

1. INTRODUCTION

- 1.1 These Terms constitute the entire agreement between GunnLab and the Client relating to the supply of Services by GunnLab and shall be incorporated into each contract between GunnLab and the Client for the supply of Services and shall prevail over any of GunnLab's previous terms and conditions of engagement.
- 1.2 These Terms apply to any current Order and also any future Order, whether or not GunnLab sends you another copy of them.
- 1.3 GunnLab may by notice in writing to the Client vary these Terms from time to time, in which case GunnLab will send the Client amended Terms.

2. GENERAL

- 2.1 In these Terms:
- (a) **"GunnLab"** means GunnLab Plastics Testing Pty. Ltd. Australian Business Number 16 159 320 304.
 - (b) **"Client"** means the individual, company or other entity purchasing Services from GunnLab.
 - (c) **"Services"** means any analytical and laboratory testing services, written reports, training, consultation or any other services requested by the Client, to be performed by GunnLab, as specified in writing and agreed by both parties in the scope of work documented by GunnLab in their Order Acknowledgment.
 - (d) **"Orders"** means where the Client wishes to purchase Services from time to time it will place an order for the Services with GunnLab.
 - (e) **"Acceptance"**. Orders are subject to acceptance by GunnLab in its sole discretion. Acceptance or rejection of an order by GunnLab will be provided in writing. Once accepted, an order shall form a part of these Terms.
 - (f) **"GST"** means Goods and Service Tax authorised in Australia by law; A New Tax System (Goods and Services Tax) Act 1999.
 - (g) **"Sample"** is the representative portion of the lot of material, or product, provided by the Client. Specimens are pieces or portions of the sample that are used to perform test Services.
 - (h) **"Test Result"** is normally the average of the data obtained on a set of specimens.
 - (i) **"Terms"** means these terms and conditions for the sale of Services, as amended from time to time in accordance with clause 1.1.
- 2.2 All Services provided by GunnLab are on the basis set out in the agreed scope of work, unless otherwise agreed in writing. In the event of any conflict between these Terms, and any subsequent written contract between GunnLab and the Client, then the terms of the subsequent written contract shall prevail.
- 2.3 Receipt of a purchase order from the Client will be acceptance by the Client of these Terms.
- 2.4 GunnLab will advise the Client as soon as practicable if it becomes necessary to provide Services outside the agreed scope. In such case, GunnLab will give the Client an estimate of the likely amount of further costs.

3. CONFIDENTIALITY OF INFORMATION

- 3.1 All dealings between GunnLab and the Client will remain confidential.
- 3.2 GunnLab will hold in confidence and not disclose to third parties all information concerning the Client's Order that they acquire while performing Services for the Client, unless compelled to do so by law.
- 3.3 The Client will hold in confidence and not disclose to third parties all information relating to GunnLab and their processes, ideas, concepts or techniques, unless compelled to do so by law.
- 3.4 The Client may not make any public reference to GunnLab, or GunnLab's Services without the prior written consent of GunnLab.
- 3.5 GunnLab's Test Results and written reports may not be reproduced, except in full, without the prior written consent of GunnLab, which may be given or withheld at GunnLab's sole discretion.

4. PERFORMANCE

- 4.1 It is the Client's responsibility when accepting the contract to ensure the Services ordered conform to the Client's requirements and are suitable and sufficient for the Client's purpose.
- 4.2 Work carried out on all Services will be done in good faith, using procedures that GunnLab believes to be appropriate.
- 4.3 Liability on any grounds, including the provision of inaccurate information, negligence, and consequential losses, shall be limited to the issuing of corrected test reports, or refund of any Client fees paid for the specific work Order.
- 4.4 The Client acknowledges that, by their very nature, the Services are limited in scope and subject to expected measurement variability.
- 4.5 GunnLab quotes a delivery expectation at the time of receipt of the Client's Order. GunnLab reserves the right to deliver outside of this expectation due to unforeseen circumstances or issues arising that are outside of their control. It is the intention to always advise Clients of significant delays.

- 4.6 If a Client cancels or alters any Order or part Order for Services at any time after GunnLab has received the Order, GunnLab reserves the right to charge the Client costs and charges for materials already acquired for the Order together with the cost of any labour expended to the date of such cancellation or alterations.
- 4.7 The Client must advise GunnLab of any relevant safety hazards pertaining to the Services requested by the Client and provide all relevant Material Safety Data Sheets.
- 4.8 GunnLab reserves the right to subcontract Services to other suitable laboratories.

5. PRICE AND PAYMENT

- 5.1 GunnLab will quote the price (including currency) for the Services to the Client in writing. Unless expressly stated in writing any stated price is exclusive of GST (if any), and all GST will be charged to and borne by the Client, and payable at the same time as the price.
- 5.2 GunnLab reserves the right to withdraw any quotation before it is accepted by the Client, and in any event any quotation will lapse without notice 30 days after it is given.
- 5.3 GunnLab may issue interim accounts, usually monthly, while work is in progress, with a final invoice on completion.
- 5.4 **Payment of accounts.** Invoices are payable within 30 days following the date of invoice, unless alternative arrangements have been agreed.
- 5.5 GunnLab reserves the right to request a prepayment from the Client prior to initiating project work.
- 5.5 If the Client wishes to query any invoice submitted by GunnLab, the Client must give written notice to GunnLab of the query within 30 days of the date of the invoice. If the Client has not raised any query on the invoice within 30 days of the date of such invoice, the Client is deemed to have accepted the invoice and must pay the invoice in full by the due date.
- 5.6 The Client will be required to pay interest at a rate of 2% per month or part thereof, as well as all costs (including legal and credit recovery costs) incurred by GunnLab resulting from late or non-payment. Interest shall be calculated on a daily basis from the date payment was due until the date payment is made, and shall be payable on demand.
- 5.7 If the Client is in breach of these Terms or any other contract with GunnLab, GunnLab may terminate or withhold or suspend the provision of Services under these Terms, or any other contract.
- 5.8 **Price Reviews.** GunnLab fees and charges will be reviewed from time to time, and at least annually.

6. FORCE MAJEURE

- 6.1 **No liability for delay.** GunnLab shall not be liable for failure or delay to supply the Services due in any substantial part to any cause which prevents, hinders or interferes with their performance beyond reasonable control including, but not limited to, any act or neglect of any carrier, sub-contractor, manufacturer or supplier of GunnLab, acts of God, strikes, lock-outs, bans or other industrial disturbances, fire, earthquake, flood, lightning, explosion, civil riot, or commotion, act of government, local government request, by-laws, rules or regulations or order of any competent authority, war, act of terrorism, civil commotion, insurrection, embargo, sabotage, shortages of, prevention from or hindrance in obtaining any raw materials, energy or other supplies ("**Force Majeure**"). No such failure or delay shall entitle the Client to terminate this contract and GunnLab's obligations to the Client shall be suspended without liability on the part of GunnLab while such cause exists.
- 6.2 **Notice of Force Majeure.** If GunnLab is unable to perform its duties and obligations under these Terms due to Force Majeure, they shall give written notice to the Client. Such notice shall state the nature, and expected duration of Force Majeure and the obligation affected by such Force Majeure.
- 6.3 **Reasonable endeavours.** During the continuance of such Force Majeure, the obligation affected by Force Majeure shall be suspended, but GunnLab shall take all reasonable steps to resume performance of its obligations without delay on termination of the event of Force Majeure.
- 6.4 **Termination.** If a delay or failure by GunnLab to perform its obligations due to Force Majeure exceeds 30 days, GunnLab may terminate any Order for Services affected by such Force Majeure immediately on notice in writing to the Client.

7. MISCELLANEOUS

- 7.1 **Governing law.** These Terms and Conditions, and any service contract or engagement of which they form part of, shall be governed by the laws of the State of Victoria, Australia.
- 7.2 **Retention of Samples.** The Client authorises GunnLab (without further reference to them) to destroy all Samples for this Order three months after the Order is completed and invoiced.
- 7.3 **Retention of Files.** The Client authorises GunnLab (without further reference to them) to destroy all files for this Order seven years after the Order is completed and invoiced.
- 7.4 **Revision.** These Terms supersede all previous agreements, arrangements or understandings between the Client and GunnLab, including any earlier forms or versions of these Terms.
- 7.5 **Revision Date.** 27 January, 2014 © GunnLab Plastics Testing Pty. Ltd.