



SciFlo

TERMS AND CONDITIONS OF SALE

1. Definitions:

- a. **The Seller: SciFlo** of 14 Cocos Drive, Bibra Lake, Perth, WA 6163, AUS. All correspondence to the Seller should be directed to this address.
- b. **The Buyer: The Company, Firm or Person** to whom any such Goods are sold as named on the Seller's order confirmation and invoices.
- c. **Parties:** The Buyer and the Seller
- d. **The Contract:** Any contract between the Seller and the Buyer for the sale and purchase of the Products or Services
- e. **Intellectual Property Rights:** Any and all rights in patents, copyright, moral rights, business and trade names, design rights, know-how and all other intellectual property rights and any applications for any of the foregoing which may subsist anywhere in the world.
- f. **Goods:** All products, services, associated documentation, individual components or sub-assemblies which the Seller is to supply in accordance with these Conditions under the Contract.
- g. **Writing:** Includes cable, facsimile transmission, electronic data transfer, e-mail and comparable means of communication.
- h. **Consumer:** An individual purchasing for personal use and not for purposes related to their business, trade or profession.
- i. **GDPR:** The General Data Protection Regulation (GDPR).

2. Conditions:

- a. All quotations are made, and all orders are accepted subject to these Conditions.
- b. Every Quotation by the Seller is open to acceptance until the expiry of 30 days after the date appearing thereon, unless it is otherwise expressly stated, or the Quotation is earlier withdrawn or modified, or the Seller expressly agrees in writing to a later acceptance.
- c. These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the exclusion of all other Terms and Conditions including any Terms or Conditions which the Buyer may purport to apply under Purchase Order, Confirmation of Order, or similar documents. Any failure by the Seller to challenge any such conditions of Purchase does not imply acceptance.
- d. Any other terms, conditions or warranties whatsoever are excluded from the Contract, or any variation thereof, unless expressly accepted by the Seller in Writing (order acknowledgements do not constitute such acceptance).
- e. The Seller is committed to acting in the highest standards ethically and responsibly in accordance with SciFlo Code of Conduct and Business Conduct Principles, available upon request.

3. Delivery of Goods:

- a. Unless otherwise agreed in writing by the Seller, the costs of packing, carriage and delivery of Goods will be paid by the Buyer.
- b. The Goods will be delivered to the Buyer's address as stated on the Delivery Note. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- c. Any date for delivery specified by the Seller shall be treated as an estimate only and time shall not be of the essence.
- d. In accordance with IncoTerms® 2010, delivery is Ex Works (Cocos Drive, Bibra Lake, Perth) whereby risk passes to the Buyer, who shall be responsible for insuring the Goods from that time.
- e. The Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such a delay exceeds 90 days.
- f. If the Buyer does not accept delivery of the Goods when delivered by the Seller, the Seller shall in its absolute discretion be entitled to treat the contract as at an end, or to deliver the Goods on a later date and if the latter, the Buyer shall be liable to pay the Seller a reasonable sum of storage and to reimburse the Seller for any insurance premiums in respect of the Goods. The Seller shall not be under any liability to the Customer for any loss or damage to the Goods whilst in storage howsoever arising.
- g. The Seller shall not be liable for any loss or damage or deterioration in the Goods from the time of the despatch of the Goods from the Seller's Premises from whatever cause. Goods shall be deemed to have been despatched in full quantity and in good condition unless particulars of shortage or defects alleged are notified in writing by the Buyer to the Seller within 5 days of the date of despatch as shown on the Seller's Delivery Note.

4. Warranty>Returns

- a. The Buyer is not entitled to return Goods on grounds that they are defective on receipt without first giving the Seller written notice within 5 days of receipt of the Goods whereby the Seller will decide whether to accept returned Goods for analysis, repair, replacement or credit.
- b. Where Goods supplied by the Seller have been supplied for clean room use or sterile packaging, these will not be accepted for return once used, even if the Goods prove to be defective. Instead the Goods must be disposed of by the Buyer. The



SciFlo

TERMS AND CONDITIONS OF SALE

Buyer will have no claim against the Seller unless the Buyer notifies the Seller within 5 days of receipt of the Goods that there is a defect upon receipt.

- c. Goods purchased as special buy to order parts are non-cancellable and non-returnable.
- d. All Returns are subject to the Sellers acceptance and issuance of an Authorised Goods Return Number (GRN) and will be inspected upon return prior to further action. The Seller reserves the right to apply a returns handling charge where appropriate.
- e. Warranty terms are offered in line with the Manufacturer's warranty which can be detailed on request.
- f. Buyer bears direct cost of return (unless otherwise agreed with Supplier)

5. Price and Payment:

- a. The price shall be the price set out on the Seller's invoice and is exclusive of GST where applicable, which shall be at the rate applicable on the date of the Seller's invoice.
- b. Payment of the price and GST where applicable, shall be paid upon placement of the order of the Goods unless the Seller has received a satisfactory credit rating for the Customer when the Seller may in writing accept payment in full within 30 days of invoice.
- c. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 5% per annum over National Australia base rate.
- d. The Seller reserves the right at any time prior to delivery and on written notice to increase the price if there is any increase in the cost of materials, labour, transport, utilities, foreign currency fluctuation, currency regulation or alteration of duties or if the costs of the Seller are increased by any other factor beyond the reasonable control of the Seller.
- e. The Seller reserves the right to make changes to Quotations or Order Confirmations for pricing errors, clerical errors or omissions.
- f. The Buyer shall not be entitled to claim set-off against any of the sums due to the Seller.
- g. We reserve the right to apply a minimum order value of \$50 excluding GST where applicable, and carriage.
- h. The Buyer must allocate and utilise any financial credits issued by the Seller within twelve months from the date of the credit. If credits are not used within the specified timeframe the value of these will be automatically null and void.

6. Title in Goods:

- a. In spite of delivery having been made, Title in the Goods shall not pass from the Seller until the Buyer has paid the price plus GST where applicable, in full and no other sums whatsoever shall be due from the Buyer to the Seller.
- b. Until the Title in the Goods passes to the Buyer under (a) the Buyer shall hold the Goods on a fiduciary basis as Bailee for the Seller and shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and identify them clearly as the Seller's property.
- c. Notwithstanding that the Goods remain the property of the Seller, the Buyer may sell or use the Goods in the ordinary course of business at the full market value.
- d. The Seller shall be entitled to recover the price plus GST where applicable, notwithstanding the property in any of the Goods has not passed from the Seller.
- e. If the Buyer fails to make payment for the Goods within the agreed time, or, if an individual has a Statutory Demand or Bankruptcy Petition served on him, or makes, or proposes a Voluntary Arrangement, or if the Buyer is a Company, where it makes or attempts to make a Voluntary Arrangement or has a Receiving Order or Winding-Up Petition presented against it, then the Seller has the right to enter upon the Customer's Premises and repossess the Goods belonging to the Seller.

7. Specifications and Variations:

- a. The Goods shall be supplied in accordance with the description contained in the Seller's specification and/or contract, and in-line with the Manufacturers Specification.
- b. The Seller may from time to time make changes in the specification of the Goods which are required to comply with any applicable safety or statutory requirements, or which do not materially affect the quality or fitness for the purpose of the Goods.
- c. If the Buyer requires any variation in the Goods, it shall deliver a full specification of such amendments to the Seller in writing and if the Seller agrees to make such variations, the Buyer shall pay all reasonable extra costs incurred by the Seller in carrying out such variations and the Delivery Dates shall be as specified by the Seller.

8. Exclusions and Limitations:

- a. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of the breach of the Seller of this contract.
- b. In the event of any breach of this contract by the Seller, the remedies of the Buyer shall be limited to damages and under no circumstances shall the liability of the Seller exceed the price of the Goods.



SciFlo

TERMS AND CONDITIONS OF SALE

- c. All warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of the Buyer dealing as consumer.
- d. All Terms and Conditions and Warranties (whether implied or made expressly) whether by the Seller or its servants or agents or otherwise, other than those expressed warranties set out in the contract relating to the quality and/or fitness for the purpose of the Goods or any of the Goods, are excluded.
- e. The Buyer will accept full liability for and shall indemnify the Seller against all liability for the accuracy of any design or specification produced by or on behalf of the Buyer and that the Goods shall be fit for the Buyer's purpose and use, the Buyer relying on its own skill and judgement. All descriptions, drawings, specifications and other particulars however issued by or on behalf of the Seller are approximate only and the Seller will not be bound thereby unless expressly confirmed in writing to the Buyer. Performance figures given by the Seller concerning its Goods are typical of what it expects Goods to obtain on test and shall be subject to reasonable tolerance and rejection limits. Deviations from such figures shall not be made on the basis of any claim against the Seller, except where it is specifically agreed to the contrary in writing by the Seller and in no event shall the Seller be responsible for performance figures supplied by Sub-Contractors or other Third Parties. The Buyer assumes responsibility for insuring the Goods stipulated in the Order as sufficient and suitable for the purpose required. The Seller reserves the right to alter patents and designs without notice. Published performance figures shall not necessarily apply after service and repairs to the Goods and will depend upon the condition and age of Goods.

9. Intellectual Property:

- a. The specifications, designs and documents relating to the Goods (including the copyright, design right or other intellectual property in them) belongs to and is the property of the Seller.
- b. Where any designs or specifications have been supplied by the Buyer for the manufacture by or to the order of the Seller, then the Buyer warrants of those designs or specifications for the manufacture, processing, assembling or supply of the Goods shall not infringe the rights of any Third Party.
- c. The Buyer will indemnify the Seller against all costs claims and demands relating to the sale or use of the Goods supplied to the design or specification under sub-clause (b) which contravenes any Third Party's intellectual property rights.
- d. All details contained within quotations or proposals such as pricing and stock availability, remain the property of the Seller and cannot be shared with any third-party organisation without prior consent.

10. Cancellation:

- a. The Seller may cancel this Contract at any time before the Goods are dispatched by giving written notice. The Seller shall not be liable for any loss or damage whatsoever rising from such cancellation.
- b. Goods purchased as special buy to order parts are non-cancellable and non-returnable
- c. No order which has been accepted by the Seller may be cancelled by the Buyer without agreement in writing, whereupon the Buyer shall forthwith pay to the Seller all costs, liabilities, expenses and loss of profit representing a fair reward for services rendered.

11. Tools:

- a. Any tools which the Seller may construct or acquire specifically in connection with the Goods shall, notwithstanding any charges the Seller may make for them, be and remain the Seller's sole and unencumbered property and in the Seller's possession and control without restriction.

12. Free-Issue Materials:

- a. Free issue material shall be insured by and remain at the risk of the Buyer at all times. The Seller shall not be liable for loss of, or damage to, any such free issue materials during fabrication by the Seller or by any sub-contractor employed by the Seller or whilst on the premises of the Seller or of any such sub-contractor or in transit to or from the premises of the Seller or of any such sub-contractor. The Seller may at its sole discretion make a contribution towards the replacement costs of such materials.

13. Force Majeure:

- a. Neither Party shall be liable for any default due to any act of God, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of the Parties. In the event that the Seller does not perform its obligations by reason of any of the causes referred to previously within six months after the time for performance either party may, by written notice, terminate the Contract without liability save that the Buyer shall pay for any Goods delivered or completed at the time of termination and any associated raw materials.



SciFlo

TERMS AND CONDITIONS OF SALE

14. Governing Law:

- a. This Contract is subject to the Law of Australia.

15. Consumer Rights and Regulations:

- a. Australian Consumer Regulations shall apply where applicable to this Contract, as per the Consumer Contracts Regulations 2013 and Consumer Rights Act 2015. The Seller has a legal obligation to supply Goods that conform to consumer rights.
 - i. The offer to buy a product is accepted and consumer contract is deemed concluded when the Goods are dispatched.
 - ii. As per Clause 3c, delivery dates provided at order confirmation are treated as estimates only and should not be relied upon.
 - iii. Cancellation can be made at any time up to 14 days after the Goods are received by the consumer at no charge. Notification of cancellation must be received clearly in writing.
 - iv. The right to cancel does not apply to the supply of Goods made to consumer specification or clearly personalised.
 - v. Goods are to be returned within 14 days after notification of cancellation is received. Consumer bears direct cost of return. Refunds will be processed no later than 14 days after returned Goods are received by the Seller. Basic delivery costs only will be refunded.
 - vi. The Seller reserves the right to deduct from the refund value if it is determined that the value of the Goods has been reduced as a result of unnecessary customer handling.
 - vii. In accordance with the Consumer Rights Act, the Goods remain at the Sellers risk until they are received by the consumer (exclusions apply).

16. GDPR Privacy Notice:

- a. The Seller holds personal data about employees, clients, suppliers and other individuals for a variety of business purposes and must process this data (including sensitive personal data) so that it can provide the required services for the Buyer. In doing so, the Seller acts as a data controller and processor.
 - i. This notice will be in effect on or before 25 May 2018.
 - ii. The data collected includes but is not limited to names, email addresses, telephone numbers, addresses, bank details and job title. This information is used to fulfil legal obligations, contractual obligations and in cases where there is legitimate interest.
 - iii. Any data collected which is electronic is housed on secure data servers. Data in written form is kept in the Sellers secure office premises.
 - iv. All data collected will only be kept only for a period of time in which statutory legal requirements prevail, after this time it will be destroyed.
 - v. The data collected by the Seller will not be shared with any third party without the prior written consent of the Buyer with the exception of where the requirement is legal or regulatory.
 - vi. The Seller will process personal data in compliance with all six data protection principles which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/data-protection-principles/>
 - vii. All data collected is subject to active consent by the Buyer which is implicit by the act of agreeing to the Sellers Terms and Conditions of Sale. At any time, this consent can be revoked by putting a request in writing to the Group Data Controller whose contact details will be available upon request. Withdrawal of consent to hold this data does not constitute withdrawal from other clauses contained within this document unless agreed in writing by the Seller.
- viii. Any concerns should be addressed in writing to The Seller: SciFlo, 14 Cocos Drive, Bibra Lake, Perth, WA 6163, Australia