



## Laboratory Service Terms and Conditions

These Terms and Conditions (T&C's) tell the client (You) the terms and conditions which apply to all dealings, test and analytical services provided by the Laboratory at Analytix Ltd (We/Us). Please read this document carefully before ordering any Service from Us. You should understand that by ordering any of our Services you agree to be bound by these T&C's and all transactions with us for laboratory services are and will be governed by them, to the exclusion of all other terms and conditions you may purport to apply.

If you are viewing these T&C online, you should print a copy for future reference

### 1 Information About Us

Analytix Ltd operates an Analytical Service Laboratory (ASL). We are registered in New Zealand with Companies Office under our company number **5884010** and with our registered office at c/o **Bishop, Toomey & Pfeifer, 375 Main South Road, Hornby, Christchurch, 8042, New Zealand.**

### 2 The Analytical Service

- 2.1 On receipt of the sample together with a completed Sample Submission Form, the nature of the sample and requested analyses will be reviewed. Subject to clause 4.2, We agree to provide the analysis as requested.
- 2.2 We reserve the right to refuse to accept any sample(s) for analysis and You will be notified of any such decision.
- 2.3 Samples are generally analysed on a "first come first served" basis. We aim to complete the analyses within three days from receipt of sample although, this may be affected by other factors including instrument availability, type of analyses requested etc. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be discussed with You prior to commencement of the analysis.
- 2.4 The analysis will only relate to the sample as received and not from any bulk from which the sample may have been taken.
- 2.5 It is the policy of Analytix Ltd not to provide interpretations or opinions on results of analyses although we will be prepared to discuss the facts contained in the analytical report.
- 2.6 Whilst it is the policy of Analytix Ltd not to use sub-contractors, there may be instances where this becomes necessary. If so, this will be discussed with You prior to the acceptance of the contract.

### 3 Health & Safety

- 3.1 You must inform us of any hazard relating to samples submitted for analysis.
- 3.2 We will hold You responsible for any injury or illness that results from the handling of materials that are not clearly labelled as being of a hazardous nature.

### 4 Our Liability

- 4.1 Our liability to You whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the price paid for the analysis.
- 4.2 We are not responsible for indirect losses which happen as a side effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

### 5 Price and Payment

- 5.1 The price for the analysis shall be as agreed between You and Us and shall be subject to GST at the prevailing rate (if applicable).
- 5.2 Unless otherwise agreed, payment terms are 20<sup>TH</sup> of the following month from receipt of invoice.
- 5.3 If any amount you owe to us is not paid within 10 days of the due date then all the monies that you owe us on any account become immediately due and payable; and without limiting our other rights we may suspend the supply of service and defer or cancel any outstanding work. If you do not pay an invoice by the due date, a late payment fee of 2% above the prime overdraft rate charged from time to time by the Bank of New Zealand calculated and payable daily may be imposed. In addition, without limiting any right contained below, you will be liable to indemnify us for all expenses incurred by us in recovering any amounts which you fail to pay by the due date (including any commission payable to any commercial or mercantile agents and legal costs).

- 5.3 Your order for Laboratory Services as set out in your written acceptance of our quotation for such services (“Order”) or completed Chain of Custody sample submission form constitutes an offer by you to purchase the Laboratory Services in accordance with these Terms. You are responsible for ensuring that the terms of the Order and any applicable specification are complete and accurate.
- 5.4 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may, at any time, without limiting any other rights or remedies that we may have, set off any amount owing to us by you against any amount payable by us to you.

## 6 Events Outside Our Control

- 6.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- 6.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
  - 6.2.1 Strikes, lock-outs or other industrial action.
  - 6.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
  - 6.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
  - 6.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
  - 6.2.5 Impossibility of the use of public or private telecommunications networks.
  - 6.2.6 The acts, decrees, legislation, regulations or restrictions of any government.
- 6.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 7 Waiver

- 7.1 If We fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these T&C's, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.
- 7.2 A waiver by Us of any default shall not constitute a waiver of any subsequent default.
- 7.3 No waiver by Us of any of these T&C shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

## 8 Severability

- 8.1 If any of these T&C or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 9 Entire Agreement

- 9.1 These T&C's and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 9.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these T&C's.
- 9.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these T&C's.

## 10 Our Right to Vary These Terms and Conditions

- 10.1 We have the right to revise and amend these T&C from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

- 10.2 You will be subject to the policies and terms and conditions in force at the time that You order Products from Us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if we notify You of the change to those policies or these T&C's before we send You the analytical report (in which case We have the right to assume that You have accepted the change to the T&C, unless you notify us to the contrary within seven working days of receipt by you of the analytical report).

## 11 Law and Jurisdiction

- 11.1 These T&C are subject to the law of New Zealand
- 11.2 All disputes arising out of these T&C's shall be subject to the jurisdiction of the courts of New Zealand.