

## TERMS AND CONDITIONS OF SALES

### 1. GENERAL

These terms and conditions are the terms and conditions under which the Supplier ("Supplier" is Safflower Pty Ltd) supplies goods to an accepted Customer ("Customer" is a Health Professional as defined by the Therapeutic Goods Act) and no variation or abrogation will be effective unless evidenced in writing and signed on behalf of the Supplier by an authorized officer of the Supplier.

### 2. PRACTITIONER ONLY RANGE

Goods supplied by the Supplier can only be supplied to a registered practitioner who is a member of one or all of the following accredited organisations:

For liquid and granulated extracts, formulas:

- Chinese Medicine Registration board of Australia (CMRBA)
- Australian Acupuncture and Chinese Medicine Association (AACMA)
- Australian Natural Therapists Association (ANTA)
- Australian Traditional Medicine Society (ATMS)
- Federation of Chinese Medicine and Acupuncture Societies of Australia (FCMA)

For herbal creams, one of the above organisations or:

- Australian Traditional Medicine Society (ATMS) (Western Herbalist, Acupuncturist, Chinese medicine Herbalist)
- Natural Herbalists Association of Australia (NHAA)
- Complimentary Medicine Association (CMA)
- Australian Naturopathic Practitioners Association (ANPA)
- Australian College of Nutritional & Environmental Medicine (ACNEM)

### 3. DELIVERY AND DESPATCH

Orders received by the Supplier **prior to 1.00pm on weekdays** (excluding public holidays) will be dispatched on the same day. Orders received **after 1.00pm** on weekdays or on public holidays will be dispatched as soon as possible but at the latest on the next available business day.

Unless otherwise directed by the Customer all orders will be sent directly to the Customer. In the event the Customer directs an order be sent to a destination other than the Customer, the Supplier is dispatching such an order is acting as the agent for the Customer. The Customer is responsible to provide correct and accurate delivery addresses.

Delivery charges for orders sent directly to the Customer or to a destination at the direction of the Customer are at the expense of the Customer.

Unless specified in writing the Supplier will not be responsible for any damages or loss whatsoever or howsoever caused during transit once the goods are dispatched out of the Supplier's premises.

Delivery dates and times quoted for delivery of goods are estimates only and the Supplier shall not be liable for any loss or damage arising as a result or consequence of

any failure to deliver or delay in delivery of any goods arising from any circumstances of whatsoever nature which are outside the Supplier's control. The Customer shall not be relieved of any obligation to accept or pay for goods by reason only of delay in delivery.

#### **4. TITLE, RISK LOSS OR DAMAGES**

The Supplier shall remain the absolute legal and equitable owner of any and all goods supplied either directly to the Customer or at the direction of the Customer under any contract whatsoever until such time as payment for said goods has been fully received by the Supplier as clear funds. Such goods shall be held by the Customer as bailee for the Supplier until full payment for the goods has been made to the Supplier.

All goods supplied by the Supplier shall be at the Customer's risk immediately upon dispatch from the Supplier's premises and the Customer agrees and undertakes to insure the Goods against all risks for their full replacement value from time to time.

The Customer's right to possession of the goods shall cease if he, not being a company, commits an act of bankruptcy or if a Company a Receiver or Manager becomes entitled to take possession of any assets of the Company or any proceedings are instituted for the winding up of the Company. Upon the happening of any such event the Supplier may repossess the goods and for this purpose the Customer irrevocably authorise the Supplier to enter upon any premises owned or occupied by the Customer upon which the Supplier reasonably believes goods to be located.

Unless otherwise expressly provided for in writing, the Supplier shall not be liable to the customer or the Customer's servants, agents, Customers or representatives for any direct, indirect, incidental or consequential loss or damages of any nature howsoever caused including but not limited to loss of profits, loss of sales opportunity or business reputation or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of this contract and in no event shall any claim be recognized unless the claim is in writing and received by the Supplier within fourteen days of the date of delivery. In any event, the liability of the Supplier under this contract is limited to the replacement of the goods or the supply of equivalent goods.

#### **5. PAYMENT**

Payment for all goods supplied by the Supplier directly to the Customer or at the direction of the Customer is due on the time of placing the order. Payment for orders must be made online by a credit card.

The Customer must be lawfully entitled to use the credit card to make payment for an order (whether as cardholder or as authorised representative of the cardholder).

The Supplier uses a third party service provider to process payments for credit card orders. By entering credit card details via the Payment Provider, the Customer authorises the Supplier to charge the nominated card for the amount of the order.

The credit card details that are entered via the Payment Provider will remain electronically stored for future payment transactions with the Supplier.

No refunds or credit will be provided once an order has been paid for.

The Customer is responsible for correctly entering all requested payment information. The Customer is also responsible to use secure passwords to protect the account (a strong password has at least 15 characters; has uppercase letters; has lowercase letters; has numbers; has symbols, such as ` ! " ? \$ % ^ & \* ( ) \_ - + = { [ ] } ; : @ ' ~ # | \ < , > . ? / : is not like your previous passwords; is not your name; is not your login; is not your friend's

name; is not your family member's name; is not a dictionary word; is not a common name; is not a common word). The Supplier recommends that the password is changed frequently.

The Supplier does not guarantee that information submitted by the Customer through this Site or through the website or portal of the Payment Provider will not be monitored, read, or intercepted by others, and must agree that the Supplier will not be liable for any loss, damage or costs incurred by the Customer or any other person if your information is monitored, read or intercepted in this way.

The Supplier is highly committed to safety and has security means in place that will significantly reduce the risk of interception.

#### **6. GOODS RETURNS AND CREDIT**

No credit will be allowed for returned goods unless, the goods were incorrectly supplied or damaged during transit and this has been notified to the Supplier within 48 hours of receipt of the goods by the Customer.

Goods returned for credit must be returned at the Customer's expense and received by the Supplier within fourteen (14) days from the date of dispatch.

Credit on returned goods may be subject to an account handling fee of 10% of the invoiced price of the goods at the sole discretion of the Supplier.

#### **7. JURISDICTION**

Any contracts entered into between the Supplier and the Customer shall be subject to the Jurisdiction of the Courts of Victoria, Australia.

#### **8. PRIVACY ACT 1988**

The Customer and the Guarantor/s are informed that personal information relating to the Customer and Guarantor/s might be disclosed by the Supplier to a credit reporting agency.

The Customer and the Guarantor/s agree to the Supplier obtaining from a business which provides information about the commercial credit worthiness of persons information concerning any commercial activities or commercial credit worthiness and using that information for the purposes of assessing this application.

The Customer and Guarantor/s agree to any credit reporting agency giving to the Supplier any credit report or record or information that has any bearing on the credit worthiness, credit standing, credit history or credit capacity of the Customer and Guarantor/s for to assess an application by the Customer or Guarantor for credit and/or to assess the credit worthiness of the Customer or Guarantor at any time.