

## **CONDITIONS OF SALE OF GOODS**

### **1. Basis of Sale**

**1.1** All goods and services sold by N Nicholls trading as MediNat Australia, ABN 53 302 445 531 ("MediNat") are sold only on the basis of these conditions of sale. If any other terms are proposed by the buyer, these conditions prevail to the extent of any inconsistency.

**1.2** Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right of remedy implied by law (including the Trade Practices Act 1974) except to the extent permitted by law.

**1.3** No promise, representation or undertaking in relation to these Conditions shall bind MediNat, unless MediNat expressly agrees otherwise in writing.

### **2. Prices**

**2.1** Unless otherwise stated, all prices are in Australian dollars and are subject to change. Prices exclude delivery and unless otherwise indicated, a handling and delivery charge may be added to each order.

### **3. Ordering Procedures**

**3.1** Orders should be placed directly with MediNat. To ensure rapid processing of orders the buyer should furnish:-

- i) Purchase order number
- ii) Name and address of buyer for shipping and invoicing
- iii) Product catalogue number and name
- iv) Quantity and pack size
- v) Any special packing and shipping instructions

### **4. Terms of Payment**

**4.1** Standard payment terms are payment before delivery unless otherwise negotiated with MediNat. Ongoing late payment will, on issue of notification from MediNat lead to withdrawal and renegotiation of individually negotiated payment terms and conditions.

### **5. Payment Method**

**5.1** Cheque - are to be crossed, marked "Not Negotiable" and made payable to MediNat,

**5.2** EFT- MediNat BSB ----- account number ----- remittance advice to:  
[info@MediNat.com.au](mailto:info@MediNat.com.au),

**5.3** Payment by PayPal –using your PayPal account, MasterCard or Visa.

## **6. Trade Marks, Packaging, etc**

**6.1** Unless otherwise declared in writing at time of sale, goods sold by MediNat must be resold in original packages

**6.2** Where goods are sold under registered trademark, the buyer should note that these are owned by various companies and these companies will strictly enforce any rights (including the right to damages) in respect to any infringement of their trademarks arising in any manner whatsoever. The buyer must not itself use any logo, business name or intellectual property of any other company.

## **7. Instructions for Use, etc**

**7.1** All goods are sold on the condition that the buyer strictly follows the operating instructions including manuals, pack inserts, material safety data etc supplied by the original manufacturer contained within the packaging or provided separately.

## **8. Delivery and Passing of Risk**

**8.1** Risk in the goods shall pass to the buyer upon delivery of the goods/services. Unless otherwise advised by the buyer, MediNat will select the method of shipment of the goods. Where the buyer selects their own method of shipment, risk shall pass to the buyer when the goods leave MediNat's premises.

**8.2** Property and ownership of the goods will not pass to the buyer but will remain with MediNat until payment in full of the purchase price of the goods and all other amounts owing to MediNat by the buyer.

**8.3** Until property passes to the buyer:

- i) The buyer shall hold the goods as fiduciary bailee and agent for MediNat;
- ii) Unless otherwise notified in writing the buyer is authorised to sell the goods in the ordinary course of business, only within Australia;
- iii) After giving forty eight (48) hours notice to the buyer, MediNat shall be entitled to enter upon the premises between 9.00am and 5.00pm to inspect the goods;
- iv) The goods shall be stored separately in a manner to enable them to be identified and cross referenced to particular invoices;
- v) The proceeds of sale of any goods by the buyer shall be kept in a separate account and shall not be mixed with any other moneys, including the funds of the buyer.

## **9. Default by Customer**

**9.1** If the Customer defaults any payment, commits any act of bankruptcy or enters into liquidation whether voluntary or involuntary, MediNat may at its discretion, suspend deliveries or cancel any Contract so far as it remains unperformed without prejudice to its rights hereunder.

**9.2** The occurrence of any such default shall in no way prejudice the rights of MediNat to recover any amounts due for Goods previously supplied to the Buyer.

## **10. Cancellation**

**10.1** No order may be cancelled by the Buyer except with the consent in writing of MediNat and on the condition that the Buyer will indemnify MediNat against all losses from such cancellation.

## **11. Exclusions**

**11.1** MediNat will not be liable for any loss or damage in transit when the buyer selects their own method of shipment.

**11.2** MediNat will not be liable for any failure to perform any contract due directly or indirectly to strikes, fire, explosion, flood, riot, lock-out, unavoidable accident, force majeure, or other cause beyond its reasonable control.

**11.3** MediNat excludes, to the full extent to which it is entitled to do so by law, any and all implied conditions and warranties, together with any liability for any loss or damage, direct or indirect, suffered by the buyer including special, indirect, consequential damage and loss of anticipated profit.

**11.4** Where goods are sold for the purpose of further use and processing prior to the resale by the buyer, any recommendations by MediNat as to such use or processing is for information only and MediNat accepts no responsibility whatsoever for any claim by the buyer and/or the end-user in respect of the finished product incorporating the goods sold.

## **12. Return of Goods**

**12.1** Return of all goods must be authorised by MediNat and be within seven (7) days of receipt of goods by the buyer.

**12.2** Freight charged for the return of goods shall be paid by the buyer except where the goods are recalled by MediNat or where the goods are subject to a fault of manufacture or where the goods have been supplied in error by MediNat.

## **13. Claims**

**13.1** All claims must be notified in writing within seven (7) days of receipt of goods

**13.2** No adjustments will be allowed for out-dated material unless notice is received from the buyer within seven (7) days of receipt of goods. MediNat reserves the right to replace out-dated material instead of allowing an adjustment.

**13.3** If goods are ordered in error by the buyer and are accepted by MediNat for return, a 10% restocking charge may be deducted from the adjustment given.

**13.4** No claims will be considered by MediNat unless the claim specifies the date and the Tax Invoice number and basis of claim

#### **14. Taxes**

**14.1** Goods and Services Tax and any other impost applicable by law to the sale shall be to the buyer's account.