

Therapy Partnership Program Agreement

This Agreement (**Agreement**) sets out the terms and conditions between Air Liquide Healthcare Pty Ltd (collectively **Air Liquide Healthcare, we, us, our**) and the Customer (**You**), being the person named in the Direct Debit Request Form.

This Agreement applies to any equipment provided to you by Air Liquide Healthcare and any equipment described in the Therapy Partnership Program Fees tables on page 2. All equipment is supplied in accordance with this agreement and the Air Liquide Supply Terms available at www.airliquidehealthcare.com.au/terms-conditions. In the event of any conflict between this Agreement and the Supply Terms, the terms of this Agreement and attachments will prevail.

1. Therapy Partnership Program

- (a) If the Therapy Partnership Program Daily Fees table on page 2 has been completed, you agree to pay us the Daily Fee inserted in that table, which will be charged on a per day basis and invoiced on a weekly basis.
- (b) The Daily Fee will be invoiced every Friday and debited from your nominated account the following Monday.
- (c) If the Therapy Partnership Program Advance Fee table on page 2 has been completed you agree to pay us the Monthly Fee inserted in that table, which will be charged in advance prior to the equipment being released to you. If you do not return the equipment to us at the expiration of the introduction period (after one month) you will be charged pro rata for each month as follows until the equipment is returned: \$300 per machine and \$100 per mask.
- (d) Clauses 3 (e) to clause 8 are applicable to your Therapy Partnership Program.

2. Equipment purchase

- (a) You may purchase equipment at any time during the Therapy Partnership Program or during the rental term.
- (b) We will assign to you the benefit of any warranty that the manufacturer has granted to us to the extent that such warranty is assignable.

3. Equipment rental

- (a) If the Therapy Rental Program table on page 2 has been completed, you agree to pay us the monthly rental and the monthly administration fee specified in that table every month during the term of the rental.
- (b) The Monthly Rental Fee and the Monthly Admin Fee in the Therapy Rental Program table will be invoiced in arrears every month and debited on 20th of each month.
- (c) The minimum rental term for each Therapy Rental Program is the term specified under each relevant Rental Package in the Therapy Rental Program table.
- (d) You may decide to rent the equipment at the end of the Therapy Partnership Program period or rent equipment without having a Therapy Partnership Program period.
- (e) We will rectify any faults or defects in the equipment arising from fair wear and tear, provided you notify us in writing within 72 hours of their occurrence.
- (f) At the end of the term you may enter into a new Therapy Rental Program agreement (the terms of which may differ to this agreement including price).
- (g) We may agree to you continuing to rent the equipment at the expiration of the rental term, for any rentals beyond 12 months we may increase the price by CPI (CPI being the weighted average of the All Groups Price Index Numbers for the eight capital cities of the states and territories of Australia, published from time to time by the Australian Bureau of Statistics, or if that number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia).
- (h) If you fail to return the Equipment when required by this Agreement we will charge you the Monthly Rental until the Equipment is returned.
- (i) If you fail to return the Equipment when required by this Agreement we will charge you the Monthly Rental until the Equipment is returned.

4. Responsibility for payment

You acknowledge that you are solely responsible for payment of any amounts owing to us except to the extent that we receive payment from a government, insurer or other payer agency. While we may provide you with assistance in this matter, you acknowledge that it is your responsibility to qualify for any such coverage.

5. Medical advice

You acknowledge that:

- (a) We have not provided you with any medical advice;
- (b) Any representations made by us are only in relation to the functionality of the equipment, accessories and consumables;

- (c) You have obtained, will continue to obtain and comply with medical advice from a qualified medical practitioner in relation to your use of the equipment, accessories and consumables; and
- (d) You will inform us immediately of any changes made to your prescription by your physician.

6. Instructions and safety

You acknowledge that we have explained and provided you with (and you have read and understood) comprehensive instructions in respect of the safety, maintenance, possession and use of the equipment, accessories and consumables, including (without limitation) written and verbal instructions regarding your therapy, safe use of the equipment and our services. You agree that you will:

- (a) only use the equipment, accessories and consumables strictly for their intended purpose and in accordance with those instructions;
- (b) maintain the equipment in accordance with those instructions; and
- (c) immediately advise us of any defect in the equipment, accessories and consumables.

7. Liability and indemnity

- (a) You acknowledge that Air Liquide Healthcare assumes no responsibility or liability for the success, failure or effect of any treatment service prescribed by your treating medical practitioner.
- (b) You release Air Liquide Healthcare against any damage, expense, loss or liability suffered or incurred in respect of your possession or use of the equipment, accessories and consumables, unless and to the extent caused by our negligence.

8. Privacy and Disclosure

- (a) The personal information you provide in this Agreement and which we collect as a result of your entry into this agreement is to assist us to treat you. You acknowledge that Air Liquide Healthcare may review this personal information and send a copy of this information to your treating medical practitioners.
- (b) You have read and agree to our Privacy Policy (which can be viewed at: <https://www.airliquidehealthcare.com.au/privacy-policy>) which contains more information on how we handle your personal information, how you can request to access or correct personal information we hold about you and who to contact if you have a privacy complaint.
- (c) You have read and agreed to our Credit Reporting Policy (which can be viewed at <https://www.airliquidehealthcare.com.au/legal>) which details how we collect, use and disclose your credit related personal information. Air Liquide Healthcare may supply you with medical devices and accessories manufactured by a third party supplier. If supplied with such a device, you authorise Air Liquide Healthcare to collect and disclose your personal information, which includes your health information and data obtained electronically from your device, to the applicable supplier(s) and to your treating medical practitioners. You acknowledge that the suppliers may use and disclose your personal information in accordance with their respective privacy policies which can be found at:

Fisher & Paykel: <http://www.fpinfosmart.eu/terms/privacypolicy>

Philips: <http://www.philips.com.au/privacypolicy>

ResMed: <http://www.resmed.com/au/en/consumer/privacy>

9. Equipment Warranty Disclaimer

All warranties on products supplied by Air Liquide Healthcare are warranties of the manufacturer, and not of Air Liquide Healthcare.

10. Other matters

Any provision of this Agreement that is illegal or unenforceable shall be severed without affecting any other provision. This Agreement is governed by the laws of New South Wales, Australia.