

TERMS AND CONDITIONS

Legal Notice

General terms and conditions

These terms and conditions ("Terms and Conditions") set out the conditions applicable to your acquisition of products or services through Wesley Pharmacy Pty Ltd, and use of this Website which is operated under the domain name wesleypharmacy.com.au ("Website") by Wesley Pharmacy Pty Ltd ABN 89 159 283 431 ("TWP"). TWP may amend these Terms and Conditions at any time by posting the amended terms on this Website which you acknowledge shall constitute sufficient notice to you thereof. TWP and any reference to TWP in these Terms and Conditions should be read as a reference to 89 159 283 431 and its divisions or related entities. These Terms and Conditions were last amended on 1 August 2020.

Freight and Handling

Orders may incur a freight and/or handling charge. This charge will not appear on any order which can be viewed on the website until such time as the order has been invoiced by TWP.

Goods Return Authorisations

Credit will only be given for goods which are found to be damaged or faulty upon delivery. Applications for credit must be forwarded to TWP within 7 days of receipt of goods. TWP reserves the right to decline any application for credit for stock which was ordered in error. TWP will not accept any unauthorised returned goods.

Disclaimer

You agree that your use of this Website and Account (including downloading Material) is at your sole risk. To the extent permitted by law, in no event shall TWP and its suppliers be liable for any damages of any kind related to the completeness, timeliness, suitability or accuracy of any Material.

Warranties

You warrant that you or the person making an Order on your behalf has sufficient power and authority to raise the Order in accordance with the relevant State & Federal legislation. You warrant that you or the person making an Order on your behalf has sufficient power and authority to request and receive a credit facility with us on the Terms, including if you are acting as trustee of a trust, that you are validly appointed with full capacity.

You warrant that no statement or representation made by you or on your behalf to us prior to entering into any transaction with us is misleading or deceptive in any respect, and you warrant that you will be truthful and accurate in your dealings with us for the term of each supply.

You warrant that you will, as soon as practicable, notify us of any event including any pending or threatened event that could have an adverse effect on your ability to perform your obligations under a transaction.

Any application for credit by you will be on our Application for Credit (Commercial) Trading Account form ("Application Form"). You warrant that the contents of the Application Form are true and correct and you acknowledge that we rely upon its contents.

Limitation of liability

To the maximum extent permitted by law, under no circumstances will TWP be liable for any indirect, incidental, special or consequential damages, including damages for loss of business or other profits, arising out of or referable to the accessing, downloading, using or relying on any Material on this Website or any Material on a Third Party Website, whether caused by the negligence of TWP or otherwise.

The liability of TWP for a breach of a condition or warranty implied by law and which cannot be excluded, is limited, to the extent possible, at TWP's option, to:

- The supply of the goods or services again; or
- The repair of the goods; or
- The payment of the cost of having the goods or services supplied again or repaired.

Virus warning

TWP does not represent or warrant that any files obtained from or through this Website are free from computer viruses or other defects, including trojan horses and worms. Any such files are provided, and may only be used, on the basis that the user of such files assumes all responsibility for any loss, damage or consequence resulting directly or indirectly from use of those files.

Indemnity

You agree to defend, indemnify and hold TWP, its directors, officers and employees, harmless from any and all liabilities, costs and expenses, including reasonable legal fees, related to any breach of these Terms and Conditions by you, or (to the extent permitted by law) in connection with your use of your Account, this Website or the placement or transmission of any Material on this Website by you.

Inspection, Insurance and Record-Keeping

You must inspect the Goods provided by us immediately upon Delivery, and notify us immediately of any discrepancy between the Goods Delivered and the Invoice.

You are responsible for insuring the Goods from Delivery, and are responsible for maintaining such insurance until you have paid for the Goods in full.

You must comply with all federal, state and territory laws relating to:

- (a) record-keeping, storage and any other matters relating to the Goods, including without limitation, those applying to dangerous Goods and temperature sensitive Goods from the time that they are Delivered;
- (b) any limitations on your ability to deal with the Goods supplied (including limitations on your ability to export or resupply Goods); and
- (c) any limitations on the types of goods and/or services that your business may offer.

Revisions

TWP reserves the sole right to either change, modify, delete or add any Material on the Website or discontinue your access to the Website including any features on it at any time with or without notice to you.

Concerns regarding Terms and Conditions (Conditions of Use - Website)

Should you object to the Terms and Conditions (Conditions of Use) or any subsequent modifications thereto or become dissatisfied with this Website, your only recourse (to the extent permitted by law) is to immediately terminate your use of this Website.

Payment terms

For Authorised Account Holders, payment is required 30 days after the end of month containing the transactions.

Restock Fee

At TWP's absolute discretion a restock fee equivalent to 10% of the value of the items may be charged for credited lines. Freight for credits is the responsibility of the customer. Credits must be pre-approved with TWP customer service.

Queries

If you have any issues and/or questions regarding this website, please contact us at:
www.wesleypharmacy.com.au,

Level 2 Sandford Jackson Bldg, 30 Chasely St, Auchenflower QLD 4066, +617 3371 1754.

CREDIT TERMS

[NB Words in these Credit Terms have the same meanings as given to those words in the Terms and Conditions of Sale]

1. The Customer warrants:
 - (a) that all information given in this application is true and correct;
 - (b) if the Customer is a natural person, that the credit to be provided under the credit facility will be applied wholly or primarily for business purposes and not for personal, domestic or household purposes; and
 - (c) that if the Customer provides the Supplier with personal information about another person who is an individual (for example, a referee), the Customer is authorised to do so, will inform that person that the Supplier may use their information in order to assess this application and further that they can gain access to the information the Supplier holds about them by contacting the Supplier.
2. Each signatory to this application warrants that, where there is more than one Customer, or where the Customer is a corporation, that he or she is authorised to sign on behalf of all Customers or the corporation, as appropriate.
3. The Customer acknowledges that the Supplier may, in its absolute discretion:
 - (a) request further information, including financial statements from the Customer in order to assess this application;
 - (b) refuse this application;
 - (c) determine the number of days within which, from the date of delivery of Goods, the Customer is to pay for Goods (the Period of Credit);
 - (d) determine the maximum amount of credit to be provided to the Customer at any time (the Credit Limit);
 - (e) suspend or withdraw the credit facility entirely or exclude one or more Contracts from the benefit of the credit facility;
 - (f) vary the Period of Credit for one or all Contracts or vary the Credit Limit; or
 - (g) vary these Credit Terms.

If the Supplier withdraws the credit facility entirely or in part, the Supplier may give notice to the Customer that all monies owing to the Supplier in respect of any Contract or Contracts are immediately due and payable.
4. If the Supplier accepts this application, the Customer will be notified of the Period of Credit and any Credit Limit. Any subsequent order of Goods placed by the Customer and accepted by the Supplier will have the benefit of the Period of Credit except:
 - (a) where, pursuant to these Credit Terms or the Terms and Conditions of Sale, the credit facility is withdrawn and the Supplier gives notice to the Customer that all monies owing in respect of the Contract are immediately due and payable; or
 - (b) where, in accordance with clause 5, the provision of credit in respect of the price of the Goods under the Contract would cause the Credit Limit to be exceeded.
5. If the Supplier determines that a Credit Limit is to apply to the credit facility provided to the Customer, a Contract will not have the benefit of the Period of Credit if the price of the Goods under the Contract, when added to the prices of Goods under the Contracts already subject, at that time, to the benefit of the credit facility, would cause the Credit Limit to be exceeded. If, by operation of this clause, a Contract is not entitled to the benefit of the Period of Credit and if, through inadvertence including because of a mistaken belief that the Period of Credit was available to the Customer, the Goods subject to the Contract are delivered without the Purchase Price having been paid in advance of, or in cash on, delivery, the Purchase Price must be paid immediately on demand made by the Supplier.
6. For as long as a Period of Credit continues to operate in respect of the Customer, payment for Goods must be made within the Period of Credit. The terms of payment are otherwise subject to the Terms and Conditions of Sale.
7. To the extent that the Supplier's interest in any Goods, any proceeds of the Goods, and any product or mass that the Goods may be or become part of, is a security interest under the Personal Property Securities Act 2009 (PPS Act), the Customer acknowledges that the Supplier may register a financing statement in relation to its security interest. The Customer waives its rights under section 157 of the PPS Act to receive notice of any verification statement relating to the registration of any such financing statement or any related financing statement.
8. The Customer agrees that the Supplier may give their information (including information about credit worthiness, history, standing or capacity) to, and obtain such information about them from, credit reporting agencies, any referee nominated by the Customer, other credit providers and, if relevant, any guarantor or prospective guarantor of the Customer's liabilities to the Supplier for the purposes, as appropriate, of:
 - (a) assessing this application;
 - (b) assessing, at any time, whether to continue to provide a credit facility to the Customer;
 - (c) (if relevant) the collection of payments overdue to the Supplier from the Customer; and

- (d) (if relevant) any person deciding whether to act as a guarantor, or to keep a guarantor informed, in respect of the Customer's liabilities to the Supplier.
- 9. The Supplier and the Customer agree not to disclose information of the kind mentioned in section 275(1) of the PPS Act, except in the circumstances required by sections 275(7)(b) to (e) of the PPS Act. The Customer agrees that it will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if the Supplier approves. Nothing in this clause will prevent any disclosure by the Supplier that it believes is necessary to comply with its other obligations under the PPS Act.
- 10. To the extent that it is not inconsistent with clause 9 constituting a "confidentiality agreement" for the purposes of section 275(6)(a) of the PPS Act, the Customer agrees that the Supplier may disclose information of the kind mentioned in section 275(1) of the PPS Act to the extent that the Supplier is not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPS Act) pursuant to section 275(1) of the PPS Act.

PRIVACY STATEMENT AND CONSENT

[This section must be read by each individual who signs the application].

If you sign this application whether on your own behalf or on behalf of another (including as a proprietor, partner or director), you acknowledge that the Supplier collects your information in order to determine whether to supply, and in connection with the supply of, credit to the Customer and you agree that the Supplier may:

- (a) obtain information about you from, and provide information about you to, credit reporting agencies in order to assess this application or in connection with, if relevant, the collection of payments overdue to the Supplier from the Customer. (This information may include anything about your credit worthiness, history, standing or capacity); and
- (b) use the personal information about you which you or others have provided at any time to the Supplier in order to provide and manage the credit facility and, where required, to comply with legislative and regulatory requirements; and
- (c) as appropriate, disclose that information to the Customer, to the Supplier's related bodies corporate, any guarantor or prospective guarantor of the Customer's liabilities to the Supplier, regulatory and law enforcement bodies, debt collection agencies, any organisation proposing to fund the acquisition of, or acquire, any interest in any obligation the Customer may owe the Supplier, and to any person to the extent necessary, in the Supplier's view, to carry out any instruction the Customer gives to the Supplier or to enforce any rights of the Supplier against the Customer.

You acknowledge that, subject to the provisions of the Privacy Act 1988 (Cwlth), you may access the information which the Supplier holds about you at any time by contacting us at: www.wesleypharmacy.com.au, Level 2 Sandford Jackson Bldg, 30 Chasely St, Auchenflower QLD 4066, +617 3371 1754.