

Terms and Conditions of Invoice - Australia and New Zealand

1. Invoice

- 1.1. The following Terms and Conditions of Invoice are additional to the Terms and Conditions that appear in Canon Medical Systems ANZ Pty Limited's Sales Proposal, Service Quotation, Service Maintenance Agreement or Service Request and Report.
- 1.2. The provisions of the Privacy Act 1988 (as amended) apply to any information collected by Canon Medical. Please review Canon Medical's Privacy Statement at www.anz.medical.canon.
- 1.3. The Conditions for this Agreement are as follows:
 1. All sales of Canon Products are subject to the following conditions. In these Conditions;
 - (i) "Canon Medical" means Canon Medical Systems ANZ Pty Limited, ABN 73 612 054 707;
 - (ii) "Customer" means the Person/Company placing the order with Canon Medical for the purchase of Products;
 - (iii) "Conditions" means these terms and conditions
 - (iv) "Product" means the products and/or services listed on the front of the Invoice supplied by Canon Medical to the Customer under a Contract or Agreement of which these Conditions form part;
 - (v) "PPSA" means the Personal Property Securities Act 2009 (Cth), or in NZ, the Personal Property Securities Act (1999), their respective regulations, or any amendment or re-enactment of those Acts;
 - 1.4. Nothing in these Conditions or any circumstances arising from the fact that the Customer obtains possession of the Products prior to obtaining title or any other circumstances makes the Customer an agent of Canon Medical for any purpose whatsoever.

2. Property and Title

- 2.1. Canon Medical retains title to the Equipment until the Customer pays Canon Medical in full for:
 1. the Equipment;
 2. all other Equipment supplied by Canon Medical; and
 3. all other amounts owed to Canon Medical.
- 2.2. The Customer acknowledges that:
 1. this Agreement creates a purchase money security interest in the Equipment and in all other Equipment supplied by Canon Medical and the proceeds of the Equipment ("Security Interest") without the need for any further action by any party; and
 2. Canon Medical may perfect its Security Interest in the Equipment by registering the Security Interest on the Personal Property Securities Register in accordance with the PPSA.
- 2.3. The Customer waives its right to receive notice of verification statements in relation to the registration of Canon Medical's Security Interest.

- 2.4. As long as Canon Medical retains title to and a Security Interest in the Equipment:
 1. Canon Medical may, at any time, terminate any contract or agreement relating to the Equipment without notice to the Customer and may take possession of the Equipment.
 2. The Customer must make the Equipment available at any time for inspection by Canon Medical or its agents.
 3. The Customer authorises Canon Medical by its servants or agents to enter any premises owned, leased or otherwise occupied by the Customer by reasonable force to inspect or obtain possession of the Equipment.
 4. If the Customer disposes of or sells any of the Equipment, the Customer holds the proceeds on trust for Canon Medical and must immediately pay that amount to Canon Medical.

3. Variation

- 3.1. Canon Medical may, at its discretion, vary these conditions. However, any variations to these conditions made by the Customer shall not be binding on Canon Medical unless consented to in writing by Canon Medical.

4. Price and Payment

- 4.1. Subject to 4.2 below the Customer must pay the price for the Products specified on the front of the invoice.
- 4.2. Prices are subject to variation by Canon Medical without notice with immediate effect upon variation.
- 4.3. Unless otherwise agreed, payment shall be made in accordance with this invoice.

5. Claims

- 5.1. Claims for shortages, loss or damage must be made by the Customer to Canon Medical within seven (7) days of receipt of the Product.
- 5.2. No returns shall be accepted by Canon Medical unless authorised in writing by Canon Medical or by arrangement with Canon Medical's Branch Manager and must be sent freight paid to Canon Medical's nominated office.
- 5.3. Any discount or allowance (however determined) granted by Canon Medical to the Customer shall be credited against the invoice price of the Product and represents a reduction of that price.

6. Strategic Products

- 6.1. The Customer acknowledges that Products and their technologies marked with a "#" symbol in any Canon Medical agreement or on the face of any Canon Medical invoice, are classified as Strategic Products under Export Control Laws and regulations and as such should not be exported without the appropriate Governmental authority.

7. Installation Waste

- 7.1. The parties agree that where Canon Medical is required to remove installation waste from the Customer's premises, title to such installation waste is deemed to vest with Canon Medical.