

# Unitywater Laboratory Terms and Conditions

outsource any subcontracted analytical services listed in this Agreement.

## 1) General

- a) Unitywater will provide the Services described in the accompanying tender, quotation, or email to the Client and chain of custody documentation which together with these terms and conditions will be called the 'Agreement'. For the removal of all doubt, any agreed special conditions between the parties within the Chain of custody documentation take precedence over prior agreements.
- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

## 2) Provision of Services

- a) Unitywater will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in Unitywater's standard testing methodology, the Unitywater Report and its contents. All data and Unitywater Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in Unitywater's standard testing methodology, then the client must advise Unitywater of such needs prior to submission of samples.
- d) Unitywater may subcontract all or part of the Services and the Client consents to Unitywater disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- e) In accordance with National Association of Testing Authorities (NATA) requirements, records will be kept for three years unless otherwise requested by the Client and agreed in writing with Unitywater.
- f) Short holding times apply for many tests. Samples should be provided to allow the laboratory sufficient time ( $\geq$  of the holding time remaining), to complete analysis prior to holding time expiry. Unitywater will endeavour to meet holding times when samples are submitted after this time however Unitywater does not accept responsibility for non-conformances.
- g) Unitywater reserves the right to develop methods internally and automatically

## 3) Treatment of Samples

- a) Unless Unitywater has otherwise agreed in writing, the Client is (at its own cost and risk) responsible for delivering and collecting samples for analysis to and from Unitywater;
- b) The Client acknowledges that during conduct of the Services, the samples or parts of the samples may be altered, damaged, lost or destroyed. The Client accepts that Unitywater is not in any way or for any reason liable to the Client or any third party for any samples that are treated in such a manner.
- c) The Client is responsible for ensuring that samples supplied for testing or analysis are representative of the product or material to be analysed and for retaining any duplicate or control samples.
- d) Unitywater does not undertake to return samples to the Client.
- e) Where (in Unitywater's opinion) sample disposal requires particular disposal conditions to mitigate environmental harm, Unitywater may charge the Client additional surcharges.

## 4) Fees and Payment

- a) Payment terms are 30 days from the date of invoice (**Due Date**), unless negotiated otherwise prior to submission of samples. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) If the Client cancels the order after testing commencement (but prior to the report being provided), the Client agrees to pay for the cost of all labour and materials used up to and including the date of cancellation, or 50% of the quoted fee (whichever is greater as calculated by Unitywater).

## 5) Goods and Services Tax (GST)

All prices quoted by Unitywater are exclusive of GST unless stated otherwise. The Client must pay the amount of GST specified in an invoice issued pursuant to *A new Tax System (Goods and Services Tax) Act 1999*.

## 6) Administrative Charges

Administrative charges may apply for subsequent report generation.

## 7) Surcharges

Surcharges on the prices quoted may apply for express turn around time, modified analytical procedures or non standard tests/matrices. Unitywater reserves the right

to apply surcharges if the Client seeks an alteration to the Services, Unitywater will provide notice in writing of any such surcharge. The Client must provide notice that it accepts the surcharge otherwise Unitywater will conduct the Services without alteration.

#### 8) Minimum Invoice Fee

A minimum invoice fee of \$150.00 (inclusive of administration charges) may be invoiced depending on service mix and regularity of business at Unitywater's discretion.

#### 9) Confidentiality

Unitywater undertakes that it will keep confidential and will cause its employees to keep confidential all information and analytical results and that neither Unitywater nor any of its employees will divulge any information or analytical results to any third party without prior written consent of the client, unless Unitywater is required by law to disclose such information.

#### 10) Client's Obligations

- a) The client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by Unitywater to perform the Services, are available when reasonably required by Unitywater.
- b) The Client will give written notice to Unitywater of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to Unitywater (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which Unitywater is partly or wholly performing the Services. Unitywater may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by Unitywater.

#### 11) Intellectual Property and Confidential Information

- a) All Unitywater IP will remain the property of Unitywater. Unitywater grants to the Client a world-wide, non-

exclusive, royalty free licence to use Unitywater IP for the purpose agreed to between the Client and Unitywater to the extent that it is needed for the enjoyment and benefit of the Services.

- b) Neither Unitywater nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. Unitywater and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by Unitywater (**Unitywater Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client.
- d) Each Unitywater Report is:
  - i) issued using detection limits and confidence intervals inherent in Unitywater's testing methodology;
  - ii) contains Unitywater's results and statements of compliance (if provided) on those samples or specific materials only;
  - iii) solely for the benefits of the Client, its officers and employees; and
  - iv) prepared at the request of the Client for the purpose agreed between the Client and Unitywater, and the Client may disclose the report to a third party for that purpose only, but Unitywater does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
  - v) Clients must not reproduce reports except in full without Unitywater's prior written approval.
- e) The client acknowledges and agrees that any action, inaction, or decision of the Client in response to the Unitywater Report will be determined by the Client. Neither Unitywater nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any Unitywater Report.

#### 12) Termination

- a) The Parties may terminate this Agreement upon providing 10 days written notice to the other Party.
- b) In the event of termination, Unitywater is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by Unitywater before the date of termination.

13) Governing Law

The terms and conditions relating to this contract will be governed by the laws of Queensland, and any dispute relating to the contract will be determined in the courts of Queensland.

14) Definitions

- a) **Unitywater** means The Northern SEQ Distributor-Retailer Authority trading as Unitywater.
- b) **Unitywater IP** means all intellectual property and proprietary rights (whether registered or unregistered) owned by Unitywater prior to performance of the Services, developed by Unitywater in performance of the Services, or developed by Unitywater outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright or similar industrial or intellectual property rights.
- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.