

Australia and New Zealand – Metagenics Terms of Purchase – Patient Orders

A. General

1. These terms and conditions apply to every sale or supply made by Metagenics (Aust) Pty Ltd or Metagenics (NZ) Pty Ltd (**Metagenics Us/We**) to You where you are a patient of a Healthcare Practitioner and you have been recommended, by your treating Healthcare Practitioner to purchase products from Metagenics. These Terms of Purchase are in addition to our Privacy Policy, which can be found on our website (together referred to as the **Terms**) and form an agreement between You and Metagenics.
2. An account with Metagenics to purchase Products, may be opened by You only if authorised by your treating Healthcare Practitioner.
3. For the purposes of these Terms, **Practitioner** means a health professional with appropriate qualifications as approved in writing by Metagenics.
4. By purchasing Products from Us, you signify that you agree to these Terms.

B. Supply of Products – Practitioner Only Products

5. You acknowledge that you have been invited to register for an account with Metagenics on the recommendation, and under the supervision of your treating Practitioner.
6. You warrant to Metagenics that You have consented for Your Practitioner to provide Your personal information (including information about Your health) to Metagenics for the purposes of Metagenics supplying products to You, as prescribed by Your Practitioner. To the extent permitted by law, You hereby release Metagenics from all claims arising from, or in connection with the collection, use and storage of Your personal information provided for the purposes stated in these terms and conditions. You expressly acknowledge that you have read, understood and consent to the collection and use of your personal information (including information about Your health) as set out in the Privacy Policy.
7. You acknowledge and agree that You may only purchase products from Metagenics which have been prescribed by Your Practitioner, and that Metagenics will not receive requests or orders for Metagenics products outside of the prescription endorsed by Your treating Practitioner. If You require additional products or changes to be made to Your prescription, You should speak directly to Your treating Practitioner.
8. Metagenics will not be liable to You for any loss, damage or harm suffered by You as a result of errors by You or Your treating Practitioner in:
 - a) the collection or submission of Your information to Metagenics; or
 - b) any prescription, proof of prescription or other authorisation submitted to Metagenics.
9. You acknowledge that the products purchased from Metagenics are for personal use only and You will not sell, resell or supply any of the products that are purchased from Metagenics to any other person.
10. For the purposes of this Section B, a Prescription must include:
 - a) Practitioner's name, clinic details and association number;
 - b) Patient name and date of birth;
 - c) Date of Consultation;
 - d) Products to be dispensed, dosage, duration and number of repeats (if required).

C. Payment

11. You acknowledge that cash payment must be received in full within 5 business days of Your order being placed and We will only dispatch Your order once it has received full payment in cleared funds. If payment has not been received by Us within 5 business days, orders will be cancelled.

D. Ordering and Dispatch

12. The Metagenics ordering department is open to receive orders for Products between 8:00 a.m. and 5:00 p.m. Monday to Friday QLD time, and for New Zealand, 8.00 am to 5.00 pm Monday to Friday, Auckland time.
13. Every reasonable effort will be made to dispatch Your order on the day that cleared payment funds are received by Us where the funds are received prior to 2:00 p.m. Where cleared funds pertaining to an order are received after 2:00 p.m., Your order will be dispatched the following business day.
14. If We do not accept or are unable to fulfil an order, You will be notified of this as soon as reasonably possible.

E. Credits and Returns

15. Credit will not be provided in respect of returned Products unless:
- the Products were:
 - supplied in error; or
 - damaged in transit; and
 - a request for credit is lodged with Us within 24 hours of Your receipt of the Products; and
 - the Products are returned in accordance with Our instructions within 7 days from the date they were originally dispatched by Us to You, accompanied by an approved Return Authority Number and signed return assessment form issued by Us.

F. Warranties and Acknowledgements

16. By ordering Products from Metagenics, including by using the Metagenics website to purchase Products, and/or by continuing to transact with Us, You warrant that You have read and understood these terms and conditions, and the Privacy Policy and You will comply with all of these terms and conditions.
17. Products displayed on Our order form may not be available or be exactly as described. Metagenics will use its best endeavours to ensure that Product details, descriptions, images and prices appearing on its order form are correct at the time the relevant information was included in the order form. However, to the extent permitted by law, Metagenics does not warrant that the Product descriptions, colours or other Product information available on the order form are accurate, complete, reliable, current, or error-free.
18. Legislation, including the *Competition and Consumer Act 2010* (Cth), may imply certain warranties and conditions, where the exclusion of such conditions or warranties from an agreement would contravene a statute or cause part or all of the agreement to be void (**Non-excludable Conditions**). Nothing in these terms and conditions excludes any such Non-excludable Conditions.
19. Unless specified otherwise, and to the extent permitted by law, We make no express or implied warranties or representations to You and expressly excludes all warranties, representations, conditions, terms and guarantees implied by statute, general law, international convention or custom, including, without limitation, any and all implied warranties with respect to acceptable quality, fitness for purpose, title and non-infringement.

G. Termination of Supply

20. We reserve the right in our absolute discretion to suspend or cancel Your account at any time.

I. Limitation of Liability

21. To the extent permitted by law:
- Metagenics' liability for breach of any Non-excludable Condition will be limited at Metagenics' option to the supply of the product again or payment of the cost of supplying the product again.
 - In any event, Metagenics liability to You for any loss or damage shall not exceed the total amount Metagenics actually received from You for the product which gave rise to the loss or damage.
 - Metagenics will not be liable in any event for any consequential, indirect, incidental, special, punitive or exemplary damages, or any loss of profits or loss or corruption of data, damage to a computer system, loss of anticipated savings, loss of goodwill or economic loss, even if Metagenics has been advised of the possibility of such loss or damage

J. Variations

22. We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our website. We recommend you check our Site regularly to ensure you are aware of our current terms.

K. General

23. These Terms shall be construed in accordance with and be governed by the laws applicable in the State of Queensland.

Last Reviewed: August 2020