

TERMS AND CONDITIONS OF SERVICE

1. THE PARTIES

The parties to this Agreement are:

- (a) Axiom Quality ABN 41 616 584 500 (referred to in these Terms as *we, us or our*); and
- (b) the authorised representative named in the Credit Application Form as the Client (referred to in these Terms as *you or your*).

2. THE AGREEMENT

2.1 *Our* Agreement with *you* comprises:

- (a) any agreed Scope of Works issued by *us* and accepted by *you* from time to time; and
- (b) these Terms.

2.2 These Terms apply to every *Scope of Works* issued by *you* and accepted by *us* at any time and regardless of whether any future *Scope of Works* refers to these Terms. With respect to any inconsistency between the terms of a *Scope of Works* and these Terms, the *Scope of Works* will prevail to the extent of the inconsistency.

2.3 This Agreement will commence on the earlier of:

- (a) when *you* or one of *your* employees or agents signs this Agreement in the space below; or
- (b) when *you* or one of *your* employees or agents signs or accepts by correspondence or conduct a *Scope of Works*; or
- (c) either by a *notice*, orally or by conduct, *you* or one of *your* employees or agents instruct *us* to commence the *services*.

2.3 Unless the parties otherwise agree in writing, this Agreement supersedes and takes precedence over all prior communications between the parties.

3. THE SERVICES AND THE SITE

3.1 Subject to this Agreement, *we* must provide *you* with the *services*.

3.2 *We* are under no obligation to:

- (a) commence the *services* until this Agreement commences pursuant to clause 2.2; nor
- (b) provide any other services not included in the *services*.

3.3 *You* must provide *us* with unrestricted access to the *site* to enable *us* to perform the *services*. *We* will make all reasonable efforts not to interfere with *your* business and operations when providing the *services* but will not be liable for any interruption that does occur.

3.4 It is *your* sole responsibility to ensure access to the *site* is available to, and the *equipment* is ready and in order for, *our* representatives at the scheduled time for performance of the *services*. If access to the *site* or *equipment* is unavailable for any reason and *our* representatives are available and on

standby to perform the *services*, *you* must pay *us* our *rate* for *our* representatives for the standby time from their arrival on *site* until completion of the *services* as required to be performed on *site*. *You* must also pay *us* at our usual *rate* for any time during which *our* representatives are required to undertake induction or orientation on *site* or any time *our* representatives remain on *site* waiting for *you* to fix or repair any *equipment* which is to be subject to a reinspection.

3.5 *You* must ensure that *our* representatives have access at the *site* to power, water, telecommunications infrastructure, internet connection, toilets and any other amenities and general utilities necessary to allow *us* to provide the *services*.

3.6 *You* must ensure that the *site* complies with all applicable laws.

3.7 If *we*, in our reasonable opinion, consider the *site* unsafe, *we* may suspend the performance of the *services* immediately (and without notice) until such time as *we* are satisfied that the *site* is safe. In such circumstances, *you* must reimburse *us* for all costs and expenses incurred by *us* during the period of suspension at our usual *rate*. Any date of delivery will be extended by the suspension period.

3.8 *You* authorise *us* to take any and all measures *we* consider appropriate in connection with the health and safety of our representatives on the *site*.

3.9 *We* may in *our* sole discretion sub-contract the performance of all or a portion of the *services* without prior notice to *you*. Any sub-contracting does not discharge or release *us* from *our* obligations to *you*.

4. PAYMENT

4.1 *We* charge for our services at the *rate* agreed by both parties. *We* may charge a penalty or overtime rate above this *rate* if the *services* are required urgently or outside of *our* normal business hours.

4.2 *You* must pay *us* the *fees* at the times and in the manner set out in the *Scope of Works* and where no time or manner is set out therein, at the times and in the manner set out in this clause 4.

4.3 *We* may issue a *tax invoice* to *you*:

- (a) at completion of the *services* as set out in the *Scope of Works*; and
- (b) otherwise, once per month for that part of the *services* *we* have provided for the period covered by the *tax invoice*.

4.4 *You* must reimburse *us* for all third party expenses *we* incur in providing the *services* (including airfares, travel, meals, accommodation and other out-of-pocket expenses). *We* may require that these expenses be paid in advance.

Travel time of *our* representatives is charged at our usual *rate*.

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- 4.5 If we require any specialised equipment to complete the *services* which we must rent or hire, we may on-charge to *you* the cost of the hire or rental.
- 4.6 Within 14 days from the date of each *tax invoice* you must either:
- (a) pay the full amount of the *tax invoice*; or
 - (b) give us *notice* that you *dispute* all or part of the *tax invoice* under clause 4.7.
- 4.7 If *you* do neither of the things required by clause 4.6 then:
- (a) reserving all of *our* other rights, we have the right to either or both:
 - (i) immediately suspend any or all of the *services* until payment in full is received;
 - (ii) terminate this Agreement under clause 12 (which we can do at any time before, during or after any suspension); and
 - (b) *you* are obliged to pay to *us*:
 - (i) all of the costs (including all of the legal costs on a solicitor own client basis), expenses, loss or damages incurred or suffered by *us* in collecting from *you* the unpaid amount; and
 - (ii) interest on the unpaid amount in accordance with clause 4.17.
- 4.8 Unless we agree in writing, *you* cannot set off (whether in law or otherwise) any amount that is or may be owing from *us* to *you* against any money that *you* must pay *us* under this Agreement.
- 4.9 If *you dispute* all or any part of the amount claimed in a *tax invoice* then, within 14 days from the date of the *tax invoice*, *you* must:
- (a) pay *us* that portion of the amount stated in the *tax invoice* which *you* do not *dispute*; and
 - (b) for that portion of the *tax invoice* in *dispute*, comply with clause 11.
- 4.10 Except in the case of manifest error, a record made by *us* of the hours spent by *our representatives* performing the *services* shall be conclusive evidence of the hours so spent. We may require that *you* sign off on the hours worked by *our representatives* at the end of each day, however *your* failure to sign off will not negate the conclusiveness of *our* records.
- 4.11 Until *you* have paid *us* all of the *fee* payable under this Agreement we will remain the owner of any goods, materials, deliverables, documents or any other thing we may have prepared, produced, manufactured or acquired in providing the *services* (even if that thing has been delivered to *you*).
- 4.12 The *fees* are exclusive of GST and all other *taxes*. *You* must pay all *taxes* levied on the provision of the *services* in addition to the *fees*. If GST is imposed on any supply made under this Agreement by one party (the *supplying party*) to another party (the *receiving party*) and the consideration payable or to be provided for the supply under any other clause in this Agreement is not expressed in the Scope of Works to be inclusive of GST, the *receiving party* must pay, in addition to and at the same time as any GST exclusive consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that GST exclusive consideration (without deduction or set off) by the prevailing GST rate.
- 4.13 Where one party (the *payer*) is liable to reimburse another party (the *payee*) for any expenditure incurred by the *payee* (*expenditure*), the amount reimbursed by the *payer* will be the GST exclusive *expenditure* plus any GST payable by the *payer* to the *payee* pursuant to clause 4.12.
- 4.16 Unless the Scope of Works expressly provides otherwise, we may revise the *fees* and the *rates* from time to time (and we usually do so annually). Any *rate* stated in a Scope of Works relates only to the *services* in the same Scope of Works and any *services* outside of the scope may be charged at other rates.
- 4.17 If *you* do not pay *us* an amount when due, (including disputed amounts which are subsequently agreed or determined to have been payable) *you* must pay *us* interest at the rate equal to the Cash Rate Target (published by the Reserve Bank from time to time) plus 6% per annum from the date that the amount was due until the date of payment.
- 5. CHANGES TO THE LAW**
- If after the date of this Agreement there is a change in any *Law* and that change directly or indirectly increases or decreases *our* direct or indirect costs of providing the *services*, or the effective return to *us* from providing the *services*, then the *fee and rate* may be increased or decreased by *us* accordingly.
- 6. QUALITY AND REPORTS**
- 6.1 In providing the *services*, we will exercise the degree of skill, care and diligence normally exercised by *our* peers in the industry at the time the *services* are rendered and *our* methods and techniques will be as required by applicable industry standards. No other warranty or representation, whether express or implied, is included in this Agreement except for those warranties and representations which by *Law* may not be excluded.
- We do not provide the *services* of, or take the place of, designers, architects, builders, contractors, manufacturers, producers, operators or other third parties who, notwithstanding the provision of the *services* by *us*, are not released from any of their respective obligations of whatever nature to *you*. *Our* performance of the *services* does not in any way absolve or otherwise effect your liability to your employees and third parties.
- We will provide “certified” *reports* within the scope of *our* accreditation with the National Association of Testing Authorities. Where *services* are provided outside of our

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accreditation with National Association of Testing Authorities the report will so indicate.

- 6.2 If *you* discover a defect in the *services* which was caused by *our* negligence, then *you* must give us *notice* of the defect and allow *us* a reasonable opportunity to rectify the defect.
- 6.3 To the extent permitted by *Law*, we will not be responsible (including under any *claim* or for rectifying any defect) for any defect in the *services* unless the defect was discovered within 6 months after the date of our final *tax invoice* and you gave us *notice* of the defect within 7 days of that discovery.
- 6.4 If we receive your *notice* under clause 6.2 then, subject to clauses 6.4 to 6.6 and 7, we must:
- (a) commence the rectification of the defect within 14 days of receiving *your notice* or by any later date agreed between the parties; and
 - (b) rectify the defect at *our* cost.
- 6.5 The manner in which we rectify any defect will be at *our* sole and absolute discretion. Unless we otherwise agree in writing, we will rectify the defect within a reasonable time period having regard to *our* workload at the relevant time and other relevant circumstances.
- 6.6 Any *report* issued by *us* is issued on the basis of testing of equipment, samples or materials, information or documents provided by, or on behalf of *you*. If *you* (or someone on your behalf or at your direction) supplies us anything (including documents or information) in connection with *us* providing the *services* then *you* acknowledge that unless we otherwise agree in writing, we are:
- (a) entitled to rely on the completeness and accuracy of such supply;
 - (b) not required to review or confirm the completeness or accuracy of such supply.
- 6.7 We will not be liable to *you* for any advice given by *us* based on a supply which is incomplete or inaccurate. Further, to the extent permitted by *Law*, we will not be liable to *you* for any and all *claims* in connection with any incompleteness or inaccuracy of such supply.
- 6.8 Any *report* issued by *us* is:-
- (a) issued on the testing of samples or specific materials using *our* testing methodology; and
 - (b) contains *our* results and opinions (if provided) on those samples or specific materials only.

Where we are engaged by *you* to perform a random (limited) inspection on a sample of *equipment*, any *services* provided by *us*, resulting *reports*, assessments or other advice given by *us* ("Output") to *you* is strictly and expressly limited to that sample only. *You* must not rely on our Output in relation to a sample as applying to the whole or remainder of the *equipment* and we do not give any warranties or

representations with respect to the whole or remainder of the *equipment* whatsoever.

We are under no obligation to refer to or report on any facts or circumstances which are outside the scope of *services* and we will not be liable for failing to refer or report on such facts or circumstances.

We will charge you at the *rate* for the time taken by *us* to prepare any *report*. We will also charge you at the *rate* for any time taken by us to amend any *report*.

- 6.9 *Our reports* are for *your* sole benefit only and for the sole purpose agreed between *us* and *you*. You may disclose the *report* to a third party for that agreed purpose only, but we will not be liable to *you* to that third party. Any disclosure to a third party must be of the whole of the *report* and include any disclaimer notices given by us. *You* must not otherwise disclose, copy, publish, extract, repeat or distribute *our reports* without *our* express prior written consent. If *you* anticipate use of a *report* with any third party, you must notify *us* prior to us commencing the *services*.
- 6.10 We reserve our right to review, amend or supplement *our reports* at any time. Any such review, amendment or supplement will be provided on the terms of this Agreement.
- 6.11 *You* indemnify *us* against any claim made against *us* (whether by *you* or a third party) arising out of the disclosure of *our reports* to third parties (even if disclosure was permitted by this Agreement).
- 6.12 Any action or inaction *you* determine to take on the basis of *our reports* is your sole discretion and we will not be liable to *you* or any third party for such determination. The continued maintenance and quality of the *equipment* is *your* sole responsibility at all times.
- 6.13 We will retain your information and a copy of *our reports* and any materials or samples taken for a period of five years from the date of completion of the *services*. We will then dispose by way of destruction all such records, samples and materials.
- 6.14 We will not be liable to *you* for any *claim* which arises in connection with:-
- (a) any person relying on a *report* or drawing conclusions from any *report* which are not expressly stated in that *report*;
 - (b) any expectation by any person that any test method or technique carried out as part of the *services* will have a higher probability of detection than that which is required by applicable industry standards having regard to the variability in discontinuity, form, size, orientation or texture and the limitations of the test method or technique used to perform the *services*;
 - (c) Any expectation by any person that the measurements referred to in a *report* will have a measurement uncertainty less than that required by applicable industry standards.

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7. LIABILITY

7.1 To the maximum extent permitted by law, we expressly exclude any and all liability to *you*. If notwithstanding the foregoing we are found to be liable to *you*, then subject to clauses 7.2 and 7.3, *our* liability to *you* for any and all *claims* is limited to the aggregate of:

- (a) 50% the *fee* which has been invoiced and paid up to the date of the *claim*; and
- (b) the amount recovered by *us* under our insurance policies which are or were in effect at the time the relevant *services* are performed.

You hereby release us and our agents, officers, employees and consultants from any or all liability to *you* for any and all *claims* above the limit of *our* liability in this clause 7.1.

7.2 Subject to clause 7.3, *we* are not liable to *you* for any and all *claims* (including any breach of this Agreement or for negligence):

- (a) if *we* receive *your* notice of the *claim* more than 6 months after the date of our final *tax invoice* for the *services*; or
- (b) caused by or arising out of any:
 - (i) change (whether by *you* or by any other person) made to any *deliverable*; or
 - (ii) use (whether by *you* or by any other person) of such *deliverable* for a purpose other than that for which it was provided in the performance of the *services*.

You hereby release *us* and *our* agents, officers, employees or consultants from any or all liability to *you* for all *claims* under this clause 7.2.

7.3 Notwithstanding anything else contained in this Agreement, *we* will not be liable to *you*:

- (a) in tort for negligence or otherwise;
- (b) under any indemnity;
- (c) otherwise at law (including by statute to the extent that it is possible to exclude liability); and
- (d) in equity,

for any *indirect damage* arising from or in connection with this Agreement or the *services*.

You hereby release *us* and our agents, officers, employees or consultants from any or all liability to *you* for all *claims* under this clause 7.3.

7.4 This clause 7 survives the termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 In providing the *services* *we* use various existing *intellectual property rights* (including systems, processes, software, knowhow and techniques) which are owned or developed by *us* or licensed to *us*. *We* remain the owners or licensees of

such *intellectual property rights* during and after the term of this Agreement and of any other *intellectual property right* used or developed by *us* in performing the *services*.

8.2 Each party warrants to the other that any designs, materials, documents, software and methods of working or other information they provide to the other party do not and will not infringe any *intellectual property right* of any third party.

8.3 Subject to clause 7, each party indemnifies the other against any costs (including all of the party's legal costs), expenses, loss or damages suffered or incurred by the other in connection with any actual or alleged infringement of any *intellectual property right* of any third party.

8.4 *You* must not:

- (a) materially distort, destroy, mutilate, alter or in any other way change;
- (b) add to, delete from, retitle; or
- (c) reproduce, publish, copy or adapt, or make any change to the content or format of,

any *deliverable* *we* provide to *you* in the performance of the *services*, without *our* prior written consent.

8.5 *We* grant *you* an irrevocable, perpetual, transferrable, royalty free licence to use any of our *intellectual property rights* to the extent necessary for *you* to receive and enjoy the benefits of the *services* subject to the terms of this Agreement.

8.6 This clause 8 continues after this Agreement is terminated.

9 INSURANCE AND EMPLOYEES

9.1 *We* will:

- (a) comply with all workers' compensation *Laws* in respect of *our* *representatives* and will obtain and maintain all insurances under and pay all amounts required by that *Law*;
- (b) effect and maintain at *our* own expense:
 - (i) a public liability insurance policy; and
 - (ii) a professional indemnity insurance policy; and
- (c) upon *your* request, provide *you* with evidence of such insurance in the form of certificates or currency.

9.2 If *you* require *us* to effect and maintain any further or additional insurance cover (whether covering any additional or further risk, for greater amounts than we have or with lower deductibles), *we* will use reasonable endeavours to obtain such further or additional cover and *you* must pay to *us* the cost (or additional cost) *we* incur in doing so as an additional component of the *fee*.

9.3 *You* must not directly or indirectly solicit, employ or otherwise engage any *representative* during the term of this Agreement and for a period of one year after the termination or expiration of this Agreement.

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10. CONFIDENTIALITY

10.1 Each party undertakes that it will not, either during the term of this Agreement or at any time thereafter (except in the proper course of its duties under this Agreement or as required by Law or by the other party) disclose to any person any confidential information of or relating to the other party of which it has become possessed as a result of this Agreement or the negotiations preceding this Agreement, including the terms of this Agreement.

10.2 Nothing in this Agreement prohibits disclosure of information which:

- (a) is in the public domain;
- (b) after disclosure to a party becomes part of the public domain otherwise than as a result of the wrongful act of that party;
- (c) is received from a third party provided that it was not acquired directly or indirectly by that third party from a party to this Agreement; or
- (d) is required to be disclosed by Law or any government or governmental body, authority or agency having authority over a party.

10.3 The obligations of this clause 10 survive the termination of this Agreement.

10.4 The terms of this Agreement may be disclosed to a bona fide prospective purchaser of a party or the business of that party provided that such bona fide prospective purchaser agrees to keep the terms of this Agreement confidential in accordance with this clause 10.

11. DISPUTES

11.1 If a *dispute* arises then:

- (a) the party alleging the *dispute* must give *notice* to the other party giving full particulars of the *dispute* and that party's view of the correct position in relation to that *dispute*; and
- (b) if that *notice* is given, the *dispute* must be determined under the procedure in this clause 11.

11.2 Every *dispute* must, if not resolved within 14 days after a *notice* is given under clause 11.1(a) or within such longer period of time as the parties may agree in writing, be referred to an authorised representative of each party (with authority to resolve the *dispute*) who must meet and undertake genuine and good faith negotiations with a view to resolving the *dispute*.

11.3 If all efforts at resolving the dispute under clause 11.2 fail within 21 days after the giving of the *notice* under clause 11.1(a) or within such longer period of time as the parties may agree in writing, then unless the parties agree an alternative form of dispute resolution such as mediation, any party who has complied with clause 11.2 may commence legal proceedings for the determination of the dispute.

11.4 Prior to the resolution of a *dispute*, the parties must continue to perform their respective obligations under this Agreement.

11.5 This clause 11 survives the termination of this Agreement.

12. TERMINATION

12.1 Without limiting clause 4.7, either party may terminate this Agreement in the event of a substantial breach by the other party of its obligations under it, provided that the terminating party has first given a *notice* to the other party specifying the breach and allowed the other party the opportunity to rectify the breach within the time stated in the *notice* (which must not be less than 14 days) or within such longer period of time as the parties may agree in writing.

12.2 Either party may terminate this Agreement if an *insolvency event* occurs in respect of the other party. The rights given by this clause 12.2 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of this Agreement.

12.3 *You* may terminate this Agreement at any time and without cause not less than 14 days after giving *us notice* of the termination. If you elect to terminate this Agreement pursuant this clause 12.3, *you* must pay *us* for any *services* we provided (including costs and expenses) up to the date on which this Agreement terminated.

12.4 *We* may terminate this Agreement at any time and without cause not less than 14 days after giving *you notice* of the termination. If *we* elect to terminate this Agreement pursuant to this clause 12.4, *you* must pay *us* for any *services* we provided (including costs and expenses) up to the date on which this Agreement terminated.

12.5 If *we* are prevented from performing the *services* in whole or in part by a *force majeure event*, *we* may suspend performance of *our* obligations by giving written notice to *you*. Any non-performance or delay in performance due to a *force majeure event* will not be a breach of this Agreement. If the *force majeure event* continues for a period of not less than 30 days, *we* may terminate this Agreement by written *notice* to *you*. *We* will be entitled to payment for *services* we provided (including costs and expenses) up to the date of termination.

13 Special Conditions

13.1 The special conditions contained in the Scope of Works apply to and form part of this Agreement.

13.2 If there is any inconsistency between the special conditions and any of these Terms and Conditions, the special conditions will prevail.

14 GENERAL

14.1 This Agreement is governed by the laws of Western Australia and each party unconditionally and irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

14.2 This Agreement may be signed in counterparts. All counterparts together will be taken to constitute one

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instrument. This Agreement and the terms of any Scope of Works may only be amended in writing by the parties.

14.3 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

14.4 A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

14.5 The relationship between the parties is that of principal and independent contractor.

14.6 A party in breach of this Agreement (defaulting party) is required to pay to the other party (non defaulting party) on a full indemnity basis all of the costs (including legal costs on a solicitor own client basis), expenses, loss or damages incurred or suffered by the non defaulting party attributable to, resulting from or in any way connected to the breach by the defaulting party and the enforcement of the non defaulting party's rights under this Agreement.

15. DEFINITIONS AND INTERPRETATION

15.1 In these Terms, unless the context otherwise requires:

claim means:

- (a) any claim, demand, proceeding, appeal, right or action of every nature whatsoever (whether actual, commenced, anticipated, threatened or potential) whether in contract, tort, equity or under any other principle of law or statute of any jurisdiction that a party may have now or in the future against the other party arising out of or in connection with this Agreement; and
- (b) any fees, costs, losses (whether direct, indirect or economic and regardless of causation or remoteness) of any nature whatsoever and howsoever arising, suffered or incurred by a party arising out of or in connection with this Agreement.

indirect damage means:

- (a) any indirect, consequential, special, contingent or penal loss or damage that you suffer, sustain or incur, however caused, including any:
 - (i) loss of (or loss of anticipated) use, production, revenue, income, profits, business and savings; or
 - (ii) business interruption, loss of use of any plant or facility, or loss of business opportunity,

whether or not the indirect, consequential, special, contingent or penal loss or damage was foreseeable; and

- (b) any liability you have (or may have) to any third party, or any *claim* brought against you by any third party, and any costs or expenses in connection with the *claim*.

defect has a specific meaning for the purposes of these Terms and accordingly refers only to a defect in the *services* provided by *us* to *you* including for example matters such as mistakes, deficiencies, errors or shortcomings in the provision of the *services* provided by *us* or in the *reports* issued by *us* to *You*. The term defect when used in these Terms does not in any way include defects in any of the *equipment* the subject of the *services* and without limitation of the foregoing, shall not in any circumstances be construed as referring to manufacturer defects.

deliverable means any work product arising out of *our* performance of the *services*, and includes any *report*.

dispute means a dispute or difference between the parties in respect of any fact, matter or thing arising out of, or in connection with the *Services* or this Agreement and includes a *Claim*.

equipment means any equipment, plant, machinery or materials with respect to which *we* have agreed to provide *services*.

fee means the service fees (including interest), costs and expenses set out in this Agreement.

GST has the same meaning as in the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services) Tax Act 1999* (Cth), any associated regulations and associated legislation.

Insolvent has the meaning given to it under the *Corporations Act 2001* (Cth).

insolvency event means the point in time when a party is Insolvent and is deemed to include when:

- (a) a party informs the other party in writing or creditors generally that it is insolvent or financially unable to proceed with this Agreement;
- (b) execution is levied against a party by a creditor;
- (c) notice is given of a meeting of creditors with the view to a party entering into a deed of company arrangement;
- (d) a controller or administrator is appointed;
- (e) an application is made to the court for a party's winding up and not stayed within 14 days;
- (f) a winding up order is made against a party;
- (g) a party resolves to be wound up voluntarily (except for a member's voluntary winding up); or

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(h) a mortgagee of any of a party's property takes possession of the property.

intellectual property right includes any trademark or name, registered design, copyright, patent, moral right or other protected right.

Law means any and all laws, by-laws, regulations or ordinances of the Commonwealth of Australia, a State or Territory of Australia, any other relevant jurisdiction or any statutory authority.

notice means a letter, facsimile or electronic mail.

rate means the per hour rate charged by *us* to *you* for the provision of the services as set out in the Scope of Works together with any penalty or overtime rates.

report includes, reports, findings, results, Scopes, certifications, document, recommendation, strategy or advice.

representatives includes our inspectors, staff, employees, contractors, sub-contractors, consultants and agents.

services means the services described in Scope of Works.

site means the location at which we are to perform the *services* as set out in the *Scope of Works*.

Scope of Works means any scope issued by *you* to *us* setting out, amongst other things, the scope of services to be provided by *us* to *you* and the applicable rate to be charged.

tax invoice has the same meaning as in the GST Legislation.

taxes means all taxes, fees, levies, duties and charges imposed or assessed in respect of the *services* by all local, state or national governmental authorities, including GST, sales tax, customs duty, excise tax and stamp and transaction duty but specifically excluding income tax (including withholding for prescribed payments or group tax), payroll tax, statutory superannuation contributions and workers' compensation payments and contributions (which taxes, payments and contributions are deemed to be included in the Fee).

15.2 In this Agreement, unless the context otherwise requires:

(a) words importing the singular include the plural and vice versa;

(b) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate any governmental agency;

(c) a reference to:

(i) a document (including this Agreement) includes all amendments or supplements to, or replacements or notations of, that document;

(ii) a party includes that party's personal representatives, executors, administrators, successors and permitted assigns; and

(iii) a statute or statutory provision includes any statutory provision which supplements, amends, extends, consolidates or replaces the same or which has been supplemented, amended, extended consolidated or replaced by the same and any orders, regulations, instruments or other subordinate legislation made thereunder;

(d) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

(e) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and

(f) "including" means "including, but not limited to".