

# TERMS & CONDITIONS OF SALE

## Haemoview Diagnostics Pty Ltd

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Phone: +61 (0)7 2111 6332

Email: [customerservice@haemoview.com.au](mailto:customerservice@haemoview.com.au)

**Effective Date: 1 April 2026**

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## 1. APPLICATION AND ACCEPTANCE

### 1.1 Application of Terms

These Terms and Conditions of Sale ("Terms") apply to all orders for goods and services placed with Haemoview Diagnostics Pty Ltd ("Haemoview", "we", "us", "our") by you ("Customer", "you", "your").

### 1.2 Acceptance

By placing an order with Haemoview (whether by email, phone, online, or any other means), you accept and agree to be bound by these Terms. If you do not accept these Terms, do not place an order.

### 1.3 Priority

These Terms prevail over any conflicting terms in your purchase order or other documents, unless we have agreed otherwise in writing signed by an authorized representative of Haemoview.

### 1.4 Variation

We may update these Terms at any time by notifying you in writing (including by email). Updated Terms will apply to all orders placed after the date of notification.

### 1.5 Definitions

- **"Goods"** means the products, reagents, consumables, equipment, spare parts, and accessories supplied by Haemoview to the Customer.
  - **"Services"** means any installation, training, technical support, or other services provided by Haemoview.
  - **"Order"** means a request by the Customer to purchase Goods or Services from Haemoview.
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## 2. ORDERS AND PRICING

### 2.1 Business Hours

Orders are processed Monday to Friday, 8:30am–5:00pm AEST/AEDT (excluding public holidays in Sydney).

### 2.2 How to Order

Orders must be sent to: [orders@haemoview.com.au](mailto:orders@haemoview.com.au)

### 2.3 Order Acceptance

An order is accepted when we confirm it in writing (including by email) or dispatch the Goods. We may decline or cancel any order at our discretion.

#### **2.4 Minimum Order Handling Charge**

Orders with a net value below \$500.00 (excluding GST) will incur a \$100.00 handling charge (plus GST).

#### **2.5 Pricing**

All prices are in Australian Dollars (AUD) and exclude GST unless stated otherwise. Prices are subject to change without notice. The price applicable to your order is the price confirmed at the time we accept your order.

#### **2.6 GST**

GST is payable on all taxable supplies. We will issue a valid tax invoice showing the GST component.

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### **3. PAYMENT TERMS**

#### **3.1 Payment Due Date**

Unless credit terms have been agreed in writing, payment is due in full within **30 days** of the invoice date.

#### **3.2 Payment Methods**

Payment must be made by electronic funds transfer (EFT) to the bank account details shown on our invoice. Credit card payments may attract an additional surcharge.

#### **3.3 Invoice Disputes**

If you dispute any invoice, you must notify us in writing within **7 days** of receipt, stating full details of the dispute. If you do not notify us within 7 days, you are deemed to have accepted the invoice as correct.

#### **3.4 Credit Suspension**

We may require immediate payment of all unpaid amounts (whether or not yet due) and suspend or withdraw credit terms if:

- any invoice remains unpaid after the due date;
  - we reasonably believe your creditworthiness has become unsatisfactory; or
  - you cannot pay your debts as they fall due, or become subject to any insolvency event.
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### **4. INTEREST AND COLLECTION CHARGES**

#### **4.1 Interest on Overdue Amounts**

Interest accrues daily on all overdue amounts from the due date until payment is received in full, calculated at **5% per annum above the Reserve Bank of Australia cash rate** prevailing at the time the amount became overdue.

#### **4.2 Collections Charge**

For invoices overdue by more than 30 days, we will charge a **collections fee of \$100.00 (plus GST)** for each substantive overdue reminder sent to you by email, letter, or documented phone call.

#### **4.3 Recovery Costs**

You agree to pay all costs we incur in recovering overdue amounts, including debt collection agency fees, solicitors' costs, and court costs, to the extent permitted by law.

#### **4.4 Account on Hold**

We may place your account on hold and cease all supply (including cancellation of pending orders) until all overdue amounts, interest, and charges are paid in full. We may also require all future orders to be on a pre-payment (pro-forma) basis.

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## **5. DELIVERY**

#### **5.1 Delivery Timeframes**

We aim to dispatch in-stock items ordered before 11:00am AEST/AEDT on the next business day. Delivery timeframes are estimates only and are not guaranteed. We are not liable for any delay in delivery.

#### **5.2 Delivery Restrictions**

Due to refrigeration requirements, Goods will not be shipped to South Australia or Western Australia on Thursdays or Fridays.

#### **5.3 Standard Delivery**

For orders over \$500.00 (excluding GST), standard delivery by our chosen carrier is charged at a flat rate of **\$130.00 (plus GST)**.

#### **5.4 Urgent Delivery**

Urgent deliveries (outside normal turnaround times) will incur an additional charge (minimum \$175.00 plus GST), to be agreed before dispatch. Request urgent delivery by email to [orders@haemoview.com.au](mailto:orders@haemoview.com.au) and follow up by phone.

#### **5.5 Heavy or Bulky Goods**

Additional freight charges may apply for deliveries over 30kg or bulky items. We will quote these charges before dispatch.

#### **5.6 Risk and Title**

**Risk** in the Goods passes to you upon delivery to the address on your purchase order.

**Title** (ownership) in the Goods remains with Haemoview until you have paid for the Goods in full, including all related charges. Until title passes:

- you hold the Goods as bailee for Haemoview;
- you must store the Goods separately and clearly identified as Haemoview's property;
- we may enter your premises and repossess the Goods without notice if any amount is overdue.

#### **5.7 Acceptance of Goods**

You must inspect Goods on delivery. If you do not notify us within **7 days** of delivery about short shipments, damaged goods, or over-shipments, you are deemed to have accepted the Goods and cannot make further claims.

#### **5.8 Resale Prohibition**

You must not resell, resupply, or distribute any Goods without our prior written consent.

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## **6. RETURNS AND CANCELLATIONS**

### **6.1 Reagents and Consumables**

Reagents, consumables, and cold-chain items **cannot be returned** under any circumstances.

### **6.2 Other Goods**

Equipment, spare parts, and accessories may be returned only if:

- the Goods are unopened and in original, saleable packaging;
- you obtain a **Return Authorization (RA) number** from our customer service team before returning the Goods;
- the return is made within **7 days** of the invoice date; and
- the Goods are returned within **7 days** of the RA number being issued.

### **6.3 Restocking Fee**

Approved returns will incur a **30% restocking fee**, unless the return is due to a Haemoview error.

### **6.4 Return Freight**

You are responsible for all return freight costs unless the return is due to a Haemoview error.

### **6.5 Goods with Expiry Dates**

If you have concerns about the expiry date on delivered Goods, you must notify us within **7 days** of receipt. We will not accept returns of expired Goods or Goods with less than 3 months' remaining shelf life unless previously agreed in writing.

Reagents are shipped with a minimum 60 days' expiry. Occasionally, we receive shorter-expiry stock from manufacturers; we will inform you and seek your approval before dispatch if this occurs.

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## **7. WARRANTY**

### **7.1 Manufacturer's Warranty**

Goods distributed by Haemoview are covered by the manufacturer's warranty. We warrant that Goods are free from defects in materials and workmanship at the time of delivery.

### **7.2 No Other Warranties**

To the maximum extent permitted by law, we exclude all implied warranties, conditions, and representations regarding quality, fitness for purpose, merchantability, or suitability.

### **7.3 Australian Consumer Law**

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law or other applicable law that cannot be lawfully excluded.

### **7.4 Warranty Exclusions**

We are not liable for defects arising from:

- fair wear and tear;
- misuse, neglect, willful damage, or abnormal use;
- failure to follow instructions (oral or written);
- unauthorized alteration, modification, or repair; or
- non-payment by the due date.

## **7.5 Faulty Goods**

If you believe Goods are faulty, isolate the Goods immediately and notify us in writing with full details. Do not return Goods without obtaining an RA number first.

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# **8. LIABILITY AND INDEMNITY**

## **8.1 Limitation of Liability**

To the maximum extent permitted by law, our total liability to you arising from or in connection with these Terms, the Goods, or Services (whether in contract, tort, negligence, statute, or otherwise) is limited to the invoice value of the Goods or Services to which the liability relates.

## **8.2 Exclusion of Consequential Loss**

We exclude all liability for indirect, consequential, special, or exemplary damages, including loss of revenue, loss of profit, loss of data, economic loss, or loss of anticipated savings.

## **8.3 Third-Party Claims**

We are not liable for claims by third parties for injury, death, or property damage arising from your use (or misuse) of the Goods, or from any failure to warn of dangers or instruct on safe use.

## **8.4 Your Obligations**

You must:

- ensure Goods are safely and lawfully received, stored, maintained, and used;
- distribute all safety information to your employees, contractors, and customers who handle or use the Goods; and
- comply with all applicable laws, regulations, and manufacturer instructions.

## **8.5 Indemnity**

You indemnify us against all claims, losses, damages, costs, and expenses arising from:

- your breach of these Terms;
  - your negligent or unlawful use of the Goods; or
  - your failure to comply with safety or regulatory requirements.
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# **9. FORCE MAJEURE**

## **9.1 Excused Performance**

We are not liable for any delay or failure to perform our obligations if caused by events beyond our reasonable control, including:

- acts of God, fire, flood, tempest, explosion, or accident;
- war, terrorism, sabotage, insurrection, or civil disturbance;
- government restrictions, regulations, import/export embargoes, or pandemic measures;
- strikes, lockouts, or industrial disputes (ours or third parties');
- difficulties obtaining raw materials, labor, fuel, parts, or machinery;
- power failure, machinery breakdown, transport delays, or lack of transport;

- cyberattacks; or
- epidemics or pandemics.

### **9.2 Extension of Time**

Delivery dates will be extended by the period of delay caused by force majeure events. If delay continues for more than **6 months**, we may cancel the unfulfilled portion of the order without liability.

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## **10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

### **10.1 Our IP**

All intellectual property rights in the Goods, packaging, documentation, technical information, and marketing materials remain our property (or our licensors' property). You must not copy, modify, reverse-engineer, or use our IP without written consent.

### **10.2 Confidentiality**

You must keep confidential all non-public information disclosed by us (including pricing, technical specifications, and business information) and use it only for the purposes of the order.

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## **11. CREDIT REPORTING AND PRIVACY**

### **11.1 Credit Reporting Authorization**

You authorize us to:

- obtain credit reports and credit information about you from credit reporting agencies and other credit providers under sections 18K(1)(b) and 18L(4) of the *Privacy Act 1988* (Cth); and
- disclose information to credit reporting agencies and other credit providers under section 18N(1)(b) of the *Privacy Act 1988* (Cth) for the purposes of assessing credit applications, notifying defaults, and assessing creditworthiness.

### **11.2 Privacy**

We collect, use, and disclose your personal information in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy (available on our website).

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## **12. GENERAL**

### **12.1 Entire Agreement**

These Terms, together with our written order confirmation and invoice, constitute the entire agreement between you and us regarding the supply of Goods and Services.

### **12.2 Severability**

If any provision of these Terms is invalid, illegal, or unenforceable, it will be severed and the remaining provisions will remain in full force.

### **12.3 Waiver**

Our failure to enforce any provision does not constitute a waiver of that provision or any other provision.

#### **12.4 Assignment**

You may not assign or transfer your rights or obligations under these Terms without our prior written consent.

#### **12.5 Governing Law**

These Terms are governed by the laws of Queensland, Australia. You and we submit to the non-exclusive jurisdiction of the courts of Queensland.

#### **12.6 Notices**

All notices under these Terms must be in writing and sent to the email address or postal address last notified by the receiving party. Notices sent by email are deemed received on the business day of transmission.

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### **13. CUSTOMER ACKNOWLEDGMENT**

By placing an order with Haemoview Diagnostics Pty Ltd, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions of Sale.

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**Haemoview Diagnostics Pty Ltd**

**Effective: 1 April 2026**