

## General Terms and Conditions of Engagement

### 1. Introduction

These General Terms and Conditions of Engagement ("Terms") govern the relationship between Environmental & Laboratory Solutions Pty Ltd (ABN: 26 400 938 056) ("Company") and the client ("Client") to which the Company will provide occupational hygiene consultancy and laboratory services ("Services").

### 2. Scope of Services

The Company shall provide the Services as agreed upon in the corresponding proposal, quotation, or scope of work document provided to the Client. The Services may include, but are not limited to, occupational hygiene assessments, risk management consultations, asbestos testing, air quality testing, and other related services.

### 3. Commencement and Duration

The engagement of the Company shall commence on the date agreed upon in the corresponding agreement or as otherwise specified. The duration of the Services will be as outlined in the proposal or agreement, subject to earlier termination as provided in these Terms.

### 4. Fees and Payment

**4.1 Fee Structure:** The Client agrees to pay the Company the fees specified in the proposal or quotation. Fees may be based on an hourly rate, fixed fee, or other agreed-upon structure.

**4.2 Invoicing:** The Company will issue invoices monthly or on completion of the Services, with payments due within 7 days from the invoice date.

**4.3 Expenses:** Any additional costs or expenses incurred by the Company in the performance of the Services, such as travel, accommodation, or materials, will be reimbursed by the Client, provided such expenses are pre-approved by the Client.

**4.4 Late Payments:** Payments not made by the due date may incur a late fee of 0.8% per month.

### 5. Company's Obligations

The Company shall:

- Perform the Services with reasonable skill and care, in accordance with industry standards and applicable laws.
- Maintain all necessary licenses, certifications, and insurance coverage required for the performance of the Services.

### 6. Client's Obligations

The Client shall:

- Provide all necessary information, access, and cooperation reasonably required by the Company to perform the Services.
- Ensure that any information provided to the Company is accurate and complete.
- Comply with all relevant laws and regulations in connection with the Services.

### 7. Confidentiality

**7.1 Confidential Information:** Both Parties agree to treat all non-public, proprietary information disclosed by the other Party as confidential. Confidential information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law.

**7.2 Survival:** This confidentiality obligation shall survive the termination of the engagement.

### 8. Intellectual Property

All intellectual property rights, including reports, documents, and materials created by the Company in connection with the Services, shall remain the property of the Company unless otherwise agreed in writing.

### 9. Limitation of Liability

To the fullest extent permitted by law, the Company's liability for any claims arising out of or in connection with the Services shall be limited to the amount of fees paid by the Client for the Services under these Terms.

### 10. Termination

**10.1 Termination by Either Party:** Either Party may terminate the engagement at any time by giving 7 days' written notice to the other Party.

**10.2 Termination for Cause:** Either Party may terminate the engagement immediately if the other Party breaches a material term of these Terms and fails to remedy the breach within 7 days after receiving written notice of the breach.

#### **11. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the state of Queensland, Australia.

#### **12. Dispute Resolution**

In the event of any dispute arising out of or in connection with these Terms, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiation, the Parties agree to submit the dispute to mediation before resorting to litigation.

#### **13. Miscellaneous**

**13.1 Entire Agreement:** These Terms, together with any related proposal, quotation, or agreement, constitute the entire understanding between the Parties and supersede all prior agreements, understandings, and representations.

**13.2 Amendments:** Any amendment to these Terms must be in writing and signed by both Parties.

**13.3 Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13.4 Notices:** Any notices required under these Terms shall be in writing and delivered to the respective addresses of the Parties as set forth in the related agreement or proposal.

#### **14. Acceptance**

By engaging the Company, the Client acknowledges and agrees to these General Terms and Conditions of Engagement.

#### **15. Special Terms and Conditions Related to Asbestos or Hazardous Materials Surveys**

##### **15.1 Scope of Hazardous Materials Surveys**

The Company may be engaged to perform asbestos or hazardous materials surveys (the "Surveys") to identify the presence, condition, and extent of asbestos-containing materials or other hazardous substances at the Client's premises.

##### **15.2 Access and Safety**

The Client shall ensure that the Company has safe and unrestricted access to the premises where the Surveys will be conducted. The Client is responsible for providing any necessary safety information, including details of known hazards, before the commencement of the Surveys.

##### **15.3 Limitations of Surveys**

The Surveys are non-destructive and limited to accessible areas of the premises. The Company will not be liable for materials or hazards not identified due to inaccessibility, concealment, or areas excluded from the scope of the Surveys.

##### **15.4 Sampling and Analysis**

The Company may collect samples for laboratory analysis as part of the Surveys. The Client acknowledges that the identification of asbestos or hazardous materials is dependent on the representativeness of the samples collected. Additional sampling may be recommended or required to confirm findings.

##### **15.5 Third-Party Laboratories**

The Company may utilize third-party laboratories for the analysis of samples. While the Company will exercise reasonable care in selecting laboratories, the Company is not responsible for the accuracy or reliability of the results provided by these third parties.

##### **15.6 Reporting**

The Company shall provide the Client with a written report detailing the findings of the Surveys, including the identification of any asbestos-containing materials or other hazardous substances. The report will include recommendations for managing or mitigating any identified risks.

##### **15.7 Legal Compliance**

The Client acknowledges that the Surveys are conducted in accordance with relevant Australian standards, regulations, and guidelines, including but not limited to the Work Health and Safety Regulation 2011 and the Code of Practice for the Management and Control of Asbestos in the Workplace.

##### **15.8 Client's Responsibilities Post-Survey**

Following the receipt of the Survey report, the Client is responsible for taking appropriate actions to manage any identified asbestos or hazardous materials in compliance with applicable laws and regulations. The Company's responsibility is limited to providing the findings and recommendations; the Company does not undertake remediation or removal of hazardous materials unless explicitly agreed in writing.

#### **15.9 Indemnity**

The Client agrees to indemnify and hold the Company harmless against any claims, damages, or liabilities arising out of or related to the Client's failure to manage identified asbestos or hazardous materials in accordance with the recommendations provided in the Survey report and applicable legal requirements.

#### **15.10 Limitation of Liability for Surveys**

The Company's liability for any claims arising out of or in connection with the Surveys shall be limited to the amount of fees paid by the Client for the Surveys under these Terms, and in no event shall the Company be liable for any consequential, indirect, or special damages.

### **16. Special Terms and Conditions Related to Online Asbestos Registers**

#### **16.1 Purpose**

The Company may be engaged to prepare an asbestos register (the "Register") for the Client, documenting the presence, location, and condition of asbestos-containing materials (ACMs) identified during the Surveys.

The Asbestos Register will be provided as a table within the written report detailing the findings of the Surveys.

#### **16.2 Use of Airtable for Register Management**

The Company may use a third-party platform such as Airtable to manage and deliver the Register to the Client. The Client acknowledges that the use of third-party software platforms is subject to the terms and conditions of the software provider, and the Company is not liable for any disruptions or limitations associated with the use of such platform.

#### **16.3 Access to Data**

In addition to the Asbestos Register provided in the written report, The Company may provide The Client with access to the Asbestos Register data via Airtable.

This access will be provided as read-only and on an "as is" and "as available" basis.

The Company reserves the right to modify or discontinue access to the Asbestos Register at any time without prior notice.

#### **16.4 Updates and Review of the Register**

The Client is responsible for ensuring that the Register is kept up-to-date as required by law. The Company may recommend periodic reviews or updates to the Register, particularly following renovations, maintenance, or any disturbance of materials at the premises.

#### **16.5 Company's Obligation to Maintain or Update the Register**

The Company is not obligated to maintain or update the Register after its initial preparation, unless the Client specifically requests these services. Any maintenance or updates to the Register will be subject to a separate agreement and will require the payment of additional fees as agreed upon between the Consultant and the Client.

#### **16.6 Data Security**

While the Company takes reasonable measures to ensure data security, the Client acknowledges that no system can guarantee absolute security.

The Client agrees to restrict access to the Asbestos Register to authorized personnel only and to take appropriate steps to safeguard login credentials.

#### **16.7 Limitation of Liability**

The Company shall not be liable for any loss, damage, or inconvenience caused by the Client's inability to access the Asbestos Register due to technical issues, data breaches, or any other reasons beyond the Company's control.

In no event shall the Company be liable for any indirect, incidental, or consequential damages arising out of or in connection with the use of the Asbestos Register.

#### **16.8 Data Retention and Termination**

The Company is under no obligation to retain the Asbestos Register data after the termination of services. The Client's access to the Asbestos Register will be revoked upon termination, and the data may be deleted immediately or after a reasonable retention period at the sole discretion of the Company.

If the Client requires a copy of the Asbestos Register data, they must request this in writing before the termination of services. The Company may, at its discretion, provide the data in a format deemed appropriate.