
June 2023

Terms of Sale

1. Terms and Conditions of Sale

1.1 Definitions

The 'Seller', "we" or "us" is Terumo BCT Australia Pty Ltd, ACN 130 046 865, [ABN 87 130 046 865].

The 'Buyer' or "you" is any approved customer (see 'Administration Requirements' below) whose name appears on the seller's quotation or invoice.

GST – has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

1.2 Offer and Acceptance

Quotations, unless otherwise stated, are valid for 30 days from the date given and are not to be construed as an offer. The Seller may withdraw or alter the quotation without giving the Buyer notice.

The placing and acceptance of an order for the supply of goods or services with Terumo BCT Australia binds the Buyer to these Terms and Conditions of Sale.

Where a Buyer places an order, or issues an invoice, which contain terms and conditions inconsistent with or supplemental to these Terms and Conditions of Sale, these Terms and Conditions of Sale will prevail.

1.3 Price

All invoiced prices will be in Australian dollars are firm and include a freight charge unless contracted/quoted otherwise and include all duties, statutory charges and taxes (other than GST) for which the Seller is liable.

All New Zealand orders are bound by these terms and conditions unless sold through a partner distributor. A currency conversion surcharge will apply to all international orders not in Australian dollars.

Local duty, taxes and other importation charges for all international orders remain the responsibility of the Buyer, unless quoted otherwise.

If the Seller is liable to pay GST in relation to any supply the Seller shall be entitled to recover the amount of that GST, in addition to and in the same manner as the price (or any other amount payable) for that supply. The Seller shall provide to the Buyer a tax invoice in relation to any such supply.

Prices are subject to an annual percent increase in line with the Consumer Price Index, effective July 1st of each year. New prices will be calculated using the most current CPI information available and 30-day prior written notice will be issued. In addition, in the event of a significant increase in costs related to transport, supply chain, logistics, and/or foreign exchange fluctuations, we reserve the right to pass on a reasonable price increase on the Product(s) or Service(s), whether in the form of a temporary surcharge or a longer term increase. In any event, such a price increase will be implemented with a 30 days written notice.

1.4 Invoice and Payment

Terms of payment are net 30 days from the date of the invoice.

Invoices shall be payable in respect of every delivery notwithstanding that the balance of the order may not have been delivered, for whatever reason.

Where payment is not made on the due date the Seller may charge interest from the due date to the date of payment at an annual rate equal to 1% above the indicator lending rate at that time, as advised by the Reserve Bank of Australia.

The Seller may require immediate payment or prepayment of all unpaid amounts (whether or not due and payable by the

Buyer) if the Seller considers in its absolute discretion that the Buyer's creditworthiness has become unsatisfactory or if any of the following occurs:

- a) an order is made, or a resolution is passed, to wind up the Buyer, a meeting is called to consider a resolution to wind up the Buyer or a provisional liquidator is appointed;
- b) a receiver or receiver and manager is appointed over the whole or part of the Buyer's business or assets;
- c) the Buyer enters any arrangement or composition with any of the Buyer's creditors;
- d) the Buyer is placed under administration or a meeting is called or some other step taken to place the Buyer under administration; or
- e) the Buyer cannot pay its debts as they fall due.

1.5 Delivery

The Seller is not liable to the Buyer for any loss or damage suffered or incurred as a result of late delivery of the goods. The Buyer must still accept and pay for the goods even if the goods are delivered late.

The Seller undertakes to make its best efforts to deliver goods according to the description below, however it is under no obligation or liability to do so:

- a) Orders placed before 11.00 am on normal business days will be processed the same day. Orders placed after 11.00 am will be dispatched the following business day.
- b) Orders requiring a same day service or any other form of non-standard delivery will be charged at cost +10% for the courier service. A quotation for this service can be provided, if requested for acceptance prior to the dispatch.
- c) All deliveries will be accompanied by a delivery docket, stating the Buyer's purchase order or reference number.

1.6 Risk and Title

Risk, in relation to the goods, passes to the Buyer according to whether the goods are transported by a Seller nominated carrier, or if the Buyer has nominated in writing to use a specific carrier. In the case of Buyer nominated carrier, risk passes once goods leave the Seller's warehouse. In the case of Seller nominated carrier, risk passes once the goods are received at the Buyer's nominated delivery address.

The Buyer is obliged to carry adequate insurance to cover the risk of loss or damage to the goods. The Seller may ask for proof of such cover.

Title to the goods will not pass to the Buyer until they have been paid for in full and all cheques or negotiable instruments have been paid. Until title passes to the Buyer, the Buyer holds the goods on behalf of the Seller. The Seller reserves the right to retake possession of the goods until such time as they are paid for in full. The Seller or its agent may enter upon the Buyer's premises without notice or obstruction, to reclaim the goods under such circumstances.

1.7 Inspection

The Buyer undertakes to inspect the goods immediately upon receipt at the delivery address. If the quantity of goods delivered is less than the amount ordered, the Buyer must inform the Seller in writing within 5 business days after delivery, otherwise the Buyer must accept the goods and pay for them in full despite the shortfall.

If the quantity of goods delivered is more than the amount the Buyer ordered, the Buyer must immediately inform the Seller in writing and the Seller is entitled to recover the excess from the Buyer.

The Buyer may request to inspect the Seller's premises, at a mutually agreed time during regular business hours and with a minimum of ten (10) business days notice, in order to satisfy itself that Seller's quality system meets the requirements of the Buyer's quality system. Any inspection shall be subject to Seller's standard security, safety and confidentiality requirements.

1.8 Cancellation

The Buyer cannot cancel any order after an order confirmation has been sent by Seller.

1.9 Return of Goods

Upon receipt of the goods the customer has 5 business days from the date of the signature of the carriers' proof of delivery to contact Terumo BCT by speaking to the area sales representative (where applicable) or Customer Service should they have any issues with the delivery received.

Refer to Seller's Policy Statement 702 – Return of Goods for more information

1.10 Recall

In the event of a product recall or field action the Buyer agrees to assist the Seller with any reasonable request made by the Seller in relation to such recall or field action.

Recalled products will be handled as provided in the recall or field action at no charge to the buyer.

1.11 Seller's Warranties

LIMITED WARRANTY - EQUIPMENT

Trima Accel Automated Blood Collection System (Catalog Number 81000), Spectra Optia Apheresis System (catalog Number 61000), and the following accessories to the Trima Accel and Trima Automated Blood Collection Systems and the COBE Spectra Apheresis System: Seal Safe System Head, Cable and Electronics (Catalog Number 71215) Single Needle Return Flow Controller (Catalog Number 71100), Seal Safe System (Catalog Number 71200):

Terumo BCT will repair or, at its option, replace for the original purchaser, any part of the above mentioned equipment found to be defective in materials or workmanship within twelve months from the beginning of the warranty period. The warranty period begins upon installation. This warranty includes one preventive maintenance inspection approximately six months into the warranty period. (Only applies to Trima Accel and Trima Automated Blood Collection Systems, Spectra Optia Apheresis System, Atreus Whole Blood Processing System and COBE Spectra Apheresis System.)

FINIA Fill and Finish System (Catalog Number 32227)

Terumo BCT will repair or, at its option, replace for the original purchaser, any part of the above mentioned equipment found to be defective in materials or workmanship within the first twelve months from the beginning of the warranty period. The warranty period begins upon installation. This warranty includes one preventive maintenance inspection approximately twelve months into the warranty period with compliance window of +/- 30 days.

LIMITED WARRANTY – DISPOSABLES

Terumo BCT warrants that the disposables used with the above equipment will, at the time of delivery by Terumo BCT to carrier, be free from manufacturing defects in materials and workmanship, and be sterile (to the disposables' sterility specifications) and have a nonpyrogenic fluid path. Terumo BCT will (at its option) replace **or credit** disposable products which do not conform with this Limited Warranty within twelve (12) months of date of invoice, subject to the Terumo BCT verification of such non-conformance.

DISCLAIMERS AND LIMITATIONS:

THE ABOVE LIMITED WARRANTIES ARE THE SOLE WARRANTIES SELLER PROVIDES IN RESPECT OF THE APPLICABLE PRODUCTS. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. THE REMEDIES OF REPAIR, CREDIT OR REPLACEMENT WILL BE BUYERS'S SOLE AND EXCLUSIVE REMEDY FOR ANY NONCOMFORMANCE TO THE WARRANTIES HEREUNDER. TERUMO BCT WILL NOT BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WIHTOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, LOST REVENUE OR LOST CUSTOMERS) ARISING OUT OF THE FURNISHING, FUNCTIONING OR THE CUSTOMER'S USE OF THE EQUIPMENT.

Customer assumes sole and full responsibility for patient care, operation, use and control of equipment and disposables.

The above Limited Warranties excludes repair, credit or replacement in respect of any part which fails because of misuse, accident, neglect, inappropriate handling or storage, or failure to use and maintain the equipment in accordance with instructions of Terumo BCT as set forth in the Operator's Manual, or alterations by unauthorised persons.

1.13 Buyer's Warranties

Where the title has not passed to the Buyer, the Buyer shall indemnify the Seller for goods lost or damaged after delivery and prior to payment.

The Buyer warrants that only appropriately qualified and trained personnel will use or operate the goods provided.

The Buyer will indemnify the Seller for all liabilities, losses, damages, costs or expenses suffered or incurred by the Seller as a result of the negligence of the Buyer. The Buyer's inappropriate use of the Seller's goods or the Buyer giving information about the goods to other persons if that information is not consistent with information provided by the Seller.

Any advice given to the Buyer by the Seller in relation to the goods, their use or application is given in good faith and believed to be appropriate and reliable. However the Seller will not be liable or responsible to the Buyer for reliance on any such advice recommendation, information or assistance.

1.14 Seller's Indemnities

The Seller indemnifies the Buyer against all loss, damage or expense arising of any action or claim for alleged infringement of any patent, copyright, registered design, trade mark or any other intellectual property rights, by reason of the purchase, possession or use of the goods.

1.15 Packaging

The Seller will ensure that the goods will be packaged appropriately for the method of transport to the Buyer, taking into consideration temperature, moisture, the ingress dust and resistance to shock.

Where pallets are necessary for a delivery they will be non-returnable.

1.16 Hazardous Materials

The Seller, upon request, shall provide material safety data sheets for any hazardous substances supplied to the Buyer.

1.17 Seller's Name

The Buyer is not permitted to use the Seller's name in any advertising or for any other purpose, without the Seller's prior written consent.

1.18 Entire Agreement

These Terms and Conditions of Sale constitute the entire agreement of the parties in relation to the purchase of goods or services.

In the event that one clause of this agreement is found to be invalid or unenforceable, the parties are to fulfill their obligations under all of the remaining clauses.

1.19 Force Majeure

If in the performance of its obligations, the Seller is prevented, restricted or affected in the performance of obligations hereunder by reason of a force majeure, including a strike, lock out, industrial dispute, raw material or component shortage, pandemic, epidemic, breakdown of plant, transport or equipment, acts of war or terrorism, acts of government (including with out limitation issuances of regulations, embargo, trade sanctions, import or export bans) or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of the Seller, the Seller may in its absolute discretion give prompt notice of such cause to the Buyer. The Seller is excused from the performance of its obligations to the extent that the failure to perform arises from, relates to or results from such circumstances.

1.20 Governing Law

These Terms and Conditions of Sale are governed by the law in force in New South Wales, Australia, regardless of whether conflicts or choice of law principles might provide for the application of a different law.

1.21 Variation

These Terms and Conditions of Sale shall not be altered or varied by the Buyer unless agreed to in writing by the Seller. The Seller is entitled to vary these Terms and Conditions of Sale at any time by giving the Buyer written notice.

1.22 Administration Requirements

All orders must state the Buyer's:

- Name
- Authorised Purchase Order number of Buyer – Requisition Numbers are not acceptable
- Address for billing
- Address for delivery
- Quantity of goods required
- Description of the goods required, including the correct material code
- Current pricing for all materials
- Name of person placing the order – must be authorised to do so
- Whether the goods are to be delivered urgently (Note: 'Delivery' above)

Buyers must be approved by our Accounts Department before goods or services are supplied. A minimum of two credit references must be supplied before approval is granted.