Dexcom G6 All-Rounder Subscription Form

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Note: All fields below are required. Date: **Dexcom Subscription Details** Please note: If you are using your smart device as your display device, please check that your smart device is compatible with the Dexcom G6 app prior to purchase. For a full list of compatible smart devices, visit dexcom.com/dexcom-international-compatibility. Shipped quarterly for 12 months, you will receive: Save \$1600 annually 1x Dexcom G6 Transmitter (3-month life) 3x Dexcom G6 Sensor Pack (30-day life per pack) Throughout your subscription, you will receive a total of 4x Dexcom G6 Transmitters and 36x Dexcom G6 Sensors. **Customer Details Customer Full Name:** Address: Street Address: Suburb: Date of Birth: Phone: Email: State: Postcode: I agree to the terms and conditions on this Dexcom order form and accept the warranty information regarding each product purchased. I agree that, before I use the product, I will review all the training material provided. If I need further training, I will contact my healthcare professional or AMSL Diabetes. I agree that I will make a follow up appointment with my healthcare professional. **Customer Signature: Hospital/Clinic Contact Details** Healthcare Professional Name: Clinic Address: Street Address: Suburb: Hospital/Clinic Name: Phone: Email: State: Postcode: **Dexcom Start Date:** AMSL Diabetes Representative Name: **Delivery Address (no PO Box)** Home Address Clinic Address (I have informed my clinic and HCP that my first subscription order only is being sent here) Other (please specify): Payment Information You will be charged a bond of \$400, additional to automatic monthly payments of \$330 for the full year of subscription. Your bond will be returned at the end of the 12 month period. CVC: Total (\$): Card No: Cardholder Name: Expiry:

Payment information must be completed prior to submitting order form or the order cannot be processed. Amex cards will incur a 1.25% surcharge.

I agree to be charged \$330 monthly for the full year of subscription and a one-off bond of \$400

Please email completed form to diabetes@amsl.com.au

For more information on Dexcom G6, please contact the AMSL Diabetes Customer Care Team on 1300 851 056 or at diabetes@amsl.com.au.











Terms & Conditions

- 1.Definitions
 1.1 "AMSL" means Australasian Medical and Scientific Ltd ABN 28 051 991 372, its successors and assigns or any person

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1.1 "AMSL" means Australasian Medical and Scientific Ltd ABN 28 051 991 372, its successors and assigns or any person acting on behalf of and with the authority of AMSL.

1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

1.3 "Goods" means the Dexcom G6 supplied by AMSL to the Customer.

1.4 "Payment Due Date" means date of processing of the product order by AMSL and every thirty (30) days thereafter.

1.5 "Subscription Fee" means the monthly payment of \$330.00.

1.6 "Subscription Dete" means the date from which a subscription for the Good is dispatched by AMSL, which will be stated on the product order.

1.7 "Subscription Deposit" means the amount of \$400.00.

1.8 "Subscription Period" means a 12-month period commencing from the Subscription Date.

1.9 "Terms" means these terms and conditions.

2.1 These terms and conditions apply to any order for Goods placed by a Customer.

2.2 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for the Goods.

2.3 These terms and conditions may only be amended with AMSL's consent in writing and prevail to the extent of any inconsistency with any other document or agreement between the Customer and AMSL.

2.4 The Customer acknowledges and accepts that AMSL at its discretion, reserves the right not to supply Goods if, for any reason (including but not limited to, where the Goods are not or cease to be available, account disputes or conditions placed on AMSL by its suppliers). AMSL will not be liable to the Customer for any loss or damage the Customers suffers due to AMSL exercising its rights under this clause.

2.5 Where there is more than one Customer that has entered into the Terms and Conditions, the Customers are jointly and severally liable for all payments.

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3. Subscription Deposit

3.1 Prior to the commencement of the Subscription Period, the Customer must pay the Subscription Deposit which will be held by AMSL until the earlier of the following events occurring

held by AMSL until the earlier of the following events occurring:
(a)the expiry of the Subscription Period, or
(b)the Customer cancelling the Subscription during the Subscription Period; or
(c)AMSL (or the third-party gateway) unsuccessfully charging the nominated credit or debit card for the Subscription Fee, for
the relevant month in accordance with clause 4.1;
i.on the Payment Due Date, and if unsuccessful;
iii.seven (7) days from the Payment Due Date, and if again unsuccessful;
iii.fourteen (14) days from the Payment Due Date, and if again unsuccessful;
iii.fourteen (14) days from the Payment Due Date, and if again unsuccessful;
iii.fourteen (14) days from the Payment Due Date, and if again unsuccessful;
iii.fourteen (14) days from the date in clause 3.1(a); or
(b)AMSL within fourteen days (14) days from the date in clause 3.1(b).
(c)AMSL within fourteen days (14) days from the date in clause 3.1(c).
4.Subscription Fee
4.1 The Customer agrees to pay the Subscription Fee on the Payment Due Date monthly in advance for each monthly period.

- period.
 4.2 The Customer agrees that the Subscription Fee is non-refundable.
 4.3 Unless otherwise agreed in writing, AMSL will not Deliver any Goods ordered by the Customer until such time as AMSL receives payment of the Subscription Fee and Subscription Deposit.
 5.Payment Methods
- 5.1 The Customer agrees that the payment of the Subscription Fee and Subscription Deposit is to be paid by Electronic Funds Transfer (EFT) or a credit card processed online using a secure third-party gateway as nominated by the Custom in the order form
- In the order form.

 5.2 AMSL may use one or more third party payment gateways to facilitate secure online payment transactions. Payments made through such payment gateways are subject to the terms and conditions and privacy policy of the relevant third-party providers. Unless the Customer expressly consents otherwise, AMSL does not have access to any personal information
- made inrough such payment glateway are subject to the terms and conditions and privacy policy of the relevant intro-party providers. Unless the Customer expressly consents otherwise, AMSL does not have access to any personal information provided to such third-party payment glateway providers, other than information that is required in order to process the Goods to the Customer (e.g. name, email address and billing address).

 5.3 AMSL's third party payment glateway and website hosting providers employ secure technology for transactions with Customers, atthough AMSL accepts no responsibility for any damages, including consequential losses (whether direct or indirect), that may be suffered by a Customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than AMSL.

 5.4 if the Customer elects to pay the Subscription Fee and Subscription Deposit by direct deposit using EFT, AMSL will send an email containing instructions for making the payment or provide such information for making the payment.

 6.1 The Terms commence from the Subscription Date and terminate at the earlier of:

 (a)the expiry of the Subscription Period; or

 (b)the Customer cancelling the Subscription during the Subscription Period; or

 (c)satisfaction of clause 3.1(c).

 7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that AMSL (or AMSL's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

 7.2 At AMSL's sole discretion the cost of delivery of Goods may be either included in the Subscription Fee being Ex Works (pickup from AMSL's premises) or be in addition to the Subscription Fee

 7.3 The Customer must take delivery by receipt or collection of the Goods as arranged then AMSL will be entitled to charge a reasonable fee for redelivery and/or storage.

- the event that the Customer is unable to take delivery of the Goods as arranged then AMSL will be entitled to charge a reasonable fee for redelivery and/or storage.

 7.4 AMSL may deliver the Goods in separate instalments. Each separate instalment must be invoiced and paid in accordance with the provisions in these terms and conditions.

 7.5 AMSL will take all reasonable endeavours to ship any ordered Goods within 2 business days of receipt of payment; however this time is an estimate only. AMSL will only deliver Goods between 9am and 5pm on a business day. The Customer must still accept delivery of the Goods even if late and AMSL will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

 7.6 The fallure of AMSL to deliver does not entitle either party to treat this contract as repudiated.

 7.7 Backorders will be shipped as soon as they are available.

- 8.Risk
 8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer is responsible for insuring the Goods on or before Delivery.
 8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, AMSL is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AMSL is sufficient evidence of AMSL's rights to receive the insurance proceeds without the need for any person dealing with AMSL to make further enquiries.
 8.3 If the Customer requests AMSL to leave Goods outside AMSL's premises for collection or to deliver the Goods to an unattended location then such Goods must be left at the Customer's sole risk.

- 9.Title
 9.1 AIMSL and the Customer agree that ownership of the Goods must not pass until the Customer has paid AMSL all amounts owing to AMSL.
 9.2 Receipt by AMSL of any form of payment other than cash will not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 9.3 It is further agreed that:
 (a)until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is only abailee of

(a)until ownership of the Goods passes to the Customer in accordance with clause 9.1 that the Customer is only abailee of the Goods and must return the Goods to AMSL on request.

(b)the Customer holds the benefit of the Customer's insurance of the Goods on trust for AMSL and must pay to AMSL the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c)the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinarycourse of business and for market value. If the Customer sells, disposes or parts with possession of the Goodsthen the Customer nust hold the proceeds of any such act on trust for AMSL and must pay or deliver the proceeds AMSL within 2 business

and the Customer should not convert or process the Goods or intermix them with other goods but if the Customerdoes so then the Customer holds the resulting product on trust for the benefit of AMSL must sell, dispose of orreturn the resulting product to AMSL as AMSL directs.

(e) Until ownership of the Goods passes to the Customer the Customer irrevocably authorises AMSL enter anypremises where AMSL believes the Goods are kept and recover possession of the Goods. When the Goods are kept and recover possession of the Goods of the Goods are kept and recover possession of the Goods in transitwhether or ot delivery has occurred.

(g) the Customer must not charge or grant an encumbrance over the Goods nor grant nor otherwise give away anyinterest in the Goods while they remain the property of AMSL.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 Cth (CCA)

10.1 The Goods come with guarantees that cannot be excluded under Australian Consumer Law (Non-Excluded Guarantees) and AMSL acknowledges that nothing in these Terms purports to exclude the Non-Excluded Guarantees.

10.2 The Customer is entitled to a replacement or refund for any major failure and compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

10.3 AMSL acknowledges that nothing in these Terms purports to modify or exclude the Non-Excluded Guarantees.

10.4 Subject to the CCA, AMSL must not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

(a) the Customer failing to properly maintain or store any Goods;

(a)the Customer failing to properly maintain or store any Goods; (b)the Customer using the Goods for any purpose other than that for which they were designed;

(c)the Customer continuing the use of any Goods after any defect became apparent or should have become apparent or a reasonably prudent operator or user; (d)the Customer failing to follow any instructions or guidelines provided by AMSL; (e)fair wear and tear, any accident, or act of God.

10.5 AMSL may in its absolute discretion accept non-defective Goods for return in which case AMSL may require the No.3 Amount may find associate discretion acceptance Quodes for feature associate of the Customer topay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight of 11.Default and Consequences of Default 11.1 of the Customer owes AMSL any money the Customer must indemnify AMSL from and against all costs and

11.1 If the Customer owes AMSL any money the Customer must indemnify AMSL from and against all costs and disbursements incurred by AMSL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, AMSL's collection agency costs, and bank dishonour fees).

11.2 Without prejudice to any other remedies AMSL may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions AMSL may suspend or terminate the supply of Goods to the Customer. AMSL will not be liable to the Customer for any loss or damage the Customer suffers because AMSL has exercised its rights under this clause.

11.3 Without prejudice to AMSL's other remedies at law AMSL must be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to AMSL must, whether or not due for payment, become immediately payable if:

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(a) any money payable to AMSL by a Customer becomes overdue, or in AMSL 's opinion the Customer will be unableto make a payment when it falls due;

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customeror any asset of the Customer.

11. Default and Consequences of Default

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13. General

13. 1 The failure by AMSL to enforce any provision of these terms and conditions must not be treated as a waiver of
that provision, nor must it affect AMSL's right to subsequently enforce that provision. If any provision of these terms and
conditions must be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining
provisions must not be affected, prejudiced or impaired.

13.2 These terms and conditions and any contract to which they apply must be governed by the laws of the state of New
South Wales, Australia, and are subject to the jurisdiction of the Court of New South Wales, Australia.

13.3 Subject to any warranty as detailed in clause 10 AMSL must be under no liability whatsoever to the Customer for any
indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach
by AMSL of these terms and conditions.

13.4 AMSL may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

13.5 The Customer agrees that AMSL may amend these terms and conditions at any time. If AMSL makes a change to
these terms and conditions, then that change will take effect from the date on which AMSL notifies the Customer of such
change. The Customer will be taken to have accepted such changes if the Customer makes a further request for such
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provide Goods to the Customer.

13.6 Neither party must be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, Thought the party miss to liable to any action of every any action of either party.

13.7 The Customer warrants that it has the power to these terms and conditions and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that these terms and conditions create binding and valid legal

obligations on it.
Schedule 1: Shipping Schedule

Month	Product	Monthly Payment
1	1x Dexcom G6 Transmitter & 3x Dexcom G6 3-pack	\$330
2	No Product	\$330
3	No Product	\$330
4	1x Dexcom G6 Transmitter & 3x Dexcom G6 3-pack	\$330
5	No Product	\$330
6	No Product	\$330
7	1x Dexcom G6 Transmitter & 3x Dexcom G6 3-pack	\$330
8	No Product	\$330
9	No Product	\$330
10	1x Dexcom G6 Transmitter & 3x Dexcom G6 3-pack	\$330
11	No Product	\$330
12	No Product	\$330

Schedule 2: Contract Termination

Month	Early Termination Fee	Cost of Received Unpaid Product
1	\$400	\$660
2	\$400	\$330
3	\$400	\$0
4	\$400	\$660
5	\$400	\$330
6	\$400	\$0
7	\$400	\$660
8	\$400	\$330
9	\$400	\$0
10	\$400	\$660
11	\$400	\$330
12	\$0	\$0

For more information on Dexcom G6, please contact the AMSL Diabetes Customer Care Team on 1300 851 056 or at diabetes@amsl.com.au.

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