

Terms and Conditions of Sale

BioGill. Water Science Nature



TERMS AND CONDITIONS

For the SALE AND SUPPLY OF PRODUCTS FROM
BIOGILL OPERATIONS PTY LTD, AUSTRALIA.
January 2015.

1. Applicability

These Terms and Conditions apply to any and all agreements for the sales and/or supply of Product(s) by BioGill Operations Pty Ltd ("BioGill") to supersede any terms and conditions of the Purchaser.

2. Definitions

- 2.1 "Contract" shall mean any and all written agreements for the sale and/or supply of Product(s) from BioGill.
- 2.2 "Parties" shall mean BioGill and the Purchaser.
- 2.3 "Price" shall mean the price to be paid by the Purchaser for the Product(s) excluding Goods and Services Tax (GST).
- 2.4 "Product" shall mean the Product(s) as set out in the Contract.
- 2.5 "Purchaser" shall mean any and all party/parties entering into a Contract with BioGill for the sale and/or supply of Product(s) by BioGill.

3. Quotations

- 3.1 A quotation may be issued by BioGill in respect of any enquiry received from a prospective Purchaser for the sale and/or supply of Product(s) ("Quotation").
- 3.2 Unless previously withdrawn, a quotation is open for submission of an offer to the purchase by the Purchaser within 30 days only after the date of Quotation.

4. Contract

- 4.1 No contractual obligation shall arise until the Purchaser has accepted a Quotation for Product(s) or communicated to BioGill an order for Product(s).
- 4.2 The giving by the Purchaser of an order or acceptance of Quotation or the acceptance by the Purchaser of delivery of the Product(s) or any part thereof or any conduct by the Purchaser in confirmation of the transaction after receipt of an Order Confirmation shall constitute unqualified acceptance by the Purchaser of these terms and conditions.
- 4.3 BioGill reserves the right to impose a minimum order value for transactions which are to be placed on any credit account.

5. Price and Payment

- 5.1 Terms are strictly as per detailed on the invoice supplied by BioGill Operations Pty Ltd.
- 5.2 Price as listed or referred to in our price list are recommended only and there is no obligation to comply with the recommendation. The prices charged and

payable shall be the prices stated on the invoice supplied by BioGill Operations Pty Ltd.

- 5.3 Prices are subject to alteration without notice.
- 5.4 A Goods and Services Tax (GST) applies to all Product sold in Australia but is exempt to Product(s) exported overseas.
- 5.5 The placing of an order, signing of the invoice, delivery docket or manifest of product received, notwithstanding anything that may be stated to the contrary by the Purchaser including condition listed on an official purchase order, shall be constituted as acceptance of these Terms and Conditions of Sale.

6. Manufacture

Unless otherwise agreed in writing, BioGill shall manufacture and/or supply the Product in accordance with its own specifications and standards and using parts and manufacturing processes and techniques solely at its own discretion in line with its ISO9000 procedures.

7. Delivery

All deliveries of Product are Free On Board (FOB) and title to and risk of loss of Product shall pass from BioGill Operations Pty Ltd to the Purchaser at the manufacturing point located at 15/3 Box Road, Taren Point, NSW 2229, Sydney, Australia.

8. Transfer or Title

Product remains the property of BioGill Operations Pty Ltd and shall not pass to Purchaser until all outstanding balances are paid in full.

9. Returns and Claims

Product will only be accepted for return if prior notification has been approved by BioGill Operations Pty Ltd and within 30 days of receipt of Product.

10. Warranty

The Warranty conditions are specified in the Product Warranty Policy provided with the Product(s) and contained on the website www.biogill.com

11. Limitation of Liability

Except as expressly provided in Clause 10, BioGill shall have no obligations or liabilities whatsoever to the Purchasers in respect of the delivered Product(s) or any part thereof. Consequently, without limiting the generality of the above, BioGill shall under no circumstances be liable to the Purchaser for liquidated damages, loss of production, loss of profit, loss of revenue, loss of use, costs of capital, costs connected with interruption of operation or other consequential or indirect loss or damages arising out of or in connection with any order or Product(s) supplied.

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12. Force Majeure

If BioGill fails to fulfil the Contract due to industrial disputes or any other circumstances beyond its reasonable control, which BioGill could not have reasonably expected or taken into account and which consequences BioGill could not reasonably have avoided or overcome (including but not limited to fire, flood, power, blackout, earthquake, war or delays in deliveries by sub-contractors) it shall be regarded as a case for relief and BioGill will not be liable for any damages or any other relief or remedies.

13. Intellectual Property

13.1 No right or licence is granted to the Purchaser under any patent, copyright, registered design or other intellectual

property right except the right to use or resell the Product(s).

13.2 If the Product(s) is manufactured or incorporates any design or specification of the Purchaser, BioGill shall not be liable for any infringement of any intellectual property rights caused by the Product(s) or its use or sale by the Purchaser.

14. Applicable Law

Unless otherwise expressly agreed in writing, the Contract and these Terms and Conditions shall be governed by the laws of New South Wales, Australia.