

## 1. Terms of Sale

The goods and all products sold by Interpath Services Pty Ltd (Interpath) are sold on these terms. These terms (which may only be waived or varied in writing by Interpath Services Pty Ltd) prevail over all terms of the quotation and the customer's order to the extent of any inconsistency.

## 2. Payment Terms

Payment is due 14 days from date of invoice. Any delay in adherence to these terms may result in your account being placed on stop supply.

Interpath reserves the right to impose a credit limit on your account.

If any part of an invoice is in dispute, the balance will remain payable and must be paid when due.

At our discretion, Interpath may withdraw credit terms and require payment prior to shipment of any future orders.

All credit card orders require payment prior to dispatch.

All goods purchased remain the property of Interpath until paid for in full.

If the customer fails to make payments to Interpath by the due date or if the customer enters into bankruptcy, liquidation, has a receiver or administrator appointed or becomes insolvent, Interpath is entitled to enter the premises and repossess the goods without notice.

## 3. Quotation and Pricing

All prices are quoted ex-works and may be subject to change without notice.

Prices must be confirmed at the time of ordering.

All prices are subject to a 10% GST.

## 4. Orders

All orders placed must contain a valid purchase order number.

Minimum order quantities for some items are required.

The supply of goods and services is subject to availability.

The customer is responsible for the suitability or compatibility testing of Interpath products with the customer's products or processes. The customer warrants that it has performed to its satisfaction all necessary functional testing to ensure the products purchased are fit for purpose in every respect.

Interpath accepts no responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise, where orders for any goods are placed by the customer.

The customer may not cancel an order unless the request is in writing and until they receive consent by Interpath.

Interpath is under no obligation to accept cancellations or amendments to an order where Interpath has properly supplied the correct goods.

Any customer orders where Interpath has supplied a non stock item specifically for a customer are unable to be cancelled.

## 5. Returned Goods

It is the responsibility of the customer to inspect the goods on arrival and immediately notify Interpath of any shortages, damage or errors in pricing.

Interpath will not accept return of goods for credit without prior authorisation.

Any goods which the customer returns for credit will only be accepted if they are in the original packaging, in pristine order and condition and accompanied by documentation showing:-

- a. The Customer's name, address and account number
- b. Interpath's invoice number
- c. Interpath's Return Goods Authority (RGA) number
- d. The Customer's reason for return

Interpath reserves the right to charge a re-stocking fee of 20% of the invoice value for goods accepted back for credit.

Any products purchased specifically for a customer that cannot be returned to Interpath's supplier will not be accepted back for credit or exchange.

Any goods supplied by Interpath which the Buyer shall prove to have been defective through faulty material or workmanship will be replaced or their value refunded provided Interpath has received written notice of such defect within 14 days from the date of invoice.

Subject to this obligation to credit the purchase price or replace defective goods, all express or implied warranties or conditions statutory or otherwise are excluded and Interpath will not be responsible for any loss or damage consequential or otherwise however caused.

## 6. Delivery

A tax invoice showing GST payable and all amounts owing to Interpath will be issued with the stock at the time of delivery.

The delivery times made known to the customer are estimates only.

Interpath is not liable for any loss, damage or delay occasioned to the customer or its customers arising from late or non-delivery of the goods.

Unless otherwise agreed in writing, delivery is to the Customer's premises as indicated on the purchase order.

A delivery fee will be charged for all orders unless otherwise negotiated.

All urgent orders shipped via air that incur an additional freight cost will be invoiced to the customer.

The risk passes when the goods are delivered by Interpath to the buyer or to a carrier (whether employed by Interpath or Buyer) on leaving Interpath's premises.

## 7. Liability

Interpath is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of Interpath's negligence or in any way whatsoever.

Interpath will not be liable for (and the customer releases Interpath from) any claim, to the extent that:-

- the customer is insured for loss or damage suffered in any claim.
- the claim arises from any conduct of the customer,
- the claim arises from a breach of any law or administrative practice not in force at the date of these terms.

To the extent permitted by law, these terms exclude all terms, conditions and warranties implied by custom, the general law or statute. Interpath's liability for breach of any warranty which is not excluded is limited, at Interpath's option:-

- for services, to providing or to paying the cost of providing those services again; and
- for goods, to repairing or replacing (or to paying the cost of repairing or replacing) those goods.

## 8. Force Majeure

If for any reason beyond Interpath's control, such as breakdowns, strikes, blackouts, fires, accidents or trade disputes, Interpath is prevented from making delivery or performance at the time stipulated, Interpath will be entitled to either extend the time for delivery for a reasonable period or to terminate the order.

In the circumstances listed above, the Customer does not have any claim for damages and agrees to pay for all deliveries made or services performed prior to the date of termination and all expenses incurred and monies paid by Interpath in connection with the order.

## 9. General

These terms and conditions shall constitute the entire agreement between Interpath and the Customer.

Any discretion granted to Interpath in these terms may be exercised by Interpath in its absolute and unfettered discretion.

These terms and conditions shall be governed by the laws of Victoria and each of the parties irrevocably submits to the exclusive jurisdiction of the courts of the State of Victoria.