

# Contact Harald

## Contract Terms for the supply of Pixo Products

- 1. Contract Terms**
  - 1.1 These Contract Terms apply to all Contracts and all supplies by VT42 Pty Ltd as the Trustee of VT42 Unit Trust ABN 77 373 551 818 trading as Contact Harald (**Contact Harald, we, us**) of iXensor Co Ltd (**Pixo**) manufactured goods and services (**Pixo Products**) to you the customer (**Customer, you**).
  - 1.2 These Contract Terms do not apply to the supply of Contact Harald products (regardless of whether you are using Pixo Products with Contact Harald products).
  - 1.3 By submitting a signed Contract to us, you agree to be bound to these Contract Terms for the supply of Pixo Products.
- 2. Nature of products**
  - 2.1 Pixo Products (including rapid antigen tests (**RATs**)) are for presumptive screening only.
  - 2.2 Pixo RATs expire 12 months after manufacture. Due to manufacture supply and transport timings, you should be planning for a Pixo RAT lifespan of 7 to 10 months from delivery to you.
  - 2.3 An individual should consult their doctor to discuss their test result and to find out whether additional tests are needed. If an individual has any concerns about their health, experiencing prolonged symptoms, or if symptoms are worsening, the individual should see their doctor. Even if a test result is negative, individuals should continue to observe all applicable hygiene and safety measures. Even with a negative result, the individual may be infectious. If the individual is showing symptoms, they must seek immediate further testing by a polymerase chain reaction (PCR) test.
- 3. Nature of supply**
  - 3.1 By ordering the Pixo Products, you agree to be bound to and comply with:
    - (1) Pixo's Terms of Use found at [https://www.ixensor.com/ixensor\\_web/terms/](https://www.ixensor.com/ixensor_web/terms/);
    - (2) Pixo's Privacy Policy found at [https://www.ixensor.com/ixensor\\_web/privacy/](https://www.ixensor.com/ixensor_web/privacy/); and
    - (3) any TGA or other regulatory requirements or guidelines with respect to the Pixo Products (including those for Pixo Products we refer to at <https://www.contactharald.com/legals/pixo/>).
  - 3.2 Depending on the nature of your product order, Pixo Products may be acquired and used:
    - (1) together with Contact Harald products on an integrated basis; or
    - (2) on a standalone basis (ie. not integrated with Contact Harald products).
- 4. Integrated Pixo and Contact Harald products**
  - 4.1 If you are using Pixo Products integrated with Contact Harald products:
    - (1) you will use the Contact Harald system and QR code;
    - (2) your use of the Contact Harald card, products and software will be subject to separate Contact Harald terms and separate Contact Harald privacy policy;
    - (3) you consent, and you must procure that your users consent, to data flowing between Pixo and Contact Harald, including the QR-code from the Contact Harald card and Pixo test results. This is used for the purposes of: (a) delivering their products to you and your users, and (b) you and your users using such products as intended; and
    - (4) each of Contact Harald and Pixo will keep and use such data in accordance with their relevant privacy policies.
  - 4.2 Contracts we confirm are final. We are unable to give refunds or accept returns or exchanges if you simply change your mind or if you made an incorrect purchase.
  - 4.3 The Customer will be responsible for distributing Pixo Products to its users and keeping the Pixo Products in the environmental conditions and using them as recommended by Pixo.
  - 4.4 The Customer will ensure that the Pixo Products are only used by properly trained users in accordance with Pixo instructions (which may be updated from time to time and which may be communicated by us).
- 5. Standalone Pixo (non-integrated)**
  - 5.1 If you acquire Pixo Products to be used on a standalone basis (ie. not integrated with Contact Harald), then in order to use the Pixo platform and application (**Contact Harald Pixo App** or **CH Pixo App**) with the Pixo Product, each user must download the CH Pixo App from the App Store and in doing so will consent to data (including user personal information) being kept and used by Pixo under their Privacy Policy (such information will include the user's name, email, phone number).
- 6. Fees**
  - 6.1 Prices and fees for Pixo Products are set out in the Contract.
  - 6.2 Subscription Fees:
    - (1) will apply where Pixo Products are integrated with Contact Harald products; and
    - (2) are chargeable quarterly on a "per site" basis at the rate set out in the Contract.
  - 6.3 To cancel the quarterly subscription fee, the Customer must notify us via email (but will be charged up to the end of the current quarter and for previous quarters). The subscription fee cannot be cancelled in the first two quarters.
- 7. Payment Terms**
  - 7.1 Except to the extent the Contract states otherwise, the Customer must pay a 50% deposit payable on the date of the issue of the invoice by us. The balance is payable 30 days after the day of delivery.
  - 7.2 In the event that the Contract or the offer within it is revoked or terminated by you prior to delivery, the deposit shall be forfeited by you and retained by us as a genuine estimate of liquidated damages and costs incurred by us.
- 8. Support**
  - 8.1 For Pixo Products, Contact Harald will only provide first level support, subject to the level of support you have paid for. For further support, the Contact Harald team will refer you to the Pixo Support team.
- 9. Warranties**
  - 9.1 The only conditions, warranties, descriptions, representations or guarantees agreed to by us are those expressly provided by us in writing or referred to in clause 9.2.
  - 9.2 To the maximum extent permitted by law:
    - (1) nothing in these terms excludes, restricts, or modifies any condition, warranty, guarantee or liability which is implied by or which is given by the *Competition and Consumer Act 2010* (Cth), or other applicable laws where to do so is illegal or would render any provision of these terms void; and
    - (2) all warranties, statements, terms and conditions in respect of Pixo Products that we supply are excluded. Where a warranty, statement, term or condition imposed by statute or regulation cannot lawfully be excluded, restricted or modified by us, and we are able to limit your remedy for a breach of such warranty, statement, term or condition, then our liability for a breach of such warranty, statement, term or condition

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- is limited to (at our option) repairing the Pixo Product, resupplying you with a replacement Pixo Product, or paying the cost of replacement Pixo Product.
- 9.3 We will not provide a remedy where the fault in the Pixo Product was caused by:
- (1) misuse, damage or an accident that occurred after delivery;
  - (2) misapplication, misuse or incorrect storage;
  - (3) any unauthorised modification or adaptation (including any hardware or software); or
  - (4) use other than as intended.
- 10. Liability**
- 10.1 Our maximum liability arising out of any claim in respect of the Pixo Products, under these Contract Terms or at law (whether in contract, tort, including negligence, statute or otherwise) shall not exceed the price of the Pixo Products set out in the Contract.
- 10.2 The Customer shall be liable for, and agrees to indemnify and hold harmless us against any liability or cost incurred by us (however arising) as a direct or indirect result of:
- (1) the Customer using or on-supplying a Pixo Product in breach of these Contract Terms;
  - (2) the Customer not having all consents required to upload, download or use data (including personal information) in any part of the software platform or application (whether it is for Pixo Product alone or combined with Contact Harald products) or being in breach of a privacy obligation or law in respect of such.
- 10.3 We are not liable for any claim, damage or loss if:
- (1) the Pixo Product is not used, stored, transported or consumed in accordance with Pixo's Terms of Use, the manufacturer's instructions and guidance, and these Contract Terms;
  - (2) the Pixo Product has been subject to user error, misuse (whether or not wilful), or damage (whether or not accidental); or
  - (3) Pixo holds or uses any of your data or your users' data (including personal information) in breach of its privacy policy or any applicable privacy law.
- 10.4 In no event are we liable for any special, incidental, indirect, exemplary, punitive or consequential loss or damages of any kind (including damages which do not naturally arise).
- 11. GST**
- 11.1 Unless otherwise expressly stated, all amounts payable by the Customer under these Contract Terms exclusive of GST.
- 12. Delivery and risk**
- 12.1 We try to ensure that all goods are delivered in a prompt and timely manner. However, from time to time, it is possible that shipping and other factors outside of our control may result in delays. You agree and acknowledge that given the nature of the goods and their manufacture, the delivery of the goods may be subject to delays and we will not be liable to you for any delay in the delivery of the goods.
- 12.2 We do not accept any liability for loss or damage suffered by anyone as a result of any such delays or any matters outside of our control.
- 12.3 The dispatch of goods will be dependant on the arrival of incoming stock. Once known, Contact Harald will notify you soon after regarding when your goods will be dispatched.
- 12.4 Risk of any loss, damage or deterioration of or to the Pixo Product passes to the Customer on delivery.
- 12.5 For the avoidance of doubt, we will not be liable for Goods that have not been stored or maintained in a proper manner following delivery.
- 13. Delay and force majeure**
- 13.1 We will not be liable for any delay or failure in the performance of any obligation or the exercise of any right under a Contract, these Contract Terms or for any loss or damage (including indirect or consequential loss or damage) if such performance or exercise is prevented or hindered in whole or in part by reason of any event or circumstance which is beyond the reasonable control of the affected party (**Force Majeure Event**). Nothing contained in this clause will excuse payment of any money due or which becomes due under a Contract.
- 13.2 The rights and obligations of a party that is affected by a Force Majeure Event will be suspended for the duration of the Force Majeure Event, and the party claiming to be affected by the Force Majeure Event will give immediate notice to the other party containing full particulars of the Force Majeure Event. The party giving notice under this clause will take all reasonable steps to mitigate the effects of the Force Majeure Event.
- 13.3 If the Force Majeure Event prevents or hinders performance of a Contract for a continuous period of 180 days either party may, on not less than 14 days prior written notice to the other party, terminate that Contract.
- 14. General**
- 14.1 The Contract and these Contract Terms constitute the entire agreement between the parties with respect to the provision of the supply of Pixo Products by us and supersedes all previous agreements or understandings, representations, warranties and conditions not expressly stated herein.
- 14.2 The Contract and these Contract Terms are governed by the laws of and is subject to the non-exclusive jurisdiction of Victoria.