

Supply Terms & Conditions

(November 2023)

These terms and conditions (Terms) apply whenever Sentry Medical Pty Limited ABN 77 003 634 991 ('Sentry Medical') supplies any products (Goods') to any person (the customer), unless expressly agreed otherwise in writing. By requesting the supply of Goods from Sentry Medical, the customer acknowledges and agrees to the Terms.

VARIATION OF TERMS

Acting reasonably and to the extent reasonably necessary to protect Sentry Medical's legitimate business interests, Sentry Medical may vary these terms. Any variation will be notified via Sentry Medical's website and will not take effect until 20 business days after that notification and will not impact any existing orders.

1. SALE AND PURCHASE

- 1.1. Sentry Medical agrees to sell and the customer agrees to purchase the Goods referred to on a purchase order issued by the customer and accepted by Sentry Medical.
- 1.2. The customer must order Goods from Sentry in writing and each order must specify:
 - (a). the date of the placement of the order;
 - (b). the quantity and description of the Goods ordered;
 - (c). a preferred delivery date for the Goods (Delivery Date), such Delivery Date being subject to the delivery times outlined in clause 7 below.
- 1.3. Sentry Medical may decline part or all of any purchase order received from the customer for any reason (including where Goods are out of stock or otherwise unavailable) by notifying the customer prior to issuing an invoice for the relevant Goods.
- 1.4. If Sentry Medical declines any purchase order under clause 1.2 and some or all of the Goods are out of stock, the customer may request Sentry Medical to place those out of stock Goods on backorder ('Backorder'). If Sentry Medical accepts the customer's request, the following provisions apply:
 - (a). notwithstanding clause 2.1, payment for the Goods is due in full, without deduction, withholding or set-off of any kind, immediately on acceptance of the Backorder by Sentry Medical;
 - (b). Sentry Medical will endeavour to procure the Goods specified in the Backorder within 90 days (or such longer period as agreed) of acceptance of the Backorder; and
 - (c). if Sentry Medical is not able to procure the Goods specified in the Backorder within the period as specified in clause 1.4(b), Sentry Medical or the Customer may cancel the Backorder by notifying the other party, and Sentry Medical will refund any payments made by the Customer under clause 1.4(a).
- 1.5. Subject to clause 1.4, the customer cannot cancel any purchase order for Goods after issue by the Customer and accepted by Sentry Medical and is bound to pay the price for those Goods, unless Sentry Medical expressly agrees otherwise in writing.

2. PAYMENT

- 2.1 Payment for the Goods is due in full, without deduction, withholding or set-off of any kind, twenty days from the date of the statement issued by Sentry Medical. Payment by Credit or Charge Card will be accepted provided arrangement has been made to do so prior to purchase. Credit or Charge Cards may not be used to pay accounts that are overdue unless the customer agrees to pay the merchant fees applicable.
- 2.2 Interest may be charged on amounts that are overdue from the due date for payment until payment in full and will be calculated at the Commonwealth Bank overdraft index rate ruling at the time.

3. PRICING

- 3.1 Unless otherwise agreed in writing, the price charged shall be the list price at the time of placing the order and does not include GST, delivery or transportation costs. Verbal quotations are not binding on Sentry Medical unless confirmed in writing. Written quotations are only valid for one calendar month unless otherwise stated. Sentry Medical may vary its prices at any time.
- 3.2 Sentry Medical shall provide Free into Store delivery as per agreed terms or for orders:

- (a). over \$500 (excluding GST) delivered in New South Wales, the ACT, Victoria, South Australia and Queensland; and
- (b). over \$1,500 (excluding GST) delivered in Tasmania, Western Australia and the Northern Territory.

4. GST

4.1 In this clause 4:

- (i) the expressions Consideration, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act; and
- (ii) Supplier means any party treated by the GST Act as making a Supply under a Contract.

4.2 Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with these Terms are exclusive of GST.

4.3 If GST is imposed on any Supply made under or in accordance with these Terms, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply.

4.4 Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply required to be made in accordance with these Terms.

5. WARRANTY

5.1 Except as set out in these Terms or otherwise expressly agreed in writing, all conditions, representations, warranties, terms and undertakings, whether express or implied, are excluded to the maximum extent permitted by law. Nothing in these Terms excludes, restricts or modifies any rights that customers may have under the Australian Consumer Law or any other rights and which by law cannot be excluded.

6. RETURNS

6.1 This Clause 6 does not apply to goods purchased by customers who are consumers within the meaning of the Australian Consumer Law and where the return is made because the goods do not comply with the consumer guarantees under the Australian Consumer Law.

6.2 If the customer wishes to return the Goods, the customer must request a Returned Goods Authorisation (RGA). The customer may only return the goods upon receiving an RGA number for Sentry Medical. When requesting an RGA, the original invoice number is required to be quoted. All returned goods must be properly packed, clearly labelled with the RGA number, and returned via Sentry Medical's nominated means.

6.3 To the extent permitted by law, returns will not be accepted if:

- (a) the Goods were delivered more than 5 business days before the request for return;
- (b) the Goods are returned incomplete, or have been used;
- (c) the Goods were not stored and/or shipped back to Sentry Medical in accordance with the manufacturer's or Sentry Medical's recommendations;
- (d) the Goods are not normal Sentry Medical stock items and have been procured by Sentry Medical to meet a specific customer requirement;
- (e) the Goods are not returned to Sentry Medical's nominated warehouse;
- (f) the Goods have expired;
- (g) the Goods are cold chain category products; or
- (h) the Goods are no longer required because of the customer's change of mind.

6.4 If it is determined that the customer was not entitled to return the Goods (for example, clause 6.3 applied in respect of the Goods), Sentry Medical may charge a re-stocking fee (the greater of 15% of the cost of the Goods returned or \$30) together with any other charges (including freight) incurred by Sentry Medical in connection with such return. If a handling fee was charged at the time of the purchase of the Goods, the customer will not be entitled to a refund or credit of that handling fee.

7. DELIVERY AND RISK

7.1 The risk in the Goods shall pass to the customer immediately upon delivery or, where the customer is to arrange delivery, when the Goods are collected by the customer or its carrier.

- 7.2 If an order is placed and accepted before 11.00AM, on a day other than a Saturday, Sunday or public holiday, Sentry Medical will endeavour for the order to be delivered to the customer for in stock Goods, within the following times:
- (a) New South Wales (Sydney region) 1-2 business days;
 - (b) Australian Capital Territory (ACT) 1-2 business days;
 - (c) New South Wales (country region) 2-3 business days;
 - (d) Victoria 2-3 business days;
 - (e) South Australia 2-3 business days;
 - (f) Queensland 3-4 business days; and
 - (g) Western Australia, the Northern Territory and Tasmania 5 business days.
- 7.3 Any time stated for delivery is an estimate only. Sentry Medical is not liable for any delay in delivery outside the control of Sentry Medical, nor for any failure to deliver caused by the customer's failure to provide Sentry Medical with adequate delivery instructions or any other instructions relevant to the supply of the goods. This sub-clause 7.3 is subject to any rights the customer may have under the Australian Consumer Law.
- 7.4 Sentry Medical will deliver each order to the location either as specified by the customer in the order or as directed by the customer between the hours of 9am to 5pm on any day Monday to Friday, not including public holidays in the state/territory of delivery.
- 7.5 The customer will inspect the Goods when they are received for defects and damage.

8. TITLE

- 8.1 The property in Goods shall not pass from Sentry Medical until the customer's indebtedness to Sentry Medical pursuant to any invoices from Sentry Medical to the customer in relation to those Goods is paid in full. This authority to sell and use the Goods is revoked immediately if a customer default occurs (as described below) or if Sentry Medical revokes that authority in writing.
- 8.2 The customer shall ensure that the Goods are stored in such a way that they do not become spoilt or damaged. The customer shall notify Sentry Medical in writing of any intended sale of the customer's business, which includes or purports to include the Goods as part of the customer's property. Until payment to Sentry Medical in full, the customer shall not grant any security interest over, lease, assign or otherwise deal with the Goods, except as permitted by these Terms or with the written consent of Sentry Medical.
- 8.3 If the Goods are Free on Loan, products will remain the property of Sentry Medical at all times. The follow applies to Free on Loan products:
- (a) Free on Loan products are valid for the duration of product usage and based upon 90% conversion to Sentry Medical Goods within the range;
 - (b) Sentry provides the Customer the Free on Loan products solely for the purpose of use with other Sentry Medical Goods;
 - (c) If the customer ceases to use Sentry Medical Goods or starts using competitor's Goods with the Free on Loan products, Sentry Medical may request in writing that the Customer either return the Free on Loan products as soon as possible or pay for the Loan Products at their current price.
 - (d) Should the customer cease using Sentry Medical products, the Free on Loan Products must be returned to Sentry Medical as soon as possible upon request;
 - (e) All products on Loan must be maintained accordingly to prevent damage;
 - (f) The Free on Loan Products will be free of charge during this period;
 - (g) Returned Loaned products must be in good working order, free from defects and damage excluding general wear and tear. Products returned in poor working order or that are damaged by the Customer must be purchased at the conclusion of the loan period;
 - (h) Prior to return of the Free on Loan products, they must be decontaminated and confirmed so in writing.

9. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

- 9.1 The customer acknowledges that these Terms constitute a security agreement which creates a security interest under the Personal Property Securities Act 2009 (Cth) ('PPSA') in favour of Sentry Medical in all Goods and their proceeds supplied by Sentry Medical to the customer at any time to secure the payment of all amounts, and the performance of all obligations, owing by the customer to Sentry Medical in connection with any such Goods. The

customer agrees, at its cost, to provide such information, sign such documents and do such other things as Sentry Medical may require in order to enable Sentry Medical to register and perfect that security interest and obtain and maintain a first ranking priority position over the Goods and their proceeds. To the maximum extent permitted by applicable law, the parties agree that:

- (a) the customer waives any right to receive a verification statement under the PPSA in respect of the security interest created by these Terms; and
- (b) the customer waives and, with Sentry Medical's agreement contracts out of, the customer's rights under sections 95, 96, 118, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA. Terms defined in the PPSA shall have the same meaning when used in this clause.

10. ACCOUNT LIMITS (FOR TRADING ACCOUNTS)

- (a) Normally Sentry Medical will allow the customer to purchase and continue to purchase Goods as long as the total of the customer's account does not exceed the customer's pre-approved account limit (if applicable).
- (b) Sentry Medical may require further trade references or reports from the customer and additional information if the customer applies to increase its account limit and to enable Sentry Medical to assess whether that limit should be decreased.
- (c) Sentry Medical may increase or reduce the customer's account limit. Sentry Medical will notify the customer if the account limit is decreased.
- (d) The customer agrees that it will, on Sentry Medical's request, also provide Sentry Medical further supporting documentation for the purpose of assessing the customer's credit worthiness.
- (e) Sentry Medical is not obliged to approve any application for an increase in the limit of the customer's account.

11. CUSTOMER DEFAULT

11.1 If:

- (a) the customer breaches any provision of these Terms (or any other agreement with Sentry Medical) and this constitutes a material breach;
- (b) the customer suffers any bankruptcy or insolvency event (including the appointment of any liquidator, receiver, administrator or similar officer in respect of the customer or any of its assets; any resolution being passed, or order made for the liquidation, receivership, administration, bankruptcy, winding-up or dissolution of the customer; the customer entering into any compromise or arrangement with its creditors; or any analogous event under the laws of any applicable jurisdiction); or
- (c) any event occurs materially and adversely affects the customer's creditworthiness or the customer's ability to comply with its obligations under these Terms,
then without limiting any other right or remedy Sentry Medical may have, Sentry Medical on 5 business days notice to the customer:
 - (a) suspend or terminate any or all existing and future contracts with the customer for the supply of Goods; or
 - (b) suspend, cancel or vary any credit terms.

12. HANDLING

12.1 Consumable medical and surgical supplies: All orders with a value exceeding Sentry Medical's "Handling Free Threshold" will be delivered free of handling charges into the local metropolitan area. Orders less than this threshold will attract a handling charge. The Handling Free Threshold and handling charge may be varied from time to time by Sentry Medical on notice to the customer (which may be by way of notification via Sentry Medical's website). Sentry Medical's customer service staff can advise the customer of the applicable threshold and charges on request. All orders outside the metropolitan area will be subject to handling charges which will be invoiced with the Goods. Customer requests for urgent orders regardless of location may be subject to additional freight and handling costs.

12.2 Bulk items, Equipment and Furniture: The customer shall pay the cost of any freight and or handling costs associated with the delivery of bulk items, equipment or furniture.

12.3 Cold Chain: These products may attract additional handling charges, whether or not the Handling Free Threshold has been met.

13. LIABILITY

13.1 To the maximum extent permitted by law, including the Australian Consumer Law, Sentry Medical's liability for any defect in the goods or their supply or related services (including any breach of warranty) is limited, at Sentry Medical's option:

- (a) in respect of Goods, to repairing or replacing the Goods (or supplying equivalent goods) or paying the cost of repairing or replacing the Goods or supplying equivalent goods; and
- (b) in respect of related services, to supplying the services again or payment of the cost of having the services supplied again.

13.2 A party will not in any circumstances be liable for any consequential, special or indirect loss or damage or for any loss of profit, savings or goodwill.

14. FORCE MAJEURE

14.1 Sentry Medical will not be liable, and the customer will not be entitled to cancel any purchase order, for any delay or failure by Sentry Medical to perform its obligations under these Terms caused by any event or circumstance beyond Sentry Medical's reasonable control (including fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, pandemic or outbreaks, medical or other health emergency, strike, lockout or labour dispute, shortage of fuel, power or raw material, inability to procure stock or transport, or acts or omissions by regulatory authorities).

15. PRIVACY

15.1 The customer consents to Sentry Medical collecting its personal information (as that term is defined in the Privacy Act 1988 (Cth)) in order to provide the customer with Goods or services requested. Without this information, Sentry Medical cannot provide Goods and services under these Terms.

15.2 Sentry Medical may contact the customer with marketing material about Sentry Medical and Sentry Medical's related businesses that may interest the customer. Sentry Medical may disclose the customer's personal information to its related companies and to third parties who provide Sentry Medical with (or help Sentry Medical provide) products and services and to health care information services providers who may use it. Sentry Medical may provide information to its information technology providers in locations outside the customer's state or territory and to locations overseas such as New Zealand, the USA and Canada.

15.3 Except where Sentry Medical may refuse access as permitted by law, the customer can gain access to the personal information Sentry Medical holds about the customer. Sentry Medical's privacy policy (available at <https://www.sentrymedical.com.au/>) states how the customer can seek to access or correct any personal information Sentry Medical holds about the customer, how to complain about a privacy breach by Sentry Medical and how Sentry Medical will deal with a privacy complaint. You can contact us at sales@sentrymedical.com.au.

16. RESUPPLY

16.1 The customer must not resupply the Goods outside Australia without Sentry Medical's prior written consent.

17 MISCELLANEOUS

17.1 Nothing contained in these terms and conditions shall exclude or modify the application of any condition, warranty or liability which is imposed by the provisions of any relevant legislation, including the Australian Consumer Law, to the extent to which any such conditions, warranties or liabilities cannot lawfully be excluded.

17.2 The customer will no later than 10 business days prior to any proposed change of ownership, change in its particulars, and any alteration or addition to shareholders or directors, notify Sentry Medical in writing of the proposed change.

17.3 The proper law relating to the supply of the Goods is the law of the State of New South Wales and Sentry Medical and the customer agree to submit to the jurisdiction of the Courts of that State.

17.4 Unless Sentry Medical agrees in writing, no waiver, variation or addition to these terms shall have any effect whatsoever.

17.5 Sentry Medical may assign its rights and obligations to another person, but only if the assignee is able to perform all of Sentry Medical's obligations. The customer may not assign any of its rights and obligations to any person without the prior written consent of Sentry Medical (such consent will not be unreasonably withheld).

17.6 The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) shall not apply to the sale and purchase of the Goods.

17.7 In these terms, "business day" means a day on which banks are open for business in the State of New South Wales.

17.8 This clause applies if the customer is a trustee and whether or not Sentry Medical has notice of the trust.

- (a) Where the customer comprises two or more persons and any of those persons is a trustee this clause applies to such trustee.
- (b) The customer agrees that even though it enters into these terms as trustee of the trust, the customer also shall be liable personally for the performance and observance of every covenant to be observed and performed by the customer expressed or implied in these terms.
- (c) The customer warrants it has complete, valid and unfettered power to enter into these terms pursuant to the provisions of the trust and warrants that its entry into these terms is in the due administration of the trust.
- (d) The customer covenants it has a right of indemnity against the property of the trust and it has not, and in the future will not be, excluded, modified, released, lost or diminished (whether by agreement, breach of trust or otherwise).
- (e) The customer shall not, without Sentry Medical's prior written consent (such consent will not be unreasonably withheld):
 - 1.1 (i) resign or be removed as trustee of the trust or appoint or allow the appointment of a new or additional trustee of the trust;
 - 1.2 (ii) amend or revoke any of the terms of the trust;
 - 1.3 (iii) vest or distribute the property of the trust or advance or distribute any capital of the trust to a beneficiary or resettle any of the property of the trust;
 - 1.4 (iv) permit a beneficiary to have the use, occupation, employment or possession of the property of the trust;
 - 1.5 (v) do or permit or omit to do an act or thing in breach of the trust or which would permit the trustee to be removed as trustee of the trust;
 - 1.6 (vi) exercise or permit or allow to be exercised a power to change the vesting date of the trust or provide for an early determination of the trust;
 - 1.7 (vii) lend any money, give any guarantee or incur any debt other than in the ordinary course of business of the trust; or
 - 1.8 (viii) pay any of the income of the trust to any beneficiary of the trust if such payment will prejudice or affect the customer's ability to pay all monies due to Sentry Medical.