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GENERAL TERMS AND CONDITIONS OF TRADE

GENERAL

In these General Terms and Conditions of Trade "the Company" means **SA ANALYTICAL LABORATORY SERVICES PTY LTD ACN 132 336 906 Trading as SUMMIT LABORATORY SERVICES** and its related bodies corporate and subsidiaries as those phrases are defined in the Corporations Act 2001 (Cth).

"Customer" means the party placing an order with or purchasing goods and/or services from the Company.

"the goods" means all goods, products and services supplied by the Company to the Customer whether past, present or future.

"Services" means laboratory testing, analytical services, sampling (including on-site sampling and environmental swabbing), consulting, reporting, storage of Samples and related professional services supplied by the Company.

"Samples" means any materials, products or items submitted to or collected by the Company for analysis or storage.

These Terms apply to all Goods and Services supplied by the Company unless otherwise agreed in writing.

The Company may amend these Terms by publishing an updated version on its website. The applicable version is that in force at the time Services are supplied.

The Customer acknowledges that General Terms and Conditions of Trade apply in relation to all goods provided by the Company to the Customer and to all orders placed with the Company. No person acting or purporting to act on the Company's behalf has the authority to make any promise, representation or undertaking or to add to or change in any way these General Terms and Conditions of Trade except expressly in writing. These terms and conditions are in addition to and in no way are intended to limit, vary or exclude any rights conferred by the conditions and warranties implied by the relevant national consumer legislation or by any similar legislation of a State or Territory of Australia which prohibits any such limitation, variation or exclusion.

The Customer's rights under these General Terms and Conditions of Trade are not assignable or transferable.

REQUEST FOR SUPPLY OF SERVICES

All requests for services must be confirmed in writing.

The Customer is responsible for ensuring that all testing instructions, sample identification details, collection information and reporting requirements are complete and accurate.

The Company is not liable for any error, omission, delay or additional cost arising from incorrect or incomplete instructions provided by the Customer.

Quotations do not constitute binding offers and are valid for the period stated.

ON-SITE SERVICES

Where services are performed at the Customer's premises, the Customer must:

- Provide safe access and a safe working environment;
- Comply with all workplace health and safety obligations;
- Inform the Company of any known hazards.

The Customer indemnifies the Company against any loss, damage, injury or liability arising from unsafe site conditions.

Unless expressly agreed in writing, the Company does not warrant that samples collected are representative of entire batches, production runs or facilities.

Results apply only to the specific samples tested and do not constitute certification, regulatory approval or product endorsement unless expressly stated.**CANCELLATIONS**

No order may be cancelled by the Customer without the written consent of the Company, irrespective of whether or not the Company has advised the Customer of its acceptance of that order.

COLLECTION AND DELIVERY

Delivery shall be made at the premises of the Customer at the Customer's expense in accordance with the Customer's written instructions. Unless otherwise agreed in writing the mode of transport shall be at the discretion of the Company.

Dates for delivery are estimates only and subject to availability of the goods and the Company shall not be liable to the Customer for any delays in delivery. The Company accepts no responsibility for loss, damage or non-delivery arising by reason of any circumstances beyond the direct control of the Company.

The Company's obligation to deliver shall be discharged on arrival of the goods at the Customer's nominated delivery destination or nominated agent or carrier or upon the collection of the goods by the Customer. The Customer shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or despatch. The Company reserves the right to deliver by portion and each portion shall not entitle the Customer to repudiate the contract.

Risk in samples remains with the Customer until received and logged by the Company at its laboratory premises.

Where the Company arranges courier collection, the courier acts as agent of the Customer.

The Company is not responsible for:

- Delay in transit;
- Temperature deviation during transit;
- Sample deterioration prior to receipt;
- Incorrect packaging or labelling by the Customer.

The Company may reject samples that are compromised, leaking, incorrectly labelled or received outside required temperature conditions.

The Company's liability relating to courier arrangements is limited to the reasonable cost of re-arranging collection.

STORAGE AND RETENTION OF SAMPLES

Samples may be retained for up to 7 days following issue of the final report unless otherwise agreed in writing.

The Company may dispose of samples after the retention period without further notice.

The Company will take reasonable care in storing samples but shall not be liable for:

- Power failure;
- Equipment malfunction beyond reasonable control;
- Utility interruption;
- Force majeure events.

The Customer is responsible for insuring the commercial value of samples.

Liability for loss or damage to stored samples is limited to the fees paid for the relevant services.**INSURANCE**

Upon the delivery of the goods the Customer shall be liable for the risk notwithstanding that property in the goods shall remain with the Company until payment is made in full.

The Customer shall be responsible for insurance of the goods from the time of delivery including all risk or damage to or deterioration of the goods from whatsoever cause.

PAYMENT

The Customer agrees to pay in full for all services purchased from the Company at the time of purchase unless a Credit Account has been approved, in which event payment must be made on within seven (7) days of the Customer being invoiced.

Should the Customer fail to pay for any services in accordance with these within terms, then the whole amount then owing by the Customer shall become immediately due and payable.

The Company may charge up to 1.5% above the current Westpac Business Rate per annum on all monies outstanding over twenty eight (28) days from the date of payment. Amounts received by the Company may be applied to any monies outstanding at the Company's absolute and sole discretion.

The Company reserves the right to take the following action against any Customer trading outside its General Terms and Conditions of Trade:

- withhold supply and/or dispose of indent and/or stock orders held;
- institute legal action for recovery of outstanding balance and costs incurred; and/or
- terminate or limit credit facilities.

The Company shall not be liable to the Customer for any loss or damage resulting directly or indirectly from such action.

Fees for services are payable in accordance with the Company's invoice. Testing may be suspended where accounts are overdue.

DEFAULT OF THE CUSTOMER

If the Customer makes a default in any payment, commits any act of bankruptcy, has liens placed on its property, assets frozen or restrained, or becomes subject to any form of external administration or an application for any form of external administration is made, the Company may withhold further deliveries or refuse further supply of services without prejudice to its rights hereunder.

SET OFF

The Company may at any time set off the amounts owed by the Company to the Customer from the amounts owed by the Customer to the Company.

Payment by the Customer for all amounts owing to the Company is to be made without deduction or set off.

DEFECTS

The Customer shall inspect the goods upon delivery and will immediately notify the Company of any defects, short deliveries or any failure to fulfil any quotation or order. The Customer will, within a reasonable time following delivery, grant the Company access to the goods in order to inspect for any alleged defects. Should the Customer fail to notify the Company within the specified period then the goods shall be deemed to be in compliance with the order and free from any defect whatsoever.

RETURNED GOODS FOR CREDIT

Return of goods for credit will not be accepted without prior authorisation from the Company. All items will be subject to inspection before credit can be considered and accordingly acceptance of the goods by the Company shall not constitute acceptance of a claim.

RETURN OF GOODS UNDER CLAIM

Return of goods pursuant to a claim for defective goods must be fully documented and referred to the Company who will inspect, collect or authorise return of the product in question. The Customer's claim is limited to the amount of the goods supplied by the Company. All items will be subject to inspection before credit can be considered and accordingly acceptance of the goods by the Company shall not constitute acceptance of a claim.

Any claims for short delivery, price queries, etc. will only be considered if received by the Company within two (2) days of delivery of goods.

INTELLECTUAL PROPERTY

The Customer retains ownership of its samples and analytical results.

The Company retains ownership of all methodologies, standard operating procedures, technical know-how, improvements and developments.

Reports may not be altered, reproduced in part or used for promotional purposes without prior written consent.

The Company may use de-identified data for accreditation, quality assurance, validation, training and research purposes.

CONFIDENTIALITY

The Company will treat Customer information as confidential except where disclosure is:

- Required by law;
- Required by regulatory authorities;
- Required by accreditation bodies (including NATA).

Nothing prevents the Company from complying with lawful requests from regulators.

JURISDICTION

The Company shall have the exclusive right to nominate the Court in which any legal action is to be commenced and conducted, and the Customer shall consent to a permanent stay of any proceedings which may have been commenced by the Customer in a Court not nominated by the Company.

JOINT LIABILITY

Where there is more than one person entering into this within agreement, each person shall be jointly and severally liable under these within terms and the terms contained within the Application for Credit.

WARRANTIES AND CLAIMS FOR DAMAGES

Subject to any conditions and warranties mandatorily implied by law and to any conditions and warranties contained herein, all conditions, warranties and representations on the part of the Company whether express or implied, are hereby expressly negated and excluded. The Company does not warrant that the goods and/or services will be error free, the use of the goods and/or services shall be uninterrupted or that the goods and/or services will be fit for the purpose.

The Company shall be under no liability to the Customer for any loss or damage or persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Company or its servants or agents.

Subject to qualifications contained in relevant consumer and fair trading law, should the Company be liable for breach of a condition or warranty mandatorily implied by law, its liability for such breach shall be limited to one of the following as determined by the Company:

- (a) the replacement of the goods and/or services or the supply of equivalent goods and/or services; or
- (b) the payment of the cost of replacing the goods and/or services or of acquiring equivalent goods and/or services.

Subject to any legislation or express agreement to the contrary the Customer acknowledges that he does not rely on the the Company its servants or agents in determining whether the goods and/or services to be supplied are fit for any particular purpose and the Customer further acknowledges that any advice furnished by the Company with respect to the use of the goods and/or services is given on the basis that the Company assumes no obligation or liability for advice given or results obtained, all such advice being given and accepted by the Customer at the Customer's risk. The Customer shall be responsible for ensuring that the goods and/or services are not used for any purpose for which they are not suitable.

The Company shall under no circumstances be liable for any direct or indirect loss (including loss of profits) or damage whether special or consequential howsoever arising and no claim or action shall be maintainable against the Company unless it shall first have been notified thereof in writing and furnished with fully supporting documentary evidence in relation to the quantum of such claim.

LIABILITY AND LIMITATION

To the extent permitted by law, the Company's total aggregate liability arising out of or in connection with the supply of goods or services is limited to:

- (a) re-supply of the services; or
- (b) payment of the fees paid for the specific services giving rise to the claim

The Company shall not be liable for:

- Loss of profit;
- Loss of production;
- Recall costs;
- Business interruption;
- Loss of reputation;
- Indirect or consequential loss.

The Company does not warrant that testing will identify all contaminants, defects or risks.

Turnaround times are estimates only and are not guaranteed.

The Customer is responsible for decisions made in reliance on test results.

No claim may be brought unless:

- Notified in writing within 30 days of the relevant report; and
- Commenced within 12 months of supply of the services.

WITHHOLDING SUPPLY

The Company reserves the right, irrespective of whether or not an order has been accepted to withhold supply to the Customer and The Company shall not be liable for loss or damage resulting directly or indirectly from such action.

GENERAL

Unless the Customer has an agreed Credit Account with the Company, the General Terms and Conditions of Trade shall constitute the entire agreement between the parties.

If any provision or part of any provision of the General Terms and Conditions of Trade is unenforceable it shall be severed for the terms hereof and such severance or unenforceability shall not affect any other part or provision hereof.

All rights, immunities and limitation of liability in these General Terms and Conditions of Trade shall continue to have their full force and effect in all circumstances and notwithstanding any breach of these General Terms and Conditions of Trade by the Company.

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by it to the Customer, and no waiver in respect of any breach by the Company shall operate as a waiver in respect of any other breach.

Clerical errors are subject to correction and do not bind the Company. The Company reserves the right to correct clerical errors without notification to the Customer.

FORCE MAJEURE

The Company shall not be liable for delay or failure to perform due to events beyond its reasonable control including but not limited to:

- Power outage;
- Equipment breakdown;
- Pandemic;
- Industrial action;
- Natural disaster;
- Supply chain disruption.

INDEMNITY AND COSTS

The Customer indemnifies the Company in respect of any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs on a solicitor and own Customer basis, incurred or suffered by or brought or made or recovered against the Company in connection with a breach of any warranty, representation, acknowledgement or agreement contained in this clause, or by reason of any of them being in any way incorrect, inaccurate, misleading or deceptive.

The Customer shall pay on a full indemnity basis any losses, expenses, damages, agent's commissions, interest and costs, including solicitor and own Customer legal costs, arising from the Customer's failure to comply with its obligations, including payment of all invoices, under these General Terms and Conditions of Trade.

The Customer indemnifies the Company against claims arising from:

- Misuse of reports;
- Use of results outside intended purpose;
- Distribution of altered reports.

Stamp duty, registration and lodgment fees, taxes (including any goods and/or services taxes) or any other kinds of government charge or fee incurred as a result of the sale of the goods by the Company to the Customer shall be paid by the Customer.

PRIVACY

The Company provides access to information held by the Company in accordance with current Australian privacy laws and principles.

The Customer acknowledges and gives consent that the Company may make enquiries as to the credit and financial situation of the Customer, including any proprietor, director, trustee and guarantor and further consent to the use of any information obtained as a result of those enquiries, including information disclosed in the Commercial Credit Account Application and Security Agreement, for the purposes of assessing this application for creditworthiness or continuing creditworthiness and as the Company reasonably sees fit from time to time, for purposes including but not limited to;

- obtaining and exchanging information with a credit reporting agency, credit provider, credit insurer or insurance broker;
- passing the information on to a debt collector or solicitor;
exchanging further personal information, including consumer and/or commercial credit information, with another body for any use reasonably connected with provision of credit or the collection of debt subject to the provisions of the Act.