

Terms & Conditions

DEFINITIONS

1. These are the terms and conditions of Proform Australia Pty Limited (ACN 112 935 636) (herein after referred to as 'Proform' '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.proformaaustralia.com.au and you should refer to the website from time to time for any such changes.

ACCEPTANCE

3. Any instruction received by Proform 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 Proform.

CREDIT

5. Proform 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 Credit is provided to the customer at the sole discretion of Proform, and can be withdrawn at any time. Proform reserves the right to request payment in advance from a customer.

PRICE and PAYMENT

7. The price of the goods and services provided shall be detailed in writing by Proform to the customer. Prices are subject to change without notification. A current price list can be obtained from Proform Customer Service.
8. GST and other taxes shall be added to the price, in accordance with relevant legislation.
9. Where credit has been provided by Proform, invoices are due for payment thirty (30) days from invoice date. Any balances outstanding over 30 days may incur interest and administration charges.
10. Payment can be made by credit card, electronic funds transfer or cheque. American Express credit cards currently incur a 3% surcharge, which is subject to change at any time.

SERVICE

11. The customer is responsible for the safe and timely delivery of jobs sent to Proform for processing. Proform takes no responsibility for jobs that are delayed, damaged or lost in transit to Proform. The customer is responsible for payment of all delivery costs to Proform.
12. Normal turnaround times for jobs are between 2 and 5 in-lab days from when Proform receives the parcel. This is conditional on there being no delays as a result of factors beyond our control. Cases may take longer than 5 working days where there are technical queries from the Proform technicians, potential problems to discuss, or where photographs are requested by the customer.
13. Proform is responsible for the delivery of completed work back to the customer.
14. Proform will only make delivery of completed work to the business address of the customer. Proform will not deliver completed work to a residential address.

GUARANTEE

15. Proform offers a twelve (12) month guarantee on all products (except occlusal splints, anterior jigs, and night splints that have a three (3) month guarantee), for any defects that may occur as a result of the manufacturing process. Where Proform agree to replace the product, the new item must be of the same material as the original. Substitute materials will not be accepted. The guarantee is subject to the following conditions.
 - a. The guarantee is valid from date of dispatch to the customer.
 - b. The damaged product must be returned to Proform for inspection.
 - c. The item will be remade for the customer for no charge.
 - d. The guarantee extends to the replacement product provided, except where in the view of Proform the material selected by the customer has a higher than usual chance of fracture.
16. Proform reserves the right to void the warranty, if in its sole judgment the damage has not been caused as a result of the manufacturing process.
17. There is no written guarantee on removable prosthodontics such as dentures/splints. Proform will assess each case to determine whether a full or partial refund, or a replacement part will be provided.

MEDICAL ADVICE

18. Proform will provide goods or services to the customer based on the order sheet provided by the customer, and may from time to time discuss the case with the customer through email, or by telephone. The customer acknowledges that such discussions, and any representations by Proform, should be used merely as 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 doctor-client-patient relationship between the customer and Proform. Responsibility for the diagnosis of a medical condition, and for the prescription of treatment planning or medicines, rests solely with the customer.

GOVERNING LAW

19. These Terms are governed by the laws of Victoria. No action or proceeding may be commenced or maintained in relation to the site, the Services or these Terms except in a court of appropriate jurisdiction in the Commonwealth of Australia.