



Awa Medical Limited

TERMS & CONDITIONS OF SALE

All products and services are supplied on the following terms:

1. Application

- 1.1 These terms apply to all contracts for the sale of products and services by Awa Medical Limited (Awa Medical Ltd).
- 1.2 No amendment, alteration, waiver or cancellation of any of these Terms is binding on the Company unless confirmed by the Company in writing.
- 1.3 The Customer acknowledges that no employee or agent of the Company has any right to take any representation, warranty or promise in relation to the Goods or the sale of the Goods other than as contained in these Terms

2. Owner

- 2.1 Awa Medical Ltd retain ownership and hold a security interest in all products until you have paid us in full for all products and services provided to you. While we retain ownership, you will store all products in such a way that our interests are protected and they can be identified as provided by us.
- 2.2 Where applicable, we own all existing and new intellectual property rights connected to the products and services.

3. Products and Services

- 3.1 "Product(s)" and "Service(s)" means and includes without limitation:
 - PPE Consumables, Gloves, Sanitisers, Disinfectants, Wipes, any product / service offered by Awa Medical Ltd.
 - Wholesales, distribution, supply, labour and delivery; and
 - Agency fees, charges and out of pocket expenses incurred by us, identifiable in any document or electronic record issued by either party (all of which are deemed to be incorporated into and form part of this agreement) or as ours by marking or manner of storage.

4. Prices

- 4.1 All products and services will be charged at rates applicable at the date of billing. The customer must pay the prices charged.
- 4.2 Unless otherwise stated all prices are exclusive of GST and other taxes must be paid by the customer.
- 4.3 Awa Medical Ltd reserves the right to amend any discount structure applying to your account any time, without notice to you.

5. Payment Terms

- 5.1 You agree to pay us in full and without set-off, deduction, counterclaim or retention;
 - For credit account holders – on or before the 20th day following the date of our invoice
 - For those without credit accounts – on delivery/pick up of the products;
 - Interest on any amount you owe immediately after the due date at 2.5% per month/part month;
 - Expenses incurred as a result of enforcing any of our rights contained in this agreement including PPSR registration, debt collection and legal fees; and
 - A deposit may be required.
- 5.2 If payment is not able to be made by the customer on the due date, Awa Medical Ltd may suspend or terminate supply.
- 5.3 You agree to us allocating or reallocating any payment received from you towards any invoice. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.
- 5.4 You will be responsible for payment if a third party that you expect to pay you or us fails to pay.

6. Retention of Title

- 6.1 Notwithstanding any of credit or the passing of risk in the Goods supplied by us to you, ownership in any Goods supplied by us shall not pass to you until the Amount Owing has been paid in full or until you resell the Goods pursuant to the authority granted below.
- 6.2 We authorise you, in the ordinary course of the Your business, to use the Goods or sell them for full consideration. This authority is revoked immediately if:
 - a) You default in these terms and conditions; or
 - b) We notify you in writing that this authority is revoked
- 6.3 You irrevocably give us licence without the necessity of giving any notice to enter all premises at which we on reasonable grounds believe the Goods to be stored, to inspect, remove, or repossess any Goods supplied by us and not paid for by You. We shall not be liable for costs, damages or expenses or any other moneys or losses suffered by you or any third party as a result of this action. You shall indemnify us for any liability we suffer as a result of such actions.
- 6.4 We may bring an action for the Amount Owing on the Goods sold despite the fact ownership of the Goods may not have passed to you.
- 6.5 The Security Interest created under these Terms extends to the proceeds from selling the Goods and extends to any product or mass into which

the Goods sold are processed or commingled and maintains its priority if the Goods become part of an accession.

7. Quotes

- 7.1 All quotes will be exclusive of GST and remain valid thirty (30) days from the date of issue, unless stated otherwise.
- 7.2 You will be responsible for increased costs resulting from any subsequent changes to a quote due to any inadequate or inaccurate information, request/requirement for additional products and services or variations.
- 7.3 You can only accept quotes in writing and we may withdraw a quote at any time prior to your acceptance.
- 7.4 We may alter the quote due to circumstances beyond our control or clerical or computer error.

8. Deliver and Risk of Goods

- 8.1 Unless specified in writing:
 - a) Delivery costs are not included in the quote unless specifically noted; and
 - b) Delivery shall be deemed complete when We give possession of the Goods to You at Our premises or to a carrier for delivery to You, or as You have directed. Risk in the Goods passes to You at that point. Title will not pass in the Goods until payment is received in full.
- 8.2 Where we do agree to deliver or arrange delivery of the Goods for You:
 - a) You will be liable for the Goods during transit; and
 - b) We will attempt to meet any reasonable delivery or target completion date(s) made known to Us or agreed by Us. In the absence of any agreed date(s), We will deliver the Goods and/or complete Our work within a reasonable time. Unless expressly agreed We will not be liable for liquidated or any other damages caused by delivery or completion delays
 - c) We reserve the right to deliver the Goods by instalments and each instalment shall be deemed to be a separate contract subject to the same conditions as the main contract. Failure by Us to deliver one or more instalment, shall not entitle You to cancel any contract relating to the Goods. If You request and We agree to a delay in delivery, risk shall pass upon the date of Your request for such delay.
 - d) The time for completion of delivery shall be extended for any event directly or indirectly causing delay including but not limited to: access, weather conditions, labour disputes, strikes, accidents, fire, changed work sequence, lack of information or approvals, or for any suspension of work.
 - e) Should it be necessary, due to circumstances beyond Our reasonable control, to engage other resources or to work outside ordinary working hours (7.30am to 5pm on "working days" as defined in the CCA) to endeavour to meet Your completion target, any extra cost incurred will be an agreed variation.

9. Cancellation of Orders

- 9.1 No claims for returns, variations or cancellation will be accepted once Goods have been converted in any way. We shall be at liberty to decline or refuse such a request as We think fit. We shall be entitled to charge a re-stocking fee for any returns or variations we accept.
- 9.2 Returns will only be accepted if the Goods are not in accordance with Your order and are returned intact and undamaged within 7 days of receipt of Goods. You shall afford Us the opportunity to inspect the Goods within a reasonable time. If You fail to comply with this provision, the Goods shall be conclusively presumed to be in accordance with these terms and conditions and free from any defect or damage.
- 9.3 You may not cancel or vary any order or part of it without Our written consent. If You do so, in addition to any other rights We have, We may retain any deposit paid. You will be liable for all costs or losses (including profit and time) incurred by Us as a result of You varying or cancelling any order.
- 9.4 We may at any time and without reason or notice to You and/or any Guarantor cancel without liability, any agreement either in whole or part for the supply of Goods to You. Any cancellation or suspension under this clause shall not affect Our claim for any amount owing or for any damages for any breach of Your obligations under this contract.

10. Warranties and Limitations

- 10.1 Manufacturers and third-party warranties (where applicable).
- 10.2 On discovery of any defect in the Goods, the Customer must immediately notify the Company in writing of such defect. The Customer must not carry out any remedial work to alleged defective Goods without first obtaining the written consent of the Company to do so.
- 10.3 If you are in trade and/or are a business you agree that the parties contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 and Contract and Commercial Act 2017 to the extent permissible by law.



- 10.4 The Customer expressly acknowledges and agrees that it has not relied upon, and the Company is not liable for any advice given by the Company, its employees, agents or representatives in relation to the suitability for any purpose of the Goods.
- 10.5 We are not liable for delay or failure to perform our obligations if the cause is beyond our reasonable control such as importation and supplier delays.
- 10.6 Samples shown to you may differ from products supplied to you.
- 10.7 This warranty is limited to the original purchaser and is not transferable unless Awa Medical Ltd is notified of the move and the new owner/location details.
- 10.8 Warranty excludes failures or defects resulting from misuse and abuse of products.
- 10.9 Awa Medical Ltd have made every effort to explain the benefits of its products. In supplying the requested products, we assume no responsibility for the products suitability for a particular purpose. The customer must familiarise themselves with the specifics of the product and the suitability of that product to meet their purpose.
- 10.10 Awa Medical Ltd accepts no liability for any direct, indirect or consequential loss of any kind. Including any loss of product due to any cause or failure whatsoever, whether due to mechanical failure or human error.
- 11. Variation of Products or Services**
All requests and orders are subject to these terms and conditions and no products or services may be varied unless both parties agree to the variation in writing prior to dispatch. If we have reasonably relied on your original instructions then you will be responsible for payment of the original price of the products and services.
- 12. Health and Safety and the Environment**
12.1 We will comply with all relevant health and safety requirements and with any site-specific safety requirements notified to us. You will inform us of any hazards in the workplace to which we may be exposed in working on designated premises, and will provide a site-specific safety plan if so requested. We may refuse to perform work if at our sole discretion we are not satisfied that it can be performed safely.
- 12.2 You acknowledge and understand that:
a) Safety instructions and associated hazard information have been provided by us and where applicable that safety equipment has been offered.
b) Misuse and neglect of the Goods may cause harm to the environment and You undertake to comply with all statutory laws relating to safety and protection of the environment.
- 12.3 You shall and hereby agree to ensure that the Goods are used within the safety and environmental instructions provided by us or the manufacturer and only for the purpose and within the capacity for which they were designed.
- 13. Miscellaneous**
13.1 This agreement is governed by the laws of New Zealand.
13.2 We may outsource (contract out) part of the work required to perform our service; you agree to pay for all amounts due in connection with the same.
13.3 Neither party may assign or transfer their rights or obligations under this agreement to any other party without prior written consent.
13.4 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
13.5 Documentation related to this agreement may be served on you by email.
13.6 By purchasing products or having work undertaken the customer is deemed to have accepted these Terms and Conditions of Sale.
13.7 These Terms of Trade may be varied by Awa Medical Ltd, at any time without notice to the customer. New Terms of Trade will be enforceable by Awa Medical Ltd from the date they were provided to the customer.
13.8 Without limiting any other provisions of these terms, we shall not be liable for any claims resulting from Our delay or failure in the performance of any obligation or the exercise of any right as a result of a Force Majeure Event.
13.9 Nothing in the Terms and Conditions Agreement shall excuse payment of any Amount Owing due by You or which becomes due under these terms and the occurrence of a force majeure event shall not give you a right to cancel any agreement with Us.