|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **REQUEST FOR CARDIOVASCULAR, MUSCULOSKELETAL OR SKIN TISSUE FOR TRANSPLANTATION** | | | | | | | |
| **Please fax or email requests at least 3 working days before operating time to:** | | | | | | | |
| **FAX:** 03 9686 0101 | | | | **EMAIL:** [dtbv.tissue.request@vifm.org](mailto:dtbv.tissue.request@vifm.org?subject=Request%20for%20Cardiothoracic,%20Skeletal%20or%20Skin%20Tissue%20for%20Transplantation) | | | |
| *Alternatively please confirm availability by phone prior to sending order.* | | | | | | | |
| **Purchase/Order number**: | |  | | | | | |
| *Please note, tissue will not normally be dispatched without a purchase order number.* | | | | | | | |
| **Type of Graft Required:** | |  | | | | | |
| **Special Requirements: (e.g. Size, non-irradiated)** | |  | | | | | |
| **If this graft is unavailable, a second preference:** | |  | | | | | |
| **Contact Person:** | |  | | | | **Phone Number:** |  |
| **Return Fax Number or email for confirmation of request:** | | | | |  | | |
| **Name and Address for Delivery:** | | |  | | | | |
| **Date and Time of Operation:** | | |  | | | | |
| **Date and Time of Delivery of Graft:** | | |  | | | | |
| **Name of Surgeon:** | | |  | | | | |
| **Name of Patient:** |  | | | | | **UR Number :** |  |
| **Person Authorised to Requisition Goods** | | | | | | | |
| **Authorisation Name:** |  | | | | | **Position:** |  |
| **Signature (if faxed):** |  | | | | | | |

**PLEASE NOTE**: **You will receive a fax or email confirmation within 24hrs. If you do not receive this confirmation within 24hrs please contact the DTBV on Ph: 03 9684 4451.**

Below for DTBV Office Use Only:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Comments:** |  | | | |
|  | | | |
|  | | | |
|  | | | |
| **Graft Confirmed** | | | | |
| **Graft Type:** |  | | **ID:** |  |
| **Cost: $** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_+10% GST | | **Billing Code:** |  |
| **Estimated Freight Charges: $** | | *(nb non-urgent delivery/freight within Victoria included in cost)* | | |
| **Sig:** |  | | **Date:** | / / |

Confirmation Notice Terms and Conditions

1. APPLICATION OF TERMS AND CONDITIONS

These terms and conditions apply to the supply of the Product described in this Confirmation Notice. These terms and conditions apply to all supplies of Products by the Supplier to the exclusion of all other terms and notwithstanding any contrary terms provided by a Customer. These terms and conditions may only be displaced by a written agreement that the Supplier has specifically executed and which specifically provides that these terms and conditions are excluded.

1. FEES
   1. The Customer agrees to pay the Product Fees for the supply of the Product by the Supplier.
   2. The Supplier may, at its sole discretion, waive or reduce any Product Fees for the Customer.
2. DELIVERY
   1. The Supplier will deliver the Products in accordance with the Supplier’s Conditions of Supply.
   2. The Supplier will use reasonable endeavours to deliver the Products by the time set out in this Confirmation Notice or any other time nominated by the Customer in writing, however, the Supplier will not be liable for any loss caused by any delay in the delivery of the Product.
   3. The Supplier must deliver the Products to the location specified in this Confirmation Notice or any other location nominated by the Customer in writing (and Products are deemed to have been delivered to the Customer where the Product is delivered to such location).
3. USE OF PRODUCT
   1. The Customer must only use the Product and ensure that the Product is only used for:
      1. tissue restoration or repair in the medical treatment of human patients and for no other purpose; and
      2. the intended purpose as recorded on the Australian Register of Therapeutic Goods.
   2. The Customer must comply with all applicable laws in relation to the use of the Product.
   3. The Customer must take all steps necessary to ensure the traceability of Patients who receive the Product, including promptly returning the completed Allograft Utilisation Record to the Supplier after any Product is used or disposed by the Customer.
4. RETURN, REPLACEMENT OR DISPOSAL OF PRODUCT
   1. Once a Product is delivered to the Customer’s premises, the Customer may only return the Product, request for a replacement Product and/or dispose of a Product, in accordance with the Supplier’s Conditions of Supply, except as agreed between the parties.
5. RISK AND TITLE
   1. The risk of any loss, damage or destruction of the Product passes to the Customer from the time that the Product is delivered to the Customer’s premises.
   2. Title to the Product passes to the Customer from the earlier of the time the Product is used as part of a medical procedure or the Supplier receives payment of the Product Fees in full.
6. INTELLECTUAL PROPERTY RIGHTS

All present and future intellectual property rights relating to the Product belong to and remain with the Supplier and the Customer acquires no rights in the same under this Confirmation Notice.

1. SUPPLIER’S COMPLIANCE OBLIGATIONS

The Supplier agrees to:

* 1. maintain its licence to manufacture the Products and comply with the applicable framework for the regulation of biological products;
  2. comply with all relevant laws with respect to the supply of the Products;
  3. dispatch the Products to the Customer in accordance with the Supplier’s Conditions of Supply; and
  4. provide the Customer with product information packs (if any) regarding the Products for the purposes of enabling patients to provide their informed consent to receipt of the Product.

1. LIABILITY
   1. The Supplier warrants to the Customer that the Products supplied under this Confirmation Notice are:
      1. reasonably fit for their intended purpose as recorded on the Australian Register of Therapeutic Goods;
      2. free from defects; and
      3. in good working order and condition.
   2. To the maximum extent permitted by law:
      1. the Supplier’s liability to the Customer for the supply of the Product is limited to a replacement of the Product or supply of an alternative Product, if available;
      2. the Supplier will not be liable to the Customer, Patient or other third party for any special, indirect or consequential loss, loss or reduction of goodwill or damage to reputation;
      3. the Customer may not make a claim against the Supplier under this Confirmation Notice to the extent that the Customer fails to reasonably mitigate their loss in respect of the claim;
      4. any amount claimed by the Customer under this Confirmation Notice must be reduced proportionally to the extent any loss or damage is caused, or contributed to, by the acts, omissions or negligence of the Customer or its representatives; and
      5. the Supplier's maximum aggregate liability to the Customer arising under or in relation to this Confirmation Notice is limited to $10,000,000.
2. FORCE MAJEURE

If the supply or delivery of the Product by the Supplier is delayed due to a force majeure event:

* 1. this Confirmation Notice will remain in effect, including for any Products that have not yet been supplied to the Customer; and
  2. the Supplier will not be in default of its obligations under this Confirmation Notice or liable for any loss incurred or suffered by the Customer as a result any failure to supply or deliver the Product.

1. CONFIDENTIALITY AND PRIVACY
   1. Each party must only use any confidential information received from the other party to the extent necessary to perform its obligations under this Confirmation Notice.
   2. Each party must also comply with all applicable privacy laws, including with respect to personal (including health) information about Patients.
2. ASSIGNMENT
   1. The Customer must not assign any of its rights under this Confirmation Notice without the prior written consent of the Supplier.
   2. The Supplier may assign any of its rights under this Confirmation Notice without the Customer’s prior written consent.
3. VARIATION

A variation of any term of this Confirmation Notice must be in writing and signed by all parties.

1. DISPUTES
   1. If any dispute arises between the parties under this Confirmation Notice, each party must promptly commence good faith discussions to attempt to resolve the dispute without initiating formal proceedings.
   2. No party may commence formal proceedings until at least 15 Business Days after the parties commence discussions.
2. GOVERNING LAW

This Confirmation Notice will be governed by the laws of Victoria.

1. DEFINITIONS

**Allograft Utilisation Record** means an allograft utilisation record, in the form required by the Supplier from time to time, setting out details of any use or disposal of the Product after any Product is used or disposed.

**Business Day** means a day on which banks are open for general banking business in Melbourne, Australia, excluding Saturdays, Sundays or public holidays.

**Confirmation Notice** means this confirmation notice issued by the Supplier to the Customer to confirm acceptance of the Request Form.

**Patient** means a patient of the Customer’s medical facilities who will receive the Product through transplantation surgery.

**Product** means DTBV branded human tissue allografts for transplantation by surgical and clinical staff operating in hospitals, including any Consigned Product.

**Product Fees** means the product fees, including any shipping, handling, return and/or other service fees, payable to the Supplier by the Customer for the supply of the Product as set out in the Supplier’s Conditions of Supply (including the fees listed in [Part B-Human Tissue of the Prostheses List as published by the Australian Government Department of Health] from time to time), or the fees as otherwise agreed between the parties.

**Request Form** means a tissue request form issued by the Customer to the Supplier from time to time to request a Product, in the form required by the Supplier, identifying:

1. the type and quantity of Product required by the Customer;
2. the date and time of delivery required for the Product;
3. contact details for each Patient using the Product; and
4. any other information required by the Supplier.

**Supplier’s Conditions of Supply** means the despatch, shipping, pricing and returns Conditions of Supply of the Supplier made available to the Customer via the Supplier’s website: [link to go here] which may be amended by the Supplier at any time provided that the Supplier provides the Customer with at least 10 Business Days written of any material changes prior to the effective date of any such changes.