

## TERMS & CONDITIONS OF SALE

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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.

"The Company" shall mean Haemoview Diagnostics Pty Ltd. "Buyer" shall mean the person, firm or Company to whom the Goods are offered, and shall include, as the case may be, his legal personal representatives, executors, administrators, successors or permitted assigns. "Goods" means the Goods supplied by the Company to the Buyer under these Terms and Conditions of Sale.

### 1. ORDERING

- 1.1. Haemoview business hours are 8.30am-5.00pm Monday to Friday (EST)
- 1.2. Customer Orders are to be sent to the following email address: haemoview\_cs@linfox.com
- 1.3. All orders below the net value of \$500.00 (exclusive of GST) will incur a \$100.00 (+ 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 specifications of Haemoview products are subject to change without notice.

### 3. DELIVERY CONDITIONS

- 3.1. It is the intention of Haemoview to dispatch stock items ordered before 11.00amEST on the same day. Stock orders placed after these cut-off times will be dispatched 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. Due to refrigeration requirements goods will not be shipped to SA and WA on Thursdays and Fridays.
- 3.2. Lead time for Capital equipment orders is 6-8 weeks from receipt of order.
- 3.3. 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 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 \$125.00. Urgent orders requiring goods and services outside specified turnaround times will incur an additional charge to be agreed on prior to shipping the order, and with a minimum charge of \$175.00. Additional freight charges for deliveries over 30kg may apply and will be provided on a quotation basis. Urgent orders should be provided as normal by email and 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 to the address specified on the purchase order.
- 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 for in full. Risk is deemed to have been transferred to you on receipt of goods into your company / institution, store, warehouse, laboratory or premises.

### 4. RETURN AND HANDLING OF GOODS

- 4.1. Goods that are deemed by us to be reagents or consumable items or items that must remain in a 'supply cold chain' will not be accepted back into our warehouse under any circumstances.
- 4.2. Under special circumstances certain equipment, spare parts and accessories ordered in error may be returned to our warehouse at your cost if the goods have not been opened.
- 4.3. 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.
- 4.4. Any goods returned with an RA will incur a restocking fee of 30% of the original price charged, unless as a result of a Haemoview error.
- 4.5. The Buyer must ensure that all products are safely and lawfully received, stored, maintained, used or applied.
- 4.6. 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.

- 4.7. Claims for short shipments, damaged goods, or over shipment of goods must be made within seven (7) 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.
- 4.8. If a product is believed to be faulty, the goods should be isolated and Haemoview advised of the alleged fault.
- 4.9. 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 7 days of the invoice date
  - f) The goods are returned more than 7 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 seven (7) days from receipt of goods. Under no circumstances will Haemoview accept the return of stock which has expired or has less than three (3) months shelf life unless prior agreement has been arranged. Reagents and supplies with shelf-life limitations are shipped with an expiration of 90 days or more. Controls and Calibrators are shipped with an expiration of 30 days or more. Unfortunately, on occasions we receive products from the manufacturer with shorter than normal expiration, an issue that is out of our control. We do our best to inform our customers if this is the case and seek approval.

#### 6. INVOICE DISCREPANCIES

- 6.1. The customer must notify Haemoview within seven (7) days following receipt of any invoice regarding any amounts under dispute or requiring clarification.

#### 7. ACCOUNTS

- 7.1. Where credit terms have not been agreed to in writing, payment will be required in full within 30 days of invoice.
- 7.2. Haemoview will 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 (at 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 market rates on any overdue amounts.
- 7.6. For late payments over 30 days, a collections charge of \$100.00 per collections notice issued to the Customer may be levied at the discretion of Haemoview.
- 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 email address specified in the application form, or such address as is notified to Haemoview in writing by the customer.
- 7.9. Haemoview may cease selling goods to the customer at any time, without prior notice to the customer.

#### 8. LIABILITY

- 9.1 To the extent permitted by law, Haemoview's total liability to the Buyer arising under or in connection with these terms and conditions in contract, tort, statute or otherwise not excluded under these terms and conditions in contract, is limited to the value of the order the liability relates to.
- 9.2 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;
- 9.3 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;
  - a) 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.
  - b) Notwithstanding anything in these terms, the maximum liability of Haemoview in connection with these terms for any, and all claims, whether under a warranty.

## 10 WARRANTY

10.1 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.

The above warranties are given subject to the following conditions which shall exclude, restrict or modify the above warranties to the full extent permitted by law:

- (a) The Company shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions. Failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval.
- (b) The Company shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- (c) The Company shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the Company's negligence, or the negligence of the Company's 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 these conditions or except to the extent implied by statute (including the Australian Consumer Law).
- (d) The Company 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 Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
  - (1) Act of God, explosion, flood, tempest, fire or accident.
  - (2) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
  - (3) Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes.
  - (4) Strikes, lock-outs or other industrial actions or trade disputes (whether involving the Company's employees or the employees of a third party).
  - (5) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
  - (6) Power failure or breakdown in machinery; delays caused by transportation or lack of transportation facilities.
  - (7) Cyberattacks.
  - (8) Epidemics or pandemics.

The estimated date of delivery is to be extended until the cessation of the effect of such matters listed above, and that where the delay continues for more than 6 months, the Company is entitled to give the Buyer notice of repudiation of the contract with respect to Goods not delivered.

- (e) Any claims, especially claims of damages that have not occurred on the delivered goods themselves are excluded as far as it is not an act of culpable negligence or willfulness from the Company's side. The Company shall not be liable for any unforeseeable damages.
- (f) Any agreements, warranties or offers made by the Company's representatives or agents are not binding unless and until they have been confirmed in writing by the Company.

## 11. GOVERNING LAW

11.1. These conditions shall be interpreted and governed by the state /country laws of Australia and New Zealand

## 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.