

Terms and Conditions of Supply

1. Definitions

- 1.1. **Agreement** means an Order and these Terms and Conditions.
- 1.2. **Researcher** means the person named and described in the Order.
- 1.3. **Order** means an order for the supply of Products by the Researcher in the form required by Assay Matrix Pty Ltd.
- 1.4. **Product** means any product supplied by Assay Matrix Pty Ltd including any information or material supplied with any product.
- 1.5. **Warranty Period** means 30 days from the date of delivery of Product pursuant to an Order.

2. About Products

- 2.1. All Products are supplied for scientific research purposes only and are not intended for human consumption or diagnostic purpose including, but not limited to, use in foods, pharmaceuticals, cosmetics or other goods. Research purposes means in vitro laboratory studies or in vivo use in laboratory organisms only, where laboratory organisms included guinea pigs, hamsters, mice, rabbits, rats, rodents and micro-organisms.
- 2.2. Assay Matrix does not represent or warrant that:
 - 2.2.1. the Products are correct, sufficient or safe for the Researcher's intended use or any particular use; or
 - 2.2.2. the Researcher's use of the Products will not infringe any persons intellectual property rights.
- 2.3. Products are supplied for the Researcher's personal research activities and noncommercial use. Products must not be sold or otherwise re-distributed without Assay Matrix's consent.
- 2.4. On completion of work all materials and their derivatives must be disposed of by methods approved by AQIS in Australia and by the relevant authority in other locations.

3. Quotations & Orders

- 3.1. No quotation or Order is binding upon Assay Matrix until accepted by Assay Matrix by delivery of the Products.
- 3.2. Description of Products is for identification only and does not constitute a sale by description.
- 3.3. Orders are subject to Product availability.
- 3.4. All prices are in Australian dollars and are exclusive of GST. Prices are subject to change without notice.
- 3.5. Orders cannot be cancelled once accepted by Assay Matrix.

4. Shipping and delivery

- 4.1. Any date for delivery is an estimate only and Assay Matrix will not be liable for late delivery.
- 4.2. Unless otherwise agreed in writing, Orders shall be delivered ex warehouse. The Researcher will be responsible for all shipping and freight costs.

5. Title to Products Sold

- 5.1. Unless otherwise specified, the Researcher's right to use the Product is as licensee only in accordance with the licence accompanying the Product.
- 5.2. Products will be at the Researcher's risk from the time of delivery of the Product.

6. Researcher Obligations

- 6.1. The Researcher will, in addition to any other obligations set out in this:
 - 6.1.1. Agreement satisfy itself that the Product is appropriate, adequate and sufficient for the Researcher's individual circumstances and intended use; and

6.1.2. Comply with all applicable laws and regulations in relation to the purchase, import and use of the Products.

6.2. The Researcher's use of the Products is at its own risk and the Researcher indemnifies Assay Matrix for all loss or damage resulting directly or indirectly from use of the Products or any information provided with the Products or any breach of this Agreement.

7. Warranty Period

7.1. Upon delivery the Researcher must inspect the Products to determine:

7.1.1. short supply; or

7.1.2. defective Products or Products that do not conform with the Order, and immediately notify Assay Matrix.

7.2. Subject to clause 7.3 and 7.4, Assay Matrix will, as soon as practicable after notification replace the Product at its sole cost and expense.

7.3. Assay Matrix will have no obligation to replace any Product if:

7.3.1. lost or damaged in transit, or rendered unusable due to delayed delivery by the Courier;.

7.3.2. the failure to conform to the Order is caused by the Researcher providing insufficient or incorrect information in the Order.

7.4. Subject to clause 11, Assay Matrix's liability and obligation to replace any Product ceases upon expiry of the Warranty Period.

8. How to Pay

8.1. Upon delivery of the Products Assay Matrix will provide the Researcher a valid tax invoice for the price set out in the Order.

8.2. Unless otherwise agreed in writing, payment for Products supplied must be made without deduction on delivery of the Products.

9. GST

9.1. If GST is imposed on any taxable supply by a Party in connection with this Agreement and the consideration payable is not expressed to be inclusive of GST, then, subject to a valid tax invoice being issued, the Party liable to pay for the taxable supply must pay on demand an additional amount calculated by multiplying the value of the GST exclusive consideration (without deduction or set off) by the current GST rate.

10. Implied Terms

10.1. Other than as set out in this Agreement, and to the extent permitted by law, all implied and express warranties in respect of the Services are hereby excluded.

11. Liability

11.1. Assay Matrix will only be liable to the Researcher:

11.1.1. where the law implies a term into this Agreement which cannot be excluded and Assay Matrix breaches that term, However, where the breach relates to goods or services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption and where it is fair and reasonable to do so Assay Matrix's liability is limited, at its option, to replacing, repairing or re-supplying the relevant goods or re-supplying the relevant services; and/or

11.1.2. if the claim arises from or in connection with any breach of this Agreement or fraud by Assay Matrix but subject always to clause 11.2 and 11.3.

11.2. Subject to clause 11.1(a), and except to the extent that liability cannot be excluded, Assay Matrix's liability to the Researcher for claims arising out of or in connection with this Agreement whether arising in tort (including negligence), indemnity, strict liability, breach of warranty or statute is limited to the amount paid for the Product in respect of which liability has arisen.

11.3. In no event will Assay Matrix be liable to the Researcher for loss of use, production, profit, revenue, business, contract or substandard products or anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.

11.4. For the purposes of this clause 11, the term Assay Matrix will mean Assay Matrix Pty Ltd, its officers, employees, contractors and agents, whether individually or collectively.

11.5. This clause 11 will survive the expiration or termination of this Agreement.

12. Miscellaneous

- 12.1. Precedence: In the event of any conflict between an Order and these terms and conditions these terms and condition will prevail to the extent of the inconsistency.
- 12.2. Severance: A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.
- 12.3. Sub-contract: Assay Matrix may sub-contract the performance of its obligations under this Agreement to third parties. Assay Matrix will remain responsible for the performance of its obligations under this Agreement despite sub-contracting the performance of any part of it.
- 12.4. Governing law: This Agreement is governed by the laws of Victoria, Australia and each part submits to the exclusive jurisdiction of the courts in that state.