Terms and Conditions of Supply

AUSTRALIAN BIORESOURCES PTY LTD (ABN 14 130 190 680) TERMS AND CONDITION OF SUPPLY

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1 Formation of Contract

1.1 Whenever You place an order for Animals and /or Services using one of the Order Forms that can be found at www.abr.org.au/ordering , or using the StuartWEB interface, You are offering to acquire the Animals and the Services on these Terms. You must also have completed and received approval for Your Account Application Form before placing an Order.

1.2 When ABR accepts Your order for Animals and/or Services by sending you a Confirmation of Your order, it does so in accordance with these Terms and a Contract is formed at that time therefore You and ABR are obliged to do the following in accordance with these terms:

1. ABR agrees to fulfil Your order for Animals and Services from the Commencement Date; and
2. You agree to pay the Charges when due in consideration of the provision of the Animals and Services the subject of Your order.

2. Standards applying to the Services

2.1 The Services will be performed to the following standards, namely:

1. each cage housing Animals will be isolated from the other cages, and maintained at certain predetermined temperatures;
2. the containment level in each bio-bubble will be at PC2 level of containment; and
3. the environment in the bio-bubbles will at all times be monitored by ABR's computer system and the breeding will be monitored by the STUART software system specifically developed for this purpose.

2.2 ABR may refuse to carry out the Services (or any part of them) if in ABR's reasonable opinion the carrying out of the Services may prejudice other Animals being kept for other customers at the Facility or there are technical feasibility issues with provision of the Services or the Animals. ABR will notify You immediately if ABR is unable to provide the Services (or any part of them).

2.3 ABR will use its reasonable endeavours to carry out all of the Services using industry best practice.

3 Notification

3.1 If Your Animals are affected by an Incident, ABR agrees to give prompt notice by email to You providing details of the Incident and also to telephone the Your Authorised Representative advising that an Incident has occurred in relation to Your Animals.

3.2 Upon receipt of the notification the You must determine whether or not the affected Animals - should be removed from the Facilities and You shall promptly notify ABR by email and by telephone of the Your decision in that regard.

3.3 You may collect Animals from the Facility as an alternative to ABR arranging delivery to Your premises, provided that You have provided ABR with 5 Business Days' notice by email.

4 Charges

4.1 You must pay the Charges for the Animals and Services within 30 days from the date of ABR's invoice without set-off, counterclaim and free of withholding. You must make the payment due electronically to a bank account nominated by ABR unless otherwise directed by ABR.

4.2 ABR may increase the Charges from time to time, however the Charges current when a Confirmation of Purchase is sent will bind the parties in respect of the relevant order.

4.3 Goods and Services Tax

1. Definitions

In this clause:

1.

   a. GST has the meaning given to it in the GST Legislation;
   b. GST Legislation means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
   c. words that are defined in the GST Legislation have the meaning given in that legislation.

2. Consideration is GST-exclusive

   Unless otherwise specified, all amounts, prices, values or other sums nominated on the Website or in the course of You completing the Order Form are exclusive of GST and must

be calculated without regard to GST.

3. GST payable on taxable supply

   If a supply made under these Terms is a taxable supply, the recipient of that taxable supply must, in addition to any other consideration, pay to the other party the amount of GST in respect of the supply provided the supplier must give to the recipient a Tax Invoice for the taxable supply.

5 ABR's Responsibilities

5.1 ABR is responsible for:

1. operating and maintaining the Facility;
2. ensuring that its Personnel meet the obligations relating to Confidential Information; and
3. operating and maintaining the Facility; and
4. taking all reasonable precautions to maintain Your Animals during the period that they are housed in the Facility

6 Termination

6.1 ABR may terminate a Contract if You fail to pay any amount due for payment under Contract within 20 Business Days of notice to You that the amount is due and unpaid.

6.2 Either party may terminate a Contract if the other party commits a breach of the Contract that is capable of remedy, and fails to remedy the breach within a 20 Business Days of written notice to do so, or, if the breach is incapable of rectification, then the other party may terminate the Contract immediately by email.

6.3 Either party may terminate a Contract immediately by email if the other party is the subject of a bankruptcy order, or becomes insolvent, or makes an arrangement or composition with or assignment for the benefit of its creditors, or goes into liquidation (either voluntary or otherwise), or has a receiver or administrator appointed over its assets.

6.4 If a Contract is terminated then each party must within 20 Business Days of the date of termination deliver to the other all documents and other property embodying any Confidential Information.

6.5 If a Contract is terminated by either party then the Client will take all reasonable steps to remove its Animals from the Facility within 40 Business Days of service of the written notice terminating that Contract.

7 Intellectual Property Rights

7.1 ABR warrants that any software it proposes to use at the site for the monitoring of the Animals does not infringe any intellectual property rights of any third party.

7.2 ABR must notify You in writing immediately of any claim made or action or threatened or brought against ABR arising from an infringement or alleged infringement of a third party's intellectual property rights that relates to provision of the Services or Animals.

8 Limitation on Liability

8.1 Remedies for warranties implied by law

1. All implied conditions and warranties, except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause 8.1 to be void (Non-excludable Condition), are excluded from these Terms.
2. The liability of ABR to You for breach of any Non-excludable Condition or for breach of a consumer guarantee provided for in the Australian Consumer Law 2010 (Cth) that cannot be excluded is limited, at the option of ABR (and in accordance with any applicable ABR policy) if the breach relates to:
    a. Services: the resupply of, or payment of the cost of resupplying, the Service; and
    b. goods:
        i. the replacement of the goods or the supply of equivalent goods; or
        ii. the repair of the goods; or the payment of the cost of replacing the goods or of acquiring equivalent goods; or
        iii. the payment of the cost of having the goods repaired.

c. Clause 8.1 does not apply to a breach of the statutory guarantee in the Australian Consumer Law 2010 (Cth) or any other Non-excludable Condition or statutory guarantee which cannot lawfully be limited in the manner contemplated by clause 8.1(1) and clause 8.1(2) above.

8.2 ABR's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in connection with a Contract on these Terms will be limited to the Charges in respect of the Contract.

8.3 ABR will not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business or anticipated savings or for any indirect, special or consequential loss whatsoever.

8.4 You indemnifie ABR and its Personnel against all liabilities (including legal fees) that may be incurred by ABR as a result of any claim, action, demand or proceedings threatened, made or commenced by a third party for loss suffered by a third party as a result of:

1. defect in any equipment or Animals provided by You at the Facility;
2. use of the Facility by You at any time ;
3. any act of ABR carried out pursuant to Your instructions ;
4. any act or omission by You (including Personnel); or
5. any infringement by ABR of any intellectual property rights of a third party.

8.5 The indemnity in clause 8.4 to which ABR is entitled, will also be held by the ABR to the benefit of and will extend to protect each of ABR's Personnel.

8.6 ABR will not be liable for any delay in performing its obligations under a Contract where such delay is caused in whole or in part by You.

9 Force Majeure

9.1 Neither party is in breach of this agreement or is liable to the other party for any loss incurred by that other party as a direct result of a party (Affected Party) failing or being prevented, hindered or delayed in the performance of its obligations under this agreement where such prevention, hindrance or delay results from a Force Majeure Event

9.2 If a Force Majeure Event occurs, the Affected Party will be entitled to:

1. a reasonable extension of time for performing its obligations under the agreement, however, the Affected Party must continue to use all reasonable endeavours to perform those obligations, or
2. if the Force Majeure Event prevents a party from fully or partly performing any obligation under this agreement (except an obligation to pay money), the Affected Party's obligation to perform that obligation is suspended while the Force Majeure continues.

9.3 The performance of the affected obligations must be resumed as soon as practicable after the Force Majeure Event is removed or has ceased

If the delay due to the Force Majeure Event continues for more than three (3) months the Non-affected Party may terminate this agreement in accordance with its terms.

10 Dispute Resolution

Should there be a dispute between ABR and You concerning a matter arising from or in connection with a Contract, You and ABR will use reasonable endeavours to settle the dispute in accordance with the dispute resolution set out below.

10.1 All disputes of a Contract will be resolved as follows:

1. within 14 days of the dispute both parties will appoint an authorised person to meet with the view to resolving the dispute;
2. if the dispute is not resolved in accordance with within 7 days of the meeting held in accordance with this clause, senior managers of both parties will meet to resolve the dispute; and
3. if the dispute is not resolved in accordance with clause 10.1(1) or 10.1(2) the matter will be referred to mediation within 7 days of the date of the last meeting.

10.2 If a matter is referred to mediation:

1. any meetings organised will be held in Sydney or such other place as may be agreed subsequently by the parties;
2. the parties agree to pay costs as directed by a mediator; and
3. both parties may be represented by a duly qualified legal practitioner.

10.3 Either party may commence court proceedings relating to any dispute arising from a Contract at any time where the party seeks urgent interlocutory relief.

11 Publicity

Each party must obtain the other party's prior consent before publishing anything in connection with the subject matter of a Contract.

12 Notices

12.1 All notices given under this Agreement must be delivered by email to the email address set out on the Account Application Form.

13 Law

These Terms and any Contract are governed by and construed in accordance with the laws of New South Wales.

14 Assignment

You may not transfer or assign Your obligations under any Contract without ABR's prior written consent.

15 Request to Destroy

If You wish to destroy your material(s) stored with the ABR (e.g. frozen lines) in relation to certain Services, the Client must submit a written request to ABR authorising this destruction, in the form required by ABR

16 Definitions

Account Application Form means the form covering invoicing and payment arrangements of the Charges for the Animals or Services that can be found at Download Account Application Form ABR must approve the account application before any Animals or Services are provided.

Animals mean mice.

Charges means the charges for the Animals and/or Services set out on the price list on the Website www.abr.org.au/ordering/price-lists

Commencement Date means the date set out in the Confirmation of Order.

Confidential Information means:

1. Information relating to the facilities, the customers and business.
2. All information disclosed by each party to the other.
3. All other information marked confidential or which a party is advised in writing at the time of disclosure should be treated as confidential.

Contract means the agreement formed by You and ABR using the process described in Section 1 of the Terms in respect of the subject matter in an Order Form and corresponding Confirmation of Purchase.

Facility means the facilities 9-11 Lackey Road at Moss Vale

Force Majeure means any act, event or cause (other than lack of funds) which is beyond the reasonable control of the affected party.

GST means Goods and Services Tax under a *New Tax System (Goods and ServicesTax) Act 1999* (Cth).

Incident means an incident which materially affects the Services provided byABR pursuant to a Contract.

Order Form means a communication using the online form or PDF form on the Website from a Customer requesting that ABR provide Animals and/or Services.

PC2 level of containment means the standard defined by the Office of Gene Technology Regulator for containment purposes under the Gene Technology Act 2000 (Cwth).

Personnel of a party, means the officers, employees, agents and contractors of that party.

Services means the services offered by ABR described at www.abr.org.au and provided by ABR in accordance with these Terms.

You and Your means the organisation entity identified in the Order Form and the Account Application Form.

Website means www.abr.org.au