

Geotechnical Services Pty Ltd Standard Conditions of Contract

1 General

- 1.1 Geotechnical Services Pty Ltd trading as GEOTECH provides analytical laboratory and consulting services (“Services”), on behalf of persons or entities (“Client”) in the private, corporate or government sectors, in Australia and overseas.
- 1.2 All quotations provided by GEOTECH to the Client, and all resulting contracts or other contractual arrangements shall be governed by these standard conditions of contract (“Standard Conditions”).
- 1.3 A Client’s standard terms and conditions do not bind GEOTECH unless GEOTECH has given written approval and acceptance of those terms and conditions.
- 1.4 The lodging of a Client’s materials and samples (“Samples”) with GEOTECH constitutes acceptance of these Standard Conditions by the Client.

2 Service Provision

- 2.1 GEOTECH will provide the Services using all reasonable care, diligence and skill and in accordance with Client's specific instructions as received by GEOTECH or, in the absence of such instructions, using:
 - (a) the terms and conditions of any standing order or period contract, or
 - (b) such methods as GEOTECH shall consider appropriate in accordance with normal laboratory or consulting practice (together the “Alternative Parameters”)
- 2.2 GEOTECH will provide fully authorised written reports in association with the testing of the Samples, or in the provision of the Services (“Reports”). GEOTECH’s test results and/or opinions on the Samples apply only to the Samples as received and do not express or imply any test results and/or opinion upon other of the Client’s samples or the source material from which the Samples were drawn.
- 2.3 Reports issued by GEOTECH will include the data and interpretation of data as necessary as recorded by GEOTECH at the time the Services were provided and within the limits of the instructions received or, in the absence of such instructions, within the limits of the applied Alternative Parameters. GEOTECH is under no obligation to refer to, or report upon, any facts or circumstances that are outside the specific instructions received or the applied Alternative Parameters.
- 2.4 GEOTECH may subcontract all or part of the Services to an agent or subcontractor and the Client authorises GEOTECH to disclose all necessary information to the agent or subcontractor for such purpose.
- 2.5 All samples shall be retained by GEOTECH for a maximum period of 6 months or such other time as agreed from time to time between GEOTECH and the Client. GEOTECH shall cease to have any responsibility for storage of samples beyond the agreed storage period. Storage of samples for more than the agreed period shall incur storage charges payable by the Client. The Client will be billed for handling and freight if samples are returned. Disposal charges may be billed to the Client if incurred by GEOTECH.

3 Client Obligations

- 3.1 The Client will:
 - (a) ensure that sufficient information, instructions and documents are given in due time and, in any event, not later than 24 hours prior to the desired commencement of the Services, to enable the required Services to be performed and
 - (b) ensure that the Samples are delivered to GEOTECH in good order, with all required labelling and chain of custody records, at least 24 hours prior to the desired commencement of the Services.
- 3.2 Where Samples are received from the Client for analysis and GEOTECH determines that the Samples are not as described by the Client in the delivery information, GEOTECH reserves the right to suspend the Services and renegotiate the fees and charges as necessary with the Client.
- 3.3 Unless GEOTECH receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions on the scope of the Services or the delivery of Reports or certificates resulting therefrom.

4 Fees and Payment

- 4.1 All fees and charges (including GST where applicable) shall be agreed in writing between GEOTECH and the Client prior to the commencement of the Services. Where any fees and charges are not established between GEOTECH and the Client prior to the commencement of the Services, GEOTECH shall perform the Services at GEOTECH 's standard rates (as varied from time to time) and all applicable GST and taxes shall be payable by the Client.
- 4.2 The normal payment terms are net 30 days, except as varied by agreement in writing between the Client and Geotech
- 4.3 The Client shall not be entitled to withhold or defer payment of any sums due to GEOTECH on account of any dispute, or claim against GEOTECH.
- 4.4 GEOTECH reserves the right to exercise a lien over materials or the Samples supplied by the Client and any Reports, results, or certificates obtained until the Client has paid for any goods and services provided by GEOTECH or has an approved credit facility with GEOTECH.

- 4.5 GEOTECH may elect to seek relief through the courts, or through a debt recovery service to recover any unpaid monies.
- 4.6 The Client shall pay all of GEOTECH's collection costs, including solicitor's fees and related costs.
- 4.7 In the event of any unforeseen problems or expenses that occur in the course of carrying out the Services GEOTECH shall endeavour to inform the Client and shall be entitled to charge additional fees including urgency surcharges to cover extra time and cost necessarily incurred to complete the Services.
- 4.8 If GEOTECH is unable to perform all or part of the Services for any cause whatsoever beyond its control including failure by the Client to comply with any of its obligations provided for in clause 3 above, GEOTECH shall nevertheless be entitled to payment of:
- (a) the amount of all non-refundable expenses incurred by GEOTECH; and
 - (b) a proportion of the agreed fee equal to the proportion of the Services actually carried out.

5 Suspension or Termination of the Services

- 5.1 GEOTECH shall be entitled to immediately and without liability either suspend or terminate provision of the Services in the event of:
- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 7 days that notice of such failure has been notified to the Client; or
 - (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, administration, receivership or cessation of business by the Client.

6 Liability

- 6.1 The Reports are issued on the basis of information, documents and/or materials and samples provided by or on behalf of the Client and solely for the benefit of the Client, who is responsible for acting as it sees fit on the basis of the Reports.
- 6.2 Neither GEOTECH nor any of its officers, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken on the basis of the Reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to GEOTECH.
- 6.3 GEOTECH shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from any event outside GEOTECH's control including failure by the Client to comply with any of its obligations in this document.
- 6.4 The liability of GEOTECH in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited to a maximum of A\$10,000
- 6.5 GEOTECH shall have no liability for any indirect or consequential loss by the Client.
- 6.6 In the event of any claim, the Client must give written notice to GEOTECH within 30 days of discovery of the facts alleged to justify such claim.

7 Indemnification

- 7.1 The Client shall guarantee, hold harmless and indemnify GEOTECH and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any the Services.

8 Miscellaneous

- 8.1 If any one or more provisions of these Standard Conditions of Contract are found to be illegal or unenforceable in any respect, that part is or will be severed from this document and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.2 During the course of providing the Services and for a period of one year thereafter the Client shall not directly or indirectly entice, encourage or make any offer to GEOTECH 's employees to leave their employment with GEOTECH.
- 8.3 8.3 Use of GEOTECH's corporate name or registered marks for advertising purposes is not permitted without GEOTECH 's prior written authorisation

9 Governing Law

- 9.1 The laws of the State of Western Australia govern these Standard Conditions of Contract, and the Client agrees to submit to the jurisdiction of the Western Australian courts in the event of any breach, dispute or claim in respect thereof.