



Bio-Strategy PTY Limited Terms and Conditions of Sale

Acceptance of Orders

1. We, Bio-Strategy PTY Limited will supply you, the customer, with goods on these terms only unless we have agreed in writing to different terms.
2. We will not be bound by any representations that we may make unless they are in writing.

Price

3. The price of the goods:
 - 3.1 Will be our current prices at the date of delivery unless we have quoted a firm price;
 - 3.2 Always exclude GST and freight costs; and
 - 3.3 May be increased if we incur higher freight, insurance or import charges or higher foreign exchange costs after the order is placed or if we incur extra costs because you did not provide us with information or licences by the time we required.
4. When we have quoted a firm price and no period of effectiveness is given, and then the price will only apply for 30 days from the date of the quote.

Payment

5. Unless otherwise agreed to in writing by the Company, you must pay us by the 20th of the month following the date of our invoice. If you do not, we will be entitled to:
 - 5.1 Defer supplying you with any more goods;
 - 5.2 Charge you interest on the amount owing to us at the rate of 5% above our banker's commercial overdraft interest rate applying at the time payment was due;
 - 5.3 Treat the contract as having been cancelled by you.

Title and Risk

6. Goods are at your risk as soon as they have been delivered to you;
7. We remain the owners of the goods we supply you until you have paid in full all amounts that you owe to us for all the goods we have supplied to you;
8. While we are the owners of the goods,
 - 8.1 you will always keep the goods clearly identified as our property;
 - 8.2 we will still own the goods even if you repackage them;
 - 8.3. if you mix the goods with other material, we will own a share of the mixture that equals the proportion that the cost of our goods bears to the total cost of materials comprising the mixture;

8.4 you may sell the goods only if you keep enough of the sale proceeds to pay us for the goods in a separate bank account in trust for us;

8.5 you licence us to enter any of your premises during normal business hours to repossess the goods while you owe us money. You cannot revoke this licence.

8.6 The fact that we own the goods will not affect our right to sue you for the price you do not pay us on time. We have no obligation to accept returned goods instead of being paid for them. We have no obligation to do anything to limit any loss we might suffer if you do not pay us on time.

Delivery

9. If you have specified a delivery date, we will try and deliver the goods to you by that date. However;
 - 9.1 we will be entitled to deliver the goods to you after the agreed delivery date or cancel the contract without being liable to you in any way if the delay in delivery is in respect of causes outside our control;
 - 9.2 we may deliver the goods to you by installments in any quantities and each delivery will be a separate contract independent from the other deliveries.
10. You may not refuse to accept delivery of goods except where we have agreed in writing.
11. We will only be liable to you for shortfalls, losses, damage or failure to meet specifications where you have notified us of those matters within 7 days of taking delivery.
12. Goods which do meet your order may not be returned to us unless:
 - 12.1 We have agreed in writing that they may be returned; and
 - 12.2 You have not had the goods for more than 14 days; and
 - 12.3 The goods' containers have not been opened nor have their packaging been damaged in any way; and
 - 12.4 You will pay for the cost of returning the goods; and
 - 12.5 You will pay our handling fee.
13. We will freight the goods to you "FOB" (as that term is defined in the latest "INCOTERMS") unless we agree otherwise in writing. In the event that we agree to freight the goods to you other than FOB, the provisions of the INCOTERMS shall apply to the freighting of the goods, subject always to these Terms and Conditions.

Please sign _____

Exclusions and Limitations to our liability

14. Where we are permitted by law, we exclude or contract out of all statutory conditions, guarantees and warranties.

15. We give all technical advice or assistance entirely at your risk.

16. We warrant only that the goods comply with our specifications where we are the manufacturer or that they comply with the manufacturer's specifications where we are not the manufacturer.

17. All descriptions of the goods are only to enable their identification and do not mean that the sale of the goods is a sale by description.

18. We will not be liable to you for any direct or indirect loss in respect of the goods or for any delay or failure to supply the goods except where it is due to our gross negligence or willful default. However, our liability to you in that instance is limited to the amount that we may receive from the manufacturer if we are not the manufacturer or to the sale price of the goods where we are the manufacturer.

Safety

19. You will comply with all health and safety laws and with all of our instructions in regard to the storage, handling and use of the goods and to bring all warnings supplied by us to the attention of all persons who might be at risk from the goods and will indemnify us for all our costs in respect of claims made against us except where those claims are directly caused by our gross negligence or willful default.

Intellectual Property

20. All our trademarks or other intellectual property rights in respect of the goods remain our property and you may not use, remove, interfere with or alter them in any way.

21. We make no representation that the goods will not infringe the intellectual property rights of any other person and will not be liable for any costs that you may incur as a result. You will notify us immediately if you receive a claim from a person alleging that it is the owner of any intellectual property rights relating to the goods and if we consider ourselves to be affected, we shall be entitled to completely control the defence or settlement of the claim.

Assignment

22. You may not assign your rights or delegate your performance under this agreement without our consent in writing.

Proper Law

23. These conditions shall be interpreted and governed by the law of NSW, Australia.

Arbitration

24. We may refer any disputes between us to an arbitrator who shall be a person appointed by the President of the New Zealand Chamber of Commerce.

Please sign _____