



## STANDARD TERMS OF BUSINESS

### **1 Standard Terms**

- 1.1 Any sale, loan or hire of product (including PrintRuns) or supply of services (together **Product**) by Inventia Life Science Operations Pty Ltd (**Inventia**) is subject to these Standard Terms, which are incorporated into any agreement between the Customer and Inventia pursuant to which Product is made available to the Customer on any commercial basis.
- 1.2 These Standard Terms cannot be varied or excluded except with the written agreement of Inventia.
- 1.3 Inventia may agree in writing to specific arrangements relating to the lease, loan, sale or supply of a particular Product, whether in a Quotation or other formal agreement. Where there is an inconsistency between these Standard Terms and that separate agreement, the latter will prevail to the extent of the inconsistency.

### **2 Variation of Orders**

- 2.1 Any order for Product may be varied after it has been confirmed by Inventia, but the Customer will be liable for any additional cost or expense reasonably incurred by Inventia as a result of the variation.

### **3 Payment Terms**

- 3.1 Unless otherwise agreed, Inventia will invoice Product on shipment and payment must be made in full within 30 days of the date of the invoice.
- 3.2 If Inventia has reasonable concerns about the ultimate collectability of any money that may become due and owing to it, it may at its option require payment (in full or in part) in advance of its performance of any of its obligations.

### **4 Warranties & Indemnity by Customer**

- 4.1 The Customer warrants that:
  - (a) the intended use of all Product is for research use only and it will not use it for any other purpose, including but not limited to in vitro diagnostic analysis, in foods, drugs, medical devices or cosmetics for humans or animals or for commercial purposes. Any use of Product for the purpose of reporting clinical results for a patient may constitute an "in-house IVD" under the Australian Therapeutic Goods Act (**TGA**). The Customer warrants that in using Product it will comply with all requirements of the TGA or other relevant regulatory agency where applicable.
  - (b) it will use all Product strictly in accordance with the Specifications, Protocols and Operating Procedures that relate to the Product; and
  - (c) it will not operate the RASTRUM™ 3D Bioprinter (**Printer**) using any other bioinks or reagents than those offered by Inventia for use with the Printer (**Consumables**).



- 4.2 The Customer indemnifies Inventia, and will keep it indemnified, against all actions, claims, proceedings, demands, liabilities, loss, damage, expense and cost (including legal costs on a full indemnity basis) that may be suffered by, brought or claimed against, Inventia as a result of the Customer's use, storage or disposal of Product except to the extent that such loss, damage, expense and cost are caused by the wilful misconduct or gross negligence of Inventia, by breach of an Inventia Warranty or by action taken at Inventia's direction. For the avoidance of doubt, the Customer will be liable for the cost of repairing any damage to the Printer resulting from the Customer's use or storage of the Printer in breach of warranty by the Customer.

## **5 Delivery & Ownership**

- 5.1 Where the Printer is hired or loaned to the Customer, it will remain the property of Inventia at all times.
- 5.2 Until Product has been delivered to the Customer's premises and the Customer has paid for Product in full, Product will remain the sole property of Inventia.
- 5.3 Where Inventia agrees with the Customer that it may maintain a stock of Consumables on the Customer's premises for ready use by it (**Warehousing Agreement**):
- (a) the Customer will pay Inventia for all stock consumed through PrintRuns and/or other activities identifiable remotely by Inventia (**Activities**). Where, following a physical inspection of the stock, it appears that more Consumables have been used than would be required by the Activities, the Customer will make pay a Restocking Fee to Inventia based on the retail price of the additional stock that has been consumed.
  - (b) the Customer agrees to permit Inventia to restock or take possession of surplus Consumables at any time during normal business hours and on reasonable advance notice to the Customer.
  - (c) the Customer will give Inventia twenty one days' notice in writing should it wish to discontinue the Warehousing Agreement.
- 5.4 Where feasible, Inventia reserves the right to make delivery of Product in installments, each of which will be invoiced and paid for separately, without regard to subsequent delivery. Any delay in delivering any instalment will not relieve the Customer of its obligation to accept and pay for all remaining deliveries.

## **6 Service Support**

- 6.1 A Technical Service department with full facilities for repairing and servicing Product is located on our site. We and our authorised contractors offer customized service modules to cover every type of service requirement e.g. installation, inspection, validation, repairs, maintenance and training (**Services**).
- 6.2 When a supply of Services has been agreed with the Customer, eg through Inventia's Comprehensive Service + Support Plan, the following Services are not included in that agreement and will be quoted and billed on a "time and materials" basis:



- (a) Repair of damage not caused by Inventia including without limitation damage resulting from accident, negligence, transportation, misuse, failure or fluctuation of electrical or other power, telephone equipment or communication lines failure, use of parts which do not adhere to Inventia's approved specifications, modifications to software or causes other than ordinary use;
- (b) Repair of damage not caused by Inventia including without limitation damage resulting from accident, negligence, transportation, misuse, failure or fluctuation of electrical or other power, telephone equipment or communication lines failure, use of parts which do not adhere to Inventia's approved specifications, modifications to software or causes other than ordinary use;
- (c) Service on Product connected to other devices or service on Product that is not reasonably physically accessible;
- (d) Work requested on account of damage arising from a catastrophe such as wind, flood, lightning, earthquake or other such phenomenon;
- (e) Work resulting from changes in the specification of the Product supplied;
- (f) Work resulting from changes in Product configuration required as a result of the Customer's modification of plant operation;
- (g) Work requested by the Customer for rearrangement, such as additional wiring, rewiring, moving other equipment or cables, relocating equipment or repairing of a previously prepared site;
- (h) Electrical or mechanical work external to Product;
- (i) Adding or removing accessories, attachments or other devices not supplied by Inventia;
- (j) Painting, refinishing or furnishing materials for any of the foregoing;
- (k) Work requested by the Customer to diagnose or identify a corrective action, the source of which is not attributable to Inventia or to Product supplied; and
- (l) If the work of an Inventia employee is postponed or suspended by the Customer, or is delayed or does not proceed with reasonable dispatch, due to no fault of Inventia, Inventia may withdraw the person and return another service representative to the job when needed and available, and any additional costs (including travel time and expenses) incurred by Inventia because of this will be an additional charge to the Customer.

6.3 When a supply of Services is not specified in a Quotation or otherwise agreed, the Services will be quoted and billed on a "time and materials" basis.

6.4 Where the parties have agreed that Services are to be provided in relation to Printer, the Customer will give Inventia unrestricted access to the Printer as necessary for care and maintenance purposes and to provide the Services, and agrees that Inventia may collect and use all technical data relating to the operation of the Printer.



6.5 Where the Customer has agreed itself to undertake repairs on and/or maintenance of a Printer, the Customer representative will use all due care to follow the directions given by Inventia in respect of the repair or maintenance work.

6.6 Any obligation Inventia may have to provide Services in respect of the Printer will be discharged and cease to exist in the event that in Inventia's reasonable opinion the Customer has breached any of its warranties.

## **7 Warranties by Inventia**

7.1 Inventia warrants that:

- (a) Printer will conform to its Specifications for a period of 12 months from its shipment date from Inventia or, if installation was undertaken by Inventia, from the date of installation;
- (b) Consumables will conform to their Specifications for a period of 3 months from their shipment date from Inventia (together, the ***Inventia Warranties***);
- (c) Every PrintRun will meet the reasonable expectation of the Customer

7.2 The Inventia Warranties do not apply if:

- (a) non-conformance is in the reasonable opinion of Inventia due to (i) abuse, neglect, misuse, negligence or accident; (ii) improper handling, installation, maintenance or repair (unless undertaken by Inventia); (iii) unauthorised alterations; (iv) a Force Majeure event; or (v) a breach of warranty by the Customer; or
- (b) non-conformance is not promptly notified to Inventia.

7.3 The Customer's sole remedy for breach of an Inventia Warranty is the repair or replacement of the non-conforming Product as the case may be, at Inventia's option where both repair and replacement are possible. The warranty period for the repaired or replaced Product will be the later of 90 days from the date of shipment and the remaining period of the Inventia warranty applicable to that Product.

7.4 Apart from the Inventia Warranties, Inventia gives no warranty, express or implied, in respect of any Product hired, loaned, sold or otherwise supplied by it. In particular, it gives no warranty of accuracy, completeness, safety, merchantability, fitness for a particular purpose or ability to achieve a particular outcome or warranty against infringement of Intellectual Property.

7.5 To the maximum extent permitted by law, any implied warranty by Inventia, whether statutory or otherwise, is expressly excluded from any contract of sale, loan or other supply of Product.

7.6 Inventia will not be liable to the Customer for any loss, damage, expense or cost arising from the Customer's purchase, loan or hire of Product, except to the extent that they are caused by (i) the wilful misconduct or gross negligence of Inventia ; or (ii) by breach of an Inventia Warranty. In the event of (i) above, the full extent of Inventia's liability for any loss, damage, expense or cost will be the amount of the contract price for the specific Product which gives rise to the liability. In the event of (ii) above, the full extent of Inventia's liability is set out in clause 7.3. Inventia will under no circumstances be liable for any indirect or consequential loss suffered by the Customer, even if it has been notified of the potential for such loss.



## **8 PrintRun Guarantee by Inventia**

- 8.1 Notwithstanding clause 7, if the Customer is unable to complete a PrintRun or if the matrix, structure and/or cells do not form proper 3D structures immediately after the PrintRun, as the result of a shortcoming in the Product, Inventia will make no charge for that PrintRun (**Guarantee**), provided that the Customer complies with clause 8.2.
- 8.2 Within 14 days of the PrintRun in question, the Customer must raise a technical support case through the RASTRUM Support page, attaching any supporting documents and data associated with the claim, including any representative images of the printed 3D models.
- 8.3 If, after assessing the Customer's claim, Inventia determines that the Guarantee applies, then a financial adjustment will be made accordingly.

## **9 Force Majeure**

- 9.1 Inventia will not be liable for any loss, damage or penalty as a result of any failure to deliver Product due to any cause beyond its reasonable control, including any act of the Customer, any governmental requirement affecting the conduct of Inventia's business, fire, explosion, accident, theft, vandalism, riot, act of war, strikes or other industrial difficulties, lightning, flood and other acts of God, delay in transportation or inability to obtain necessary labour, fuel, materials, supplies or power at current prices.
- 9.2 If any such event continues for longer than 180 days, either party may terminate the order and the Customer will pay Inventia for the work performed prior to termination and all reasonable expenses incurred by Inventia as a result of termination.
- 9.3 In the event of delays in delivery of less than 180 days, the date of delivery will be extended by the period of time for which Inventia is actually delayed or as mutually agreed.

## **10 Intellectual Property**

- 10.1 For the purposes of this clause 10, Intellectual Property Rights include all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including as defined in Article 2A of the Convention Establishing the World Intellectual Property Organisation, July 1967.
- 10.2 Title to and ownership of (i) the Intellectual Property Rights embodied in Product and (ii) any improved, updated, modified or additional parts of Product will at all times remain the property of Inventia and the Customer agrees that it will do nothing to infringe those Intellectual Property Rights, e.g. by modifying, copying or attempting to reverse engineer any Product.
- 10.3 The Customer agrees to provide promptly to Inventia any feedback, suggestions or improvements relating to Product (**Customer Suggestions**) and grants to Inventia a world-wide, royalty-free, non-exclusive, perpetual, irrevocable licence (with the right to sublicense) to use its Intellectual Property Rights in respect of such Customer Suggestions to improve, market and sell Product.



**11 Returns**

- 11.1 Product may be returned for credit only with Inventia's written permission and subject to full compliance with its return shipment instructions.

**12 Overdue Amounts**

- 12.1 If the Customer breaches its obligation to pay any Inventia invoice in full within the agreed period, Inventia may:
- (a) charge interest on overdue amounts at a rate equal to the sum of 2 percentage points above the Commonwealth Bank of Australia corporate overdraft reference rate per annum; and/or
  - (b) delay performance of any of its obligations to the Customer under other orders until full payment has been made.

**13 No Waiver**

- 13.1 Inventia's failure to enforce fully any of these Standard Terms, or to exercise any right arising under them, does not constitute a waiver of its right to do so in the future.
- 13.2 Any waiver by Inventia of a default by the Customer must be in writing and will not operate as a waiver of any other default by the Customer.
- 13.3 All rights and remedies available to Inventia under these Standard Terms are cumulative and additional to any other legal rights and remedies that it may have.

**14 Entire Agreement**

- 14.1 The Quotation or any separate agreement referred to in clause 1.3, together with these Standard Terms, contain the entire agreement between Inventia and the Customer about their subject matter. Any previous agreement, understanding, representation or warranty relating to that subject matter is replaced by the Quotation, separate agreement and Standard Terms and has no further effect.

**15 Disputes**

- 15.1 All disputes as to the legality, interpretation, application or performance of these Standard Terms are governed and the Courts of New South Wales have the non-exclusive jurisdiction to determine all such disputes.