

IN VITRO TECHNOLOGIES PTY.LTD.
GENERAL CONDITIONS OF QUOTATION AND SALE

A.B.N. 27102379895

1. Prices quoted for goods are based on information available to In Vitro Technologies Pty Ltd ("the Company") at the time of the Quotation. The Company reserves the right to amend its quoted prices at the time an order is received OR AT THE TIME OF DELIVERY OF THAT ORDER should there have been any variation in the company's purchasing price, rate of exchange (see 2), rate of Customs duty, Sales Tax, GST or overseas transport charges, since the date of the quotation.
2. Prices quoted are based on **currency rates of exchange** at the time of quotation. Any variation in excess of 2% from that rate of exchange at the time of delivery may result in a variation of the selling price. The variation will affect the full price of the quotation.
3. In order to receive this discounted pricing, please **ACTIVATE YOUR QUOTE** by contacting Customer Care on either: Phone: **1300 552 003** Fax: **1300 552 004** Email: **care@invitro.com.au** OR when placing an order for the goods on this quotation, please ensure you quote the quotation number.
4. Should Duty Free prices be requested and subsequently quoted by the company, it is understood by the Purchaser that such prices are based on the goods being indented from overseas against the Purchaser's order. It is then the responsibility of the Purchaser to provide the Company with the necessary documentation from the Customs Department to enable the items ordered to be brought into Australia Duty Free.
5. All goods quoted "ex stock" are subject to prior sale. For those items quoted on an indent basis, the delivery time is based upon the Company's knowledge at the time of quotation. Any variation in delivery time due to material shortage, labour disputes, Acts of God, or any other contingency beyond our control, is not the Company's responsibility.
6. The Company may require from the Purchaser on the acceptance of a Quotation a deposit as a show of earnest on the part of the purchaser and in such event the deposit shall be paid within seven days of request by the Company. In the event that any order does not proceed as a result of the default of the Purchaser, the deposit shall be forfeited in full to the Company.
7. Goods once ordered may not be returned unless agreed to by the Company and may be subject to a minimum **15% restocking charge**. Similarly goods ordered for which there is a delivery delay, may not be cancelled unless agreed to by the Company in writing.
8. **WARRANTY. All breakage's and short deliveries must be notified to the In Vitro Customer Care team within 72 hours of receipt.** Failure to do so will negate any responsibility of the Company for such breakage's and/or short deliveries.
9. The products referred to in this quotation are warranted for a period as indicated in the body of the quote from the date of dispatch unless otherwise stated. Should any product fail due to any defect in materials or workmanship the Seller undertakes to repair free of charge provided that the Purchaser shall return the faulty goods to the Sellers premises with insurance and freight prepaid. The Seller does not warrant against failure of any component which is consumed in the normal operation of the product or but not restricted to lamps or illumination sources, thermocouples, electrical heaters or elements, batteries and items solely or partly manufactured from glass, silica or ceramic material. In any event this warranty does not apply to any product where the fault results from the negligence or malpractice of the purchaser or his agents. The warranty does not apply to realignment or re-calibration of any product where the need for such re-alignment or re-calibration results from the ordinary use of the product.
10. **Commissioning** shall not be carried out by the Company unless previously agreed in writing by the Company. Where installation and commissioning is agreed to by the Company it is the Purchasers responsibility to provide all services and utilities required including but not restricted to electrical, water, air and waste connections. Where special handling or lifting equipment is required all costs and risk shall be borne by the Purchaser.
11. Literature provided by the Company in respect of a quotation generally represents the goods offered, but may not comply in all respects to the item supplied, as manufacturers always reserve the right to make design or performance alterations without prior notification.
12. The Company will undertake to make minor modification (e.g. power leads, plugs, fuse holders, etc.) but will not interfere with any function of the equipment that may jeopardise the manufacturers warranty. Clients of the Company who wish to make further modifications without jeopardising the manufacturers warranty must obtain written permission of the Company in advance before doing so.
13. **Where credit terms have been agreed, all accounts must be paid in full not later than 14 days from date of invoice.** Time of payment shall be the essence of the contract. Special payment terms may be varied at the discretion of the Seller and will be shown in the body of the quotation. Where credit terms have not been agreed to, payment will be required with order. The property in the goods shall not pass to the Purchaser until the goods are paid for in full. The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser. Unless otherwise specified by the Seller the delivery point shall be the Seller's premises. **For late payment over 30 days an interest charge of 2% a month may be levied at the discretion of the Company.**
14. **Storage of ordered machines.** The company may store machines that has been ordered by the customer and delivered into the InVitro warehouse, until such time as the customer is ready to take delivery of machines. In this case payment should be made for the machines and a fair charge negotiated for this storage.
15. The Company is not and shall not be responsible for any loss, damage, liability or injury incurred by the Purchaser as a result of any fault or damage in goods supplied or work done by the Company, its employees, officers, servants and agents, at any time, except where the company has statutory or fiduciary duties. For transactions specifically covered by the Trade Practices Act the Company restricts its liability to that covered by the Trade Practices Act, all other transactions shall be interpreted according to the Victorian Goods Act. For these transactions the company limits liability to replacement or repair of the product.
16. This quotation is governed by the laws of the State of Victoria.