



TERMS AND CONDITIONS OF TRADE

SURIIN MEDICAL ABN 33 243 103 707 offers to sell goods on the following terms and conditions ("Terms"), last updated August 12, 2020.

1. INTERPRETATION

In these Terms:

1. "Purchaser" means the purchaser of the Goods.
2. "Goods" means any medical goods and services supplied by SURIIN Medical.
3. "Grantor" means the grantor of any security interest in the Goods, and is usually the Purchaser
4. "Warranty Period" means the warranty period for the goods being in accordance with the manufacturer's warranty period.

Nothing in these Terms 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 *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.

2. GENERAL

1. The Goods and all other products and services sold and/or provided by SURIIN Medical are sold on these Terms.
2. These Terms (which may only be waived or amended in writing and signed by SURIIN Medical) shall to the extent of any inconsistency prevail over all and any terms or conditions of the Purchaser's order.

3. QUOTATIONS

Unless previously withdrawn, a quotation from SURIIN Medical is open for acceptance within the period stated on the quotation or, where no period is stated, within thirty (30) days after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. SURIIN Medical reserves the right to refuse any order based on its quotation within seven (7) days after the receipt of a Purchaser's order. A contract shall be formed between SURIIN Medical and a Purchaser on the acceptance by SURIIN Medical of a Purchaser's order and not otherwise.

4. PRICES

1. Unless stated otherwise, all prices quoted are usually exclusive of all taxes, insurance and transport which shall be the sole responsibility of the Purchaser, unless otherwise agreed in writing.
2. Prices for Goods will be charged at:
 - a. the price stated by SURIIN Medical on a non-expired quotation; or
 - b. where there is no quotation, the pricing ruling by SURIIN Medical at the date of dispatch.

5. DELIVERY

1. The Goods shall be deemed to be delivered to the Purchaser at the time the Goods arrive at the Purchaser's premises. SURIIN Medical 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.
2. Goods are at the Purchaser's risk from the time of delivery. The Purchaser shall be responsible for arranging any insurance over the Goods after delivery.
3. SURIIN Medical shall not be liable for any loss occasioned by delay in delivery of and/or the procuring of Goods, whether consequential or otherwise.
4. If the Purchaser disputes proof of delivery, details of the dispute must be provided in writing to SURIIN Medical within seven (7) days of delivery.

6. PAYMENT

SURIIN Medical's terms of payment are Upfront Payment, unless otherwise stated on such invoice. If Credit Terms are offered, SURIIN Medical reserves the right to require payment with the order or satisfactory evidence of the ability of the Purchaser to pay for the Goods ordered by the Purchaser. Interest at 10% is payable on amounts which are more than thirty (30) days overdue.

Credit cards are accepted (via PayPal) but surcharges may apply.

7. TRANSFER OF PROPERTY

Title to Goods

1. Title to the Goods remains with SURIIN Medical until all monies owing to SURIIN Medical on any account have been paid or title to the Goods is vested in some other person by operation of law.
2. Until title to the Goods passes, the Purchaser shall keep the Goods free from any charge, lien or other encumbrance.
3. Until title to the Goods passes, the Purchaser shall:
 - a. hold the Goods on a fiduciary basis as bailee for SURIIN Medical;
 - b. keep the Goods separate from all other goods in its possession and marked in such a way that the Goods are clearly identified as the property of SURIIN Medical;
 - c. upon request deliver up the Goods (or such part of them that have not ceased to be in existence or resold) to SURIIN Medical (for which purpose

SURIIN Medical's employees or agents may enter the Purchaser's premises) and the Purchaser is obliged to deliver up the Goods if so directed by SURIIN Medical in accordance with the enforcement procedures outlined in Chapter 4 of the *Personal Property Securities Act 2009* (Cth); and

d. not intermingle any sums the Purchaser receives from any sale made by it or on its behalf of the Goods and shall hold such sums as trustee on behalf of SURIIN Medical and account fully to SURIIN Medical for such sums promptly as and when required by SURIIN Medical.

8. REGISTRATION OF SECURITY INTEREST

1. The Purchaser as Grantor, grants to SURIIN Medical, a security interest(s) in the Goods under the *Personal Property Securities Act 2009* (Cth). If applicable, this security interest(s) will be a purchase money security interest(s).

2. The Purchaser and Grantor (if different) acknowledge that SURIIN Medical may register the said security interest(s) in the Goods, at its discretion.

9. WARRANTIES

1. SURIIN Medical warrants all Goods sold by it will be in accordance with the relevant manufacturer's specifications.

2. SURIIN Medical Goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Purchaser is entitled to a replacement or refund for a major failure. The Purchaser is also entitled to have the Goods repaired (if possible) or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

3. SURIIN Medical will, at its option either repair (if applicable) or replace any defective Goods or parts thereof with a new or remanufactured equivalent during the Warranty Period at no charge to the Purchaser for parts or labour.

4. The warranty described in this clause 9 shall be the sole and exclusive warranties granted by SURIIN Medical and shall be the sole and exclusive remedy available to the Purchaser in addition to the rights and remedies of the Purchaser under a law in relation to the Goods to which this warranty relates.

5. All implied warranties are limited to the Warranty Period.

6. No other person or entity is authorised to make any warranties other than those described in this clause 9, or to extend the duration of any warranties beyond the Warranty Period on behalf of SURIIN Medical.

7. Correction of defects during the Warranty Period shall constitute complete fulfilment of all liabilities and responsibilities of SURIIN Medical to the Purchaser with respect to the Goods and shall constitute full satisfaction of all claims, whether based on contract, negligence and strict liability otherwise. In no event shall SURIIN Medical be liable, or in any way responsible, for any damages or defects in the Goods which were caused by repairs or attempted repairs performed by anyone other than SURIIN Medical or an authorised service provider.

8. This warranty does not apply to any appearance of the supplied Goods nor to any supplied Goods the exterior to which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which

has been modified or altered in design or construction. In addition, the warranty coverage does not apply to defects caused by the supplied Goods being subjected to the following; unauthorised modifications or connections, unauthorised opening or repair, repair by use of unauthorised parts, accident, force majeure, or other acts beyond the reasonable control of SURIIN Medical.

9. This warranty does not cover death or injury to persons resulting from any cause other than proven negligence of SURIIN Medical, its employees or representatives.

10. In order to enforce the rights under this warranty, the Purchaser must provide proof of purchase to SURIIN Medical. The proof of purchase must state the date of the purchase, provide an accurate description of the Goods and the price paid for the Goods.

11. A claim made by a Purchaser should be made in writing to SURIIN Medical along with the proof of purchase. The costs of transportation of the Goods will be borne by the Purchaser. If the claim is valid SURIIN Medical will reimburse the Purchaser for all reasonable costs.

10. EXCLUSION OF LIABILITY

1. SURIIN Medical's liability for breach of a condition or warranty implied by operation of the *Competition and Consumer Act 2010* (Cth) 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;

2. in the case of services

a. the supplying of the services again; or

b. the payment of the cost of having the services supplied again.

3. Except as provided in these Terms, SURIIN Medical shall not be liable or in any way responsible for incidental or consequential, economic or property damage, except where SURIIN Medical is in breach of the guarantees provided to the Purchaser in accordance with Schedule Two of the *Competition and Consumer Act 2010* (Cth), or applicable legislation from time to time provided always that nothing in this clause or elsewhere in these Terms shall adversely affect the rights of the Purchaser under relevant legislation.

11. CANCELLATION OF ORDERS

No order shall be cancelled or deferred without the prior written consent of SURIIN Medical.

12. RE-STOCKING CHARGE

Goods may only be returned with the approval of and at the sole discretion of SURIIN Medical . Where Goods are intended to be used for intimate personal medical purposes the Goods should be returned unused and in unopened original packaging. Goods so returned may be subject to a re-stocking charge of 20% of their invoiced value.

13. GOVERNING LAW

These Terms are governed by and shall be construed in accordance with the laws of Victoria.

14. LEGISLATION

These Terms are governed by the *Personal Property Securities Act 2009* (Cth) and *Competition and Consumer Act 2010* (Cth) ("Acts"), as amended from time to time. Any capitalised words, used in these Terms, but not defined in these Terms will take on the meaning of such defined words in the Acts and if not defined in the Acts, then its ordinary meaning.

15. SEVERANCE

If any of these Terms are held by a Court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed from the Terms and the remainder of these Terms will continue to be effective and valid notwithstanding such severance.