



Terms and Conditions

GENERAL

Biotech Laboratories will provide the Services described in the accompanying tender, quotation, or email to the Client, which together with these terms and conditions will hereafter be called the 'Agreement'.

This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

PROVISION OF SERVICES

Biotech Laboratories will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.

The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in Biotech Laboratories' standard testing methodology, the Biotech Laboratories Report and its contents. All data and Biotech Laboratories reports relate to the sample tested only.

If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in Biotech Laboratories' standard testing methodology, then the Client must advise Biotech Laboratories of such needs prior to submission of samples.

Biotech Laboratories may subcontract all or part of the Services and the Client consents to Biotech Laboratories disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.

Biotech Laboratories reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this.

FEES AND PAYMENT

Clients payment terms are 30 days from the date of invoice.

All prices quoted by Biotech Laboratories are exclusive of GST unless stated otherwise. The Client must pay the amount of GST specified in an invoice issued pursuant to A New Tax System (Goods and Services Tax) Act 1999. Biotech Laboratories pricing will be adjusted on an annual basis to account for inflation. The annual increase is based on the March All Groups CPI number (March current year vs. March prior year) for Brisbane (reflecting the fact that the majority of Biotech costs are directly linked to its Brisbane head office location). The CPI is published by the Australian Bureau

of Statistics in late April and the resulting annual increase will be applied by Biotech Laboratories to all prices with effect from 1 July. The Consumer Price Index link is provided below:

[Consumer Price Index, Australia | Australian Bureau of Statistics \(abs.gov.au\)](https://www.abs.gov.au/Consumer-Price-Index)

LIMITATION OF LIABILITY

To the full extent permitted by law Biotech Laboratories and its affiliates exclude all warranties, terms, conditions or undertakings, ('terms'), whether express or implied, in relation to the Services, the report or its contents. Where any legislation implies any terms which cannot be excluded or modified then such terms shall be deemed to be included. However, (to the full extent permitted by law) Biotech Laboratories' liability to the Client is limited at Biotech Laboratories' option to the re-performance of the Service or the refund of the Service fee.

Without limiting the generality of this clause, it is agreed that, to the full extent permitted by any applicable Commonwealth, State or Territory laws having jurisdiction, neither Biotech Laboratories nor any of its affiliates will be liable to the Client or any other person for any loss of profits or business whether directly or indirectly incurred or any special, indirect or consequential damages arising howsoever arising or in connection with the Services or this Agreement.

The Client hereby releases and indemnifies and shall continue to release and indemnify Biotech Laboratories, its affiliates, 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 or threatened 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.

It is agreed that:

(a) the Client at its own risk uses the report and its contents and any advice, opinions or information supplied by Biotech Laboratories, its affiliates, officers, employees or agents; and

(b) the Services are performed on the condition that the Client will not hold Biotech Laboratories, its affiliates, officers, employees or agents liable for any loss or damage howsoever arising or the use of or reliance upon the report or its contents.

(c) Biotech Laboratories 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 Biotech Laboratories.

Each agrees that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement. It is the responsibility of the Client to make its own assessment of the suitability for any purpose of the Services, any report and its contents and any information or advice generated therefrom.

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