



Customer Conditions of Sale (Terms of Trade)

Vital Resus Australia Pty Ltd gives you an opportunity to purchase goods and services from it's supply, under the following provisions.

Agreement Commencement

- 1.1 This agreement commences from the earlier of the Contract Commencement Date, receipt of a Purchase Order, confirmation of order (verbal or written), the date goods are freighted or the commencement of work.

Ownership of Goods

- 2.1 The goods remain the property of Vital Resus Australia Pty Ltd and you only have a right to use them until full payment for the goods is received by us from you.
- 2.2 The goods will only become your property when you have paid all amounts due under this agreement.

Condition of the Goods on Delivery to you

- 3.1 The goods are considered to be complete and in full working condition unless notified by your Organisation to advise contrarily within forty-eight hours (48) of your physical receipt of the Goods.
- 3.2 For goods incomplete and/or not working and Vital Resus Australia has been notified as above, subject to Freight conditions and insurance, Vital Resus Australia shall endeavour to rectify any equipment deficiency at our expense.
- 3.3 For goods reported faulty or incomplete after 48 hours of receipt, and in the absence of evidence to support any err or equipment malfunction or warranty on behalf of Vital Resus Australia and/or manufacturer, it is understood that whilst Vital Resus Australia shall endeavour to assist you with any problems you may incur, the rectification is at the your Organisations expense.

Account Payments

- 4.1 Invoice payments are due within thirty (30) days from date issued, or thirty days from delivery of the goods, whichever falls due first.

Bank Account For Direct Deposits

Electronic transfer to:

CBA account BSB:	062 827
Account:	1024 6329
Account Name:	Vital Resus Australia Pty Ltd

Payments may also be made by cheque posted to 4a / 311 Hillsborough Road, Warners Bay NSW 2282.

Overdue Payments

- 5.1 Should you experience any difficulty in the payment of your account, we ask that you advise us immediately so that we may have an opportunity to assist you without you incurring any further financial charges by a persisting overdue account.
- 5.2 Payments for invoiced goods supplied to you, which are received after 60 days incur a late payment handling fee of \$50.00+gst of which this fee will accrue monthly (i.e. at 90 days the total handling fee will be \$100.00+gst) until settlement of account in full. Late payments may also accrue interest charges which will be charged at 7% p.a. accruing daily on the outstanding balance.
- 5.3 Accounts that fall 90 days or more in arrears and are passed onto our Debt Collectors or Solicitors for recovery incur a \$100.00+gst administration charge and all other associated Debt Collector or Solicitors fees, court lodgement fees and other recovery expenses. These charges will accrue monthly until settlement of total overdue monies, which fall due for payment by you.

No deductions from Payments

- 6.1 You must not hold any payment under this agreement, or make any deduction from it, for any reason including;
- I. Faulty or damaged goods
 - II. The use of your goods is restricted because of lawful implications
 - III. You claim to have a set-off, counterclaim or other right against us or any other person.

Indemnities

- 7.1 You indemnify us against any liability or loss arising from, and any costs, charges and expenses incurred in connection with any of the following;
- I. Us exercising a right under this agreement
 - II. You not doing what you should have done under this agreement
 - III. Your use, misuse or possession of the goods
 - IV. A person being injured or not treated in any way because of use, misuse of the goods
 - V. Us relying on information you gave us
 - VI. This agreement terminating in relation to some or all of the goods.
 - VII. A claim for patent, trademark or copyright infringement, for strict liability, or for any other reason being made against us in connection with the goods or their operation.

The Law and Manufacturers Instructions

- 8.1 You must comply with all laws which apply to the use of any goods supplied by us to you.
- 8.2 You must comply with all manufacturers' instructions for use and maintenance for all goods supplied by us to you.
- 8.3 You must not replace any equipment parts with incompatible or inferior components or parts, or modify any equipment against the manufacturer's instructions, or anything else that may render the equipment potentially unsafe or unfit to perform the tasks for which it was designed.

Changes to your Organisation

- 9.1 You must advise Vital Resus Australia within twenty-one (21) days of any change of;
- Company ownership and/or directorship and/or guarantor
 - Bankruptcy or insolvency filed by either your Organisation or any of its Guarantors and/or Directors if entailed in this agreement
 - Changes to Registered Office Addresses and or locations.

What if the goods are returned?

- 10.1 Only goods that are in acceptable complete and functional condition, un-used and fit for new equipment sales, may be returned for credit by us. You shall still be liable for any late accounts fees, and all other expenses incurred in handling of both the goods and your account recovery.

Insurances

- 11.1 You must ensure at all times that you have adequate insurance policies that shall cover the costs of our property that is in your care or use, until the goods are returned or paid for in full. Failure to do so does not render you free from the responsibility of your account liabilities which fall due under this agreement.

Placement of Orders

- 12.1 All orders placed by an employee of your organisation must be accompanied by a purchase order provided by an authorised personnel of your Organisation and;
- I. be in writing acknowledging their request for us to supply goods and/or services
 - II. be accompanied by a signature, and date of order
- or**

we may ask that you sign a 'confirmation of order' form acknowledging your placement of an order for goods to be supplied by us on account.

Guarantee

- 13.1 In consideration of us entering into this agreement and purchasing goods and selling/leasing/renting them to you on the terms of this agreement, all of which have been done at your organisation, or an employee or delegate of your organisation and /or guarantor's request, the organisation and/or guarantor unconditionally and irrevocably agrees to;
- I. Comply with agreement in full
 - II. Complete all information truthfully, or to the best of their knowledge without any false or misleading information
 - III. Comply with all legal implications of this agreement and does not know of any legal clause or provision that may render either the organisation or guarantor free from obligations that fall under this agreement.