

# GBP£ CONDITIONS OF SALE

These Conditions of Sale ("**Conditions**") apply in respect of all offers to sell, quotations, provision of supporting documentation (including all certificates of origin and analysis) and other commercial transactions for the supply of goods to you ("**Customer**") by GroPep Bioreagents Pty. Ltd. ABN 93 147 032 166 ("**GroPep**").

## 1. Definitions

"**Legitimate Purpose**" means use for research and experimental purposes which do not include ingestion by, injection into, administration or application to human subjects, or animals except in accordance with approved ethical research protocols and all relevant local and international laws, regulations, standards and rules;

"**Order**" means the Customer's order for the Products, which may be placed with GroPep including through GroPep's web site; and

"**Products**" means the products described in the Order and all supporting documentation (including all certificates of origin and analysis).

## 2. Contract

A contract binding on the Customer and GroPep for the supply of the Products ("**Contract**") will come into existence on the date GroPep accepts the Order, and will comprise the Order, GroPep's acceptance of the Order and these Conditions.

## 3. Price

The price of the Products shall be the price appearing on GroPep's then current price list. GroPep reserves the right, by notice to the Customer at any time before delivery of the Products, to increase the price of the Products to reflect any increase in costs to GroPep due to any factor beyond GroPep's reasonable control.

## 4. Restrictions on Use and On-sale

- The Customer must only use the Products for a Legitimate Purpose.
- The Customer must not on-sell the Products to a third party.

## 5. Obligations

The Customer must:

- upon request, confirm in writing (and provide evidence to the satisfaction of GroPep) that the Customer is using the Products only for a Legitimate Purpose;
- not take any action that would imply or infer that the Products did not originate from GroPep (failure to do so automatically voids all Product warranties);
- not modify any Products or alter, supplement, obscure or remove any label, instruction or packaging on or related to the Products without the prior written approval of GroPep;
- not make any claims regarding the Products other than those described in GroPep approved Product literature, posted on the GroPep website, or approved in advance in writing by GroPep;
- on request provide GroPep with a sample of any flyer, newsletter, catalogue or promotional material used by the Customer that makes any reference to the Products; and
- ensure that the importation (if applicable), purchase and use of the Products by the Customer complies with all applicable laws, including any laws relating to the procurement, use and possession of radioactive materials.

## 6. Advice

Any advice, recommendation, information, assistance or service provided by GroPep in relation to the Products or their use or application is provided in good faith and is believed by GroPep to be appropriate and reliable in the circumstances and context in which it was given. However, any advice, recommendation, information, assistance or service provided by GroPep in relation to any Products is provided without incurring any liability or responsibility on the part of GroPep.

## 7. Warranty and Product Tests

- GroPep warrants that GroPep has tested the Products and that the Products meet GroPep's testing standards. GroPep does not make any other express or implied warranties or other representations in relation to the performance of the Products.
- If the Customer requires the Products to be subject to any additional test or inspection, such test or inspection will be carried out on terms and conditions agreed by the parties, at the Customer's expense and at a place and time convenient to GroPep.
- If the Customer does not attend such test or inspection and has not notified GroPep in writing which test or inspection the Customer desires to have carried out on such Products, GroPep will make such test or inspection in accordance with the terms notified by it to the Customer in writing or as may be decided by GroPep to be appropriate and suitable for such Products and the Customer shall not thereafter question the results of such test or inspection.
- GroPep's liability under the warranty included in this Clause 7 is limited to the replacement of the relevant Products or, at the option of GroPep, to the refund of the price paid by the Customer. In order to receive this remedy, the Customer must, within 30 days of delivery of the Products to it, make a written claim to GroPep setting out the full particulars of the alleged defective Product (including proof of the claimed defect) to enable a proper examination by GroPep. Notwithstanding anything to the contrary in these Conditions, GroPep's liability under this Clause 7 will not extend to special or consequential damages of any kind.

## 8. Delivery and Property

- The Products shall be delivered FOB and shall be at the risk of the Customer upon delivery to the Customer or the Customer's agent or to a carrier commissioned by on or on behalf of the Customer.
- Property in each unit of the Products purchased shall pass to the Customer when full payment of the price and any costs incurred by GroPep have been received by GroPep or, if paid by cheque, when that cheque has been cleared and the proceeds received by GroPep Limited's bank or when the Products are consumed (otherwise than by repacking) or the Products are mixed with or otherwise become part of other products, whichever occurs first (each unit being considered whole).
- Until property in the Products passes to the Customer hereunder the Customer shall unless otherwise agreed by GroPep store the Products so that they are clearly identifiable as the property of GroPep.
- If the Customer fails to make payment then the agreed credit period (if any) GroPep shall be entitled to enter the Customer's premises where the Products are stored, to take possession of the Products, to resell the Products and to recover from the Customer any loss of profit and expenses incurred in doing so.

## 9. Intellectual Property Rights

All right, title and interest in any intellectual property rights in connection with the Products (and all associated materials, images and information) is vested in GroPep. The Customer must not directly or indirectly do anything to interfere or challenge these rights and must give GroPep all reasonable assistance in defending any intellectual property infringement or threatened infringement.

## 10. Liability

- GroPep makes no warranties under these Conditions except those expressly set out in these Conditions.
- GroPep does not exclude or limit the application of any statute where to do so would contravene that statute or cause any part of this clause to be void.
- GroPep excludes:
  - all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void ("**Non Excludable Condition**");

- all liability to the Customer in contract for consequential or indirect damages including, without limitation, lost profits and damages suffered as a result of claims by any third person;
  - all liability to the Customer in connection with the Customer's use of GroPep's intellectual property rights; and
  - all liability to the Customer in negligence for acts or omissions of GroPep and its employees, agents and contractors arising out of and in connection with these Conditions.
- GroPep's liability to the Customer for breach of any express provision of these Conditions or any Non Excludable Condition is limited at GroPep's option to one of supplying, replacing or repairing the goods or supplying again those services in respect of which the breach occurred.
  - On written request by the Customer, GroPep will refund any amount paid by the Customer for the goods in respect of which the breach occurred, rather than the remedy referred to above.
  - The Customer must indemnify GroPep against the full amount of all expenses, losses, damages and costs (on a full indemnity basis and whether incurred by or awarded against GroPep), that GroPep may sustain or incur, including those arising from an action claim or demand brought or made against GroPep by a third party, whether directly or indirectly in connection with any breach of these Conditions by the Customer, the supply of Products to the Customer, the Customer's reliance on or use of the Products and the Customer's use of the Products.

## 11. Force Majeure

Deliveries may be totally or partially suspended by GroPep (without liability) during any period in which GroPep may be prevented or hindered from manufacturing the Products or from delivering by GroPep's normal means of supply or delivery by normal route through any circumstances outside its reasonable control, including but not limited to war, terrorism, strikes, lockouts, raw material shortages, accidents, breakdowns of plant or machinery, power failures, storms, floods, earthquakes or fire. Should GroPep, due to short supply of any material, ingredient or ingredients be unable to supply any Products, it may at its sole and unfettered discretion make available a proportion of the available Products to any of its Customers and will not be regarded as in breach of contract for so doing.

## 12. Future Dealing

Notwithstanding any terms or conditions appearing in documentation provided by or on behalf of a Customer the terms and conditions appearing herein shall be incorporated by implication in all agreements by GroPep to supply the Customer with Products.

## 13. Service

- Any notice required to be given may be given by letter, or facsimile to the address shown in these Conditions of Sale unless some other address has been notified by one party to the other for the service of notices.
- If given in a letter, it shall be deemed to have been given on the day when it would ordinarily have been received in the post and if by facsimile shall be deemed to have been received on the day of transmission or if that be a day when GroPep is not open for business then on the next day after the day of receipt when GroPep is open for business.

GroPep Bioreagents Pty. Ltd.  
P.O. Box 10065  
Adelaide Business Centre,  
SA 5000, AUSTRALIA  
Telephone: +61 8 7222 1051  
e-mail: [info@gropep.com](mailto:info@gropep.com)  
Website: [www.gropep.com](http://www.gropep.com)

## 14. Payment

Payment is required within 30 days of receipt of Invoice and can be by:

- Direct payment to GroPep Bioreagents Account:  
GroPep Bioreagents Pty. Ltd. Account  
**Commonwealth Bank of Australia**  
**Swift Code: CTBAAU25**  
**BBS: 065140**  
**Account Number: 10196068**
- Institutional Credit Card:  
Please supply the:  
Name of the Cardholder  
Card type (VISA, MasterCard, American Express, JCB)  
Card Number, Expiry Date and Card Verification Number (CVN)

**NOTE: Statements are not issued**

## 15. General

- The Contract is the entire agreement between the parties about its subject matter and supersedes all other contracts, arrangements and understandings relating to the supply and delivery of the Products.
- GroPep's acceptance of the Order will override the Order and these Conditions to the extent of any inconsistency. These Conditions will override the Order to the extent of any inconsistency, as well as any terms and conditions presented by the Customer to GroPep (whether with the Order or otherwise), which terms and conditions will be void and unenforceable.
- The Contract must be governed and construed in accordance with the laws applicable in South Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of South Australia.
- If part, or all of any provision of these Conditions is illegal or unenforceable in any jurisdiction, the relevant provision (or part thereof) may be severed from these Conditions in respect of that jurisdiction only, and the remaining provisions of these Conditions continue in force.