

# Standard Terms of Business

## 1. Proposal

- (a) Every Proposal issued by IGT to its Customer has these Standard Terms incorporated into it and expressions used in the Proposal have the same meaning when used in the Standard Terms.
- (b) These Standard Terms cannot be varied or excluded except with the written agreement of an officer or other authorised representative of IGT.

## 2. Variation of Proposal

- (c) Once it has been accepted, a Proposal may be changed only with the written agreement of both IGT and Customer. This agreement to vary must set out the particular changes that are to be made and their effect (if any) on the price of the Services and the obligations of Customer and IGT under the Proposal.
- (d) If the Proposal is varied at the request of Customer and IGT agrees to the changes, Customer will be liable to IGT for any cost or expense that is wasted as a consequence of the variation.

## 3. Payment

- (e) Customer will pay all invoices issued by IGT within 21 days of the date of the invoice. Where possible the invoice will be emailed or faxed to Customer.
- (f) If IGT has reasonable concerns about the ultimate collectability of any money that may become due and owing to it under a Proposal, IGT may without notice to Customer delay or postpone its performance under the Proposal and may, at its option, change the terms of payment to require payment (in full or in part) in advance of its performance of any of its obligations.

## 4. No Warranty

Although IGT may:

- (g) provide special instructions and guidance to Customer for the purpose of the optimal provision of the Services, and
- (h) provide Customer with technical assistance and information with respect to its products and Services,

IGT does not warrant that such guidance, information, instructions and assistance will be effective in every circumstance or lead to any particular outcome.

## 5. Shipping

- (i) Shipping and handling charges will be specified in the Proposal.
- (j) Where IGT does not transfer the embryos itself, the delivery of embryos to the carrier at IGT's shipping point will constitute delivery to Customer, and Customer bears all risk of loss or damage in transit after that time.
- (k) IGT reserves the right to make delivery in instalments, each of which will be invoiced and paid for separately, without regard to subsequent deliveries. Any delay in delivering any instalment will not relieve Customer of Customer's obligation to accept and pay for all remaining deliveries.

## 6. Returns

Where IGT does not transfer the embryos itself, embryos may not be returned by Customer for credit except with the written agreement of IGT, and then only in strict compliance with IGT's return shipment instructions.

## 7. Force Majeure

IGT will not be liable for any loss, damage or penalty as a result of any failure to deliver or otherwise perform its obligations under a Proposal, due to any cause beyond IGT's reasonable control, including unsuccessful reactions, act of Customer, embargo or other governmental act or requirement affecting the conduct of IGT's business, fire, explosion, accident, theft, vandalism, riot, act of war, strikes and other industrial difficulties, lightening, flood, windstorm and other acts of God, delay in transportation or inability to obtain necessary labour, fuel, materials, supplies or power at current prices.

## 8. Customer Default

- (l) If Customer breaches any obligation under the Proposal, Customer agrees to indemnify IGT in respect of all loss, damage, costs, expenses and other liability that it may incur as a direct or indirect consequence of that breach.
- (m) without prejudice to (a), if Customer's breach is the non-payment of any IGT invoice in full within the agreed period, IGT may:
  - (i) charge interest on any outstanding amount at the rate of x% per annum, which Customer agrees to pay;
  - (ii) delay performance of any of its obligations under its Proposal with Customer until full payment has been made;
  - (iii) terminate its agreement with Customer, in which event Customer will be liable to IGT for all costs and liabilities that it has incurred in performing under the agreement up to the date of termination.

## 9. No Waiver

- (n) IGT'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.
- (o) Any waiver by IGT of a default by Customer must be in writing and will not operate as a waiver of any other default by that Customer.
- (p) All rights and remedies available to IGT under these Standard Terms are cumulative and additional to any other rights and remedies that it may have at law or in equity.

## 10. Governing Law

All disputes as to the legality, interpretation, application or performance of these Standard Terms are governed by the laws of Queensland.