

The research services and materials provided by Hudson Institute of Medical Research to You are subject to the following terms and conditions. 'You' or 'yours' refers to you the client; and 'us', 'we' or 'ours' refers to Hudson Institute of Medical Research, Hudson Genomics facility.

In these terms and conditions unless expressed or implied to the contrary:

- a. **Fee** means the amount payable for the provision of the Services as specified in the Quotation.
  - b. **GST** means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 as amended (GST Act) or any replacement or other relevant legislation and regulations.
  - c. **Quotation** means the quotation annexed to and forming part of these Terms and Conditions.
  - d. **Services** mean the sequencing services specified in the Quotation.
  - e. **Your Instructions** mean the instructions from You to Us as specified in the Quotation in relation to the provision of the Services.
2. We will perform the Services taking into account Your Instructions, if any.
  3. We will supply all personnel, equipment, materials and other things necessary to perform the Services excepting only those items expressed in the Quotation to be supplied by You (Your Items). We will return or destroy (at Our election) all of Your Items upon completion of the Services or termination of Our agreement constituted by these Terms and Conditions. You must cooperate with Us and must not interfere with or obstruct the proper performance of the Services.
  4. In consideration of the performance of the Services, You will pay to us the Fee detailed in the Quotation (or as otherwise provided) within 30 days of date of a tax invoice from Us. The total Fee for materials and or Services, unless otherwise stated, excludes GST and freight.
  5. Raw and processed data will be retained by Us for a period of not less than 3 months from the date of receipt of the data by You. You may request the raw data and in such circumstances it will be provided on a FAT32 (Microsoft Windows) pre-formatted hard disk drive, at a price to be agreed.
  6. The risk in the materials ordered passes to you at the time the materials are ordered. Title in the materials ordered passes to you at the time of payment in full of the Fee.
  7. You may not alter or cancel an order for Services without our prior written consent. If we agree to alter or cancel the order, you indemnify us against any loss, damage and expense incurred by us in relation to the alteration or cancellation of that order, including the cost of return freight, return shipping to factory of origin, items purchased from third parties for inclusion in the materials and all labour and engineering costs incurred by us in the execution or part execution of the materials and including compensation payable to any of our suppliers and loss of profit. In any event, we may alter the sample requirements, the methods used to prepare the samples and to perform the Services without notice.
  8. Ownership of rights in any pre-existing intellectual property not created as part of the Services which are contributed by a party for the purpose of carrying out the Services, will remain with the contributing party. Where the pre-existing intellectual property is contributed by You, We are licensed to use, modify or adapt that intellectual property for provision of the Services.
  9. Subject to clause 8, the intellectual property rights attaching to all material created or prepared by Us in connection with performance of the Services shall vest in You. We will assign all right, title and interest in the materials created or derived from performance of the Services to You.
  10. Subject to payment of all outstanding Fees (if any), We will execute all and any documents and do all acts and things necessary to effect the assignment under clause 9, including after completion or termination of the Services.
  11. You acknowledge that research work is by its nature uncertain and that outcomes cannot be assured. Whilst We will exercise reasonable care and diligence in carrying out the Services, We specifically exclude any warranty as to the outcomes of the Services or that the Services will be completed within certain time-frames.
  12. All statutory or implied conditions and warranties are excluded to the extent permitted by law. To the extent permitted by law, liability under any condition or warranty which cannot legally be excluded is limited to:
    - a. in the case of materials, the repair the Materials or supply replacement materials; and
    - b. in the case of research services, supplying the research services again or paying the cost of having the research services supplied again.
  13. You acknowledge and agree that, to the extent permitted by law, we have no liability in contract, tort (including negligence or breach of statutory duty), by statute or otherwise for loss or damage (whether direct or indirect) of profits, opportunity, revenue, goodwill, bargain, production, contracts, business or anticipated savings, corruption or destruction of data or for any indirect, special or consequential loss or damage whatsoever.
  14. Our total liability under any contract and these Terms and Conditions shall not exceed the total dollar amount of the materials purchased or research services purchased by you under each contract.
  15. You will defend, indemnify, and hold us harmless from and against any and all actions, judgements, liabilities, loses, damages, expenses, claims, suits and demands of whatever nature (Losses), arising from or connected with the provision of materials or research services pursuant to these Terms and Conditions, except to the extent that the Losses arise due to negligence or wilful misconduct by us.
  16. The arrangements constituted by these Terms and Conditions may be terminated by either party at any time on the provision of 14 days written notice of intention to terminate.
  17. If the arrangements constituted by these Terms and Conditions are terminated at your instigation you will still be required to pay for any milestones already reached as set out in the description of services and a pro-rata amount for any milestones partially achieved as advised by us acting reasonably.
  18. These Terms and Conditions will be governed by and construed in accordance with the laws of Victoria and the Courts of Victoria will have jurisdiction to entertain any action in respect of, or arising out of, these Terms and Conditions.
  19. These Terms and Conditions constitute the entire agreement between you and us and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between you and us with respect to the subject matter of these Terms and Conditions.
  20. All Quotations are strictly confidential and the price, terms and conditions must not be disclosed to any third party.
  21. Quotations are only valid for 30 days from the date of issue