

## Terms & Conditions of Sale

### ORSPEC Pharma Pty Ltd (ORSPEC) TERMS & CONDITIONS OF SALE

- 1) All goods are subject to availability and ORSPEC reserves the right to limit quantities. Prices are subject to change without prior notice.
- 2) Prices quoted by ORSPEC are those ruling at the date of issue of quotation. A price quotation is not an offer by ORSPEC may alter prices without notice before ORSPEC accepts the Buyer's order. Prices are exclusive of GST. The Buyer must pay to ORSPEC an amount equal to any GST ORSPEC must pay for any supply by the products under these terms and conditions of sale. The Buyer must pay GST at the same time the Buyer pays the price. VAT to be paid in applicable in the territory
- 3) At ORSPEC's discretion, orders of minimal value may incur an administration fee. You will be notified of this prior to order confirmation.
- 4) Products will be invoiced on dispatch. The Buyer must pay all invoices in full (without set-off or deduction, including for any claims for credit) within 30 days after the date of the invoice. If the Buyer fails to pay an amount due:
  - a. ORSPEC may charge interest on the overdue amounts calculated daily at 2% per annum above the maximum overdraft rate charged by ORSPEC bankers.
  - b. ORSPEC may cancel or suspend further delivery of products to the Buyer until full payment of all money due from the Buyer to ORSPEC; and
  - c. ORSPEC may vary or withdraw credit at its discretion.
  - d. The Buyer must pay all expenses incurred by ORSPEC in the recovery of overdue amounts.
- 5) Any claims to be made within 48 hours of receipt of delivery and confirmed in writing including any images of damage/contamination/tampering etc. plus account and invoice numbers.
- 6) All claims require prior approval from ORSPEC before goods are returned. Returns must be received within 7 Working Days of authorisation being given. Goods are to be returned at senders' risk in their original packaging as supplied with a suitable temperature logger otherwise no claim will be entertained. ORSPEC reserves the right to impose a handling charge on any goods returned for whatever reason. Refrigerated items will not be accepted back for credit or replacement unless it is agreed that ORSPEC or its agents are at fault.
- 7) If the parcel(s) is damaged in any way, please check contents in front of the carrier and sign carrier's sheet in accordance with actual condition and quantity of contents.
- 8) Goods are not sold on a sale or return basis.
- 9) ORSPEC retains a beneficial interest in the goods until payment has been received in full. The insurance risk will pass to the purchaser upon collection

or delivery.

10) All transfer orders will be delivered as received and no refusals or returns will be accepted.

11) All orders are considered CIF Incoterms 2010 or latest addition thereof unless otherwise agreed upon approval of an order for domestic shipments and FCA Incoterms 2010 for International shipments unless otherwise agreed.

12) The Buyer must hold all necessary licences and comply with all law and product manufacturer requirements relating to the purchase, storage, sale, marking or use of the products, including complying with all relevant adverse event reporting requirements, Local Regulatory Body regulations and guidelines and information issued by product manufacturers from time to time.

If the Buyer is directed to assist in any suspension of supply or recall of products for any reason by ORSPEC, or a health authority, the Buyer will cooperate and comply with all such reasonable directions to ensure the most effective response to the suspension or recall. To the extent that ORSPEC is entitled to recover the costs of the suspension or recall from the relevant product manufacturer or supplier, ORSPEC will reimburse to the Buyer any reasonable and necessary costs incurred by the Buyer in connection with the suspension or recall.

13) On placing an order, the customer shall have deemed to have accepted the Terms & Conditions of ORSPEC. No agent or representative of ORSPEC has the authority to alter the above Terms & Conditions unless approved by the Director of the ORSPEC division.

14) ORSPEC will use reasonable endeavours to enforce, at the cost and for the benefit of the Buyer, any product warranties, guarantees, and representations made to ORSPEC by manufacturers and suppliers of products sold by ORSPEC to the Buyer. ORSPEC does not represent or warrant that any product (including any imported product) does not infringe any intellectual property rights of any third party.