

MEDASYST - TERMS & CONDITIONS OF TRADE

These Terms & Conditions apply to all goods and services supplied by Medasyst Pty Ltd ("Supplier") to the Applicant ("Customer").

1. CREDIT APPROVAL

Any credit facility granted by the Supplier is at the Supplier's sole discretion and may be withdrawn, varied or suspended at any time without notice.

2. PAYMENT TERMS

Unless otherwise agreed in writing, payment is strictly due within thirty (30) days from invoice date. The Supplier reserves the right to require payment in advance or COD terms at its discretion.

3. PRICES

All prices are exclusive of GST unless otherwise stated. GST and any applicable delivery charges shall be payable by the Customer in addition to the invoiced amount.

4. DEFAULT & COLLECTION COSTS

If payment is not made by the due date, the Supplier may charge interest on overdue amounts at the rate of 2% per month calculated daily. The Customer shall indemnify the Supplier against all costs incurred in recovering overdue monies, including legal costs on a full indemnity basis and collection agency fees.

5. RETENTION OF TITLE

Ownership of goods supplied shall remain with the Supplier until full payment has been received for all monies owing by the Customer to the Supplier. Until ownership passes, the Customer shall hold the goods as bailee for the Supplier and store them separately and identifiable from other goods.

6. RISK & DELIVERY

Risk in the goods passes to the Customer immediately upon delivery or collection. Delivery dates are estimates only and the Supplier shall not be liable for delays in delivery.

7. CLAIMS & RETURNS

Any claim relating to shortages, defects or incorrect supply must be notified in writing within seven (7) days of delivery. Returned goods will only be accepted with prior written approval from the Supplier.

8. WARRANTIES & LIABILITY

To the extent permitted by law, all warranties other than those implied under the Australian Consumer Law are excluded. The Supplier's liability is limited, at its option, to replacement of goods, repair, resupply of services or refund of the purchase price.

9. SUSPENSION OF SUPPLY

The Supplier may suspend or cease supply where the Customer is overdue in payment or otherwise breaches these Terms & Conditions.

10. PPSA

The Customer acknowledges that these Terms constitute a Security Agreement for the purposes of the Personal Property Securities Act 2009 (Cth). The Customer consents to the Supplier registering a security interest on the Personal Property Securities Register in relation to goods supplied.

11. PRIVACY & CREDIT INFORMATION

The Customer authorises the Supplier to obtain and exchange credit and financial information with credit reporting agencies, banks, trade references and other credit providers for the purpose of assessing and administering credit facilities.

12. ELECTRONIC COMMUNICATIONS

Orders, approvals and communications transmitted electronically shall be deemed valid and binding communications by the Customer.

13. GOVERNING LAW

These Terms & Conditions shall be governed by and construed in accordance with the laws of Victoria, Australia, and the parties submit to the jurisdiction of the Courts of Victoria.

14. ENTIRE AGREEMENT

These Terms & Conditions constitute the entire agreement between the parties and supersede all prior discussions or representations.

CUSTOMER ACKNOWLEDGEMENT

Upon applying for credit, the Applicant acknowledges having read and understood these Terms & Conditions and agrees to be bound by them.