

ALS ENVIRONMENTAL RISK SERVICES (NEW ZEALAND) LTD

TERMS & CONDITIONS OF TRADE

DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" and "this Agreement" means and comprises the terms and conditions of this Agreement, including the quotation form, the Client's acceptance of/approval to proceed with the Services or the Client's purchase order which constitutes the Client's acceptance of the quotation.

"ALS" means ALS ENVIRONMENTAL RISK SERVICES (NEW ZEALAND) LTD and includes its officers, employees, agents and sub-contractors.

"Client" means the recipient of the Services.

"Commencement Date" is the date specified in the quotation or the most practical date for commencement of the Services.

"Confidential Information" means:

- a) Information revealed in confidence by Client or ALS to the other;
- b) Information designated as confidential by Client or ALS
- c) Proprietary information including but not limited to trade secrets and proprietary know how of Client or ALS.
- d) Information in or relating to the business of Client or ALS.
- e) Subject to the above, includes but shall not be limited to the following information: web sites, software, test methods, audit processes, techniques, products, sampling methods, programs and program developments, program information, user manuals, programming manuals, modification manuals, flow charts, drawings, models, drafts, diagrams, methods of operation, marketing studies, marketing plans, customer lists and customers; and extends to all forms of storage or representation of the information referred to above including but not limited to loose notes, diaries, memoranda, drawings, photographs, electronic files, and computer print.

"Consultant" means any person who takes part in the provision of the Services by ALS whether as an officer, employee, agent or sub-contractor of ALS or of any body-corporate engaged by ALS.

"Nominated Consultant" means the person, if any, specified in the quotation as being primarily liable for the provision of the Services; "Parties" means the Client and ALS.

"Services" means the services and/or supply of any report to be provided by ALS as specified in the quotation or as otherwise mutually agreed between the Parties from time to time.

"Term" means the period that ALS is to provide the Services under this Agreement as specified in the quotation or as otherwise mutually agreed between the parties.

CREDIT APPLICATION

- a) The Client hereby warrants that all the information provided by it for the purpose of this Agreement is correct and is supplied for the purpose of obtaining trading conditions with ALS. The Client further warrants that the signatory to this Agreement is duly authorised by the Client to apply for a credit trading account and to execute this Agreement.
- b) The parties agree that in the event of ALS, prior to approving a credit trading account, granting to the Client time to pay for any services rendered then such rendering of services shall not amount to a waiver by ALS of any of the terms of this Agreement nor be construed or be taken either directly or indirectly or by implication as a granting by ALS of a credit trading account to the Client and no credit trading account shall be granted unless the Client is so advised by ALS in writing.
- c) The Client shall no later than fourteen (14) days prior to any proposed changes of ownership of the Client, change in Registered Particulars, alteration, addition to the shareholding or directorship, notify ALS of the proposed change and the Client and guarantors shall be liable for payment of any services supplied by ALS after such change, alteration or addition unless ALS have acknowledged in writing acceptance of the intended change, alteration or addition.

- d) If ALS in its sole discretion deems the Client's credit to be unsatisfactory, it may require security for payment and may withhold completion of the Services until such security is provided; alternatively, it may cancel the Agreement and in that event, all amounts then owing by the Client shall become immediately due and payable in full.

PRIVACY

The Client authorises ALS to collect, retain and use personal information about the Client (including the information collected in this document) for the following purposes only:

- a) Assessing the Client's creditworthiness;
- b) Disclosing to a third party details of this application and any subsequent dealings it may have with ALS for the purpose of recovering amounts payable by the Client and providing credit references.
- c) Marketing services supplied by ALS or its selected business partners.

ALS shall immediately stop sending marketing materials to the Client should the Client so request.

The Customer can assess and correct any information ALS holds about the Client.

CONFIDENTIALITY

- a) ALS will maintain strict confidentiality over all information obtained from or relating to the Client in the course of providing the Services. Such information will be used solely for the purpose of planning, undertaking, reporting, and supporting the agreed Services.
- b) ALS will not disclose any Client information to third parties except where:
 - the disclosure is necessary for the performance of the Services (for example, accredited laboratory analysis);
 - the disclosure is required by law or by a regulatory authority; or
 - the disclosure is required by accreditation bodies such as IANZ for the purpose of assessment or audit.
- c) ALS will not publish or release any identifiable Client information into the public domain—including for marketing, case studies, training, presentations, or website content—without the Client's prior written consent. Client consent may be provided by email and must clearly confirm approval for the proposed use. ALS will retain a copy of the consent as part of its quality records.
- d) ALS will take reasonable steps to protect all Client information from loss, misuse, and unauthorised access while it is in ALS's possession. All ALS employees, consultants, and subcontractors are bound by confidentiality obligations under their employment or engagement agreements and ALS's internal quality procedures.
- e) Where information is used publicly with Client approval, ALS will anonymise the information where practicable to protect Client identity and commercially sensitive details.

CONSUMER GUARANTEES ACT

If the Consumer Guarantees Act 1993 applies to the Services, it is excluded to the maximum extent allowed under section 43(2) of that Act.

PROVISION OF SERVICES

- a) ALS shall provide the Services to the Client in a professional manner, in accordance with documented procedures and applicable regulatory requirements.
- b) Unless otherwise stated in writing, services provided by ALS fall outside the scope of its ISO/IEC 17020 accreditation. Where work is performed under accreditation, this will be clearly indicated in writing within the report or job confirmation.
- c) ALS shall not deviate from agreed scopes or methods without prior written approval from the Client. Accredited services will be delivered using approved methods only.
- d) The Client understands and agrees that a 20% surcharge applies for works on Saturdays or out-of-hours works (working week Mon-Fri 06:00-18:00), and a 20-50% surcharge applies for Sundays. Works conducted on Public Holidays attract a 50% surcharge.
- e) The "day" rate includes an 8-hour period from the time the Consultant leaves the ALS Office until their return. For remote works, the ALS Office means the Consultant's overnight accommodation venue. Additional time will be charged at rates specified in the quotation.
- f) ALS shall not be liable for any delay or loss caused by events beyond its control, including but not limited to industrial action, staffing issues, site access restrictions, or third-party delays.

- g) Where part of the Services is subcontracted (e.g., lab testing), the Client will be notified prior to or in the report. All subcontracted services are subject to the same quality standards.
- h) For Clients under standing agreements or ongoing arrangements, service requests submitted by email are deemed acceptance of the defined scope and these Terms, whether or not a formal quote is issued.

COMPLAINTS AND APPEALS

The Client may raise complaints or appeals in relation to the Services provided. ALS maintains a documented Complaints and Appeals Procedure, available on request. Complaints will be acknowledged within two (2) business days and managed in accordance with ISO/IEC 17020 clause 7.5, and records retained as part of our quality management system.

TERM OF ENGAGEMENT

The Services shall commence on the Commencement Date as agreed by ALS and the Client. Services shall be provided for the Term as agreed in writing between the parties.

- a) The Term may be extended or reduced by verbal Agreement between ALS and the Client if necessary, however written confirmation of the changes to the Term must be received by ALS in writing within 24hrs of the verbal Agreement. If no written confirmation is received within 24hrs, any/all changes to the Term (verbal or other) are void. Where the Client is a repeat customer under an existing relationship, email instruction may serve as acceptance of the scope and these Terms;
- b) Any expenses, costs or disbursements incurred by ALS as a result of changes to the Term, including loss of consultant's chargeable time, shall be paid by the Client.

LIMITATION OF LIABILITY

ALS shall not be liable in contract, tort or otherwise for any consequential, indirect or pure economic loss suffered by the Client as a result of any defect in the Services or any failure by ALS to perform its obligations to the Client, even if such loss was, or should have been, within ALS's contemplation.

Any claim which the Client may have against ALS, whether in contract, tort or otherwise as a result of any defect in the Services:

- a) shall expire twelve months after the Commencement Date unless the Client notifies ALS of the claim in writing before the expiry of that period;
- b) shall be limited, at ALS's option, to the repair or replacement of defective Services (if applicable) or the refund of a maximum amount equal to amounts actually paid by the Client to ALS in respect of the Services.

PAYMENT

In the event of ALS granting a credit trading account to the Client then:

- a) Payment of all accounts is required in full without deduction or set off by the due date, being a date stipulated by ALS;
- b) Where the Client has been granted a credit trading account, payment shall be made on the earlier of either, or 20th of following month, completion of services, or in accordance with a payment schedule specified in the quotation;
- c) If the Client fails to make payment when due, ALS may, without prejudice to any other remedy available to it, suspend the issue of documentation relating to the services and/or the provision of further services under this Agreement until payment (including of any interest payable and collection costs) is made;
- d) Should the Client default in the payment of any monies due under this Agreement then all monies due to ALS shall immediately become due and payment shall be made by the Client within seven (7) days of the date of demand. ALS shall be entitled to charge interest at its banker's overdraft rate on all overdue accounts from the due date until the date of actual payment; and load a default against the Client and all other borrowers with multiple Credit Agencies.
- e) All expenses, costs or disbursements incurred by ALS in recovering any outstanding monies from the Client, including debt collection agency fees and solicitors costs, shall be paid by the Client;
- f) Prior to the Client paying the full price for the services including any interest and collection costs for the Services, the Client agrees that any/all reports, documentation, and/or associated information provided to the Client by ALS as part of the Services remains the property of ALS (including the ownership of copyright) and is therefore considered to be

"Confidential Information" which cannot be provided to any third party without written authorisation by ALS.

- g) ALS may at any time or from time to time without assigning any reason, refuse to extend any further credit to the Client. ALS's granting of a credit trading account does not require ALS to extend to the Client any particular amount of credit.
- h) ALS at its discretion shall be entitled without notice to terminate any credit trading account granted to the Client.
- i) If any law is introduced, amended or takes effect that has the result of increasing the rate of any taxes (including the goods and services tax), charges, fees or other imposts ("Taxes") levied or assessed in connection with the Services under this Agreement, ALS may immediately increase the fees chargeable to take into account the net effect of the Taxes.

INDULGENCES

No indulgence that a party may grant to the other shall constitute a waiver of any of the rights of the grantor.

COPYRIGHT

- a) All information provided as part of the Services is subject to copyright including but not limited to web sites, software, test methods, audit processes, techniques, products, sampling methods, programs, program information, manuals, programming manuals, modification manuals, flow charts, drawings, models, drafts, diagrams, methods of operation, reports, assessments, certificates, and/or results. Ownership of copyright in the Copyright Material will remain vested in ALS until full payment for Services, including any interest and collection costs, has been received from the Client. Accreditation status (where applicable) will be clearly disclosed in the report, typically in the footer or a dedicated compliance section.
- b) Subject to this Agreement, following the receipt of payment in full from the Client, ALS hereby grants the Client a non-exclusive, limited-use licence to apply the Copyright Material for its intended purpose.
- c) The Client must not in any way modify, rewrite, or alter the Copyright Material in any way, or use the Copyright Material in an unauthorised manner or for an unauthorised purpose unless with the written permission of ALS.

ACCREDITATION DISCLOSURE

Unless specifically stated otherwise, services provided by ALS fall outside the scope of ISO/IEC 17020 accreditation. Methamphetamine testing is currently the only service performed under formal accreditation.

GOVERNING LAW

This Agreement shall be governed by New Zealand law.