

INDEPENDENT LABORATORY SUPPLIES
ABN 69 117 824 727
GENERAL TERMS & CONDITIONS

1. INTERPRETATION

"The Company" or "ILS" shall mean INDEPENDENT LABORATORY SUPPLIES PTY LTD.

"Merchant Products" shall mean any products sold or distributed by the company.

"Services" shall mean any design / concept work, layout drawings, suggested laboratory equipment lists, site visits, laboratory evaluations, and or labour provided for installation or supervision of installation of laboratory equipment and sundries.

2. TERMS

- a) A quote is valid for 30 days from date of quotation unless otherwise stated. A quotation shall not constitute an offer and is subject to confirmation on acceptance of an order. An order placed pursuant to any quotation is not binding on ILS unless and until accepted in writing by ILS.
- b) A purchase order is to be submitted on an official order form by the customer and must display ILS quote number and a full description of goods being ordered. Customer payment terms contained in the purchase order do not override ILS terms contained herein.
- c) Any claims on goods received must be submitted in writing within seven (7) days of receipt of goods.
- d) Retentions, warranties, liquidated damages or other Conditions of Contract will not be accepted by ILS unless nominated in writing and specifically accepted by ILS in writing.

3. PRICES

- a) All prices stated are net ex the Company's premises.
- b) Prices quoted do not include Goods & Services Tax (GST).
- c) All prices are quoted in Australian dollars (AUD) unless otherwise stated.

4. DELIVERY

- a) Prices quoted do not include delivery or freight charges. The company will arrange delivery if requested at the customer's cost.
- b) Where goods are sold "Ex Works (EXW) Landsdale" the customer must organise and pay for cartage and transit insurance.
- c) Delivery will be maintained to the best of the Company's ability but subject always to delays caused by wars, strikes, accidents or any other circumstances beyond the Company's control, in any of which events delivery time will be extended accordingly. No responsibility is accepted for the consequences of any such delays.
- d) The Company's responsibility for delivery ceases once the goods are placed on truck, ship or rail unless otherwise stated.
- e) Where goods are delivered to the customer, delivery is deemed to be affected when goods are made available for unloading from the delivery vehicle.
- f) Deliveries to third parties can be arranged at the customer's request and acceptance by the Company in writing. Deliveries to third parties shall be deemed to be delivery to the customer.

5. TERMS OF PAYMENT

- a) Unless otherwise stated, all prices are net and free from any deduction. Payment shall be made within thirty (30) days from date of invoice, or within thirty (30) days of supply of goods to the customer, **whichever is the earliest**.
- b) Any variation to these payment terms is to be negotiated and agreed in writing between the Company and the customer.
- c) The Company reserves the right to charge interest at the rate of 2.0% per day calculated from the date on which payment was due until payment is received.
- d) Goods remain the property of the Company until paid in full together with any interest, costs and charges.

6. GUARANTEE

- a) The Company guarantees Merchant Products to the extent of the guarantee provided by the manufacturer of such products and no further. All implied warranties and conditions (in so far as the law permits) are hereby negated.

7. REFUND/RETURNS

- a) The Company does not refund monies or give credit for unused and/or unwanted goods.
- b) The Company may, at its sole discretion, accept returned goods in exchange for a credit of price paid for item less twenty-five percent (25%) subject to goods being returned unused, undamaged and in full working condition.

8. INTELLECTUAL PROPERTY RIGHTS

ILS retains all intellectual property rights (present or future) created, or coming into existence as a result of, for the purpose of or in connection with the provision of any Goods and/or **Services** to the client unless prior signed agreement (including without limitation all intellectual property and data).