



medical supplies



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DVM Medical Supplies

ABN: 59 002 528 887

TERMS AND CONDITIONS OF SALE

1. General

In consideration of DVM Medical Supplies ABN: 59 002 528 887 (the Supplier or DVM) agreeing to supply goods and/or services (goods) to the Customer, the Customer agrees and accepts that these terms and conditions apply to all sale of goods by the Supplier to the Customer, to the exclusion of any conditions of sale appearing on any document of the Customer. The Customer further acknowledges that these Terms and Conditions of Sale constitute the entire agreement of the parties as to the supply of goods by the Supplier, and may not be varied without the prior written agreement of the Supplier. The Supplier reserves the right to suspend/close credit facilities in breach of these Conditions, and advises that credit may be withdrawn should the authorised credit limit be exceeded.

2. Ownership of Goods

(a) (i) Property in any goods delivered to the Customer will not pass to the Customer until the later of (a) payment in full for the goods; (b) payment in full of all moneys owing or unpaid by the Customer to the Supplier including moneys in respect of goods previously or subsequently supplied to the Customer by the Supplier.

(ii) The Customer shall store the goods in such a manner as to show clearly that they are the property of the Supplier and the Customer shall keep records of all use and sales of such goods.

(iii) The Customer shall keep the goods free from and will indemnify the supplier against any charge, lien or other claim thereon. The Customer has no title or right to charge or encumber the goods before payment to the Supplier under this clause.

(iv) If the Customer fails to pay the purchase price or any other debts to the Supplier when due, or commits any act of bankruptcy, the Supplier may without notice and without prejudice to any of its rights and remedies recover and/or resell the goods or any of them and may by its servants or agents enter upon the Customers premises or any premises occupied by the Customer for that purpose.

(b) Goods delivered to the Customer shall be at the Customer's risk on delivery to the Customer.

(c) Notwithstanding paragraph (a), the Customer may on-sell the goods on commercial terms in the ordinary course of its business before the purchase price for the goods and other debts to the Supplier have been paid to the Supplier, but in this case the Customer shall hold the proceeds of such sale on trust for the Supplier in a separate account and account to the Supplier for such proceeds on demand.

(d) The Supplier will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects.

(e) The Customer is not entitled to return the goods and refuse or delay payment on the grounds that the property in the goods has not yet passed.

3. Delivery, Claims>Returns and Cancellations

(a) The Customer is solely responsible for acceptance of orders and shall raise no claims for loss or damage to orders where same are, by arrangement, delivered to and left at unattended sites.

(b) Specifically procured and non stocked items are not returnable.

(c) Claims for credit and returns must be made within seven (7) days of date of invoice quoting invoice number and date. Returns will not be accepted without prior approval from the Supplier. The Supplier reserves the right to charge a handling and/or restocking fee on all returns.

4. Price

Unless otherwise agreed in writing the price of the goods shall be that price charged by the Supplier at the date of order, plus any transportation, freight, postage, packaging, handling, insurance as may be required for the safe delivery of the goods. GST where applicable, will be charged at the appropriate rate ruling at the date of invoice.

5. Terms of Payment

(a) Payment for material, goods and services pursuant to this agreement including GST is due twenty (20) days from statement date unless otherwise stated in writing by the Supplier. Payment is not deemed to be made until funds have been cleared.

(b) After the due date of payment, the Supplier may charge interest on outstanding amounts payable, calculated on a daily balance, at the reference rate of + 6.67%.

(c) The Customer agrees to pay and reimburse the Supplier on demand for all legal costs, stamp duty or other costs or expenses suffered or incurred by the Supplier in respect of the preparation of any agreements, personal guarantees, securities or other documentation required by the Supplier to document or secure the provision of credit to the customer together with all collection and enforcement costs and expenses which the Supplier may suffer or incur in connection with the sale of goods or supply of services or provisions of credit to the Customer (without limitation) legal costs on a full Indemnity basis.

6. Changes in Ownership

In the event of the Customer, being an individual or partnership, incorporates his/her business and the Company continues to use the existing account, or the account is used by a Company of which he/she is a director, he/she hereby agrees to personally guarantee all due debts. If ownership of the Customer's business changes, the Customer will remain liable for all debt incurred on this account until such time as the Supplier is notified in writing of such change.

7. Limitation of Liability

The Customer acknowledges that no warranty; condition, description or representation in relation to goods supplied is given by the Supplier, expressly or implied. All warranties, terms and conditions in relation to the state, quality of fitness of the goods and of every other kind whether implied by use, statute or otherwise are hereby excluded. The Supplier shall not be liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods arising out of the Supplier's negligence or in any way whatsoever. The Supplier's liability for a breach of a condition or warranty implied by Div. 2 of Pt V of the Trade Practices Act 1974 (other than s.69) is hereby limited to: -

(a) In the case of goods, any one or more of the following:-

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;

(iv) the payment of the cost of having the goods repaired; or

(b) In the case of services again:-

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again

The Supplier's liability under s.74H of the Trade Practices Act 1974 is expressly limited to a liability to pay the customer an amount equal to: - (a) the cost of replacing the goods; or the cost of obtaining equivalent goods; or

(b) The cost of having the goods repaired, whichever is the lowest amount.

8. Exercise of Legal Rights

The failure, delay, relaxation or indulgence on the part of the Supplier in exercising any power or right conferred upon the Supplier by these Terms and Conditions of Sale does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right under these Terms and Conditions of Sale.

9. Governing Law

These Terms and Conditions of Sale shall be construed in accordance with the law in force in NSW, Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that state. It shall be competent for the Supplier to issue proceedings in Wollongong, NSW in a Court of competent jurisdiction.

10. Severability

Where these Terms and Conditions of Sale are qualified by any provision of law which applies and which cannot

be excluded, where any such provision in these Terms and Conditions of Sale is deemed to be unlawful or unenforceable, such provision shall be severed from these Terms and Conditions of Sale and all other provisions hereof shall remain in force to the fullest extent permitted by law.

11. Contact

Any customer contact with DVM by default gives DVM the right to contact the customer via email or any other form. The end user may end this contact or 'opt out' of contact with DVM at any time at their discretion.

12. Freight.

Freight cost with any invoiced goods is decided at DVM's discretion.

- (a) For orders less than \$250.00 before GST a delivery and handling fee of up to \$10.00 + GST may apply.
- (b) For cold chain orders less than \$500.00 before GST an additional handling fee of \$12.00 + GST will be charged.
- (c) As default DVM will not routinely offer free freight for excessively large or heavy products. The Customer will always be informed of any additional or standard freight charges at the time of processing the order.

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