



## **SYMBIO ALLIANCE SERVICE TERMS & CONDITIONS**

### **Current as of 1 July 2009**

The lodgement of an order or receipt of samples for SYMBIO ALLIANCE services constitutes an acceptance of the following terms and conditions.

Unless otherwise agreed in writing, the following terms and conditions apply to services conducted by SYMBIO ALLIANCE, resulting from engagement of SYMBIO ALLIANCE either by accepting a quotation and/or submission of samples to SYMBIO ALLIANCE. The client agrees to be bound by and comply with these terms and conditions. Any terms and conditions you notify to SYMBIO ALLIANCE, will apply only if and to the extent that SYMBIO ALLIANCE agrees to them in writing.

### **SERVICES**

SYMBIO ALLIANCE reserves the right to review prices at any time if:

- (a) significant changes to our costs are incurred beyond our control ie. changes to legislative requirements or variations in tax or excise rates; or
- (b) any of the assumptions set out in the quotation prove to be incorrect.

Alterations to the scope of the quoted services (including changes to timeframe of services, sample numbers, limits of reporting, agreed analyte suite etc), prior to commencement of the services, may require a review of the quotation. Alterations to client requirements requested after commencement of the testing process will incur an administration fee of \$25 exclusive of GST plus charges for extra service delivery costs incurred by SYMBIO ALLIANCE, if any. Amendments to finalized certificates as a result of alterations to client requirements will also incur an administration fee of \$25 exclusive of GST.

Records will be kept for the required minimum period unless otherwise requested and agreed to by SYMBIO ALLIANCE (eg NATA technical accreditation requires records are kept for a minimum of three years).

### **TURNAROUND TIMES**

Any samples received after 4:30 pm EST Monday to Friday or on Public Holidays are deemed to have been received the following working day. It is the client's responsibility to ensure that SYMBIO ALLIANCE has access to all information necessary to commence the services as agreed. The due date of the services may be delayed where such information or access is not provided, or is judged by SYMBIO ALLIANCE to be inadequate for the services to commence. Certificates will be issued by close of business on the due date.

### **ACCOUNTS & PAYMENT**

GST at the applicable rate (currently 10%) will be charged in addition to the quoted prices. SYMBIO ALLIANCE will issue valid tax invoices and adjustment notes as per requirements of GST legislation. SYMBIO ALLIANCE reserves the right to undertake credit verification of all established accounts or to request up-front payment of services before services can commence.

Terms of payment are strictly 14 days from date of invoice. A late fee of up to \$11.00 inclusive of GST may apply if the client does not pay in full by the due date.

### **TREATMENT OF SAMPLES**

Unless SYMBIO ALLIANCE has otherwise agreed in writing, the client is responsible for collecting samples and for delivering samples for testing to the address nominated in the quotation.

When providing samples to SYMBIO ALLIANCE, the client must give written notice of all known safety or health hazards and special procedures relevant to the handling, testing, storage, transport and disposal of samples. SYMBIO ALLIANCE reserves the right to refuse to conduct any test where SYMBIO ALLIANCE in its absolute discretion determines such testing may pose a safety or health hazard. Where a formal request is made, SYMBIO ALLIANCE will return samples to the client, at the client's expense. The client acknowledges that during conduct of the services the samples or parts of samples may be altered, damaged, lost or destroyed. SYMBIO ALLIANCE shall not be liable to the client or any third party for any samples that are altered, damaged, lost or destroyed during conduct of the services. The client is responsible for ensuring that samples supplied for testing are representative of the product or material to be analysed and for retaining any duplicate or control samples.

Unless SYMBIO ALLIANCE has otherwise agreed in writing, SYMBIO ALLIANCE shall not be obliged to return samples to the client and may in its discretion store, experiment on, destroy or dispose of samples. In the event of return, SYMBIO ALLIANCE will not be responsible for the condition of samples once they leave the laboratory.

SYMBIO ALLIANCE reserves the right for samples deemed hazardous by SYMBIO ALLIANCE to be returned, to the client, at the client's expense.

Where possible a representative sample will be kept for a period of one (1) month from the date of final report. SYMBIO ALLIANCE will charge for costs incurred for longer term storage, or for disposal of noxious samples.

### **OWNERSHIP**

SYMBIO ALLIANCE will own the final report until such time as full payment for the services is received, beyond which time the client will own the final report. All intellectual property rights associated with sample analysis methods, processes and reports are vested, and shall remain vested, in SYMBIO ALLIANCE.

### **LEGAL OBLIGATIONS**

SYMBIO ALLIANCE, its proprietor, its officers, employees and agents are under no legal obligation to provide information or expert witnesses as an outcome of any testing undertaken at SYMBIO ALLIANCE.

Any requests for SYMBIO ALLIANCE, its proprietor, its officers, employees and agents to provide information or expert witnesses will not be granted without the express written consent of SYMBIO ALLIANCE's Chief Executive Officer or approved delegate.

In circumstances where SYMBIO ALLIANCE, its proprietor, its officers, employees or agents agree or are required to provide information or appear as expert witnesses as an outcome of testing undertaken at SYMBIO ALLIANCE an hourly fee will be charged to the client.

### **FORCE MAJEUR**

SYMBIO ALLIANCE shall not be responsible or liable for any delay to perform any of its obligations when such delay or failure to perform any of its obligations is caused by unforeseen circumstances beyond its reasonable control and without its fault or negligence,

including, without limitation, Acts of God, fire, explosion, riot, sabotage, strike or other labour dispute, shortage of materials, transportation difficulties or compliance with any order, action, governmental officer, department, agency, authority or committee thereof that renders performance impracticable or impossible for SYMBIO ALLIANCE.

### **CLIENT'S RELEASE AND INDEMNITY**

The client hereby releases and indemnifies and shall continue to release and indemnify SYMBIO ALLIANCE, its proprietor, its officers, employees and agents from and against all actions, claims, proceedings or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss, death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any infringement of any industrial or intellectual property rights, howsoever arising out of the use of the report or the services of SYMBIO ALLIANCE.

### **CLIENT'S ACKNOWLEDGMENT**

The client acknowledges that:

The client at its own risk uses the report and its contents and any advice, opinions or information supplied by SYMBIO ALLIANCE, its proprietor, its officers, employees or agents concerning the service;

The service is performed on the understanding that the client will not hold SYMBIO ALLIANCE, its proprietor, its officers, employees or agents liable for any loss or damage resulting from the conduct of the service or the use of or reliance upon the report or its contents; and It is the responsibility of the client to make its own assessment of the suitability for any purpose of the service, report and its contents and any information or advice generated there from.

### **ACCELERATED TURNAROUND**

Samples may be tested under the accelerated programme but this service does not apply to all tests and incurs a fee of \$280 excl GST per batch if a maximum 3 day turnaround is desired. The day the sample is received is counted as day 0. Availability of the accelerated service should be verified with customer service prior to despatch of the samples and clearly noted on the submitting analysis request form.

### **MEASUREMENT UNCERTAINTY**

Measurement uncertainty is the concept which provides the confidence interval in which the true value of a measured property is expected to lie. This will vary depending on the type of sample, the test being conducted, the equipment used and the concentration of the parameter being measured. For this reason it is not possible to publish measurement uncertainty for every individual test scenario but estimates are available upon request.

### **GENERAL**

The services are governed by the laws of the State in which services have been conducted, unless Commonwealth law prevails.

The client will not represent in any way that SYMBIO ALLIANCE supports or endorses the client's business, goods or services, without SYMBIO ALLIANCE's written consent. The client will not make any press release or public statement about the services or SYMBIO ALLIANCE without SYMBIO ALLIANCE's written consent.

**HPC Holdings Pty Ltd trading as Symbio Alliance ABN 93 621 286 928**

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NATA Accredited  
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