

## GENERAL TERMS AND CONDITIONS

### A. DEFINITIONS

In these General Terms and Conditions:

1. 'Meditex' means Meditex Pty Ltd (ABN 53 640 542 776) and its agents, servants and employees and any related bodies corporate as defined in the Corporations Law (if such related body corporate is named as party to the Contract);
2. 'Customer' means the Customer named in the attached Application For Commercial Credit Form, invoice or quotation or any person acting on behalf of and with the authority of the Customer;
3. 'Date of the Contract' means the date of the contract or the date of Purchase Order(s) provided by the Customer to Meditex;
4. 'Goods' means any goods supplied by or on behalf of Meditex to the Customer or any persons or entities at the direction of the Customer (and where the context so permits shall include any supply of Services as defined below);
5. 'Overdue rate' means 5% per month above Meditex's base overdraft lending rate calculated daily, charged monthly;
6. 'Quoted Date' means the date of delivery as agreed between the Customer and Meditex;
7. 'PPSA' means the Personal Property Securities Act 2009 (Cth);
8. 'PPS Register' means the Personal Property Securities Register established under section 146 of the PPSA;
9. 'Price' means the cost of the Goods or Services as agreed in writing between Meditex and the Customer subject to clause C;
10. 'Security Interest' has the meaning given under the PPSA;
11. 'Services' means all services supplied by or on behalf of Meditex to the Customer or any persons or entities at the direction of the Customer, and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above);
12. 'Statutory Provisions' for Contracts undertaken in Australia means the Competition & Consumer Act 2010 (Cth), any statutory amendment or re-enactment thereof for the time being in force and any other relevant and applicable State and/or Commonwealth legislation.

### B. TERMS OF CONTRACT

1. A contract is formed between the Customer and Meditex through:
  - a) The Customer's acceptance of the Meditex's quotation; or
  - b) Meditex's acceptance of the Customer's order.
2. Except to the extent that Meditex has expressly otherwise agreed in writing within the contract, any such contract shall be deemed to incorporate these General Terms and Conditions notwithstanding anything to the contrary that may be stated in the Customer's order, terms or other documents, and in the event that there is any inconsistency, these General Terms and Conditions shall take precedence.

By entering into a contract, the Customer acknowledges that:

  - a) The Customer is not relying upon any representations, undertakings or warranties that may have been made by Meditex except as are expressly set out or stated to be a part of these General Terms and Conditions; and
  - b) These General Terms express the entire undertaking and agreement between Meditex and the Customer, except to the extent that Meditex has expressly agreed in writing within the contract, noting that Meditex will not be bound by any condition or term included in a Customer's order unless Meditex expressly accepts it in writing.
4. No notice or document given by Meditex to the Customer under these General Terms and Conditions shall be enforceable against Meditex unless signed by a duly authorised representative of Meditex.

### C. PRICE, FEES AND VARIATIONS

1. Except as otherwise provided in these General Terms and Conditions, the price for Goods and Services shall in the circumstances be either:
  - a) Meditex's accepted quotation; or
  - b) As indicated on invoices provided by Meditex to the Customer in respect of Goods or Services supplied.
2. A quotation may be withdrawn by Meditex at any time prior to receipt of acceptance, and shall lapse if written acceptance is not received by Meditex within 30 days of the date of the quotation.
3. Meditex may increase the price for Goods or Services to reflect additional expenses incurred due to changes made at the request of the Customer or where there is any inaccuracy in the information supplied by the Customer.
4. Unless otherwise agreed in writing, all prices exclude GST, and the Customer shall pay to Meditex all GST or other value added tax on the price payable (including such tax payable in the event of default by the Customer).

### D. PAYMENT AND DEFAULT

1. Unless otherwise agreed in writing all accounts shall be payable within 14 days of delivery or as otherwise identified on any statement of account issued by Meditex.
2. If any of the events set out in D.2. a) to D.2. c) below occur, Meditex may at its option withhold further deliveries or cancel the Contract without notice to the Customer:
  - a) the Customer defaults in any payments or is unable to pay its debts as and when they fall due;
  - b) the Customer being an individual commits an act of bankruptcy or has a controller or trustee appointed in respect of the Customer's estate or any part of the Customer's property or assets; and
  - c) the Customer being a company, has a receiver, controller, administrator or manager appointed to it or passes a resolution for its winding up or is liquidated or has an application for winding up filed against it.
3. Meditex may from time to time, vary the Customer's credit limit. If a purchase of Goods or Services exceeds the Customer's current credit limit, Meditex may require payment of the excess before delivery of the Goods or provision of the Services.
4. In the event of the Customer failing to effect payment on the due date and in the manner specified, then notwithstanding anything to the contrary, the Customer shall pay Meditex interest on the whole of the monies due and payable, calculated from the date of default up to and including the day upon which cleared funds are received in Meditex's nominated bank at the 'Overdue Rate'.

### E. TITLE

1. Title in and to the Goods will not pass from Meditex to the Customer until Meditex receives payment in full for all Goods and all monies owing by the Customer to Meditex on any account.
2. Until title in and to the Goods has passed to the Customer in accordance with clause E.1, the Customer holds the Goods as fiduciary agent and the Customer will store the Goods separately in such a manner that they are clearly identified as the property of Meditex.
3. Meditex shall be entitled at any time to demand the return of the Goods and is irrevocably authorised by the Customer to enter the Customer's premises or any other premises upon which the Goods are held in order to search for and remove the Goods.
4. Notwithstanding that title to the Goods may not have passed to the Customer, the Customer may sell the Goods to a Customer in the ordinary course of its business. In such circumstances, the Customer sells the Goods as fiduciary agent of Meditex provided that such sales do not give rise to any obligations on the part of Meditex.
5. If the Customer sells any of the Goods before title in and to the Goods has passed in accordance with clause E.1, the Customer will hold the proceeds of sale as relates to the price of the Goods sold, on trust for Meditex.

### F. DELIVERY

1. Meditex will make all reasonable efforts to have the Goods delivered to the Customer on the date agreed between the parties as the Quoted Date, but Meditex shall not be liable for any failure to deliver or delay in delivery for any reason.
2. Meditex shall be deemed to have effected delivery of the goods to the Customer if the Goods are delivered or delivery is attempted at the address requested by the Customer. In the event the Goods cannot be so delivered to such address delivery shall be deemed to be effected at the time the Goods leave the Meditex's warehouse.
3. A freight charge may be payable on orders and will be included in each respective invoice where applicable.
4. If Meditex does not receive forwarding instructions sufficient to enable it to despatch the Goods within 14 days of notification to the Customer that the Goods are ready, the Customer shall be deemed to have taken Delivery of the Goods from such date. The Customer may be liable for storage charges payable monthly on demand.

### G. RISK

1. Unless otherwise agreed in writing, all risk in and to the Goods purchased shall pass from Meditex to the Customer upon delivery to the Customer or his agent or to a carrier commissioned by the Customer.
2. Without in any way limiting the operation of the foregoing, upon delivery of the Goods to the Customer or his agent or to a carrier commissioned by the Customer, the Customer warrants to Meditex that, in the storage and handling of the Goods, the Customer and his agents and carriers shall comply with all relevant environmental regulations, all necessary and/or relevant permits or licenses pertaining to the storing and handling of the Goods and appropriate safety measures.

### H. SUPPLY OF INFORMATION

1. If the Customer supplied any information to Meditex which Meditex has used to provide a quotation, then the Customer warrants to Meditex that:
  - a) all information given to Meditex is true and correct;
  - b) the provision of information and the use of that information by Meditex will not breach any of the provisions of the Privacy Act 1993; and
  - c) the use by the Meditex of the information will not infringe the intellectual property rights of any other person and nor shall it constitute any breach of confidence.
2. If the Customer supplies information to Meditex in breach of the warranties given under clause H.1, then the Customer will indemnify Meditex for all loss, damages, liability, costs (including solicitor/client costs) and expenses incurred by Meditex arising as a result of the Customer's breach.

### I. CONFIDENTIAL INFORMATION

1. Each party agrees not to disclose, communicate to or place at the disposal of any third party the Confidential information concerning the other party, in any form or by any means and to keep the Confidential Information in the strictest confidence.
2. Except as approved, each party agrees not to use, or modify the other's Confidential Information for its own benefit or the benefit of any other person.

### J. INTELLECTUAL PROPERTY

1. Copyright in all photographs, drawings, designs, specifications and other similar works supplied to the Customer by Meditex remain the property of Meditex and the Customer shall not copy or reproduce or allow the copying or reproduction of any such works without the prior written consent of Meditex.
2. The Customer shall not use the Meditex name/brand for advertising or promotional purposes in any manner or medium whatsoever without the prior written consent of Meditex.

### K. CANCELLATION

1. The Customer accepts Meditex will incur significant costs immediately following the date of the Contract. The Customer agrees a Contract is not cancellable without the consent of Meditex.

### L. WARRANTIES, DEFECTS & RETURNS

1. Meditex warrants that the Goods and Services supplied are of merchantable quality for a period of twelve (12) months from the date that the Goods were consigned to the Customer.
2. The warranty is void if the Customer misuses the Goods or does not follow the instructions provided by Meditex for the use of the Goods.
3. Meditex's liability for breach of sub-clause L.1 or a condition or warranty implied into the Contract by law including without limitation the Statutory Provisions (other than a condition implied by Schedule 2 (51-53) of the Competition & Consumer Act) is limited to any one of the following as determined by Meditex:
  - a) the replacement of the Goods or the supply of equivalent Goods;
  - b) the repair of the Goods or payment of the cost of having the Goods repaired; or
  - c) the refund of the price paid by the Customer for the Goods.
4. The Customer will examine the Goods for defects and shall notify Meditex of any defects in writing within 3 days of delivery. Returns can only be made if the evidence is clear that the Goods are faulty.
5. To the extent the law permits, Meditex excludes all other liability whatsoever to the Customer arising out of or in any way connected with a Contract including any liability for consequential or indirect losses of any kind. Consequential or indirect losses will be taken to include but not be limited to:
  - a) any loss of income, profit or business;
  - b) any loss in the nature of overhead costs; and
  - c) any loss of goodwill or reputation.

### M. FORCE MAJEURE

1. Deliveries may be totally or partially suspended by Meditex during any period in which Meditex may be prevented or hindered from manufacture, delivery or supply through any circumstances outside Meditex's reasonable control, including but not limited to strikes, lockouts or other labour difficulty, inability to obtain any necessary materials, equipment, facilities or services, power or water shortage, accidents or breakdowns of plant, machinery, software, hardware or communication network. Meditex shall not incur any liability to the Customer in respect of such suspension.

### N. PPSA

1. The Customer acknowledges that:
  - a) The sale of Goods and Services created under this account and Application for Commercial Credit will create a security interest under the PPSA and that the Customer has received value from Meditex;
  - b) Where Meditex has enforcement rights in addition to the enforcement rights provided for in the PPSA, those other enforcement rights will continue to apply; and
  - c) Meditex is not obliged to act in any way to dispose of or retain any Goods which have been seized by Meditex or any person nominated by Meditex under its right under the PPSA

### O. OBLIGATIONS OF THE CUSTOMER

1. The Customer:
  - a) Must, at Meditex's request, promptly execute any documents and do anything required to register the Seller's security interest in the Goods under the PPSA;
  - b) Must indemnify, and upon demand reimburse Meditex for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register, and for the enforcement of any rights arising out of Meditex's interest;
  - c) Must keep full and complete records of the Goods;
  - d) Except as provided in clause O.1.c), must not without prior written consent of Meditex, sell, lease, dispose of, create a security interest in, mortgage or part with possession of the Goods or any interest in them (or purport to do such a thing) or permit any lien over the Goods;
  - e) Must not change its name, address, or contact details without provided Meditex with prior written notice; and
  - f) Must not register a financing change statement or a change demand without the prior written consent of Meditex.

### P. WAIVER BY THE CUSTOMER

1. So far as is permitted by the PPSA, the Customer waived its right:
  - a) To receive a copy of any verification statement or financing change statement or a statement of account on sale of the Goods;
  - b) To receive any notice under the PPSA, including a notice that Meditex intends to sell the Goods or retain the Goods on enforcement of the security interest granted to Meditex;
  - c) To object to a proposal by Meditex to retain the Goods in satisfaction of any obligation owned by the Customer to Meditex;
  - d) To reinstate the security agreement by payment of any amounts owing or remedy of any default where Meditex has the right to dispose of or retain the Goods; and
  - e) Where any Goods become an accession as defined in the PPSA, to not have the Goods damaged when Meditex removes the accession, to receive notice of removal of the accession and to apply to the Court for an order concerning the removal and accession, under the PPSA.

### Q. GENERAL

1. If any provision of these General Terms and Conditions shall be invalid, illegal or unenforceable, then the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
2. Goods and Services supplied by Meditex are subject to the laws of Australia and jurisdiction of the Courts of Australia.
3. Meditex may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
4. Meditex reserves the right to review these General Terms and Conditions at any time. If, following such review, there is to be any change in such General Terms and Conditions, that change will take effect from the date on which the Meditex notifies the Customer in writing of such a change.
5. Where more than one Customer or Guarantor has entered into these General Terms and Conditions, the Customer(s) and Guarantor(s) will be jointly and severally liable.
6. Meditex reserves the right the use images of completed vehicles for marketing and promotional purposes unless advised otherwise by the Customer.