

TERMS AND CONDITIONS OF SALE

19/10/2026

These Terms and Conditions of Sale (Terms) apply to every supply of Goods by us to you, unless we agree otherwise in writing. Each supply of Goods made after you accept these Terms is made under the supply agreement formed by these Terms and the relevant accepted Order and does not create a new or separate agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In these Terms, unless the contrary intention appears:

ACL	means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
Additional Charges	means all delivery, freight, handling and storage charges, GST, stamp duty, Default Interest, legal and other costs of recovering unpaid money, other government charges, and any other amount (other than the Purchase Price) payable by you to us in connection with the supply of the Goods.
Business Day	means a day other than a Saturday, Sunday or public holiday in New South Wales.
Buy In/Non-Returnable Goods	means Goods that we do not ordinarily hold in stock and order in specifically to fulfil your Order, or Goods identified as non-returnable in the Quote, Order confirmation or invoice.
Capital Equipment	means equipment identified as capital equipment in the Quote.
Default Event	has the meaning given in clause 19.1.
Default Interest	means interest payable under clause 7.1.
Delivery	has the meaning given in clause 8.1, and Delivery Date means the date on which Delivery occurs.
Dispatch	means the Goods leaving our premises or being handed to a carrier for delivery to you.
Force Majeure Event	has the meaning given in clause 23.3.
Goods	means the goods supplied or to be supplied by us to you, as described in the Quote, Order or invoice, and includes any services we provide to you in connection with them (including installation).
GST and GST Law	have the meanings given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Order	means an order for Goods placed by you with us in accordance with clause 4.4.
PPSA	means the Personal Property Securities Act 2009 (Cth), and PPSR means the register established under it.
Purchase Price	means the price for the Goods determined under clause 5.1.

Quote	means a quotation provided by us under clause 4.2.
Security Interest	has the meaning given in the PPSA.
Terms	means these terms and conditions of sale.
Written Notice	means notice in writing (including by email) given in accordance with clause 23.4.
We, us and our	means ECOMED Trading ABN 56 414 976 841 and its successors and permitted assigns.
You and your	means the customer named in the Order or account application, or otherwise the person to or for whom we supply the Goods, and its successors and permitted assigns.

- 1.2 Interpretation:** Headings are for convenience only. The words "including" and "includes" are not words of limitation. A reference to legislation includes that legislation as amended or replaced.

2. APPLICATION AND ACCEPTANCE

- 2.1 Application of Terms:** These Terms apply to the supply of all Goods by us to you from the date you accept these Terms. They apply to the exclusion of, and override, any terms contained in your purchase order or other documents, unless we agree otherwise in writing.
- 2.2 Your acceptance:** You accept these Terms when, whichever occurs first:
- (a) you submit an Order to us by phone or email;
 - (b) you accept Delivery of all or any part of the Goods in an Order; or
 - (c) you make payment, or part payment, for any Goods supplied by us.
- 2.3 Our acceptance of Orders:** An Order is binding on us and you only once we accept it. We accept an Order when:
- (a) we confirm acceptance in writing (including by email); or
 - (b) we supply the Goods in accordance with the Order.
- 2.4 Partial acceptance:** We may accept part only of an Order by notifying you in writing or by delivering part of the Goods.

3. IMPORTANT DISCLOSURES

- 3.1** For the purposes of section 47A of the Fair Trading Act 1987 (NSW), we disclose to consumers (as defined in the ACL) the substance and effect of the following provisions of these Terms:
- (a) clause 7.4 allows us to revoke your credit account or payment arrangements at any time;
 - (b) clauses 15 and 16 grant us a Security Interest in the Goods supplied by us to you, including all related proceeds, as security for payment of any amount relating to the Goods;
 - (c) clause 13 contains certain limitations and exclusions of our liability;
 - (d) clause 23.2 contains an indemnity in our favour for certain claims, liabilities, losses, expenses and damages; and

- (e) clause 19.2 provides that, if a Default Event occurs, you must immediately pay any outstanding money owed to us and we may cancel any outstanding Orders.

4. QUOTES AND ORDERS

- 4.1 Requesting a Quote:** You may request a Quote from us for the potential supply of Goods.
- 4.2 Providing a Quote:** We may provide you with a Quote. A Quote may include the price and quantity of the Goods and other relevant details, including delivery costs.
- 4.3 Validity of Quote:** Unless agreed otherwise, a Quote is valid for 30 days. We may withdraw a Quote at any time before we accept your Order.
- 4.4 Placing an Order:** If our Quote is acceptable to you, you may place an Order verbally or in writing. An Order becomes binding when we accept it under clause 2.3, and may only be cancelled in accordance with clause 9.

5. PRICE

- 5.1 Price:** The price payable for the Goods (Purchase Price) is:
- (a) the price stated in our Quote or in the accepted Order;
 - (b) if there is none, our list price as at the Delivery Date; or
 - (c) any other price agreed in writing between you and us before Delivery.
- 5.2 Amounts payable:** You must pay us the Purchase Price and all Additional Charges.
- 5.3 Exclusions:** Unless stated otherwise, prices are in Australian dollars and exclude GST, freight and other Additional Charges, which are payable by you in addition to the price.
- 5.4 Indicative prices:** Prices published outside a Quote (for example, in catalogues or price lists) are indicative only and subject to change.
- 5.5 No set-off:** You must pay all amounts payable under these Terms without set-off or counterclaim of any kind.

6. PAYMENT

- 6.1 Payment methods:** We accept payment by electronic funds transfer (EFT), Visa and Mastercard credit cards, and cheque.
- 6.2 Customers without a credit account:** If you do not hold a credit account with us, you must pay for the Goods in full before Dispatch, unless we agree otherwise in writing.
- 6.3 Credit accounts:** If we have agreed to supply Goods to you on credit terms, you must pay all amounts (including GST and any applicable Additional Charges) in full within 30 days after the date of the invoice, unless we agree otherwise in writing.
- 6.4 Cheques:** Cheques must be made payable to ECOMED Trading and sent to 5/30 Foundry Road, Seven Hills NSW 2147.
- 6.5 Capital Equipment deposits:** For any single unit of Capital Equipment with a purchase price of \$40,000 or more (excluding GST), the following payments will apply:
- (a) a non-refundable deposit of 50% of the total purchase price when you place the Order; and

- (b) the remainder of the purchase price as follows:
 - (i) new customers: the remaining 50% before Delivery; or
 - (ii) account holders: a further 30% before Delivery, and the remaining 20% on successful Delivery and installation.

The deposit will be refunded if we are unable to supply the Capital Equipment, or where the law requires.

7. PAYMENT DEFAULT

- 7.1 Default Interest:** If you fail to pay any amount by its due date, we may charge interest on the overdue amount at the rate of 1.5% per month (or part of a month).
- 7.2 Payment of Default Interest:** Default Interest is:
 - (a) payable on demand; and
 - (b) calculated daily from the due date until the date the overdue amount is paid in full.
- 7.3 Costs of enforcement:** You must pay any reasonable costs we incur in recovering overdue amounts, including debt collection and legal costs.
- 7.4 Revocation of credit:** We may suspend or revoke any credit extended to you at any time, including if you fail to make a payment when due.

8. DELIVERY AND RISK

- 8.1 Delivery:** Delivery occurs when you collect the Goods, or when we deliver the Goods to you, your agent or nominee, or to a carrier engaged on your behalf, at the place you specify or as otherwise agreed.
- 8.2 Cost of delivery:** We may charge you the cost of delivering the Goods and, where possible, will include it in the Quote. You must pay any further costs incurred after Delivery.
- 8.3 Freight for heavy, large or sensitive Goods:** If your Order includes Goods that are heavy, bulky, fragile or otherwise require special handling, before Dispatch:
 - (a) we will tell you the applicable freight charges; and
 - (b) unless agreed otherwise, you must pay those freight charges before Dispatch.
- 8.4 Instalments:** We may deliver the Goods in instalments. Each instalment is treated as a separate supply, and payment for each instalment is a condition of Delivery of the next instalment.
- 8.5 Risk:** Risk of loss of or damage to the Goods passes to you on Delivery. Title to the Goods passes in accordance with clause 15.
- 8.6 Availability:** The supply of all Goods is subject to availability.
- 8.7 Delivery times and delay:** Delivery times we quote are estimates only. We will use reasonable efforts to deliver the Goods by the date and to the place you specify. Subject to clause 14, if Delivery is delayed:
 - (a) we are not liable for late delivery or delay in delivery; and
 - (b) the delay does not entitle you to cancel an Order or terminate these Terms, and does not relieve you of your obligation to accept and pay for the Goods.

9. CANCELLATION OF AN ORDER

- 9.1 Cancellation by notice:** You may cancel an Order by Written Notice if all of the following apply:
- (a) we have not yet Dispatched the Goods;
 - (b) the Order does not include Buy In/Non-Returnable Goods; and
 - (c) the Order was placed within the previous 28 days.
- 9.2 Other cancellations:** Otherwise, you may not cancel an Order that we have accepted, in whole or in part, without our prior written approval, which we may refuse in our absolute discretion.
- 9.3 Amounts owing:** If you cancel an Order, all amounts owing for Goods already delivered become immediately payable.

10. INSPECTION, SHORT DELIVERY AND RETURNS

- 10.1 Inspection:** You must inspect the Goods immediately on Delivery.
- 10.2 Notice of damaged, defective or incorrect Goods:** Without limiting your rights under the ACL, if any Goods were damaged, defective or incorrect when delivered, you must give us Written Notice within 3 Business Days after the Delivery Date.
- 10.3 Short delivery:** Any claim for short delivery must be made by Written Notice within 7 days after the Delivery Date.
- 10.4 Our response:** If you give notice under clause 10.2:
- (a) we may require you to return the relevant Goods for inspection, and may reimburse your reasonable return costs if we are satisfied the Goods were damaged, defective or incorrect;
 - (b) if you establish to our reasonable satisfaction that the Goods were delivered damaged or defective, we will (at our election) replace the Goods or refund the purchase price by credit note or credit card refund, against return of the Goods; and
 - (c) if you establish that we delivered incorrect Goods, we will replace them with the correct Goods at our cost.
- 10.5 Accepting our offer:** To accept an offer of a refund or replacement, you must return the relevant Goods in their original condition and packaging within 7 days after receiving our offer.
- 10.6 Return Goods Authorisation:** We will issue a Return Goods Authorisation (RGA) number for each approved return. You must quote the RGA number and include it with the returned Goods.
- 10.7 Deemed acceptance:** If you do not give Written Notice in accordance with clause 10.2, the Goods are presumed to comply with your Order and to be free from any defect that would have been apparent on reasonable inspection, and you are taken to have accepted them.
- 10.8 Other returns:** Apart from returns of damaged, defective or incorrect Goods, we will accept a return of Goods only with our prior written agreement. We will not accept the return of Goods that are incomplete, not in their original unopened packaging, or not in their original condition.
- 10.9 Returns not accepted:** We will not accept the return of Buy In/Non-Returnable Goods unless they are damaged, defective or incorrect.

- 10.10 Short expiry:** Returns of Goods with a short expiry date (an expiry date no more than 3 months after the date of invoice) will be considered case by case.
- 10.11 Warranty claims:** Warranty claims for defective Goods will be handled in accordance with clause 12, the manufacturer's warranty policy and applicable law.
- 10.12 Freight and restocking:** Freight charged on the original invoice may not be credited. Returns under clause 10.8 are subject to a restocking fee of up to 30% of the Purchase Price of the returned Goods, plus any applicable freight and handling charges.
- 10.13 Faulty or incorrect Goods:** Clauses 10.8 and 10.12 do not apply to Goods that are faulty, damaged on delivery or incorrectly supplied, and do not limit your rights under clause 14.

11. INSTALLATION

- 11.1 When we install:** We are responsible for installing the Goods only where installation is specified in our Quote or the accepted Order.
- 11.2 Site preparation:** We will notify you of the installation date. You must ensure that on that date the site is suitable and available for installation, and that the walls, building, doors, electrical wiring and other connections have been correctly prepared so the Goods can be installed, affixed or fitted.
- 11.3 Installation price:** The price for installation assumes normal site conditions, and that the structure, walls, doors, electrical wiring and other connections are properly designed and suitable for installation without alteration, modification or addition. We may charge for any additional work required where this is not the case.
- 11.4 Location of Goods:** You are responsible for ensuring the location of the Goods is suitable and complies with any specifications or recommendations we provide, and with all applicable environmental, safety and other laws and regulations.
- 11.5 Delay in installation:** If we are unable to install the Goods on the notified date for any reason, including unsuitability of the site, we will notify you as soon as possible. Subject to clause 14, we are not liable for any loss you or any other person suffers as a result.
- 11.6 Additional costs:** If we are unable to install the Goods because of any act or omission by you or a Force Majeure Event, we may charge you for:
- (a) storage of the Goods;
 - (b) any additional site visit required to complete the installation, including travel, labour and re-delivery costs; and
 - (c) any other costs we would not otherwise have incurred.

12. WARRANTY AGAINST DEFECTS

- 12.1 Warrantor:** This warranty against defects (Warranty) is provided by ECOMED Trading ABN 56 414 976 841 5/30 Foundry Road, Seven Hills NSW 2147. Phone: +61 (0)2 8834 3431. Email: sales@ecomед.com.au.
- 12.2 Warranty:** Subject to clause 13.7, we warrant that the Goods are free from defects in materials and workmanship.

- 12.3 Warranty period:** The Warranty applies for 12 months from the Delivery Date unless we state otherwise in writing. Where there is no Quote, the warranty period will be stated in writing when the Goods are supplied and on the invoice.
- 12.4 Exclusions:** The Warranty does not cover:
- (a) loss or damage caused by factors beyond our control;
 - (b) Goods that have not been installed by us or maintained in accordance with the maintenance or care instructions;
 - (c) alterations or repairs not performed by us or with our prior written consent;
 - (d) damage or defects caused by unusual, non-recommended or negligent use; or
 - (e) loss or damage incurred in transport or delivery of the Goods after Delivery.
- 12.5 Unauthorised modification:** Modifying the Goods or any of their components can significantly affect their performance or conformance with specifications. Subject to clause 14, any modification not performed or authorised in writing by us voids the Warranty from the date of the modification.
- 12.6 Making a claim:** To make a claim, contact us using the details in clause 12.1 with your invoice number and a reasonable description of the defect. We will tell you whether to return the Goods and how.
- 12.7 Costs of a claim:** Subject to your statutory rights, you are responsible for the cost of sending defective Goods or parts to us for repair or replacement and of their return to you. We will invoice these costs when we return the Goods, payable in accordance with these Terms.
- 12.8 Replacement parts:** A replacement part supplied under the Warranty is covered for the unexpired balance of the original warranty period.
- 12.9 Your rights under the ACL:** The benefits of this Warranty are in addition to other rights and remedies you have under law. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 12.10 No extension of warranty period:** The repair or replacement of any Goods (or any part of the Goods) under warranty does not extend or renew the warranty period, and does not start a new warranty period. Any repaired or replacement Goods or parts are covered only for the remainder of the original warranty period, which continues to run from the original date of Delivery.

13. EXCLUSIONS AND LIMITATIONS

- 13.1 Subject to statutory rights:** The exclusions and limitations in this clause 13 are subject to clause 14.
- 13.2 Excluded terms:** All representations, conditions, guarantees and warranties (whether arising under statute, common law or otherwise) not contained in these Terms are excluded to the fullest extent permitted by law.
- 13.3 Limitations:** Except as expressly provided in these Terms or implied by legislation that cannot be excluded, we give no other warranty as to the quality or condition of the Goods and are not liable for:
- (a) alterations to Goods for which we are not responsible;
 - (b) defects or depreciation caused by wear and tear, accidents, corrosion, dampness, or abnormal conditions;

- (c) damage or failure caused by unusual or non-recommended use, misuse or application of the Goods; or
- (d) loss caused by factors beyond our control.

13.4 Excluded loss: To the extent permitted by law, we are not liable to you or any other person, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for:

- (a) any increased costs or expenses;
- (b) any loss of profit, revenue, business, contracts or anticipated savings, or other economic loss;
- (c) any loss or expense resulting from a claim by a third party; or
- (d) any special, indirect or consequential loss or damage,

arising from any act or omission by us, including any breach or termination of these Terms or an Order, or any failure to complete, or delay in completing, an Order or Delivery of the Goods.

13.5 Total liability: To the extent permitted by law, our total liability for breach of these Terms or any duty at law or in equity is limited, at our option, to:

- (a) in the case of goods:
 - (i) replacing the goods or supplying equivalent goods;
 - (ii) repairing the goods;
 - (iii) paying the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) paying the cost of having the goods repaired; and
- (b) in the case of services:
 - (i) supplying the services again; or
 - (ii) paying the cost of having the services supplied again.

13.6 Your assessment: You agree that:

- (a) you have made and will make your own assessment of the fitness for purpose and suitability of the Goods;
- (b) you do not rely on our skill or judgment, or that of any person who arranged the acquisition of the Goods; and
- (c) you have not made known, and will not make known, to us or the manufacturer the particular purpose for which you acquire the Goods.

13.7 Goods sourced from third parties: If we obtain goods from a third party to fulfil your Order:

- (a) we are not liable for any breach of these Terms caused by or connected with the third party's supply;
- (b) we acquire those goods as your agent and not as principal;
- (c) any claim regarding those goods must be made directly against the third party; and
- (d) you must pay for those goods, and you authorise us to contract on your behalf as we think fit. We are not required to account to you for any commission or benefit we receive from the third party.

We give no warranty for goods supplied by a third party, even where they form part of an Order. Any warranties or other rights are governed by that supplier's terms and applicable law.

14. STATUTORY RIGHTS

14.1 Statutory rights: Certain statutory guarantees, warranties and rights may apply to your purchase of Goods under relevant laws.

- 14.2 No restriction:** Nothing in these Terms excludes, restricts or modifies any condition, warranty, guarantee, right or remedy implied or imposed by the ACL or any other law that cannot lawfully be excluded, restricted or modified.
- 14.3 Limitation where permitted:** Where the ACL allows us to limit our liability for failure to comply with a consumer guarantee, our liability is limited as set out in clause 13.5.
- 14.4 Unfair contract terms:** If any provision of these Terms is unfair within the meaning of the ACL, that provision is void to the extent it is unfair, and the remainder of these Terms continues to apply.

15. RETENTION OF TITLE

- 15.1 Title:** Title to the Goods does not pass to you until we have received payment in full for those Goods and all other amounts you owe us on any account.
- 15.2 Until payment:** Until title passes:
- (a) you may sell the Goods only in the ordinary course of your business, and must not otherwise sell, encumber or deal with them;
 - (b) until the Goods are sold, you hold them as bailee for us and must store them so they are identifiable as our property; and
 - (c) the Goods remain at your risk.
- 15.3 Recovery of Goods:** If a Default Event occurs, we or our agents may:
- (a) without notice, enter your premises, or any premises under your control, to recover the Goods;
 - (b) recover and resell the Goods; and
 - (c) if the Goods cannot be distinguished from similar goods you have, or claim to have, paid for in full, seize all goods matching the description of the Goods and hold them for a reasonable period so that our respective claims can be established.
- We must promptly return any goods that belong to you. We are not liable for any loss of or damage to the goods, or to your business, arising from the seizure.
- 15.4 Proceeds of manufacture:** If you use the Goods in a manufacturing or construction process of your own or of a third party, you hold the part of the proceeds of sale that relates to the Goods on trust for us. That part is equal to the amount you owe us when the proceeds are received. You must pay those funds to us on demand.

16. SECURITY INTEREST (PPSA)

- 16.1 Defined terms:** Capitalised terms used in this clause 16 and not otherwise defined have the meanings given in the PPSA.
- 16.2 Security Agreement:** These Terms are a Security Agreement under which you, as Grantor, grant us:
- (a) a Purchase Money Security Interest over the Collateral (being the Goods) supplied or to be supplied to you, now or in the future; and
 - (b) a Security Interest over the Proceeds of sale of that Collateral, as original collateral, to secure payment of all amounts you owe us.

- 16.3 Classification:** The Goods fall within the PPSA classification of "other goods", and the Proceeds of sale of the Goods fall within the PPSA classification of "accounts".
- 16.4 Registration:** You consent to us, as Secured Party, registering our Security Interest in the Collateral and the Proceeds on the PPSR. You must promptly sign any documents and provide any information we reasonably require for that purpose.
- 16.5 Costs:** You must indemnify us on demand for all costs and expenses (including legal costs on a solicitor and own client basis) associated with:
- (a) registering, amending or discharging any Financing Statement registered by or on our behalf; and
 - (b) enforcing or attempting to enforce any Security Interest you have granted to us.
- 16.6 Contracting out:** To the extent permitted by law, you waive your right to receive a Verification Statement in relation to any Financing Statement or Financing Change Statement, and sections 118, 121(4) and 125 of the PPSA do not apply. You also waive your rights under the PPSA to:
- (a) receive notice of removal of an Accession (section 95);
 - (b) receive notice of an intention to seize Collateral (section 123);
 - (c) object to a proposal to purchase the Collateral (section 129);
 - (d) receive notice of disposal of Collateral (section 130);
 - (e) receive a Statement of Account following a disposal (section 132(3)(d));
 - (f) receive a Statement of Account if there is no disposal (section 132(4));
 - (g) receive notice of retention of Collateral (section 135);
 - (h) redeem the Collateral (section 142); and
 - (i) reinstate the Security Agreement (section 143).
- 16.7 Application of payments:** We will apply payments received from you in accordance with section 14(6)(c) of the PPSA.

17. GST

- 17.1 Prices exclude GST:** Unless otherwise agreed, prices are exclusive of GST.
- 17.2 GST payable:** You must pay us GST on any taxable supply in addition to the price, at the same time as payment for the Goods.
- 17.3 Tax invoice:** We will issue a tax invoice for each taxable supply to you.
- 17.4 Third party supplies:** If GST is payable on a taxable supply by a third party, we will ask that party to provide you with a tax invoice.

18. PRIVACY

- 18.1** We collect, use and disclose personal information in accordance with our Privacy Policy.

19. DEFAULT AND TERMINATION

19.1 Default Events: A Default Event occurs if:

- (a) you fail to pay any amount by its due date;
- (b) any cheque or other payment from you to us is dishonoured;
- (c) you breach these Terms and do not remedy the breach within 7 days after Written Notice from us;
- (d) you cease to carry on business, stop or suspend payment or state your intention to do so, or are unable to pay your debts as they fall due; or
- (e) you become insolvent or bankrupt, or a liquidator, administrator, receiver or similar officer is appointed to you or any of your assets, or you become subject to any other form of external administration.

19.2 Consequences of default: If a Default Event occurs, we may, without limiting any other rights we have at law or under these Terms:

- (a) withhold further deliveries;
- (b) suspend or revoke any credit extended to you;
- (c) terminate any outstanding Order and any contract for the supply of Goods to you;
- (d) require immediate payment of all amounts owing under these Terms; and
- (e) exercise our rights under clauses 15 and 16.

20. REGULATORY COMPLIANCE AND USE OF GOODS

20.1 Regulated Goods: You acknowledge that the Goods are or may be regulated by the Australian Therapeutic Goods Administration, the New Zealand Medicines and Medical Devices Safety Authority (Medsafe), the US Food and Drug Administration, and any other regulator in the countries where the end users of the Goods are located. You must not use the Goods, or permit them to be used, in any way that does not comply with those regulations.

20.2 Lawful use: You must ensure the Goods are stored, handled and used only for lawful purposes, by appropriately qualified persons, and in accordance with the manufacturer's instructions and applicable laws.

20.3 Licences and approvals: You must obtain any government licences, permits and approvals needed for the installation and use of the Goods.

20.4 Resellers: Where you are a reseller, you represent that you will resell the Goods only to end users who intend to use them for diagnostic purposes, and will not resell them to any other party or for any other purpose.

20.5 Recalls: You must cooperate with us in relation to any product recall or safety notice, including by keeping records sufficient to trace the Goods by batch or serial number and acting promptly on our instructions.

21. ON-SALE

21.1 If you on-sell any Goods to a third party, you must:

- (a) inform the third party of these Terms, to the extent relevant;
- (b) inform the third party of our product warranties, if any; and
- (c) not make any misrepresentation to the third party about the Goods.

22. INTELLECTUAL PROPERTY

- 22.1** Unless otherwise agreed in writing, all intellectual property rights in the Goods and in any Ecomed privately labelled products remain the property of us or our suppliers. You acquire no rights in that intellectual property other than the right to use and resell the Goods in accordance with these Terms.

23. GENERAL

- 23.1 Legal capacity:** You represent and warrant that you have the legal capacity and power to enter into and comply with these Terms.
- 23.2 Indemnity:** To the extent permitted by law, you indemnify us against all liability, damages, losses, costs and expenses (including reasonable legal costs) we suffer or incur arising directly or indirectly from any breach of these Terms by you or your representatives.
- 23.3 Force majeure:** We are not liable for any delay or failure to perform caused by an event beyond our reasonable control (a Force Majeure Event), including supply shortages, manufacturer delays, transport disruption, natural disasters, pandemics, industrial action and government action.
- 23.4 Notices:** Written Notice to us must be sent to sales@ecomед.com.au or to 5/30 Foundry Road, Seven Hills NSW 2147. Written Notice to you may be sent to the email or postal address in your account details or Order.
- 23.5 Variation:** We may amend these Terms by giving you at least 30 days' Written Notice. Amended Terms apply only to Orders placed after the amendment takes effect. Otherwise, these Terms may be varied only by agreement in writing between you and us.
- 23.6 Entire agreement:** These Terms and each accepted Order constitute the entire agreement between you and us in relation to the Goods.
- 23.7 Binding effect:** These Terms bind each party and its successors, administrators and permitted assigns.
- 23.8 Assignment:** We may assign, transfer or subcontract our rights or obligations under these Terms without notice to you. You may not assign, transfer, hold on trust or otherwise deal with your rights or obligations without our prior written consent.
- 23.9 Severability:** If any provision of these Terms is void, invalid, unenforceable or illegal, it is severed to that extent and the remaining provisions continue in full force.
- 23.10 Waiver:** A waiver by us of any of these Terms, or a failure or delay by us in exercising a right or remedy, does not operate as a waiver of that or any other term, right or remedy.
- 23.11 Governing law:** These Terms are governed by the laws of New South Wales and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from those courts.