

TRADING TERMS



The following document is a summary of Haemoview Diagnostics Pty Ltd (Haemoview) "Trading Terms and Conditions" and applies to customers ordering directly from Haemoview. Placement of an order with Haemoview by you ("the customer") shall be deemed as acceptance of Haemoview's Terms and Conditions of sale, unless other contractual arrangements are in place. Haemoview may vary these terms at any time by giving you written notice.

1. ORDERING

- 1.1. Haemoview business hours are 8.00am–5.00pm Monday to Friday (EST)
- 1.2. Customer Service : Email orders@haemoview.com.au
- 1.3. All orders below the net value of \$500.00 (exclusive of GST) will incur a \$50.00 (+ GST) handling charge unless any previous arrangement is in place.

2. PRICING

- 2.1. All prices are exclusive of GST.
- 2.2. Haemoview will supply all customers with a Tax Invoice showing the GST component.
- 2.3. If GST is payable by Haemoview on any sale, the buyer will pay to Haemoview an amount equal to the total invoice price including the GST component.
- 2.4. The prices and specification of Haemoview products are subject to change without notice.

3. DELIVERY CONDITIONS

- 3.1. It is the intention of Haemoview to despatch stock line items ordered before 1.00pm EST on the next day. Stock line orders placed after these cut-off times will be despatched the following day. Haemoview is not liable for any failure to supply the goods at the delivery time quoted on any grounds (including negligence by Haemoview or its agents). Haemoview may decline to accept an order, or cancel an order at its discretion.
- 3.2. Dates of shipment are estimates and do not constitute a term of the sale. Haemoview reserves the right to initiate shipments of only portions of an order, particularly when certain ordered goods are then unavailable. Delay in the shipment of any portion of an order does not constitute grounds for cancellation of the order or any part thereof.
- 3.3. Orders accepted for delivery are subject to the customer's account being current.
- 3.4. Haemoview supply all standard deliveries over \$500.00 (excl GST) into store by a carrier of Haemoview's choice for a flat fee of \$95.00. Urgent orders requiring goods and services outside specified turnaround times may incur additional costs. Urgent orders should be communicated by telephone to Haemoview. Haemoview is not liable to the customer for any failure to comply with these terms if the failure (directly or indirectly) arises out of any circumstances which are not within Haemoview's reasonable control.
- 3.5. The risk of damage and/or the loss of any goods passes to the customer upon delivery of the goods.
- 3.6. The Customer is not authorised to resell, resupply or distribute, or to authorise or permit any other person to resell, resupply or distribute, any goods supplied by Haemoview.
- 3.7. The customer acknowledges that ownership of the goods delivered by Haemoview to the customer will not pass to the customer until such time as the goods supplied by Haemoview have been paid in full. Notwithstanding anything in this clause, risk in the goods will pass to the customer at the date of delivery.

4. RETURN AND HANDLING OF GOODS

- 4.1. No return of product will be accepted without prior authorisation. A separate "Return Authority" (RA) number must be issued by Haemoview Customer Service Representative prior to the return of goods.
- 4.2. Any goods returned with an RA will incur a restocking fee of 10% of the original price charged, unless as a result of a Haemoview error.
- 4.3. The Buyer must ensure that all products are safely and lawfully received, stored, maintained, used or applied.
- 4.4. The Buyer must ensure that all appropriate safety information is distributed to its customers and all others (including Buyers employees) who require it for the safe handling or use of the products.

- 4.5. Claims for short shipments, damaged goods, or over shipment of goods must be made within fourteen (14) days from receipt of goods. If the customer has not made an application within this time the customer will be deemed to have accepted the shipment and cannot make any further claims. If there is an over shipment, the customer must immediately inform Haemoview within 48 hours.
- 4.6. If a product is believed to be faulty, the goods should be isolated and Haemoview advised of the alleged fault.
- 4.7. Goods will not be accepted for return when:
 - a) The return is not due to a Haemoview error.
 - b) The return delivery is not accompanied by a Haemoview RA number.
 - c) The goods are returned in packaging that is damaged, written upon or is otherwise marked and in an un-saleable condition.
 - d) The goods are returned in opened packages / cartons.
 - e) The request for return is not received within 14 days of the invoice date
 - f) The goods are returned more than 14 days after the RA number has been issued.

5. GOODS WITH EXPIRY DATES

- 5.1. Any concern as to the expiry period remaining on goods received must be conveyed to Haemoview within fourteen (14) days from receipt of goods. Under no circumstances will Haemoview accept the return of stock which has expired, or has less than 6 months shelf life unless prior agreement has been arranged.

6. INVOICE DISCREPANCIES

- 6.1. The customer must notify Haemoview within fourteen (14) days following receipt of any invoice regarding any amounts under dispute or requiring clarification.

7. ACCOUNTS

- 7.1. Haemoview terms of trade are thirty (30) days net after end of month of invoice unless otherwise specified and agreed in writing.
- 7.2. Haemoview must provide a valid tax invoice in respect of any GST included in any payment to be made under or in connection with the terms.
- 7.3. Haemoview may require immediate payment of all unpaid monies (whether or not actually due and payable) if Haemoview considers (in its discretion) that the customer's credit worthiness has become unsatisfactory, or if the customer cannot pay its debts as they fall due, or if the customer becomes subject to any other bankruptcy or insolvency event.
- 7.4. "GST" has the same meaning in these terms as in the "GST Law", as defined in the A New Tax System (Goods and Services Tax) Act 1999.
- 7.5. Haemoview reserves the right to charge interest at the prevailing rates on any overdue amounts.
- 7.6. Haemoview is entitled to charge an Administration Fee of \$25.00 per invoice overdue.
- 7.7. The customer acknowledges and agrees that interest will accrue on any accounts not paid by the due date. Interest will accrue on a daily basis from the due date for payment until the date the account is paid in full.
- 7.8. Haemoview's invoice / statement of account will be communicated to the customer at the address specified in the application form, or such address as is notified to Haemoview in writing by the customer from time to time, and shall be deemed to be received by the customer at the expiry of three (3) days after the time of posting by pre-paid ordinary post.
- 7.9. Haemoview may cease selling goods to the customer at any time, without prior notice to the customer.

8. LIABILITY

- 8.1. To the extent permitted by law, Haemoview expressly excludes all implied warranties, conditions, liabilities or representations in relation to the goods or their quality, state, condition or fitness for any particular purpose or the correctness of the information advice or other services concerning the goods, whether statutory or otherwise and whether imposed at law or equity;
 - 9.1.2. limits its liability for any breach of any condition or warranty that cannot be excluded at law, at the option of Haemoview:
 - i) in the case of goods:
 - a) repairing or replacing those goods; or
 - b) paying the cost of having those goods repaired or replaced; and
 - ii) in the case of services:
 - a) resupplying those or equivalent services or;
 - b) paying the cost of having the services resupplied;
 - c) will not be liable for any indirect, consequential, special or exemplary damages, loss of revenue, economic loss, loss of anticipated profits or loss of data or information arising in connection with these terms;
 - d) will not be liable for any damages arising from claims of third parties for injury, death or property damage suffered as a result of the use of the goods, or failure of Haemoview to warn, or to adequately warn, against the dangers of the goods or failure of Haemoview to instruct, or to adequately instruct, about the safe and proper use of the goods.
- 8.2. Notwithstanding anything in these terms, the maximum liability of Haemoview in connection with these terms for any and all claims, whether under a warranty, indemnity claim or otherwise, will not exceed the price of the goods delivered.

9. WARRANTY

- 9.1. Haemoview warrants that each product it distributes is free from defects in materials or workmanship. Product distributed by Haemoview is warranted by its manufacturer. Except to the extent required by law, there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. Haemoview's sole obligation and the Purchaser's exclusive remedy for breach of any warranty shall be, at Haemoview's option, to repair or replace the product. Haemoview shall not be liable for incidental or consequential damages.
- 9.2. Please contact Haemoview if you have any particular questions in relation to manufacturer's warranty.

10. COPYRIGHT

- 10.1. The contents of all or any of the product catalogues may not be reproduced without the written permission of Haemoview.

11. GOVERNING LAW

- 11.1. These terms are governed by the law in force in Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts.

12. CREDIT REPORTING

- 12.1. The customer hereby authorizes Haemoview to obtain from a credit reporting agency a credit report containing personal information about the customer in relation to commercial credit provided by Haemoview in accordance with s18K(1)(b) of the Privacy Act, 1988 (Cmwlth) (the "Act") and to obtain a report containing information from a person or business which provides information about the commercial credit worthiness of a person in relation to credit provided by Haemoview, in accordance with s18L(4) of the Act.
- 12.2. The customer further authorizes Haemoview in terms of s18N(1)(b) of the Act to disclose information of a report received by it pursuant to this clause and to exchange information with other credit providers for the purpose of notifying other credit providers of a default by the customer; assessing an application for credit by the customer; and assessing the creditworthiness of the customer.