

Ortesi Pty Ltd Terms & Conditions of Trade

DEFINITIONS

- Ortesi:** means Ortési Pty Ltd [ABN 14 153 078 936] of 67 Indian Drive, Keysborough VIC 3173;
- Customer:** means a practitioner, person, firm or corporation, jointly and severally if there is more than one ordering, and/or receiving, and/or issuing goods and/or services from Ortési;
- Goods:** means goods and/or services supplied by Ortési to the Customer;
- Terms:** means these Terms and Conditions of Trade (and security agreement as defined by the PPSA);
- Agreement:** means any Agreement, order, contract or security agreement entered into for the provision of Goods by Ortési to the Customer which will be bound by these Terms;
- GST:** means the Goods and Services Tax as defined in *A New Tax System (Goods and Tax) Act 1999* as amended;
- PPSA:** means Personal Property Securities Act 2009;
- Intel:** means intellectual property and all copyright, patents, trademarks, designs, formulas, specifications, confidential information, manufacturing processes and all modifications, improvements and derivations (whether registerable or not) owned or licensed by Ortési in respect of the Goods.

TERMS AND CONDITIONS OF TRADE

1 Terms

- 1.1 Unless otherwise agreed by Ortési in writing, the Terms apply exclusively to every agreement entered for the sale of Goods by Ortési to the Customer and cannot be varied or supplanted by any other condition, including the Customer's terms and conditions.
- 1.2 Any written quotation or price list provided by Ortési to the Customer concerning the proposed supply of Goods is:
- (i) an invitation to treat only;
 - (ii) subject to the Customer offering to enter into an Agreement and accepting these Terms.
- 1.3 The Terms may include additional terms which are not inconsistent with the Terms.
- 1.4 The Agreement is accepted by Ortési when Ortési confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the Goods.
- 1.5 Ortési in its absolute discretion may refuse to accept any offer.
- 1.6 It is the Customer's responsibility to provide Ortési with its specific requirements in relation to the Goods.
- 1.7 Ortési may vary or amend these Terms at any time. Any variations or amendments will apply to orders made by the Customer after the date of the variation or amendment.

2 Pricing

- 2.1 Prices and charges for the supply of Goods exclude GST and any other taxes or duties imposed on or in relation to the Goods. In addition to payment of the price of Goods and any other charges, the Customer must pay any GST and any other taxes, duties or charges imposed on the Goods.
- 2.2 If the Customer requests any variation to the Agreement, Ortési may increase the price to account for the variation.
- 2.3 Where there is any change in the costs incurred by Ortési in relation to the Goods, Ortési may vary its price for the Goods in order to take account of any such change.
- 2.4 Ortési reserves the right to vary the price of Goods and any other charges at any time.

3 Payment

- 3.1 Unless otherwise agreed in writing:
- (i) payment for the Goods and charges must be made within 30 days of the end of the following month in which Ortési's invoice is raised.
 - (ii) Ortési reserves the right to require payment in full prior to the delivery of the Goods, and/or prior to within 30 days from the end of the following month in which Ortési's invoice is raised.
- 3.2 Payment by cheque is not deemed made until the proceeds of the cheque have cleared.
- 3.3 Payment terms may be revoked or amended at the sole discretion of Ortési.

4 Payment Default

- 4.1 If the Customer defaults in payment by the due date of any amount payable to Ortési, then all money which would become payable by the Customer to Ortési at a later date becomes immediately due and payable without the requirement of any notice to the Customer, and Ortési may, without prejudice to any other remedy available to it:
- (i) claim a general lien over all the Customer's Goods in the possession of Ortési, and subject to giving 14 days written notice to the Customer, sell the property by private treaty or public auction, whichever Ortési in its sole discretion deems appropriate, and allocate the proceeds to the repayment of its sale costs and expenses and any sum which is due and payable by the Customer;
 - (ii) charge the Customer interest on any sum due at the prevailing rate pursuant to the Penalty Interest Rates Act 1983 (Vic) plus 2 per cent for the period from the due date until the date of payment in full;

- (iii) charge the Customer for all expenses and costs (including legal costs on an indemnity basis) incurred by it resulting from the default and in taking whatever action it deems appropriate to recover any sum due;
- (iv) cease or suspend for such period as Ortesi thinks fit, supply of any further Goods or to the Customer;
- (v) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by Ortesi;

without effect on the accrued rights of Ortesi under any contract.

4.2 Clauses 4.1(iv) and 4.1(v) may also be relied upon, at the option of Ortesi:

- (i) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
- (ii) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

5 Title

5.1 Full legal and equitable title and property in any and all Goods supplied by Ortesi to the Customer will remain with Ortesi until:

- (i) The Customer has paid Ortesi all amounts owing for the Goods under these Terms; and
- (ii) the Customer has paid all other amounts owed to Ortesi in respect of all Agreements between Ortesi and the Customer;

5.2 Receipt by Ortesi of any form of payment will not be deemed to be payment until that payment has been honoured, cleared or recognised and until then Ortesi's ownership of rights in respect of the Goods will continue.

5.3 It is further agreed that in addition to any rights Ortesi may have under Chapter 4 of the PPSA until payment of all amounts owing by the Customer to Ortesi:

- (i) the Customer must hold the Goods as fiduciary bailee and agent for Ortesi and keep separate the Goods until Ortesi has received payment in full and all other obligations owed by the Customer are met;
- (ii) Ortesi may give notice to the Customer to return the Goods or any of them to Ortesi. Upon such notice, the rights of the Customer to obtain ownership or any other interest in the Goods will cease;
- (iii) Ortesi will have the right to stop the Goods in transit whether or not part or previous delivery has been made;
- (iv) if the Customer fails to return the Goods to Ortesi, then without prejudice to any other rights and without prior notice, Ortesi or Ortesi's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee and licensee of the Customer, where the Goods are situated and take possession of the Goods which remain the property of Ortesi pursuant to this Clause 5 and the Customer irrevocably licenses Ortesi to enter such premises and indemnifies Ortesi from and against all costs, claims, demands or actions by any party arising from such action;
- (v) the Customer will not deal with any money of Ortesi in its possession in any way which may be adverse to Ortesi;
- (vi) the Customer will hold any proceeds from its sale or disposal of the Goods on trust for Ortesi;
- (vii) the Customer will not encumber or charge the Goods in any way or grant or otherwise give any interest including granting a security interest (as defined by the PPSA) in the Goods while they remain the property of Ortesi;
- (viii) then Ortesi may issue proceedings to recover the price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Customer; and
- (ix) If the Goods are converted or made part of any end product, or are commingled or are accession Goods for the purposes of the PPSA, the parties agree that Ortesi will be the owner of the end product and any proceeds associated with the Goods.

5.4 If there is any inconsistency between Ortesi's rights under this Clause 5 and its rights under Chapter 4 of the PPSA, this Clause 5 prevails.

6 Risk and Insurance

6.1 The risk in the Goods and all insurance responsibility for theft, damage or otherwise in respect of the Goods will pass to the Customer immediately on the Goods being delivered.

6.2 The Goods are sold to the Customer on the basis that the Customer has obtained all necessary licenses or permits under all relevant laws and regulations in relation to the Goods.

6.3 The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the Goods sold by Ortesi, whether such Goods are used singularly, or in combination with other therapy.

7 Acknowledgments

7.1 The Customer acknowledges that:

- (i) it has not relied on any service involving skill and judgment, or on any advice, recommendation, information or assistance provided by Ortesi in relation to the Goods their use or application;

(ii) it has the sole responsibility of satisfying itself that the Goods are suitable for the use of the Customer or any contemplated use by the Customer, whether or not such use is known by Ortesi.

7.2 Any description of the Goods provided in a quotation or invoice is given by way of identification only and the use of such description does not constitute a contract of sale by description.

8 Performance of Agreement

8.1 Any period or date for delivery of Goods stated by Ortesi is intended as an estimate only and is not a contractual commitment. Ortesi will use its best endeavours to meet any estimated dates for delivery of the Goods but will in under no circumstances whatsoever be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

9 Delivery

9.1 Ortesi will, at its discretion, arrange for the delivery of the Goods to the Customer and shall designate the route and the means of transportation for the delivery of Goods. In the event that the Customer requires a more expensive route and/or means of transportation the Customer will reimburse Ortesi for any extra cost involved.

9.2 The Customer must provide reasonable and proper access to the location specified for delivery.

9.3 The Customer authorises Ortesi to subcontract delivery in its absolute discretion.

9.4 The Customer indemnifies Ortesi against any loss or damage suffered by Ortesi, its sub-contractors or employees as a result of delivery, except where caused by the negligence of Ortesi.

9.5 If Ortesi does not receive forwarding instructions sufficient to enable it to despatch the Goods within 14 days of notification that the Goods are ready, the Customer shall be deemed to have taken delivery of the Goods from such date. The Customer shall be liable for storage charges payable monthly on demand.

10 Personal Property Securities Act (PPSA)

10.1 The Customer acknowledges and agrees that the PPSA applies to this Agreement.

10.2 The Customer grants Ortesi a purchase money security interest (PMSI) in all Goods and any proceeds supplied by Ortesi to the Customer.

10.3 The Customer acknowledges and agrees that the security interest:

(i) arising under this Agreement will be perfected by Ortesi prior to the Customer obtaining possession of the Goods;

(ii) is a continuing and subsisting interest in the Goods with priority over any other security interest and any unsecured creditor of the Customer;

10.4 The Customer will do everything required of it to enable Ortesi to register and maintain its security interest with the priority Ortesi requires.

10.5 Ortesi does not need to give the Customer any notice under the PPSA unless the notice is required by the PPSA and that requirement cannot be excluded.

10.6 If Chapter 4 of the PPSA would otherwise apply to the enforcement of the security interests created under this Agreement, the Customer agrees that sections 95, 120, 121(4), 125, 128, 129, 130, 132(3)(d), 132(4), 134(1), 135, 142 and 143 of the PPS Act will not apply.

10.7 The Customer agrees not to disclose to an 'Interested person' or any other person, any information of the kind described in section 275(1) of the PPSA.

10.8 The Customer must notify Ortesi immediately in writing of any changes to its name, address, contact details or data required to register a financing statement under the PPSA.

10.9 Until Title in the Goods passes to the Customer, the Customer will keep and maintain all Goods free of any charge, lien or security interest except as created under this Agreement and otherwise deal with the Goods in a way that will prejudice the right of Ortesi under this Agreement.

10.10 The Customer irrecoverably grants Ortesi the right to enter any premises or property of the Customer without notice and without being any way liable to the Customer or any other person, if Ortesi has cause to exercise any of its right under the PPSA or these Terms and the Customer agrees to indemnify Ortesi against any such liability.

11 Liability

11.1 Except as specifically set out herein, or contained in any warranty statement provided with the Goods, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the Goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

11.2 Replacement or repair of the Goods or re-supply of the Goods is the absolute limit of Ortesi's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the Goods by the Customer or any third party.

11.3 Ortesi is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.

11.4 Ortesi will not be liable for any loss or damage suffered by the Customer where Ortesi has failed to deliver Goods or fails to meet any delivery date or cancels or suspends the supply of Goods.

11.5 Nothing in the Terms is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of Goods or supply of which cannot be excluded, restricted or modified.

12 Cancellation

12.1 If, through circumstances beyond the control of Ortesi, Ortesi is unable to affect delivery or provision of

Goods, then Ortesi may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.

- 12.2 No purported cancellation or suspension of an order or any part thereof by the Customer is binding on Ortesi after that order has been accepted.
- 12.3 Ortesi, in its absolute discretion may review, alter or terminate the Customer's credit limit or payment terms without notice.

13 Specifications

- 13.1 All specifications, formulae, drawings, illustrations descriptive matter and particulars contained in Ortesi's catalogues, website and marketing documents are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. Any discrepancy will not entitle the Customer to rescind this Agreement or seek compensation or damages.
- 13.2 The Customer must not reverse engineer any Goods provided to it by Ortesi.
- 13.3 All drawings, descriptive matter and particulars supplied, remain Ortesi's property and are to be returned to Ortesi on demand. The Customer must not publish or communicate any of them to any person or publish or permit them to be copied or communicate them to any other person without Ortesi's prior consent in writing.

14 Intel

- 14.1 The Customer acknowledges that it has no proprietary right or interest in the Intellectual Property.
- 14.2 The Customer must not register or record or attempt to register or record anywhere in the world the Intellectual Property or any part or any patents, inventions, trade marks or designs derived from or similar to the Intellectual Property or aid or abet anyone else in doing so.
- 14.3 The Customer must not at any time create, sell, manufacture or process any Goods using or taking advantage of the Intellectual Property.
- 14.4 The Customer warrants that, where it provides materials for use by Ortesi or provides manufacturing directions, it is legally entitled to do so.
- 14.5 The Customer indemnifies and agrees to keep indemnified Ortesi against all liability, losses or expenses incurred by Ortesi in relation to, or in any way directly or indirectly connected with, any breach of any intellectual property rights in relation to the Customer's manufacturing directions or material provided by the Customer for the manufacture or supply of the Goods.
- 14.6 Any Intellectual Property provided to the Customer by Ortesi in connection with the Goods and remains the exclusive property of Ortesi and must be returned to Ortesi on demand and must not be copied or communicated to any third party without the express written consent of Ortesi.

15 Warranty

- 15.1 Subject to Clause 17.3, Ortesi, in its reasonable discretion if it deems necessary will replace any Goods or re-supply any Goods that do not meet the standard specified in the product description, provided that the Goods may have an acceptable variance.
- 15.2 Provision of the Warranty is subject to:
 - (i) payment in full in accordance with this or any Agreement;
 - (ii) written notice from the Customer within 14 days of delivery of any Goods that it believes does not meet specifications or Goods that are defective;
 - (iii) the provision of a sample of the Goods to Ortesi for testing;
 - (iv) correct storage of the Goods in accordance with instructions; and
 - (v) using the Goods in accordance with their intended purpose.
- 15.3 The Warranty excludes damage or alteration to the Goods arising from circumstances outside the control of Ortesi, including, without limitation to where the Goods are not used for their intended purpose, or where Goods or any part of them have been treated, processed or changed in any manner.
- 15.4 The Customer warrants to use the Goods in accordance with:
 - (i) any instructions provided to it by Ortesi from time to time;
 - (ii) all government and local regulations, including but not limited to all relevant environmental laws and regulations governing the storage, use, handling and maintenance of the Goods;
 - (iii) all necessary and appropriate precautions and safety measures relating to the storage, use, handling and maintenance of the Goods

16 Miscellaneous

- 16.1 The law of Victoria from time to time governs the Terms and the parties agree to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
- 16.2 Failure by Ortesi to enforce any of these Terms shall not be construed as a waiver of any of Ortesi's rights.
- 16.3 If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the condition shall be severed from these Terms without affecting the enforceability of the remaining conditions.
- 16.4 A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission.

GUARANTEE & INDEMNITY

17 Security

- 17.1 For the purpose of securing payment to Ortesi of the obligations and indebtedness, and despite anything to the contrary contained in this deed (as a security agreement as defined by the PPSA) or any other rights which Ortesi may have, the Customer and Guarantor acknowledge and agree:
- (i) The term "Ortesi" includes its successors and assigns the terms "Customer", "Grantor" and "Guarantor" include their respective executors, administrators and successors;
 - (ii) In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several;
 - (iii) To guarantee to Ortesi the due and punctual payment of all money presently owing or any money that may be owing in the future by the Customer and respect of the cost of Goods or services or collateral (including inventory) supplied by Ortesi to the Customer and any other sums payable by the Customer and/or the Guarantor to Ortesi pursuant to Ortesi's this Deed and/or Terms and Conditions of Trade (collectively called "**guaranteed and secured money**");
 - (iv) To secure the punctual payment of the guaranteed and secured money, the Customer as Grantor, grants a security interest in the personal property (the collateral including inventory) in favor of Ortesi as secured party. The security interest(s) taken by the secured party under this Deed extends to all the collateral being all of the grantor's present and after acquired property;
 - (v) The Customer and/or the Guarantor authorise, consent and undertake to take all actions necessary which Ortesi may reasonably require to perfect a security interest in the personal property (as defined by the PPSA) referred to in clause 4 above;
- 17.2 That as Grantor, the Customer and /or Guarantor may not, without Ortesi's consent (as secured party) do, or agree to do any of the following:
- (i) Create another security interest in connection with the collateral or allow one to arise; or
 - (ii) Deal in any way with this security agreement, or, allow any interest in it to arise or be varied.
- 17.3 Once all payments and other monetary obligations under this Deed as a security agreement between the parties have been met, the financing statement of any applicable registered security interest(s) will be discharged in accordance with requirements under the PPSA.
- 17.4 That as Grantor, the Customer and/or Guarantor may not, without the secured party's consent, deal in any other way with the collateral or any interest in it except for a disposal of inventory in the ordinary course of the grantor's business. The Grantor may collect accounts which the proceeds of inventory or accounts that arise from granting a right or providing services in the ordinary course of its business of granting rights or providing services of that kind, and:
- (i) Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Ortesi from and against all losses, costs, charges and expenses whatsoever that Ortesi may suffer or incur in relation to the supply of Goods or services and perfection of security interest(s) under the PPSA (if and when applicable) in relation to this Deed with the Customer and /or Guarantor and further agrees that each of the provisions contained in this Deed that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity given by the Guarantor.

18 Covenants

- 18.1 The Grantor, the Customer and /or Guarantor acknowledges and agrees as follows:
- (i) The Guarantee given is a continuing guarantee, the indemnity given is a continuing indemnity and neither this Deed nor the Guarantee nor the indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Ortesi other than the payment to and acceptance by Ortesi of the whole of the guaranteed money.
 - (ii) Notwithstanding that as between the Guarantor and the Customer the position of the Guarantor is that of surety, the Guarantor is liable under this Deed and security agreement for the payment of the all guaranteed money;
 - (iii) The Customer agrees to irrevocably nominate, constitute and appoint Ortesi as the Customer and/or Guarantor's attorney to perform all necessary acts to give effect to the provision of clauses 1-10; and
 - (iv) Should Ortesi elect to proceed in any manner in accordance with clauses 1-10, the Customer and/or Guarantor will indemnify Ortesi from and against all Ortesi's costs and disbursements including registration of financing statements, discharge of financing statements and legal costs on a solicitor and own client basis.
 - (v) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Ortesi notwithstanding:
 - (i) that no steps or proceedings have been taken against the Customer;
 - (ii) any indulgence or extension of time granted by Ortesi to the Customer;
 - (iii) the death or bankruptcy or winding up of the Customer;
 - (iv) that payment of the guaranteed money by the Customer cannot be legally enforced against the Customer.
 - (vi) The Guarantor will not compete with Ortesi for any dividend or distribution and will not dispute Ortesi's entitlement to any security interest in the event of the Customer being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or

composition in respect of its affairs or its assets and liabilities.

- (vii) The Guarantor hereby acknowledges having given its consent to Ortesi to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Ortesi assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Customer.

AUTHORITY, ACKNOWLEDGEMENT & PRIVACY

- 26 Ortesi is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to Ortesi in accordance with the Privacy Act.
- 27 Ortesi requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by Ortesi in connection with this Agreement.
- 28 Ortesi may give information to a reporting agency before, during or after the provision of credit for the following purposes:
- (i) obtain a consumer credit report;
 - (ii) allow the credit reporting agency to create or maintain a credit information file containing certain information;
 - (iii) allow the credit reporting agency to provide information regarding registered security interests held; identity particulars - name, sex, address and the previous two addresses, date of birth, name of employers, and driver's license number;
 - (iv) This information is limited to:
 - (i) the fact that credit has been applied for and the amount;
 - (ii) the fact that the Ortesi is a current credit provider;
 - (iii) loan repayments which are overdue by more than 60 days, and for which debt collection has started;
 - (iv) advice that loan repayments are no longer overdue in respect of any default that has been listed;
 - (v) information that, in the opinion of the Ortesi a serious credit infringement has occurred, that is, acted fraudulently or shown an intention not to comply with credit obligations;
 - (vi) details of registered security interest(s) provided to other parties that may affect this agreement
- 29 It is agreed that Ortesi may obtain a consumer credit report containing information about from a credit reporting agency for the purpose of assessing my/our application for commercial credit for the purposes of contract management and administration including registration of financing statement(s) in order to perfect a security interest that may arise under this security agreement in accordance with the PPSA.
- 30 It is agreed that Ortesi may give to a person who is deemed a guarantor, or whom Ortesi has indicated is considering becoming a guarantor, a credit report containing information for the purpose of the guarantor deciding whether to act as guarantor, or the Ortesi keeping an existing guarantor informed about its guarantee.
- 31 It is understood that the information disclosed can include a credit report and any other information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act including a credit report.
- 32 It is agreed that Ortesi may obtain a consumer credit report from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed and for the purposes of perfecting a security interest (as defined by the PPSA) if applicable.
- 33 It is agreed that Ortesi may exchange information to credit providers including those named in a consumer credit report issued by a credit reporting agency:
- (i) to notify other credit providers of a default;
 - (ii) to exchange information with other credit providers as to the status of a credit facility with the Ortesi
 - (iii) to assess debt worthiness.
- 34 It is understood that the information exchanged can include anything about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.
- 35 It is understood that under the requirements of the *Privacy Act 1998 as amended* and the *Australian Privacy Principles*, Ortesi will ensure that all credit and personal information obtained will be appropriately collected, used, disclosed and transferred and will be stored safely and protected against loss, unauthorised access, use, modification or disclosure and any other misuse. It is also to be understood that such information will be made available for viewing or amendment upon request to the Ortesi and that Ortesi's full Privacy Policy is available for downloading at any time at www.ortesi.com.au/privacypolicy
- 36 By ordering, or accepting the receipt of, and/or issuing goods and/or services from Ortesi, one:
- (i) Acknowledges that they are able to pay its debts as and when they fall due;
 - (ii) Acknowledges having been provided with, has read, understood and consents to be bound by the Terms and Conditions of Trade;
 - (iii) For the purposes of the PPSA, grants Ortesi (as secured party) a security interest in the Goods (the collateral and/or the Applicant's present and future personal property as defined by the PPSA) to secure its security interest created under the Terms and Conditions of Trade;

- (iv) Acknowledges having read, understood and consented to the above Privacy Authority at Clause 11;
- (v) Agrees that the Ortesi Terms and Conditions of Trade will be amended from time to time;
- (vi) Agrees that any Terms and/or Conditions contained in any Purchase Orders or elsewhere will not govern the relationship between the parties;
- (vii) Acknowledges that it has been advised to seek legal and financial advice prior to ordering, or accepting the receipt of, and/or issuing of goods and/or services from Ortesi.