



## *Terms and Conditions*

### **TRADING TERMS**

The following document is a summary of the Western Medical Supplies (WestMed) "Trading Terms and Conditions" and applies to customers ordering directly from WestMed. Placement of an order with WestMed by you ("the customer") shall be deemed as acceptance of WestMed's Terms and Conditions of sale, unless other contractual arrangements are in place. WestMed may vary these terms at any time by giving you written notice.

#### **1. ORDERING**

- 1.1. WestMed business hours are 8.00am- 5.00pm Monday to Friday (AWST)
- 1.2. Customer Service (Order/Enquiry) Ph: 08 8317 5034 Email: info@westmedwa.com
- 1.3. All orders below the net value of \$500.00 (exclusive of GST) will incur a \$25.00 (+ GST) handling charge unless any previous arrangement is in place. Urgent same-day deliveries requested by the customer will incur a 50\$ handling charge.
- 1.4. Scheduled medicines listed under the "Poisons & Therapeutic Goods Act 1966" will only be supplied to licensed and authorised (customers/personnel/sites).

#### **2. PRICING**

- 2.1. All prices are exclusive of GST.
- 2.2. WestMed will supply all customers with a Tax Invoice showing the GST component.
- 2.3. If GST is payable by WestMed on any sale, the buyer will pay to WestMed an amount equal to the total invoice price including the GST component.
- 2.4. The prices and specification of WestMed products are subject to change without notice.

#### **3. DELIVERY CONDITIONS**

- 3.1. It is the intention of WestMed to despatch or deliver stock line items ordered before 1.00pm AWST (Monday to Friday) on the same day. Stock line orders placed after these cut-off times will be despatched the following day. WestMed shall not be liable for any failure to deliver the goods at the delivery time quoted for any reasons whatsoever. WestMed may decline to accept an order, or cancel an order at its discretion.
- 3.2. If WestMed advises the customer that it will be unable to deliver the goods and upon receipt of such notice by the Customer, the purchase order will be cancelled without incurring any liability.
- 3.3. Orders accepted for delivery are subject to the customer's account being current and within its credit limit.
- 3.4. WestMed will supply all standard deliveries free into store directly or by a carrier of WestMed's choice (subject to clause 1.3). Urgent orders should be communicated by telephone to WestMed Customer Service. WestMed is not liable to the customer for any failure to comply with these terms if the failure (directly or indirectly) arises out of any circumstances which are not within WestMed's reasonable control.
- 3.5. The risk of damage and/or the loss of any goods passes to the customer upon delivery of the goods.
- 3.6. The Customer is not authorised to resell, resupply or distribute, or to authorise or permit any other person to resell, resupply or distribute, any goods supplied by WestMed unless the Customer has first entered into a distribution arrangement with WestMed, in which case the customer's dealings with the goods will be governed by the terms of that arrangement and these trading terms. The customer must indemnify WestMed's directors, employees and agents against all loss, damage and liability (including legal costs and expenses) incurred by WestMed, its directors, employees and agents arising out of or relating to any such unauthorised resale, resupply or distribution.
- 3.7. The customer acknowledges that ownership of the goods delivered by WestMed to the customer will not pass to the customer until such time as the goods supplied by WestMed have been paid in full. Notwithstanding anything in this clause, risk in the goods will pass to the customer at the date of delivery.

#### **4. RETURN OF GOODS**

- 4.1. Section 5.65 of the Australian Code of Good Manufacturing Practice (GMP) for Medicinal Products (the "Code") issued 16th August, 2002 by the Therapeutic Goods Administration, prohibits WestMed from re-issuing or re-using returned goods where, among other factors, there is any doubt whatsoever as to these products being maintained in the required special storage conditions. This regulatory requirement defines WestMed's ability to accept returned products, and therefore, we only accept returns of goods for credit that have resulted from a WestMed error.
- 4.2. No return of product will be accepted without prior authorisation. A separate "Return Authority" (RA) number must be issued by a WestMed Customer Service Representative prior to the return of goods.
- 4.3. Any goods returned with an RA will incur a restocking fee of 10% of the original price charged, unless as a result of a WestMed error.
- 4.4. The RA number must accompany each item returned for credit. Any goods received by WestMed without an RA number, or which do not comply with the requirements of the Code must be destroyed by WestMed in accordance with the Code.
- 4.5. Claims for short shipments, damaged goods, or over shipment of goods must be made within fourteen (14) days from receipt of goods. If the customer has not made an application within this time the customer will be deemed to have accepted the shipment and cannot make any further claims.
- 4.6. Should there be an over shipment, the customer must immediately inform WestMed within 48 hours.
- 4.7. If a product is believed to be faulty, the goods should be isolated and the WestMed Customer Service Department advised of the alleged fault. A sample from the batch concerned will be evaluated by the Quality Assurance Dept, and if found to be faulty, an RA number will be provided.
- 4.8. Return of any hazardous goods must be made in properly packaged bags (i.e., "double bagged") and a "Bio-hazardous warning sticker applied to the inner packaging. All paperwork must be attached separately. Where applicable, cleaning of any items must be completed in accordance with AS 4187 before the return is organised.
- 4.9. Non Stock items ordered at customer request will not be accepted for return. Should any order be cancelled after the items have been manufactured then all charges including shipping, freight and insurance will be billed to the customer.
- 4.10. Goods will not be accepted for return when:
  - a) The return is not due to a WestMed error.
  - b) The return delivery is not accompanied by a WestMed RA number.
  - c) The goods are returned in packaging that is damaged, written upon or is otherwise marked and in an un-saleable condition.
  - d) The goods are returned in opened packages/ cartons.
  - e) The request for return is not received within 14 days of the invoice date.
  - f) The goods are returned more than 14 days after the RA number has been issued.
  - g) In addition to the above points, scheduled medicines listed under the "Poisons & Therapeutic Goods Act 1966" may not be returned unless specific prior arrangements are agreed between WestMed Australia and the customer. The term Schedule drugs has been used to cover other products such as Gelofusine & possibly IV fluids and other medicines we support in the future, which may come under a schedule other than S4.

#### **5. STORAGE, HANDLING & USE OF GOODS**

- 5.1. It is the Customer's responsibility to ensure that all applicable health requirements are observed and other appropriate steps taken in relation to the storage, handling and the use of the goods once they are delivered to the customer. It is also Customer's responsibility to provide safe facilities for the reception of goods into the storage.

#### **6. GOODS WITH EXPIRY DATES**

- 6.1. Any concern as to the expiry period remaining on goods received must be conveyed to WestMed within fourteen (14) days from receipt of goods. Under no circumstances will WestMed accept the return of stock which has expired, or has less than 12 months shelf life unless prior agreement has been arranged.

#### **7. INVOICE DISCREPANCIES**

- 7.1. The customer must notify WestMed Customer Service, within fourteen (14) days following receipt of any invoice regarding any amounts under dispute or requiring clarification.

#### **8. ACCOUNTS**

- 8.1. Customer Service can be contacted at 08 8317 5034 or Email: info@westmedwa.com
- 8.2. WestMed terms of trade are thirty (30) days net after invoice unless otherwise specified in writing by WestMed.
- 8.3. WestMed must provide a valid tax invoice in respect of any GST included in any payment to be made under or in connection with the terms.
- 8.4. WestMed may require immediate payment of all unpaid monies (whether or not actually due and payable) if WestMed considers (in its discretion) that the customer's credit worthiness has become unsatisfactory, or if the customer cannot pay its debts as they fall due, or if the customer becomes subject to any other bankruptcy or insolvency event.
- 8.5. "GST" has the same meaning in these terms as in the "GST Law", as defined in the A New Tax System (Goods and Services Tax) Act 1999.
- 8.6. WestMed reserves the right to charge interest at the prevailing rates on any overdue amounts. The customer acknowledges and agrees that interest will accrue on any accounts not paid by the due date at the rate charged by WestMed's bankers on overdraft accounts exceeding \$100,000 plus a margin of 20/o. Interest will accrue on a daily basis from the due date for payment until the date the account is paid in full.
- 8.7. WestMed's invoice/ statement of account will be communicated to the customer at the address specified in the application form, or such address as is notified to WestMed in writing by the customer from time to time, and shall be deemed to be received by the customer at the expiry of three (3) days after the time of posting by pre-paid ordinary post.
- 8.8. WestMed may cease selling goods to the customer at any time, without prior notice to the customer.



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### **9. LIABILITY**

- 9.1. To the extent permitted by law, WestMed
  - 9.1.1. expressly excludes all implied warranties, conditions, liabilities or representations in relation to the goods or their quality, state, condition or fitness for any particular purpose or the correctness of the information advice or other services concerning the goods, whether statutory or otherwise and whether imposed at law or equity;
  - 9.1.2. limits its liability for any breach of any condition or warranty that cannot be excluded at law, at the option of WestMed:
    - i) in the case of goods:
      - a) repairing or replacing those goods; or
      - b) paying the cost of having those goods repaired or replaced; and
    - ii) in the case of services:
      - a) resupplying those or equivalent services or;
      - b) paying the cost of having the services resupplied;
      - c) will not be liable for any indirect, consequential, special or exemplary damages, loss of revenue, economic loss, loss of anticipated profits or loss of data or information arising in connection with these terms;
      - d) will not be liable for any damages arising from claims of third parties for injury, death or property damage suffered as a result of the use of the goods, or failure of WestMed to warn, or to adequately warn, against the dangers of the goods or failure of WestMed to instruct, or to adequately instruct, about the safe and proper use of the goods.
- 9.2. Notwithstanding anything in these terms, the maximum liability of WestMed in connection with these terms for any and all claims, whether under a warranty, indemnity claim or otherwise, will not exceed the price of the goods delivered.

### **10. PRODUCT RECALL OR FIELD ACTION**

- 10.1. In the event that any of the goods are subject to a recall, field safety alert or hazard alert by WestMed, manufacturer and/or any government agency/authority, the Customer will take all reasonable steps to assist with and will comply with directions given by WestMed in respect of such matter.

### **11. WARRANTY**

- 11.1. Product distributed by, but not manufactured by WestMed is warranted by its manufacturer. Except to the extent required by law, there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. WestMed's sole obligation and the Purchaser's exclusive remedy for breach of any warranty shall be, at WestMed's option, to repair or replace the product. WestMed shall not be liable for incidental or consequential damages.
- 11.2. All WestMed consumable products are supplied for single use only and must not be reused, to do so will excuse the manufacturer from any warranty or liability.
- 11.3. Please contact WestMed if you have any particular questions in relation to manufacturer's warranty.

### **12. COPYRIGHT**

- 12.1. The contents of all or any of the product catalogues may not be reproduced without the written permission of WestMed.

### **13. GOVERNING LAW**

- 13.1. These terms are governed by the law in force in Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts which may hear appeals from those courts.

### **14. CREDIT REPORTING**

- 14.1. The customer hereby authorises WestMed to obtain from a credit reporting agency a credit report containing personal information about the customer in relation to commercial credit provided by WestMed in accordance with s18K(1)(b) of the Privacy Act, 1988 (Cmwlth) (the "Act") and to obtain a report containing information from a person or business which provides information about the commercial credit worthiness of a person in relation to credit provided by WestMed, in accordance with s18L(4) of the Act.
- 14.2. The customer further authorises WestMed in terms of s18N(1)(b) of the Act to disclose information of a report received by it pursuant to this clause and to exchange information with other credit providers for the purpose of notifying other credit providers of a default by the customer; assessing an application for credit by the customer; and assessing the creditworthiness of the customer.

### **15. OTHER**

- 15.1. WestMed may withhold delivery of goods for non-payment any amount due and payable or a breach of those standard terms by the Customer.