



## Credit Card Authority Form

### AUTHORISATION FOR CREDIT CARD CHARGE

I, \_\_\_\_\_ from \_\_\_\_\_  
Card Holder Name Company Name

herby authorise BTF to debit my:

- Visa
- MasterCard

Card Number: \_\_\_\_\_

Expiry Date (mm/yy) : \_\_\_\_\_

To the amount of \$ \_\_\_\_\_

Currency:

- USD
- Euro
- AUD

Being payment for:

\_\_\_\_\_  
\_\_\_\_\_

I authorise BTF to keep this credit card authority form onfile for future reference. When I place a new order that I wish to charge to this credit card, I will quote the last 4 digits of my credit card with the order.

Please destroy this form after use. I will send BTF a new credit card authority form with every order.

# Credit Card Authority Form

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## ***BTF Terms & Conditions of Sale***

### 1. Definitions

**BTF or us** means either BTF Precise Microbiology Inc. for purchasers within the United States of America, or BTF Pty Ltd (ABN 22 086 488 084) for purchasers outside the United States of America.

**BTF website** means BTF's website at (<http://www.btfbio.com>).

**Contract** means an Order, Order Confirmation and these terms and conditions.

**Order** means an order submitted to BTF by You for the purchase of Product.

**Order Confirmation** means written confirmation of your Order issued to you by BTF.

**Product** means a BTF product offered for sale as may be displayed on the BTF website or a quote form issued by BTF.

**You** means the person or legal entity identified as the customer in an Order or Order Confirmation (as the case may be).

### 2. Orders and Contracts

(i) **Web Orders:** You may confirm and finalise any Order by submitting your Order details and contact information at the Order entry screen on the BTF website.

(ii) **Phone/Fax/Email Orders:** You may confirm and finalise any Order by submitting to BTF your Order details and contact information by phone, facsimile or email.

(iii) BTF reserves the right to accept or refuse any Order. A binding Contract for a Product purchase is not created until BTF issues you with an Order Confirmation.

(iv) Please note that BTF may revise or discontinue Products at any time.

### 3. Price and Payment

Please note that prices for Products are not displayed or made available on the BTF web site.

Except where otherwise indicated, all prices quoted for Products are either expressed in Australian Dollars (for Orders within Australia or New Zealand), Euro (for Orders within Europe) and United States Dollars (for Orders outside of Australia, New Zealand or Europe) depending on your country of residence. Prices are subject to change at any time prior to an Order Confirmation.

Where Products are expressed in AUD (Australian Dollars), the price is exclusive of applicable Australian goods and services tax. Where Products are expressed in USD (United States Dollars), EUR (Euro) or for any international Order, various state, local, use, value added tax (VAT), duties or similar taxes (Taxes) may additionally apply to your Order. You must provide BTF with any applicable valid tax exemption certificates or details at the time of submitting your Order. You are responsible for and agree to bear all applicable Taxes, shipping and handling charges. A tax invoice will be included with the shipment of your Order. BTF will only accept payment for your Order with one of the following methods:

- BTF accepted credit cards (Visa and MasterCard).
- On account (for existing credit approved BTF customers).

Payment must be made in full (without set-off) within 14 days from the date of BTF invoice, unless by credit card or otherwise agreed in writing by BTF. Any account queries must be communicated to BTF within the 14 day payment period. BTF reserves the right to charge interest on overdue accounts at the rate of 1.5% per month until paid, and to withhold supply of further goods until all amounts are paid in full.

Any accounts not paid after 90 days may be referred to a collection agency, and all collection costs will be passed onto the debtor.

### 4. Delivery

Any Orders and Product supply is subject to Product availability. Unexpected demand or unforeseen supply problems may result in Product stock being unavailable. Product will be dispatched on receipt of payment or cleared funds to the shipping address specified in your Order.

Delivery dates quoted by BTF are approximate only. BTF will not be liable for any delay in delivery of Products. BTF will endeavour to notify you of any unexpected or unforeseen Product supply problems or delays in delivery. Please refer to BTF Shipping Policy on the BTF website for more specific delivery, shipping and packing information in relation to the BTF product range.

### 5. Returns

Requests for returns must be notified to BTF within 7 days of receipt of the Product and will be considered at the sole discretion of BTF management. Unless you notify BTF within 7 days of receipt of the Product, the Product will be taken to have been accepted by you on the day of delivery as being in good condition in accordance with the Contract. All Products are perishable or temperature responsive and must not be returned unless supported by a valid warranty claim.

### 6. Cancellation and Refunds

Orders accepted by BTF by issue of an Order Confirmation cannot be cancelled and no refunds will be permitted. BTF reserves the right to cancel a Contract (without penalty or liability to you) due to any requirement by or change of law.

### 7. Privacy and Security

Your details and credit card information will be handled in accordance with our privacy policy which is set out in more detail at our website at the following link (<http://www.btfbio.com/disclaimer.php?id=1>) and also available by clicking the privacy policy link at the footer of our home page at "<http://www.btfbio.com>".

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### 8. Warranty

BTF warrants to the original purchaser only that the products will conform to the quantity and contents stated on the product labels and quality certificate for the duration of the stated shelf life.

### 9. Limitation of Liability

BTF gives no express warranties regarding the Product with the exception of that in clause 6.

To the maximum extent permitted by law BTF excludes all liability for breach of any implied warranty or condition.

If a warranty or condition is implied by law, BTF's liability for breach of it is limited to:

- (a) the replacement of the Product (provided that the purchaser returns the Product, transportation prepaid, to BTF) or,
- (b) at BTF's option, a refund of the purchase price of the Product.

All claims must be notified to BTF within 14 days of using the product.

BTF's liability for breach of any implied warranty or condition does not apply if the Product has been altered by any person other than BTF or if the Product has been used, stored or handled other than in accordance with instructions supplied by BTF.

BTF will not be liable for any special, incidental or consequential or economic loss or damage.

### 10. Use and Indemnity

You assume all risk and responsibility in connection with the use, storage, handling and disposal of the Products. You must ensure that all use, storage, handling and disposal of the Products is in compliance with all applicable laws, regulations and guidelines and in accordance with any instructions supplied by BTF, and must take all appropriate safety precautions.

You agree to indemnify BTF and its directors, officers and employees and agents from and against all claims, actions, liabilities, costs and expenses arising directly or indirectly from the use, storage, handling and disposal of the products, except to the extent arising directly from the negligence of BTF.

### 11. Export Compliance

You warrant that your purchase of the Product is for your own internal use and not for re-sale or sub-licensing. You acknowledge that from time to time the Products may be subject to applicable export control and importation laws and regulations. It is Your sole responsibility to check for all necessary import and use licence or permit requirements in relation to Your purchase, importation or use of the Products with your relevant local government authority, You agree to comply with all laws and obtain any necessary import or use licences or permits at your own cost.

### 12. Governing Law

These terms and conditions are governed by the laws of New South Wales, Australia and the purchaser submits to the nonexclusive jurisdictions of the courts exercising jurisdiction there. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in its entirety from application to these Terms and Conditions.

### 13. General

You may not assign or otherwise transfer any rights or obligations under any Contract (in whole or part) without the prior written consent of BTF.

BTF reserves the right to amend these terms and conditions of sale at any time effective from the time of posting to the BTF Website.

If any provision in these terms and conditions of sale is held to be unenforceable, that provision will be severed and the enforceability of the remaining provisions will be unaffected. These terms and conditions of sale supersede any and all previous oral or written agreements between you and BTF in relation to the Products.

© Copyright 2007 BTF Pty Ltd (ABN 22 086 488 084) Terms and Conditions of Sale last updated: 24<sup>th</sup> August 2007

**By signing below I authorise BTF to debit my credit card and I agree to BTF Terms & Conditions of Sale**

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	

**Please fax completed forms to +61 2 8877 9101 or +1 (412) 253 9210**