
Human Genetic Signatures Pty Ltd
(Trading as “Genetic Signatures”)

TERMS AND CONDITIONS

1. CONTRACT FOR SALE

- 1.1 These Terms and Conditions and any other terms and conditions incorporated by reference into these Terms and Conditions apply to all orders for and purchases of any products (the *Products*) supplied to you and any services to be performed for you (including any information provided to you in connection with the performance of any services) (the *Services*) by Human Genetic Signatures Pty Limited (*the Supplier, trading as “Genetic Signatures”*) to you and form the sole agreement between the Supplier and you. Any terms and conditions contained in previous offers or relating to any Products or Services previously purchased by you, any statements, representations or conduct made or done prior to entering into these Terms and Conditions are excluded from these Terms and Conditions.
- 1.2 Any special conditions set out in an invoice issued to you for your purchase shall override these Terms and Conditions to the extent of any inconsistency.
- 1.3 The Supplier may amend these Terms and Conditions at any time. You should therefore review these Terms and Conditions prior to placing each order.
- 1.4 By placing an order for Products or requesting that the Supplier performs Services for you, you agree to be bound by these Terms and Conditions.

2. ORDERS

- 2.1 The depiction or description of the Product or Services on this website, whether visual or textual, and any depiction or description of any Products or Services provided by the Supplier is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise until the Supplier notifies you that your order is accepted.
- 2.2 No acceptance of your order or confirmation of the Supplier’s offer to sell shall be taken to arise from:
- (a) a notice generated by this website acknowledging that your order has been received by the Supplier for processing; or
 - (b) a notice sent by the Supplier to you, by whatever means, to confirm your order and verify the identity or other details relating to you.

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- 2.3 The Supplier reserves the right to accept or decline your order at any time and for any reason, or to require you to provide additional verification or information associated with the order.

3. DELIVERY OF PRODUCTS OUTSIDE AUSTRALIA

In the event that you request that the Supplier deliver the Products to you to a destination outside of Australia you agree that compliance with all laws and clearance of customs, quarantine and any other regulatory authorities in the country of destination is your sole responsibility.

4. PRICES

- 4.1 You must pay to Supplier for the Products and Services that you order the then current prices plus delivery costs (where applicable) in Australian Dollars as advertised by Supplier on this website from time to time. The current price will be the Supplier's price at the time that your order is accepted by the Supplier.
- 4.2 All payments made by you to the Supplier must be made in Australian Dollars unless specifically agreed otherwise in writing with the Supplier.
- 4.3 For your convenience a currency converter operated by a company independent of the Supplier may be accessed via this website to assist you in calculating the approximate cost of the Products or Services in your domestic currency. You acknowledge that the exchange rates used in that currency converter may not be the same rates as the exchange applied to your transactions by your financial institution and that the Supplier will not be liable in any way to you in relation to any difference in the exchange rate applied by your financial institution compared to that applied by the currency converter or for any error or omission which occurs during the use or operation of the currency converter.

5. PAYMENT

- 5.1 Supplier will invoice you in respect of each order for the Products or Services sold to you. You must pay all invoices (without deduction):
- (a) by credit card; or
 - (b) by direct deposit into a bank account nominated by the Supplier if agreed in writing with the Supplier; or
 - (c) according to the terms of a credit application agreed to in writing with the Supplier.

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- 5.2 If you are to make payment by credit card, the Supplier will charge your credit card on acceptance of your order.
- 5.3 Credit terms will only be available at the absolute discretion of the Supplier, upon approval of a credit application submitted by you.
- 5.4 Without limiting clause 7.4, if any payment is not made within the agreed periods, then Supplier is entitled to:
- (a) refuse to make any further supply of Products or Services to you;
 - (b) demand and receive immediate payment of any invoice issued to you whether payment is then due or not;
 - (c) charge interest at 5% above commercial rates, calculated on a daily basis from the due date until payment is made, or until judgment, as the case may be; and
 - (d) recover possession of all Products to which it has retained title under clause 7.4 in which case the Supplier will credit you with any part of the price paid by you to the Supplier in respect of those Products.

6. GST

- 6.1 Capitalised terms in this clause have the same meaning as that contained in the *A New Tax System (Products and Services Tax) Act 1999 (Cth)*.
- 6.2 If GST is payable on a Taxable Supply made under, by reference to or connection with these Terms and Conditions, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.
- 6.3 Any reference in the calculation of Consideration under these Terms and Conditions to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

7. PASSING OF PROPERTY AND RISK

- 7.1 The risk of loss or damage to the Products shall pass to you at the time that the Products first arrive at the delivery destination nominated by you.
- 7.2 Title to the Products shall remain with the Supplier until all money owing to the Supplier by you has been paid in full (whether such money is payable in respect of those particular Products or any other Products which have been supplied to you by the Supplier).
- 7.3 Until such time that you have paid in full all money owing to the Supplier for the Products, the following applies:
- (a) you shall store the Products in a manner which identifies them as the Supplier's Products;

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- (b) you shall hold the Products as bailee for the Supplier subject to its right to deal with the Products in the ordinary course of your business;
 - (c) you shall indemnify the Supplier against any claim arising out of the possession, use or disposal of the Products by you or repossession or attempted repossession by the Supplier; and
 - (d) you shall ensure that at all times you maintain insurance which covers loss of or damage to the Products which you hold as bailee for Supplier in accordance with (b) above.

7.4 If:

- (a) a payment is not paid in accordance with these Terms and Conditions;
- (b) you commit any other breach of these Terms and Conditions;
- (c) the Supplier receives notice of or reasonably believes that a third person may attempt to levy execution against the Products; or
- (d) an Insolvency Event occurs (as defined in Clause 7.5),

then the Supplier may at any time, without notice to you and without prejudice to any other rights which it may have against you:

- (i) terminate any contract of sale and the bailment referred to in Clause 7.3;
- (ii) enter upon any premises owned or occupied by you where the Supplier reasonably believes the Products may be stored and repossess the Products without being liable for any damage caused.

7.5 The term Insolvency Event means any one or more of the following events:

- (a) Except for the purposes of a solvent reconstruction or amalgamation previously approved by the Supplier in writing:
 - (i) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting or an application to a court or other steps are taken for the winding up, dissolution, official management or administration of you; or
 - (ii) you enter into any arrangement, compromise or composition with or assignment for the benefit of your creditors or any class of them.
- (b) You cease, suspend or threaten to cease or suspend the conduct of your business or dispose of or threaten to dispose of your assets other than in the ordinary course of your business.
- (c) You are, or are deemed under any applicable legislation to be, unable to pay your debts when they fall due (other than as a result of the failure to pay a debt or a claim the subject of a good faith dispute) or stop or suspend or threaten to stop or suspend the payment of all or any class of your debts.
- (d) A receiver, a receiver and manager, administrative receiver or similar officer is appointed to you or any part of your property or a distress, attachment or other form of execution is levied or enforced.

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- (e) (In the case of a natural person) you commit an act of bankruptcy.

8. ALTERATION OR CANCELLATION OF ORDER

- 8.1 Orders may not be altered or cancelled after the order has been accepted by the Supplier without the written consent of the Supplier. If the Supplier agrees to alter or cancel the order, you shall pay to the Supplier any loss, damage and expense incurred in relation to the cancellation of that order.
- 8.2 Subject only to any warranty implied by the *Trade Practices Act 1974 (Cth)* or regulation which confers a right which cannot be modified or excluded by agreement, the Supplier will not accept returned Products unless such return has been previously authorised by the Supplier.

9. DIMENSIONS, PERFORMANCE DATA AND OTHER DESCRIPTIVE DETAILS

- 9.1 Photographs, drawings, illustrations, weights, dimensions and any other specifications or particulars accompanying, associated with or contained in this website describe generally the Products and Services available from the Supplier but are subject to alteration without notice and the Supplier is not bound as to the details or the accuracy thereof.
- 9.2 Any performance data provided by the Supplier is an estimate only and is valid only to the extent to which it is related to and based on information given in writing by you to the Supplier prior to entering into a contract of sale and on no other information, knowledge, representation, facts or opinion, however given or expressed.
- 9.3 Notwithstanding that the Supplier may assist you to reach a decision with respect to the purchase of the Products and Services (whether by way of representation, statement, information or advice, and whether of a technical nature or otherwise), it is hereby agreed that responsibility for the final decision to purchase shall rest in all respects solely with you.

10. LIMITATION OF LIABILITY

- 10.1 All implied conditions and warranties are excluded to the maximum extent permitted by law.
- 10.2 Subject to clause 10.1:
- (a) the liability of the Supplier for a breach of a condition or warranty that by law cannot be excluded is limited, at the Supplier's option to:
 - (i) the replacement or repair of the Products; or
 - (ii) the supply of equivalent Products; or
 - (iii) the cost of replacing or repairing the Products or of acquiring equivalent Products; or

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- (iv) in the case of Services, the re-supply of the Services or the cost of re-supplying the Services; and
 - (b) to the maximum extent permitted by law, the Supplier is not liable for:
 - (i) any loss or damage to the Products resulting from any act or omission on the part of you or your employees, contractors or agents; or
 - (ii) any loss or damage (of whatever nature) suffered by you as a result of any loss or damage to any information or materials sent by you to the Supplier in connection with or the purpose of the performance of Services by the Supplier; or
 - (iii) any special, consequential, direct or indirect loss or damage or loss of profits or loss of data incurred by you in connection with the supply of Products or the performance of the Services under a contract of sale or any act or omission (including negligence) on the Supplier's part however caused.

11. INDEMNITY

- 11.1 You indemnify and hold harmless the Supplier and its officers, employees and agents from and against all actions, claims, proceedings or demands which may be brought or made against it or them or any of them in respect of any loss, injury, or damage arising out of any breach of these Terms and Conditions by you or your employees, contractors and agents or any negligent act or omission of you or your employees, contractors or agents and from and against all damages, costs and expenses incurred in defending or settling any action, claim, proceeding or demand arising from such breach, act or omission.
- 11.2 Without limiting clause 10, the Supplier expressly disclaims responsibility for:
- (a) any Products that are:
 - (i) damaged by accident;
 - (ii) not stored or used by you in accordance with
 - (A) the User Guide accompanying the Product,
 - (B) any additional instructions issued by the Supplier, or
 - (C) any applicable Australian Safety Standards and Guidelines;
 - (iii) delivered to the address provided by you, where that address proves to be incorrect;
 - (b) any loss suffered by you as a result of incorrect, inaccurate or incomplete information having been supplied by you to the Supplier in or in connection with an order or for the purposes of the Supplier performing Services for you; and
 - (c) any use of the Products, Services or any thing created or generated as a result of, or in the course of, the performance of the Services for you by the Supplier other than as permitted by these Terms and Conditions.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 The term "Intellectual Property" means any intellectual property, whether protectable by statute, common law or in equity, including without limitation all copyright, inventions, discoveries, improvements, information, data, compounds, formulae, patents, designs (whether or not registrable), registered and unregistered trade marks, circuit lay-out designs and rights in relation to circuit layouts, know how, goodwill and confidential information.
- 12.2 All Intellectual Property in or otherwise in or in connection with the Product and the Services provided by the Supplier whether in existence prior to the ordering of the Products or Services by you or which may come into existence at any later time is the sole and exclusive property of the Supplier.
- 12.3 If in connection with any Products supplied to you or Services performed for you under these Terms and Conditions, you or any of your employees, agents contractors or any other person on your behalf develops inventions, improvements, or know-how or creates any copyright materials related to or connected with the Products or Services, you shall assign and hereby assign to the Supplier, without further consideration, all present and future right, title and interest in, to and in connection with such inventions (including patents or patent applications in any country), improvements, know-how, or copyright. You further agree to cooperate with the Supplier and execute documents and take actions as is necessary to enable the Supplier to protect its right, title and interest in such inventions, improvements, know-how, or copyright materials including but not limited to procuring assignments in favour of the Supplier of any such intellectual property from any other person who owns any rights in relation to that intellectual property.
- 12.4 You indemnify the Supplier for any breach by you of the Supplier's Intellectual Property rights.

13. USE RESTRICTION: RESEARCH AND DEVELOPMENT

- 13.1 The Products and information supplied to you and Services performed for you by the Supplier are for use by you for research and development purposes only. You must not resell, offer for sale or otherwise deal in the Products or information or any thing created as a result of, or in the course of, the performance of Services for you by the Supplier or use the Products or information for any purpose other than research and development without the written permission of the Supplier and subject to any additional terms imposed by the Supplier.
- 13.2 You will hold any proceeds arising from a sale of the Products, information or any thing created as a result of, or in the course of, the performance of Services for you by the Supplier in contravention of clause 13.1 on trust for the Supplier.
- 13.3 You acknowledge that the Products and Services are not of a kind ordinarily acquired for private use or consumption and that you are not acquiring the goods for the purposes of re-supply or commercial use but for the purpose of scientific research and development only.

14. FORCE MAJEURE

Neither party will be liable for any delay or failure to perform its obligations under these Terms and Conditions (other than an obligation to pay all or any part of the purchase price or other fees payable under an order) if such delay is due to an event beyond the reasonable control of that party.

15. CREDIT INFORMATION ABOUT YOU

- 15.1 You hereby authorise the Supplier, in accordance with the *Privacy Act 1988* (Cth), to:
- (a) disclose commercial credit information about you, and if you are a company, about your directors and officers, provided to the Supplier in an order or a credit application:
 - (i) to a credit reporting agency for the purpose of obtaining and maintaining a credit information file; or
 - (ii) to a credit provider other than the Supplier or to credit reporting agency, for the purposes of collecting outstanding amounts owed by you to the Supplier;
 - (b) collect commercial credit information about you, and if you are a company about its directors and officers, for purposes associated with analysing the credit worthiness of you from time to time.
- 15.2 You acknowledge that you have read the Supplier's Privacy Policy which is displayed on this website and that you agree to the storage, use and disclosure of your personal information in accordance with the terms of that Privacy Policy.

16. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under these Terms and Conditions will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

17. GOVERNING LAW

- 17.1 The laws of New South Wales, Australia govern these Terms and Conditions and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
- 17.2 If a provision of these Terms and Conditions or a right or remedy of a party under them is invalid or unenforceable in a particular jurisdiction:
- (a) it is read down or severed in that jurisdiction only to the extent of the invalidity or unenforceability; and
 - (b) it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.