

Aim Lab Automation Technologies Pty Ltd

OEM CUSTOMER TERMS AND CONDITIONS OF SALE

1. Definitions

In these terms and conditions, 'ALAT' refers to Aim Lab Automation Technologies Pty Ltd and the 'OEM Customer' refers to the company, organisation or person using product manufactured by ALAT as a component in their own finished product.

2. Application of Terms

These terms govern the supply of goods and services by ALAT to the OEM Customer. They supersede all prior representations and agreements and override any inconsistent terms unless agreed to in writing by ALAT.

3. GST, Sales Tax & Duty

Where applicable, GST will be charged to the OEM Customer. Sales Tax & Duty, if applicable, of the OEM CUSTOMER's country will be the responsibility of the OEM Customer.

4. Prices

Prices are valid from a specified validity date, and are in the currency specified in the quotation.

5. Information and drawings

All descriptive and technical specifications, illustrations, drawings, data, dimensions, and weights contained in brochures and literature are typical only and are subject to change without notice. These details do not form part of the quotation unless specified by ALAT in writing.

6. Order

ALAT may refuse to accept an order. If an order has not previously been accepted, supply of goods and services will constitute acceptance.

7. Cancellation

i) No cancellation or suspension of any order or part thereof by the OEM Customer shall be binding on ALAT unless accepted in writing by a duly authorised officer of ALAT.

ii) In the event of ALAT agreeing to suspend or cancel an order or part thereof, ALAT reserves the right to demand what it considers to be a fair or reasonable price and/or compensation, at ALAT's option.

8. Delivery and Transportation

(i) ALAT will use its best efforts to supply goods and services by dates identified in accepted orders but does not represent or warrant that it will do so.

(ii) ALAT will arrange transportation of goods to the OEM Customer at the OEM Customer's cost.

(iii) ALAT may allow an OEM Customer to arrange transportation at ALAT's discretion.

9. Payment

(i) The OEM Customer must pay the amount invoiced and any GST and fees within the time specified in the quotation unless otherwise agreed and confirmed by ALAT in writing. ALAT reserves the right to withhold any goods from the OEM Customer until they have paid all outstanding debts on underlying and other agreements.

(ii) The OEM Customer must pay interest on overdue amounts calculated daily at an annual rate being the Westpac Corporation Business Overdraft Rate plus 3% from the due date to the date of payment.

10. Risk and Title

Risk in goods passes to the OEM Customer on collection from our works. Title in goods passes to the OEM Customer on payment in full for goods. Until full payment, the OEM Customer holds the goods as a bailee of ALAT. The OEM Customer owes fiduciary obligations to ALAT in respect of goods until full payment is received. At any time before full payment is received, ALAT may enter the premises of the OEM Customer and take possession of the goods. The OEM Customer must pay to ALAT the proceeds of sale of any goods for which ALAT has not received payment and the OEM Customer holds those proceeds in trust for ALAT until paid to ALAT.

11. Warranty

(i) ALAT warrants its products to be free from defects materials or workmanship for a period of 15 months from the date of invoice unless otherwise stated. It covers all parts that can be reasonably considered to be non-consumable as well as the labour to repair and/or replace these parts. It does not cover freight to and from the OEM Customer's site to ALAT's repair location or travel and living expenses if repairs are effected on site, insurance on the shipment while in transit, consumable parts or damaged parts (whether caused by shipping or the operator). Warranty also does not include preventative maintenance servicing of equipment. Parts replaced under warranty become the property of ALAT.

(ii) Consumables or components that come in contact with heat, reagents, chemicals or samples are warranted for defects for a period of 30 days from the date of supply.

(iii) Components or modules sourced locally to fulfill an OEM Customer's order such as computer systems will be warranted by the local supplier according to their respective warranty conditions unless otherwise specified.

(iv) Warranty is void when the OEM Customer makes alterations on the warranted product or when the product is used outside specification, when abusing the product or using this product without sufficient knowledge of it, when maintenance and site preparation are shown to be improper, when modification by the OEM Customer has taken place without authorisation from ALAT or when the OEM Customer doesn't meet any of their obligations. The warranty cannot be extended to instrument computer systems, where such systems are not protected by power conditioners. Instrument failures caused by corrosive environmental conditions are excluded from the warranty.

12. Claims and Liability

(i) The OEM Customer shall inspect the goods immediately upon arrival and shall, within 7 days from receipt of goods, give notice to ALAT in writing of any matter or thing or reason whereof the OEM Customer may allege that the goods are not in accordance with the contract. If the OEM Customer should fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the OEM Customer shall be bound to accept and pay for the goods accordingly.

No claim shall be made against ALAT unless at the time, the goods in question are intact as a whole.

(ii) Except in special circumstances, ALAT will not accept returns. For goods that are accepted for return, a 20% re-stocking fee will be charged. All returned goods are to be returned at the OEM Customer's expense.

(iii) Any liability incurred by ALAT is limited to the replacement of the goods, supplying of the services again or to refund the price paid by the OEM Customer. ALAT also makes no express or implied warranty or statement and expressly negates any implied or expressed condition, other than may be imposed by statute, that the goods will be suitable for a particular purpose or enduser for which the Purchaser may use them. The OEM Customer accepts all risk and responsibility for consequences arising from the use of goods whether singly or in combination with other products. No claims for consequential damages will be entertained.

(iv) ALAT accepts no liability or responsibility for damage to goods or shipping containers or packages and the like, or for labour charges in the counting and assessing of claims.

(v) Goods cannot in any circumstances be returned to ALAT without prior written consent by ALAT.

13. Intellectual Property

ALAT will own any copyright, designs, inventions, drawings, and data resulting from goods or services supplied to the OEM Customer, and the OEM Customer must co-operate in taking any step necessary to ensure that ALAT has ownership. The OEM Customer indemnifies ALAT against any claim for infringement of patent, design, copyright, trade mark or other rights where the claim results from information supplied by the OEM Customer or as a result of ALAT complying with requirements of the OEM Customer.

14. Confidentiality

Except as required by law, the OEM Customer must keep any confidential information imparted to the OEM Customer as a result of the supply of goods or services by ALAT and must not use any such confidential information except for the purpose to which it was imparted.

15. Force Majeure

ALAT's obligation to perform in accordance with these terms will be suspended for the duration of any delay outside of ALAT's control including, but not limited to, fire, storm, flood, earthquake, accident, war, materials or labour shortage, failure or delay in transportation, and act or omission of any government or government agency

16. Governing Law

These terms and all supply of goods and services by ALAT's to the OEM Customer on these terms will be governed by the laws of the state or country in which the order is accepted.

17. Acceptance of "Terms and Conditions of Sale"

Acceptance of goods by the OEM Customer will be deemed as acceptance of these "Terms and Conditions of Sale".