Pet Medical Australia Pty Ltd Terms & Conditions

1. GENERAL

1.1 All treatment conducted by Pet Medical Australia Pty Ltd ACN 141 366 403 **("PMA")** shall be subject to the following Terms and Conditions which bind every Owner of an animal jointly and severally. The Owner or Agent providing instructions and obtaining treatment warrants they have the full power and authority to accept these Terms and Conditions.

2. PROVISION OF SERVICES

2.1 PMA will provide the Services to the Owner for the Fee.

2.2 PMA reserves the right to accept or decline (in whole or in part) at any time in writing, the Owner's or Agent's request to be provided with any Services (except those Services which is required to be provided by the Veterinary Practice Regulation 2013).

2.3 If the Owner does not complete a formal Application for Credit, or refuses payment at the time of Services, PMA may refuse to carry out the Services.

3. INVOICES

3.1 In some cases, PMA will provide a detailed invoice/statement for the provision of Services and the supply of Goods **("Invoice")** as near as possible to month end or in some cases at the time of treatment or discharge.

3.2 All Services are charged inclusive of GST.

3.3 The Owner agrees to pay PMA the Fee within 7 days of the date of the Invoice, or on the day that Services are provided (at the discretion of PMA) **("Payment Term")**.

3.4 In the event of any amount being unpaid after the expiration of the Payment Term the Owner agrees to pay interest to PMA at the rate of 1% per month. Interest will accrue from day to day and will be payable on demand. The payment of interest by the Owner in respect of any late payment under this clause 3 is in addition to any other remedies that PMA may have in respect of such late payment.

4. SECURITY INTEREST – PERSONAL PROPERTY SECURITIES ACT 2009

4.1 This Agreement constitutes a Security Agreement for the purposes of the Act and where the context requires the words used in these Terms and Conditions should be given the same meaning as in the Act.

4.2 As security for any outstanding fees or other monetary obligations incurred in servicing, feeding or developing the Animal, the Owner:

(a) grants to PMA a Security Interest, being a Charge over the Animal and any proceeds realised from either the sale thereof or any insurance policy relating thereto,

(b) consents to the registration of the Security Interest created by this Agreement on the Personal Properties Security Register **("PPSR")**,

(c) consents to PMA registering a financing statement and/or financing change statement with the PPSR.

4.3 The Owner undertakes to:

(a) promptly sign any further documents and/or provide any further information requested by PMA to complete and register any financing statement or any financing change statement with the PPSR; and

(b) indemnify, and upon demand reimburse, PMA for all expenses incurred in searching, registering and/or discharging a financing statement or any other document with the PPSR and any reasonable enforcement fees and expenses in relation to such Security Interests; and

(c) not grant any Encumbrance or Security Interest to any other person in the Animal without first obtaining the consent in writing of PMA. PMA will be entitled, at its sole discretion, to withhold consent without providing a reason.

4.4 The Owner acknowledges and waives its rights to notice as a debtor or Grantor under sections 95, 121(4), 129(2)(a), 130, 132(3)(d), 132(4), 135 and 137(2) of the Act.

4.5 The Owner declares that, to the extent permitted under the Act, sections 142 and 143 of the Act will not apply to this Agreement and the Security Interests granted under this clause 4.

4.6 PMA will discharge the registration of the Security Interests on the PPSR when all the secured obligations of the Owner under this Agreement are satisfied.

4.7 The Owner warrants that the Animal is not subject to an existing Encumbrance at the time of entering into this Agreement.

4.8 The Owner waives its rights under section 157 of the Act to receive a verification statement due to the Collateral being "commercial property" pursuant to the Act.

5. TRANSFER OF TITLE

5.1 The Owner covenants that it will not, nor will it agree to, sell, assign or transfer the Animal until they have made full payment of any fees and all other monetary obligations to PMA.

6. POSSESSION

6.1 The Owner acknowledges that at the time the Security Interest granted by clause 4 of this Agreement is made:

(a) the Security Interest is granted for value;

(b) the Security Interest is granted to enable amongst other things the animal to be fed and developed; and

(c) the Animal was held by the Owner;

and, as a result, the Security Interest is a Priority Interest in livestock pursuant to section 86 of the Act.

7. LIEN & POWER OF ATTORNEY

7.1 The Owner grants PMA a security interest in the Animal and all insurance policies relating to the Animal.

7.2 The Owner appoints PMA as its attorney to:

(a) execute and file any and all financing statements and agricultural liens and irrevocable authorities to pay in any jurisdiction;

(b) execute any documents with any entity believed to be appropriate to secure any obligation of the Owner.

7.3 In the event that the charges are not timely paid, PMA may, without notice to the Owner, take possession of the Animal and either retain the Animal in lieu of the obligation, or re-sell the Animal in a manner in its sole discretion, in which event PMA shall credit the proceeds of the sale, after expenses of the sale and maintaining the Animal, to the Owner. This right is in addition to and not in denigration of all other rights to which PMA is entitled under law.

7.4 PMA shall be entitled to retain possession of the Animal until all monies, collection costs, and Solicitor client interest costs due and owing have been received from the Owner.

8. RECOVERY

8.1 PMA shall be entitled to sue for and recover against the Owner any Fee on the Owner’s account as liquidated damages and the Owner agrees that in the event of default, the Owner will pay all reasonable costs, debt recovery collection fees, charges, legal expenses, and any other costs necessary and incidental to recovering monies recovered under this agreement.

9. HOLD BLAMELESS ACKNOWLEDGEMENT – RELEASE AND INDEMNITY

9.1 The Owner irrevocably acknowledges and agrees:

(a) that the provision of the Services is a high-risk activity and that the Owner can, and holds the sole onus to, insure against losses arising from the Services;

(b) to hold PMA blameless in respect to any injury, infection, disease or death of any Animal in its care (notwithstanding the fact that such injury, infection, disease or death may be attributable to or is in part attributable to recklessness, forbearance or neglect by PMA) and releases PMA from any Claim relating to the same; and

(c) to indemnify and keep indemnified PMA against any liability or loss arising from, and any costs, charges, expenses and liabilities incurred in relation to any Claims relating to any Animal or the Services.

10. ACKNOWLEDGEMENTS

10.1 The Owner understands and acknowledges they may be offered a commercial credit account under these Terms and Conditions.

10.2 The Owner understands and acknowledges that:

(a) The Owner warrants that the correct Animal is delivered or presented to PMA;

(b) The Owner is not entitled to raise a set off or counter claim in respect of any amount it owes to PMA and all amounts to be paid by the Owner under this agreement will be paid in full without deduction or withholding;

(c) The Owner acknowledges the fact that a party that fails to do, or delays in doing, something the party is entitled to do under these Terms and Conditions does not amount to a waiver of that entitlement;

(d) The Owner authorises PMA to administer local, general anaesthetic, perform surgery and carry out diagnostics procedures;

(e) The Owner acknowledges that no surgical, anaesthetic procedure or diagnostic procedure is without some risk to the Animal. The Owner accepts all potential risks including any complications that may develop as a result of these procedures and accept that such complications may incur additional fees. The Owner acknowledges that post-operative care, 24-hour intensive veterinary treatment, veterinary nursing care, hospitalisation and transportation may be required and will be undertaken as deemed necessary by PMA; and

(f) The Owner acknowledges that it must make a deposit of 50% of the estimated costs of treatment before any surgical procedure is performed and that the balance of the account is settled in full prior to the Animal being discharged from PMA's care.

11. GOVERNING LAW AND JURISDICTION

11.1 The parties agree that this agreement and any disputes or Claims arising out of or in connection with this agreement will be governed by and constructed in accordance with the law of New South Wales. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of New South Wales.

12. SEVERANCE AND VARIATION

12.1 If for any reason any part of these Terms and Conditions is rendered void, voidable, illegal or unenforceable, that part shall, without in any way affecting the validity of the remainder of the Terms and Conditions, be severable and the Terms and Conditions shall be read and construed and take effect for all purpose as if that part were not contained herein.

12.2 The Owner acknowledges that PMA may vary these Terms and Conditions from time to time and in its discretion, and the Owner agrees to be bound by any such variations upon the giving of PMA of 7 days' written notice of such variation.

13. IMPLIED TERMS

13.1 Except as required by statute (including the Competition and Consumer Act 2010), all implied conditions and warranties are hereby excluded, subject to the extent that such conditions and warranties cannot be excluded under statute.

13.2 Except as required by statute (including the Competition and Consumer Act 2010) PMA does not accept liability for any direct, indirect or consequential loss or damage caused to the Owner or any other person which relates to the Services. For the purpose of the foregoing, "consequential loss" shall include, but not be limited to, loss of profit or goodwill (or similar financial loss), any payment made or due to any third party and any loss or damage caused by delay in the supply of Goods or Services.

14. NOTICES

14.1 All notices between PMA and the Owner shall be considered to have been sufficiently delivered (notwithstanding that any such notice may not be received by the Owner) if:

(a) posted to the address provided by the relevant party in writing, or if the relevant party is a company, the registered office of the company – with such delivery deemed to have taken place 3 days following posting; or

(b) emailed to the relevant party's email address provided – with such delivery deemed to have taken place the next business day after the successful transmission of the email.

14.2 Either party may provide the other party with written notice of an updated postal or email address.

15. AGENCY

15.1 In the event that services are obtained by an agent on behalf of the Owner, or a representative or principle on behalf of the Owner if the Owner is an organization or corporation, the agent, representative or principle hereby:

(a) personally unconditionally guarantees the full and prompt performance of the payment obligations of the Owner of the Animal as well as the full and prompt performance by the Owner of any and all other obligations in these Terms and Conditions. This guarantee remains in effect regardless of whether the agent, representative, or principal retains his or her status as such following the execution of this agreement;

(b) agrees to be personally liable and jointly and severally liable with the Owner to pay all monies owed to PMA;

(c) warrants that it has the power and authority to agree to these Terms and Conditions, and to bind the Owner to the terms of this agreement as if it were party to this agreement; and

(d) indemnifies PMA in relation to any Claims from the Owner or third party arising from a purported breach of the warranty contained at 15.1(c).

16. DEFINITIONS

"Act" means the Personal Property Securities Act 2009 as amended and in force from time to time.

"Animal" means any cat, dog, reptile or other animal owned by the Owner that is the subject of the Services.

"Collateral" means the personal property offered up as security for the debt or other obligation owed to PMA by the Owner. The Collateral for the purposes of this Agreement means all of the Owner's Animals.

"Claims" means all claims, investigations, demands, actions, proceedings, suits, causes of action, damages, debts, costs, verdicts and judgments whatsoever whether at law or in equity or under any statute including but not limited to all claims arising from or out of damage to the Animal or as a consequence thereof which relate to any incident or matter which occurred as a result of the animal being exposed to any disease, injury or death whilst at PMA or as a result of movement of the animal from

PMA, and whether at common law, in equity or arising out of the provisions of any statute.

“Encumbrance” means:

(a) any Security Interest; (as defined in the PPSA)

(b) any right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors, including any right of set-off;

(c) any third party right or interest in property, or any right arising as a consequence of the enforcement of a judgment;

(d) or any agreement to create any of them or allow them to exist.

"**Fee**" means the applicable fee for the Services, in addition to which the Owner shall pay any applicable GST (unless indicated otherwise).

“Goods” means any pharmaceutical or veterinary product or service used to treat an animal.

“Security Interest” means:

(a) In relation to any personal property (as defined in the Act), has the same meaning given to it as defined in section 12 of the Act; and

(b) In relation to any other property, means any charge, mortgage, pledge, bill of sale, hypothecation, lien, arrangement concerning the deposit of documents evidencing title, trust, power, title retention arrangement or any other covenant or arrangement of any nature made to secure the payment of money or the observance of an obligation.

“Services” means any form of veterinary services including but not limited to treatment, surgery, diagnostic aid, laboratory test, advice, or any other veterinary involvement in the treatment of an animal (and includes the supply of Goods for or on behalf of the Owner).

“Owner” means the person, part owner, trustee, beneficiary, company, entity or any person who is recognised as an owner both jointly and severally, where there is more than one person who, by definition shares ownership in the Animal, or other person passing an Animal to PMA that were provided with Services and/or Goods.

17. Execution

EXECUTED by _________________________)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

Signature of Director	Signature of Director/Secretary
Name of Director	Name of Director/Secretary
Date	Date

EXECUTED by_______________________

Signature of Individual

Name of Individual	Date

EXECUTED by _______________________

Signature of Authorised Representative /Agent

Name of Authorised Representative /Agent	Date