

PHARMACY NO. ONE
14311 Outlander Crescent
WESTERN PLAINS NSW 2234

Invoice No: **1019772**
Account No: **10012923**
Invoice Date: **18 Dec 2012**

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CONDITIONS OF SALE

The tender of the goods in this order ("**the goods**") is made under the condition that acceptance of delivery of the goods by the buyer or his agent shall constitute confirmation by the buyer of his acceptance of an offer by the seller to sell the goods subject to the following conditions:

1. Retention of Title

1.1. We **remain the owner** of the goods which we supply to you or on your behalf until you have paid all amounts which are owing to us by you. Until then:

- (a) you hold them as **our agent and bailee** and you owe a fiduciary duty to us in respect of them;
- (b) you must store them on your premises separately from your own goods or goods of any other person and in a manner which makes them readily identifiable as our goods;
- (c) we may terminate your right to resell them immediately by written notice delivered to your place of business; and
- (d) we may enter, by our employees or agents, on any premises where the goods are situated, or where we reasonably believe them to be situated, and retake possession of the goods, if you default in paying any part of the price or associated charges for them or you become or resolve to become subject to any form of insolvency or administration.

1.2. You may re-supply the goods to any person or entity before you have paid all amounts which are owing to us by you provided that:

- (a) the re-supply is in the ordinary course of your business; and
- (b) all money received by you for the goods will be held by you on trust for us; and
- (c) you must either:
 - (i) pay that money immediately when it is received by you; or
 - (ii) deposit that money into a bank account and hold as trustee for us.

1.3. Your permission to enter premises under clause 1.1 d) is irrevocable and you agree that our employees or agents may enter those premises at any reasonable time after default of payment by you or before default if we believe default is likely.

1.4. We will not be liable, in contract or in tort or otherwise, for any costs, damages, expenses or losses incurred by you or any third party as a result of any action taken under this clause 1.

2. Payment terms: **7 days less 2.5%** or strictly **net 30 days from the date of receipt of goods**, unless otherwise stipulated in a formal Trading Terms agreement. We reserve the right to withdraw terms for certain Customers we deem appropriate.

3. No Claim allowed for damages or shortages after 7 days from the date of receipt of goods will be accepted.

4. No credit claims will be accepted without prior approval.

5. Any expenses, costs or disbursements incurred by Pharmacare Laboratories Pty. Limited in recovering any outstanding monies including debt collection fees and Solicitors costs shall be paid by the customer, providing that those fees do not exceed the scale charges as charged by the Debt Collection Agency/Solicitor plus any out of pocket expenses.

6. The retail prices set out or otherwise referred to herein are recommended prices only and there is no obligation to comply with the recommendation.

7. This agreement is governed by the law in force within the state of NSW.