

1. Definitions

'Agreement' means these Terms of Analysis together with the cover page and any attachments.

'Analysis' means the services to be performed by ChemCentre as described on the cover page.

'Confidential Information' means confidential information (in any form) that ChemCentre discloses to you or you disclose to ChemCentre. Information is not confidential if it is: (i) publicly available, (ii) rightfully known by ChemCentre before disclosure by you or rightfully known by you before disclosure by ChemCentre, or (iii) independently created by ChemCentre or by you without access to each other's confidential information.

'Deliverables' means the results of the requested Analysis which will be delivered in accordance with the quoted Reporting Method.

'ChemCentre' means PO Box 1250, Bentley Delivery Centre, Western Australia 6983. ABN 40 991 885 705.

'you' or **'your'** means the Client.

2. ChemCentre Analysis

2.1 The knowledge and skills that ChemCentre staff will use to perform the Analysis have been developed in the course of providing the same or similar analyses to other clients. ChemCentre may develop further knowledge and skills while performing the Analysis. ChemCentre can use such general knowledge and skills for other clients.

2.2 ChemCentre will retain ownership of any intellectual property rights in any new analytical techniques or procedures ChemCentre develops in the course of carrying out the Analysis.

2.3 ChemCentre will keep copies of any reports or data that form part of the Deliverables and may reproduce and use such reports or data for its own research and record keeping purposes.

2.4 ChemCentre will make reasonable efforts to deliver the Deliverables to you by the Delivery Date. If ChemCentre is unable to meet the Delivery Date then you will be told of any delay and of the revised delivery date.

3. Your Samples

3.1 At your expense, you must provide the Samples on time, ensure they are safely transported to and from ChemCentre and are suitable for ChemCentre to perform the Analysis.

3.2 You must ensure that any Samples you provide to ChemCentre are: (i) suitably packaged; (ii) labelled with your name and contact details, the contents and the name of ChemCentre Technical Contact; (iii) labelled with appropriate safety warnings (MSDS if applicable) or instructions for their handling, testing, storage, transportation and disposal; and (iv) labelled with either: ChemCentre's postal address, if being mailed (PO Box 1250, Bentley DC WA 6983) or ChemCentre's delivery address (corner Manning Road and Townsing Drive, Bentley WA 6102).

3.3 If you do not comply with clauses 3.2 (i) and (iii) and ChemCentre has to take measures to safeguard the health and safety of ChemCentre staff, ChemCentre laboratories or the public, then ChemCentre will charge you for the cost of taking these measures.

3.4 After analysis, any sample deemed by ChemCentre to contain hazardous materials will be returned to the client, at the client's expense.

3.5 Samples requested to be retained for a period after analysis may attract a fee.

3.6 Samples can only be received by ChemCentre at corner Manning Road and Townsing Drive, Bentley WA 6102 between the hours of 8.00am and 4.30pm local time, Monday to Friday. No responsibility will be taken for any samples delivered outside of these hours.

3.7 ChemCentre is located on the Curtin University Bentley campus but is not affiliated with the University. ChemCentre will not accept responsibility for samples delivered or mailed to Curtin University.

4. Invoicing

4.1 The person submitting the sample is considered to be the client and is responsible for payment. It is not acceptable to ChemCentre for a third party to be made responsible for payment.

4.2 Payment terms are strictly 30 days from the invoice date. Amounts outstanding after 30 days will be subject to interest charges based on the RBA rate plus 5% effective from the invoice date.

4.3 For GST purposes the cover page and any receipts issued by ChemCentre are tax invoices. Any additional invoices issued by ChemCentre will be in the form of a tax invoice.

4.4 If your company does not pay invoices without a purchase order then a valid purchase order number MUST be provided before or at the time of sample delivery. ChemCentre cannot re-invoice retrospectively with a purchase order number provided after analysis is complete.

5. Your Use of Deliverables

5.1 The Deliverables are for your use in your business operations unless otherwise stated in the description of the Analysis. ChemCentre accepts no responsibility if you use the Deliverables for any other purpose.

5.2 If the Analysis is to verify that the Samples conform to a standard published by a recognised standards body and the Analysis verifies such conformity, then you may use the Deliverables to demonstrate such conformity to other people. Any statement made, under this clause 4.2, by you to any person that ChemCentre has analysed the Samples must set out the relevant reports of analysis in full and the relevant standard against which ChemCentre conducted the Analysis.

If you publish excerpts from the reports, then those excerpts must be an accurate representation of the Analysis results. You must note on the excerpts that they are from a larger report held by you and where the report can be inspected.

6. Confidential Information

Confidential Information is to be kept confidential for a period of 5 years commencing on the date you sign this Agreement.

7. Limitation of Liability

7.1 All terms, conditions and warranties (including any warranty as to merchantable quality or fitness for purpose) implied by common law or by statute ('implied warranties') as to the manner, quality and timing of the Analysis are excluded unless the exclusion of any such implied warranties would contravene the law or cause any part of this Agreement to be void.

7.2 ChemCentre's liability to you for breach of any term of the Agreement or of any implied warranties is limited, at ChemCentre's option, to either re-performing the Analysis or refunding the Fee paid in respect of that part of the Analysis.

7.3 ChemCentre will not be liable to you for any indirect or consequential damage suffered by you in any way arising from the Analysis or your use of the Deliverables.

8. Dispute Resolution

If there is a dispute between you and ChemCentre that cannot be resolved then the matter must be referred to the Australian Commercial Disputes Centre for arbitration in accordance with the Centre's Guidelines on Arbitration. The decision of the arbitrator (including any award as to costs) will be final and binding.

9. Termination

This Agreement can be terminated at any time by either ChemCentre or you giving written notice if there is a breach and that breach is not remedied within 30 days after written notice is received.

10. Use of ChemCentre Name

You must not use ChemCentre's name or trademarks in a manner that suggests that ChemCentre endorses, or is associated with, your business, products or services.

11. General

11.1 This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made by ChemCentre to you about the Analysis.

11.2 The terms in this Agreement override any contrary terms contained in any invoice, purchase order or other documentation issued by you to ChemCentre for the Analysis.

11.3 This Agreement is governed by the laws applicable to Western Australia.