

# InMed Healthcare Pty Ltd

## Terms and Conditions of Sale



These Terms and Conditions of Sale supersede all prior Terms and Conditions that may have been issued by InMed Healthcare Pty Ltd hereinafter referred to as InMed Healthcare.

**1. General** All tenders and quotations are submitted by InMed Healthcare and all orders are accepted by InMed Healthcare solely on and subject to the following Terms and Conditions of Sale. These Terms and Conditions of Sale shall be deemed to be incorporated in any Contract or Agreement of Sale between InMed Healthcare and the Customer to the exclusion of all other Terms and Conditions except in such circumstances as are specifically accepted by InMed Healthcare in writing.

**2. Limits of Contracts** Tenders and quotations submitted and orders accepted only include such goods or accessories ("the Goods") and additional services ("the Services") as are specified therein. Any variation must be made in writing between InMed Healthcare and the Customer.

**3. Literature and Suitability of Goods and Services** Advertising and other literature provided by InMed Healthcare contains general information only and this information will not form part of any contract or agreement between InMed Healthcare and the Customer.

The Customer is solely responsible for determining the suitability of the Goods for the purpose for which they are intended for use by the Customer and expressly acknowledges that InMed Healthcare is not aware of that purpose and that the Customer has not relied on InMed Healthcare's advice.

**4. Price** Unless otherwise confirmed in writing by InMed Healthcare, all prices quoted and acknowledged are in Australian dollars ("SA") and are net ex works Sydney. Prices confirmed by InMed Healthcare's order confirmation will remain fixed, whenever possible, up to the delivery date agreed and specified on the order confirmation.

Prices are based on the exchange rate of the day and will be subject to any upward exchange rate variations greater than 5%.

**5. Taxes and Government Charges** All prices quoted and acknowledged by InMed Healthcare exclude any local or international taxes or government charges that may be applicable except if specifically stated on the quotation. InMed Healthcare may add these taxes or charges to prices including without limitation any goods or services tax or other similar tax.

**6. Order Transmission** For all goods over \$1,000.00 Ex GST, InMed Healthcare will only accept written orders or confirmatory notification with a signed copy of these Terms and Conditions, when emailed to any InMed Healthcare email address, including but not limited to [sales@inmed.com.au](mailto:sales@inmed.com.au). Order transmission can include signing of InMed Healthcare's quotation form. Orders under \$1,000 Ex GST can be accepted in writing or via verbal order. Verbal orders will still be subject to these same Terms and Conditions. Order transmission can include signing of InMed Healthcare's quotation form.

**7. Order Confirmation** For all written orders, InMed Healthcare will confirm, in writing, details of the Goods and Services to be supplied, price, payment terms, expected delivery times and any further specific conditions if any.

**8. Cancellation of Orders** To the extent permitted by law, an order or part of an order may not be cancelled and Goods may not be returned to InMed Healthcare for credit, unless previously agreed to in writing by InMed Healthcare. Any order cancellations will be subject to a minimum restocking fee of 20% of the order value, or forfeiture of any deposit monies paid, whichever is greater. In addition, when cancellation is agreed to InMed Healthcare reserves the right to claim for indemnities for loss and damage. InMed Healthcare will not accept cancellation or return of any specially ordered products, non-stock products or any manufactured products manufactured.

**9. Payment Terms** In no event shall defects or short supply be grounds for the suspension or delay of any payment due to InMed Healthcare as detailed in the order confirmation. Payments terms are 14 days for all equipment unless stated in the quotation. All payments falling overdue will incur a 5% administration fee of entire order value, in addition to a 24% per annum late fee (2% per month). Additionally should legal action or further debt collection be required, then the customer agrees that such costs will be added to the invoice total. Failure to pay any portion of any invoice or late fees will render all warranties or service contracts null and void.

Additionally all invoices which fall overdue will automatically be subject to an upward exchange rate variations for the imported component of their order.

**10. Credit Card Payment** Will attract a surcharge to recover costs of card providers. We only accept Visa and MasterCard. Surcharges are: Non Australian Cards 2.78%, Standard non reward Visa/MasterCard 0.8%, Premium Reward Cards 1.5%, Premium Plus and Corporate Cards 2.2%, Debit Cards 0.5%, and Platinum Debit 1.32%. These fees are those charged by the banks for payment.

**11. Delivery** The delivery times communicated to the Customer are estimates only and InMed Healthcare shall not be liable for any loss, damage or delay suffered by the Customer or its customers arising from or connected to late or non-supply of the Goods or Services.

**12. Freight Costs** Unless otherwise agreed in writing, all costs related to packing, shipment and delivery of any Goods will be to the Customer's account and not included in the quoted price.

**13. Passing of Risk** In Goods supplied under these Terms and Conditions of Sale passes to the customer immediately upon delivery to the Customer, delivery is deemed to be effected once delivered to the nominated address (Inclusive of loading docks), a signature is not necessary for proof.

**14. Loss or Damage in Transit** In the event that the Goods are lost or damaged in transit the Customer must notify InMed Healthcare in writing immediately the loss or damage is discovered. The Customer shall render to InMed Healthcare such assistance as may be necessary to press claims on carriers. Any damage must be notified within 48 hours of receipt.

**15. Inspection** The Customer shall inspect the Goods immediately upon delivery and shall give notice in writing within 7 days of delivery to InMed Healthcare of any deliveries which are not in accordance with these terms.

#### 16. Retention of Title

(a) Title in the Goods delivered under a particular order shall not pass to the Customer until receipt and acceptance of payment by InMed Healthcare for the Goods and until all other amounts owing to InMed Healthcare in respect of the Goods are paid in full. InMed Healthcare reserves the right to enter Customer's premises (or the premises of any associated company or agent where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods for the purposes of keeping or reselling those Goods until all accounts in respect of those Goods have been fully paid.

(b) The Customer shall not sell or agree to sell Goods delivered until payment in full has been made to InMed Healthcare. In the event that the Customer does sell those Goods, the proceeds of the sale are hereby acknowledged by the Customer to be assets of InMed Healthcare and the Customer will hold the proceeds of the sale in a separate bank account upon trust for the benefit of InMed Healthcare.

(c) Notwithstanding any other arrangement between InMed Healthcare and the Customer, InMed Healthcare may sue the Customer for the value of the Goods supplied as a liquidated debt at any time after delivery of the Goods and the expiry of the 30 day credit period.

#### 17. Installation, Training and Other Services

Unless otherwise agreed in writing and included in the order confirmation, unpacking, disposal of packaging and installation is to be accomplished by the Customer. If required, InMed Healthcare will provide installation, training and/or other services on a chargeable basis. If these services are required they should be identified at the time of order placement and InMed Healthcare will include related charges in the order confirmation.

#### 18. Express Warranty

(a) The "Express Warranty" means the warranty given by InMed Healthcare under the terms of this clause 16.

(b) Subject to the receipt of the payment in full, for a period of 12 months from the date of delivery of any NEW Goods, InMed Healthcare warrants that the Goods are free from defects in workmanship and materials. InMed Healthcare's sole obligation under this clause is to, in its sole discretion, repair or replace the Goods or any component of the Goods that InMed Healthcare determines was defective at the time of delivery. Additional warranties must be stated on the signed quote if they are greater than 12 months.

(c) InMed Healthcare accepts no liability for damage to or defects in the Goods arising from the improper use, improper handling, and lack of maintenance or by any unauthorised modifications, by the Customer.

(d) The Customer must give notice in writing to InMed Healthcare of any defects in workmanship and materials as soon as it becomes aware of the defect and InMed Healthcare will, at its sole discretion, immediately confirm whether remedial action will be taken.

(e) The Express Warranty will only cover the free of charge replacement or repair and ex works delivery of defective part(s) unless specifically stated in the quotation.

(f) The Express Warranty does not imply any liability on InMed Healthcare for any damage, injury or loss of any kind whatsoever to any property or persons caused from or in connection with the installation or use of the product(s) supplied.

(g) Second hand goods do not come with any warranty unless specifically stated in the quotation.

**19. Service and Repair** Unless otherwise agreed in writing, repair facilities or parts in respect of the Goods will be available only in accordance with the terms of the Express Warranty.

**20. Return of Goods** The return of Goods for either Express Warranty claims, repair, general service or for any other reason ("the Return of Goods") will be at the Customers Risk. InMed Healthcare is not liable for damage or loss in transit of Goods being returned. The Customer must pack Return Goods adequately and cover all necessary insurance.

#### 21. Limitation of Liability

(a) To the extent permitted by law, the Express Warranty is in substitution for all other terms, conditions, warranties and representations, express or implied, by statute or otherwise, as to the description, merchantable policy or fitness for purpose of the Goods or Services which terms, conditions, warranties and representations are hereby excluded.

(b) Certain legislation, including the Trade Practices Act 1974, as amended or replaced, may imply warranties or conditions or impose obligations upon InMed Healthcare which cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions of Sale must be read subject to any such statutory provisions. If such statutory provisions apply, to the extent to which InMed Healthcare is entitled to do so, its liability will be limited at its option to:

- (i) Replacing the Goods;
- (ii) Supply of equivalent Goods;
- (iii) Payment to the Customer of the cost of replacing the Goods;
- (iv) Payment to the Customer the cost of having the Goods repaired;
- (v) The repair of the Goods;
- (vi) Resupply of the Services; or
- (vii) Payment to the Customer of the cost of having the Services resupplied.

(c) To the extent permitted by law, and subject only to any express exceptions contained in these Terms and Conditions of Sale, InMed Healthcare will under no circumstances be liable to the Customer for any loss, damage, expense, injury or death sustained or incurred by the Customer or any other party resulting from directly or indirectly, the supply, performance, handling, installation or use of any Goods or the supply of any Services or out of any breach by InMed Healthcare under any contract incorporating these Terms and Conditions of Sale or out of the negligence of InMed Healthcare.

**22. Breach of Conditions of Sale** If at any time the Customer breaches the Terms and Conditions of Sale, InMed Healthcare is entitled to cancel all previously accepted orders from the Customer without liability and without prejudice to any remedies or right to damages resulting from the Customer's failure to perform the contract.

#### 23. Governing Law and Submission to Jurisdiction

The Terms and Conditions of Sale are governed by the laws of the State of New South Wales and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

#### IMPORTANT INFORMATION - PLEASE READ AND SIGN

I have read and agree to InMed's Healthcare Terms and Conditions of Sale.

CUSTOMER SIGNATURE

Date

# InMed Healthcare Pty Ltd

## Terms and Conditions of Installations, Repairs and Construction



These Terms and Conditions of Construction and Repair supersede all prior Terms and Conditions that may have been issued by InMed Healthcare Pty Ltd hereinafter referred to as InMed Healthcare. The Terms and Conditions of Construction and Repair are in addition to the Terms and Conditions of Sale.

### Exclusions

- Any penetrations, cutting, patching and making good for sub-trades
- Making good to existing surfaces other than noted in this quotation
- Any Alterations to existing building services, i.e.: air conditioning, electrical, fire protection
- Any work outside normal working hours
- Any allowance for caretaker attendance fees
- Any special site allowance, redundancy payments, workers compensation top up insurance, appertaining to this project
- Any removal of products containing asbestos or for costs associated with such removal

**Commencement** Our company policy is that we comply with various councils and local authorities and therefore require notification of plan submission and approval by the council.

**Access** The above quotation is subject to clear and unrestricted access for the hoisting of men and materials.

**Rise and Fall** This quotation is firm if accepted within 30 days, and is subject to review if accepted after this period. Cost variations due to raw material prices will affect final pricing on construction jobs, a progress payment will be required to secure pricing of fluctuating commodities.

**Alterations** InMed Healthcare reserves the right to refuse any alterations to the project after the quotation is accepted. Any alterations requested by the customer are at the customer's cost. A change in the scope of works does not constitute a new project, only an alteration to the existing one, as such a standard 20% cancellation fee will be charged for projects that do not proceed after ordering.

**Payments** Progress claims will be due within 14 days from submission of claim.

**Retentions** This quotation is subject to NIL Retentions being withheld. Installation is not included in the quotation unless specifically stated. No responsibility can be accepted. Delivery covers delivery only and not unpacking.

**Service** This document sets out the Terms and Conditions which shall apply to the provision of all repair and refurbishment services undertaken by InMed Healthcare Pty Ltd. (in this document referred to as "us", "we" or "our", as appropriate) to customers (in this document referred to as "you" or "your").

**1. General** A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

### 2. Pricing

- (a) Pricing shall be quoted in writing or as otherwise agreed between us and you before work commences. If the price of the work may exceed that shown quotation then we will contact you for authority to proceed at the higher price level and your or your company's employee's verbal acceptance shall be sufficient to form a contract at the higher price.
- (b) Fixed price repairs are not always possible due to secondary problems that can surface after rectification of original faults.
- (c) The cost of packaging, delivery, insurance and GST is not included in the repair price and will be added to quoted prices. We will endeavour to aggregate items together for return, thereby minimising carriage charges.
- (d) Items which have not been repaired or which have been repaired under warranty (see clause 4 below) will be returned to you free of all parts and labour charges.
- (e) If it is decided that a repair will not be proceeded with either by InMed Healthcare or by the customer then all expenses incurred to date will be payable by the customer including but limited to all freight, travel and labour.

### 3. Ownership of Replacement Parts

- (a) All parts used in the repair process remain the property of InMed Healthcare until all invoices relating to the repair are paid in full.
- (b) We retain the right to enter premises and reclaim any parts with funds outstanding on them. The cost of such reclamation will be payable by the customer in addition to any outstanding amount for out of pocket expenses and labour charges associated with the original repair work undertaken.
- (c) A credit for any reclaimed parts will be issued to the customer less 50% of the parts, if an amount greater than this has already been paid by the customer, the 50% plus any of the aforementioned costs will be deducted and the remainder refunded.

### 4. Payment Terms

- (a) Non-credit account customers are required to pay in advance via bankers draft, credit card, credit transfer or telegraphic transfer.
- (b) Credit account customers may pay by any of the above methods, including cheques to the full invoiced amount. Credit payment terms are strictly 14 days net without any set-off from date of invoice unless we agree otherwise in writing. A late payment charge of 5% per calendar month will be payable on all late payments.
- (c) You shall notify us of any invoice or delivery note discrepancy within 7 days of receipt to enable corrective action to be taken as soon as practicable.
- (d) If payment is not made within the period provided in paragraph 4(b) then we may refuse future repairs until such time as the account has been settled. If the account has not been settled within 90 days then we reserve the right without further reference to you to sell any items retained under this paragraph in full or part (as the case may be) payment of all sums owing to us and if any balance remains following any such sale then we will pay this to you, exercise our right to reclaim parts as per clause 3(b) or alternatively legal action may be commenced to recover all outstanding monies.

### 5. Warranty

- (a) If any item which has been repaired or refurbished by us fails within 90 days (or such other period as we may specify in writing prior to undertaking the required work) due to faulty workmanship by us or faulty materials provided by us (but not for any other reason) then we will rectify any such defect at our expense. At our discretion, we may in the alternative refund to you the sums paid by you to us for the original defective repair work.
- (b) A charge will be made at our standard rates (details available on request) for labour and additional parts subsequently found to be faulty in addition to the parts which we originally repaired during warranty investigations.
- (c) If the item has been tampered with, subject to misuse, returned for no apparent reason or returned for any reason outside the terms of the original order then the warranty described above shall be void and we shall be entitled to charge our standard repair prices.
- (d) Any claim under the warranty for damage in transit must be made verbally within 24 hours of receipt of the item by you, followed by a written communication within 48 hours, otherwise any such claims shall be invalid.

### 6. Repair Process

- (a) Items submitted for tests and repairs shall be processed in accordance with our defined repair procedures.
- (b) Repaired units shall be submitted to a documented final acceptance test in accordance with our standard procedures. Where possible this shall include testing in accordance with the manufacturers original specifications. Details of final acceptance tests are available on request.

(c) Wherever possible we will replace components on a like for like basis. Where an exact replacement is not practical, because of the cost or lead times, InMed Healthcare Pty Ltd reserves the right to use a commercially available alternative.

### 7. Repair Cycle time

(a) Unless we agree otherwise with you in writing before your order is placed, we shall use all reasonable endeavours to comply with the repair cycle time which is ten (10) working days (time not being of the essence), subject to spares being available. Repair cycle time is the period from the first working day on which the item is reported faulty until the effected repair date.

(b) Items received without an order shall be "quarantined" until details of the order are received from you.

Similarly, if you have an outstanding account with us then we may deal with the items in accordance with paragraph 4(d).

(c) If an item has to be held awaiting parts or if paragraph 6(b) applies, you will be notified as soon as reasonably practicable.

(d) If the item you wish to have repaired or refurbished is not covered in our current repair portfolio we will contact you to agree the repair cycle time and price which will apply to that item.

**8. Return of Non-conforming Items** Where it is not possible to return an item in the condition which conforms with your order, your instructions will be requested. Where the unrepaired item is to be returned to you this will be done so at your cost. Where the item is not to be returned it will be disposed of by us with any additional costs to be paid by you (the customer).

**9. Force Majeure** We shall have no liability to you for any delays in performance or any non-performance of our obligations as a result of causes beyond our control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strikes, lock-outs, non-availability or the extended lead time of parts, etc).

**10. Limit of Liability** Our liability to you shall be limited to the repair price quoted for each item and in no circumstances shall we be liable to you for loss of data or for loss of profit. No liability or responsibility whatsoever is accepted by us for any third party claims against you in relation to any items on which we have carried out any work PROVIDED THAT this exclusion does not apply to any claim for death or personal injury caused by our negligence.

**11. Miscellaneous** These Terms and Conditions constitute a complete statement of all Terms and Conditions which shall apply to services provided by us and replace all previous written or oral Terms and Conditions. These Terms and Conditions may be amended by us from time to time by sending amended Terms and Conditions to you which shall apply to all orders placed after you are deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to you). No other amendments or variations shall be valid unless signed by our authorised signatory. Failure by either us or you to exercise any rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

**12. Law** The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of New South Wales, Australia and the Australian Courts shall have exclusive jurisdiction.

### IMPORTANT INFORMATION - PLEASE READ AND SIGN

I have read and agree to InMed's Healthcare Terms and Conditions of Construction, Installation and Repair.

CUSTOMER SIGNATURE

Date