

TERMS & CONDITIONS OF QUOTATION, SALE OR REPAIR

Below are the Terms and Condition, of Quotation, Sale and Repair by Asis Scientific Pty Limited, hereafter called the "Company". Any manufacturers or suppliers of goods referred to will be hereinafter called the "Principal" The other party to the contract will be hereinafter called the "Purchaser".

TERMS OF SALE

A) Any order placed with the Company for goods and/or service implies acceptance of the following conditions which may be varied only in writing by the Company's authorised representative. Descriptive and clerical errors are subject to correction.

B) These conditions are in place of and exclude all other warranties and conditions whether implied by statute or otherwise and in particular the Purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of any representation by the Company.

C) All goods are sold with the understanding that the customer has independently determined the suitability of such goods prior to ordering. All sales are made subject to the Company's standard trading conditions of sale.

CONDITIONS OF SALE

ACCEPTANCE

Any contract or order based on this or any other tender or quotation is only accepted upon and subject to the Company's Terms & Conditions of Quotation, Sales & Repair as herein printed and these conditions are to have full force and effect as if incorporated into the Purchaser's order. Unless expressly accepted in writing by the Company any variations of or additions to these conditions in a Purchaser's order or order form will be deemed to be inapplicable.

All quotations are subject to withdrawal or variation by the Company at any time prior to acceptance of a firm order. No order given to the Company based upon a quotation shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to correct any accidental error or omission or quotation or invoice without prior notice.

PRICES

All prices are net unless otherwise stated, and are in the local currency. Prices for goods to be imported are based on prices quoted to the Company by the Principal and the rates of freight, insurance premiums, customs duties, primage and other costs of importation known to the Company at the time of quotation. In the event of any increases in these rates or in the price of the goods quoted to the Company by the Principal before acceptance of an order, or prior to the delivery of the goods to the Purchaser, then the cost to the Company entailed by such increase/s shall be added to, and form part of the purchase and or repair price and be payable by the Purchaser accordingly. Conversely any decrease in any such rates or the Principal's price shall be deducted from the purchase and or repair price. This provision for variation of price shall also apply to goods and service required for the execution of an order purchased and obtained locally.

WARRANTIES

Where the Purchaser is a consumer as defined by any relevant law such as the Trade Practices Act, 1974 Commonwealth and similar state laws in respect of any goods, certain conditions and warranties cannot be excluded, restricted or modified ("the consumer warranties"). In those circumstances the Purchaser has the benefit of both the consumer warranties and the conditions contained in this clause and in the event of any inconsistency the consumer warranties shall prevail; all other express or implied conditions or warranties in respect of the goods or any of them are excluded from this contract. Where goods are goods in respect of which the Purchaser is not a consumer, the following condition will apply: Instruments and accessories (except electronic tubes and components, illumination sources, item wholly or partly of glass, silica or ceramic material, thermocouples, batteries, electrical elements and reconditioned replacement parts, such as exchange circuit boards) are warranted to be free from defects in materials and workmanship, in accordance with the Principal's warranty. This warranty does not cover the repair of any fault or replacement of any defective part resulting from an act of God, or the negligence or malpractice of the Purchaser or his servants. Unless stated to the contrary in writing, products are warranted for a period of one year from dispatch. Should any of the equipment sold by the Company fail for any inherent electrical or mechanical defect within the warranty period, the Company undertakes to repair the same free of charge providing the defective goods are returned to the Company's warehouse freight/insurance prepaid and provided that no alteration or additions are made or repairs undertaken except by the Company or the Company's authorised representatives. Should the Purchaser require the Company's engineer to inspect the equipment instead of returning same to the Company, the Purchaser is to pay the cost of the Company's engineer time and expenses. Warranty is likewise extended to repairs carried out by the Company or by the Principal but is limited to the three months and is applicable to the repair work done and not to any subsequent failure of unrelated parts and software.

CURRENCY FLUCTUATION

Indent items from overseas are in addition subject to alteration in price because of variation in currency rates between the Principal's currency and the Australian dollar at the date of the Company's invoice when compared to the currency at the time of order/quotation. The alteration in

price will be made where the exchange rate varies by more than +/- 3%.

SALES TAX etc.

Prices quoted are subject to the addition of sales tax and to any tax imposed by any Government authority upon the goods quoted or upon the production, sale, distribution, delivery or upon any feature thereof if applicable. All such taxes shall be payable by the Purchaser and may be added to the purchase price by the Company.

This provision covers the introduction of a Goods and Services Tax (GST) and allows for re-pricing of orders between quotation and sale when this bridges the implementation date of a GST.

GOODS EX STOCK

Goods quoted ex stock are subject to prior sale by the Company unless it is otherwise stated in the quotation.

AVAILABILITY OF GOODS

The Company shall have no liability direct or indirect for delay in delivery. The delivery time for goods quoted on an indent basis is an estimate only and is based upon the Company's knowledge of conditions prevailing at the time the quotation is made. The delivery time is subject to variation in accordance with the Principal's manufacturing programme and the availability of shipping space from the source of supply and also to any delay through Act of God, labour disputes, strikes, lockouts, fire, accident, non-delivery of parts by other manufacturers or any other causes or contingencies beyond the Company's control and/or the control of the Principals. The Company does not accept orders under penalty for late delivery.

ACCEPTANCE OF GOODS

The Purchaser shall inspect the goods immediately on the arrival thereof and shall within 7 days from such inspection give notice in writing to the Company of any matter or thing by reason whereof he may allege that the goods are not in accordance with the contract. If the Purchaser shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Purchaser shall be bound to accept and pay for the same accordingly.

DELIVERIES

In the case of delivery or part thereof each and every delivery will be deemed to be sold under a separate contract and will be subject to these Terms & Conditions of Quotation, Sale & Repair. Buyers desired method of dispatch must be clearly stated in writing otherwise dispatch may be made by any carrier or means Company selects. Unloading shall be the responsibility of the consignee. Quoted delivery times are estimates only and do not involve any contractual obligation unless confirmed in writing. Any such contracts shall be subject to the Company not being delayed whatsoever beyond its reasonable control.

LIENS

In addition to any lien to which the Company may be entitled by statute or common law the Company shall, in the event of the Purchaser's insolvency, bankruptcy or winding up, be thereupon entitled to a general lien on all property whatsoever owned by the Purchaser but in the Company's possession at the time, such lien to cover the unpaid price and any goods (including the goods) sold by the Company to the Purchaser.

WAIVERS

Failure by the Company to insist upon strict performance by the Purchaser of any terms or conditions contained herein shall not be taken to be a waiver thereof or of any rights of the Company in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

LAWS

The contract constituted by the acceptance by the Company of the Purchaser's order or by the Purchaser's acceptance of the Company's tender/quotation shall be construed to be in accordance with the laws of the State of South Australia.

RISK AND DISPATCH

Unless otherwise specified by the Company the point of delivery of the goods shall be at the Company's premises. Goods delivered elsewhere shall be at the Purchaser's risk from dispatch to such premises and the Purchaser will indemnify the Company against any claim for liability, damage or injury to or by the goods after dispatch and shall specify in writing on his official order if insurance is to be taken out on his behalf and at his cost. This provision will apply notwithstanding the fact that the Company has agreed to install the goods at the premises nominated by the Purchaser.

LITERATURE

Illustrative and descriptive literature supplied by the Company to the Purchaser represents generally the goods specified therein but may not comply in all respects with the goods which are the subject of this quotation.

INSTALLATION AND COMMISSIONING

All equipment shall be installed and commissioned by and at the expense of the purchaser unless agreed to in writing or otherwise stated in the Company's quotation.

In the case of equipment which the Company or the Principal undertakes to install, it is the Purchaser's responsibility to provide all service utilities required, e.g. electric power outlets, water outlets, drains, compressed air lines, etc. If special handling equipment is required, such as heavy lift gear for movement of equipment, at the installation site, the cost of hiring or using such equipment and any associated charges will be additional for the purchasers account. Installation will be made at the time of delivery or as soon as practicable thereafter and the special handling equipment will be at the purchasers risk. Unless otherwise agreed the Company's responsibility to install such equipment may cease if the installation is deferred by the Purchaser for an indefinite period.

TERMS OF PAYMENT/RETENTION OF TITLE

Where credit terms have been agreed, invoices are Strictly Net 14 days from date of invoice. Terms of Payment may be varied at the discretion of the Company and will be outlined on the quotation. The property in the goods shall not pass to the Purchaser until the goods are paid for in full. In the event of non-compliance with the Company's trading terms, the Company reserved the right to suspend deliveries and/or cancel contracts and/or apply a service fee at the rate of 2.5 % per month on all outstanding monies from the due date and/or void warranty. Where credit terms have not been agreed upon, the Company will require a cheque with order.

CANCELLATION

Any order placed resulting from this quotation may be cancelled in full or part by the Purchaser only upon the Company's consent in writing and against payment to the Company of a reasonable and proper cancellation fee, should this be deemed necessary by the Company. Filing a petition of bankruptcy or commencement of any legal action for insolvency, or creditor's petition for winding-up of the Purchaser's company shall be deemed a cancellation by the Purchaser.

RETURN OF GOODS

Returns may only be made with prior written consent of the Company and may not be accepted after 7 days from the date of the Company's invoice. Freight costs on goods being forwarded to the Company will be borne by the Purchaser. A restocking fee may be charged.

A) Packing:

Where goods were originally supplied in a special Principal's carton, any return shall be made in that original carton and the goods shall be in their original and unmarked condition, complete with any instruction sheets supplied.

B) Goods not returnable:

Any goods specially made, including items cut to length. Any goods made, or purchased to a firm and irrevocable order. Any goods altered or damaged by the Purchaser. Any goods having an invoice value of ten dollars or less. Any goods especially indented and which are not normal stocklines.

INJURY AND DAMAGE

The Purchaser shall indemnify the Company against all claims whether made under any contract or statute or under common law in respect of any loss or damage to any property whatsoever, or injury to any person whatsoever arising out of any defect in material or workmanship in connection with any goods manufactured and/or sold by the Company or any default or negligence on the part of the Company's personnel in connection with or during the carrying out of any work by the Company on the Purchaser's or any other person's property

VALIDITY

Quotations are valid for 30 days unless otherwise stated.

ASSIGNMENT

The Purchaser shall not assign the contract or any right without the written consent of the Company.

DEPOSIT

The Company reserves the right to demand a 20% deposit on all orders greater than \$10,000 in value.