

Corum Health Services Terms and Conditions of Sale

1. CONDITIONS

- 1.1. Every Contract is governed by these terms and conditions.
- 1.2. Corum agrees to supply the Goods to the Buyer on the terms of this Contract and in consideration for payment for the Goods and all other amounts payable to Corum by the Buyer.
- 1.3. These terms and conditions and any other written agreement between Corum and the Buyer constitutes the entire agreement between the parties and supersede all prior contracts, arrangements, understandings (if any) between the parties in relation to the Goods.
- 1.4. Any terms and conditions contained in the Buyer's order documentation do not form part of these terms and conditions and are expressly excluded.
- 1.5. Corum may vary these terms and conditions with 1 month's notice to the Buyer.

2. QUOTATIONS AND ORDERS

- 2.1. All information about the Goods and other documentation including quotations provided by Corum to the Buyer are invitations to do business.
- 2.2. Purchase orders from the Buyer are deemed to be offers to purchase on these terms.
- 2.3. Corum may in its absolute discretion choose to accept or reject a purchase order received from the Buyer. Such acceptance may be made by written notice or by the supply of Goods to the Buyer.
- 2.4. Any quotation or document provided by Corum to the Buyer does not mean that the Goods or prices described are available to the Buyer and any such document may be varied or withdrawn by Corum at any time.

3. PRICES AND PAYMENT

- 3.1. Prices of the Goods will be set out in the relevant Invoice and unless otherwise expressly stated all prices quoted to the Buyer are exclusive of: GST, Delivery, handling, modification and installation charges.
- 3.2. The Buyer must pay the GST payable in respect of Corum's supply of Goods.
- 3.3. Payment by the Buyer of the price of all Goods supplied and of all other amounts on the Invoice must be made before, or immediately on, Delivery unless Corum has agreed to grant credit to the Buyer where payment must be made within 7 days from the Invoice date or such other date as agreed by Corum in writing.
- 3.4. All payments by the Buyer must be made without any set off.
- 3.5. All losses and costs, including legal costs (on an indemnity basis), arising from the Buyer's failure to pay the Invoice amount when due are recoverable from the Buyer.

4. RISK AND RETENTION OF TITLE

- 4.1. Risk in the Goods passes to the Buyer on Delivery.
- 4.2. Title to the Goods supplied will not pass to the Buyer until the money owing for the Goods by the Buyer to Corum has been paid.
- 4.3. The Buyer acknowledges and agrees that:
 - (i) this document is a written security agreement accepted by the Buyer by placing an order with Corum and the Buyer agrees to grant a PMSI to Corum;
 - (ii) it is the grantor, and Corum the secured party for the purpose of the PPSA terms;
 - (iii) the Buyer gives and Corum takes a security interest on all

of the Buyer's present and after acquired Goods and the proceeds; and

- (iv) Corum's security interest attaches to the Goods upon Delivery.
- 4.4. The Buyer consents to Corum effecting a registration on the PPSR in relation to any security interest arising under or in connection with a Contract.
- 4.5. The Buyer agrees to provide all necessary information, execute all documents necessary and do all things necessary for Corum to register a financing statement on the PPSR, enabling Corum to perfect its security interest in the Goods which will be registered as a PMSI.
- 4.6. The parties agree to contract out of the following provisions of the PPSA in sections 95, 121(4), 125, 130, 132(3)(d), 132(4), 142 and 143.
- 4.7. The Buyer waives its right to receive any notice under section 157(3) of the PPSA, unless the notice is required by the PPSA and cannot be excluded.
- 4.8. Until the Goods have been paid for in full the Buyer must properly store, protect and insure the Goods and clearly show that they are the property of Corum.
- 4.9. The Buyer may use or consume the Goods in the ordinary course of its business.
- 4.10. The Buyer must, if requested by Corum, deliver up the Goods to Corum, failing which Corum is authorised to repossess the Goods if the Buyer: fails to pay a due amount following demand by Corum; or commits an act of bankruptcy; or a receiver is appointed to the Buyer; or goes into liquidation, administration, or any form of insolvency administration; or ceases, or threatens to cease, to carry on business; or enters into a scheme or compromise with its creditors.
- 4.11. The Buyer must not register a financing change statement as defined in section 10 of the PPSA or make a demand to alter a financing change statement pursuant to section 178 of the PPSA without Corum's prior written consent.
- 4.12. This clause 4 survives the termination of the Contract to the fullest extent permitted by law.

5. DELIVERY AND INSTALLATION

- 5.1. Corum is not liable to the Buyer for any loss or damage consequential or otherwise for the late delivery or installation of the Goods, or, failure to deliver or install the Goods.
- 5.2. The Buyer is responsible for the preparation of the installation site including the provision of power and services required to operate or access the Goods.

6. RETURNS

- 6.1. Goods may not be returned other than with Corum's prior written approval.
- 6.2. If the Buyer claims that a delivery of the Goods is in anyway defective they must advise Corum within 48 hours of Delivery and provide Corum with reasonable access to review, test and assess the Goods.

7. IMPLIED TERMS AND LIMITATION OF LIABILITY

- 7.1. To the fullest extent permitted by law all statutory or implied warranties and conditions are excluded from the Contract.
- 7.2. To the extent permitted by law, the liability of Corum under any warranty or condition that cannot legally be excluded from the Contract is limited at Corum's option to: the repair or replacement of the Goods; the supply of equivalent

goods; paying the cost of repair or replacement of the Goods or paying the cost of the supply of equivalent goods.

- 7.3. Subject to clause 7.1, and to the maximum extent permitted by law, Corum's maximum aggregate liability for all claims under or relating to a Contract is limited to the amount paid by the Buyer for the Goods under the Contract.
 - 7.4. If the Buyer is a consumer as defined by the ACL, then Corum's Goods come with guarantees that cannot be excluded under the ACL. The Buyer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Buyer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
 - 7.5. Except as provided in clauses 7.2 and 7.3, Corum will not be liable to the Buyer or any other person in contract or tort for direct, indirect or consequential loss, damage, expense or injury suffered by the Buyer or any other person in relation to the Goods supplied pursuant to the Contract.
 - 7.6. Except as provided in clause 7.2, Corum gives no warranty in relation to the Goods.
- ### 8. RESPONSIBILITY AND INDEMNITY
- 8.1. The Buyer is responsible for the proper operation, handling and use of the Goods and undertakes to operate, handle, maintain and use the Goods without risk to safety, health or the environment.
 - 8.2. Without limiting the Buyer's obligations under clause 8.1, the Buyer acknowledges that the Buyer has familiarised itself with any recommended operating procedures contained in any and operating instructions in respect of the Goods.
 - 8.3. The Buyer warrants that it has not relied on any express or implied representation, warranty or statement made by Corum in relation to the Goods.
 - 8.4. The Buyer indemnifies Corum and holds Corum harmless against any claim, loss or expense which Corum suffers or is liable for in respect of or in connection with: the Goods, or their use, operation, handling or resale by the Buyer; Corum exercising its rights under clause 4.10; any failure, act or omission by the Buyer; Corum or Corum's Representative entering the Buyer's or the Buyer's Representative's premises.
- ### 9. PRIVACY
- 9.1. Corum may collect, hold, use and disclose personal information and, where appropriate, credit-related information so that it can assess the Buyer for credit, enforce its rights under the Contract and record the Buyer's Representative's details to enable the provision of Goods.
 - 9.2. Corum may collect personal or credit-related information from the Buyer, its Representatives and collection agents.
 - 9.3. If Corum is unable to obtain the personal information required, it may be unable to extend credit.
 - 9.4. Corum may disclose the Buyer's personal information to its Representatives and other third parties such as credit providers, data storage and IT service providers, professional advisers and, where required, government and regulatory bodies.
 - 9.5. Corum will not provide personal information to any third party for marketing or promotional purposes.
- ### 10. TERMINATION
- 10.1. In addition to any other right of termination it may have

Corum may terminate a Contract if:

- (i) the Buyer fails to perform any precondition for Delivery of the Goods;
- (ii) the Buyer commits an act set out in clause 4.10;
- (iii) the Buyer purports to assign its rights under a Contract; or
- (iv) an event occurs outside the control of Corum which in Corum's opinion makes it impractical or impossible for it to fulfil its obligations under the Contract.

11. MISCELLANEOUS

- 11.1. Corum will not be liable for any delay, breach or default under the Contract where such delay, breach or default results from causes beyond Corum's reasonable control.
- 11.2. Any indulgence which Corum may grant to the Buyer will not prejudice or interfere with Corum's rights under a Contract and will not constitute a waiver.
- 11.3. The Buyer is not a partner, joint venturer or agent of Corum and is not authorised to hold itself out as such or purport to incur any obligation, undertaking or warranty or representation on behalf of Corum.
- 11.4. Where the Goods include software or data, Corum shall supply these under the terms of the software or data licence.
- 11.5. Notices given by Corum may be given in writing, including by email, or through publication on Corum's website.
- 11.6. Corum may assign the benefit of or sub-contract the performance of any Contract or part thereof to any person.
- 11.7. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.8. The laws of New South Wales govern this Contract.

12. DEFINITIONS

- ACL** means the Australian Consumer Law as contained in schedule 2 of the *Competition and Consumer Act 2010*;
- Buyer** means the entity to whom Corum supplies Goods;
- Contract** means a contract of sale of Goods resulting from the Buyer's order being accepted by Corum;
- Corum** means each of Amfac Pty Ltd, ACN 083 689 212, and Pharmasol Pty Ltd, ACN 086 308 858, both trading as Corum Health Services;
- Delivery** means the Goods have been either: handed to the Buyer or its Representative, or delivered to the carrier or site agreed with the Buyer, and, in the case of software, includes when it is downloaded or accessed as a digital file by the Buyer or its Representative;
- Goods** means any goods, software and services supplied by Corum;
- GST** means goods and services tax as provided for in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- Invoice** means an Invoice issued by Corum in relation to a Contract;
- PMSI** means Purchase Money Security Interest, as defined in the PPSA;
- PPSA** means the *Personal Property Securities Act 2009* (Cth);
- PPSR** means the Personal Property Securities Register; and
- Representative** means a party's employees, agents and contractors.
- Words importing the singular number include the plural and vice versa.