

Millennium Science Pty Ltd

General Terms & Conditions of Sale

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Contents

Contents	1
1. Formation of the Agreement.....	1
2. Pricing	2
3. Shipment and Delivery	2
4. Payment Terms.....	3
5. Variation to Payment Terms.....	4
6. GST.....	4
7. Returns and Restocking	4
8. Special Terms and Conditions	4
9. Risk and Ownership	4
10. Freight and Installation.....	5
11. Commissioning	5
12. Warranty.....	5
13. Severability and Governing Law	5
14. Limitation of Liability	5

1. Formation of the Agreement

Unless a formal Supply Agreement exists, a valid Purchase Order accepted by Millennium Science forms a binding commercial agreement.

A valid Purchase Order should:

- Be issued by an authorised representative.
- Include the Purchase Order number.
- Reference the Quotation number and quoted prices.
- Clearly identify the goods or services being purchased.
- Include delivery and invoicing addresses.

A Purchase Order is deemed accepted only when Millennium Science issues an Order Confirmation, commences performance, or dispatches the goods.

Once accepted, Purchase Orders cannot be cancelled unless both parties agree in writing. Millennium Science reserves the right to accept or decline any Purchase Order. Where a formal Supply Agreement exists, that agreement takes precedence over these Terms where any inconsistency exists.

2. Pricing

Prices are based on supplier pricing, freight charges, customs duties and exchange rates applicable on the quotation date. Millennium Science may adjust prices before shipment if these costs materially change.

3. Shipment and Delivery

Delivery times are estimates only and may vary depending on manufacturer production schedules, product availability, importation requirements and freight availability. Millennium Science shall not be liable for any indirect or consequential loss arising from delayed delivery.

Where a delivery date has been agreed, Millennium Science will make reasonable efforts to meet that date. Delivery dates are estimates only and are not guaranteed.

Millennium Science is not liable for delays caused by events outside its reasonable control, including supplier delays, freight delays, customs or weather events. Customers may not refuse delivery solely because of a delivery delay unless otherwise agreed in writing.

Unless otherwise agreed, Millennium Science may select the most appropriate freight carrier. Freight charges will be itemised where applicable.

Millennium Science will notify the Customer of the following at the time of dispatch:

- Courier Company
- Shipping Date
- Consignment Number

Transfer of risk and control

Risk in the goods, and control of the goods for the purposes of supply, passes to the Customer when the goods are delivered to the delivery address specified in the relevant Purchase Order, as evidenced by the carrier's proof of delivery or other delivery confirmation.

Millennium Science remains responsible for the goods until delivery, except where loss or damage arises from the Customer's instructions, failure to accept delivery, or failure to provide a suitable delivery location.

The Customer must inspect the goods promptly on delivery and notify Millennium Science of any shortages, incorrect items or visible damage as soon as reasonably practicable.

Inspection on Delivery

Upon receipt of the goods, the Customer must inspect the shipment against the delivery note and notify Millennium Science Customer Service as soon as reasonably practicable of any shortages, incorrect items, or visible damage. Claims relating to damage should be supported by clear photographs of the affected goods and packaging where possible. Failure to notify Millennium Science within a reasonable time may affect our ability to investigate the claim with the freight carrier or manufacturer.

Storage of Products

Product storage requirements may vary depending on the manufacturer and product type. The Customer is responsible for ensuring products are stored under the recommended conditions immediately upon receipt. Please refer to the applicable manufacturer's product datasheet, packaging, or instructions for detailed storage and handling requirements. Millennium Science is not responsible for product deterioration resulting from improper storage after delivery.

4. Payment Terms

Invoices will clearly identify the relevant Purchase Order and goods or services supplied.

By providing a Purchase Order the Customer agrees to pay the invoice value in full within 14 days of the issued invoice date (typically the same date a shipment occurs) or as otherwise agreed in the Quotation. Invoicing may occur at dispatch; however, where delivery occurs after the invoice date, revenue will be recognised in accordance with the delivery terms above

Failure to pay on time may result in a 1% late payment fee. Site specific, inter-department or third-party delays will not be accepted as legitimate reasons for delayed payments.

Quoted prices remain valid only for the validity period stated in the Quotation.

For purchases exceeding \$200,000, a 70% deposit is required upon placing the Purchase Order, unless otherwise agreed in writing.

5. Variation to Payment Terms

Millennium Science may vary payment terms where appropriate, including for special projects, custom products or milestone-based deliveries.

Any revised payment schedule will be detailed in the Quotation, Supply Agreement or other written agreement.

6. GST

Goods and Service Tax (GST) of 10% will be applied where required under Australian tax law. GST will not be charged on qualifying export sales, including exports to New Zealand.

7. Returns and Restocking

Millennium Science **do not generally accept goods for return** if they 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. The return would be at the expense of the Customer, the goods must not have been opened or used, and are not in your possession for longer than 14 days. A 25% restocking fee may apply.

Reagents, consumables, and temperature-controlled products cannot be returned unless they are defective or otherwise required by applicable law. Products supplied with a limited shelf life in accordance with the manufacturer's specifications are not eligible for return solely due to their remaining shelf life.

8. Special Terms and Conditions

Where a Quotation or Supply Agreement includes Special Terms and Conditions, those terms take precedence over these General Terms to the extent of any inconsistency.

9. Risk and Ownership

For insurance purposes, risk transfers to the Customer upon delivery to your company/institution, store, warehouse, laboratory or premises.

Ownership of goods remains with Millennium Science until full payment has been received.

Until ownership transfers, the Customer must protect the goods and must keep the equipment in good working condition and retain all original shipping / packing material. You will not assign ownership of any part of the equipment to a third-party without written permission from Millennium Science.

You grant Millennium Science irrevocable license to enter 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 the Quotation.

10. Freight and Installation

Freight and installation charges will be itemised in the Quotation unless otherwise agreed in writing.

11. Commissioning

Where commissioning services are purchased, Millennium Science will provide qualified personnel to unpack, install, connect and test the equipment. Where applicable, an installation report will be provided.

12. Warranty

Millennium Science warrants that the products supplied are free from material defects in workmanship, subject to the applicable manufacturer's warranty and any specific warranty terms stated in the Quotation.

The warranty does not cover misuse, accidental damage, unauthorised modification or repair, incorrect operation, failure to perform routine maintenance or consumable items such as batteries, lamps and fuses.

Except where prohibited by law, all other express or implied warranties, including warranties for merchantability or fitness for a particular purpose, are excluded.

13. Severability and Governing Law

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in effect.

These Terms are governed by the applicable laws of ~~Australia and New Zealand~~ Victoria, Australia

14. Limitation of Liability

Millennium Science reserves the right to adjust prices before shipment where supplier costs, exchange rates, freight charges, import duties or government charges materially change after the quotation date.

To the maximum extent permitted by law, Millennium Science's liability shall be limited to repair, replacement or refund of the purchase price. Millennium Science shall not be liable for indirect, consequential, special or economic loss.