

**WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

- 1.1 "Supplier" means Unique Health Products Pty Ltd T/A Unique Health Products, its successors and assigns or any person acting on behalf of and with the authority of Unique Health Products Pty Ltd T/A Unique Health Products.
- 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by the Supplier to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between the Supplier and the Client in accordance with clause 4 below.
- 2. Acceptance**
- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 These terms and conditions may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier.
- 2.3 The Client acknowledges and accepts that the Supplier is not the manufacturer of Goods supplied and therefore shall not hold out the Supplier of the Goods, so as to be the manufacturer of Goods, to any third party at any time.
- 2.4 The Client confirms that they are purchasing Goods from the Supplier for the purposes of re-sale by the Client within Australia, in a retail environment at a retail premises. In the event that the Supplier has reasonable reason to believe that the Client is not complying with this clause then the Supplier may without any liability to the Client whatsoever either suspend or terminate the supply of Goods to the Client.
- 3. Change in Control**
- 3.1 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.
- 4. Price and Payment**
- 4.1 At the Supplier's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Supplier to the Client; or
- (b) the Price as at the date of delivery of the Goods according to the Supplier's current price list, or the Price as discounted from time to time and detailed in the Supplier's Clearance Deal Sheet.
- 4.2 At the Supplier's sole discretion a deposit may be required.
- 4.3 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:
- (a) before delivery of the Goods;
- (b) by way of instalments/progress payments in accordance with the Supplier's payment schedule;
- (c) thirty (30) days from End of Month in which a statement is sent to the Client's address or address for notices;
- (d) the date specified on any invoice or other forms as being the date for payment; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.
- 4.4 Payment may be made by electronic/on-line banking, credit card, or by any other method as agreed to between the Client and the Supplier.
- 4.5 Where the Supplier has approved a Credit Account for the Client, then the Client authorises the Supplier to debit the amount due and payable for each monthly statement issued on that account directly from the Client's credit card stored in Eway's secure Token Vault (the details of which have been advised by the Client to the Supplier)
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or setoff of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 5. Delivery of Goods**
- 5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 5.2 The cost of delivery is not included in the Price unless;
- (a) delivery is within Australia; and
- (b) the Client's order for Goods from the Supplier is more than five hundred Australian dollars (\$500 AUD) in one transaction.
- 5.3 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 5.4 The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 5.5 Any time or date given by the Supplier to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Supplier will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
- 5.6 The Supplier shall not be liable to the Client or any person claiming through the Client for any loss or damage to Goods in transit howsoever arising. Notwithstanding which the Supplier must provide the Client with all assist as is necessary to pursue any claim against the freight carrier provided that the Client has:
- (a) notified the Supplier and the freight carrier in writing immediately after loss or damage is discovered; and
- (b) lodges a compensation claim on the freight carrier within forty-eight (48) hours of the date the Goods are received or should have been received by the retailer.
- 6. Risk**
- 6.1 Risk of damage to or loss of the Goods passes to the Client immediately the Goods leave the Supplier's premises and the Client must insure the Goods before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following dispatch but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 6.3 If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 6.4 Any property of the Client held by the Supplier on behalf of the Client is held at the Client's sole risk at all times.
- 7. Client's Disclaimer**
- 7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Supplier and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
- 7.2 Where the Supplier provides advice to the Client, such advice is given in good faith only. The Client acknowledges that the Supplier shall not be liable for any claims howsoever arising out of any advice given.
- 8. Title**
- 8.1 The Supplier and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid the Supplier all amounts owing to the Supplier; and
- (b) the Client has met all of its other obligations to the Supplier.
- 8.2 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 8.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 8.1 that the Client is only a bailee of the Goods and must return the Goods to the Supplier on request.
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.
- (e) the Client irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods.
- (f) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.
- (h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 9. Personal Property Securities Act 2009 ("PPSA")**
- 9.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 9.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Client.
- 9.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to;
- (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
- (ii) register any other document required to be registered by the PPSA; or
- (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii);
- (b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;
- (c) not register a financing change statement in respect of a security interest without the prior written consent of the Supplier;
- (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Supplier;
- (e) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 9.4 The Supplier and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 9.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 9.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 9.7 Unless otherwise agreed to in writing by the Supplier, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.

- 9.8 The Client must unconditionally ratify any actions taken by the Supplier under clauses 9.3 to 9.5.
- 9.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 10. Security and Charge**
- 10.1 In consideration of the Supplier agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 10.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
- 10.3 The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf.
- 11. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)**
- 11.1 The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Supplier in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Supplier to inspect the Goods.
- 11.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (**Non-Excluded Guarantees**).
- 11.3 The Supplier acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 11.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Supplier makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Supplier's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.5 If the Client is a consumer within the meaning of the CCA, the Supplier's liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.6 If the Supplier is required to replace the Goods under this clause of the CCA, but is unable to do so, the Supplier may refund any money the Client has paid for the Goods.
- 11.7 If the Client is not a consumer within the meaning of the CCA, the Supplier's liability for any defect or damage in the Goods is:
- limited to the value of any express warranty or warranty card provided to the Client by the Supplier at the Supplier's sole discretion;
  - limited to any warranty to which the Supplier is entitled, if the Supplier did not manufacture the Goods;
  - otherwise negated absolutely.
- 11.8 Subject to this clause 11, returns will only be accepted provided that:
- the Client has complied with the provisions of clause 11.1; and
  - the Supplier has agreed that the Goods are defective; and
  - the Goods are returned within a reasonable time at the Client's cost (if that cost is not significant); and
  - the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 11.9 Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, the Supplier shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- the Client failing to properly maintain or store any Goods;
  - the Client using the Goods for any purpose other than that for which they were designed;
  - the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
  - the Client failing to follow any instructions or guidelines provided by the Supplier;
  - contamination or leakages induced by the Client;
- modifications made to the Goods which were not authorised by the Supplier;
  - fair wear and tear, any accident, or act of God.
- 11.10 Notwithstanding anything contained in this clause if the Supplier is required by a law to accept a return then the Supplier will only accept a return on the conditions imposed by that law.
- 11.11 For clarity the Supplier will not refund where the Client changes their mind or makes the wrong decision.
- 12. Intellectual Property**
- 12.1 Where the Supplier has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Supplier.
- 12.2 The Client warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
- 12.3 The Client agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Client.
- 13. Default and Consequences of Default**
- 13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 13.2 If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).
- 13.3 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client. The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 13.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
- any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
  - the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- (d) a judgment is awarded against the Client by any Court or Tribunal.
- 14. Cancellation**
- 14.1 The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 14.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 15. Privacy Act 1988**
- 15.1 The Client agrees for the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Supplier.
- 15.2 The Client agrees that the Supplier may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- to assess an application by the Client; and/or
  - to notify other credit providers of a default by the Client; and/or
  - to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
  - to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 15.3 The Client consents to the Supplier being given a consumer credit report to collect overdue payment on commercial credit (Part IIIA Privacy Act 1988).
- 15.4 The Client agrees that personal credit information provided may be used and retained by the Supplier for the following purposes (and for other purposes as shall be agreed between the Client and Supplier or required by law from time to time):
- the provision of Goods; and/or
  - the marketing of Goods by the Supplier, its agents or distributors; and/or
  - analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods; and/or
  - processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
  - enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.
- 15.5 The Supplier may give information about the Client to a credit reporting agency for the following purposes:
- to obtain a consumer credit report about the Client;
  - allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 15.6 The Supplier may give information (store name, address, and phone number only) about the Client to the Supplier's suppliers so that those suppliers may on their website list the Client as a retailer of the supplier's products. The Supplier shall advise their suppliers that such information so provided may not be used for any purpose other than that allowed under this clause.
- 15.7 The information given to the credit reporting agency may include:
- personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
  - details concerning the Client's application for credit or commercial credit and the amount requested;
  - advice that the Supplier is a current credit provider to the Client;
  - advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
  - the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
  - information that, in the opinion of the Supplier, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
  - advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
  - that credit provided to the Client by the Supplier has been paid or otherwise discharged.
- 16. Dispute Resolution**
- 16.1 If a dispute arises relating to this agreement or as to any related claim regarding restitution or in law, in equity or pursuant to any statute, both the Supplier and the Client expressly agree to endeavour to settle the dispute in good faith by negotiation before referring any such dispute or claim to litigation.
- 17. Force Majeure**
- 17.1 Where the Supplier or the Client is either wholly or in part is unable by reason of an Act of God, strike, lockout, or other interference with work, war, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint or embargo, unavailability or delay in availability of Goods, or transport, inability or delay in obtaining government approvals, and any other cause which is not

reasonably within the control of the affected party ('force majeure'), to carry out any obligation under this agreement and that party:

(a) gives the other party prompt notice of that force majeure with full particulars of the probable extent to which it will be unable to perform, or be delayed in performing its obligations under this agreement; and

(b) uses all possible diligence to remove that force majeure as soon as possible; then

those obligations shall be suspended so far as it is affected by the force majeure event and during its continuance provided that;

(a) an obligation to pay money is never excused by force majeure; and

(b) the requirement that any force majeure event shall be removed with all possible diligence shall not require the settlement of strikes, lockouts, or other labour disputes, or claims or demands by any government on terms contrary to the wishes of the party affected.

to process transactions efficiently, analyse the Supplier's website services and enable us to provide a higher level of customer service (which may include informative or promotional activities).

22.2 The Supplier may also collect the following information/tracking data for statistical purposes:

- (a) The Client's IP address;
- (b) Date and time of website visits;
- (c) Clicks and activity on this site;
- (d) The referring site if any through which the Client clicked through to the Supplier's site;
- (e) Technical information on the Client's browser, device and operating systems.

### 23. Information Released from Website

23.1 The Supplier will only release information about the Client as authorised by the Client, required by law or where required in order for the Supplier to provide Goods to the Client e.g to third party suppliers, or delivery companies. Where supplied to such third parties the information provided will only be sufficient for the third party to perform their services and may not be used by them for any other purpose.

23.2 Except as detailed above the Supplier will not share, give, sell, rent, or lease information to third parties and the Client's personal information will only be disclosed to those employees within the Supplier's organisation who have a need to know the information in order to ensure the Client is provided with details about the Supplier's Goods or to request Goods through the website.

23.3 Under the Privacy Act legislation the Client can ask to see any information the Supplier may hold about the Client and the Client also has the right to have any inaccuracies in the same corrected by the Supplier. The Supplier will comply with any such requests to the extent required by the Privacy Act legislation within fourteen (14) days of the receipt of the request.

### 24. Cookies from Website

24.1 The website uses a technology called cookies (a small element of data that the website may send to the Client's computer) that may be used to provide the Client with specific information for the purpose of the Supplier tracking site usage and traffic. These cookies **do not read the Client's hard drive or collect personal information** but may be stored on the Client's hard drive to enable the Supplier's website to recognise the Client when the Client returns to the same.

### 25. Computer Damage

25.1 The Supplier assumes no responsibility or liability for any damages, or viruses, worms, Trojan horses or other malicious code that manifest contaminating or destructive properties that may infect the Client's computer equipment or other property on account of the Client's access to, use of, or browsing the web site, or the downloading of any materials, data, text, images, video, or audio from the web site.

### 26. Web Copyright and Trademarks

26.1 The contents of the website are at all times the copyright or trademark property of either the Supplier, the Supplier's suppliers or linked third parties. The Client may not distribute, reproduce, display, publish any trademark or other content of this website for any purpose whatsoever without the prior written approval of the Supplier, the Supplier's suppliers or linked third parties (each as applicable). Furthermore the Client agrees to indemnify the Supplier against any claims, costs, damages or losses incurred by the Client should the Client fail to comply with clause.

### 27. Web Advertisers and Linked Sites

27.1 The display on the website of any advertiser or the provision of a link to third party websites does not constitute the Supplier's endorsement of either the advertiser or third party provider or any of their website content or business practices. As the Supplier does not have any control of the content of any third party websites, access to such websites is at the Client's sole risk and it is recommended that the Client thoroughly reviews the terms and conditions of use and the Privacy policies of any third party website immediately when accessing such a site.

27.2 The Supplier shall accept no liability in regards to any dealings, promotions or activities between the Client and advertisers or third party providers.

### 28. Web Specifications and Information

28.1 Specifications and information provided on the website are given in good faith based on the Supplier's knowledge, experience, or information provided by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by the Supplier. It is recommended if the Client has any concerns as to the suitability of Goods provided through the website in respect to the use of the Goods or their suitability for a particular use that the Client contact the Supplier or seek external professional opinion.

28.2 In publishing this Website, the Supplier make no representations concerning the efficacy, appropriateness or suitability of any products or treatments. The Supplier is not a health care professional and has no medical background or training. Statements and information regarding any products mentioned within this website have not been evaluated by the Therapeutic Goods Administration (TGA) and are not intended to diagnose, treat, cure or prevent any disease or health condition.

28.3 The information provided by the Supplier's website is general in nature and is intended for educational and informational purposes only. It is not intended to replace or substitute the evaluation, judgment, diagnosis, and medical or preventative care of a physician, paediatrician, therapist and/or health care provider.

28.4 Any medical, nutritional, dietetic, therapeutic or other decisions, dosages, treatments or drug regimes should be made in consultation with a health care practitioner. Do not discontinue treatment or medication without first consulting a physician, clinician or therapist.

28.5 The Client acknowledges and accepts that colours of items displayed on the website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to the Supplier for use, or the quality, age or settings on the Client's monitor. If colour is a major factor in the Client's decision making the Supplier recommends that the Client contact the Supplier before purchase.

### 29. On-Line Ordering

29.1 Display on this website does not guarantee the availability of any particular Good(s) therefore all orders placed through this website shall be subject to confirmation of acceptance by the Supplier. Orders for Goods shall be subject to confirmation of suitable timeframes between the Client and the Supplier for provision of the Goods.

### 30. Continuous Service

30.1 Due to the inherent nature of websites the Supplier cannot guarantee uninterrupted or continuous availability of this website and the Client accepts that the website may also be unavailable from time to time for maintenance or scheduled upgrades. Where able the Supplier shall give the Client advanced warning of the same. The Supplier shall accept no liability in relation to website downtime whether scheduled or otherwise.

### 31. Termination of Web Access

31.1 Access to the Supplier's website may be terminated by the Supplier (at their sole discretion) at any time without notice or any requirement to give the Client a reason why. In the event of termination under this clause the Supplier shall have no liability to the Client whatsoever (including for any consequential or direct loss the Client may suffer).

### 18. General

18.1 The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

18.2 These terms and conditions and any contract to which they apply shall be governed by the laws of the state in which the Supplier has its principal place of business, and are subject to the jurisdiction of the Maroochydore courts in that state.

18.3 Subject to clause 11 the Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

18.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

18.5 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.

18.6 The Client agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, then that change will take effect from the date on which the Supplier notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for the Supplier to provide Goods to the Client.

18.7 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

### 19. Website Conditions of Use

19.1 To transact through the website (i.e purchase Goods), the Client must warrant to be at least 18 years of age, have the power to enter into this agreement and acknowledge that this agreement creates binding and valid legal obligations upon the Client.

### 20. Storing Information from Website

20.1 The Supplier will take all reasonable steps to ensure that Client information held by the Supplier is accurate, up-to-date, complete, applicable, not misleading and will only be used for the purposes stated in the Privacy Policy. The Supplier will maintain security safeguards to protect Client information and will take all reasonable steps to ensure that Client information is not disclosed to any unauthorised person or entity.

### 21. Securing Information from Website

21.1 When making a transaction through the website Client information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that Client information cannot be read by or altered by outside influences.

### 22. Information Collected from Website

22.1 When the Client requests Goods, the Supplier may collect personal information supplied by the Client through an online order form. Such information will enable the Supplier