

CONDITIONS OF SALE OF GOODS

1. Basis of Sale

All goods sold by Roche Diagnostics Australia Pty Limited (“Roche”) are sold only on the basis of these conditions of sale. If any other terms are proposed by buyer, these conditions prevail to the extent of any inconsistency and Roche will be deemed by delivering the goods to buyer to have made a counter-offer to sell the goods subject only to these Conditions. Buyer’s accepting delivery of the goods shall amount to an acceptance of that counter-offer. Orders received are subject to acceptance by Roche in writing or by performance. **Roche is only authorised to supply product for use in Australia and Papua New Guinea.** Goods sold by Roche may not be exported to any country except Papua New Guinea.

2. Prices

All prices and quotations are submitted without obligation and are subject to change without notice by Roche. Any re-sale prices shown in any price list issued by Roche are recommended prices only. Prices exclude delivery by air or road express as appropriate. Unless otherwise indicated a handling and delivery charge will be added to each order.

3. Ordering Procedures

- (a) Orders should be placed directly with Roche Customer Service. To ensure rapid processing of orders the buyer should furnish
 - (i) Purchase order number
 - (ii) Name and address of buyer for shipping and invoicing purposes.
 - (iii) Product catalogue number and name.
 - (iv) Quantity and pack sizes.
 - (v) Any special packaging and shipping instructions.
- (b) All purchase orders in confirmation of phone/fax orders must be marked “confirmation, do not duplicate”. (Return of duplicate shipments may not be accepted unless this advice is given.) All orders are subject to a minimum billing of \$100.

4. Terms of Payment

The purchase price for the goods must be paid by the buyer without deduction or set-off no later than **30 days from date of invoice** which is submitted to the buyer. Overdue amounts bear interest calculated daily at the Cash Rate, as published daily in the Australian Financial Review plus 500 basis points. Cheques are to be crossed, marked “Not Negotiable” and made payable to Roche.

5. Trade Marks, Packaging, etc.

- (a) Unless otherwise declared in writing at time of sale, goods sold by Roche must be resold in the original packages.
- (b) Where goods sold are sold under a registered trade mark, the buyer should note that Roche (and its related companies) will strictly enforce any rights (including the right to damages) in respect of any infringement of Roche Group trade marks arising in any manner whatsoever (including substitution, passing off or other improper use). Buyer must not itself use any logo, business name or intellectual property of Roche.

6. Instructions for Use, etc

All goods are sold on the condition that the buyer strictly follows Roche's Operating Instructions including manuals, pack inserts, material safety data sheets and Roche's instructions regarding safety and environmental procedures with respect to storage, handling, use and processing thereof and passes on such instructions to the buyer's customers.

7. Delivery and Passing of Risk

- (a) Risk in the goods shall pass to the buyer upon delivery of the same by Roche to the customer designated premises. Unless otherwise advised by the buyer, Roche will select the method of shipment of the goods. Where the buyer selects their own method of shipment, risk in the goods shall pass to the buyer when the goods leave Roche's premises.
- (b) Property and ownership in the goods will not pass to the buyer but will remain in Roche until payment in full of the purchase price of the goods and all other amounts owing to Roche by the buyer
- (c) Until property passes to the buyer:
 - (i) the buyer shall hold the goods as fiduciary bailee and agent for Roche;
 - (ii) unless otherwise notified in writing the buyer is authorised to sell the goods in the ordinary course of business, only within Australia and Papua New Guinea;
 - (iii) after giving forty eight (48) hours notice to the buyer Roche shall be entitled to enter upon the buyer's premises between 9:00 am and 5:00 pm to inspect the goods;
 - (iv) the goods shall be stored separately in a manner to enable them to be identified and cross referenced to particular invoices;
 - (v) the proceeds of sale of any goods by the buyer shall be kept in a separate account and shall not be mixed with any other moneys, including the funds of the buyer
- (d) If the payment of the goods is not made by the buyer to Roche within seven (7) days of the due date then the buyer shall deliver the goods to Roche on demand, In the event that the buyer does not comply with the demand within forty eight (48) hours of receipt Roche shall be entitled to enter upon the buyer's premises at any time to do all things necessary in order to take possession of the goods. The buyer shall be liable for all costs of whatsoever nature of and associated with the exercise of Roche's rights under this clause which shall be payable on demand.
- (e) The buyer acknowledges that if it should mix the goods with other products or items such that the goods are no longer separately identifiable then the buyer and Roche shall be owners in common of the new product.

8. Exclusions

- (a) Roche will not be liable for any loss or damage in transit.
- (b) Roche will not be liable for any failure to perform any contract due directly or indirectly to strikes, fire, explosions, flood, riot, lock-out, unavoidable accident, force majeure, or other cause beyond reasonable control.
- (c) Roche excludes, to the full extent to which it is entitled to do so by law, any and all implied conditions and warranties, together with any liability for any loss or damage, director indirect, suffered by the buyer including special, indirect, consequential damage and loss of anticipated profit.
- (d) Where goods are sold for the purpose of further use and processing prior to resale by the buyer, any recommendations by Roche as to such use or processing is for information only and Roche accepts no responsibility whatsoever for any claim by the buyer and/or the end-user in respect of the finished product incorporating the goods sold.

9. Return of Goods

- (a) Return of all goods must be authorised by Roche Customer Service within seven (7) days of receipt of goods.
- (b) No returns will be accepted by Roche unless a GRN (Goods Return Number) has been issue by Roche Customer Service.
- (c) **Freight charged for the return of goods shall be paid by the buyer except where the goods are recalled by Roche or where the goods are subject to a fault of manufacture or where the goods have been supplied in error by Roche.**

10. Claims

- (a) **All claims must be notified in writing within 7 days of receipt of goods.**
- (b) No adjustment will be allowed for out-dated material unless notice is received from the buyer within 7 days of receipt of goods. Roche reserves the right to replace out-dated material instead of allowing an adjustment.
- (c) If goods are ordered in error by the buyer and are accepted by Roche for return, a **10% restocking charge will be deducted from the adjustment given.**
- (d) No claims will be accepted by Roche unless the claim specifies the Tax Invoice no., date of Tax Invoice and basis of claim.

11. Taxes

Goods and Services Tax and any other impost applicable by law to the sale shall be to the buyer's account.