

Ordering and Purchasing Terms & Conditions—Monash University, through its Animal Services Division (“Animal Services”)

1. All orders for animals, consumables, technical services & accommodation must be submitted in writing on the official Animal Services order form. This can be submitted via fax, email or post.
2. Modifications to existing orders must be sent on the same Animal Services order form with details of modification in the 'special instructions' section. (Please do not send individual staff members instructions via their direct email as errors may occur if particular staff are on leave or absent).
3. Where orders for rodents are submitted by 1pm to Animal Services, we will endeavour to ensure delivery the following business day in the Melbourne metropolitan area. If the order is submitted later than 1pm, with no prior organization, the order may not be processed until the next day.
4. Animals will only be issued if a valid ethics approval number is provided on the Animal Services order form.
5. Orders will be accepted on a first come basis and standing orders take priority over once off orders.
6. Administration should be contacted for expected delivery times of animals each day.
7. Animals will not be issued if the weather is considered too hot or too cold or otherwise unsuitable in Melbourne or the destination for delivery. In these situations a new delivery date will be negotiated.
8. Cancellation of orders must be submitted in writing via fax or email. Notwithstanding cancellation, marmoset and other non human primate orders will be charged at full price once the Animal Services order form has been completed and submitted. Administration should be contacted for specific primate order restrictions prior to submitting an official order.

Time-mated animals will be charged at full price as soon as the mating is set up by the technician.

For all other animals, Animal Services will endeavour to sell the cancelled animals elsewhere, but if unsuccessful within two (2) weeks of cancellation, the animals will be charged at full price.
9. Quarantine animals or products can only be dispatched to approved AQIS facilities.
10. Animal Services can only guarantee that animals have been mated on a specific date by observation of a vaginal plug. We cannot guarantee the outcome of the mating. Monash Animal Services cannot guarantee that a mouse or rat is:
 - (a) Pregnant even though a vaginal plug has been observed.
 - (b) Pregnant by palpation up to 13 days after the vaginal plug is found.
 - (c) That palpated pregnant animals will retain their pregnancy .
 - (d) That animals will give birth on a particular day.

We can also not guarantee that the number of animals requested to be mated on a particular day will in fact mate on that day.
11. Quarantine animals or products may only be issued after AQIS release.
12. Non-disposable, returnable cat and marmoset/primate transport boxes are provided to clients to reduce client costs. These are to be returned to Animal Services within 14 days of dispatch. Non return will incur the cost of the transport box.
13. On weekends, public holidays and the University Christmas close down period, Animal Services is closed and only provides general husbandry to the animals. Clients requiring urgent access, animals or technical services at this time are to provide Animal Services with one month's notice of their intentions. It will be necessary for clients to collect animals personally during these times.
14. All payments are to be made within 28 days of invoice.
15. You agree to use any products supplied by Animal Services in a safe manner, and in accordance with all applicable laws and governmental rules and regulations.
16. As a purchaser of animals, you agree that the animals and their descendants, if any, will not be bred for sale nor distributed to any third parties, and will be used solely for research purposes.
17. You must not, without the prior consent of Animal Services, return animals to Animal Services.
18. Diagnostic products and services provided by Animal Services are being provided for research purposes only, are not intended for use in human or clinical diagnostics, and have not been so approved by regulatory agencies.
19. Where your animals are to be accommodated or agisted or otherwise housed, at Animal Services' premises, the following provisions of this clause shall also apply:
 - (a) You may be required to provide an animal health report as to the health status of your animals in accordance with Animal Services' requirements as notified to you.
 - (b) Animal Services has the right to reject any animal that is injured or that has pathogens or that is otherwise considered unfit.
 - (c) Acceptance of any animal does not constitute an

admission by Animal Services that the animal is free of injury or pathogens or otherwise fit.

- (d) Animal Services has the right to undertake tests to ascertain the health of any animal at any time. Where such tests are other than routine or have not been included in the price, you will be required to pay an additional fee for such tests and any transport if applicable (at Animal Services standard rates or the rates of any applicable third party provider). For any tests for which you are to pay a fee, Animal Services will endeavour to obtain your consent in advance unless Animal Services considers the matter an emergency.
- (e) Animal Services has the right to undertake any treatment or investigative procedure where Animal Services considers it reasonably necessary to preserve or investigate the health of an animal. Where such procedures have not been included in the price, you will be required to pay an additional fee for such procedures and any transport if applicable (at Animal Services standard rates or the rates of any applicable third party provider). For any procedures for which you are to pay a fee, Animal Services will endeavour to obtain your consent in advance unless Animal Services considers the matter an emergency.
- (f) Animal Services has the right to destroy any animal where Animal Services considers it reasonably appropriate in the interests of the animal or to prevent an outbreak of disease. In such a case, Animal Services will endeavour to consult with you in advance unless Animal Services considers the matter an emergency. You will be required to pay a fee for such destruction and any associated disposal of the animal (at Animal Services standard rates or the rates of any applicable third party provider).
- (g) Where a type of accommodation has been agreed, such accommodation may need to be varied having regard to the health status of the animal. Unless Animal Services considers a change in accommodation an emergency, Animal services will consult with you and obtain your agreement to any such change. You will be required to pay a fee for such change in accommodation (at Animal Services standard rates).
- (h) Animal Services may request that you remove any of your animals from Animal Services' care due to the health of the animal or the non-payment of any fees payable by you. You must comply with such request immediately at your cost.
 - (i) Notwithstanding any other term or condition herein, Animal Services shall be entitled to take such action as it considers reasonably necessary to comply with any applicable law or government endorsed code of practice relating to the care or treatment of animals.
 - (j) Animal Services' facilities are not guaranteed to be free of pathogens. Further, Animal Services' staff will not be present at all times to oversee animals. Whilst Animal Services will endeavour to exercise reasonable care in dealing with your animals, to the fullest extent permitted by law Animal Services specifically disclaims and excludes any warranty, representation or guarantee as to the safety and security of your animals, or that such animals will be free of injury, death or disease.
- (k) You agree that Animal Services has a lien over your animals for all unpaid amounts owing on your behalf. If any amount owing by you is more than 30 days overdue, Animal Services may sell or otherwise dispose of any of your animals and use any net proceeds (after paying all costs related to such sale or disposal and any legal fees) by way of set off against the whole or part of your debt. If such sale or disposal results in a net cost to Animal Services, you must pay that cost.
 - (l) Acceptance or holding of your animals by Animal Services at its facilities is not intended to establish, and shall not be construed as establishing, a bailment.
- (m) These terms and conditions also apply to any offspring of your female animals that give birth whilst at Animal Services' facilities. Any such birth may require a change in accommodation. You will be required to pay a fee for such change in accommodation (at Animal Services standard rates).
- (n) Where you wish to take possession of any of your animals, you must give Animal Services at least 24 hours written notice and collect them at an agreed time between the hours of 8am and 6pm on open days. An Animal Services staff member must be present at collection and all Animal Services release documents must be signed by you. After hours collection may be arranged by agreement at an extra fee.
- (o) With respect to all or any of your animals, Animal Services may terminate any agreement it has with you in relation to accommodation, agistment, housing and/or other related services, by giving you at least 30 days notice in writing. On or prior to the termination date, you must collect the relevant animals in accordance with these terms and conditions.

20. IMPORTANT – LIMITATION OF LIABILITY AND INDEMNITY

To the fullest extent permitted by law, all implied terms, conditions and warranties are hereby excluded. Subject to these terms and conditions and any other terms and conditions agreed by Animal Services and you, Animal Services will endeavour to provide the products and services in accordance with your order (unless otherwise notified to you). If you determine that the products or services do not conform to your order (as accepted by Animal Services) or are otherwise materially defective (having regard to the use to which they are to be put as notified to Animal Services) and are, therefore, unacceptable, you must notify us immediately and in any event no later than 48 hours after your receipt of the products or services. If your complaint is established, Animal Services will, at its option, either replace the rejected products or resupply the rejected services, or refund to you, or not charge you, the invoice price for such products or services. **This shall be the total liability of Animal Services to you for or in connection with its supply of products or services and all other liability is hereby excluded except to the extent that such other liability cannot be excluded pursuant to statute law.**

Except as aforementioned, Animal Services and its officers, employees, agents and contractors, will not be liable for any loss or damage, or any injury, illness or death or any liability, claims, costs, proceedings, causes of action or damages (including any direct, indirect, special, economic or consequential damages) arising out of the performance of services or the provision of products, and whether arising from negligence or otherwise on the part of Animal Services, its officers, employees, agents or contractors. In purchasing products or services from Animal Services, you expressly release, indemnify and hold harmless, Animal Services and its officers, employees, agents and contractors, from all liability, claims, costs, proceedings, causes of action and damages (including any direct, indirect, special, economic or consequential damages) arising out of your use of or reliance on any products or services supplied to you by Animal Services and any other person's use of or reliance on such products or services or derivatives thereof.

21. Animal Services will not be liable for any delay or non-performance or any losses, claims, expenses, or damages due to any act, event or cause beyond the control of Animal Services.
22. These terms and conditions represent the general terms and conditions of sale applicable to Animal Service's products and services. In addition, special terms and conditions of sale for certain products and services offered by Animal Services may also apply. These will be the subject of a separate agreement with you.
23. No document issued by you attempting to negate or otherwise modify these terms and conditions, including any purchase order or request for proposal, shall be binding upon Animal Services, and instead the foregoing terms and conditions, including any special terms and conditions agreed separately, shall exclusively govern the supply of products and provision of services to you by Animal Services.
24. The terms and conditions of the agreement between you and Animal Services and each and every part thereof shall be construed so as not to infringe the provisions of any Statute whether State or Federal, but if any such term or condition on its true interpretation does infringe any such provision, that term or condition shall be read down to such extent as may be necessary to ensure that it does not infringe, and in the event that the offending term or condition cannot be so read down it shall be deemed to be void and severable without in any way diminishing the enforceability of the remaining terms and conditions and each of them.
25. The agreement between you and Animal Services is governed by, and shall be construed in accordance with, the laws of the State of Victoria, Australia and any applicable Australian Federal laws.
26. These terms and conditions and any special terms and conditions agreed between you and Animal Services may be varied at any time by Animal Services, provided that such variation shall not take effect in relation to you until Animal Services has given you notice in writing of the changes with a date for the changes to take effect being a date at least 30 days after the date of the notice. You may cancel any order and/or terminate any agreement governed by such terms and conditions by giving written notice to Animal Services at any time prior to such changes taking effect.