

# Millennium Science P/L General Terms & Conditions of Sale

## September 2016

Formation of a Commercial Agreement	In the absence of a formal Supply Agreement receipt of a valid purchase order will be deemed to be formation of a commercial agreement between the customer and Millennium Science Pty Ltd. A valid purchase order must signed by an authorised individual of the company / institute and clearly display the purchase order number, quotation number, part number/s, description of goods, quantities, prices quoted, delivery address and invoice address. The submission of a valid purchase order by you to Millennium Science Pty Ltd will be deemed to be an offer by you to purchase the goods or services specified in the purchase order. The purchase order is irrevocable and can only be cancelled with written agreement from both parties. We reserve the right to accept or decline the purchase order in whole or in part. Each quotation will be governed exclusively by the terms and conditions outlined in this section. Where a formal Supply Agreement is established the Terms of Conditions of that Agreement take precedence in case of conflict with these terms.
Shipment & Delivery	Delivery will generally be <b>4-8</b> weeks from the receipt of your Purchase Order unless otherwise specified. If you have specified a delivery date on your purchase order or Supply Agreement we will endeavour to deliver goods within that timeframe. We will be entitled to deliver the goods to you after the agreed delivery date or cancel the commercial agreement without being liable to you in any way, if the delay in delivery is caused by circumstances beyond our control. You may not refuse to accept delivery of goods unless prior agreement in writing has been granted by Millennium Science Pty Ltd. All goods shipped from our Melbourne warehouse will be transported by the most appropriate means in our sole judgement unless prior arrangements have been made. Should it be deemed necessary, we reserve the right to change the method of freight shipment and are under no obligation to notify you of such a change unless the final cost to you of the goods is affected. Where applicable, Millennium Science Pty Ltd warrants that all consumables identified on the delivery docket/invoice have a minimum shelf life of 3 months from the date of dispatch from the Millennium Science Melbourne warehouse. Millennium Science will notify the Customer of the Courier Company, Shipping Date and Consignment Number via email/ fax / phone at the time of dispatch. Millennium Science Pty Ltd will not be held responsible for any supply chain delays nor will it entertain any claim for the return / exchange / refund of consumables based on minimum available "shelf life".
General Payment Terms	Millennium Science Pty Ltd will issue an Invoice clearly stating the Customer's Purchase Order number for goods and / or services identified in this quotation. By providing a Purchase Order the Customer agrees to pay the invoice value in full within thirty days of the issued invoice date (typically the same date a shipment occurs) or as otherwise agreed in the quotation (see variation to payment terms below). Failure to abide by the terms identified on the invoice may render the customer liable to a 1% late payment fee. Site specific, inter-department or third party delays will not be accepted as legitimate reasons for delayed payments. When a quotation is issued with a fixed price and no 'Valid Term' the price will only apply for a period of thirty days.
Variation to Payment Terms	In specific situations Millennium Science Pty Ltd may choose to vary the terms of payment of this quotation to reflect the specific nature of the commercial agreement. Such variations may include, but are not limited to a percentage of monies paid to Millennium Science Pty Ltd with the issue of a purchase order, an additional percentage on receipt of goods into your store and the outstanding balance owed to Millennium Science Pty Ltd to be paid on completion of a defined event such as site acceptance testing. Each of these payments should be treated under the same general terms as a single payment unless otherwise agreed in writing as part of a specific Supply Agreement or Quotation.
G.S.T. Tax Obligations	Goods and Services Tax of 10% will be applied to all items and / or services identified in this quotation for sale in Australia. No GST will be added to goods exported to other countries including New Zealand.
Returns & Restocking Fees	Millennium Science Pty Ltd does not generally accept goods for return that have been correctly supplied against a purchase order. Under special circumstances certain equipment, spare parts and accessories ordered in error may be returned to our warehouse at your cost if the goods have not been opened, used or in your possession for a period of fourteen days or longer. A restocking fee of 25% of the purchase price of the goods may apply to all returns. Goods that are deemed by us to be reagents or consumable items or items that must remain in a 'supply cold chain' will not be accepted back into our warehouse under any circumstances.
Special Terms & Conditions	Millennium Science Pty Ltd may choose from time to time, to invoke special terms and conditions to specific quotations. These will be identified and described in a specific quotation or Supply Agreement. These special terms take precedence over the general terms described in this document.
Risk & Ownership	For insurance purposes risk is deemed to have been transferred to you on receipt of goods into your company / institution, store, warehouse, laboratory or premises. Ownership of goods in this quotation will not transfer to the person, persons, company or institution identified in this quotation until we receive full payment for all goods/services.  Until debts are satisfied you will keep the equipment identified in this quotation in good working condition and retain all original shipping / packing material and you will not assign ownership of any part of the equipment identified in this quotation to a third party without written permission from Millennium Science Pty Ltd. You grant us irrevocable licence to enter any of your premises during normal business hours on reasonable notice to repossess the goods while you owe us money or are in breach of the General Payment Terms in this quotation.
Freight & Installation	Freight and installation charges will be itemised and included in this quotation unless prior arrangements have been entered into.
Commissioning	If required, Millennium Science Pty Ltd will provide onsite and at no additional cost to the customer, commissioning engineers to unpack, install, connect and test the items identified in this quotation. If a prior agreement has been reached Millennium Science Pty Ltd will provide the customer with an installation report.
Warranty	Millennium Science Pty Ltd guarantees that goods identified in this quote are free from material defects and workmanship. This warranty will be honoured for a period of 12 months unless waived in the "Special Terms & Conditions" section. This warranty is limited to the supply of parts, labour and travel for Millennium Science or their nominated representative required

	<p>to effect proper repair or replacement and specifically excludes generic computers, monitors and printers, which are guaranteed for 3 months unless prior agreements are made between the Customer and Millennium Science Pty Ltd. This guarantee does not cover telephone support, repair or replacement of any defective parts resulting from incorrect operation, negligence, malpractice, modification by the customer, addition to an established IT Network by customer in a manner contrary to advice provided by Millennium Science or Manufacturer, transfer to a third party company or organization or accidental damage by the purchaser or their staff or contractors after the delivery. This warranty is void if the instrument has been repaired or altered by persons not authorized by Millennium Science, or if the product has had its serial number altered, defaced or removed or if instrument has been damaged by accident or misuse, or has been damaged by abuse or negligence in the operation or maintenance of the product, including without limitation, unsafe operation, operation by untrained personnel, and failure to perform routine maintenance. Batteries, fuses, lamps and other "consumable" items used in any of the instruments are not covered by this warranty. Equipment identified in this quotation may be limited by the warranty terms and conditions stated by the original equipment manufacturer. If no other terms are stated then the warranty period will not exceed twelve months from date of delivery to your facility unless prior agreement is reached between Millennium Science Pty Ltd, the original equipment manufacturer and the customer. Millennium Science reserves the right to return the instrument to their workshop for repair. Product warranties are not transferable if product is resold by customer to a third party during the warranty period unless expressly agreed to in writing by Millennium Science. <b>There are no other warranties, expressed or implied, made by the company in connection with this agreement or the sale of products, including but not limited to warranties of merchantability or fitness for a particular purpose, which warranties are expressly disclaimed.</b></p>
Severability & Proper Law	<p>Part or all of any provision of these Terms and Conditions that is illegal or unenforceable may be severed from the Terms and Conditions and the remaining provisions of the Terms and Conditions continue to remain in force. These conditions shall be interpreted and governed by the state /country laws of Australia and New Zealand</p>