

STANDARD TERMS AND CONDITIONS

WeissenBlu Assistive

These Standard Terms and Conditions apply to all CareBidet equipment and related services supplied to you by WeissenBlu Assistive (the trading name of Makswide Pty Ltd) ("Supplier"). ABN: 75 632 742 575. These Terms apply unless we agree different terms with you in writing, and nothing in these Terms excludes any rights you may have under the Australian Consumer Law.

IMPORTANT ACL NOTICE

Nothing in these Terms excludes, restricts, or modifies any non-excludable rights or remedies you may have under the Australian Consumer Law (ACL).

1. Definitions and Interpretation

1.1 Definitions

In these Terms:

- **ACL** means the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
- **Customer** means the purchaser or renter named on the Quote/Invoice (or their authorised representative).
- **Equipment** means the CareBidet system and any included accessories supplied under the Quote/Invoice.
- **Services** means any installation, training, maintenance, troubleshooting, or other services supplied by the Supplier as stated in a Quote/Invoice or Transaction Notice.
- **Quote/Invoice** means the Supplier's quotation and/or invoice issued for a transaction.
- **Transaction Notices** has the meaning in clause 5.1.
- **Warranty Statement** means the Supplier's separate warranty document applicable to Sale transactions.
- **Rental Agreement** means the Supplier's separate rental agreement applicable to

Rental transactions.

- **Trial Agreement** means the Supplier's separate agreement applicable to Trial transactions.
- **Warranty Summary** means the Supplier's 1-page consumer warranty summary provided with the User Manual for Sale transactions (informational summary only).

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. "Including" means including without limitation.

2. Application and Transaction Types

2.1 These Terms apply to the supply of CareBidet equipment and related services by the Supplier to the Customer where the Supplier issues a Quote and/or Invoice for any of the following transaction types:

- (a) Sale (New)
- (b) Sale (Used or Ex-Rental)
- (c) Rental (where these Terms are incorporated under a Rental Agreement).

2.2 **Trial:** Trial is supplied only under a separate Trial Agreement, unless expressly incorporated.

3. Updates to These Terms

3.1 The Supplier may update these Standard Terms and Conditions from time to time by publishing a revised version with an effective date. Unless the Customer agrees otherwise in writing, any updated version applies only to transactions entered into on or after the effective date, and does not apply retrospectively to transactions already entered into.

4. Contract Documents and Priority

4.1 The contract for each transaction may include: these Terms, the relevant Quote/Invoice, any Transaction Notices, and (where applicable) a separate Warranty Statement (Sale) or Rental Agreement (Rental).

4.2 **Priority:** If there is any inconsistency, the order of priority is:

- (1) Any signed agreement (including Rental Agreement / Trial Agreement)
- (2) Warranty Statement (for Sale, for warranty/service scope)
- (3) Quote/Invoice
- (4) Transaction Notices
- (5) These Terms

For clarity, any Warranty Summary does not override the above documents.

5. Transaction Notices and Records

5.1 The Supplier may issue transaction-specific written notices or confirmations (e.g., booking confirmation, installation completion acknowledgement, used condition report, etc.) ('Transaction Notices'). If such notices are incorporated (either expressly or by reference), they shall form part of the contract for that specific transaction.

5.2 Where confirmation is required (e.g., reply "YES"), the Supplier may treat the booking/supply as not confirmed until confirmation is received.

5.3 **Forms/Records:** The Supplier may use standard records and forms (including, but not limited to, installation and training records). If signed or otherwise acknowledged by the Customer or their representative, such records may be treated as Transaction Notices and form part of the contractual agreement for that transaction.

5.4 **Confirmed Booking/Order – Definition:** For the purpose of clause 15 (Changes, rescheduling, and cancellation), a "confirmed booking/order" means a booking or order that the Supplier has confirmed in writing (including by issuing an Invoice, sending a booking confirmation, or other written acceptance), and where clause 5.2 applies, after the Customer's required confirmation has been received.

6. Quotes, Orders, and Acceptance

6.1 Quotes are valid for the period stated in the Quote (or 14 days if not stated) and are subject to availability and scheduling.

6.2 A contract is formed when the Supplier confirms acceptance in writing (including by issuing an Invoice or confirming a delivery/installation/service booking).

7. No Other Terms

7.1 To the extent permitted by law, these Terms apply to the exclusion of any terms proposed by the Customer (including on any purchase order), unless expressly agreed in writing by the Supplier.

8. Product Descriptions and Minor Changes

8.1 Product images, descriptions, and specifications (including on websites or brochures) are general information only. The Supplier may make minor changes that do not materially reduce safety or core functionality (e.g., component updates or packaging changes). This clause does not limit ACL rights.

8.2 **Used/Ex-Rental Condition – Clarification:** Where the Equipment is supplied as Used or Ex-Rental, the Customer acknowledges that reasonable signs of prior use (including cosmetic wear) may be present. Unless ACL requires otherwise, the condition of the Equipment is as described in the Quote/Invoice and any applicable Transaction Notice. **(e.g., used condition report)** provided at or before delivery/installation.

9. Delivery and Timing (Estimates)

9.1 Any delivery/installation dates are estimates only. The Supplier is not liable for delay caused by events outside the Supplier's reasonable control. This clause does not limit ACL rights.

10. Pre-Supply Clinical Suitability Assessment

10.1 The CareBidet system is not a general consumer appliance. For safety, dignity, and infection-control reasons, it must be supplied only where it is clinically suitable for the intended user. Before confirming any Sale or Rental supply, the Supplier requires a pre-supply clinical suitability assessment based on:

- (a) the Supplier's **Pre-Supply Assessment Checklist** (as updated from time to time); and
- (b) information provided by, or under the supervision of, an appropriately qualified health professional (where reasonably required).

The Supplier's Pre-Supply Assessment Checklist is the primary decision framework for

approval, deferral or decline.

10.2 The Supplier may refuse to confirm supply, or may place an order/booking on hold, until the assessment is completed to the Supplier's reasonable satisfaction.

10.3 The Customer (and any person completing the assessment on the Customer's behalf) warrants that all information provided is true, accurate and not misleading, and that no relevant information reasonably requested by the Supplier has been omitted. The Customer must promptly notify any material change in the user's condition or circumstances before supply/installation.

10.4 The Supplier may, acting reasonably, approve, defer, impose reasonable conditions, or decline supply if the assessment indicates the Equipment may be unsuitable or unsafe for the intended user or setting.

10.5 If supply/installation/service cannot proceed, is deferred, or is cancelled because the assessment (or supporting information) was incorrect, incomplete or misleading—whether intentional or not—then, subject to ACL:

(a) the Supplier may cancel or defer the booking/supply;

(b) any deposit and/or pre-paid installation/training/service fee may be **non-refundable** to the extent it reflects work already performed, time reserved, and reasonable costs incurred;

(c) the Customer may be required to pay reasonable costs incurred as a result of the incorrect assessment (including where an appointment is reserved or attendance has commenced); and

(d) any rescheduled booking may require additional payment as notified in writing.

For Rental transactions, the handling of any pre-paid fees, deposit deductions and related costs will be governed by the **Rental Agreement**.

10.6 The Supplier may request limited supporting information (for example, one bed-area photo) where reasonably necessary to confirm that the Equipment can be set up and operated as intended.

10.7 The Customer should promptly inspect the Equipment and notify visible damage, missing items or incorrect supply within 14 days. This does not limit ACL rights for latent defects.

11. Use, Care, and Misuse

11.1 **Sale:** Requirements for use, care, cleaning, and any exclusions or limitations relating to misuse are set out in the separate Warranty Statement (and any user manual) for Sale transactions.

Rental: Requirements for use, care, cleaning, prohibited conduct, contamination handling, damage responsibility, and any permitted deposit deductions are set out in the separate Rental Agreement. The Customer must comply with the applicable Warranty Statement or Rental Agreement (as relevant) in addition to these Terms.

12. Unauthorised Repairs or Modifications

12.1 The Customer must not arrange unauthorised repairs, modifications, or tampering with the Equipment. For Sale transactions, the consequences (including warranty impact) are set out in the Warranty Statement, without limiting ACL rights.

13. Safety-Based Refusal or Suspension

13.1 The Supplier may refuse, pause, or suspend any on-site service where contamination or hygiene risks make the service unsafe, in accordance with ACL.

13.2 **(Rental details)** Rental-specific hygiene handling and any permitted deposit deductions are set out in the Rental Agreement.

14. Training (Optional, Paid)

14.1 The Supplier may provide optional paid training relating to the operation and basic care of the Equipment upon Customer request.

14.2 Training fees, scope, session length, attendees, location (on-site or remote) and scheduling are as stated in the relevant Quote/Invoice and/or Training Request form.

14.3 Training is operational guidance and not medical or clinical advice.

14.4 Training delivery and attendance may be recorded using the Supplier's standard

records and forms.

15. Changes, Rescheduling, and Cancellation

15.1 Any change, rescheduling or cancellation must be requested in writing. Subject to ACL, if the Customer cancels or changes a **confirmed booking/order** (as defined in clause 5.4), any prepayment may be retained to the extent it reasonably reflects work already performed, time reserved and reasonable costs incurred.

15.2 **Customer-caused Events:** If the Supplier is unable to perform, must pause, or cannot complete any delivery, installation, collection, or on-site service due to the Customer's actions or omissions (including absence, uncontactable status, lack of access, unprepared site, late changes/cancellations, or unsafe hygiene/contamination risks), the Customer shall be responsible for the resulting consequences, in accordance with ACL

15.3 Reasonable additional costs

Where such Customer-caused events result in additional costs, the Supplier may charge **reasonable costs actually incurred**, including costs reflecting work already performed, time reserved, attendance commenced, or rescheduling requirements, subject to ACL.

15.4 Notice, confirmation & records

The Supplier will use reasonable efforts to notify the Customer in writing and may require confirmation (e.g., reply "YES"). Transaction Notices and standard forms/records, if incorporated or acknowledged, may form part of the contract for that transaction.

15.5 Relationship with separate agreements

This clause operates in addition to clause 10.5 and does not limit clause 13.1.

Transaction-type specific details may be set out in a separate Rental Agreement / Trial Agreement and will apply in accordance with the document priority clause.

16. Change-of-Mind Returns

16.1 Subject to the Australian Consumer Law (ACL), the Supplier does not accept change-of-mind returns where the Equipment has been installed, used, or where opening/handling affects hygiene or the re-saleable condition. Any change-of-mind return (if approved in writing) may be subject to reasonable conditions, including transport and handling costs, in accordance with ACL.

17. Pricing, Invoicing, and Payment

17.1 Prices and payment terms are as stated in the Quote/Invoice. GST applies unless stated otherwise.

17.2 If payment is overdue, the Supplier may suspend delivery/installation/service until overdue amounts are paid, subject to ACL.

17.3 Interest & recovery

If an amount is overdue, the Supplier may charge reasonable interest on the overdue amount at a rate not exceeding the rate stated on the Invoice (or, if not stated, a reasonable rate), and may recover reasonable costs of collection, to the extent permitted by law and subject to ACL.

17.4 Limited set-off / undisputed amounts must be paid

The Customer must pay all **undisputed** amounts when due. The Customer must not withhold or set off any amount against amounts due **except** for a genuinely disputed amount, provided that the Customer: (a) gives the Supplier written notice describing the dispute and the amount in dispute; and (b) pays the undisputed portion on time. This clause does not limit any rights under the ACL.

18. Title, Risk, and Insurance

18.1 **Sale:** Title passes only when full payment is received in cleared funds, unless otherwise agreed in writing.

18.2 **Risk:** Risk of loss/damage passes to the Customer upon delivery to, or installation at, the Customer's premises (or Customer collection), except to the extent caused by the Supplier's negligence. This does not limit ACL rights.

18.3 **Insurance:** While the Equipment is in the Customer's possession or control, the Customer is encouraged to ensure appropriate insurance cover. Failure to insure does not limit the Customer's responsibility for loss or damage while in its possession/control, to the extent permitted by law.

19. Sale Warranty and After-Sales Service

19.1 For Sale transactions, any express warranties and the detailed scope of warranty

services (including exclusions) are outlined in a separate Warranty Statement provided by the Supplier. This Warranty Statement is supplementary to the rights granted under the Australian Consumer Law (ACL).

19.2 Warranty Summary

The Supplier may also provide a 1-page Warranty Summary with the User Manual for convenience. The Warranty Summary is informational only and does not replace the Warranty Statement or ACL rights.

20. Rental Arrangements

20.1 Rental is supplied only under a separate **Rental Agreement**. The Rental Agreement sets out the detailed rental term, renewal, fees, deposit (if any), return/collection and any rental-specific responsibilities (including hygiene/contamination handling and permitted deposit deductions). These Terms apply only to the extent incorporated by the Rental Agreement.

20.2 Designated user – Rental

For Rental transactions, any requirement that the Equipment be used only by the designated user (and any related restrictions) will be set out in the Rental Agreement, and the Customer must comply with those requirements.

20.3 Rental updates

Any changes to rental-related terms, notice requirements and the Customer's option to end the rental in response to certain changes are governed by the Rental Agreement and do not limit ACL rights.

21. Complaints

21.1 If the Customer has a complaint, the Customer should first contact the Supplier in writing with sufficient details. The Supplier will respond and attempt to resolve the complaint in good faith. This does not limit any rights under ACL or other applicable law.

22. Privacy

22.1 The Supplier handles personal information in accordance with its Privacy Policy, any

applicable collection notice(s), and applicable privacy laws. To provide the Equipment/Services safely and appropriately, the Supplier may collect, use and disclose personal information **including health information** (for example, for suitability assessment, installation/training records, service logs, safety/infection-control purposes, and communications).

22.2 **Service partners / disclosures**

The Supplier may disclose relevant information to its staff and contractors and, where reasonably necessary to provide the Equipment/Services, to logistics providers, service partners, and the manufacturer or technical support providers.

22.3 **Access to policy**

The Customer can request a copy of the Privacy Policy and any applicable collection notice(s) at any time.

23. Force Majeure

23.1 The Supplier is not liable for failure or delay to the extent caused by events beyond its reasonable control (including supply chain disruption, strikes, natural disasters, or government actions). This does not limit ACL rights.

23.2 If a force majeure event persists for more than 30 days and materially affects the performance of a specific transaction, either party may terminate the affected transaction by providing written notice, without liability for the termination (except for amounts already due and payable, and work already performed), in accordance with ACL.

24. Termination and Suspension

24.1 The Supplier may suspend performance where the Customer is in material breach and the breach is not remedied within a reasonable time after written notice, subject to ACL.

24.2 Termination of Rental (including return/recovery) is governed by the Rental Agreement.

25. Liability

25.1 To the extent permitted by law and subject to ACL non-excludable rights, the

Supplier is not liable for indirect or consequential loss.

25.2 Nothing limits liability that cannot be limited under the ACL.

26. Notices and Communications

26.1 Notices and key confirmations must be in writing. Email is sufficient unless the law requires otherwise.

27. Dispute Resolution

27.1 The parties will first attempt to resolve disputes in good faith through written notice and reasonable discussions.

27.2 If not resolved, either party may pursue rights/remedies available under law, including ACL remedies where applicable.

28. Governing Law

28.1 These Terms are governed by the laws of New South Wales, Australia.