



Terms and Conditions of Sale

JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia PTY LTD
ABN 81 129 452 768

JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia offers to sell goods on the following terms and conditions ('Conditions')

1. INTERPRETATION

In these Conditions:

- (a) 'Purchaser' means the purchaser of the Goods.
- (b) 'Goods' means any goods supplied by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia.

Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act, 1974) and which by law cannot be excluded, restricted or modified.

2. GENERAL

2.1 The Goods and all other products and services sold and/or provided by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia are sold on these Conditions.

2.2 These Conditions (which may only be waived or amended in writing signed by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia) shall to the extent of any inconsistency prevail over all and any conditions of the Purchaser's order.

3. QUOTATIONS

Unless previously withdrawn, a quotation from JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia is open for acceptance within the period stated on the quotation or, where no period is stated, within 30 days only after the date shown on the quotation. A quotation does not constitute an offer to sell and/or provide Goods but is an invitation to treat only. JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia reserves the right to refuse any order based on its quotation within 7 days after the receipt of a Purchaser's order. A contract shall be formed between JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia and a Purchaser on the acceptance by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia of a Purchaser's order and not otherwise.

4. PRICES

4.1 All prices quoted are exclusive of all taxes, insurance and transport which shall be the sole responsibility of the Purchaser, unless otherwise agreed in writing.

4.2 Prices for Goods will be charged at:

- (a) the price stated by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia on a non-expired quotation; or
- (b) where there are no quotations, the pricing ruling at the date of dispatch.

5. DELIVERY

5.1 The Goods shall be deemed to be delivered to the Purchaser at the time the Goods arrive at the Purchaser's premises. JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia may arrange for transport of the Goods to a destination nominated by the Purchaser and the cost of such transport shall be added to the price of those Goods if so stated by invoice notation.

5.2 Goods are at the Purchaser's risk from time of delivery. The Purchaser shall be responsible for arranging any insurance over the Goods after delivery.

5.3 JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia shall not be liable for any loss occasioned by delay in delivery of and/or the procuring of Goods, whether consequential or otherwise.

5.4 Any disputes as to the Proof of Delivery shall be made within 7 days of delivery.

6. PAYMENT

JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia' terms of payment are 30 days from the date of the relevant invoice, unless otherwise stated on such invoice. JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia reserves the right to require payment with order or satisfactory evidence of the ability of the Purchaser to pay for the Goods ordered by the Purchaser. Interest at 5% p.a. is payable on amounts which are more than 30 days overdue.

7. TRANSFER OF PROPERTY

Property in Goods

(a) Property in the Goods remains with JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia until all monies owing to JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia on any account have been paid or title is property vested in some other person by operation of law.

(b) Until property in the Goods passes, the Purchaser shall keep them free from any charge, lien or other encumbrance.

(c) Until Property in the Goods passes, the Purchaser shall:

- (i) hold them on a fiduciary basis as bailee for JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia;
- (ii) keep them separate from all other goods in its possession and marked in such a way that they are clearly identified as the property of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia;
- (iii) upon request deliver up such of them (as have not ceased to be in existence or resold) to JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia; and
- (iv) not intermingle any sums it receives from any sale made by it or on its behalf of the Goods and shall hold such sums as trustee on behalf of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia and account fully to JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia for such sums promptly as and when required by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia.

8. WARRANTIES

8.1 JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia warrants all Goods sold by it against defects of materials and workmanship in accordance with any relevant manufacturer's warranty for those Goods. Whether any such defect is caused by such faulty workmanship or materials shall be decided solely by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia.

8.2 Subject to clause 8.1 this warranty is the only warranty given by JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia in relation to Goods and any statutory or other warranty express or implied as to the state, quality or fitness of Goods is hereby expressly excluded and negated to the full extent permitted by law. No agent or employee of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia is empowered to vary this warranty in any manner whatsoever.

9. EXCLUSION OF LIABILITY

9.1 JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia' liability for breach of a condition or warranty implied by operation of the Trade Practices Act.1974 is hereby limited to:

- (a) in the case of Goods, any one the following:
 - (i) the replacement of Goods or the supply of equivalent goods;
 - (ii) the repair of Goods;
 - (iii) the payment of the cost of replacing Goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired;
- (b) in the case of services
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

9.2 Except as otherwise herein provided, all liability arising from any conditions and/or warranties express, implied or statutory including indirect or consequential losses of any sort and however occasioned are to the extent allowed by law hereby expressly excluded. Nor shall JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia be liable for delays or prevention in its performance due to causes arising from circumstances beyond its reasonable control, PROVIDED ALWAYS that nothing in this clause or elsewhere in these Conditions shall adversely affect the rights of the Purchaser under relevant legislation.

10. CANCELLATION OF ORDERS

No order shall be cancelled or deferred without the prior written consent of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia.

11. RE-STOCKING CHARGE

Goods may only be returned with the approval of and at the sole discretion of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia. Goods so returned will be subject to a re-stocking charge of 10% of their invoiced value.

12. GOVERNING LAW

These Conditions are governed by and shall be construed in accordance with the laws of Queensland.

13. SEVERANCE

If any of these Conditions are held by a Court of competent jurisdiction to be invalid or otherwise unenforceable, that provision may be, at the sole discretion of JB Medical Supplies Pty Ltd Trading as Clinical Innovations Australia, severed from the Conditions and the remainder of these Conditions will continue to be effective and valid notwithstanding such severance.

14. TERMS OF RETURN

Application for return of goods must be made within fourteen (14) days from the receipt of Goods.