

# Terms & Conditions for Sale of Goods

## Adaptas Solutions PTY LTD



August 2025

### 1. FORMATION AND SCOPE OF THE CONTRACT

#### 1.1 In this document:

**"Contract"** means any agreement for the sale of Goods entered into between Adaptas Solutions and the Purchaser.

**"Goods"** means items or services sold or supplied by Adaptas Solutions.

**"GST"** means the goods and services tax imposed by The New Tax System (Goods and Services Tax) Act 1999 (Cth).

**"Order"** shall include any acceptance by the Purchaser of a tender, quotation or offer made by Adaptas Solutions.

**"Purchaser"** means any person who directly acquires or agrees to directly acquire Goods from Adaptas Solutions.

**"Terms and Conditions"** means these terms and conditions of sale.

**"Adaptas"** means Adaptas Solutions Pty Ltd, ABN 35 078 955 521, together with its agents, servants and employees.

1.2 Unless there is express written agreement to the contrary, Adaptas Solutions contracts upon terms that any contract is subject to the Terms and Conditions. Any Order placed by the Purchaser shall be conclusively deemed to have been made subject to the Terms and Conditions in force as at the date the Order is received by Adaptas Solutions, irrespective of any contrary terms printed on or accompanying the Purchaser's order documentation, and such contrary terms shall in no circumstance prevail.

1.3 A reference in these Terms and Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

### 2. CONFIRMATION OF ORDERS

No Order placed by the Purchaser shall be binding on Adaptas Solutions unless and until Adaptas Solutions accepts the Order. Acceptance of any Order may be made by Adaptas Solutions taking any steps to satisfy the Order. Any Order which has been accepted by Adaptas Solutions may not be cancelled by the Purchaser except with the agreement in writing of Adaptas Solutions and, in such circumstances, only on the basis that the Purchaser shall indemnify Adaptas Solutions in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Adaptas Solutions as a result of such cancellation.

### 3. PRICE

3.1 All Orders will be invoiced at the prices in effect at the time of delivery of the Goods.

3.2 Goods and Services Tax (GST) will be added to the invoice for Goods supplied in Australia.

(a) GST is defined in the **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this clause.

(b) **Reimbursements (net down)** If a payment to a party under these Terms and Conditions is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

- (c) **Purchaser Warranty and Indemnity** The Purchaser warrants that where GST is imposed on a supply made by Adaptas Solutions. The Purchaser will indemnify Adaptas Solutions for and in respect of the GST (including any interest or penalty) imposed on or in respect of that supply.

#### 4. PAYMENT AND DEFAULT

- 4.1 Unless otherwise expressly agreed in writing, the purchase price shall be paid to Adaptas Solutions in full without deduction in the currency specified in the invoice strictly thirty (30) days from the date of the invoice for the Goods.
- 4.2 Where the purchase price is not paid in full on the due date Adaptas Solutions has the right to charge interest on the balance outstanding, calculated from the due date until the date of payment at a rate 5% higher than the rate of interest charged by Adaptas Solutions' bankers on Adaptas Solutions' overdraft from time to time. Such interest shall accrue from day to day on the amount of the purchase price remaining unpaid up to the date of payment and shall be payable on demand.
- 4.3 The Purchaser shall indemnify Adaptas Solutions against all costs and disbursements which Adaptas Solutions may incur in recovering any sums due to be paid by the Purchaser to Adaptas Solutions under any Contract, including but not limited to any debt recovery agency fees, court fees or legal fees.
- 4.4 Adaptas Solutions has the right to cancel the remainder of the Contract or to suspend deliveries of Goods if the Purchaser does not strictly observe the terms of payment. Adaptas Solutions also has the right to sell or otherwise dispose of Goods that are the subject of the contract and to apply the proceeds of any such sale to the overdue account.
- 4.5 Payment of the purchase price shall become immediately due if:
- (a) the Purchaser makes default in any payments or is unable or states that it is unable to pay its debts as and when they fall due;
  - (b) the Purchaser, being an individual, commits an act of bankruptcy or has a controller or trustee appointed in respect of the Purchaser's estate or any part of the Purchaser's property or assets;
  - (c) the Purchaser, being a company, passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it;
  - (d) a receiver, receiver and manager, controller or voluntary administrator is appointed over any part of the property or assets of the Purchaser;
  - (e) Adaptas Solutions reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser; or
  - (f) the Purchaser experiences any analogous event having substantially similar effect to any of the events specified above.

**5. DELIVERY TIMES**

- 5.1 Subject to clause 5.2, Adaptas Solutions will use reasonable endeavours to achieve any delivery times stated by Adaptas Solutions.
- 5.2 Times stated by Adaptas Solutions for delivery are estimates only. Adaptas Solutions does not guarantee that the delivery of the Goods will be within the delivery times stated by Adaptas Solutions and no liability shall attach to Adaptas Solutions in the event of delivery being delayed by any circumstances, including circumstances beyond Adaptas Solutions' control. In no circumstances shall delay amount to, or be deemed to be, a breach of the Contract and the Purchaser shall not be entitled to treat the Contract as repudiated by reason of any delay in delivery.

**6. DELIVERY AND RISK**

- 6.1 Unless expressly agreed otherwise by Adaptas Solutions, and subject to clauses 6.2, all Goods sold to Purchaser are delivered on the basis that Adaptas Solutions is responsible for arranging transportation and insurance from Adaptas Solutions' premises to the Purchaser. Risk in such Goods shall pass to the Purchaser upon the loading of the Goods on the carrier.
- 6.2 Adaptas Solutions may invoice the Purchaser for the costs of freight and insurance of Goods up to the time of delivery to the Purchaser.  
The Purchaser is responsible for all local taxes and for any customs or import duties payable for Goods sold outside Australia.

**7. TITLE TO GOODS**

- 7.1 Irrespective of the time when risk in the Goods shall pass, property in the Goods shall remain with Adaptas Solutions until the Purchaser has made payment in full to Adaptas Solutions of the purchase price and any other indebtedness of the Purchaser to Adaptas Solutions.
- 7.2 The Purchaser acknowledges that until payment of the purchase price is made in full, the Purchaser holds the Goods in a fiduciary capacity on behalf of Adaptas Solutions.

**8. PURCHASER'S REPRESENTATIONS AND ACKNOWLEDGMENTS**

- 8.1 The Purchaser acknowledges that it is responsible for informing Adaptas Solutions in writing of all requirements the Purchaser has relating to the use of the Goods in the country or state of intended use, including, but not limited to, all statutory or other like requirements relating to marking, labelling and/or packaging.
- 8.2 The Purchaser warrants that it has not advised Adaptas Solutions of any particular purpose for which it requires the Goods, save for any purpose stated by the Purchaser to Adaptas Solutions in writing.
- 8.3 Any failure by the Purchaser to inform Adaptas Solutions in writing of any of the matters referred to in clauses 8.1 and 8.2 shall not entitle the Purchaser to refuse to accept the Goods or pay the purchase price, nor shall Adaptas Solutions be liable in any way whatsoever if the Goods fail to comply with any requirements not disclosed in writing to Adaptas Solutions by the Purchaser prior to the formation of the Contract. The Purchaser indemnifies Adaptas Solutions in full against any loss or damage suffered by Adaptas Solutions howsoever arising out of any failure to comply with any requirements not disclosed in writing to Adaptas Solutions by the Purchaser prior to the formation of the Contract.

**8.4** The Purchaser acknowledges that:

- (a) it has selected the Goods from a range of products offered by Adaptas Solutions and the Purchaser has satisfied itself that the Goods meet the Purchaser's requirements;
- (b) no oral or written information, representation or advice given by or on behalf of Adaptas Solutions, other than as contained in the Terms and Conditions, creates a warranty or in any way increases the scope of the Terms and Conditions; and
- (c) unless expressly agreed otherwise in writing, the Purchaser has not relied on any information, representation or advice given by or on behalf of Adaptas Solutions in selecting the Goods; and
- (d) Adaptas Solutions makes no representation that its Goods conform to country, state or local laws, ordinances, regulations, codes or standards (except as may otherwise be agreed to in writing by Adaptas Solutions) and the Purchaser is responsible for complying with all local laws relating to the use of the Goods at its own cost and expense.

**9. USE OF GOODS & RECALL**

**9.1** Purchaser as end-user

Where the Purchaser is an end-user of the Goods, it warrants that it will use the Goods in conformity with:

- (a) laboratory practices that are consistent with industry practice;
- (b) any instructions or guidelines attached to the Goods or issued by Adaptas Solutions from time to time;
- (c) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies; and
- (d) any patent or other proprietary rights of third parties.

**9.2** Purchaser as distributor

Where the Purchaser is a distributor of the Goods, it warrants that it will use its best efforts to procure that the end-user(s) of the Goods will use the Goods in conformity with paragraphs 9.1(a) to (d) above and will, in any event inform any end-user in writing of the above requirements for the use of the Goods.

**9.3** The Purchaser must keep Adaptas Solutions informed of all customer complaints concerning the Goods and must comply with any directions of Adaptas Solutions in any issues, proceedings or negotiations relating to such complaints. Adaptas Solutions may at its discretion recall any Goods already sold to the Purchaser (whether for a refund, credit or replacement of the Goods) and the Purchaser must comply with any notice issued by Adaptas Solutions for such recall.

**10. PRODUCT WARRANTY**

**10.1** Adaptas Solutions Products

- 10.1.1** All Adaptas Solutions Products have a 2 year shelf life or until the expiry date (if present) on any supplied product, when stored in their original packaging (unopened) beginning from the date of receipt by the Purchaser.

10.1.2 All Adaptas Solutions products are warranted to perform to specification and be free of manufacturing defects when the product is first commissioned into the mass spectrometer by the Purchaser.

(a) Definitions

- Manufacturing defects are those that result from manufacture, test and packaging
- Perform to specification means Adaptas Solutions in-house specifications and tests

(b) No warranty or guarantee is offered with regard to the lifetime of a detector beyond the initial commissioning period as it is considered a consumable item.

(c) This warranty excludes accidental damage that may occur during installation by the Purchaser.

10.2 Should any fault occur within the shelf-life or commissioning period as the result of such defect, Adaptas Solutions will either rework or replace the Goods at no charge to the Purchaser except for delivery.

10.3 To the fullest extent permitted by the Australian Trade Practices Act 1974 and any New South Wales legislation relevant to the sale and supply of Goods by Adaptas Solutions to the Purchaser, in the case of Goods not manufactured by Adaptas Solutions, Adaptas Solutions' warranty in clause 10.1 shall be limited to the warranties implied by law and any further warranty contained in any manufacturer's warranty for those Goods.

10.4 The warranty contained in clause 10.1 shall not apply in the following circumstances:

- (a) in respect of loss or damage caused by the use of the Goods other than strictly in accordance with the terms of use of the Goods, including without limitation loss or damage caused as a result of a failure to use the Goods in accordance with Adaptas Solutions' instructions, or caused by rough or negligent handling of the Goods;
- (b) in respect of loss or damage for Goods that are not stored or shipped in accordance with Adaptas Solutions' care and handling, storage and shipping instructions;
- (c) accidental damage that may occur during installation or unauthorised modification performed by the customer
- (d) in respect of loss or damage caused by an act of God or any other cause not within Adaptas Solutions' control or otherwise not related to the Goods.

10.5 To the fullest extent permitted by the Australian Trade Practices Act 1974 and any other New South Wales legislation relevant to the sale and supply of the Goods by Adaptas Solutions to the Purchaser, Adaptas Solutions' liability for breach of a condition or warranty implied by such Acts, including any incidental or consequential loss which the Purchaser may sustain or incur shall be limited to one of the following, at the sole discretion of Adaptas Solutions:

- (a) replacement of the Goods; or
- (b) payment of the cost of replacing the Goods or acquiring equivalent Goods.

10.6 Adaptas Solutions shall not be liable (whether for breach of the Terms and Conditions, negligence or otherwise) for loss of profits or special, consequential or indirect loss or damage.

- 10.7 Save for the express conditions and warranties herein contained all other conditions and warranties (whether as to the quality, fitness for purpose or any other matter) expressed or implied by statute, the common law, equity, trade custom, usage or otherwise are hereby expressly excluded provided that nothing in these Terms and Conditions shall exclude or limit the liability of any breach of a term or condition implied by law, the exclusion or limitation of which is not permitted by law.
- 10.8 Goods returned under warranty for performance testing will incur a charge, to be fixed by Adaptas Solutions, if no fault is found.
- 10.9 The Purchaser shall bear any cost of delivery and insurance of any Goods so returned under warranty.
- 10.10 Where Goods are returned under warranty or where the Purchaser has advised Adaptas Solutions in writing that the Goods are faulty but has not as yet returned the Goods, Adaptas Solutions may, at its sole discretion and subject to clause 10.11, provide to the Purchaser a replacement item with specifications that are not less than those of the Goods returned or to be returned.
- 10.11 Adaptas Solutions shall be entitled to invoice the Purchaser in respect of a replacement item provided to the Purchaser in accordance with clause 10.10 at the full price of that replacement item if the Goods to be returned by the Purchaser are not received by Adaptas Solutions within 30 days of the despatch of the replacement item.

**11. CLAIMS**

- 11.1 No claims will be recognised in respect of any mistake or shortage or over supply of Goods after seven (7) days from the invoice date.
- 11.2 Unless otherwise expressly agreed in writing, Adaptas Solutions shall not accept any conditions providing for the payment by Adaptas Solutions of liquidated damages or other penalties for delayed delivery of Goods or provision of information or for any other reason whatsoever.

**12. RETURN OF PRODUCTS**

Goods are not supplied on a sale or return basis. At Adaptas Solutions' sole discretion, Adaptas Solutions may accept the return of Goods supplied, subject to the following conditions:

- (a) Goods marked 'non returnable' are non returnable;
- (b) Goods must be returned to Adaptas Solutions or a nominated agent in good order and condition, be resaleable and be returned within seven (7) days of the date of the invoice;
- (c) before returning Goods the Purchaser must first obtain a Return Authorisation Number (RAN) from Adaptas Solutions;
- (d) when returning Goods the Purchaser shall quote the invoice number, RAN and date;
- (e) the Purchaser shall pay freight charges to return the Goods to the place of business of Adaptas Solutions;
- (f) the Purchaser shall pay a restocking fee of an amount determined by Adaptas Solutions at its sole discretion for handling; and
- (g) subject to the provision of clause 10.1 the return of Goods for credit will not be accepted except upon prior written agreement from Adaptas Solutions.

**13. INTELLECTUAL PROPERTY RIGHTS**

The Purchaser acknowledges Adaptas Solutions' licence to use or ownership of the patents, trademarks, designs and any other intellectual property rights contained within the Goods manufactured or supplied by Adaptas Solutions and in particular agrees that neither the Purchaser, nor its servants or agents, will attempt to do anything with any of Adaptas Solutions' intellectual property rights which will render the Purchaser liable to Adaptas Solutions for violation or infringement of its intellectual property rights.

**14. INDEMNITY**

The Purchaser indemnifies and holds Adaptas Solutions harmless from and against any and all losses, costs and expenses of Adaptas Solutions, including legal fees and expenses, in any way relating to:

- (a) any use of Goods not in compliance with these Terms and Conditions;
- (b) any failure by Purchaser to comply with laboratory practices that are consistent with industry practice, laws, guidelines or decisions in the handling or use of the Goods;
- (c) any violation or infringement of any patent or other proprietary rights of third parties by the Purchaser in the handling or use of the Goods; or
- (d) any other use or misuse of the Goods by the Purchaser.

**15. MODIFICATIONS TO GOODS**

15.1 Where the Purchaser provides information and / or instructions in writing to Adaptas Solutions and where Adaptas Solutions makes any modifications, alterations or adjustments to any Goods as a result of or in reliance upon the information or instructions provided by the Purchaser, the Purchaser indemnifies Adaptas Solutions in full against any loss or damage suffered by Adaptas Solutions howsoever arising out of any reliance by Adaptas Solutions on the information or instructions provided by the Purchaser.

15.2 Where the Purchaser provides information and / or instructions to Adaptas Solutions on which modifications, alterations or amendments to the Goods are made, the Purchaser indemnifies Adaptas Solutions in full against any loss or damage suffered by Adaptas Solutions where any such modifications, alterations or amendments are challenged by a third party as being in breach of that third party's intellectual property rights.

**16. GENERAL**

**16.1 No Waiver**

Failure by Adaptas Solutions to insist upon strict performance of any term, warranty or condition of this Contract shall not be deemed a waiver of any term, warranty or condition, or of any rights Adaptas Solutions may have and no express waiver shall be deemed a waiver of any subsequent breach of any term, warranty or condition.

**16.2 Severance**

If any provisions of these Terms and Conditions shall become void or unenforceable for any reason, such void or unenforceable provisions or part thereof shall be deleted and the remaining provisions shall continue if full force and effect.

16.3 **Assignment**

The Purchaser shall not be entitled to assign any of its rights or obligations under this Contract without the prior consent of Adaptas Solutions.

16.4 **Notices**

Any notice to be served in respect of the Contract shall be made in writing and either delivered personally or sent by registered post to the latest notified address of the other party and shall be deemed served upon delivery where delivered personally or when recorded by the delivery agent if sent by registered post.

17. **GOVERNING LAW**

Any Contract between Adaptas Solutions and the Purchaser shall be subject to the laws of the State of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the Courts of the State of New South Wales, Australia.