

TERMS & CONDITIONS

1. **Definitions** - In the following Terms and conditions of Sale the "AMA" shall mean AMA Services (WA) Pty Ltd (ACN 008 671 458) and any related body corporate of the AMA within the meaning of Section 50 of the Corporations Law and the "the customer" shall mean the entity purchasing the goods the subject of these terms and conditions of sale.
2. **General** - The only contractual terms which are binding upon the AMA are those set forth herein or otherwise agreed to in writing by the AMA and those, if any, which are imposed by law and which cannot be excluded. These terms and conditions and any contract including them shall be governed by the laws of Western Australia and the AMA and the Customer submit to the jurisdiction of the Courts of that State.
3. **Price List** - The Price List shall not be construed or operate as an offer or obligation to sell but shall be an invitation to treat only and the AMA reserves the right to accept or reject in its absolute discretion any orders which may be received by it. The prices shown in the Price List are subject to alteration without notice.
4. **Delivery** - A standard delivery charge applies and may vary from time to time unless otherwise notified to the Customer. Partial Delivery - If the AMA is unable to supply the Customer's total order these terms and conditions will continue to apply. Back orders will be supplied to the Customer at the prices and on the terms and conditions applying at the time the original order is accepted by the AMA. Delivery charges are subject to alteration without notice.
5. **Acceptance** - The Customer shall inspect the goods forthwith upon delivery and shall within 7 days from the date of inspection give written notice to the AMA of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with the contract. If the Customer shall fail to give such notice then to the extent permitted by statute the goods shall be deemed to have been accepted by the Customer shall pay for the goods in accordance with the provisions hereof. All returns must be approved by the AMA.
6. **Payment** - Payment for goods sold by the AMA to the Customer shall be tendered on or before the last day of the month following the month in which the goods are delivered or the services are provided, unless otherwise agreed to by the AMA in writing. Payment shall be deemed to have been made:-
 - (a) if cash is tendered - on the date it is tendered; and
 - (b) if a cheque (bank or otherwise) or other negotiable instrument is tendered - on the date upon which such cheque or other negotiable instrument is negotiated and cleared by the AMA's bankers.
 - (c) if a credit card is tendered when the credit facility makes payment against the credit claim.
7. **Remedies for late Payment** - If the Customer defaults in making payment to the AMA in accordance with these terms and conditions the AMA may in its absolute discretion:-
 - (a) charge the Customer interest calculated on the portion of the Customer's account overdue from time to time at the rate of 1.5% per month from the date on which such default arose;
 - (b) any expenses, costs or disbursements incurred by the AMA in recovering any outstanding monies including debt collection commission, charges, legal fees, along with all solicitors costs incurred by the AMA shall be paid by the customer;
 - (c) suspend credit facilities on future purchases until such time as payment for outstanding amounts are received; or
 - (d) suspend all further deliveries until payment in full is made or cancel the contract as regards and goods which remain to be delivered.
8. **Application of Payments** - Any payments tendered by the Customer to the AMA shall be applied as follows:
 - (a) firstly as reimbursement for any collection costs incurred by the AMA in accordance with Clause 7(b) hereof;
 - (b) secondly in payment of any interest charged to the Customer in accordance with Clause 7(a) hereof; and
 - (c) thirdly in satisfaction or part satisfaction of the oldest portion of the Customer's account.
9. **Risk** - Goods supplied by the AMA to the Customer shall be at the Customer's risk immediately on delivery to the Customer or into the Customer's custody (whichever is the sooner).
10. **Title** - Property in the goods supplied by the AMA to the Customer pursuant to these terms and conditions will not pass to the Customer until those goods and all other goods supplied by the AMA to the Customer have been paid for in full.

If the Customer breaches this contract, until the goods have been paid for in full:-

- (1) the Customer shall store the goods in such manner as to show clearly that they are the property of the AMA; and
- (2) the Customer may sell the goods, in the ordinary course of its business, as agent and in a fiduciary capacity for the AMA and shall account to the AMA for the proceeds (including any proceeds from insurance claims) which shall be kept in a separate bank account.

The Customer irrevocably authorises the AMA at any time, to enter any premises upon which:-

- (1)
 - (a) inspect the goods; and/or
 - (b) if the Customer has breached the contract, reclaim possession of the goods;
- (2) the Customer's records pertaining to the goods are held to inspect and copy such records.

The Customer and the AMA agree that the provisions of this clause apply notwithstanding any arrangement between the parties under which the AMA grants the Customer credit.

11. **Warranties** - The only conditions and warranties which are binding on the AMA in respect of the state, quality or condition of the goods supplied by it to the Customer and/or in respect of advice, recommendation(s) or information supplied by it, its employees, servants or agents to the Customer regarding the goods, their use and application are those imposed and required to be binding by statute (including the Trade Practices Act 1974) and to the extent permitted thereby the liability, if any, of the AMA arising from the breach of such conditions or warranties shall, at the AMA's option, be limited to and completely discharged in the case of the goods by either the supply by the AMA of equivalent goods or the replacement by the AMA of the goods supplied to the Customer and in the case of advice, recommendation(s) or information by the supplying of the advice, recommendation(s) or information again and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause be binding on the AMA are hereby expressly excluded and negated. Except to the extent provided immediately above the AMA shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and/or advice, recommendation(s) or information and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by resulting directly or indirectly from any failure, defect or deficiency of whatsoever nature or kind of or in the goods and/or advice, recommendation(s), information or services.
12. **Goods and Services Tax** - All prices shown in the price list are exclusive of GST. If GST is applicable to any goods or services listed on the price list, AMA Medical Products is entitled to charge GST in addition to the quoted prices. The customer agrees to pay AMA Medical Products such GST charge in the same manner and at the same time as the payment for the goods or services. AMA Medical Products agrees to issue tax invoices in accordance with the relevant legislation and regulations that apply from time to time governing the issue of such tax invoices. In the price list, GST means a Goods and Services Tax, Value Added Tax, Consumption Tax or similar tax.
13. If any part of this Agreement is or becomes void or unenforceable then that part shall be severed from this Agreement so that all parts that are now or shall not hereafter become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

I/We consent to AMA Services (WA) Pty Ltd (the AMA);

1. (a) making such enquiries as the AMA deems necessary including but not limited to making enquiries of and obtaining reports from persons nominated as trading credit references, bankers and financiers, credit providers, mortgage and trade insurers and credit reporting agencies (the information sources);

(b) obtaining from the information sources such information as is requested by the AMA on my/our credit worthiness and general financial position;

(c) disclosing the content of any report from an information source in whole or in part to any credit reporting agency for the purpose of allowing that credit reporting agency to create or add to any credit information file or database in relation to me/us.
2. I/We acknowledge having received and read a copy of the AMA's trading terms and conditions and agree that those trading terms and conditions will govern the supply of the AMA's product to me/us to the exclusion of all other terms and conditions. I/We further acknowledge that the AMA's trading terms and conditions may be amended at any time by the AMA by written notice to me/us.
3. I/We warrant that all information provided concerning the Applicant in this Application for Credit is true and correct. I/We agree to advise the AMA in writing of any change in any of the information provided.

Name of Authorised Company Officer: _____

Signature: _____ Dated: _____

AMA OFFICE USE ONLY:

DATE: _____ CUSTOMER A/C: _____ TERRITORY: _____

LIMIT: _____ APPROVED BY: _____ CUST TYPE: _____

COMMENTS:

