

smartaed remote location and operations monitoring device

Terms and Conditions

Last revised: 1 October 2021

1 About smartaed.com.au

- 1.1 The smartaed website <https://www.smartaed.com.au> (the website) is operated by Blaser Pty Ltd (ABN 65 609 790 829) (Blaser, we, us, our). A principal long-term objective of Blaser is to enhance community resilience to sudden cardiac arrest (SCA) by ensuring that automated external defibrillators are where they are supposed to be, and in good working order, when they are needed to respond to SCA events.
- 1.2 Our website provides you with an opportunity to browse and purchase products and services including the smartaed remote location and operations monitoring device, to be used in conjunction with AEDs you already own, and links to the *Guardian* smartphone app to connect you with your smartaed device.
- 1.3 Please read these terms and conditions (these Terms) carefully. In consideration of Blaser agreeing to supply products and/or services to you, you agree and accept that these terms apply to all sales of products and services by Blaser to you. You agree to accept these Terms by placing an order with Blaser. You can place an order via our Contact page at <https://www.smartaed.com.au>.
- 1.4 You further acknowledge that these Terms constitute the entire agreement of the parties as to the supply of Products and Services by Blaser and may not be varied without our prior written agreement.
- 1.5 Blaser reserves the right to review and change any of these Terms by updating this page at its sole discretion. Any changes to these Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these Terms for your records.

2 Price

- 2.1 The price for goods and/or services shall be Blaser's current listed price on our website or current quoted price (at the date on which the order is accepted and supplied by Blaser). Blaser is entitled to adjust any price stated on the current price list to take account of variations in the cost to Blaser. The Purchase Price is in Australian Dollars and includes GST for relevant items.
- 2.2 The Purchase Price reflects the price for one (1) smartaed device only. Should you wish to purchase 10 or more smartaed devices, please contact us via our contact page at <https://www.smartaed.com.au> for a formal quotation with pricing to reflect a bulk order purchase.

3 Payment

- 3.1 Payment shall be online via our store using our payment platform
In using the payment platform, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation.
- 3.2 Following payment of the Purchase Price being received by Blaser, you will be issued with an order receipt to confirm that the payment has been received. You will receive a tax invoice from Blaser separately.

4 Delivery (Physical Items)

- 4.1 Upon receipt of payment, Blaser will place an order from the nominated manufacturer. Delivery of the products will be completed within 5-7 working days of the order.
- 4.2 A packaging/delivery fee may be applicable. Large or major consignments freight fee will be quoted to client prior to dispatch. Blaser is entitled to adjust the current delivery fee to take account of variations in the cost to Blaser.
- 4.3 Goods are dispatched directly from the manufacturer to you. You acknowledge that the delivery of the goods will be organised by the applicable manufacturer using third-party delivery companies
- 4.4 If an item is lost or damaged during delivery, Blaser asks that you contact us via our contact page at www.mhf.life outlining in what way the goods were damaged in transit.
- 4.5 You acknowledge that Blaser does not provide the delivery services to you and you agree that Blaser will not be liable to you for any direct, special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the delivery.

5 Risk

- 5.1 The risk in goods shall pass to the customer on delivery to the customer's delivery destination. However, ownership remains with Blaser until such a time as full payment is made.

6 Delay

- 6.1 Blaser will endeavour to fill orders promptly but will not be liable in respect of any delay occurring in the supply of goods and/or services and all consequences of such delay.

7 Amendment of Order

- 7.1 Where the customer desires to amend the order or delivery schedule and Blaser is prepared to accept the amendment, the price shall be amended to include any additional costs resulting from the amendment.

8 Privacy

- 8.1 Blaser takes your privacy seriously and any personal information collected through your purchase of our products or services is subject to Blaser's Privacy Policy, which is available at <https://www.smartaed.com.au/about.html>
- 8.2 In providing you products and services we may be obligated to pass certain personal information directly to the third parties.

9 Our Liability

- 9.1 Nothing in these Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which bylaw may not be limited or excluded.
- 9.2 Subject to any condition, warranty or right implied by the Australian Consumer Law or any other law which cannot by law be excluded by agreement:
- (a) we give no warranties, and you have no other rights, apart from those, if any, expressly set out in these Terms; and
 - (b) all implied conditions, warranties and rights are excluded.
- 9.3 Without limiting paragraph 9.2, to the extent permitted by law, we do not give any warranty of reliability, quality, fitness for purpose, merchantability or accuracy nor accept any responsibility arising in connection with any errors in, or omissions from, the information, or tools provided on or by our website.
- 9.4 Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of that implied condition, warranty or right:
- (a) in connection with the supply of goods, to any one or more of the following, as we may determine – the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the costs of replacing the goods or of acquiring equivalent goods or the payment of the costs of having the goods repaired; and
 - (b) in connection with the supply of services, to one of the following, as we may determine – the supplying of the services again or the payment of the costs of having the services supplied again
- 9.5 Subject to paragraphs 9.2 and 9.4, we are not liable to you in contract, tort (including negligence), under any statute or otherwise for, or in respect of, any indirect or consequential loss or damage.
- 9.6 Subject to this paragraph 9, our total and aggregate liability in contract, tort (including negligence), under statute or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with these Terms will not exceed the total amount paid by you to us for the Purchase Price.

10 Returned Goods and Claims Procedure

- 10.1 The following procedure in respect of returning goods and making claims in conjunction with any alleged breach of any express or implied term, condition or warranty of this contract is designed to facilitate prompt handling of customer claims and to enable both Blaser and the customer to mitigate any loss which either may suffer as a result of the alleged breach.
- 10.2 The customer shall notify Blaser in writing within 7 days of the customer intention to mitigate any loss, which either may suffer as a result of the alleged breach.
- 10.3 The customer shall notify Blaser of the customer's intention to return any product prior to its return. Please quote invoice number. Blaser will notify the customer of arrangements for the inspection of the product prior to its return or of arrangements for its return, such return being at the expense of the customer.
- 10.4 At Blaser's discretion, goods incorrectly ordered by the customer must be returned in good condition within 7 days at the customer's expense prior to the issue of a credit note. Goods may be subject to a restocking fee of 25% of purchase price. No returns will be accepted after 30 days.

11 Intellectual Property

11.1 Use of any intellectual property must have written authority of Blaser Pty Ltd. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional produced and commercially distributed to Blaser Pty Ltd.

12 Dispute Resolution

12.1 Compulsory: If a dispute arises out of or relates to these Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following paragraphs have been complied with (except where urgent interlocutory relief is sought).

12.2 Notice: A party to these Terms claiming a dispute (Dispute) has arisen under these Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

12.3 Resolution: On receipt of that notice (Notice) by that other party, the parties to these Terms must:

- (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
- (c) The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in New South Wales, Australia

12.4 Confidential: All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution paragraph are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

12.5 Termination of Mediation: If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

13 Governing Law

13.1 These Terms will be governed by and construed in accordance with the laws of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales, Australia.

14 Severance

14.1 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of these Terms shall remain in force.

15 Contact Blaser

15.1 Any questions, complaints or claims regarding the Blaser's goods or services should be directed to Blaser Customer Service

Customer Service Blaser Pty Ltd PO Box 2203 Carlingford Court NSW 2118 Australia	Australia Number: +61 (02) 8846 3099 Email: info@smartaed.com.au Mondays to Fridays: 9.00am to 5.00pm Closed on public holidays.
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