



SALE CONTRACT

THIS AGREEMENT is made on the date described in **item 1** of the Schedule.

BETWEEN: Quantum Supplies Pty Ltd (ABN 91 129 057 085) of PO Box 1028 Maleny Queensland 4552. (the "seller")

AND: The person identified in **item 2** of the Schedule. (the "buyer")

RECITALS:

- A. The seller is a supplier of the goods described in **item 3** of the Schedule (the "goods").
- B. The buyer wishes to buy the goods from the seller.
- C. The seller has agreed to sell and the buyer has agreed to buy the goods on the terms and conditions set out in this agreement.

THE PARTIES AGREE:

1. Sale and Purchase

In consideration of payment of the amount/s specified in **item 3** of the Schedule (the "price"), the seller sells to the buyer and the buyer buys from the seller the goods on the terms and conditions of this agreement.

2. Placement of Order

The buyer does hereby order the goods from the seller of the quantity and of the kind specified in the Schedule. All goods to be supplied by the seller to the buyer are as described in the Schedule and the description prevails over all other descriptions including any specification or enquiry of the buyer.

3. Prices

Unless otherwise stated all prices quoted by the seller are inclusive of Goods and Services Tax (GST). Any additional freight charges are identified in **Item 4** of the Schedule. Prices quoted in the schedule are those ruling at the date of signing of this agreement and are based on rates of freight, customs duties, exchange rates, shipping expenses, sorting and stacking charges, cartage, cost of materials and other charges affecting the cost of supply at that time. If the buyer does not make a payment of the purchase price pursuant to clause 4 of these terms and conditions, the price of the goods (and or the freight costs) may alter and the buyer agrees to pay to the seller the cost of any such alteration in the price of the goods.

4. Payment

The buyer must pay the full price of the goods, to the seller by direct deposit or credit card within 24 hours from the time of signing this agreement. Payment is only deemed to have been received by the seller once cleared funds are received to the seller's bank account. (The seller is not responsible for monies that are paid to the incorrect account.) If payment is not received by the seller within the time prescribed, the seller may at its sole discretion terminate this sale contract or affirm the sale contract by processing the buyers order, in the later case the buyer shall be responsible for any adjustment in the price occasioned by the late payment. (i.e. per clause 3.)

5. Sellers Obligations

Upon receipt of the payment for the goods (in accordance with and subject to clause 4), the seller shall process the buyers order.

6. Passing of title

Title to the goods passes to the buyer free of encumbrances and all other adverse interests upon receipt of payment in full by the seller. The seller reserves its rights in relation to the goods until all monies owed by the buyer to the seller are fully paid including (but not limited to) ownership of the goods.

7. Delivery

The seller will deliver the goods to the address specified in **item 3** of the schedule ordinarily within 60 - 90 days after payment for the goods has been received by the seller. The delivery times made known to the buyer are estimates only and the seller is not be liable for late delivery or non-delivery. The seller is not liable for any loss, damage or delay occasioned to the buyer or its customers arising from late or non-delivery or late installation of the goods.

8. Risk

All and any risk in the goods shall pass to the buyer upon payment for the goods. The buyer is responsible for taking out insurance and cover in respect of the goods on and from that date.

9. Loss or Damage in Transit

Whilst the seller will take all care to protect the goods from loss or damage prior to delivery, the seller is not responsible to the buyer or any person claiming through the buyer for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not the seller is legally responsible for the person who caused or contributed to that loss or damage).

10. Refunds and Warranties

The seller does not provide refunds. The seller's liability for a breach of a condition or warranty implied by Div.2 of Part V of the *Trade Practices Act 1974* (other than s69) and equivalent state legislation is limited to the repair of the goods.

11. Cancellation

Upon signing of this agreement, no order may be cancelled by the buyer except with consent in writing and on terms which will indemnify the seller against all and any losses.

12. Exclusion of Negligence and Breach of Contract.

The seller is not liable to the buyer in contract or in tort arising out of, or in connection with, or relating to:

- (a) the performance of the goods or any breach of these conditions; or
- (b) any fact, matter or thing relating to the goods; or
- (c) any error (whether negligent or in breach of contract or not) in the information supplied to the buyer or a user before or after the date of the purchaser's or user's use of the goods.

13. Exclusion of Representations and Arrangements

These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the goods or any part of the products including, but without limiting the generality of the foregoing, those relating to the performance of the goods or any part of the goods or the results that ought to be expected from using the goods.

14. Acknowledgment of Purpose for Which Goods are Supplied

The buyer acknowledges that it has not made know to the seller expressly or impliedly any particular purpose for which the goods have been acquired.

15. Indemnity

The buyer indemnifies on a continuing basis and on a full indemnity basis the seller from and against any liability, loss, expense or demand for or arising from any false, misleading, deceptive or misdescriptive representation or statement made by the buyer in respect of the goods to any person. This indemnity survives termination of this agreement by either party for any reason.

16. Limitation to Price of Goods

The maximum liability of the seller under this agreement for any reason whatsoever, whether arising in tort or contract or any other cause of action, is hereby limited to the price of the goods.

17. Force Majeure

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the seller or the buyer either is unable to perform in whole or in part any obligation under this agreement that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is to be liable to the other party to this agreement in respect of such inability.

18. Marketing and Representation of Goods

The buyer agrees and undertakes that it (its directors, servants and agents) will not market or represent the goods other than in accordance with the guidelines and conditions imposed by the Therapeutic Goods Administration (the "TGA"). The buyer acknowledges that the goods are not a diagnostic device and further undertakes not to make to any person any statement of representation to that effect. The buyer indemnifies on a continuing basis and on a full indemnity basis the seller in respect of any and all breaches of this clause and undertaking. This indemnity survives termination of this agreement by either party for any reason.

19. Amendment

This agreement is not to be amended except in writing signed by each of the parties.

20. Proper law

This agreement is subject to the law of the state of Queensland Australia. The parties submit all disputes arising between them to the courts of such state and any court competent to hear appeals from those courts of first instance.

21. Severance

If a provision of this agreement is void or unenforceable it must be severed from this agreement and the provisions that are not void or unenforceable are unaffected by the severance.

22. Interpretations

In this agreement:

- (a) Clause headings are for convenience only and do not affect interpretation unless the context otherwise requires;
- (b) Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders, words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
- (c) References to parties, parts, clauses, annexures and schedules are references to parties, parts, clauses, annexures and schedules to this Agreement as modified or varied from time to time;
- (d) All references to date and time are to Queensland time; and
- (e) All references to "\$" and "dollars" are to the lawful currency of Australia.

SCHEDULE

Item No.			GST	Total
Item 1:	Date of Agreement:			
Item 2:	Name and Address of buyer:			
Item 3:	Goods & Price:		\$ (AUD)	\$ (AUD)
			\$ (AUD)	\$ (AUD)
			\$ (AUD)	\$ (AUD)
Item 4:	Freight Charges:		\$ (AUD)	\$ (AUD)
TOTAL PRICE (including Freight Charge)=				\$ (AUD)

EXECUTED AS AN AGREEMENT:

Signed on behalf of the seller:

Signed by the buyer:

Sellers Signature

Buyers Signature