

1. Basis of Sale

1.1 All goods and services sold by Medvet Science Pty Ltd trading as Medvet Laboratories, ("Medvet") 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 Medvet, unless Medvet expressly agrees otherwise in writing.

2. Prices

2.1 Unless otherwise stated, all prices are in Australian dollars and are subject to change.

2.2 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 Medvet. To ensure rapid processing of orders the buyer should furnish:-

- i) Purchase order number or credit card number
- ii) Name and address of buyer for invoice

3.2 Consultancy Services

- i) Completed training registration form for each participant

3.3 Goods

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

4. Terms of Payment

4.1 Standard payment terms are 30 days from invoice date. Ongoing late payment will, on issue of notification from Medvet Science Pty Ltd lead to withdrawal and renegotiation of our standard payment terms and conditions.

5. Payment Method

5.1 Cheque - to be crossed, marked "Not Negotiable" and made payable to Medvet Science Pty Ltd.

5.2 EFT- Medvet Science Pty Ltd; BSB 105-139; account number 521745440; remittance advice to: remittances@medvet.com.au.

5.3 Payment by Telephone - (08) 8132 7400 using MasterCard or Visa.

5.4 Medvet Web Store using MasterCard or Visa.

6. Trade Marks and Packaging

6.1 Unless otherwise declared in writing at time of sale, goods sold by Medvet 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

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, Medvet 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 Medvet's premises.

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

8.3 Until property passes to the buyer:

- i) The buyer shall hold the goods as fiduciary bailee and agent for Medvet;
- 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, Medvet 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 monies, 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, Medvet 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 Medvet to recover any amounts due for Goods previously supplied to the Buyer.

10. Cancellation

10.1 Goods

No order may be cancelled by the buyer except with the consent in writing of Medvet and on the condition that the buyer will indemnify Medvet against all losses from such cancellations.

10.2 Consultancy Services

- i) All cancellations must be notified in writing to customerservice@medvet.com.au. Registrations may be cancelled up to five (5) working days prior to the program and receive full refund.
- ii) Registrations cancelled less than five (5) working days prior to the program will be non-refundable.
- iii) Non-attendance will result in the full program fee being charged.
- iv) Notification is required to substitute another registrant, no later than two (2) working days prior to the program should the nominated person be unable to attend.
- v) Certificates, results and learning material will only be issued on receipt of full payment. Participants are required to submit all documents prior to six months after attending the course.

After this date, participants will be required to register to re-sit the course.

vi) For training courses performed on own company premises, all consultancy services will be conducted between 7am and 5pm Monday to Friday; additional charges may apply outside of these hours.

vii) For training courses provided on own company premises, any travel costs including airfare, travel time, accommodation, transport and/or meals will be charged at cost to the company plus 10% administration fee.

viii) Medvet reserves the right to cancel or postpone a program to an alternative day. All registered participants affected by such a cancellation will receive a refund or be offered the opportunity to transfer to the next available program.

ix) Medvet reserves the right to amend its cancellation policy at any time and will amend its registration forms and processes accordingly.

11. Exclusions

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

11.2 Medvet 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 Medvet 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 Medvet as to such use or processing is for information only and Medvet 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 Medvet 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 Medvet or where the goods are subject to a fault of manufacture or where the goods have been supplied in error by Medvet.

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. Medvet 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 Medvet for return, a 10% restocking charge may be deducted from the adjustment given.

13.4 No claims will be considered by Medvet 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.