

TRADE ACCOUNT AGREEMENT - APPLICATION FORM

COMPLETE EITHER SECTION 1 OR SECTION 2. PLEASE REFER TO PAGE 2 FOR FURTHER INFORMATION REGARDING THE ACCOUNT APPLICATION

SECTION 1: Particulars of Purchaser (IF COMPANY, PARTNERSHIP OR TRUST)

*Organisation Name: _____	*ABN Number: _____
Trading Name: _____	
*Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Government	
Incorporation Name (if different): _____	
If "Other" Specify Type: _____	
*Nature of Business: _____	
*Organisation Type: <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
*Business Address:	
Postal Address (for invoices): _____	
*Delivery Address: _____	
*Telephone: _____	Fax: _____ Mobile: _____
*Email Address: _____	
Accounts Contact: _____	*Accounts Phone: _____
Accounts Email: _____	

SECTION 2: Particulars of Purchaser (IF SOLE TRADER ACTIVE ABN REQUIRED)

*Full Name: _____	
*DOB: _____	*Occupation: _____
*Email Address: _____	
*ABN: _____	Registration Date: _____
*Individuals Relationship to ABN: _____	
*Postal Address: _____	
*Delivery Address: _____	
*Telephone: _____	Fax: _____ Mobile: _____

I/we wish to trade with VWR International, Pty Ltd by prepaying each order prior to delivery:

Please circle **YES / NO**

(If 'YES' we do not require you to complete the Trade Reference section on the following page)

OR

I/we wish to trade with VWR International, Pty Ltd. by using a 30 day account:

Please circle **YES / NO**

(If 'YES' we require you to complete the Trade Reference section on the following page)

Acceptance – Terms Of Trade

All purchases by you, the purchaser named above from us will be subject to the Terms and Conditions of Trade (the "Terms") attached to this Application Form (which you acknowledge you have read and understood). The Terms provide (amongst other things) for the grant by you to us of a security interest in all Goods (by virtue of the retention of title) purchased from us to secure payment of all amounts owing (in whatever capacity) by you to us.

***Authorised Signatory:** _____ ***Position:** _____

***Printed Name (in full):** _____ ***Date:** _____

An asterisk (*) indicates a mandatory field for a section. Not completing this information may result in a delay in the processing of your application

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If you require a 30 day Trading Account Please fill in the additional required details below:

Estimated Monthly Purchase: _____

Estimated Credit Requirement: _____

(If over A\$20,000.00, please attach most recent audited profit and loss statement and balance sheet)

Trade References

Trade Reference One:		
Name: _____	Address: _____	Phone: _____
Length of account: _____	Payment Terms: _____	
Trade Reference Two:		
Name: _____	Address: _____	Phone: _____
Length of account: _____	Payment Terms: _____	
Trade Reference Three:		
Name: _____	Address: _____	Phone: _____
Length of account: _____	Payment Terms: _____	

Additional Information Regarding this Account Application

- An asterisk (*) indicates a mandatory field for a section. Not completing this information may result in a delay in the processing of your application
- A completed Account Application is required for ALL private VWR International Customers. Government Organisations or Companies underwritten by the Australian Government and Australian Universities should contact Customer Service on 1300 727 696 for further information
- "Cash Sale" Accounts are not available through VWR but a customer can request prepaid terms
- VWR International will only trade business to business – All customers must have an active ABN listed on the *Australian Securities & Investments Commissions* (ASIC)
- The individual completing the account application must be actively linked to the registered ABN provided on the application form. VWR can request further information regarding this relationship during the application assessment process
- If this application is for a prepaid account VWR require a formal remittance to be sent to csaus@au.vwr.com prior to dispatch of goods.
- Please provide any copies of relevant licences/permits/authorities for restricted products ie. Ethanol permits & poisons permits.

For VWR Use Only:	Name & Signature:	Dated:	Comments:
ABN Extract Printed and supplied to Regulatory Affairs (CST)			
Regulatory Assessment Completed (RA). Checked for License & Permits			
Account Supplied to Accounts for Trade Reference Checking (CST)			
Trade References Reviewed (Accounts)			
Payment Terms Approved	N030 / AN00		
Complete Application with extract saved on drive			
ZCMD Initiated – attach application to ZCMD			

Terms and Conditions of Product Sale by VWR International, Pty Ltd. (VWR)

1. Acceptance - ALL SALES ARE SUBJECT TO AND EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED HEREIN, AND UPON CUSTOMER'S ASSENT THERETO. THE TERMS AND CONDITIONS CONTAINED HEREIN WILL BE CONTROLLING, AND ANY ADDITIONAL AND/OR INCONSISTENT TERMS AND CONDITIONS SET FORTH IN ANY ACKNOWLEDGMENT, PURCHASE ORDER, OR ACCEPTANCE DOCUMENTS REQUESTED FROM AND/OR PROVIDED BY CUSTOMER ARE EXPRESSLY REJECTED. NO VARIATION OF THESE TERMS AND CONDITIONS WILL BE BINDING UPON VWR UNLESS AGREED TO IN WRITING AND SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF VWR.

2. Specifications - Product specifications are subject to change without prior notice.

3. Delivery - If the carrier is ordered by Customer, delivery of orders will be FCA (INCOTERMS 2000). If VWR arranges the carrier, title of all Products shall transfer to Customer upon VWR's delivery of such Products to the carrier. Shipping and handling fees, special packaging materials (e.g., blue ice), carrier surcharges (including fuel surcharges) and hazardous material fees imposed by government regulation will be added separately to the invoice.

4. Damaged Shipments - Please inspect your VWR shipment upon receipt. If any external damage is noticed, accept the shipment only after the driver has noted the damage on both his and your copies of the delivery receipt and you have requested an inspection by the carrier. Keep all containers and packing material for inspection. If, upon opening a shipment, you find a shortage or damage, you must request inspection by the carrier within 24 hours of delivery or you will relinquish your right to make a claim. VWR International reserves the right to repair a damaged product, where applicable, before replacement or credit is determined.

5. Payment Terms - Individual invoices, net thirty (30) days from date of invoice; summary invoices, if any, will be due as agreed. Payments are to be made in freely available Australian dollars, including applicable taxes, and other charges such as government imposed surcharges which VWR may be required to pay or collect with respect to the sale or transportation of the Products, or the provision of Services. Delinquent accounts will be subject to a service charge on past due amounts of one and one-half percent (1 1/2%) per month (or, if less, the maximum amount permitted by law). Payment by credit card may only be used as a prepayment method when placing orders or for past due collections. When a credit card is used to pay monies to satisfy a past due account, Customer will be charged bank rates.

Customer will provide VWR, concurrent with each payment, with remittance information in sufficient detail (to the invoice level or line level as the case may be) to allow VWR to properly apply payments or credit memos to outstanding receivable(s) on VWR's accounts receivable sub-ledger for Customer. Customer shall also include its account number with any remittance. Failure to supply VWR with such remittance detail will result in additional processing delays and may affect the credit status of pending or future Customer purchase orders. When Customer wishes to apply one or more credit memos towards a payment amount owed VWR, Customer agrees to provide VWR, on a timely basis, the specific credit memo number(s) and amount(s) to be applied, in addition to the remittance information requirements above. If Customer does not provide such information on a timely basis, VWR shall apply any such credit memos to outstanding receivables, beginning with the most-aged receivables first.

If required, Customer agrees to complete, sign and submit a standard VWR credit application to VWR's Accounts Department. Customer will provide, or make available to VWR upon request, its latest audited financial statements (or unaudited financial statements, if audits are not performed). VWR agrees to keep such information confidential and to use it exclusively to evaluate and apply a credit score or rating to Customer for extension of credit purposes or pending transactions. Furthermore, Customer agrees to inform VWR of any material adverse change in its business that would reasonably be expected (by an independent 3rd party) to negatively impact its outstanding or future payment obligations and the terms or conditions contained herein.

6. Sales Tax - Sales taxes where applicable (local, state or federal) will be added to the invoice price.

7. Product Return Policy

(a) The return of goods must be agreed with VWR on a case-by-case basis. All Returns are subject to a minimum 20% restocking charge, which VWR may issue on a case-by-case basis. For returns not due to VWR error, customer is responsible for all transportation fees related to the returned product. To ensure proper credit, each Product return must include the following information:

- > Customer Name and Address
- > Purchase Order Number
- > VWR Shipping Order Number
- > Date of Invoice
- > Catalogue Number of Returned Item(s)
- > VWR Return Authorization Number
- > Reason for Return

(b) Products not authorized for return include:

- > Products not in completely resalable condition (including Products with damaged, missing or defaced labelling or packaging)
- > Chemicals, reagents, diagnostics, sterile or any controlled products (unless products do not meet specification)
- > Laboratory apparatus or instruments that have been used or are without the original packaging, labelling and operating manuals.
- > Refrigerated products or other perishables
- > Products which are not inventoried by VWR and are not able to be returned to the manufacturer
- > Products purchased on a Special Order Basis
- > Products not purchased from VWR
- > Products with an expired shelf life or an expiration date too short for resale
- > Discontinued products

(c) Each return shipment of hazardous materials must be packed and labelled in accordance with applicable regulations applying to transportation of hazardous materials. Shipping documents must also meet applicable transportation regulations. When necessary, Customer shall include with each return shipment of equipment, a certification from an authorized representative of the company that the equipment was properly decontaminated in accordance with current regulations and other recommended guidelines. The product should be shipped to the indicated service centre and the transportation charges prepaid. To ensure prompt handling, the return authorization number should be placed on the outside of the package.

8. Product and Service Warranties

VWR warrants to the original Customer only that:

(a) VWR VistaVision™ microscopes are guaranteed to be free of defects in material or workmanship for three (3) years from delivery, with the exception of the electrical system, which is guaranteed to be free of defects in material or workmanship for one (1) year from delivery; VWR

sympHony™ meters are guaranteed to be free of defects in material or workmanship for three (3) years from delivery; and all VWR Private Label equipment is guaranteed to be free of defects in material or workmanship for two (2) years from delivery;

(b) all VWR Private Label laboratory casework will, under normal use, be free from defects in material or workmanship for one (1) year and corrosion for three (3) years from installation date and, if VWR installs the laboratory casework, the installation labor will be guaranteed for one (1) year;

(c) All software programs are warranted in accordance with the software vendor's license agreement;

(d) all other Products, branded and private label, will meet the manufacturer's specifications for a term equal to the warranty period stated in the Product manufacturer's literature or sixty (60) days, whichever is longer; and

(e) Services provided, if any, will be of the kind and quality designated and will be performed by qualified personnel.

(f) VWR makes no claims or warranties concerning sustainable/green products. Any claims concerning sustainable/green products, including but not limited to, any of the following: green, recycled, recyclable, reusable, refillable, renewable, biodegradable, degradable, photodegradable, compostable, carbon footprint, renewable sources, source reduced, ozone safe, ozone friendly, environmentally friendly, no CFC.s, CRC-Free, are the sole claims of the manufacturer and not those of VWR.

9. Limitation on Liability

In these terms and conditions, **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010(Cth), as amended from time to time, and **Consumer** means a consumer as defined in section 3 of the Australian Consumer Law.

(a) To the extent that Customer acquires goods or services from VWR as a Consumer, Customer may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement (**Non-excludable Conditions**). Nothing in these terms and conditions (including this clause) operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or any other statute where to do so would: (a) contravene that statute; or (b) render any part of this clause or these terms and conditions to be void.

(b) Except in relation to Non-excludable Conditions, IN NO EVENT SHALL VWR HAVE ANY OBLIGATION OR LIABILITY FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, USE OR GOODWILL), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE TOTAL LIABILITY OF VWR (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY PRODUCTS SOLD UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAID FOR SUCH PRODUCT(S) AND THE TOTAL LIABILITY OF VWR (INCLUDING ITS SUBCONTRACTORS AND AGENTS), IF ANY, FOR DAMAGES RELATING TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE SERVICE GIVING RISE TO SUCH CLAIM.

(c) Except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, in respect of which VWR's liability is not limited under these terms and conditions, VWR's liability to Customer for a failure (not being a 'major failure' within the meaning of the Australian Consumer Law) to comply with any Non-excludable Condition (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law) is limited, at VWR's election to: (i) replace (or re-perform the Service), at no cost to Customer, any such defective or non-conforming Product with a non-defective or conforming Product (as applicable) or (ii) credit Customer's account for all amounts paid with respect to the defective or non-conforming Product or Service upon VWR's receipt of the defective or non-conforming Product. In the event of replacement, the replacement Product will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

(d) If a Product should require service, contact the VWR office nearest your location for instruction (for a complete list of offices, see your VWR catalogue). When the return of the Product is necessary, a return authorization number will be assigned and the Product shipped, transportation charges prepaid, to the indicated service centre. To insure prompt handling, the return authorization number should be placed on the outside of the package and a detailed explanation of the defect enclosed with the Product.

(e) The liability of VWR under this limited warranty does not extend to any Products which are abused, altered or misused by the Customer or any other persons or entities or which become defective or non-conforming through the actions or inaction of the Customer or any other persons or entities. A defective or non-conforming Product is defined only as a Product which is outside of the manufacturer's defined Product specifications, and shall not include Products that fail to meet any fitness of use by Customer or any unique Customer operating conditions or applications.

10. Export Controls - Products purchased or received under this Agreement are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as mentioned in any such United States or foreign law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and is not otherwise prohibited by law from purchasing the Products or services hereunder. Customer shall be responsible to obtain any license to export, re-export or import as may be required.

11. Proprietary Information - Each party (a "Recipient") shall maintain in confidence, not disclose to any third party, and not use, except for the specific purpose of performing under this Agreement, all proprietary information furnished to it by the other party (a "Discloser") or any Discloser Affiliate in connection with this Agreement, or derived from the Discloser or any Discloser Affiliate in performance of this Agreement, and shall return to the Discloser or a Discloser Affiliate, upon request, all copies (then in Recipient's possession) of documents and other tangible media furnished by or derived from Discloser or such Discloser Affiliate, respectively, in connection with the performance of this Agreement. The Recipient shall inform its employees, agents, and representatives of these obligations and shall require them to assume equivalent obligations.

12. Miscellaneous

(a) **Termination** - This Agreement may be terminated by either party for convenience at any time upon reasonable written notice delivered to the other party. In the event of any termination or expiration of this Agreement, Customer shall be billed immediately for Products shipped through the effective date of such termination or expiration and all custom Products purchased for Customer in VWR's inventories at such date, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

(b) **Force Majeure** - In the event either party is prevented in whole or in material part from performing its obligations under this Agreement solely as a result of force majeure, upon the prompt giving of notice to the other party detailing such force majeure event and its anticipated duration, the obligations of the party so prevented shall be excused during such period of delay, and such party shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible.

(c) **Merger, Modification, Waiver** - No amendment, modification or waiver of these terms shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound, and in the case of a waiver, shall be effective only in the specific instance and for the specific purpose for which given, and shall not be construed as a waiver of any subsequent breach. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such

party thereafter to enforce each and every such provision. No course of dealing, usage of trade or course of performance shall supplement, explain or amend any term, condition or instruction of this Agreement or any shipment of Products hereunder.

(d) All orders, sales and these terms and conditions shall be governed by the laws of Queensland, excluding conflict of law rules. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

(e) Authority to Enter into Agreement - Each party represents and warrants that it is authorized to enter into this Agreement and that in so doing it is not in violation of the terms or conditions of any contract or other agreement to which it may be a party.

(f) Assignment - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and designees; provided, however, neither party shall have the right to transfer, assign or delegate its rights or obligations under this Agreement or any portion thereof without the prior written consent of the other party (except that either party may assign this Agreement to a parent, subsidiary or successor corporation without such consent).

(g) Nature of Relationship - Neither party, its employees or permitted subcontractors or agents shall, under any circumstances, be considered to be an agent, partner, joint venturer or representative of the other party.