



Rollex Medical (Aust) Pty Ltd

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TERMS AND CONDITIONS OF SALE

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The following conditions apply to the sale of goods supplied by Rollex Medical Limited. (hereinafter called the "Company")

1. Prices are for ex the Company's store.
2. Charges for work done and goods supplied shall be paid on 20th of the month following unless otherwise arranged.
3. The Company reserves the right to alter any price quoted after 30 days and in the event of any alteration the price payable shall be the ruling at the date of invoicing or delivery which ever shall occur first.
4. Although every endeavour will be made to effect delivery by the date to be agreed, the Company makes no Representation that delivery of the goods ordered will be made by a certain date.
5. No order will be binding on the Company until officially accepted in writing.
6. The goods sold by the Company are subject to the terms of the Company's standard Warranty ruling at the time of delivery which terms shall be accepted by the Customer in lieu of and in substitution for all other warranties and conditions expressed and implied, statutory or otherwise.
7. The Company shall not be responsible for any loss or damage to Customer's property after receipt of goods by the customer howsoever arising.
8. The Company reserves the right without notice and without affecting the validity of the contracts to make such changes in materials, dimensions, and designs as it thinks reasonable or desirable.
9. Illustrations and descriptions are to be taken as a general guide only, and are not binding in detail.
10. In the event of the Customer's order form containing special conditions of sale, such conditions shall only be binding on the Company insofar as they are not at variance with these conditions of sale.
11. Any dispute or difference as to the rights or liabilities of either party under the contract shall be referred to the final decision of a single arbitrator in New Zealand to be nominated by the parties, and failing agreement, such arbitrator to be appointed by the President for the time being of the New Zealand Law Society.
12. Any deposit shall form part of the purchase price. Where goods have been ordered and shipped subject to this contract, any deposit paid shall not be refundable in the event of the Customer cancelling the said order after shipping or manufacture has commenced.
13. The risk in any goods supplied by the Company to the Customer shall pass to the Customer when such goods are delivered to the Customer or into custody on the Customer's behalf. The Customer shall insure the goods for their full insurable value at all times until the Customer has made payment in full to the Company of all monies payable pursuant to any contract evidenced by this document.
14. Ownership in any goods supplied by the Company to the Customer is retained by the Company until payment in full has been received for the goods and services supplied by the Company to the Customer. The Customer may dispose of the goods to third parties by the way of a bona fide sale at full market value in the ordinary course of business but until the Company is paid in full for the goods and services at any time supplied, the relationship of the Customer to the Company in respect of the goods, shall be fiduciary and the Company shall have the right to trace and claim the proceeds of any disposition whatsoever of the goods. A like right shall apply in any situation where the customer uses the goods in such a way so as to be entitled to a payment from a third party. The customer shall segregate and/or store the goods in such a way that they can be clearly recognised as the Company's property. The customer shall also account to the Company for any proceeds received as a result of any subsales and shall keep separate records of such subsales, insofar as is possible.