

Standard Terms and Conditions for Wholesale

1. Parties

- a) **The Products** available for wholesale purchase and resale are displayed on the Partner Web Portal as amended from time to time or as otherwise directly quoted by an authorised Aidacare representative.
- b) **The Distributor** is a party who is authorised to purchase the Products at wholesale prices and resell those to Customers. Aidacare may appoint or terminate a Distributor by way of written communication on 30 days' notice. Aidacare may alter the Products available to a particular Distributor by way of written notice.
- c) The creation of a purchase order to Aidacare for any of the Products by the Distributor is deemed Acceptance of both Aidacare's Standard Terms and Conditions and Standard Terms and Conditions for Wholesale by the Distributor.

2. Territory

- a) The **Geographical Territory** defines the area in which the Distributor may sell the Products. The Geographical Territory may be limited by Aidacare to the State or States in which the Distributor operates a physical point of sale open to the general public by written instruction to the Distributor.
- b) The **Market Territory** defines a customer segment such as Residential Aged Care, Hospitals or Home and Community into which the Distributor may sell the Products. The Market Territory may be limited by Aidacare to a particular customer segment or segments by written instruction to the Distributor.

3. Pricing and Payment

- a) Distributors are responsible for setting their own sell prices to customers.
- b) Wholesale prices may vary subject to Aidacare providing the Distributor with at least 15 days' notice in writing.
- c) Wholesale prices are as displayed on the Partner Portal or as otherwise specifically quoted by an authorised Aidacare representative.
- d) Wholesale sales are invoiced ex-works Aidacare warehouse with freight charged additionally unless agreed otherwise in writing with an authorised Aidacare sales representative.
- e) Wholesale invoice terms are 30 days from invoice date and are subject to credit checks and ongoing creditworthiness. Aidacare may alter its invoice terms on future orders at its discretion by written instruction to the Distributor.
- f) By way of written notice within 30 days of receipt, the Distributor may reject a shipment of the Products where, acting reasonably, it identifies damage in the Products or a shortage or

discrepancy to the relevant order for the Products. Otherwise, shipments of the Product are deemed to have been accepted by the Distributor and any related invoices due and payable within terms.

4. The Distributor shall:

- a) conduct its business in an ethical manner and comply with Australian Consumer Law and other regulatory requirements;
- b) maintain and operate a quality systems and procedures to ensure proper handling, storage, and distribution of Products;
- c) understand and comply with the requirements relating to the promotion and /or advertising of therapeutic goods which are contained in the Therapeutic Goods Act 1989 (Cth), the Therapeutic Goods Regulations 1990 (Cth), the Therapeutic Goods (Medical Devices) Regulations 2002 (Cth) and the Therapeutic Goods Advertising Code 2021 (collectively, the “TG Advertising Laws”);
- d) promote, sell, and deliver the Products in the approved Geographic and Market Territory;
- e) maintain sufficient inventory of the Products and spare parts to supply customers in a timely manner in the Geographic Territory;
- f) train customers or end-users in the use and maintenance of the Products in accordance with Aidacare instructions and user manuals and provide technical support and field service, as needed;
- g) create and preserve goodwill between Aidacare and customers and not do anything which brings Aidacare or its related entities into disrepute;
- h) not wholesale the Products to another reseller without written permission from Aidacare;
- i) not actively sell any Products outside of the approved Geographic and Market Territory or sell to any party that Distributor knows, or should reasonably be expected to know, will sell the Products outside the Territory;
- j) not create or use any misleading or inaccurate promotional materials and
- k) not solicit the employment of any person employed by Aidacare without Aidacare’s prior written consent to such solicitation.

5. Aidacare shall:

- a) supply the Products in a merchantable quality and take reasonable care in packaging the goods for transport to the Distributor;
- b) honour any specifically quoted prices for a period of 90-days or as otherwise agreed in writing with the Distributor so long as the quotation was by an authorised;
- c) provide current catalogues and promotional literature for use in the Territory;
- d) maintain sufficient spare parts to support the Distributor’s timely repairs in the approved Geographic and Market Territory;
- e) provide timely warranty assessment to support the Distributor’s timely communications with customers in the approved Geographic and Market Territory, noting that the Distributor bears responsibility to the end-customer for product guarantees under Australian Consumer Law; and

Aidacare does not owe ACL product guarantee obligations to the Distributor as a reseller.

6. Tenders

- a) A **Tender** is any bid by the Distributor where it offers any of the Products to a customer at an agreed price under a Standing Offer Arrangement (SOA); Preferred Supply Agreement; or other ongoing arrangement which may result in repeated purchases over time. It is not a quotation to the Customer for a one-off purchase of the Products.
- b) The Distributor is not permitted to offer the Products on a Tender without first informing Aidacare in writing.
- c) The Distributor shall provide Aidacare with written notice of Intention to Tender the Products which should contain the following.
 - i. The terms of the Tender, but not including any pricing information;
 - ii. A plan outlining how the Products will be supported by the Distributor under the terms of the Tender, including monthly sales and ordering forecasts and service and maintenance;
 - iii. A plan outlining how any distribution or fulfilment terms within the tender will be achieved and
 - iv. Any other information reasonably requested by Aidacare.
- d) Aidacare will consider the Distributor's written Intention to Tender notice and promptly respond with any comments or instructions.

7. Termination

- a) Aidacare may immediately suspend or terminate trade between the Parties where:
 - i. Aidacare reasonably considers there is a failure to comply with Aidacare's Standard Terms and Conditions or Standard Terms and Conditions for Wholesale or applicable laws;
 - ii. the Distributor commits a breach of Aidacare's Standard Terms and Conditions or Standard Terms and Conditions for Wholesale which is not capable of remedy or
 - iii. the Distributor becomes insolvent or subject to any form of external administration;
 - iv. the Distributor is subject to a change of control or change of business and
 - v. Aidacare reasonably considers that the Distributor's action or inaction regardless of whether in relation to the resale of the Products has brought, or is likely to bring, Aidacare or the Products into disrepute.
- b) On termination the Distributor shall:
 - i. remove the Products from its website and cease other forms of advertising but may continue to sell residual stock of the Products if specifically allowed by Aidacare;
 - ii. cease using Aidacare's intellectual property or Confidential Information and return to Aidacare or destroy any marketing and sales materials in its possession;
 - iii. cease holding themselves out to be a distributor, partner, sub-contractor or agent of Aidacare and

- iv. cease accessing Aidacare’s proprietary systems, portals or other software.

8. Confidentiality

- a) “Confidential Information” means all information relating to the disclosing party which could reasonably be regarded as confidential, including but not limited to:
 - i. information relating to its business and operations;
 - ii. information relating to any of its past, existing or potential clients or suppliers;
 - iii. information relating to know-how, trade secrets, software or other data;
 - iv. Aidacare’s Standard Terms and Conditions of Wholesale and
 - v. information whether oral, written, recorded or stored but does not include information which is in, or comes into, the public domain other than by a breach of Aidacare’s Terms and Conditions of Wholesale by the receiving party, or which is independently known to or developed by the receiving party as evidenced through the receiving party’s written records.
- b) The receiving Party must keep Confidential Information confidential and use it only for the purpose of performing its obligations under Aidacare’s Standard Terms and Conditions of Wholesale.
- c) The receiving party must not use or disclose the Confidential Information to any person other than as necessary to perform the receiving party’s obligations in accordance with Aidacare’s Standard Terms and Conditions of Wholesale or with the disclosing party’s prior written consent.
- d) This clause survives expiry or termination of trade between the Parties.

9. Liability and Indemnity

- a) The Distributor indemnifies Aidacare and each of its employees, contractors and agents for any loss or demands whatsoever arising out of or in connection with:
 - i. any breach of Aidacare’s Standard Terms and Conditions or Standard Terms and Conditions for Wholesale by the Distributor;
 - ii. any negligent act or omission of the Distributor or its personnel;
 - iii. any personal injury, death or property damage arising from or in connection with the Distributor’s activities in relation to the resale of the Products;
 - iv. any failure by the Distributor to comply with applicable laws, approvals or standards; or
 - v. any representation, statement or conduct by the Distributor in connection with the Products that is misleading or deceptive.
- b) To the fullest extent permitted by law, Aidacare’s aggregate liability to the Distributor whether in contract, tort (including negligence), statute, indemnity or otherwise will not exceed the lesser of all historical sales to the Distributor or one year’s historical sales to the Distributor by Aidacare.
- c) Aidacare is not liable to the Distributor including loss of profits, loss of revenue, loss of business opportunity, loss of reputation and any special, exemplary, punitive, incidental, indirect or consequential loss (including liabilities in respect of third parties).

10. Dispute Resolution

- a) The parties shall act in good faith to resolve dispute under Aidacare's Standard Terms and Conditions of Wholesale.
- b) Aidacare's Standard Terms and Conditions of Wholesale shall be governed by and construed in accordance with the laws of NSW.
- c) Nothing created herein shall be deemed to create an agency or joint venture between the parties.

11. General

- a) Aidacare's Standard Terms and Conditions of Wholesale should be read in conjunction with Aidacare's Standard Terms and Conditions which also apply to any interactions between the Parties. In the event of any inconsistency, Aidacare's Standard Terms and Conditions take precedence.
- b) The failure of either party to enforce any provision under Aidacare's Standard Terms and Conditions or Standard Terms and Conditions of Wholesale will not waive the right of such party thereafter to enforce any such provisions.
- c) If any of Aidacare's Standard Terms and Conditions of Wholesale are or becomes invalid or unenforceable in any relevant jurisdiction, the legality, validity or enforceability of the remainder of the terms will not be affected and the remaining terms will be read as if the relevant part had been deleted in that jurisdiction only.
- d) Any provision of Aidacare's Standard Terms and Conditions of Wholesale which by its nature is intended to survive termination or expiry of trade between the Parties survives termination or expiry of trade between the Parties.

Approved By: Martin Hoffman
CEO

Date: 29-05-2026

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