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’s 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 $150.00 (Inc GST) handling charge unless any previous arrangement is in place.

1.4 For all invoices exceeding $10,000.00, a 5% deposit is required. An invoice for the deposit will be issued on receipt of the purchase order, with terms of 30 days. An invoice for the remaining balance will be issued at the time of installation, with terms of 30 days. In the event of cancellation, the deposit will be refunded, within 30 days of notice of cancellation, less a $1,000.00 administration fee.

2. PRICING

2.1 All prices are exclusive of GST.
2.2 Haemoview supplies 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 price Invoice 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 11.00am EST 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 and no shipments will be dispatched on 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 retain 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 the cancellation of the order or any part thereof.
3.4 Orders accepted for delivery are subject to the customer’s account being current.
3.5 Haemoview supply all standard deliveries over $100.00 (excl GST) into store by carrier of Haemoview’s choice for a flat fee of $59.00. 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.
3.6 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.
3.7 The Customer is not authorised to resell, resupply or distribute, or to authorise any other person to resell, resupply or distribute, any goods supplied by Haemoview.
3.8 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. Notwithstanding anything in this clause, the 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 to a 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 is not accompanied by a RA number.
   c) The goods are returned in packaging that is damaged, written upon or in otherwise marked and unaltered condition.
   d) The goods are returned in open packages / cartons.
   e) The goods are returned without the RA number.
   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 to ensure that any shipments of only portions of an order, particularly when certain ordered goods are then unavailable. Due to refrigeration requirements goods will not be shipped to SA and WA on Thursdays and Fridays and no shipments will be dispatched on Fridays. Haemoview accepts 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 Calibration 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 before dispatching the goods with shorter expiry dates than these mentioned above.

6. INVOICES

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 shall 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) to Haemoview (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 insolvent 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 $45.00 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

8.1. To the extent permitted by law, Haemoview
8.1.1 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 and services concerning the goods, whether statutory or otherwise and whether imposed at law or equity.
8.1.2 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 or advice or other services concerning the goods, whether statutory or otherwise and whether imposed at law or equity.

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 directly from the manufacturer.
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 authorises Haemoview to obtain from a credit reporting agency a commercial credit report on the customer to the extent required by law, in accordance with s138K(1)(b) of the Privacy Act, 1988 (Cwlth) (“the Act”) and to obtain a report containing information from a person or business which provides information about the commercial creditworthiness of a person in relation to credit provided by Haemoview, in accordance with s138L(4) of the Act.
12.2. The customer further authorises Haemoview in terms of s138N(1)(b) of the Act to disclose information of a report received by it pursuant to this clause to and 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.