

**WIMMERA HEALTH CARE GROUP  
TERMS AND CONDITIONS**

**1. APPLICATION OF TERMS AND CONDITIONS**

These terms and conditions apply to the supply of the goods and/or services described in this Order. The Supplier is deemed to have accepted these terms and conditions when the Supplier accepts this Order.

**2. TITLE AND RISK**

Title to and the risk in any goods and/or service ordered pursuant to this document does not pass to the Purchaser after payment. Title will pass to the Purchaser after the goods and/or service have been accepted by the Purchaser.

**3. INSPECTION AND REJECTION**

Goods and/or service delivered in accordance with this Order are only accepted when they have been inspected by an authorised representative of the Purchaser. Acknowledgement of delivery by or on behalf of the Purchaser will not constitute acceptance of the goods and/or service for the purposes of these terms and conditions. The Purchaser may reject any goods and/or service, even after they have been accepted, if they are defective or are not in accordance with specifications or do not meet the purpose for which the Purchaser purchases them. Any payment made for goods and/or service prior to inspection will not constitute acceptance and the Supplier must refund to the Purchaser any payment made in respect of goods and/or service (including transportation costs) immediately on receipt of advice of rejection. Rejected goods will be held entirely at the risk of the Supplier. Rejected goods must be removed by and at the expense of the Supplier within 7 days of the Supplier being notified of the rejection. If the Supplier fails to remove the goods then Purchaser may do so, at

**4. DELIVERY**

- (i.) Deliveries must be made as specified in this Order and the Purchaser will not be required to accept or pay for quantities in excess of that set out in this Order. The Purchaser accepts no responsibility for any goods and/or service delivered to locations or at times other than those specified on this order. Deliveries may only be made to Wimmera Health Care Group, associated warehouse or to locations as specified during the following hours 8.00am-4.30pm, on the following days Monday to Friday or as mutually agreed
- (ii.) Unless otherwise agreed in writing, all costs of delivery must be borne and paid by the Supplier. The Supplier must also bear the costs of insuring the goods under a goods in transit policy with a reputable insurer authorised under the *Insurance Act 1973* (Cth).
- (iii.) All goods delivered must be accompanied by a delivery docket detailing the official Purchase Order number, and/or an