

These terms and conditions (**Standard Terms**) apply to the provision of our Services. Capitalised terms not otherwise defined in the Standard Terms will have the meaning given to them in the Proposal. If there is any inconsistency between these Standard Terms and the Proposal, the Proposal will prevail to the extent of that inconsistency. **1. Definitions** **Australian Consumer Law** means the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth) as given effect under Part XI of the *Competition and Consumer Act 2010* (Cth), and under the same or similar provisions of the *Fair Trading Act 1987* (SA) or any consolidations, amendments or replacements of any such acts from time to time. **Business Day** means a day that is not a Saturday, Sunday or public holiday in South Australia. **Client** means the person, firm or company engaging HSE Australia to provide the Services. **Client Information** means all information provided to HSE Australia by, or on behalf of, the Client regarding the Client or the Services. **Confidential Information** means in relation to HSE Australia and the Client, information relating to the relevant party's business, operations, finances, computer systems, plans or Clients and includes: a) trade secrets, know-how, scientific and technical information; b) product, Client, marketing or pricing information; c) any information in relation to the Services; d) any information contained in HSE Australia's Services and Terms of Engagement; and e) any information which either party notifies to the other is confidential, or which the other party knows or ought to know is confidential, but does not include information which: f) is in the possession of HSE Australia or the Client without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by HSE Australia or the Client; or g) has been independently developed or acquired by HSE Australia or the Client. **Disbursements** means any out of pocket expenses incurred by HSE Australia specifically on the Client's behalf in carrying out the Services, including telephone, photocopying, printing, travel and accommodation, word processing, secretarial, facsimile and courier charges. **Fees** means the fees for the Services as set out in the Proposal. **GST** means the tax payable on taxable supplies under the *GST Act*. **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Acts imposing such tax, and includes any subordinated legislation in respect of those Acts. **HSE Australia** means Health Safety Environment Australia Pty Ltd ACN 119 603 986. **HSE Australia's Background IP** means any Intellectual Property Rights of HSE Australia (or licensed to HSE Australia by a third party) which HSE Australia makes available, contributes, brings to or uses in connection with the Services. **Intellectual Property Rights** means all copyright and analogous rights (including Moral Rights), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include: a) all rights in all applications to register these rights; and b) all renewals and extensions of these rights. **Related Bodies Corporate** has the meaning given in the *Corporations Act 2001* (Cth). **Proposal** means the scoping document (or such other form of document) countersigned by the Client, accepting the terms of HSE Australia's engagement to provide the Services. **Services** means as applicable: a) the Services described in the Proposal; or b) any additional Services as agreed between the Client and HSE Australia, which may include verbal or written advice, reports, data, laboratory test results, general findings or recommendations. **Technical Material** means models, software (including source code and object code versions), information, audio, video, drawings, programmes, schedules, manuals, diagrams, graphs, charts, projections, specifications, estimates, records, concepts, accounts, plans, formulae, calculations, methods, techniques and processes, including all copies of and extracts from them and data stored by any means. **Terms of Engagement** means together the Proposal and these Standard Terms. **2. Interpretation** In these terms (unless the context otherwise requires): a) a reference to the Standard Terms means the Standard Terms as amended, supplemented, varied or replaced from time to time; b) words in the singular include the plural and vice-versa; c) a reference to 'including', 'includes' or 'include' must be read as if it is followed by '(without limitation)'; d) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision; e) a reference to the Client or HSE Australia includes their executors, administrators, substitutes, successors and permitted assigns; f) a reference to '\$', 'AUD' or 'dollar' is to Australian currency; and g) no rule of construction applies to the disadvantage of HSE Australia on the basis that it put forward the Standard Terms or any part of the Standard Terms. **3. Acceptance** These Standard Terms are subject to the Proposal. The Client agrees that the Terms of Engagement constitute the terms and conditions of the relationship between the Client and HSE Australia. By countersigning the Proposal, or: a) instructing HSE Australia to provide the Client with the Services or other consulting services; or b) allowing HSE Australia to continue to provide the Client with the Services or other consulting services, the Client will be taken to have accepted the Terms of Engagement, and HSE Australia will proceed on the basis that the Client has accepted the Terms of Engagement. **4. Payment** The Client must pay HSE Australia the Fees as specified in the Proposal. The Client agrees to pay all necessary additional duties and taxes and charges incurred by HSE Australia in performing the Services. HSE Australia may request the Client to pay HSE Australia an up-front amount to enable payment of expenses or to provide security for HSE Australia and HSE Australia's Fees. If such a request is made, HSE Australia will assume (upon receipt of the Client's payment) the Client's authority to draw on the amounts paid for HSE Australia's Fees and expenses as they become due. The Fees and Disbursements will be billed to the Client on a monthly basis and are due for payment to HSE Australia within 30 days of receipt of the invoice. **5. Late Payment** If payment of any amount owing to HSE Australia is not made by the due date, HSE Australia reserves the right to charge interest monthly at a rate not exceeding 4% per annum. HSE Australia also retains the right, in the event payment is not made by the due date, to treat such non-payment as a breach of the Standard Terms and to cease immediately all work being performed as part of the Services until such time as payment is made or as HSE Australia may determine. It is understood that these rights are in addition to and do not derogate from any other rights HSE Australia may have for breach of the Standard Terms. If HSE Australia's account is not paid in accordance with the Standard Terms and the amount is referred for debt collection, any collection or legal expenses which have or will be incurred as a result of late payment will be due and payable by the Client as if they were part of the original debt. **6. GST** In the event that any supply made under a contract by HSE Australia to the Client is subject to GST, HSE Australia may in addition to the amount payable under the Contract but subject to having issued a valid Tax Invoice (as defined by the GST Act) recover from the Client an additional amount on account of GST, such amount to be calculated by multiplying the amount payable in respect of that supply by the rate at which GST is imposed by the GST Act at that time. **7. Confidentiality** Subject to this clause 7, neither HSE Australia nor the Client may disclose Confidential Information of the other party (either during the Services or after the termination of the Services) without the prior written consent of the other party (which consent must not be unreasonably withheld). Either party may disclose Confidential Information of the other party which: a) at the time of disclosure is in the public domain, but not as a result of a breach of this clause 7; b) is required to be disclosed for the purposes of properly performing its obligations under these Terms of Engagement or in the performance of the Services; and c) is required by law, court order or the listing rules of the Australian Securities Exchange to be disclosed. For the avoidance of doubt, each party must refer to the other party any enquiries from the media concerning the Services or the other party's Confidential Information. **8. Retention of Documents** All Technical Material and other documents belonging to HSE Australia in the Client's possession must be returned to HSE Australia immediately upon completion or termination of the Services.



**9. Reliance on Client and Client Information** In order to allow HSE Australia to provide the Services in accordance with the Client's instructions and the Terms of Engagement, the Client agrees to promptly provide such assistance as is reasonably requested by HSE Australia to enable HSE Australia to have access to (amongst other things and including): a) the Client's personnel (including any relevant directors, officers, project employees); b) the Client's Confidential Information; and c) the Client's premises or facilities, including any project sites or areas relevant to the Services. In providing the Services, HSE Australia will be relying upon the completeness and accuracy of the Client Information. HSE Australia will be entitled to rely upon, and assumes no obligation to independently verify, the completeness or accuracy of the Client Information. The Client must ensure the completeness and accuracy of all Client Information, and advise HSE Australia immediately of any material change in the Client or Client Information. **10. Benefit of Services** The Services (and any work product produced by HSE Australia for the Client including written reports) are provided for the Client's exclusive use and benefit and are not provided for use by, or the benefit of, any other third party and may not be relied upon by any other person, unless HSE Australia agrees otherwise in writing. **11. Intellectual Property** Subject to the terms and conditions of this clause 11, the Client's Background IP remains vested in the Client. All Intellectual Property Rights relating to the provision of the Services (including all of HSE Australia's Background IP and all Intellectual Property Rights contained in reports, recommendations or conclusions provided by HSE Australia) vest with HSE Australia. The rights and obligations under this clause 11 continue upon completion or after termination of the Services. **12. Indemnity** Despite any other provision of these Standard Terms, the Client agrees to indemnify and keep indemnified, to the maximum extent permitted by law, HSE Australia against all expenses, losses, damages, costs (including legal costs), charges, fines, penalties and liabilities suffered by HSE Australia or any other party (whether direct, indirect or consequential) arising out of or in connection with HSE Australia's engagement to provide the Services, including (but not limited to) HSE Australia's use of and reliance on the Client Information (or any other information relied upon by HSE Australia in providing the Services). **13. Limitation of liability** The Client agrees that if HSE Australia is held liable for any expenses, losses, damages, costs (including legal costs), charges, fines, penalties and liabilities suffered by the Client or any other party (whether direct, indirect, special or consequential) arising out of or in connection with the provision of the Services, including liability for any negligent act or omission or misrepresentation of HSE Australia, HSE Australia's liability will be limited to the amount of the Fee payable for the relevant Services, and the Client agrees to release HSE Australia from all claims arising as a result of or in connection with the relevant Services to the extent that HSE Australia's liability in respect of such claims would exceed the amount of the Fee. HSE Australia will not be liable to the Client in any circumstances for any indirect, special or consequential loss or damage, including loss of revenue, loss of production, loss of product, loss of contract or loss of profit howsoever arising and whether in an action in contract, tort (including negligence), in equity, product liability, under statute or on any other basis. Nothing in these Standard Terms operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would contravene that statute or cause any term of these Standard Terms to be void (**Non-excludable Obligations**). Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that impose any liability or obligation on HSE Australia are expressly excluded under these Standard Terms. **14. Termination** The engagement of HSE Australia to provide the Services may be terminated at any time by HSE Australia or the Client upon giving 20 Business Days' written notice to the other party. Without limiting the remainder of this clause 14, if the Services are terminated by the Client under this clause 14, HSE Australia will issue to the Client (and the Client is obliged to pay) a final invoice that includes: a) the amount of any Fees outstanding for Services provided to the Client prior to the date of termination not included in any previous payment by the Client; and b) the costs HSE Australia actually and reasonably incurred prior to the date of termination of the Services in the expectation of providing the Services, and not included in any previous payment by the Client. If the Client terminates or postpones the Services within 7 days before the agreed commencement date for the Services, the Client must pay to HSE Australia 100% of the total Fees, as a genuine pre-estimate of HSE Australia's losses due to termination of the Services at that time. If the Client terminates or postpones the Services in the period between 14 days before and 7 days before the agreed commencement date for the Services, the Client must pay to HSE Australia 50% of the total Fees, as a genuine pre-estimate of HSE Australia's losses due to termination [or postponement] of the Services at that time. If the Client terminates or postpones the Services in the period between 28 days before and 14 days before the agreed commencement date for the Services, the Client must pay to HSE Australia 25% of the total Fees, as a genuine pre-estimate of HSE Australia's losses due to termination [or postponement] of the Services at that time. The ending of the Services does not affect: a) any rights of the parties which may have accrued before the ending of the Services; and b) the rights and obligations of the parties under any clause or part of the Standard Terms which, expressly or by implication from its nature, are intended to continue after the ending of the Services. **15. Force Majeure** If HSE Australia's performance of the Services is prevented or restricted by reason of fire, storm, flood, earthquake, war, act of terror, labour dispute, transportation embargo, law, order or directive of any government in matters relating to the Services, or any other act or condition beyond the reasonable control of HSE Australia, then HSE Australia may delay, cancel or vary the Fees in relation to performance of the Services. **16. Costs** Except as otherwise set out in our Terms of Engagement, HSE Australia and the Client must pay their own costs in relation to preparing, reviewing and signing the acceptance of our Terms of Engagement. **17. General disclaimers** All reviews, surveys, projections, conclusions and recommendations contained or made in any reports or studies in relation to or associated with the Services are based on the Client information available to HSE Australia at the date of preparation. The Client acknowledges and agrees that the Services involve making judgements which may be affected by unforeseen future events, Client operations, economic disruption, industrial relations, labour difficulties, political action, changes of government, change of laws and other factors the effects of which are not capable of precise assessment at the commencement of the Services. In many cases, HSE Australia is required to make value judgements based on material compiled by government agencies, scientific organisations, research organisations, industrial, commercial and professional organisations and others. It may also be necessary for HSE Australia to rely on data received from third parties or to use data which is not able to be substantiated by publicly available information or sources when providing the Services. **18. Miscellaneous** a) HSE Australia's engagement may not be assigned by the Client to any other party without the prior written approval of HSE Australia. b) Our Terms of Engagement contain the entire agreement between HSE Australia and the Client in relation to the Services. c) Our Terms of Engagement are governed by the laws of South Australia. HSE Australia and the Client each submit to the non-exclusive jurisdiction of the courts of South Australia and courts of appeal from them. d) Nothing in our Terms of Engagement (including, for the avoidance of doubt, these Standard Terms) constitutes a joint venture, employment, agency, partnership or other fiduciary relationship between HSE Australia and the Client. e) If a clause or part of a clause of these Standard Terms can be read in a way that results in it being illegal, unenforceable or invalid, but can also be read in a way that results in it being legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Standard Terms, but the rest of the Standard Terms are not affected. f) Any indemnity or any obligation of confidence under these Standard Terms is independent and survives termination of the Services or the Proposal. Any other term by its nature intended to survive termination of the Services will survive termination of the Services. g) No variation of the Services (including, for the avoidance of doubt, any of these Standard Terms) will be of force or effect until it is in writing and signed by both HSE Australia and the Client.