

# Terms and Conditions

Product remains the property of Novis Healthcare until invoice is paid in full.  
All dealings with Novis Healthcare are governed by our Terms and Conditions of trade Novis Healthcare Pty Ltd (Novis)

## 1 Sales

These conditions apply to all sales made by Novis, whether such sales result from orders received from the Customer by telephone, mail, facsimile, email or over the Internet.

## 2 Special Conditions

In the interpretation of the contract between Novis and the Customer any special conditions agreed upon shall take precedence over these printed conditions.

## 3 Prices

Where prices are specified on a Novis price list, such prices are subject to variation without notice and the price charged to the Customer will be that advised on the invoice. Where a price has been quoted prior to order, that price is valid for 30 days only.

## 4 GST

Should any sale of equipment pursuant to these conditions be subject to a goods and service tax ("GST") then the Customer must pay to Novis the GST levied on the equipment in addition to the price at the same time that payment of the equipment is required.

## 5 Terms of Payment

The Customer is responsible for all charges made to the Credit Facility and will be required to pay Novis the amount charged on each invoice within 30 days after the end of month of purchase.

## 6 Method of Payment

Payment can be by way of cheque, credit card, direct deposit to Novis's nominated bank account or other payment methods as agreed by Novis.

## 7 Ownership of the Equipment

Delivery of possession of the equipment to the Customer is made on the express condition that ownership of the equipment shall not pass to the Customer until payment in full for those equipment has been received by Novis.

## 8 Acceptance of Equipment

The Customer shall be deemed to have accepted the equipment to be of description, quality and quantity ordered unless particulars of any claim are notified to Novis within seven (7) days after arrival of equipment at place of delivery. Any complaint made by the Customer that a transaction recorded on the Customer's invoice is incorrect must be advised to Novis in writing within seven (7) days of the issue of the invoice. If not received within 7 days the invoice shall be deemed to be correctly made and the equipment correctly supplied.

## 9 Damaged Equipment

Freight company consignment notes should be signed as accepted Subject to Check. Failure to do this will make it impossible for the Customer to rely on our insurance cover for the equipment.

## 10 Insurance

Where the Customer arranges the delivery of the equipment, the Customer shall arrange insurance. In all other circumstances, Novis shall insure the equipment to point of delivery. The Customer is responsible for the safe storage of the equipment once they have been delivered to the nominated premises.

## 11 Credit Limit

Novis may specify the maximum amount that may be charged to the Credit Facility within a specified time (credit limit). The Customer's credit limit may also be subject to regular assessment by Novis. The Customer agrees that the amount charged to the Credit Facility will not exceed the Customer's credit limit. Novis will not be liable for any loss, damage or delay whatsoever or howsoever caused arising from the refusal by Novis to supply the Customer with equipment on credit, notwithstanding that the Customer's Credit Facility has not been suspended or terminated. Novis will require immediate payment of the amounts charged for services supplied by Novis to any Customer and charged to the Credit Facility in excess of the credit limit.

## 12 Overdue Accounts

Overdue accounts beyond trading terms may automatically be placed on stop supply and further credit withheld. Novis reserves the right to charge interest or to recover costs in relation to collection of any overdue debt plus interest. Should Novis be required to collect the equipment, the Customer will be liable for any related costs including freight, cleaning or product repairs.

## 13 Termination

Either party may at anytime terminate the Contract on seven (7) days written notice to the other party. If Novis should suspend or terminate the Customer's Credit Facility the outstanding balance will become immediately due and payable by the Customer to Novis. The Customer shall pay to Novis any amounts reasonably incurred or expended by Novis in exercising its rights under these terms and conditions as a result of an act of default by the Customer or as a result of any circumstances referred to in clause 16.

## 14 Indemnity

The Customer shall indemnify Novis against any loss or damage whatsoever which Novis may suffer as a result of any action, proceeding, claim, demand, prosecution or circumstance arising out the performance, nonperformance or breach by the Customer of any duty, obligation, covenant or warranty under the Contract.

## 15 Change in Address or Company Status

Any changes to the customers' trading address, contact numbers, legal entity or management structure must be advised to Novis within seven (7) days of the effective change.

## 16 Default

Novis reserves the right at all times to suspend or terminate the Customer's Credit Facility with or without notice to the Customer for reason of default by the Customer of the terms and conditions on the Customer's part express or implied in the Contract if:

- i Novis was induced by fraudulent misrepresentation on the Customer's part to approve a Credit Facility to the Customer;
- ii The amount charged to a Customer's Credit Facility exceeds the Customer's credit limit at any given time without the prior written approval of Novis;
- iii Any amount charged to the Credit Facility is due and unpaid (disputed amounts on the statement of account will not be considered due until the dispute is rectified);
- iv In the opinion of Novis there are any changes in the Customer's constitution, ownership, membership, control, status or ability to provide security for the payment of amounts which have or are likely to be charged to the Customer's Credit facilities.
- v The Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Customer being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Customer being a natural person, dies; or the Customer ceases or threatens to cease conducting business in the normal manner.

## 17 Variation

Novis reserves the right to vary these terms and conditions for a Credit Facility with respect to future transactions between Novis and the Customer by agreement between Novis and the Customer, or unilaterally by Novis giving to the Customer at least seven (7) days prior written notice specifying the variation and the date upon which the variation becomes effective and that the variation will take place upon that date. Notice of the variation may be given to the Customer by Novis with the Customer's invoice, or mailed to the Customer's address.

## 18 Credit Enquiries

For the purpose of the Application and during the currency of the Contract the Customer expressly authorises Novis to make such lawful enquires Novis may require to satisfy itself as to the creditworthiness of the Customer and undertakes to provide signed written authorities addressed to the Customer's banker or other credit providers, credit bureaux or mercantile agencies as Novis may require.

## Authorisation

I have read and agree to these Business Terms and Conditions as published by Novis Healthcare.  
I warrant that I am authorised to establish an account on behalf of the listed business.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Position \_\_\_\_\_