

CoreMed Pty Ltd – Terms and Conditions of Sale

1. Agreement

- 1.1 This agreement is made between CoreMed Pty Ltd and the person or organisation ordering the products named on the Purchase Order/Product Order Form (Customer).
- 1.2 By ordering the products (Products) identified on the Purchase Order/Product Order Form (PO), the Customer agrees to these terms and conditions (Terms and Conditions). The PO and the Terms and Conditions together form the terms of this agreement (Agreement) between CoreMed Pty Ltd and Customer.

2. Orders

- 2.1 All orders of Products must be supported with a valid PO. Orders must be emailed or faxed. No verbal orders will be accepted. All changes on Customer's PO must be sent in writing by an authorised Purchasing Officer of the Customer.
- 2.2 The Customer must ensure that all POs contain the following information: Customer name, invoice/delivery address, ph & fax number, ABN of the Customer, Name of Contact, purchase order number, product code, description, price, quantity required.
- 2.3 CoreMed Pty Ltd reserves the right to make design changes to Products at any time prior to delivery without notice to the Customer and without incurring any obligation to incorporate those changes into Products previously purchased by or supplied to the Customer; and to make changes from time to time in the contents of any publication, instruction manual or package insert which accompanies the Products without any obligation to notify Customers of such revisions or changes.

3. Prices and Taxes

- 3.1 Products and services will be invoiced at prices in effect as of the date of shipment (invoice date). CoreMed Pty Ltd may increase the price of the Products prior to the date of shipment by notice to the Customer. Prices are not necessarily valid for other current and future sales. Any and all invoice errors must be disputed within 15 days of invoice date. Prices are exclusive of all customs duties and tariffs and all national, state, and local taxes, fees or charges now in force or enacted in the future (including GST). Any such tax, fee or charge, duty or similar charges imposed by any governmental authority on the transaction between CoreMed Pty Ltd and Customer will be paid by Customer in addition to the prices quoted or invoiced. If CoreMed Pty Ltd is required to pay any tax, fee or charge at the time of sale or thereafter, the Customer will reimburse CoreMed Pty Ltd thereof.
- 3.2 The Customer must also reimburse CoreMed Pty Ltd for relevant freight, insurance, import/export duties, shipping expenses and special or export packaging (if applicable).
- 3.3 All consideration provided under these Terms and Conditions is exclusive of GST, unless it is expressed to be GST inclusive.
- 3.4 Where a party (Supplier) makes a taxable supply to another party (Recipient) under or in connection with these Terms and Conditions, the Recipient must pay to the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for that taxable supply is expressed to include GST). The additional amount must be paid by the Recipient at the later of the following: (a) the date when any consideration for the taxable supply is first paid or provided; and the date when the Supplier issues a tax invoice to the Recipient. Terms used in this clause have the meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth).

4. Delivery

- 4.1 All Products, where available, are dispatched within 2 working days, with the exception of Products that must be transported in a refrigerated state, which are dispatched on the next working day unless specifically agreed otherwise.
- 4.2 CoreMed Pty Ltd shall ensure that:
- 4.2.1 the Products are suitably packed for surface or air shipment (method of transport at the Customer's discretion).
- 4.2.2 the Products are shipped using a carrier selected by CoreMed Pty Ltd.
- 4.3 Terms of Delivery are DDU in accordance with INCOTERMS 2000 (or later edition). CoreMed Pty Ltd shall be entitled, at its sole discretion, to decide whether to invoice the Purchaser for freight, insurance, import/export duties, shipping expenses and special or export packaging (if applicable) charges. The purchaser shall bear all applicable taxes, duties and similar charges that may be assessed against the products at the shipping destination. Title and risk of loss will pass to Purchaser upon delivery to the Purchaser's specified shipping address. Any exception to these terms must be in writing and accepted by CoreMed Pty Ltd. Purchaser's desire and acceptance to implement changes to the Terms of Delivery shall be stated in the purchase order. CoreMed Pty Ltd's acceptance to any changes to the Terms of Delivery shall be through the written Purchase Order acknowledgement.
- 4.4 Supply of Products depends on availability. Products remain on backorder until Products are available.
- 4.5 A freight fee will be applied on each invoice.
- 4.6 Freight charges for same day delivery or direct service in metropolitan areas of NSW are calculated using CoreMed Pty Ltd's carriers and are estimates only.
- 4.7 CoreMed Pty Ltd shall use commercially reasonable efforts to deliver all Products ordered by the Customer as soon as reasonably practicable. In the event of interruption of any such delivery due to causes beyond the reasonable control of CoreMed Pty Ltd, including but not limited to fire, labour disturbances, riots, terrorism, flood, accidents, inability to obtain necessary materials or components, CoreMed Pty Ltd shall have the right, in its sole discretion and upon oral or written notice to Customer, to delay or terminate such delivery. Upon receipt of such notice, the Customer shall have the option to change or terminate such orders. CoreMed Pty Ltd is not liable for any damage or loss to the Customer resulting from any delay in delivery.

5. Shipment Discrepancies

- 5.1 Any shipment discrepancy must be reported by the Customer to CoreMed Pty Ltd Customer Sales Support within ten (10) working days of receipt.

6. Right to return

- 6.1 The Customer has no right to return non-defective Products unless approved by CoreMed Pty Ltd in writing. Provided the Customer has received a Return Material Authorization (RMA) number from CoreMed Pty Ltd, that CoreMed Pty Ltd has issued prior written approval for the return, the Customer must return the Products to CoreMed Pty Ltd within thirty (30) days from the Invoice Date.
- 6.2 If the return of a Product fulfills the above requirements the invoiced price of the Product is refunded. Nevertheless, in the case of Products returned for exchange after more than thirty (30) days, a stock refurbishment fee of 20% on CoreMed list price of the Product is charged.
- 6.3 Prior approval is obtained by contacting CoreMed Pty Ltd Customer Sales Support for an RMA number. If no prior approval has been obtained, the Product may be rejected and/or returned to the Customer at the Customer's expense. The RMA number must be stated on the outside of returned packages. Returned Products must arrive within 7 days of the issue of an RMA number.
- 6.4 Products adapted for the Customer or Products which have passed their expiry date may not be returned by the Customer.

7. Loss, theft or damage

- 7.1 Title and risk in the Product passes to the Customer when it is delivered to the shipping address nominated by the Customer and received by the Customer.

8. Repair Policy

- 8.1 All Products returned for repairs under the CoreMed Pty Ltd warranty require an RMA number from CoreMed Pty Ltd Customer Sales Support prior to returning.

9. Replacement and repair

- 9.1 After CoreMed Pty Ltd has been notified of a fault in a Product in accordance with clause 6, the Customer will receive an RMA number from CoreMed Pty Ltd Customer Sales Support and can then return the Product to CoreMed Pty Ltd. Each Product returned in accordance with clause 6, must have an RMA number from CoreMed Pty Ltd Customer Sales Support before the Product is returned. The RMA number must be stated on the outside of returned packages.

- 9.2 If an investigation carried out by CoreMed Pty Ltd reveals that the fault falls under CoreMed Pty Ltd's responsibility, CoreMed Pty Ltd will replace or repair the Product, as it sees fit. CoreMed Pty Ltd will also compensate the Customer for any reasonable costs the Customer incurred in connection with the return delivery. Subject to clause 14, no other sanctions or claims for loss or costs against CoreMed Pty Ltd may be claimed.

- 9.3 Products which are marked for a single use do not give any entitlement to repairs

10. Terms of Payment

- 10.1 The Customer must pay for the Products within net 30 days from the invoice date the price as invoiced by CoreMed Pty Ltd. Payment shall be made to CoreMed Pty Ltd at the address on the enclosed invoice or such other address as CoreMed Pty Ltd may specify. All payments are to be made in Australian dollars. Invoices not paid when due could result to account being on credit hold.

- 10.2 CoreMed Pty Ltd may charge the Customer interest on amounts not paid on time. The interest will be 8% and calculated daily and capitalised monthly.

11. Proprietary Rights

- 11.1 CoreMed Pty Ltd grants or shall procure the grant to the Customer a perpetual non-exclusive licence to use the Product in accordance with these Terms and Conditions for the sole purpose of enabling the use of the Product in the Customer's hospital business.

- 11.2 All intellectual property rights in the Product remain the property of CoreMed Pty Ltd or the relevant third party licensor and the Customer acknowledges that nothing in these Terms and Conditions confers or gives rise to any rights in, to or ownership of intellectual property rights on or in favour of the Customer.

- 11.3 The Customer acknowledges that: (a) it is purchasing the Product in which software may be embedded, pre-installed or which will be subsequently provided but that it is not purchasing any of the Product software or any other embedded or pre-loaded software itself or any copy of it; and (b) it does not acquire any right, title or interest in the Product software (or other embedded or pre-installed software) other than those limited rights expressly set out in these Terms and Conditions.

- 11.4 To the fullest extent permitted by law, the Customer must not do any act or permit any act to be done which infringes the rights of CoreMed Pty Ltd or its suppliers in the Product, the Product software (including copying, reproducing, translating, adapting, varying, reverse engineering, decompiling, disassembling or modifying the Product or the Product Software).

12. Health and Safety

- 12.1 The Customer will take any steps specified by CoreMed Pty Ltd from time to time to ensure that the Products will be safe and without risks to health at all times when they are being stored, used, cleaned or maintained by any person at work, or when they are being dismantled or disposed of.

13. Warranty and Liability

- 13.1 CoreMed Pty Ltd warrants that, at the time of the delivery the relevant products (i) meet their published specifications, (ii) are free from defects with regard to materials and workmanship. No further warranties are given.

- 13.2 The Customer must notify CoreMed Pty Ltd of any fault in the Product within seven (7) days from when the Customer discovered or should have discovered the fault. Should the Customer fail to comply with this condition, it loses the right to cite the fault for any purpose.

- 13.3 The warranty does not cover and CoreMed Pty Ltd shall not be responsible or liable for repair to the Products arising from:

- 13.3.1 Products and spare parts which have been modified or altered in any way whatsoever or by any party other than CoreMed Pty Ltd;

- 13.3.2 defects caused (i) by the user or by operation in an application or environment other than the application or environment intended or recommended by CoreMed Pty Ltd; (ii) by servicing carried out by anyone other than service personnel employed by CoreMed Pty Ltd or personnel approved in writing by CoreMed Pty Ltd; or (iii) by accident, negligence, incorrect use, abnormal electrical load or any other reason involving abnormal use;

- 13.3.3 Products and spare parts which have been damaged through being used with accessories or attachments other than those approved by CoreMed Pty Ltd;

- 13.3.4 Products and spare parts which have been subject to servicing, renovation, adaptation or restoration by a service establishment not approved by CoreMed Pty Ltd for the performance of such servicing, renovation, adaptation or restoration;

- 13.3.5 any intentional acts or negligence of the Customer's employees, agents, or visitors;

- 13.3.6 the Customer's failure to operate the Products in accordance with CoreMed Pty Ltd's specifications, including power and environmental requirements;

- 13.3.7 use of special attachments or devices with the Products which are not approved by CoreMed Pty Ltd;

- 13.3.8 misuse of the Products including, without limitation, use of the Products for any application or function for which it was not designed;

- 13.3.9 damage due to disruption of power caused by blackouts, power outages, switchovers to emergency power, storms, electrical equipment malfunction or any other cause not controllable by CoreMed Pty Ltd;

- 13.3.10 alteration of the Products without the prior consent of CoreMed Pty Ltd;

- 13.3.11 operator error in the Products operation; or
- 13.3.12 damage to the Products resulting from transportation by the Customer or causes within the reasonable control of the Customer.

- 14.4 If a Product has been serviced or repaired by a service establishment not approved by CoreMed Pty Ltd, the warranty on that Product will be cancelled.

- 14.5 Except as provided in this section and to the maximum extent allowed by law, CoreMed Pty Ltd has made no representation or warranty, express or implied, with respect to the suitability or durability of the products, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Except as provided in this section and to the maximum extent allowed by law, CoreMed Pty Ltd extends no warranties on parts supplied or services performed under this agreement, expressed or implied, and CoreMed Pty Ltd shall in no event

- 14.7 Have any obligation or liability to the customer or any other person for liability, loss, damage, or injury to person or property, loss of profits, loss of use or incidental, special or consequential damages, whether based on contract, tort (including negligence), strict liability or any other theory or form of action arising out of this agreement, or any failure or delay in connection with any of the foregoing.

- 14.8 Notwithstanding any other provision in this agreement, to the maximum extent allowed by law, in no event shall the total cumulative liability of CoreMed Pty Ltd, arising out of this agreement exceed the sum of the amounts paid and owing CoreMed Pty Ltd under this agreement.

- 14.9 All other conditions and warranties of any type in relation to the goods and services supplied in relation to this Agreement are

excluded to the maximum extent allowed by law. The liability of CoreMed Pty Ltd for a breach of any condition or warranty implied by law is limited to any one or more of the following, at the option of CoreMed Pty Ltd:

- 14.9.1 in the case of a breach relating to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; and (iv) the payment of the cost of having the goods repaired.

- 14.9.2 In the case of services: the resupply of the services; or the payment of the cost of having the services resupplied.

- 14.10 CoreMed Pty Ltd shall not be responsible for damage caused by accident resulting from the Customer's use of the Products.

- 14.11 The Customer will defend, indemnify and hold harmless CoreMed Pty Ltd, and its officers, directors, employees and agent, from and against any and all liabilities, losses, damages, claims, actions or suits, and expenses connected therewith (including reasonable legal fees) arising out of (i) the Customer's failure to use, or the failure of any employees or agent of the Customer to use, the Products except as specified in the published specifications; or (ii) the negligence or willful acts or omissions of the Customer, or its employees, agents, or authorized representatives; (iii) any failure, negligence or omission to comply with any conditions pertaining to the Products as provided by CoreMed Pty Ltd with the Products.

- 14.12 This clause 14 shall survive the termination of this agreement.

15. Default and Change in Customer's Financial Condition

- 15.1 Any one or more of the following events is a default (Default):
- 15.1.1 The Customer fails to pay to CoreMed Pty Ltd the price for the Product within the terms stated on the Invoice rendered by CoreMed Pty Ltd;

- 15.1.2 the Customer breaches any of its obligations under these Terms and Conditions and fails to remedy the breach within twenty eight (28) working days of written notice being given by CoreMed Pty Ltd requiring that the breach be remedied or such longer period as agreed.

- 15.2 Upon the occurrence of any one or more events of Default, CoreMed Pty Ltd will have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously or serially, and in any order: (a) to terminate this Agreement (including the licence granted under clause 12); (b) with or without notice, demand or legal process, to retake possession of any or all of the Products (and the Customer authorizes and empowers CoreMed Pty Ltd to enter upon the premises during reasonable business hours wherever the equipment may be found) and peaceably retake such equipment; (c) suspend any other delivery to the Customer; or (d) to pursue any other remedy permitted at law or in equity. CoreMed Pty Ltd is not liable for any loss, damage or liability suffered. CoreMed Pty Ltd is entitled to keep or sell the repossessed Products.

- 15.3 CoreMed Pty Ltd reserves the right to cancel an order or require full or partial payment if (1) Solvency of the Customer is in question, (2) the Customer files for bankruptcy or an application has been made for the winding up of the Customer, (3) there is an appointment of trustee or receiver for the Customer, (4) execution of the Customer by creditors, or (5) the Customer's previous purchases are past due. CoreMed Pty Ltd also reserves the right to cancel the Customer's credit at any time.

- 15.4 The termination of this Agreement by CoreMed Pty Ltd pursuant to this clause 15 shall not affect rights which have accrued prior to the date of termination.

16. Miscellaneous

Assignments and transfers

- 16.1 The Customer must not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of CoreMed Pty Ltd

Entire agreement

- 16.2 This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party.

Governing law and jurisdiction

- 16.3 This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Severability

- 16.4 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 16.5 No variation of this Agreement will be of any force or effect unless it is in writing and signed by CoreMed Pty Ltd. If the Customer wishes to implement changes to these Terms and Conditions, they must be stated in the Purchase Order. Only changes to these Terms and Conditions which are accepted by CoreMed Pty Ltd in writing will be incorporated into this Agreement.

Waivers

- 16.6 A waiver of any right, power or remedy under this Agreement must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.

- 16.7 The fact that a party fails to do or delays in doing, something the party is entitled to do under this Agreement does not amount to a waiver.