

Vaccine Offering Terms & Conditions

By submitting your order on this Vaccine Offering (this **Offering**) on the APOaccess Portal (**APOaccess**), you agree to the following terms and conditions with Apotex Pty Ltd (ABN 52 096 916 148) and Arrotex Pharmaceuticals Pty Ltd (ABN 30 605 552 234), (together **Arrotex**):

1. Where You elect to upgrade your membership and pay the \$300 subscription fee, You acknowledge and agree that You are subscribing for a 12 month subscription to be a Premium Member of the APOaccess Portal. Once the subscription fee has been processed, Members of the APOaccess Portal will for the duration of their subscription immediately receive comparatively better pricing for vaccines on the APOaccess Portal for certain vaccines as displayed on the APOaccess Portal than standard members of the APOaccess Portal. If you do not renew your subscription, after the 12-month subscription period, you will automatically revert to being a standard Member (subject to the APOaccess Terms of Service – see below). Premium Membership subscriptions will not be refunded in full or in part for any reason.
2. You acknowledge that the specific pricing (including for Premium Members), may vary from time to time and there is no guarantee of that pricing being maintained.
3. You acknowledge that the goods the subject of this Offering (**Products**) are offered to you by a 3rd Party Provider, namely EBOS Group Australia Pty Ltd ACN 125 401 247 (**EBOS**) and those Products are provided on the terms and conditions of EBOS as set out [here](#) (**EBOS Terms**) You warrant that you have reviewed the EBOS Terms prior to submitting your order and by submitting your order through this Offering on the APOaccess Portal you warrant that you agree to the EBOS Terms with EBOS.
4. You represent that you are the owner of the pharmacy registered against this account or that you are authorised by the owner of the pharmacy to place this order and agree to these terms and conditions on behalf of the owner of the pharmacy.
5. You acknowledge that incorporated into the pricing set out in this Offering, is a commission that EBOS will pay to Arrotex or its affiliates.
6. The Products available on through this Offering comprise **Flu Vaccines** for the upcoming Flu Season (being 1 March to 30 September) and **Other Vaccines**.
7. You agree to purchase and pay EBOS for the number of units of Flu Vaccines and/or Other Vaccines in accordance with the EBOS Terms.
8. You acknowledge and agree that once submitted, orders for
 - a. Flu Vaccines may not be amended or cancelled; and
 - b. Other Vaccines may be amended or cancelled in accordance with the EBOS Terms,

and no Products may be returned or exchanged due to the cold chain integrity requirements for vaccines.

9. You acknowledge and agree that:
 - a. EBOS is responsible for the supply of the Product to You;
 - b. to the maximum extent permitted by law, you release Arrotex, its Affiliates, officers, employees and agents from any and all claims relating to the Product and the supply of the Product; and
 - c. whilst Flu Vaccines are anticipated to be ready for delivery by the subsequent 31 March for each Flu Season (subject to reasonable delays in manufacturing and/or delivery), such delivery date is only an estimate, is subject to change, and Arrotex does not represent or warrant that EBOS will be able to deliver the Flu Vaccines by such date nor that the Other Vaccines will be delivered on the date anticipated. In the event that a delay arises and the

estimated shipment and/or release of the Product is not met, Arrotex is not liable for any losses incurred by You as a result of such delay.

10. You acknowledge and agree Your use of this Offering and APOaccess is subject to the APOaccess [Terms of Service](#) and these Terms and Conditions, and (for the avoidance of doubt as set out above) your purchase of Products through this APOaccess Portal subject to the EBOS Terms.
11. The provisions of the APOaccess Terms of Service under the heading “Miscellaneous” apply to these Terms and Condition as through each reference to “Terms of Service” were to these Terms and Conditions.: