Standard Terms and Conditions – Garvan Molecular Genetics (GMG)

Garvan Institute of Medical Research

ABN 62 330 391 937 (**Garvan**)

1. Quote and Order

1.1 Eligible Customers are invited to request a Quote for the Services to be provided by Garvan under the Terms and Conditions.

1.2 A Quote comprises an offer by Garvan to perform the Services.

1.3 On submitting a request, the Eligible Customer will receive a Quote which will set out the Fee (and Garvan's estimate of any expenses). Garvan may decline to issue a Quote for any lawful reason.

1.4 The Quote will be valid for a period of 60 days after its issuance.

1.5 Garvan may require a deposit which will be specified in the Quote.

1.6 Garvan may specify Special Conditions in a Quote, in the applicable Sample Submission Guidelines, Specimen Acceptance Policy or otherwise in writing. If the Customer does not accept the Special Conditions, it may notify Garvan and Garvan will be taken to have withdrawn the Quote. The Terms and Conditions prevail over the Special Conditions to the extent of any inconsistency.

1.7 An Order will be formed if the Eligible Customer notifies Garvan, that it accepts the Quote by countersigning and returning the Quote with a purchase order referencing the Quote number to Garvan.

1.8 The Quote, the Sample Submission and these Terms and Conditions together comprise the agreement between Garvan and the Customer. To the extent of any inconsistency, the Terms and Conditions will prevail over any terms and conditions included in a purchase order or other documentation provided by the Customer.

2. Sample Submission

2.1 The Customer must ensure that all Samples are obtained, prepared, transported and delivered in accordance with the Sample Submission Guidelines.

2.2 Without limiting clause 2.1, the Customer must notify Garvan of any risks or hazards associated with a Sample with sufficient prominence and particulars to enable Garvan, or any sub-contractor or nominee of Garvan, to take necessary precautions to ensure the health and safety of its employees and agents.

2.3 Garvan may decline to accept any Sample if it does not comply with the Sample Submission Guidelines, the Specimen Acceptance Policy or for any other lawful reason.

2.4 If Garvan declines to accept the Samples, the Order will be taken to be cancelled and Garvan will:

(a) return each Sample received from the Customer to the Customer at the Customer's cost; or

(b) at the Customer's direction and cost (if any), destroy each Sample; and

(c) de-identify or destroy any Personal Information received from the Customer (if it is lawful and reasonable to do so).

2.5 Where an Order is cancelled under clause 2.4, neither Party will have any continuing obligation to the other under these Terms and Conditions (except in relation to confidentiality obligations under clause 14).

3. Services

3.1 On Sample Acceptance, Garvan must perform the Services.

3.2 The Services are available only for the purpose of research.

3.3 The Services:

(a) will be rendered with due care and skill; and

(b) will be fit for the purposes of research.

3.4 Garvan may sub-contract the Services or components of the Services (for example, Sample preparation or bioinformatics analysis) to appropriately qualified subcontractors. Garvan shall continue to be responsible for the performance of the Services.

3.5 The Customer acknowledges that the Services are rendered utilising advanced technology developed and supplied by third-parties which may be in limited use worldwide. The Customer acknowledges that the performance of that technology is dependent on factors such as:

(a) the inherent specifications and performance of the technology;

(b) the availability and performance of consumables;

(c) the calibration and maintenance of the technology; and

(d) limitations of technical knowledge and understanding in relevant scientific fields.

3.6 Garvan may at any time decline to provide, or cease to provide, the Services where:

(a) performing the Services would be unlawful;

(b) performing the Services would contravene the terms and conditions of use of the Platform;

(c) performing the Services may infringe the intellectual property rights of any person;

(d) Garvan considers (in its absolute discretion) that the provision of the Services would be unethical or may otherwise damage the reputation of Garvan; or

(e) Garvan ceases to be in the business of providing the Services.

4. Turnaround

4.1 Garvan will use its best endeavours to complete the Services by the estimated turnaround time, if any, included in the Quote or as stated on Garvan's website.

4.2 Non-conforming Samples and circumstances outside of Garvan's control may delay the estimated turnaround time. Such delays will be communicated to the Customer and the estimated turnaround time will be deemed to be extended by such a period as is reasonable in the circumstances.

5. Quality Assurance

Without limiting clause 3.2, Garvan will establish and maintain, during the period in which the Services are rendered to the Customer, systems and procedures for quality assurance which are consistent with generally accepted laboratory and research practice.

6. Ethics Approvals and Consents

6.1 The Customer warrants and represents, and must ensure, that it has obtained all relevant ethics and other approvals and that all such approvals are valid and subsisting and have not been revoked.

6.2 The Customer warrants and represents, and must ensure, that if the consent of a Participant:

(a) is required by law;

(b) is required as a condition of approval by a HREC; or

(c) is required in accordance with generally accepted standards of research or clinical practice for the research to which an Order relates,

the Customer has obtained that consent (and, to the best of the Customer's knowledge, that consent is valid and subsisting and has not been revoked).

6.3 The Customer warrants and represents, and must ensure, that:

(a) each Sample has been obtained in compliance with all applicable laws (including laws applicable to the donation and removal of human tissue); and

(b) without limiting clauses 6.1 or 6.2, the Customer is authorised and has all applicable licences to provide the Sample to Garvan for analysis in accordance with the Terms and Conditions.

6.4 The Customer must promptly notify Garvan if it becomes aware of any fact or circumstance which would cause a warranty or representation under this clause to cease to be accurate.

6.5 The Customer must promptly provide to Garvan satisfactory evidence of the facts and circumstances which are the subject of warranties and representations under this clause on request.

7. Privacy

7.1 The Customer must ensure that:

(a) it collects Personal Information in accordance with Privacy Laws;

(b) it has the consent of each relevant individual, or other lawful authority, to disclose any Personal Information to Garvan for the purpose of the Services; and

(c) without limiting sub-clauses 7.1(a) and 7.1(b), it complies with Privacy Laws in respect of Personal Information it collects, holds, uses or discloses in connection with the subject matter of the Terms and Conditions.

7.2 Prior to submitting an Order, the Customer must ensure that each Participant and each other relevant individual whose Personal Information will be disclosed by the Customer to Garvan has been provided a copy of the Privacy Collection Statement. The Customer must maintain and promptly provide to Garvan satisfactory evidence of compliance with this clause on request.

7.3 Garvan must:

(a) take such steps as are reasonable in the circumstances to protect Personal Information provided by the Customer from misuse, interference and loss and from unauthorised access, modification or disclosure; and

(b) otherwise comply with Privacy Laws in respect of Personal Information it collects, holds, uses or discloses in connection with the subject matter of the Terms and Conditions.

7.4 Where the Customer selects a cloud-based platform option for electronic delivery of results from the Services, Garvan will be required to disclose Personal Information relating to the Customer's personnel to the cloud-based platform provider to enable such electronic delivery (for example, contact details necessary to create an account). The Customer must

ensure that its personnel consent to such Personal Information being provided (having been informed that the cloud-based platform provider handles Personal Information in accordance with its privacy policy and that Garvan has not taken steps to ensure that the cloud-based platform provider does not breach the Australian Privacy Principles in relation to that information).

8. Responsibility for Participants

The Customer is solely responsible for the health, wellbeing and safety of Participants. Without limiting the foregoing, or any other provision of the Terms and Conditions, Garvan is under no obligation to analyse, interpret and/or communicate to a Participant (or any other person) any result or observation arising from or in connection with the Services.

9. Responsibility for Animals

Where applicable to the Order, the Customer is solely responsible for the wellbeing and welfare of Animals.

10. Fees

10.1 Garvan will issue a tax invoice to the Customer on completion of the Services for:

(a) the Fee; and

(b) such other Customer approved expenses incurred by Garvan on behalf of the Customer in performing the Services.

10.2 The Fee and expenses are payable in Australian currency.

10.3 The Customer must pay the tax invoice within 14 days of issuance. If the tax invoice is not paid within 14 days, Garvan may charge the Customer interest on the unpaid amount, accrued each day at the rate equal to the sum of the official cash rate quoted by the Reserve Bank of Australia on that day plus 2% per annum.

10.4 Garvan must apply the Deposit received from the Customer (if any) towards the Fee and/or expenses incurred in performing the Services prior to issuing a tax invoice under clause 10.1.

10.5 If a Deposit received from the Customer exceeds the Fee and any expenses incurred in performing the Services, Garvan will refund to the Customer the difference between the Deposit and the Fee and expenses incurred within 30 days of completion of the Services.

10.6 The Customer's obligation to pay for the Services rendered by Garvan is not conditional on the Customer's receipt of grant funding or other funding from any source.

10.7 Where the Customer has made a Pre-payment to Garvan of an amount for future Services, Garvan will refund the Pre-payment or any balance of a Pre-payment if it has been partially used for payment of Services, after three (3) years.

10.8 The Customer must pay any amount payable by the Customer to Garvan under the Terms and Conditions (including the Fees) free and clear of, and without deduction or withholding for or on account of, any Taxes imposed on the supply of goods and services under the Terms and Conditions (including the performance of the Services). If Garvan is required by law to pay any such Taxes, the amount of such Taxes will be added to the amount payable by the Customer to Garvan under the Terms and Conditions.

11. GST

11.1 In the Terms and Conditions, words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act.

11.2 Except as otherwise provided by this clause, all consideration payable under the Terms and Conditions in relation to any supply is exclusive of GST.

11.3 If GST is payable in respect of a supply made by a supplier under the Terms and Conditions, subject to clause 11.4 the recipient will also pay to the supplier an amount equal to the GST payable on that supply at the same time and in the same manner as the consideration for that supply is to be provided under the Terms and Conditions.

11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

12. Retention of Samples

12.1 On submitting an Order, the Customer may specify:

(a) that the Samples be destroyed at the completion of the Services; or

(b) that for the purposes of possible re-processing of the Samples to which the Order relates, the Samples be retained by Garvan at the completion of the Services (i.e. from provision of the results of the Services) for the greater of:

(i) a period of 6 months;

(ii) any minimum retention period required by law; or

(iii) a period otherwise agreed in writing with Garvan.

12.2 If the Customer has specified that Samples be retained by Garvan:

(a) as between the Customer and Garvan, property in and title to each Sample passes to Garvan on Sample Acceptance; and

(b) Garvan may, subject to any minimum retention period required by law or such other period agree in writing with the Customer, elect to destroy Samples after 6 months from the provision of the results of the Services as it sees fit.

12.3 Garvan may retain Samples at the completion of the Services for the purposes of:

(a) meeting its legal and/or regulatory compliance obligations (including external accreditations used in the provision of the Services);

(b) identification and internal audit (e.g. to confirm correctness of Sample identification and adherence to internal procedures); and

(c) quality assurance

13. Intellectual Property Rights

13.1 Except to the extent expressly stated in these Terms and Conditions, neither Party grants to the other Party a licence or right to the other Party's IPR.

13.2 Title to and ownership of all IPR in the results of the Services vests on its creation in Garvan.

13.3 Garvan grants to the Customer a perpetual, worldwide, irrevocable, royalty-free licence to use the results of the Services for the purpose described in this clause 13.

13.4 The Customer must not:

(a) where the Services are being performed for research only, use the results of the Services for any purpose other than for the purpose of the Customer's research to which the Services relate;

(b) where the request is for a clinical diagnosis, use the results of the Services for any purpose other than for the care of the Participant to whom the Services relate;

(c) authorise any other person to use, or rely on, the results of the Services for any purpose; or

(d) sell, transfer, novate, assign or licence the IPR in the results of the Services (where the purpose, or effect, is to cause or permit any person to do any act or thing which the Customer is not permitted to do under sub-clause 13.3(a) or 13.3(b)).

13.5 The Customer indemnifies Garvan against all Claims incurred or suffered by Garvan in connection with the use of the results of the Services in breach of this clause 13.

13.6 The ownership of all IPR in the processes and methodologies used or enhanced by either Party in the provision of the Services or as specified in the Order will not be transferred or assigned from one Party to another merely by their use by the other Party under this agreement.

13.7 The title to and ownership of all IPR in Pre-existing Material remains vested in the Party who provides such Pre-existing Material. Each Party grants a non-exclusive, royalty-free, licence to the other Party to use the IPR owned or controlled by them in the Pre-existing Material solely for the purpose of providing or receiving the benefit of, and only to the extent necessary to provide or receive the benefit of, the Services. For the avoidance of doubt. Garvan grants to the Customer a non-exclusive, transferable, irrevocable licence to the IPR in Garvan's Pre-Existing Material only to the extent that such Garvan Pre-existing Material may be required for use or exploitation of the results of the Services.

13.8 On reasonable request, a Party must sign all documents and do all things (including requiring its officers, employees and contractors to sign documents) as necessary or desirable to vest, confirm, perfect and record the ownership rights of a Party under this clause 13.

13.9 The Customer warrants to the best of its knowledge that the use of the Customer's Pre-existing Material, processor methodologies in the Performance of the Services will not infringe any third party's IPR.

14. Confidentiality

14.1 Each Party must:

(a) keep confidential;

(b) take reasonable steps to ensure that the Party's employees, agents and contractors do not disclose to a third party;

(c) maintain proper and secure custody of; and

(d) not use or reproduce in any form,

any Confidential Information belonging to the other Party without the written consent of the other Party or as required by law.

14.2 A Party must immediately on receipt of a request from the other Party in accordance with the other Party's rights under the Terms and Conditions:

(a) deliver all Confidential Information belonging to the other Party and all changes to, reproductions of, extracts from and notes regarding that Confidential Information, in any form; or

(b) destroy the Confidential Information (if it is in electronic form, by erasing it from the media on which it is stored so that the Confidential Information is incapable of

being retrieved) except for one copy which may be retained for record keeping purposes; and

(c) provide a statutory declaration to the other Party that all Confidential Information has been delivered or destroyed in accordance with this clause.

14.3 The obligations of the Parties under this clause are continuing obligations and survive after the Services have been completed and the Fee paid (and otherwise survive the termination of the contract formed by the acceptance of a Quote).

15. Use of Garvan's Name or Trade Marks

15.1 The Customer acknowledges that Garvan provides the Services to Eligible Customers to enable researchers to access high capital cost, advanced technology in Australia which facilitates biomedical research for the prevention and treatment of disease and the advancement of human health.

15.2 In recognition of the foregoing, the Customer agrees to fairly acknowledge the support of Garvan in any public announcement, research report or other material produced by the Customer in relation to the research of which the Services formed part. For example, the following is considered fair acknowledgment for whole human genome sequencing: "*Whole human genome sequencing for [this study] was provided by the Garvan Institute of Medical Research.*"

15.3 Clause 15.2 does not apply where Garvan, in its discretion, determines that it does not wish to be acknowledged in connection with the research activity of which the Services formed part. In that circumstance, the Customer must not publicly disclose in any form or medium the fact that Garvan provided the Services to the Customer or paid the Fee (except to the extent that the disclosure is required by law).

15.4 The Customer must:

(a) not use Garvan's name or trade marks (**Garvan Trade Marks)** without the written approval of Garvan;

(b) use the Garvan Trade Marks only in accordance with the Garvan Brand Guidelines;

(c) not do or fail to do anything that is likely to prejudice:

(i) the reputation and goodwill associated with the Garvan Trade Marks; and

(ii) the validity, enforceability or Garvan's ownership of the Garvan Trade Marks.

(d) Subject to clause 15.2, not use the Garvan Trade Marks in a manner that suggests that Garvan endorses or is associated with the Customer's business, products or services; and

(e) only use the Garvan Trade Marks in accordance with these Terms and Conditions.

16. Indemnity

16.1 The Customer indemnifies Garvan against all Claims incurred or suffered by Garvan:

(a) in connection with a breach of a warranty or clause of the Terms and Conditions by the Customer;

(b) in connection with the use of the results of the Services for any purpose other than research; or

(c) brought by any third–party against Garvan in connection with the Services.

16.2 The extent of the indemnity in clause 16.1(c) shall be reduced proportionately to the extent that the Claim is caused by the unlawful or negligent act of Garvan.

16.3 The indemnity in this clause extends to Claims incurred or suffered by the officers, employees and agents of Garvan. The benefit of this indemnity is held by Garvan on trust for its officers, employees and agents.

16.4 This indemnity extends to and includes all costs, damages and expenses incurred in defending and/or settling any Claims, including legal costs on a full indemnity (solicitor/own-client) basis.

16.5 The indemnity applies whether or not the Customer has been negligent or at fault.

16.6 Nothing in this clause 16 will restrict or limit Garvan's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity in clause 16.1.

17. Liability

17.1 Any representation, warranty, condition or undertaking which (but for this clause) would be implied in the Terms and Conditions by law, is excluded to the fullest extent permitted by law.

17.2 The liability of Garvan for breach of a guarantee implied by the Australian Consumer Law (other than a guarantee under section 51, 52 or 53) in relation to the supply of goods or services not of a kind ordinarily acquired for personal domestic or household use or consumption, is limited, at Garvan 's option, to:

(a) in the case of goods – the replacement of the goods, the supply of equivalent goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods; or

(b) in the case of services – the supplying of the services again or the payment of the cost of having the services supplied again.

17.3 To the fullest extent permitted by law, Garvan will not be liable to the Customer for consequential, indirect or special losses or damages of any kind (including loss of profit, loss of or damage to goodwill, loss or corruption of data, or business interruption) suffered by the Customer as a result of any act or omission whatsoever of Garvan, its employees, agents or sub-contractors.

17.4 Nothing in the Terms and Conditions is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

18. Regulatory Restrictions

18.1 The Customer acknowledges that the use of the Platform by Garvan is limited by the terms and conditions pursuant to which the Platform was supplied.

18.2 Nothing in the Terms and Conditions is to be interpreted so as to require Garvan to do any act or thing which would require:

(a) Garvan to breach the terms and conditions pursuant to which the Platform was supplied; or

(b) Garvan to disclose the terms and conditions pursuant to which the Platform was supplied.

19. Force Majeure

19.1 If Garvan is delayed or hindered in or prevented from performing any of its obligations under the Terms and Conditions by reason of any event or circumstance beyond its reasonable control, Garvan will have no liability to Customer in respect of such non-performance and the time for performing the same will be extended until the event or circumstance has ceased.

19.2 If the delay due to the Force Majeure Event continues for 6 months, the non-affected Party may terminate this agreement immediately with written notice to the affected Party.

20. General

20.1 The Terms and Conditions may only be varied or replaced by a document duly executed by the Parties.

20.2 The Terms and Conditions contain the entire understanding between the Parties as to their subject matter.

20.3 Neither Party has the power to obligate or bind the other Party.

20.4 The Customer must not sell, transfer, novate, delegate, assign, license any right or obligation under the Terms and Conditions to any person without the prior written consent of Garvan.

20.5 Clauses 7, 8, 9, 12.2, 13, 14, 15, 16 and 17 survive the expiry or termination of the contract formed by the acceptance of a Quote and submission of a purchase order.

20.6 Each indemnity in the Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the parties and survives the expiry or termination of the contract formed by the acceptance of a Quote and submission of a purchase order.

21. Definitions

In the Terms and Conditions unless expressed or implied to the contrary:

Animal means an animal (within the meaning given in the National Health and Medical Research Council *Australian Code for the Care and Use of Animals for Scientific Purposes*) which is used for scientific purposes in connection with the Research to which an Order relates.

Australian Consumer Law has the meaning given in the *Competition and Consumer Act 2010* (Cth).

Australian Privacy Principle has the meaning given in the *Privacy Act 1988* (Cth).

Claims includes:

(a) actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses; and

(b) Regulatory Actions.

Confidential Information means all information and materials, in any form, which comes into a Party's possession about the other Party pursuant to, or as a result of or in performance of activities contemplated by, the Terms and Conditions excluding information:

(a) which at the time of its first disclosure or observation under the Terms and Conditions was in the public domain;

(b) which, after disclosure or observation under the Terms and Conditions, comes into the public domain otherwise than by disclosure in breach of the Terms and Conditions;

(c) which is received by either Party from a third party who has the right to provide the information;

(d) which was already in the receiving Party's possession or knowledge without restriction prior to its disclosure or observation;

(e) or which the disclosing Party is required by law to disclose.

Customer means an Eligible Customer who has accepted a Quote.

Deposit means a deposit in respect of the Fee and/or such other Customer approved expenses incurred by Garvan on behalf of the Customer in performing the Services as specified in a Quote.

Eligible Customer means:

(a) a hospital, health service, university or medical research institute; and

(b) such other organisation or person who may be invited by Garvan.

Fee means the fees and charges payable by the Customer for the Services in accordance with the schedule of fees for the Services published by Garvan from time-to-time (or as otherwise negotiated between the Parties). The Fee in respect of an Order will be specified in the Quote.

Garvan means The Garvan Institute of Medical Research ABN 62 330 391 937.

Garvan Brand Guidelines means guidelines issued by the Garvan regarding the Garvan brand, including the Garvan Trade Marks as updated from time to time.

Government Agency means a government or government department, a governmental, semi governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

HREC means a human research ethics committee:

(a) constituted in accordance with the National Health and Medical Research Council *National Statement on Ethical Conduct in Human Research*; or

(b) otherwise approved by Garvan (in its absolute discretion).

For a Customer based outside of Australia, a HREC includes an institutional review board (or equivalent) approved by Garvan (in its absolute discretion).

Intellectual Property Rights (IPR) includes, without limitation, all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trade marks (including service marks), registered designs, Confidential Information (including trade secrets and know-how) and all necessary consents in relation to moral rights, semiconductor or circuit layout rights, trade, business or company names, or other proprietary rights, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields or any rights to registration of such rights existing in Australia or elsewhere, whether created before on or after the date of this agreement.

Order means an order for the Services agreed which is deemed to be made when an Eligible Customer provides its purchase order and accepts and returns a signed Quote to Garvan requesting that Garvan perform the Services specified in the Quote.

Party means the Customer or Garvan and **Parties** means both the Customer and Garvan.

Participant means any person who is a subject of the research to which an Order relates (and includes any person from whom a Sample has been obtained).

Personal Information has the meaning given in Privacy Laws.

Platform means the platform used in the performance of the Services.

Pre-existing Material means material including documents, computer software, equipment, information and data stored by any means which is created prior to the performance of the

Services by either Party and is used in the performance of, or for receiving the benefit of, the Services.

Pre-payment means an amount paid to Garvan in advance by the Customer for anticipated future Services.

Privacy Collection Statement means a document prepared by Garvan notifying a Participant or other relevant individual whose Personal Information will be disclosed to Garvan in connection with the subject matter of these Terms and Conditions of the matters required by Australian Privacy Principle 5 (notification of the collection of personal information) and equivalent provisions under Privacy Laws.

Privacy Laws means the *Privacy Act 1988* (Cth) and such other legislation or binding schemes applicable to either the Customer or Garvan relating to the privacy of personal information and health records. Where the Customer is located in a jurisdiction outside of Australia, Privacy Laws include laws of that jurisdiction applicable to the Customer relating to privacy, personal information, data protection and health records.

Quote means a written quote from Garvan to an Eligible Customer confirming receipt of an enquiry for the Services and setting out the Fee; an estimate of any expenses; any additional services to be provided by Garvan; and any Special Conditions in respect of the particular Services requested by the Eligible Customer.

Regulatory Action means an action, proceeding, investigation or inquiry by any Government Agency in connection with the Services.

Sample means a biological sample provided to Garvan for the purpose of the Services under the Terms and Conditions.

Sample Acceptance means a communication (which may be in the form of an electronic message) confirming acceptance by Garvan of an Order and one or more Samples in accordance with a Quote and the Terms and Conditions.

Sample Submission Guidelines means:

(a) the guidelines and procedures of Garvan regarding the receipt and review of enquiries from Eligible Customers; and/or

(b) the preparation, submission, receipt and inspection of Samples for the purpose of the Services; and/or

(c) the provision or making available to the Customer of the results of the Services; and/or

(d) the temporary retention by Garvan of the results of the Services; and/or

(e) the temporary retention and subsequent return to Customer or destruction of residual Sample material.

Services means the services to be provided by Garvan as set out in a Quote and which may be further described on the Garvan website.

Special Conditions mean any special conditions specified in a Quote (including any special conditions specified in respect of non-conforming Samples), the Sample Submission Guidelines, or otherwise in writing.

Tax means a tax, levy, duty, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or charge (other than one that is imposed on taxable income in Australia).

Terms and Conditions means this document and any applicable Special Conditions.