

CREDIT ACCOUNT APPLICATION

Fax: +61 2 8332 7346

Email: orders@apollohcx.com



To pay on account, complete the following before printing and faxing. Forms can also be saved and sent by email.

Business Details

Business Legal Name	
Trading As	
ABN (Australia Only)	
Contact Name	
Contact Telephone Number	
Fax Number	
Email Address	
Department / Division	
Registered Business Address	
Delivery Address For Orders	
Credit Limit Required	
Bank Name and Address	

Trade References

Creditor	Contact Name	Telephone Number

TERMS & CONDITIONS OF SALE



1. Definitions

In these terms and conditions ("**Conditions**"), "**Apollo**" means Apollo Cytokine Research Pty Ltd (ABN 20 117 202 794) or any of our affiliates that is processing the order of purchase of Products; "**Customer**" means the person, company or other entity that orders or buys Products from us and in each case their respective successors and/or assigns.

"**Legitimate Purpose**" means use for research and experimental purposes only which does not include any use of the Products on human subjects. Use of the Products on animals may only be carried out in accordance with approved ethical research protocols and all relevant local and international laws, regulations, standards and rules.

"**Order**" means the Customer's order for the Products, which may be placed with Apollo including through Apollo's website.

"**Products**" means the products described in the Order.

2. Contract

A contract binding on the Customer and Apollo for the supply of the Products ("**Contract**") will come into existence on the date Apollo accepts the Order, and will comprise the Order, Apollo's acceptance of the Order and these Conditions. Apollo's acceptance of the Order is conditional upon Apollo's ability to process the order depending on available stock of the Products.

The Contract is the entire agreement between Apollo and the Customer about its subject matter and supersedes all other contracts, arrangements and understandings relating to the supply and delivery of the Products, whether written or oral.

Apollo's acceptance of the Order will override the Order and these Conditions to the extent of any inconsistency. These Conditions will override the Order to the extent of any inconsistency, as well as any terms and conditions presented by the Customer to Apollo (whether with the Order or otherwise), which terms and conditions will be void and unenforceable.

If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the relevant provision (or part thereof) may be severed from these Conditions in respect of that jurisdiction only, and the remaining provisions of these Conditions continue in force.

The Contract must be governed and construed in accordance with the laws applicable in New South Wales, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

3. Price, Tax and Other Charges

The price of the Products shall be the price appearing on Apollo's then current price list. Apollo reserves the right, by notice to the Customer at any time before delivery of the Products, to increase the price of the Products to reflect any increase in costs to Apollo due to any factor beyond Apollo's reasonable control.

Any tax (including goods and services tax, use tax, sales tax, excise tax, duty) or charge imposed by any governmental authority (including inspection or testing fee) on or measured by the transaction according to the Contract shall be paid by the Customer in addition to the price quoted or invoiced. If Apollo is required to pay any such tax, fee or charge, the Customer shall reimburse Apollo with the amount paid.

4. Authorized Uses

The Customer must only use the Products for a Legitimate Purpose. The Customer must upon request, confirm in writing (and provide evidence to the satisfaction of Apollo) that the Customer is using the Products only for a Legitimate Purpose

The Customer must not on-sell the Products to a third party. In addition, the Customer must not take any action that would imply or infer that the Products did not originate from Apollo (failure to do so automatically voids all Product warranties); nor modify any Products or alter, supplement, obscure or remove any label, instruction or packaging on or related to the Products without the prior written approval of Apollo;

The Customer not make any claims regarding the Products other than those described in Apollo approved Product literature, posted on the Apollo website, or approved in advance in writing by Apollo. On request, the Customer must provide Apollo with a sample of any flyer, newsletter, catalogue or promotional material used by the Customer that makes any reference to the Products.

TERMS & CONDITIONS OF SALE



The Customer has the responsibility to conduct any research necessary to learn the hazards involved for any of the Customer's uses of Products. In addition, the Customer is responsible for warning any party (including customers, employees and auxiliary personnel such as freight handlers etc) of any risks involved in using or handling the Products. The Customer agrees to comply with instructions for use of Products furnished by us, if any, and not to misuse the Products.

The Customer agrees to ensure that the importation (if applicable), purchase and use of the Products by the Customer complies with all applicable laws, including any laws relating to the procurement, use and possession of the materials.

5. Technical Assistance

Any advice, recommendation, information, assistance or service provided by Apollo in relation to the Products or their use or application is provided in good faith and is believed by Apollo to be appropriate and reliable in the circumstances and context in which it was given. However, any advice, recommendation, information, assistance or service provided by Apollo in relation to any Products is provided without incurring any liability or responsibility on the part of Apollo and the Customer assumes sole responsibility for results obtained upon reliance of thereon.

6. Delivery and Property

Costs of delivery and insurance will be invoiced to the customer by Apollo at the time of order, and the Products shall be at the risk of the Customer upon delivery to the Customer or the Customer's agent or to a carrier commissioned by on or on behalf of the Customer.

Apollo reserves the right to make delivery in installments, all such installments to be separately invoiced and paid for when due per invoice.

Property in each unit of the Products purchased shall pass to the Customer when full payment of the price and any costs incurred by Apollo have been received by Apollo or, if paid by cheque, when that cheque has been cleared and the proceeds received by Apollo's bank.

Until property in the Products passes to the Customer hereunder the Customer shall unless otherwise agreed by Apollo store the Products so that they are clearly identifiable as the property of Apollo.

If the Customer fails to make payment within the agreed credit period (if any) Apollo shall be entitled to enter the Customer's premises where the Products are stored, to take possession of the Products, to resell the Products and to recover from the Customer any loss of profit and expenses incurred in doing so.

7. Intellectual Property Rights

All right, title and interest in any intellectual property rights in connection with the Products (and all associated materials, images and information) is vested in Apollo. The Customer must not directly or indirectly do anything to interfere or challenge these rights, and must give Apollo all reasonable assistance in defending any intellectual property infringement or threatened infringement.

8. Warranty

Apollo does not make any express warranties in relation to the performance of the Products. In particular, Apollo makes no warranty, expressed or implied, including any implied merchant ability or fitness for any particular purpose.

9. Liability

Apollo makes no warranties under these Conditions. Furthermore, Apollo does not exclude or limit the application of any statute where to do so would contravene that statute or cause any part of this clause to be void.

Apollo excludes:

(i) all conditions, warranties and terms implied by statute or general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause this clause to be void ("**Non Excludable Condition**");

(ii) all liability to the Customer in contract or any other legal theory (including but not limited to strict liability in tort or warranty of any kind) for special, consequential or indirect damages including, without limitation, lost profits (even if Apollo had notice of the possibility of such damages and damages suffered as a result of claims by any third person);

(iii) all liability to the Customer in connection with the Customer's use of Apollo's intellectual property rights; and

(iv) all liability to the Customer in negligence for acts or omissions of Apollo and its employees, agents and contractors arising out of and in connection with these Conditions.

Apollo's liability to the Customer for breach of any express provision of these Conditions or any Non Excludable Condition is limited to one of supplying, replacing or repairing the relevant Products, supplying again those services in respect of which the breach occurred, or at the option of Apollo, the refund of the price paid by the Customer. In order to receive this remedy, the Customer must, within 30

TERMS & CONDITIONS OF SALE



days of delivery of the Products to it, make a written claim to Apollo setting out the full particulars of the alleged defective Product (including proof of the claimed defect) to enable a proper examination by Apollo.

The Customer must indemnify Apollo against the full amount of all expenses, losses, damages and costs (on a full indemnity basis and whether incurred by or awarded against Apollo), that Apollo may sustain or incur, including those arising from an action claim or demand brought or made against Apollo by a third party, directly or indirectly in connection with any breach of these Conditions by the Customer, and the Customer's use of the Products.

10. Force Majeure

Deliveries may be totally or partially suspended by Apollo (without liability) during any period in which Apollo may be prevented or hindered from manufacturing the Products or from delivering by Apollo's normal means of supply or delivery by normal route through any circumstances outside its reasonable control, including but not limited to war, terrorism, strikes, lockouts, raw material shortages, accidents, breakdowns of plant or machinery, power failures, storms, floods, earthquakes or fire. Should Apollo due to short supply of any material, ingredient or ingredients be unable to supply any Products, it may at its sole and unfettered discretion make available a proportion of the available Products to any of its Customers and will not be regarded as in breach of contract for so doing.

11. Future Dealing

Notwithstanding any terms or conditions appearing in documentation provided by or on behalf of a Customer the terms and conditions appearing herein shall be incorporated by implication in all agreements by Apollo to supply the Customer with Products.

12. Service

Any notice required to be given may be given by letter, or facsimile to the address shown in these Conditions of Sale unless some other address has been notified by one party to the other for the service of notices.

If given in a letter, it shall be deemed to have been given on the day when it would ordinarily have been received in the post and if by facsimile shall be deemed to have been received on the day of transmission or if that be a day when Apollo is not open for business then on the next day after the day of receipt when Apollo is open for business.

Apollo Cytokine Research Pty Ltd
147 Queen Street
Beaconsfield NSW 2015
Australia
Phone: +61 2 8332 7300
Facsimile: +61 2 8332 7346

13. Payment

Receipt of Payment is required within 30 days of receipt of Invoice.

All invoices to Australian customers will include GST.

TERMS & CONDITIONS OF SALE



Acceptance

I / We hereby confirm that I / we have understood and agree to these terms and conditions of sale.

_____ Authorized Signature	_____ Print Name	_____ Date
-------------------------------	---------------------	---------------

_____ Authorized Signature	_____ Print Name	_____ Date
-------------------------------	---------------------	---------------

For and on behalf of:

Customer Name