoever directly or indirectly and awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person or from any defective or dangerous aspects of the goods whether in whole or in part which results or arises from the Seller's use of the Buyer's specification.

3.5 The Seller shall not be obliged to provide test or performance certificates unless agreed in Writing. Any costs incurred in carrying out such testing or inspection shall be paid by the Buyer in addition to the price of the Goods.

3.6 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or EC requirements or which do not materially affect their quality or performance.

3.7 No order drawing or specification may be amended varied or cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all liability, loss (including loss of profits), costs (including the cost of all labour and materials used), damages, charges, and expenses incurred by the Seller as a result of such amendment variation or cancellation.

4. Drawings, Tooling and Information

4.1 The property in all Drawings, dies, moulds or other tooling, specifications, brochures and informational books and documents, prepared manufactured or supplied by the Seller shall vest in and remain with the Seller and the Buyer undertakes that it will not disclose to any other person or use the same other for the purposes of the Contract and that it will at the request of the Seller at any time immediately deliver the same to the Seller together with all topics thereof in its possession or control.

5. Safety of Goods

5.1 The Buyer shall forthwith provide the Seller with all information relating to any defects or safety hazards in the Goods which it has or of which it becomes aware or of which it ought reasonably to have become aware.

5.2 The Buyer shall provide any person any person who uses or may use the Goods with any information (including instruction) provided by the Seller which affects or may affect the safe use of the Goods and shall comply with all reasonable requirements of the Seller to ensure the safety of the Goods or of any such person.

6. Price of the Goods

6.1 The price of the Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving action to the Buyer.

6.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

6.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging, and insurance.

6.4 The price is exclusive of any applicable value added tax, which the Buyer shall be liable to pay the Seller's charges for transport, packaging, and insurance.

7. Terms of Payment

7.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time other delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

7.2 The Buyer shall pay the price of the Goods less any discount to which the Buyer is entitled, but without any other deduction or set off within 30 days after the date of delivery, or if delivery has not taken place, from the date of the Seller's invoice, notwithstanding that property in the Goods has not passed to the Buyer, delivery has not taken place or the existence of any disputed claim against the Seller. The time of the payment of the price shall be of the essence of the Contract. Receipts for payments will be issued only upon request.

7.3 The Seller may at any time at its discretion withdraw credit facilities and/or require the Buyer to make payment in cash or provide security for payment.

7.4 If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

7.4.1 cancel the contract or suspend any further deliveries to the Buyer;

7.4.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

7.4.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the annual rate of 5% above HSBC bank base rate, until payment in full is made (a part of month being treated as a full month for the purpose of calculation interest)

7.5 Payment shall not be deemed to have been made until payment in cash or cleared funds have been received by the Seller.

8. Returns

Return will not be accepted without the prior agreement of the Seller. A handling charge of 15% of the current sales value of the Goods returned will be made unless the return is due to genuine fault or complaint.

9. Delivery

9.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller delivering the Goods to a carrier for delivery to that place.

9.2 Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance at the quoted delivery date upon giving reasonable notice to the Buyer.

9.3 The Seller may make delivery of the Goods in instalments and where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

9.4 If the Seller fails to deliver the Goods for any reason other than cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

9.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

9.5.1 store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage. or

9.5.2 sell the Goods at the best price readily obtainable (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

10 Risk and property

10.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

10.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery to a carrier or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

10.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to recall or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of the sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. Until that time the Seller may revoke the Buyer's right to resell or use the Goods

10.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods whether or not they have been affixed to any property.

10.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer so does all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

11 Warranties and liability

11.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond in all material respects with their specification at the time of delivery and will be free from any material defects in materials and workmanship for a period of six months from the date of their initial use or twelve months from delivery, whichever is the first to expire.

11.2 The above warranty is given by the Seller subject to the following conditions:

11.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.

11.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Seller's approval;

11.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

11.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as it is given by the manufacturer to the Seller.

11.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions of other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.4 Where the Goods are sold under a consumer transaction as defined by the Consumer transaction (restrictions on Statement) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.

11.5 Any claim by the Buyer which relates to the quantity of the Goods delivered shall be notified to the Seller in Writing within 3 days from the date of delivery and if the Buyer does not notify the Seller accordingly the quantity stated to be delivered by the Seller shall be deemed to be the quantity actually delivered.

11.6 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller in Writing within 5 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within as reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

11.7 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refused to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

11.8 Except in respect of death or personal injury caused by the Seller's negligence or any liability imposed on the Seller by Part 1 of the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or any other term, or any duty or common law, or under the express terms of the Contract, for ad consequential loss or damage (whether for less of profit or otherwise), cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in the conditions.

11.9 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's control:

11.9.1 Act of God, explosion, flood, tempest, fire or accident;

11.9.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

11.9.3 acts, restrictions, regulations, bye-laws, prohibitions or measure of any kind on the part of the government, parliamentary or local authority;

11.9.4 import or export regulations or embargos;

11.9.5 strikes, lack-cuts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

11.9.6 difficulties in obtaining raw materials labour, fuel, parts or machinery;

11.9.7 power failure or breakdown in machinery.

11.10 Except in respect of death or personal injury caused by the Seller's negligence or any liability imposed on the Seller by Part 1 of the Consumer Protection act 1987 the Sellers total liability for any one claim or for the total of all claims arising from any one act or default of the Seller shall not exceed £250,000 or the Contract price whichever is the higher.

12 Indemnity

12.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damage, costs and expenses awarded against or incurred by the Buyer in connection with the claim or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

12.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;

12.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

12.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

12.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use in its best endeavour to do so);

12.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) so be paid by any other party in respect of any such claim; and

12.1.6 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

13 Insolvency of Buyer

13.1 This clause applies if:

13.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction whilst solvent); or

13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

13.1.3 the Buyer ceases, or threatens to cease, to carry on the business; or

13.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

13.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liabilities to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14 Breach of Contract

The Seller has the right to terminate the Contract immediately by the written notice if the Buyer commits a breach of any one of the conditions of the Contract and (in the case of a breach capable of being remedied) does not remedy or does not take reasonable action to remedy such breach within three days after the receipt of written notice calling upon it to remedy the sums.

15 General

15.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

15.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

15.4 Any dispute arising under or in connection with these Conditions or the sale of the Goods shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Institute of Arbitrators in accordance with the Arbitrations Acts in force from time to time.

15.5 The Contract shall be governed by and construed in accordance with the laws of England and the parties hereto submit themselves to the jurisdiction of the English Courts.