

BV MEDICAL SERVICES LIMITED

Unit 7/110 Mays Road, Penrose, Auckland 1061

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions will apply to all Equipment provided by BV Medical Services Limited, our Customer (**you, Customer**) and will apply unless other terms are specifically agreed with the Customer.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract:

Aidacare means BV Medical Services Limited trading as Aidacare.

Aidacare IP means any Intellectual Property Rights of Aidacare (or licensed to Aidacare by a third party) which subsist in the Equipment Aidacare makes available in connection with a Contract.

Contract is defined in clause 2.1.

Customer ("You") means the person or entity specified in the Quote or Invoice (as applicable).

Defect means any error, omission, defect, deficiency or discrepancy in the Equipment or any other failure of the Equipment to comply with the Specifications.

Equipment means any goods, materials or items supplied by Aidacare as specified in the Quote or otherwise purchased from the Website.

Express Warranty has the meaning given to it in clause 10.1.

GST Act means the *Goods and Services Tax 1985* and any regulations made pursuant to that Act.

Intellectual Property Rights means all copyright and analogous rights (including moral rights), all registered or registrable rights in relation to inventions (including patent rights), trademarks, designs, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields.

Price means the price for the Equipment specified in the Quote.

PPSA means the *Personal Property Securities Act 1999*.

PMSI has the meaning given to it in the PPSA.

Quote means the quote for the Equipment the Customer requests to rent or purchase from Aidacare that is issued by Aidacare pursuant to these terms. Where Equipment is rented or purchased online via the Website, then the shopping cart will form the Quote.

Rental means an agreement, in accordance with these Terms & Conditions, to supply Equipment in return for ongoing periodic payments from the Customer. Title in the Equipment does not pass to the Customer.

Rent-to-Buy means an agreement, in accordance with these Terms & Conditions, to sell Equipment in return for a fixed number of periodic payments over an agreed period after which the title in the Equipment transfers to the Customer. Rent-to-Buy is only available to retail/individual Customers and, unless

otherwise agreed, is not available to funding bodies or businesses. Rent-to-Buy is only available for non-customised Equipment with a value greater than \$1,000.

Services means any services we agree to provide to you in a Quote including, but not limited to repair and maintenance of Equipment and home modifications.

Specifications means the Equipment specifications as specified in the Quote or advertised on the Website.

Website means any website operated by Aidacare including but not limited to www.aidacare.co.nz which the Customer accesses information about the Equipment and can rent or purchase Equipment.

1.2 In this Contract, unless the context otherwise requires:

- (a) "including" and similar words do not imply any limitation;
- (b) a reference to "\$" or "dollars" is a reference to New Zealand currency;
- (c) references to any party includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (d) references to statutes include all statutes amending, consolidating or replacing such statutes.

2. CONTRACT

- 2.1 A contract is formed when we issue to you, and you accept, a Quote for the rent or purchase of Equipment and/or Services, (the **Contract**).
- 2.2 The Contract consists of, in order of precedence: (i) the Quote (ii) and these Standard Terms and Conditions.
- 2.3 Once a Quote is accepted by you, it cannot be cancelled or modified without our written consent.
- 2.4 If we agree to accommodate your request for cancellation or alteration, then we may amend the Quote to impose reasonable material, labour, storage or cancellation charges.
- 2.5 If you rent any Equipment under these terms, then the Rental Terms at Annexure 1 will also apply to your rental and form part of the Contract.
- 2.6 If you Rent-to-Buy any Equipment under these terms, then the Rent-to-Buy Terms at Annexure 2 will also apply to your rental and purchase, and form part of the Contract.

3. DESCRIPTION OF THE EQUIPMENT

- 3.1 All descriptions, performance figures and other descriptive documents and illustrations given to you by us are a general guide of the Equipment, and do not form part of this Contract nor will they be deemed to be a representation, warranty, term or condition of, or relating to, this Contract.
- 3.2 We reserve the right to amend the Specifications without notice. The most up to date Specifications and pricing will be as specified in your Quote.

4. CULTURAL & LANGUAGE REQUIREMENT

4.1 Please advise our staff of specific cultural or language considerations required by you at the time Equipment assessment or delivery is arranged.

5. PRICE

5.1 In consideration for the supply of the Equipment, whether for rent or purchase, and/ or the Services, you must pay us the Price in accordance with this Contract.

5.2 Unless expressly stated otherwise, the Price is exclusive of freight charges from our designated warehouse or distribution centre. Freight charges for delivery to your premises will be notified to you and added separately to the invoice.

5.3 You authorise us to set-off without notice any undisputed amount held by us against any amount owing by you to us.

5.4 The parties agree that all amounts payable under this Contract are expressed on a GST exclusive basis. If GST is payable in relation to a Taxable Supply, the amount payable for that Taxable Supply is the amount for that Taxable Supply specified in this Contract plus GST. In this clause 5.4, the terms "GST" and "Taxable Supply" have the meaning given in the GST Act.

6. INVOICING AND PAYMENT

6.1 All invoices must be paid in full, without set-off or deduction, into Aidacare's nominated bank account on the 20th day of the month following the date of the issue of the invoice.

6.2 For non-credit Customers (including Rental and Rent-to-Buy), all invoices must be paid by electronic funds transfer, credit card or by equivalent means into Aidacare's nominated bank account prior to delivery of the Equipment or Services.

6.3 Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:

- (a) collect any Equipment that has not been paid for;
- (b) suspend further deliveries of Equipment; and
- (c) terminate the Contract in accordance with clause 16.1 of these Standard Terms & Conditions.

6.4 Where Aidacare has exercised our rights under clause 6.3, we remain entitled to payment for Equipment already delivered and may elect to charge interest at 3% per annum over our nominated bank's overdraft lending rate for any overdue amounts.

7. DELIVERY

7.1 If requested by you and provided for in the Contract, we will deliver the Equipment in accordance with the delivery terms specified in this Contract. All delivery dates referred to in the Contract are our best estimate and may be subject to change. We will make all reasonable efforts to complete delivery but are not liable to you in respect of any delay or non-delivery of the Equipment however caused.

7.2 We will attempt to combine multiple orders for a single shipment. We reserve the right to supply the Equipment in several shipments. You will be invoiced for such part delivery in accordance with the Contract.

7.3 If you are unable to accept delivery within 14 days of receiving notice from us that the Equipment is ready for dispatch, or we are prevented from making delivery due to causes beyond our reasonable control, then:

- (a) to the extent permitted by law, the Equipment will be deemed to have been accepted by you;
- (b) payment will be due and payable by you; and
- (c) we will store the Equipment at any available location at your risk.

7.4 We must be advised in writing of all shortages in quantity delivered and any breakage or loss within 48 hours of receipt by you of the Equipment.

8. ACCEPTANCE OF EQUIPMENT

8.1 Equipment will be deemed to be accepted by you upon delivery or pursuant to clause 7.3(a).

8.2 If, upon inspection or testing, you find any Defect, you may within 72 hours after acceptance of the Equipment and acting reasonably:

- (a) reject the defective Equipment by notifying us in writing of the relevant Defect with reasons for rejection; and/or
- (b) request us to make good the Defect at no additional charge to you by providing written reasons for rejection to us.

9. TITLE AND RISK

9.1 Title in Equipment purchased from Aidacare, passes to the Customer on receipt of payment in full for the Equipment by Aidacare.

9.2 Title in Equipment rented from Aidacare remains at all times with Aidacare. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.

9.3 Title in Equipment on Rent-to-Buy from Aidacare passes to the Customer on completion of all periodic payments for the Equipment as identified in the Rent-to-Buy Agreement. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.

9.4 You acknowledge and agree that, in relation to Equipment supplied to you under rental or credit terms, we are entitled to register our interest against you in accordance with clause 17.4 of these terms and retain title in the Equipment until paid in full. You agree to indemnify us in relation to all costs associated with registering such interest.

9.5 Risk passes to you on delivery of the Equipment.

9.6 In the event that you choose to use your own carrier, we will only be responsible for loading of the Equipment to the carrier. Delivery of Equipment to your carrier shall constitute delivery to you; thereafter all risk of loss or damage shall be your responsibility with claims submitted to your carrier.

10. WARRANTY

10.1 We warrant that the Equipment rented and sold by us is free from defects in material and workmanship for the warranty periods specified in our literature and websites (**Express Warranty**).

10.2 Our Express Warranty operates alongside all rights and remedies which consumers may be entitled to under any relevant legislation.

10.3 All warranty claims must be made in accordance with the Warranty Process per **Annexure 3: Warranty Process**.

New Zealand Consumer Law

10.4 Where the supply comprises a supply to a consumer pursuant to the Consumer Guarantees Act 1993 (**CGA**), equipment supplied by us comes with guarantees that cannot be excluded.

11. RETURNS AND REFUNDS

11.1 All return requests will be considered and processed in accordance with our Returns Policy which can be viewed at **Annexure 4: Returns Policy**.

11.2 No cash refunds will be provided. If a refund is approved it will be issued either by:

- (a) EFT direct to a bank account or credit card;
- (b) EFT to the relevant funder;
- (c) Offsetting credit to an account.

11.3 Other than any remedies under CGA, Equipment which has been used in a way or environment that would create occupational health and safety and hygiene risks may not be physically returned. This includes any Equipment that may have been soiled or exposed to biological contamination and includes but is not limited to Equipment used for: bathroom & bathing; toileting; toileting & hygiene slings; stockings & undergarments; pillows, bedding & protectors; continence products; bracing & supports; compression garments; personal kitchen aids; cutlery & crockery.

12. LIABILITY AND INDEMNITY

12.1 Notwithstanding any other clause of this Contract, subject to the CGA (if applicable) and otherwise to the extent permitted by law, our aggregate liability in connection with this Contract, whether based upon warranty, contract, statute, tort (including negligence) or otherwise is limited at our option to one of the following:

- (a) replacement, repair or resupply of those Equipment or Services; or
- (b) the cost of replacing, repairing or resupplying those Equipment or Services;

but will not exceed the Price paid by you to us under the Contract in the 12-month period preceding the date the claim arose.

12.2 Subject to the CGA (if applicable) and otherwise to the extent permitted by law, we are not responsible to you or any other party for:

- (a) any loss of revenue and profit, loss of anticipated revenue and profit, loss of savings, loss of data, loss of business opportunity, loss of contract, loss of use, loss of reputation, loss of goodwill, business interruptions, or any indirect, special, consequential or incidental damages howsoever arising,
- (b) direct, indirect, consequential or inconsequential injury, loss or damage whatsoever by reason of any delay in delivery, deterioration, deficiency,

total or partial destruction, distortion, erasure, corruption, alternation, misinterpretation or misappropriation of data; and

- (c) other fault or harm in the Equipment supplied by or on behalf of or in any arrangement with us and whether or not due to the negligence of us, our servants or our agents.

12.3 Subject to the CGA (if applicable) and otherwise to the extent permitted by law, the rights and remedies in this Contract are the sole and exclusive rights and remedies available to you in connection with this Contract and the supply or failure to supply the Equipment.

13. INTELLECTUAL PROPERTY

13.1 You acknowledge that we remain the owner of all Aidacare IP.

13.2 We grant you a non-exclusive, royalty free license to use the Aidacare IP to the extent necessary to enable you to use the Equipment or Services.

13.3 You must not alter or remove any copyright statement or other notice of ownership or Intellectual Property Rights which accompanies the Equipment.

14. PRIVACY

14.1 We will handle your personal information in accordance with our privacy policy which can be found on the Aidacare website:
www.aidacare.co.nz/about-aidacare/privacy-statement

14.2 If you feel your personal data has not been appropriately managed by us, you can make a complaint:

- (a) Verbally by calling 09 520 2962

- (b) Via the Aidacare website:
<https://www.aidacare.co.nz/about-aidacare/contact/>

If you remain unsatisfied you may also make a complaint via the Privacy Commissioner:
<https://www.privacy.org.nz>

15. FEEDBACK, COMPLAINTS & OPT-OUT

15.1 Your feedback is important to us and plays a key part in improving our processes to provide you with a better service.

15.2 Feedback and complaints may be provided:

- (a) Verbally or via email directly to your point of contact;

- (b) In writing via the Aidacare website form:

<https://www.aidacare.co.nz/about-aidacare/register-feedback/>

From time-to-time we may ask you to complete a Customer Satisfaction Survey. You have the right to 'Opt Out' of the survey process.

16. TERMINATION

16.1 We may terminate a Contract:

- (a) immediately on written notice if you are in default of the Contract and the default is not remedied

within 14 days of receiving written notice to remedy the default; or

- (b) immediately on written notice if you become bankrupt, are ordered to wind up, pass into liquidation or administration or have a receiver, manager or administrator appointed.

16.2 Upon termination of the Contract in accordance with clauses 16.1 you must pay us all amounts owing to us up to the date of termination of this Contract, including reasonable costs incurred by us as a result of the termination of this Contract (including third party cancellation fees and administrative costs).

16.3 You may only cancel all or part of an order made under a Contract with our written consent.

16.4 If this Contract is terminated or an order is cancelled before the supply of Equipment or Services, you must pay to us all costs incurred by us arising from the cancellation including any third-party costs incurred by us relating to the Contract.

16.5 If this Contract is terminated or an order is cancelled after commencement of the supply of Equipment or Services, you must pay to us the Price and any other amounts owing by you, unless otherwise agreed by us in writing.

17. PERSONAL PROPERTY SECURITIES ACT

17.1 This clause 17 applies to all purchases on credit and rent of Equipment.

17.2 For the purposes of this clause 17, the terms 'financing statement', 'financing change statement', 'security agreement' and 'security interest' have the meanings set out in the PPSA.

17.3 You acknowledge and agree that:

- (a) each Contract constitutes a security agreement and a PMSI for the purposes of the PPSA; and
- (b) a security interest is taken in all Equipment previously supplied by us to you (if any) and all Equipment that will be supplied in the future by us to you during the continuance of our relationship.

17.4 You agree to do anything (including obtaining consents, signing or producing any further documents, and/or providing any further information) which we ask for and consider necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or

- (b) enabling us to apply for any registration, complete any financing statement, financing change statement or give any notification, in connection with the security interest; and/or

- (c) enabling us to exercise rights in connection with the security interest.

17.5 Everything that we are required to do under this clause 17 is at your expense.

17.6 You waive any rights you may have to receive notices under sections 114(1)(a) (Notice of sale of collateral) and 120 (Proposal of secured party to retain collateral), of the PSSA.

17.7 Neither party will disclose information relating to security interest of the PPSA, and you will not authorise, and will ensure that no other party authorises, the disclosure of such information.

18. GOVERNING LAW AND JURISDICTION

This Contract is governed by and construed in accordance with the laws of New Zealand.

19. GENERAL

19.1 This Contract contains the entire understanding between the parties concerning the subject matter of this Contract and supersedes all prior communications.

19.2 The failure of either party to enforce any provisions under this Contract will not waive the right of such party thereafter to enforce any such provisions.

19.3 All notices and consents relating to this Contract must be in writing. Except as specified otherwise, this Contract cannot be amended or varied except in writing and signed by the parties.

19.4 If any term or provision of this Contract is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Contract and the remaining terms and conditions will be unaffected.

19.5 Clauses 6, 12, 13, 16.2 and 19 and any other clause that by its nature is intended to survive the expiry or termination of this Contract, survives such expiry or termination.

20. CUSTOMER AUTHORITY

20.1 The Customer warrants that they are authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned and the Customer takes responsibility for payment.

ANNEXURE1: RENTAL TERMS & CONDITIONS

Rental means an agreement to supply Equipment in return for ongoing periodic payments from the Customer. Title in the Equipment does not pass to the Customer.

Rental terms are to be read in conjunction with Aidacare's standard Terms & Conditions available at:

<https://www.aidacare.co.nz/about-aidacare/terms--conditions/>

In the event of any conflict between definitions and terms in the Standard Terms & Conditions and the Rental Terms, the Standard Terms and Conditions prevail.

1. **Length of Rental:** The rental period commences on the date Equipment is delivered and ends on the sooner of when Aidacare is notified of completion or on return of the equipment to Aidacare.
2. **Extension of Rental:** A rental period may be extended. Any such extension will be on the same terms as set out in this Contract. Aidacare reserves the right not to extend a rental period.
3. **Repairs:** All rental Equipment repairs are to be undertaken by Aidacare staff only.
4. **Care & Responsibility:** The Customer shall take proper care of the Equipment.
5. **Title:** Title in Equipment rented from Aidacare remains at all times with Aidacare. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
 - a) Risk passes to the Customer on delivery of the Equipment.
 - b) In the event that the Customer chooses to use their own carrier, Aidacare will only be responsible for loading of the Equipment to the carrier. Delivery of Equipment to the Customer's carrier shall constitute delivery; thereafter all risk of loss or damage shall be the responsibility of the Customer.
6. **Inspection of Equipment on Return:**
 - a) Rented Equipment is supplied free of defect and in good condition.
 - b) Rented Equipment will be inspected upon its return.
 - c) The Customer is responsible for the cost of rectifying any damage to rented Equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification to rented equipment will be the lesser of either the repair cost or replacement cost of such equipment, regardless of the age of the damaged equipment at the time. Aidacare retains the right to recover such costs from the Customer.
 - d) Any charges by Aidacare will be payable by the Customer on receipt of a valid tax invoice from Aidacare.
7. **Deposits:**
 - a) A minimum of two week's payment in advance is held as a deposit for retail rental transactions paid by direct credit or credit card held as a deposit for retail rental transactions paid by direct credit or credit card.
 - b) Aidacare reserves the right, acting reasonably, to retain the deposit towards any unpaid payments; the cost contribution of any rectification; or replacement of equipment.
8. **Invoicing and Payment:**
 - a) All invoices must be paid in full, without set-off or deduction, into Aidacare's nominated bank account on the 20th day of the month following.
 - b) Rental invoices must be paid by electronic funds transfer, credit card or by equivalent means into Aidacare's nominated bank account prior to delivery of the Equipment.
 - c) Subsequent invoice payments are due at the beginning of each billing period.
 - d) Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:
 - i. collect any Equipment that has not been paid for;
 - ii. suspend further deliveries of Equipment; and
 - iii. terminate the Contract in accordance with clause 16.1 of our Standard Terms & Conditions.
9. **Refunds:** Are managed in accordance with Aidacare's standard Terms & Conditions.
10. **Test & Tag of Electrical Equipment:** Rented equipment with electrical components will have the necessary test and tag certification prior to commencement of the rental. It is the Customer's responsibility to organise any necessary test and tag certification during the rental period.
11. **Lost equipment:** If the rented equipment is lost or stolen then Aidacare will charge the Customer for the replacement value of the rented item or nearest like item. Replacement value shall be reasonably determined by Aidacare
12. **Indemnity:** The Customer shall indemnify Aidacare (not hold Aidacare liable) against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person whilst the equipment is the responsibility of the Customer.
13. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under law. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights.
14. **Customer Authority:** The Customer warrants that they are authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned and the Customer takes responsibility for payment.
15. **Purchase of Rented Items:** Equipment may be available for purchase. If a purchase is requested on a rented item and Aidacare approves the sale, the purchase price shall be the greater of:
 - a) The RRP less 50% of what has been paid in rental fees; or
 - b) 50% of the RRP of the item.

ANNEXURE 2: RENT-TO-BUY TERMS & CONDITIONS

Rent-to-Buy means an agreement to sell Equipment in return for a fixed number of periodic payments over an agreed period after which the title in the Equipment transfers to the Customer. Rent-to-Buy is only available to retail individual Customers and, unless otherwise agreed, is not available to funding bodies or businesses. Rent-to-Buy is only available for non-customised Equipment with a value greater than \$1,000.

Rent-to-Buy terms are to be read in conjunction with Aidacare's standard Terms & Conditions available at: <https://www.aidacare.co.nz/about-aidacare/terms--conditions/>

In the event of any conflict between definitions and terms in the Standard Terms & Conditions and the Rental Terms, the Standard Terms and Conditions prevail.

1. **Length of agreement:** The period commences on the Rent-to-Buy agreement start date and ends at the completion of all the periodical payments at which point the Customer is deemed to have purchased the Equipment.
2. **Terminating Contracts:**
 - a) Unless otherwise agreed with Aidacare in its sole discretion, if the Customer wishes to cancel the Rent-to-Buy contract early, Aidacare will charge the Customer the remaining residual payments on the Rent-to-Buy agreement and the Customer will purchase the Equipment.
 - b) In the event of death of the Customer, the Contract may be terminated and Aidacare may, in its sole discretion, collect the Equipment or instruct that it be sold or disposed-of by the Customer's estate. In any case, the Equipment must not be disposed-of without Aidacare's consent.
 - c) Disposal of equipment without Aidacare's consent may result in a claim for the recovery of remaining residual payments or replacement of the equipment by the Customer's estate.
3. **Inspection of Equipment if Returned:**
 - a) Rented Equipment is supplied free of defect and in good condition.
 - b) If Aidacare accepts a return of Equipment then Equipment will be inspected upon its return and:
 - i. The Customer is responsible for the cost of rectifying any damage to returned Equipment that falls outside of 'normal wear and tear' in the process of use. The cost of such rectification will be the lesser of either the repair cost or replacement cost of such equipment, regardless of the age of the damaged equipment at the time. Aidacare retains the right to recover such costs from the Customer.
 - ii. Any charges by Aidacare will be payable by the Customer on receipt of a valid tax invoice from Aidacare.
4. **Repairs:** All Equipment repairs are to be undertaken by Aidacare staff only.
5. **Care & Responsibility:** The Customer shall take proper care of the Equipment.
6. **Invoicing and Payment:**
 - a) All invoices must be paid in full, without set-off or deduction, into Aidacare's nominated bank account on the 20th of the month following issue.
 - b) Cash payments are not accepted for Rent-to-Buy agreements. Rent-to-Buy invoices must be paid by electronic funds transfer, credit card or by equivalent means into Aidacare's nominated bank account prior to delivery of the Equipment or Services.
 - c) Subsequent invoice payments are due at the beginning of each billing period.
 - d) Failure to pay amount when due will, in addition to any other rights, entitle Aidacare to:
 - i. collect any Equipment that has not been paid for;
 - ii. suspend further deliveries of Equipment; and
 - iii. terminate the Contract in accordance with clause 16.1 of our Standard Terms & Conditions.
7. **Refunds:** Are managed in accordance with Aidacare's standard Terms & Conditions.
8. **Title:** Title in Equipment on Rent-to-Buy from Aidacare passes to the Customer on completion of all periodic payments for the Equipment as identified in the Rent-to-Buy Agreement. The Customer must not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of Aidacare.
9. **Test & Tag of Electrical Equipment:** It is the Customer's responsibility to organise any necessary test and tag certification during the Rent-to-Buy period.
10. **Indemnity:** The Customer shall indemnify Aidacare (not hold Aidacare liable) against any loss or damage which may arise in respect of the Equipment or its use by the Customer or any other person whilst the equipment is the responsibility of the Customer.
11. **Aidacare Warranty:** The Customer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded under law. Nothing in these terms shall be taken to limit in any way the benefit of those conditions, warranties and rights.
12. **Customer Authority:** The Customer warrants that they are authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned and the Customer takes responsibility for payment.

ANNEXURE 3: EXPRESS WARRANTY

Warranty Periods

Aidacare's product information materials and/or websites indicate the applicable Warranty Periods for its Products. Where there is a conflict between these, then the longer period is to apply.

Warranty Claims

A warranty claim is made via the following procedure:

- a) Contact the Retailer or Aidacare upon becoming aware of any defect to a Product at which point a Warranty Claim Form will be provided;
- b) Complete the Warranty Claim Form and provide satisfactory proof of purchase.
- c) Aidacare will review the Warranty Claim Form and determine, acting reasonably, whether there is a major or non-major defect and the remedy to be provided.
- d) For all approved warranties, Aidacare will arrange shipping if required. For major failures Aidacare will pay for the cost of freight. For other failures Aidacare will invoice the Customer for the cost of freight. Aidacare reserves the right to charge the Customer in advance for freight or warranty assessment labour, which charges will be refunded if the Product is in fact an approved warranty or major fault.

Limitations to Warranty Claims

1. Warranty claims are limited to the original owner who purchased the goods from Aidacare.
2. To the extent permitted by law, no liability (whether expressed or implied) is accepted by Aidacare for any consequential loss, damage or injury arising as a result of any fault in the Products.
3. This warranty does not extend to damage to Products which occurs during transit or transportation which has not been organised by Aidacare; or, which is caused by any abuse, misuse, accident or improper installation, adjustment or repair of goods other than in accordance with instructions issued by Aidacare.
4. To the extent permitted by law, the warranty on products is voided if non-approved accessories are attached to the product. The products are designed to perform specific tasks under established test loads and with authorised accessories. Unauthorised attachments or accessories may produce stresses for which the design is not appropriate and therefore not warrantable.
5. To the extent permitted by law, the Warranty Period for Products resold by a distributor commences on the earlier of:
 - a) the date the Products are on-sold to the consumer by the Retailer; or,
 - b) 6 months from the date of purchase from Aidacare. This is separate to any warranty provided by the distributor to their Customer.

ANNEXURE 4: RETURNS POLICY

1. When will products be accepted for return?

- a) When there is a breach of any express warranty given by Aidacare or the manufacturer of the goods, and the goods are returned in accordance with the terms of that warranty; or
- b) When Aidacare is correcting an incorrect order or supply.

2. Returns under \ product warranty

- 2.1 Products may be returned to Aidacare under manufacturer warranties. Aidacare may need to assess the product as to whether it is covered by guarantee or warranty. The customer may need to provide reasonable information to support that assessment including photos or video of the product.
- 2.2 Aidacare may charge a fee to collect the product from the customer's premises, or require the customer to ship the product to a nominated Aidacare location, for assessment.
- 2.3 Aidacare may charge a call-out fee in advance for a technician to assess a product for guarantee or warranty at the customer's premises
- 2.4 Where it is assessed that a guarantee or warranty does apply to the product, all collection and call-out fees charged by Aidacare, or shipping costs incurred by the customer, will be reimbursed by Aidacare

3. Returns for incorrect supply or order

- 3.1 Aidacare will accept returns of product where Aidacare has made an error in the order itself, or in the supply against the order. The error should be notified to Aidacare promptly so that return arrangements can be made.

4. Special Products

- 6.1 Returns are not generally accepted where:
 - a) the product has been customised or modified to suit the specific needs of the user;
 - b) the product has not been purchased-in specifically for the user and would not normally be held in stock as part of Aidacare's range.

5. Refund Payments

- 5.1 If the customer is entitled to a refund under this policy, it will be issued by credit card or EFT matching the original payment method for the goods. No cash refunds will be provided, even if the product was purchased with cash.