

**WATERS SUPPORT PLAN (The PLAN) TERMS AND CONDITIONS
THE CONDITIONS SHOWN BELOW APPLY TO THE SALE OF GOODS.**

WHERE YOU HAVE PURCHASED A SERVICE PLAN, THE APPLICABLE TERMS AND CONDITIONS ARE THOSE SUPPLIED IN CONJUNCTION WITH THE QUOTATION FOR THAT PLAN.

The sale by Waters Australia Pty Limited (ABN 49 065 444 751) to its customer shall be subject to the following terms and conditions. These conditions are included in and form part of the quotation, statement, invoice or delivery docket unless any of the conditions are excluded or modified in writing by an authorized officer of Waters Australia Pty Limited.

1. In these conditions:

“Goods” means the goods to be supplied by the Vendor and described on the other side hereof and/or in a document attached hereto;

“Purchaser” means the purchaser described on the other side hereof and/or in a document attached hereto of the Goods;

“Vendor” means Waters Australia Pty Limited;

reference to the singular includes the plural.

2. The placement of any order with the Vendor arising from the Purchaser's acceptance of the Vendor's quotation for Goods shall be deemed to be acceptance of these Conditions by the Purchaser but the Vendor may accept or reject any order in whole or in part for Goods.
3. Prices quoted herein are firm for a period of thirty (30) days unless otherwise specified except when the prices are based on a specified currency conversion rate and if such rate varies the price may be varied in the same way.
Notwithstanding any contrary language in this quotation, Waters expressly reserves the right to unilaterally adjust the prices effective as of January 1 every year. In the event that the Expiration Date stated in the quotation falls on a date later than January 1 of the following year, the prices will be deemed to have expired on January 1 of that year and will be replaced by the prices newly quoted by Waters, unless agreed otherwise with Waters.
4. Unless otherwise indicated, prices quoted herein include freight and handling charges, installation and commission charges.
5. Unless otherwise indicated, the Purchaser shall pay the Vendor the price for the Goods within thirty (30) days after the date on the Vendor's invoice for the Goods.
6. Title in the Goods shall not pass to the Purchaser until the earlier of payment in full of the price for the Goods or disposal of the Goods in the ordinary course of business of the Purchaser and until that occurs the Purchaser shall hold the Goods as bailee of the Vendor. Risk in the Goods shall pass to the Purchaser on their delivery to the Purchaser.
7. If a delivery date is specified on the reverse side hereof, then the Vendor will attempt to deliver Goods by that date but the Vendor shall be under no obligation to do so.
8. If the Purchaser does not pay the price for the Goods when due, without prejudice to any other remedy which may be available to the Vendor, the Purchaser shall deliver up the Goods to the Vendor upon demand and if the Purchaser fails to do so, the Vendor may retake possession of the Goods (and for that purpose the Purchaser authorises the Vendor and its employees and agents to enter the Purchaser's premises and remove the Goods without notice) and the cost of retaking possession of the Goods shall constitute additional charges payable by the Purchaser to the Vendor.
9. Any claim for error in respect of Goods delivered must be made in writing within seven (7) days after their delivery.
10. When the Goods are installed by the Vendor at the Purchaser's request, the Purchaser shall provide at no cost to the Vendor, all utility services required and, when necessary, special handling equipment. Installation of the Goods will normally be made as soon as practicable after their delivery.
11. The Vendor warrants that the Goods manufactured by Waters Corporation are free from defects in materials and workmanship when used in accordance with instructions given by the Vendor from time to time for the period notified by the Vendor to the Purchaser provided that if the Goods are not installed by the Vendor the above warranty shall apply only if the Goods are installed and maintained strictly in accordance with instructions provided by the Vendor from time to time.
Warranty period: One year on new instruments, 90 days on consumables, spares parts and reconditioned instruments.
12. Apart from the warranty in Clause 11 and warranties implied by the Trade Practices Act, 1974, and similar State and Territory laws and incapable of exclusion, restriction or modification, the Vendor makes no warranties in respect of the Goods or services provided or anything else.
13. Where conditions or warranties are implied by the Trade Practices Act, 1974, or similar State or Territory laws in respect of the supply of goods or services of a kind not ordinarily acquired for personal, domestic or household use or consumption, and in respect of the warranty contained in Clause 11 and for any other claim under or in respect of or arising out of the supply of the Goods and/or the provision of any services, the Vendor's liability for breach of any such condition, warranty or claim (other than a condition or warranty implied by Section 69 of the Trade Practices Act, 1974) shall be limited, subject to Section 68A of the Trade Practices Act, 1974, and similar provisions in State or Territory laws in the case of conditions or warranties implied by such Act or laws, and at the option of Vendor to:
 - (i) In the case of Goods, any one or more of the replacement of the Goods, the supply of equivalent Goods, the repair of the Goods, the payment of the cost of replacing the Goods or of acquiring equivalent Goods, or the payment of the cost of having the Goods repaired; or
 - (ii) In the case of services, the supplying of the services again or the payment of the cost of having the services supplied again, and the Vendor's liability for breach of the warranty contained in Clause 11 or for any other such claim in respect of consequential, indirect or special loss relating thereto or loss arising from negligence or any other tort is hereby excluded.
14. Other than as stated in Clause 11, the Purchaser acknowledges that it has relied only on its own inquiries and investigations in respect of all matters in relation to the supply of Goods, the suitability of the Goods for the Purchaser's purpose and operating site and the provision of any services and has not relied upon any representation, warranty, condition or statement made by or on behalf of Vendor or any other person regarding the Goods, the suitability of the Goods for the Purchaser's purpose and operating site and the provision of any services.
15. The Purchaser hereby releases Vendor from all actions, claims, demands, suits and liability whatsoever which it may have or claim to have or but for this release might have had against Vendor (a) arising out of any representation, warranty covenant or term or provision not set out or referred to herein or (b) arising out of or in conjunction with the Goods not being suitable for the Purchaser's purposes or operating site.
16. The Goods shall not, under any circumstances, be returned by the Purchaser to the Vendor unless the Vendor has breached any warranty in these Conditions or implied by law. In this regard, the Vendor will be required to consent to the return of the Goods by the Purchaser to the Vendor for the above reasons.
17. Any GST, (that is, any goods and services tax as imposed by the A New Tax System (Goods and Services Tax) Act 1999, or, if that Act does not exist for any reason, any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act) payable in connection with the Sale of Goods and the provision of services by Waters will be paid for and reimbursed by the Purchaser.
18. These Conditions are the only terms and conditions that apply to the sale of the Goods and the provisions of any services by the Vendor to the Purchaser and all other terms and conditions are hereby excluded, with the exception of Terms and Conditions relating to Waters Total Assurance Plan.

19. These Conditions may be amended only by instrument in writing signed by an authorized officer of the Vendor.
20. Force Majeure: Waters shall have no liability for failure to perform or delay in performance, in the delivery of any and all equipment manufactured or sold by Waters including instruments, supplies, components, systems, chemistry, accessories, replacement spare parts, or any and all services provided by Waters, caused by circumstances beyond its reasonable control including, but not limited to, acts of God, acts of nature, floods, fire, explosions, war or military mobilization, United States governmental action or inaction, request of governmental authority, delays of any kind in transportation or inability to obtain material or equipment, acts of other governments, strikes or labor disturbances.