

Terms and Conditions of Sale

ORDERS - All orders received from customers are subject to acceptance by BioNovus Pty Ltd trading as BioNovus Life Sciences. The contract constituted by acceptance of customer's order is made upon these conditions of sale to the exclusion of any other conditions or representations whether express or implied, oral or written, and contains the entire contract. At all times, BioNovus Pty Ltd reserves the right to accept or reject any order.

PRICES - All prices are subject to change without notice by BioNovus Pty Ltd. All prices do not include GST (Goods and Services Tax), and do not constitute an offer. All charges for GST will be shown as a separate item on tax invoices and adjustment notes. (for additional information please see our Pricing Policy)

PAYMENT - Payment of goods shall be made to BioNovus Pty Ltd's within thirty days from the date of the invoice. Payment can be made by cheque, EFT and by credit card (for additional information please see our Policy on Credit Card Payments) Cheques should be crossed not negotiable and made payable to BioNovus Pty Ltd or BioNovus Life Sciences. Customers should note that failure to adhere to trading terms may result in supply of goods or services being withheld. Payment via Electronic Funds Transfer may be made to our account.

REVISION OF TERMS OF PAYMENT - If BioNovus Pty Ltd at any time considers that conditions do not warrant delivery of the goods on the terms of payment stated herein, BioNovus Pty Ltd may change the terms of payment and/or require payment as a prerequisite of delivery and will notify the customer accordingly.

FORCE MAJEURE - BioNovus Pty Ltd shall not be liable for any failure to perform the contract or supply any material, or for any delay or non-delivery due to strikes, fires, explosion, flood, riot, lockouts, injunction, interruption of transportation, accidents, inability to obtain supplies at reasonable prices, war or apprehension of war, force majeure, governmental action, or any other circumstances beyond the control of BioNovus Pty Ltd.

SHIPMENT - Unless otherwise notified in writing by the customer, BioNovus Pty Ltd will select in its discretion the mode of shipment and route. Each shipment, including split shipments, will be treated as separate orders and all and any additional expenses as a result thereof shall be borne by the customer. All local packing, handling and freight costs will be charged in the invoice. (Please refer to our Freight Charges for further information)

DAMAGED OR DEFECTIVE GOODS - If goods purchased direct from BioNovus Pty Ltd are defective or damaged when received by the customer and as a result are unsuitable for resale, then if the responsibility for such defects or damage lies with BioNovus Pty Ltd, the goods may be returned for credit provided that BioNovus Pty Ltd receives written notification of such defect or damage quoting the packing slip number and date, within three working days after delivery. Where shipment is in accordance with the customer's request then the risk to the goods passes to the customer at the place and time when the goods are delivered to the carrier. The return of a stocked item may be subject to a minimum restocking fee of 25% of the list price. Non stock items ordered by the customer which cannot be returned to the indent supplier will not be accepted for return or credit. (for additional information please see our Other Policies).

LIMITATION OF LIABILITY - BioNovus Pty Ltd's liability for any claim whatsoever in respect of items sold hereunder shall not in any case exceed the price of the item in respect of which the claim is made and customer assumes all risks and liability for the items purchased from BioNovus Pty Ltd and their use upon and after delivery including their effect upon any person. Any and all warranties or conditions express, implied or statutory are expressly excluded except those which cannot be lawfully excluded. All items sold by BioNovus Pty Ltd are for in vitro laboratory use only and must only be stored and used in accordance to the manufacturers' instructions. Neither BioNovus Pty Ltd nor its suppliers, under any circumstances whatsoever, shall be liable for any special, consequential, indirect or liquidated damages or penalties.

RISK AND TITLE - The risk in the goods supplied by BioNovus Pty Ltd to the purchaser shall pass to the purchaser upon delivery but property in the goods the subject of the contract or any other contract between the buyer and BioNovus Pty Ltd, shall remain with BioNovus Pty Ltd until the price of the goods has been paid in full. Receipt by BioNovus Pty Ltd of any payment in any form shall not be deemed to be payment or conditional payment until the same has been credited to BioNovus Pty Ltd bank account and shall not prejudice or affect the BioNovus Pty Ltd rights, powers or remedies against the purchaser and/or the goods. BioNovus Pty Ltd shall be entitled to enter the purchaser's premises and retake possession of the goods if payment is not made after 30 days following the date of the invoice. Until payment is received, the purchaser is only a bailee of the goods. In the event that the purchaser is not purchasing the goods for the purchaser's own use or consumption, until BioNovus Pty Ltd has received payment, the purchaser may only sell the goods in the ordinary course of its business and as agent for BioNovus Pty Ltd. The purchaser must hold the proceeds of any such sub-sale exclusively for BioNovus Pty Ltd in a separate account. Until property in the goods passes to the purchaser, the purchaser must store the goods on the purchaser's premises separately from the purchaser's own goods or the goods of any other person and in a manner which allows ready identification of them by BioNovus Pty Ltd.

GENERAL -These conditions shall not be modified or varied or cancelled except by agreement in writing signed by BioNovus Pty Ltd and customer. The laws of the State of New South Wales in the Commonwealth of Australia shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part.