

Definitions.

1. These are the terms and conditions of Oodles & Oodles Limited (CN3506251) trading as Codentech Dental Laboratory and Denture Concepts.(herein referred to as 'CDL' ,Company,'we','us','our',or,'it').
2. We reserve the right to add to, delete or change these terms at any time. Any changes to our terms and conditions will be published on our website at www.codentech.co.nz and you should refer to the website from time to time for any such changes.

Acceptance.

3. Any instructions received by CDL from the customer for the supply of goods and services shall constitute acceptance of the terms and conditions contained herein.
4. Upon acceptance of these terms and conditions by the customer , the terms and conditions are binding and can only be amended with the written consent of CDL.

Credit.

5. CDL reserves the right not to accept an order for goods and services from a customer.
6. Credit is provided to the customer at the sole discretion of CDL, and can be withdrawn at any time .CDL reserves the right to request payment in advance from a customer.

Price List and payment terms.

7. Current price lists can be obtained from CDL on request .The price of goods and services provided shall be detailed in writing by CDL to the customer. Prices are subject to change without notification.
8. GST shall be added to the price, in accordance with relevant legislation.
9. Where credit is provided by CDL invoices are due for payment Twenty (20) days from date of statement .Any balances outstanding over 20 days may incur interest and administration charges.
10. Payment can be made by electronic funds transfer and credit card (Visa and MasterCard only).

Advice.

11. CDL will provide goods and services to the customer based on the prescription issued to CDL , and may from time to time discuss the case with the prescriber through email, telephone or in person. The prescriber acknowledges that the discussions, and any representations by CDL , should be used as merely a guide rather than a definitive recommendation to adopt any specific action or treatment. Nothing transmitted in the course of such discussions shall constitute the establishment of a prescriber-client-patient relationship between the prescriber and CDL. Responsibility for the diagnosis of a medical condition, and for the prescription of treatment planning , medicines and appliances rests solely with the prescriber.

Guarantee

12. CDL offers a materials guarantee on all products for any defects that occurred as a result of the manufacturer's material failure.
13. CDL offers a Product guarantee subject to the following conditions:
 - a) The guarantee is valid for the following products only, from the date of the original invoice to the customer for the period specified below.
Definitive Dentures (all materials) - 12 months
Immediate Dentures (all materials -) 3 months.
 - b) The damaged product must be returned to CDL for inspection.
 - c) CDL will assess the product to determine, in its sole judgement, whether a full or partial refund, or replacement product will be provided.

- d) Where CDL agrees to replace a product, the new item will be made to the identical specifications as the original product. Substitute materials will not be accepted.
 - e) CDL reserves the right to void the guarantee if, in its sole judgement, the damage to the product has not been caused as a result of the manufacturing process.
14. There is no written Guarantee on Splints, mouth guards, bleaching trays, snoring appliances and orthodontic appliances.
15. The guarantee is offered to dentists who have sourced the products from CDL and is not intended to exclude or limit any rights or remedies a consumer may have under New Zealand consumer law.

Other Terms.

16. a) The buyer agrees that for the purposes of the Personal Property Securities Act 1999 (“Act”), these terms of trade are a security agreement.
- b) The buyer agrees that ,for the purposes of the Personal Property Securities Act 1999(“Act”),Oodles & Oodles Limited (Company) trading as Codentech Dental Laboratory and Denture Concepts has a security interest in the goods supplied by the Company to the buyer (as detailed) in each invoice supplied to the buyer as well as the proceeds of such goods. The buyer agrees to sign any document required for the Company to perfect the buyer’s security interest under the Act.
- c) Romalpa Clause: Prior to the buyer paying in full for all goods supplied to the buyer by the Company, ownership of such goods will remain with the Company. If the buyer fails to pay on the due date or breaches these terms, or is placed in receivership, or liquidation the buyer authorises the Company to enter any premises to recover goods owned by the Company .The buyer agrees to indemnify the Company for any losses or cost the Company incurs in recovering such goods. If the premises are those of a third party, the Company may enter and recover the goods as the buyer’s agent. If the buyer on sells any goods supplied by the Company before ownership has passed to the buyer, the proceeds of such sale will be received and held by the buyer in trust for both the Company and the buyer.
- d) All costs incurred in the recovery of overdue funds, including but not limited to debt recovery collection costs, late payment penalties and legal fees may also be added to the balance of your account.