

TERMS AND CONDITIONS OF PURCHASE ORDER

1. **Agreement** - These Terms and Conditions of Purchase, together with all documents specified within the Purchase Order, constitute the entire terms of the Purchase Order, express or implied (the "**Agreement**") which is governed by the laws of Victoria. The party from whom the Goods are being purchased pursuant to the Agreement (the "**Purchaser**") may not sub-contract, assign or vary its rights under the Agreement without prior written consent of Allergy Station. In the event of any ambiguity, conflict or confusion between the documents, the terms and conditions in the Purchase Order itself shall prevail.

Allergy Station Pty Ltd (ACN 127 397 639) ("**Allergy Station**") also referred to, as (the "**Supplier**") shall not be bound by the Purchase Order until it has signed it. All orders placed with the Supplier by the Purchaser shall be deemed to be an offer by the Purchaser to purchase the Goods and/or Services (as the case may be) on and subject to this Agreement. Any quotation is valid for seven (7) days only from its date, provided that the Supplier has not previously withdrawn it. Thereafter it expires with immediate effect.

2. **Cost and Payment** - The price for the merchandise provided by the Supplier (the "**Goods**") or works performed (the "**Services**") shall be as specified in the Purchase of Goods, with payment being made prior to receipt of the Goods.
3. **Availability of Goods** - Allergy Station does not guarantee availability of Goods. Should a Good not be available or Service not practicable Allergy Station will advise you upon receipt of the Purchase Order.
4. **Delivery of Goods and/or Completion of Services** - Goods are delivered according to the description, quantity and price of the Purchase Order. Allergy Station will deliver Goods to the address nominated by the Purchaser in the Purchase Order when reasonably practicable.
5. **Implied Terms** - The Purchaser agrees that all warranties expressed or implied by statute, common law, equity or trade custom or usage or otherwise howsoever are to the extent permitted by law excluded. Except only for those rights and remedies that the Purchaser has in respect of the Goods under the Trade Practices Act 1974 (Cth), Fair Trading Act 1984 (Vic) or the Goods Act 1958 (Vic) as amended, or any other similar Federal or State statute and which cannot be lawfully excluded, restricted or modified:
 - (a) the Goods are provided for use by the Supplier on an as is where is basis and all conditions and warranties, whether statutory or otherwise, are excluded in relation to the Goods;
 - (b) without limiting Clause 5(a) the Supplier warrants that it will provide the Goods with reasonable care and skill the Supplier makes no express or implied representation that the Goods are fit for purpose or that the Goods will not cause harm or injury whether direct or indirect to any person who uses or otherwise comes in contact with any product in respect of which the Goods are being used, utilised or involved whether directly or indirectly in the course of its manufacture; and
 - (c) The Supplier is not liable to the Purchaser for any loss which includes any damage loss, claim, liability, cost or expense (whether direct or indirect, consequential or incidental for any loss including loss of profit, revenue, anticipated savings, contract, opportunity or goodwill (the "**Loss**") which the Supplier suffers, incurs or is liable for in connection with the use of the Goods.
6. **Limitation of Liability** - Other than as provided for in this Agreement, Allergy Station shall not be liable to the Purchaser whether in contract (including under any indemnity or warranty) in tort (including negligence, under statute for any Loss or damage, whether direct, indirect, secondary or consequential, whether or not reasonably foreseeable, reasonably contemplatable caused as a result of reliance by the Purchaser or any third party on the Goods or its results.

The provisions of this Clause shall not apply insofar as their application is prevented by the Trade Practices Act 1974, and in that event Allergy Station relies on Section 68A of the Trade Practices Act to limit its liability to the cost of the Goods to the Purchaser.

If the Supplier shall be held to be liable to the Purchaser in contract including under any indemnity or warranty, in tort (including negligence), under statute or otherwise for any loss or damage, cost or expense whatsoever and howsoever arising in connection with this Agreement, such liability shall be limited to and shall not exceed the aggregate total of the fees actually paid by the Purchaser to the Supplier (and received by the Supplier) pursuant to this Agreement.

The Supplier shall not be liable for any delay in performing an obligation if such as delay is caused by circumstances beyond its reasonable control and the Supplier shall not be liable for and shall have no responsibility in respect of the acts, omissions or defaults of its sub contractors and third party products and any action against the Supplier in connection with this Agreement must be commenced within eighteen (18) calendar months of the cause of action arising.

The Goods have been designed to be used according to ASCIA recommendations outlined in the anaphylaxis guidelines and the template anaphylaxis policy drawn up by the government of Victoria Please refer to: www.ascia.com.au or www.sofweb.vic.edu.au/wellbeing/support/anaphyl.htm.

The Purchaser agrees and acknowledges they have sought all relevant consents to use the Goods.

7. **Property in Goods and Risk** - The property in the Goods shall remain at all times with Allergy Station until both payment and delivery of the Goods has been made. If the Purchaser fails to accept delivery of the Goods or if the Supplier is unable to deliver the Goods and any third party products on time because Purchaser has not provided appropriate instructions, documents, licences or authorisations: -
 - risk in the Goods and any third party products shall be deemed to have passed to the Purchaser (including for loss or damage caused by the Supplier's negligence) in accordance with this Agreement;
 - the Goods and any third party products shall be deemed to have been delivered; and
 - the Supplier may store the Goods and any third party products until collection by the Purchaser or re-delivery whereupon the Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
8. **Default and Cancellation** - In the event of a breach by the Purchaser of any terms of the Purchase Order or these Conditions of Purchase, Allergy Station may at its option and without prejudice to any of its other rights, cancel any undelivered Goods or incomplete Services of a current Purchase Order and the Purchaser shall not be entitled to any compensation in respect of such cancellation. If the Purchaser cancels an Purchase Order prior to completion, Allergy Station may, charge a cancellation fee of \$100 for costs involved.
9. **Indemnity** – The Purchaser and the Guarantor assume sole responsibility for and indemnify and save harmless the Supplier and its Related Bodies Corporate, shareholders, officers, directors, employees, agents and assignees (collectively "Supplier Affiliates") from any and all claims, liabilities, losses, expenses, responsibility and damages, including all legal costs and expenses on a solicitor/client basis, the Supplier or Supplier Affiliates may suffer or incur as a result of or relating to the Purchaser's relations with its suppliers, customers and other third parties; or any breach of this Agreement by the Purchaser.
10. **Healthcare Advice** - Allergy Station makes no claims or warranties as the accuracy or usefulness of any information provided and should not be relied upon by any particular individual or for any specific purpose. **Specific medical advice should always be sought from a qualified medical Practitioner.**

- 11. Hypertext Links** - Certain hypertext links in this site will lead you to sites which are not under the control of Allergy Station. When you activate any of these, you will leave this site. Allergy Station accepts no responsibility or liability for the contents of any third party site to which a hypertext link exists and gives no representation or warranty (express or implied) as to the information contained on such sites. Allergy Station has no control over the nature and contents of such sites.
- 12. Confidentiality** - The Purchaser and Allergy Station shall maintain confidentiality relating to any enquiry, quotation, tender or works.
- 13. Purchasers Warranty** - The Purchaser warrants that all information provided to Allergy Station is accurate, and the Purchaser shall indemnify Allergy Station against any Loss, claims, damages or expenses arising out of or in connection with any breach of this warranty.
- 14. Waiver** - Failure by Allergy Station to insist upon strict performance of any term or condition shall not constitute a waiver of any rights of Allergy Station under that term or condition, or a waiver or any other provision or of any other provision.
- 15. Purchaser Terms and Conditions** - Unless specifically accepted in the Purchase Order any terms and conditions of sale or the like of the Purchaser shall not form part of the terms and conditions in respect to any Goods provided under the Purchase Order. No terms stated by Allergy Station in accepting or acknowledging the order shall be binding upon Allergy Station unless accepted in writing by Allergy Station.
- 16. Guarantee** - Each person who guarantees the performance by the Purchaser of its obligations under this Agreement (the "**Guarantor**") gives a guarantee and indemnity in favour of the Supplier in consideration of the Purchaser agreeing to enter into this Agreement. The Guarantor acknowledges the receipt of valuable consideration from the Supplier for the Guarantor incurring obligations and giving rights under this guarantee and indemnity. Each Guarantor unconditionally and irrevocably guarantees to the Supplier the due and punctual performance and observance by the Purchaser of its obligations (including the obligations to pay money) pursuant the terms and conditions of this Agreement. As a separate undertaking, the Guarantor unconditionally and irrevocably indemnifies the Supplier against all liability or loss arising from, and any costs, charges or expenses incurred (including any loss as a result of a breach of the obligations to pay money) in connection with the Purchaser's breach of this Agreement. The Guarantor shall be liable for interest in accordance with Clause 2.