

**The University of Adelaide
Laboratory Animal Services**

TERMS AND CONDITIONS FOR THE SALE OF ANIMALS

Please read this information carefully. If you submit an order for any Animal listed on this website, or any other Animal detailed in the on-line order form, you are accepting and agreeing to be bound by the terms and conditions set out below. If you do not agree with the terms and conditions please do not submit any orders. We suggest that if you have any queries in relation to these terms and conditions that you seek your own independent legal advice.

We reserve the right to make changes to this website and to the terms and conditions herein at any time. Any such modifications will become effective on the date they are first posted to this website.

Purchasing Animals from this Website

1. Background

The University of Adelaide trading as "Laboratory Animal Services" is an organisation located at North Terrace, Adelaide. The University of Adelaide uses an Independent Internet Service Provider located in Australia. The University of Adelaide has no physical presence or permanent establishment in the United States of America or any other jurisdiction other than Australia.

2. Products

The University of Adelaide agrees to supply products listed in Laboratory Animal Services Product Price List, or any other Animal detailed in the on-line order form ("Animals") and you agree to purchase these products subject to these terms and conditions, which shall supersede any terms and conditions on any purchase order, form or document you submit or have submitted to the University of Adelaide ("Agreement").

3. Price

You shall pay the Price for the Animals in accordance with the Price List appearing in this website from time to time. All Prices on this site are referred to in Australian dollars. The Price does not include transport costs.

4. General Taxes

Prices do not include any federal, state, municipal or other foreign government duties or taxes (such as sales, goods and services tax, etc, unless otherwise stated). All such amounts will be in addition to the Price stated in this website. Please see clause 5 below in relation to Goods and Services Tax (GST).

5. GST

Australian residents are liable for GST (Goods and Services Tax) on supply of the Animals unless you are able to prove by declaration that you are not in Australia at the time of making the purchase and will not be making use of the Animal in

Australia. All prices included on this website are inclusive of GST, meaning that the price includes an amount for GST.

6. Payment Terms

All payments by you to us for Animals are to be made by the method prescribed in this website.

7. Technical Assistance

It is expressly agreed that in the event we provide to you technical advice or assistance, then no liability for loss or damage suffered whether directly or indirectly by you in consequence of your reliance upon that technical advice or assistance shall attach to us, whether that loss or damage arises from a breach of contract or at common law, including the law relating to negligence by the University of Adelaide or under statute or otherwise, and whether arising directly, indirectly or consequentially.

8. Transfer of Animals

Although we maintain a high level of animal welfare any animal can be affected by the stress of transport. No liability is accepted for any animal that arrives dead or moribund. A copy of our Animal Transportation Policy is available on request. Please note that both title to, and risk in the Animal passes to you once the Animal leaves the premises of the Laboratory Animal Services Division of the University of Adelaide. You may wish to obtain insurance cover for any such risk.

9. Animal Use Limitation

You agree that the animal and their descendants, if any, will not be bred for sale nor distributed to any third parties outside your institution and it will be used solely for research purposes. Animals are to be used in a safe manner and in accordance with all applicable government rules and regulations.

You agree that the Animals will not be used for, or in the design of any experiment not approved by the relevant institutional Animal Ethics Committee(s).

You also agree that Animals are not to be used by you in any form of breeding program or process unless the University of Adelaide has given prior approval to such breeding program or process having commenced given its express approval in writing for the use of Animals for such purpose. You are obliged in seeking such approval to provide complete disclosure to the University of Adelaide of the exact nature and scope of the experimental design. The University of Adelaide may at its absolute discretion decline to give such approval without providing any reasons to you for that decision.

A breeding program or process for the purpose of these Terms and Conditions refers to the use of the Animal or Animals in any form of reproductive procedure, including but not limited to the production of offspring, the creation of embryos and/or applications involving Stem Cell technology.

10. Order Acceptance Policy

Your receipt of an electronic confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline or limit your order for any

reason. We may also require additional verification or information before accepting an order. Price and availability of Animals offered by us is subject to change without prior notice. To the extent that we provide information on availability of Animals, you should not rely on such information. We will not be liable if Animals you order are not available.

11. Exclusions and Limitation of Liability

- 11.1. The University of Adelaide makes no representations or warranties, either express or implied, of any kind with respect to the Animals, the information, services or materials offered, sold or displayed on the website.
- 11.2. To the full extent permissible under applicable law, the University of Adelaide expressly disclaims all warranties express or implied of any kind with respect to the Animals, offered, sold or displayed on the website, including warranties of merchantability, fitness for a particular purpose and non infringement of any patent, trademark or other intellectual property rights. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties, so the above disclaimer shall not apply to the extent it is not applicable in those jurisdictions.
- 11.3. You agree that, except as provided under the return policy, the University of Adelaide, their officers, employees, consultants, agents or other representatives, shall not be liable for any damage, loss or expense of any kind arising out of or resulting from your possession or use of the Animals, or any action or inaction by them, regardless of whether such liability is based in tort, contract or otherwise.
- 11.4. Except as expressly stated herein, you agree the University of Adelaide shall not be liable for any causes of action or damages arising from the use of the Animals including any special, indirect or consequential damages arising out of the provision of animals, biological materials or services, including economic damage or injury to property and lost profits, and including any damage arising from acts or negligence by us. By the purchase of Animals from this website from us, you expressly release and discharge us from all such causes of action or damages.
- 11.5. In no event shall the University of Adelaide be liable to you for any indirect, special, incidental, consequential or punitive damages (including without limitation loss of profits, loss of goodwill, work stoppage, or malfunction or interruption of business), regardless of whether the University of Adelaide have been advised of the possibility of such damages.
- 11.6. Under the Trade Practices Act 1974 of the Commonwealth of Australia implied conditions and warranties cannot be excluded. The University of Adelaide limits its liability in the case of supply of an Animal under this Agreement, to the replacement of the Animal or the supply of equivalent product, or the paying of the costs for replacing the Animal or acquiring equivalent product; and in the case of services, to the supplying of the services again, or the payment of the cost of having the services supplied again.
- 11.7. If the foregoing are held to be unenforceable, the maximum liability of the University of Adelaide, their officers, employees, consultants, agents or other representatives to you shall not exceed the amount of the price paid by you for the Animals. Some jurisdictions do not allow the limitation or exclusion of

liability for certain damages, so the above limitations and exclusions shall not apply to the extent it is not applicable in those jurisdictions.

- 11.8. The University of Adelaide, notwithstanding any other clause in these terms and conditions, specifically disclaims any and all claim for compensation loss or damage whether arising in contract, tort or by statute arising from the introduction of an Animal into your laboratory which results in contamination, infection or disease to any other animal or animals existing in such laboratory, and you expressly release and discharge the University of Adelaide from any and all such claims for compensation loss or damage whether arising in contract, tort or statute.

12. **The University of Adelaide Representations**

- 12.1. Whilst we take every precaution in the preparation of technical circulars, price lists and other literature appearing on this website these documents are for your general guidance only. You acknowledge that you have not relied on any representation made by us, which has not been stated expressly in this Agreement, or upon any technical circulars, price lists or other literature produced by us.
- 12.2. Our employees or agents are not authorised to make any representations concerning the Animals, unless we confirm such representations in writing. You acknowledge by accepting delivery of the Animal that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

13. **Dispute Resolution**

13.1. Complaints

You agree that in the event you have any complaint associated with the University of Adelaide that you will comply with the following complaints process: -

- 13.1.1. You will contact us forthwith and outline your complaint in writing advising all relevant details.
- 13.1.2. You will allow us 30 days in which to respond to your complaint in writing and thereafter you will enter into good faith discussions with us to resolve such complaint.
- 13.1.3. In the event that a satisfactory resolution to the complaint cannot be achieved you will enter into mediation with us for resolution of the complaint prior to pursuing any legal action to the extent permitted by law.

13.2. Mediation

- 13.2.1. If a dispute arises between the parties, including the non resolution of a complaint as referred to in clause 13.1 you agree that no court proceedings in relation to the dispute will be taken by you unless the following mediation process has been completed:-
 - 13.2.1.1. You must advise us of any dispute by written notice adequately identifying and providing details of the dispute, referring to any documentary evidence of the matters

claimed in the dispute and designate a representative who has authority to negotiate and settle the dispute.

13.2.1.2. Within 28 days after receiving the notice referred to in clause 13.2.1.1 we must respond to the notice providing details and referring to any documentary evidence in support and designate a representative whom has authority to negotiate and settle the dispute.

13.2.1.3. Within 20 days of receiving the notice from us, both of us must negotiate and endeavour to settle the dispute.

13.2.1.4. If the dispute is not settled within 30 days of the attempts to negotiate and endeavour to settle the dispute as provided in clause 13.2.1.3 an independent mediator with relevant experience of the matter in dispute or failing agreement a person appointed by the President of the Law Society of South Australia will be appointed to mediate the dispute.

13.2.1.5. If within two months after the date of the mediator's appointment the dispute has not been resolved, either party may by notice in writing terminate the mediation process and seek such remedies as they decide.

13.2.2. You agree that you will not commence court proceedings or arbitration unless you have first complied with the dispute resolution provisions contained in this clause. You agree that this agreement may be pleaded as a bar to any court action commenced prior to termination of the mediation process.

13.2.3. In any case, you shall bear your own costs for the mediation. The cost of the mediator will be borne equally.

13.3. Without Prejudice

You acknowledge any exchange of information or documents or the making or any offer or settlement pursuant to this clause is an attempt to settle the dispute. Neither your nor the University of Adelaide may use any information or documents obtained through the dispute resolution process for any other purpose.

14. **Assignment**

You shall not assign or transfer or purport to assign or transfer this Agreement or the benefits thereof to any other person without our prior written consent.

15. **Force Majeure**

We shall not be liable for any failure to perform this Agreement, or for any loss and damage suffered by you in consequence thereof which failure arises from any cause whatsoever beyond our control, including (but not being limited to) computer, communication or network failures, fire or other accident, strikes or other labour disputes, inability to deliver Animals, or any computer virus introduced by a third party.

16. Proper Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws in force in South Australia and all disputes arising in connection with this Agreement shall be submitted to the jurisdiction of the relevant court of South Australia.

17. Miscellaneous

This Agreement and any applicable policies and procedures of the University of Adelaide, together with those document policies and procedures expressly referred to herein, constitute the entire agreement with respect to the subject matter hereof and supersedes all previous written or oral agreement between us with respect to such subject matter. No purchase order or other document sent by you that may modify the terms and conditions herein shall be binding on us, and the terms and conditions herein shall apply to the sale of the Animals. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any proceeding or subsequent default or breach. The University of Adelaide may freely transfer, assign or delegate all or any part of this Agreement and all rights and duties thereunder, without the requirement of consent. This Agreement will be binding upon and inure to the benefits of the heirs, successors and permitted assigns of the parties. Headings and sub-headings are for clarification purposes only and do not form part of these terms and conditions.

18. The University of Adelaide Contact Information

The University of Adelaide
Laboratory Animal Services
Medical School South
South Australia 5005

Phone: 61-8-83035340
Fax: 61-8-83034342
Email: las.manager@adelaide.edu.au