



Sample & Assay Technologies

Terms and Conditions appearing on our invoices

QIAGEN PTY LTD SALES TERMS AND CONDITIONS

This contract relates to the sale of the goods ("Goods") described in the invoice on the other side of this form by QIAGEN Pty Ltd ("Seller") to the entity named under the section "To" on the other side of the form ("Buyer").

- 1. Payment Terms/Credit.** (a) All prices are quoted and payable in Australian dollars. (b) Seller reserves the right to amend any accidental errors and omissions in quotations and invoices, to charge increases in import duty and other government taxes and charges. (c) Except as set out on the other side of this form, the purchase price for the Goods shall be paid in full within 30 days of the "Shipment Date" (indicated on the reverse) despite any disputes between the parties. Buyer shall pay interest on any unpaid amount of the purchase price at the prevailing rate as prescribed by the Penalty Interest Act of 1983 from the 31st day after the Shipment Date. (d) Seller in its discretion may require at any time assurances satisfactory to Seller of Buyer's creditworthiness and may withdraw or limit Buyer's credit at any time.
- 2. Title/Delivery.** (a) Title to and risk in the Goods shall pass to Buyer at the time Seller delivers the Goods in good condition to carrier at Seller's facility. Each delivery to be made hereunder constitutes a separate sale. (b) The Goods shall be shipped to the destination and in the manner set out on the other side of this form. In the absence of such shipping provisions, Seller shall deliver the Goods to Buyer in a commercially reasonable manner. (c) Goods shipped within 30 days of the Shipment Date shall be deemed to constitute a delivery acceptable to the Buyer. (d) Acceptance of any of the Goods by Buyer shall constitute a waiver of any claim for late delivery of the Goods. (e) Title to the containers used for the Goods shall pass to Buyer on delivery, and Seller shall not be required to accept their return or otherwise dispose of them.
- 3. Returns.** All returns must be authorised by Seller and allocated a Return Authorisation Number ("RAN") before return. A restocking fee may apply. All freight costs incurred in returning Goods to Seller will be at the cost of Buyer unless a duly authorised signatory of Seller has stated in writing to accept the return freight costs. A condition of such agreement is that Buyer must use the freight carrier nominated by Seller. The RAN and a statement setting out what potentially hazardous use, if any, has been made of the Goods together with where appropriate, a decontamination notice signed by a duly authorised officer of Buyer and stating the decontamination method used must accompany all returned Goods.
- 4. Inability to Fulfil Obligation.** Seller shall not be liable for late shipment, late delivery or non-delivery of the Goods (i) as the result of fire, flood, accident, act of God, embargo, shortage of materials, labour or power or any other cause or contingency beyond Seller's reasonable control or (ii) if at any time production shall be curtailed or shutdown by a strike, work stoppage or other labour trouble at a plant of Seller or any of Seller's suppliers. If any of the foregoing events occurs, Seller may at its option (i) make deliveries of the Goods proportionate to production and/or postpone the shipment of the Goods to a reasonable time after the event has been remedied or (ii) give notice to Buyer within 20 days after the commencement of any such event that this contract is terminated and all rights and liabilities of Seller and Buyer shall cease and terminate, except with respect to Goods previously shipped or in Seller's inventory. Seller shall have no obligation to buy in the open market any article required by Seller to manufacture the Goods when the supplier thereof has defaulted in delivery.
- 5. Claims.** No Buyer claims shall be allowed if any of the Goods have been altered by Buyer. Promptly upon arrival of the Goods at Buyer's place of business, Buyer shall make reasonable efforts to inspect the Goods for any defects in conforming to the Goods to any written specifications furnished to Buyer by Seller ("Specifications"). If Buyer rejects any of the Goods because of Specification defects, Buyer shall submit written notice of rejection to Seller within 10 days after receipt of the Goods. Where Specification defects are not reasonably ascertainable by visual inspection or routine testing procedures at time of the Good's arrival at Buyer's place of business, Buyer shall submit written notice of rejection within 10 days after discovery of such defects or within 10 days after Buyer should have reasonably discovered such defects; provided that no such claims may be made later than 3 months following the Shipment Date. Goods shall not be returned without the prior written consent of Seller together with the allocation of a RAN which is referred to in Clause 3. All returned Goods shall include written notice stating the specific reason (s) for their rejection and shall be shipped by Buyer to Seller. Buyer must use the freight carrier nominated by Seller.
- 6. Warranties.** Seller warrants that all products will be free from any defects in materials and workmanship at the Shipment Date. All warranties, conditions and liabilities implied by law other than those which may not be lawfully excluded under Trade Practices Act 1974 or any Commonwealth, State or Territory legislation are hereby excluded. In any event, Seller liability in respect of the goods shall be limited to the cost of replacement or repair unless the same shall relate to personal injury or death and only then and if to the extent that the same shall arise out of Seller negligence.
- 7. Remedies and Damages.** Buyer's exclusive remedy for its timely rejection of non-conforming Goods or for any other failure of Seller to perform its obligations under this contract is (a) replacement by Seller at no cost to Buyer of nonconforming Goods within a reasonable time after the returned Goods are received by Seller in the same condition as they were received by Buyer or (b) if Seller is unable to replace non-conforming Goods with conforming Goods within 60 days after their return to Seller, repayment by Seller of all amounts paid by Buyer to Seller on account of the purchase price of the Goods and cancellation of any balance of the purchase price owing to Seller. SELLER SHALL NOT IN ANY CASE BE LIABLE TO ANYONE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER CLAIM OR ACTION EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges its damages are limited to those set out in this Clause 7 and expressly agrees that these damages constitute the exclusive remedy available to Buyer, and Buyer expressly waives all other remedies and measures of damages that might otherwise be available at law or equity.
- 8. Use of Goods/Indemnity.** The Goods are developed, designed and sold for research purposes only. THE GOODS ARE NOT TO BE USED FOR HUMAN DIAGNOSTIC OR DRUG PURPOSES OR TO BE ADMINISTERED TO HUMANS UNLESS EXPRESSLY APPROVED FOR SUCH PURPOSES BY THE APPROPRIATE REGULATORY AUTHORITIES IN AUSTRALIA OR ANY OTHER COUNTRY OF USE. Without limiting the foregoing, Buyer and its customers shall handle and use the Goods in conformity with (i) good laboratory practice, (ii) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies, and (iii) any patent or other proprietary rights of third parties. Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs and expenses of Seller, including reasonable legal fees and expenses, in any way relating to (i) any use of Goods not in compliance with the uses stated above, (ii) any failure of Buyer or any of its customers to comply with such good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the Goods, (iii) any violation or infringement of any patent or other proprietary rights of third parties by Buyer or any of its customers in the handling or use of the Goods, or (iv) and other use or misuse of the Goods by Buyer or any of its customers.
- 9. Taxes, Freight and Insurance.** Any freight or insurance charges paid by Seller and any sales, use and excise taxes, customs duty or impost, value added tax or similar taxes and retailers' occupation taxes payable or collectible by Seller in connection with the manufacture, sale or shipment of the Goods shall be in addition to quoted prices for the Goods, and Buyer shall reimburse Seller for same whether or not such taxes, freight or insurance charges are separately stated on the invoice.
- 10. Entire Agreement/Inconsistent Terms.** Except as provided in this Clause 10, this contract supersedes all other warranties, conditions, understandings, representations and statements, verbal or written, express or implied, and shall constitute the entire agreement with respect to the subject matter between Buyer and Seller. Orders submitted on Buyer's own purchase order form containing statements, clauses, terms or conditions modifying, adding to, repugnant to, or inconsistent with the terms and conditions in this contract shall be deemed accepted by Seller only if so stated in writing by a duly authorised signatory of Seller. Notwithstanding the acceptance of any of Buyer's terms by Seller, Buyer expressly agrees that terms accepted by Seller are accepted only with the understanding that the liabilities of Seller shall be determined solely by the terms and conditions stated in this contract and the accepted terms.
- 11. Notice of Nonacceptance.** All confirmation, invoices and other writings delivered to Buyer from Seller shall be deemed accepted by Buyer together with the terms and conditions set forth thereon unless Buyer gives written notice to Seller of Buyer's nonacceptance within 5 days of the date thereon.
- 12. Governing Law.** This contract shall be construed according to and governed by the laws of Victoria.
- 13. General.** (a) No amendment of any of the provisions of these terms and conditions shall be binding unless made in writing and signed by an authorised representative of both parties. (b) This contract shall not be assigned by either party without the written consent of the other. (c) Time shall be of the essence. (d) The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require performance at any time thereafter, and the waiver by either party of a breach of any provision of this contract shall not constitute a waiver of any succeeding breach of the same or any other provision.

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