

TERMS AND CONDITIONS

AGREEMENT

Bio-Strategy PTY Limited ("Bio-Strategy") agrees to supply the Customer with maintenance service of the equipment specified in the Schedule hereto including any additional equipment that may constitute an integral part thereof ("the Equipment").

TERMS OF AGREEMENT

- (a) This Agreement will be effective from the Commencement Date specified in the Schedule.
- (b) This Agreement will remain in force for the Initial Period specified in the Schedule hereto and thenceforth from year to year unless cancelled in writing by either party giving one month's notice.

SERVICE CHARGES

- (a) The Customer agrees to pay an annual service charge as specified in the Schedule hereto, in advance, upon receipt of an invoice from Bio-Strategy.
- (b) The Customer agrees that Bio-Strategy shall reserve the right to vary the annual service charge from time to time after the Initial Period of the Agreement.
- (c) Bio-Strategy will advise the Customer in writing of any variation in the annual service charge and the Customer may cancel the Agreement within one month of receiving the notice of the variation by advising Bio-Strategy in writing.

CONDITION OF SERVICE

This Agreement does not include the supply or installation of parts to replace parts which have been rendered inoperable as a result of one or more of the following events nor does it include the making of adjustments of any nature to the Equipment for the correction of faults caused by any one or more of the following events:- Accident, Misuse, fire, flood, negligence, power variance or failure, act of war, maintenance carried out by persons other than a representative of Bio-Strategy or failure to use the Equipment in accordance with the manufacturer's operating instructions.

PARTS

This Agreement does not include service calls relating to any malfunction of the Equipment which is proven to have been caused by events outside of Bio-Strategy's control and the Customer shall be liable for the cost of all service calls and replacement of parts resulting from such malfunction. This includes replacement of a part not manufactured or recommended by Bio-Strategy other than parts installed by qualified Bio-Strategy personnel.

REAGENTS

Where a problem occurs as a result of the poor quality of a reagent not supplied by Bio-Strategy as proven by Bio-Strategy's quality control evaluation of the reagent and where it is identified by Bio-Strategy that there is no malfunction of the Equipment the Customer shall incur the cost of service calls resulting from such problem.

LIMITATION OF LIABILITY

- (a) Save where the Customer is a consumer for the purposes of the Trade Practices Act ("the Act"), all warranties and condition implied by law are hereby expressly excluded and Bio-Strategy shall be under no liability to the Customer for any loss (including, but not limited to, loss of profits and consequential loss) or for any damages suffered by persons or damage to property or for death or injury caused by any act or omission (including negligent acts or omissions) of Bio-Strategy or Bio-Strategy's agents. Excluding Bio-Strategy or Bio-Strategy's agents being responsible at the time of damage or death or injury.

(b) Section 68A of the Act has the effect of enabling Bio-Strategy in certain cases, to limit its liability for a breach of certain of the conditions and warranties implied by the Act. To the fullest extent permitted by that Section and other similar legislation, Bio-Strategy hereby limits its liability for any breach of this Agreement to any one or more of the following as determined by Bio-Strategy in its absolute discretion:

(i) In the case of goods:-

- (a) the replacement or repair of the goods or the supply of equivalent goods; or
- (b) the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods and

(ii) In the case of services:-

- (a) the supplying of the services; or
- (b) the payment of the cost of having the services supplied unless the Customer establishes that it is not fair or reasonable for Bio-Strategy to rely on this sub-clause

MAINTENANCE AND SERVICE UNDERTAKING

Bio-Strategy shall provide appropriately trained personnel during the normal working hours of 9am to 5pm, Monday to Friday, public holidays excepted, to carry out the following in respect of the Equipment:-

- (a) Remedial Maintenance - Diagnosis and correction of product malfunctions which occur under normal use of the equipment;
- (b) Preventative Maintenance - Prevention of product failures and extension of useful life of products. This maintenance shall be performed according to procedures recommended for the product and shall be performed during the term of this Agreement on a schedule mutually agreed upon between the Customer and Bio-Strategy;
- (c) Replacement Parts - If this Agreement relates to Labour and Parts, the supply and installation of all replacement parts which become inoperable under normal use necessary to the satisfactory operation of the Equipment but parts listed in the Schedule of Exclusions hereof shall not be covered by the Clause.

ENTIRE AGREEMENT

- (a) This Agreement constitutes the complete and entire Agreement between the parties with respect to the Equipment and supersedes all prior claims made with respect to the Equipment;
- (b) No other terms and conditions shall be included or implied unless detailed in the Schedule to the Agreement

ACCEPTANCE BY BIO-STRATEGY TECHNICAL SERVICES

This Agreement will not be binding on Bio-Strategy until accepted by Bio-Strategy authorised personnel.

SCHEDULE OF EXCLUSIONS

Electrodes, Pipettes, Print Heads and Fluid Tubing.