

Adelaide University

ABN 41 202 953 738

Laboratory Animal Services

TERMS AND CONDITIONS FOR THE SALE OF ANIMALS

Please read this information carefully. If you submit an order for any Animal listed on Adelaide University's Laboratory Animal Services website, or any other Animal detailed in the Laboratory Animal Services on-line order form, you are accepting and agreeing to be bound by the terms and conditions set out below. If you do not agree with the terms and conditions, please do not submit any orders. We suggest that if you have any queries in relation to these terms and conditions that you seek your own independent legal advice.

In these terms and conditions, "we", "us" and "our" refers to Adelaide University, "you" and "your" refers to the person or entity ordering Animals.

We reserve the right to make changes to the Laboratory Animal Services website and to these terms and conditions at any time. Any such modifications will become effective on the date they are first published on the Laboratory Animal Services website. Please check the terms and conditions before submitting any order.

Purchasing Animals from this Website

1. Products

Adelaide University agrees to supply products listed in Laboratory Animal Services Product Price List, or any other animal detailed in the on-line order form ("**Animals**") and you agree to purchase Animals subject to these terms and conditions, which shall supersede any terms and conditions on any purchase order, form or document you submit or have submitted to Adelaide University ("**Agreement**").

Adelaide University may source Animals from a third-party supplier. Please note the following supplier terms and conditions which apply if we source Animals from that supplier:

- 1.1 Ozgene, Western Australia, [Ozgene ARC Terms and Conditions - Ozgene](#)
- 1.2 The Jackson Laboratory (www.jax.org), United States of America,
<https://www.jax.org/about-us/legal-information/terms-and-conditions-of-product-use>

2. Price

You agree to pay us:

- 2.1 the Price (in Australian dollars and including GST) for the Animals in accordance with the Price List appearing in this website;
- 2.2 transport costs, which we will notify to you after we have made arrangements for the transport of the Animals, unless you tell us you will collect (or arrange the collection of) the Animals from our premises; and
- 2.3 any applicable federal, state, municipal or other foreign government duties or taxes, using the method prescribed on the Laboratory Animal Services website.

3. GST

Australian residents are liable for GST on supply of the Animals unless you are able to prove by declaration that you are not in Australia at the time of making the purchase and will not be making use of the Animal in Australia. All prices included on this website are inclusive of GST, meaning that the price includes an amount for GST.

4. **Technical Assistance**

If we provide you with technical advice or assistance in relation to the Animals, you assume sole responsibility for interpreting and applying that advice or assistance. To the extent permitted by law, we will not be liable for loss or damage directly or indirectly suffered or incurred by you or any third party in consequence of your reliance upon that technical advice or assistance, whether that loss or damage arises from a breach of contract or at common law.

5. **Transfer of Animals**

Although we maintain a high level of animal welfare, any animal can be affected by the stress of transport. A copy of our Animal Transportation Policy is available on request. Both title to and risk in the Animal passes to you once the Animal leaves our premises. You may wish to obtain insurance cover for any such risk. Alternatively, you may arrange transport in consultation with us and subject to complying with our Animal Transportation Policy.

6. **Animal Use Limitation**

You agree that the Animals and their descendants, if any, will not be bred for sale nor distributed to any third parties outside your institution and it will be used solely for research purposes. Animals must be used in a safe manner and in accordance with all applicable government rules and regulations.

You agree that the Animals will not be used for, or in the design of any experiment not approved by the relevant institutional Animal Ethics Committee(s).

You also agree that Animals are not to be used by you in any form of breeding program or process (as defined below) unless we have given prior written approval. In seeking such approval, you must disclose to us the exact nature and scope of the experimental design. We may at our absolute discretion decline to give such approval without providing any reasons to you for that decision.

A “breeding program or process” refers to any form of reproductive procedure, including but not limited to the production of offspring, the creation of embryos and/or applications involving stem cell technology.

7. **Order Acceptance Policy**

Your receipt of an electronic confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline or limit your order for any reason. We may also require additional verification or information before accepting an order. Animals may become unavailable at short notice. We will notify you in writing once we accept your order.

8. **Exclusions and Limitation of Liability**

8.1 Except to the extent, if any, required by law, Adelaide University makes no representations or warranties, either express or implied, of any kind with respect to the Animals, the information, services or materials offered, sold or displayed on the Laboratory Animal Services website.

- 8.2 You agree that, except as provided under the return policy or as otherwise required by law, Adelaide University and its officers, employees or other representatives will not be liable for, and you release them from liability for, any damage, loss or expense of any kind arising out of or resulting from your possession or use of the Animals, or any action or inaction by them, regardless of whether such liability is based in tort, contract or otherwise.
- 8.3 Adelaide University's liability in connection with each supply of goods or services is limited with respect to:
 - 8.3.1 any non-excludable guarantee or condition, in the sole discretion of Adelaide University, to the replacement of Animals, re-supply of services, or cost of having Animals replaced or services re-supplied; and
 - 8.3.2 any other liability, to an amount not exceeding those amounts paid by you.
- 8.4 Neither you nor we will be liable to each other for any indirect, special, incidental, consequential or punitive damages, including without limitation in respect of:
 - 8.4.1 loss of profits;
 - 8.4.2 loss of experiment;
 - 8.4.3 loss of funding;
 - 8.4.4 loss of goodwill;
 - 8.4.5 losses associated with contamination, infection or disease to any other animal(s) existing in any laboratory into which the Animals are introduced;
 - 8.4.6 work stoppage; or
 - 8.4.7 malfunction or interruption of business.

9. **Adelaide University Representations**

- 9.1 Whilst we take every precaution in the preparation of technical circulars, price lists and other literature appearing on the Laboratory Animal Services website, these documents are for your general guidance only. You acknowledge that you have not relied on any representation made by us, which has not been stated expressly in this Agreement, or upon any technical circulars, price lists or other literature produced by us.
- 9.2 Our employees or agents are not authorised to make any representations concerning the Animals, unless we confirm such representations in writing. You acknowledge by accepting delivery of the Animal that you do not rely on, and that you waive any claim for breach of, any such unconfirmed representations.

10. **Dispute Resolution**

- 10.1 If there is a dispute between you and us concerning this Agreement, the disputing party will give written notice specifying details of the dispute to the other party.
- 10.2 If the dispute is not settled by agreement within 14 days of service of the notice, the dispute will be referred to your Managing Director or equivalent or delegate and our Deputy Vice-Chancellor (Research and Innovation) or nominee ("**Dispute Representatives**"). The Dispute Representatives must attempt to resolve the dispute within the next 14 days or longer as agreed between them.
- 10.3 If a dispute is not resolved within 30 days from referral to the Dispute Representatives (or longer as agreed in writing), either party may take further action.
- 10.4 Either you or we may seek urgent interlocutory relief without following the process in this clause.

11. **Assignment**

You must not assign or transfer or purport to assign or transfer this Agreement or the benefits thereof to any other person without our prior written consent.

12. **Force Majeure**

We shall not be liable for any failure to perform this Agreement, or for any loss and damage suffered by you in consequence thereof which failure arises from any clause whatsoever

beyond our control, including (but not being limited to) computer, communication or network failures, fire or other accident, strikes or other labour disputes, inability to deliver Animals, or any computer virus introduced by a third party.

13. General

- 13.1 These terms and conditions together with any applicable policies and procedures of Adelaide University constitute the entire agreement between you and us about its subject matter and replaces all oral and written prior communications and agreements between you and us.
- 13.2 This Agreement may only be varied by you and us in writing.
- 13.3 A clause or part of a clause of this Agreement that is void, voidable, unenforceable or illegal in any jurisdiction will not apply in that jurisdiction but will apply in jurisdictions where it would not be void, voidable, unenforceable or illegal and the rest of this Agreement will still apply.
- 13.4 The law of South Australia, Australia apply to this Agreement, and proceedings must be commenced in the courts of South Australia or the Adelaide Registry of the Federal Court of Australia.
- 13.5 Any notice to be given by either you or us will be in writing and forwarded to the other party either by post or electronic mail to, for us, the address indicated below, and for you, the address you specify in the order form.

14. Contact Information

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