

## QUOTATION TERMS AND CONDITIONS

- 1. Definitions**
  - 1.1. **Biorepository Facility** means the facility located at the Lowy Cancer Research Centre which contains purpose built facilities to house biological samples of a nature specified in clause 4.
  - 1.2. **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.
  - 1.3. **Business Hours** means between 8am and 4pm on a Business Day.
  - 1.4. **Client** means an employee, agent, contractor, or authorised representative of the organisation specified in on the first page of the Quotation under "CLIENT DETAILS"
  - 1.5. **Deposit** means 25% of the total Quotation Value.
  - 1.6. **Extraction Costs** means the dollar amounts that UNSW will charge the Client for removing Samples from either Freezer Storage or Vapour Phase Storage and preparing and packing the Samples appropriately for return to the Client.
  - 1.7. **Freezer Storage** means Samples will be stored at -70°C to -80°C within a PC2 facility.
  - 1.8. **OGTR** means the Office of the Gene Technology Regulator, Department of Health and Ageing, Australian Government.
  - 1.9. **Outstanding Amount** means the total Quotation value less the Deposit.
  - 1.10. **PC2** means Physical Containment Level 2 as specified by the OGTR.
  - 1.11. **Pricing** means the prices shown for specific Services on the Quotation.
  - 1.12. **Quotation** means this document.
  - 1.13. **Quotation Value** means the total price/value labelled as the "Quotation Value" on the first page of the Quotation.
  - 1.14. **Sample** means a biological sample the Client wishes to store within the Biorepository Facility.
  - 1.15. **Services** means the services related to the storage of biological material offered by UNSW set out in the Quotation.
  - 1.16. **UNSW** means the University of New South Wales (ABN: 57 195 873 179).
  - 1.17. **Valid From Date** means the date which UNSW produced the Quotation as specified on the first page of this document.
  - 1.18. **Vapour Phase Storage** means Samples will be stored at -185°C to -195°C within a PC2 facility.
- 2. Quotation validity**
  - 2.1. Prior to acceptance of the Quotation, the Quotation Pricing and Services shall be valid on and from the Valid From Date for a period of 30 calendar days. The Quotation can only be accepted by the Client within this time frame.
  - 2.2. Upon acceptance of the Quotation, the Quotation Pricing will be valid for a period of 5 years from the Valid From Date or for storage duration as indicated on the Quotation – whichever is the shorter time period. If, after this time, the Client wishes to continue use of the Services, UNSW will provide a new Quotation.
- 3. Acceptance of the Quotation**
  - 3.1. The Client shall be deemed as accepting a Quotation upon UNSW receiving the Quotation signed and dated by the Client, and UNSW receiving the Deposit whilst the Quotation is valid.
  - 3.2. UNSW shall only be obligated to provide any of the Services in the Quotation once the Client accepts the Quotation in accordance with clause 3.1.
- 4. Sample Requirements**
  - 4.1. Only Samples which, in the sole opinion of UNSW, meet the following requirements will be stored by the Biorepository Facility:
    - a) Of biological or organic in nature;
    - b) Housed within an appropriately sealed container which is the appropriate sized for the desired storage; and
    - c) Not housed within unsealed or broken containers.
  - 4.2. Samples which require physical containment levels in excess of PC2 will not be stored by UNSW.
- 5. Payment**
  - 5.1. Payment of the Deposit must be received by UNSW in accordance with clause 2.1.
  - 5.2. On quarterly intervals (that is, every three months) from acceptance of the Quotation, UNSW shall issue an invoice to the Client for a portion of the Outstanding Amount being a pro rata apportionment of the Outstanding Amount across the duration of storage specified on the Quotation.
  - 5.3. As incurred by the Client, UNSW shall issue an invoice for Extraction Costs.
  - 5.4. All invoices must be paid within 30 days from the date of invoice.
  - 5.5. For internal Clients, payments shall be made via:
    - a) A journal transfer (Internal Clients shall provide Project and Fund codes); or
    - b) A cheque addressed to "The UNSW Biorepository Manager".
  - 5.6. For external Clients, payments will be made in accordance with the methods stated on the invoice, including a cheque addressed to "The UNSW Biorepository Manager"
- 6. Delivery of Samples to the Biorepository Facility**
  - 6.1. UNSW will not take delivery and store any Samples related to a Quotation until that Quotation has been accepted in accordance with clause 3.1.
  - 6.2. Upon arrival of the Samples to the Biorepository Facility, the Client shall ensure the Samples are packed so that Sample integrity, for a period of 2 hours from arrival at the Biorepository, will not be compromised if Samples are left in the packaging in which the Samples arrived.
  - 6.3. An employee, agent, authorised representative, or contractor of the Client must be present at the Biorepository for each delivery of Samples to countersign the delivery logbook entry.
  - 6.4. Quotation Pricing includes a handling fee to cover one (1) delivery of the Samples. In the event that Samples are delivered over multiple deliveries, each delivery in excess of the first shall incur an additional handling fee which shall be calculated by UNSW and be based on the number of Samples handled in each of the deliveries.
- 7. Pickup of Samples from the Biorepository Facility**
  - 7.1. The Client shall notify UNSW at least 5 Business Days prior to the pickup of Samples from the Biorepository Facility.
  - 7.2. When notifying UNSW of a pickup, the Client shall provide a date and time within Business Hours.
  - 7.3. At the date and time specified in accordance with clause 7.2, UNSW shall have the Samples ready for pickup by the Client. The Samples shall be packed to ensure Sample integrity is maintained for the time estimated by UNSW (unless the Client otherwise notifies UNSW) for the Samples to be delivered from the Biorepository Facility to the Client's delivery address.

- 7.4. If the Client fails to pick up the Samples within 2 hours of the date and time specified in clause 7.2, UNSW shall:
- a) Return the samples to temporary storage until the close of that Business Day; and
  - b) If, at the close of that Business Day, the samples are not picked up, the samples shall be unpacked and returned to storage and Client shall incur a handling fee as determined by UNSW and based on the number of Samples handled.
- 7.5. Quotation Pricing includes a handling fee to cover one (1) pickup of the Samples. In the event that Samples are picked up over multiple pickups, each pickup in excess of the first shall incur an additional handling fee which shall be calculated by UNSW and be based on the number of Samples handled in each of the pickups.

## **8. Rights and obligations of UNSW**

- 8.1. UNSW reserves the right to refuse to provide Services to any Client or Sample when in UNSW's sole opinion:
- a) The Client or Samples does not comply with the terms and conditions of the Quotation;
  - b) It is unsafe to provide Services to the Client or Samples; or
  - c) Providing Services to the Client or Sample will, or is likely to, compromise the integrity of other Samples already in stored in the Biorepository Facility.
- 8.2. UNSW reserves the right to dispose of all or any of the Samples:
- a) When the Client does not make payment in accordance with clause 5 and UNSW has given 30 days notice to the Client that Samples will be disposed of; or
  - b) In accordance with clause 12.3.
- 8.3. Once the Quotation is accepted by the Client, UNSW must take all reasonable steps to ensure that:
- a) Whilst the Samples are within the Biorepository Facility, are stored in a manner consistent with the terms and conditions of the Quotation; and
  - b) Only personnel authorised by UNSW have access to the Biorepository Facility;
- 8.4. UNSW shall not be liable for any cost, loss, or liability arising from the damage or loss or any Samples so long as:
- a) UNSW carries out its obligations in accordance with clause 8.3;
  - b) Damage or loss of the Samples were beyond the reasonable control of UNSW; and
  - c) Makes all reasonable attempts to contact, as soon as practically possible, the Client when an event has, or is likely to, cause the damage or loss of any Samples.
- 8.5. In the event that UNSW is liable for any cost, loss, or liability arising from the damage or loss or any Samples, liability shall be limited to the value of the Quotation.

## **9. Responsibility for Samples**

- 9.1. UNSW shall make all reasonable efforts to preserve Samples submitted frozen for safekeeping by maintaining the Samples in either Vapour Phase Storage or Freezer Storage as indicated on the Quotation.
- 9.2. The Client is responsible for ensuring that Samples are submitted to UNSW in a viable condition.
- 9.3. UNSW is not responsible for damage to Samples other than damage directly caused by negligent failure by UNSW to store Samples in accordance with clause 9.1. Without limiting the generality of the foregoing UNSW is not responsible for damage to Samples due to circumstances beyond UNSW's control including, but not limited to, power failure, or fire flood or other natural occurrences.

## **10. Storage types**

- 10.1. As specified in the Quotation, the Biorepository Facility has two storage types:
- a) Freezer Storage; and
  - b) Vapour Phase Storage

## **11. Security of storage**

- 11.1. Samples stored in Freezer Storage will be secured by swipe card access for Biorepository Facility staff only.
- 11.2. Samples stored in Vapour Storage will be secured by swipe card access and padlock and key for authorised Biorepository staff only.

## **12. Termination**

- 12.1. UNSW or the Client may terminate this Quotation at any time by giving a minimum of 30 days written notice to the other party.
- 12.2. Upon either party receiving notice of termination, UNSW shall issue a final invoice which will be paid in accordance with clause 5.
- 12.3. If, within 30 days of termination, the Client fails to pickup all of its Samples related to the terminated Quotation from the Biorepository Facility, the Client acknowledges that UNSW may dispose of the Samples.

## **13. General and Interpretation**

- 13.1. This Quotation, and only this Quotation, governs the terms and conditions under which the Services specified in the Quotation shall be carried out. No additions or amendments to these terms and conditions, such as those terms and conditions on a Client's purchase order, are permitted without the express written consent of UNSW.
- 13.2. If any part of this Quotation is invalid or unenforceable, this Quotation does not include it. The remainder of this Quotation continues in full force.
- 13.3. In this Agreement, unless otherwise indicated by the context:
- a) words importing the singular include the plural and vice versa;
  - b) headings are for convenience only and do not affect interpretation of this Quotation;
  - c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Quotation;
  - d) where any word or phrase is given a definite meaning in this Quotation, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
  - e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;
  - f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof which apply during the term of this Quotation;
  - g) a reference to a party to a document includes that party's successors and permitted assigns;
  - h) a covenant or agreement on the part of two or more persons binds them severally; and
  - i) a reference to a body, whether statutory or not;
    - 13.3.i.1. which ceases to exist; or
    - 13.3.i.2. whose powers or functions are transferred to another body;is a reference to the body which replaces it or which substantially succeeds to its powers or functions.