

# Request for Analytical Services

Quote Number:	Carrier:	Waybill Number:	<b>Job Number: Office use only</b>
	Date Received:	Number of Items:	

<b>Client Information</b>	<b>Project:</b>	<b>Submission ID:</b>	<b>P.O Number:</b>
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<b>PRIMARY CONTACT</b>	<b>INVOICE TO</b>	Same as Primary Contact
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Company	Company
Address	Address
Attn	Attn
Email	Email
Tel	Tel
Fax	Fax

Name	Company	Email	Data Format		
			CSV	XLS	PDF

ANALYSES							
Sample Type	Quantity	Sequence Start	to	Sequence Finish	Prep Code	Analytical (Package Code or Elements)	Rush

Sample Type	Quantity	Sequence Start	to	Sequence Finish	Prep Code	Analytical (Package Code or Elements)	Rush

Hazardous Materials				Special Instructions			
Radioactive	Fibrous/Asbestos	Other (please specify):	<input type="text"/>	<input type="text"/>			

**STORAGE & DISPOSAL Note: Rejects and pulps will be charged for storage after 2 months unless requested otherwise**

Return Address Pulps and Rejects returned at cost	Rejects	Pulps
Company	Return to Sender	Return to Sender
Address	Dispose after ____ months	Dispose after ____ months
	Store after ____ months	Store after ____ months
Attn	Dispose Immediately	Dispose Immediately
Tel	<i>Charges will apply for disposal and /or and pulps.</i>	

**AUTHORISATION Signature Required**

I hereby request MinAnalytical Laboratory Services Pty Ltd. to conduct the above specified analysis. Signed \_\_\_\_\_

Note: Unless otherwise agreed by MinAnalytical in writing, any services provided pursuant to this Request for Analytical Services are subject to the MinAnalytical General Terms and Conditions appended to this form and available at: [MinAnalytical.com.au](http://MinAnalytical.com.au)



## GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In these General Terms and Conditions, unless the context requires otherwise:

**Agreement** means the agreement between the Parties in respect of the provision of the Services by the Company to the Client, including these General Terms and Conditions and the terms contained in or referred to in the Quotation.

**Bulk** means the stockpile of physical product, whether in situ or otherwise, from which the Client procures the Samples.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.

**Claims** means any claim, action, proceedings, demand, cost, damage, loss, expense (including legal expenses), liability or other outgoing of any nature as a result of the Agreement, whether arising during or after the term of the Agreement.

**Client** means the party who acquires the Services from the Company.

**Company** means MinAnalytical Laboratory Services Australia Pty Ltd (ACN 146 875 774).

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Confidential Information** means any and all information, data, specifications, drawing, reports, accounts or other documents as supplied or made available by or on behalf of the Company to the Client or brought into existence by the Company, in or under for the purpose of the Agreement.

**Dispute** means any dispute or difference arising between the Parties under or in connection with the Agreement.

**Due Date** means the date or turnaround time agreed between the Parties in respect of when the Services are to be completed.

**Force Majeure Event** means any acts of God; war, warlike operations, acts of terrorism, insurrections or riots; fires; floods; explosions; pandemics, epidemics; quarantine restrictions; any act of government (including delays in approvals or clearances), governmental priorities, allocation regulations or orders affecting materials, facilities or incomplete or completed Services; strikes, labour disputes or other industrial action causing cessation, slow-down or interruption of work; delay or default in freight, shipping or logistics; or inability after due and timely diligence to procure materials, accessories, equipment or parts; or any other cause to the extent it is beyond the Company's control or not occasioned by the Company's fault or negligence, as the case may be.

**General Terms and Conditions** means these General Terms and Conditions.

**Government Agency** means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or;
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

**GST** has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means:

- (a) where a party is an individual person or a partnership including an individual person, that person: commits an act of bankruptcy; has a bankruptcy petition presented against him or her or presents his or her own petition; is made bankrupt; makes a proposal for a scheme of arrangement or a composition; or has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under the *Bankruptcy Act 1966* (Cth) or like provision under the law governing this Agreement; or
- (b) where a party is a corporation: notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement; it enters a deed of company arrangement with creditors; a controller or administrator is appointed; an application is made to a court for its winding up and not stayed within 14 days; a winding up order is made in respect of it; it resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); it is unable to pay its debts when due; or a mortgagee of any of its property takes possession of that property.

**Intellectual Property Rights** means all statutory and other proprietary rights in respect of patents (including inventions), trademarks, copyright (and associated moral rights), designs, circuit layout and know how (including trade secrets), and the right to apply for such rights and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967, or any application or right to

**Party** means the Company or the Client and **Parties** means the Company and the Client.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and any regulations made pursuant to it.

**Price(s)** means the amount payable by the Client to the Company in respect of the Services as specified in the Quotation.

**Privacy Law(s)** means the *Privacy Act 1988* (Cth) provisions in the Act dealing with personal information and other applicable laws that regulate the collection and use of personal information in Australia.

**Quotation** means any proposal, quotation or document prepared by the Company for the Client which sets out the Services, the Price and the General Terms and Conditions in relation to the performance of the Services.

**Report** means all reports and documents created by the Company as a result of performing the Services.

**Request for Analytical Services Form** means a document substantially in the form set out in Schedule 3 of the Quotation and separately available at [RFAS Form](#) and otherwise acceptable to the Company at its sole discretion which a Client must submit to the Company detailing the Client's specific instructions in respect of the Samples, the quantity of Samples and the Services to be performed in relation to the Samples.

**Sample(s)** means the samples submitted by the Client to the Company for the purpose of the Company performing the Services as requested by the Client and includes any remaining pulps and residue of the Sample remaining following the completion of the Services.

**Sample Acceptance Notice** means a written notice issued to the Client by the Company pursuant to clause 4.2 in which the Company indicates that the Client's Samples have been accepted for delivery and the Company is able to provide the Service requested in relation to those Samples.

**Sample Delivery Location** means the Company's facility where the Client is to deliver the Samples as agreed in writing by the Company.

**Sample Submission Form** means a Request for Analytical Services Form, or where such a request has previously been accepted by the Company and relates to multiple batch Services, a written notice from the Client substantially in the form of a Request for Analytical Services Form, which is to be submitted to the Company prior to delivery of any Samples pursuant to clause 4.1.

**Security Interest** has the meaning set out in the PPSA.

**Services** means the services to be performed by the Company for the Client under the Agreement as set out in the Quotation and relevant purchase order, Request for Analytical Services Form or Sample Submission Form.

### 2. APPLICABLE TERMS

- 2.1 The Company will perform the Services in accordance with the Agreement and for the avoidance of any doubt, these General Terms and Conditions.
- 2.2 The only terms and conditions which are binding upon the Parties in relation to the provision and performance of the Services are those set out in the Agreement. Any terms and conditions submitted or issued by the Client (including as attached to, or referenced in, any purchase orders, request for service forms, correspondence, delivery acknowledgements or other instrument) are not applicable and binding on the Company unless agreed and accepted in writing by the Company.
- 2.3 The placement of an order or request for services by the Client or receipt by the Company of the Samples, will constitute acceptance of this Agreement by the Client.
- 2.4 The relationship between the Company and the Client is only that of a principal and a contractor.

### 3. REQUEST FOR SERVICES

- 3.1 The Company will only accept instructions from the Client, or as otherwise notified in writing by the Client, and the instructions are to be submitted to the Company by way of a properly completed Request for Analytical Services Form or the equivalent when such equivalent is acceptable to the Company at its sole discretion.
- 3.2 The Client must provide sufficient information, specifications and instructions, for all enquiries and orders for the provision of the Services to enable the Company to evaluate and/or perform the Services required.
- 3.3 The Company reserves the right to reject any Request for Analytical Services Form that is deficient in respect of the information required for the Company to assess the scope and quantum of the Services required.
- 3.4 The Company may reject any Request for Analytical Services Form for any reason in its absolute discretion.
- 3.5 For avoidance of doubt, a purchase order issued by the Client shall not on its own suffice as a request for analytical services unless it sets out all the information required in a Request for Analytical Services Form.
- 3.6 Any information, specifications and instructions submitted by the Client to the Company must include a written notice of all known safety or health hazards and special procedures applicable to the safe handling, testing, storage, transport and disposal of the Samples. The Company may in its absolute discretion, refuse to provide the Services on the relevant Samples where it determines the performance of such services may pose a health or safety hazard. In the event of the Company exercising its discretion to refuse the provision of the Service, the Company may fully exercise all its rights and discharges all its liabilities under the Agreement.
- 3.7 The Company relies on the correctness, accuracy and completeness of the information submitted by the Client. The Company takes no responsibility and has no liability for or in respect of the information submitted by the Client.

### 4. DELIVERY AND OWNERSHIP OF THE SAMPLES

- 4.1 All Samples must be pre-registered with the Company by means of the Client submitting a completed Sample Submission Form to the Company.
- 4.2 As soon as practically possible after receipt of a Sample Submission Form, and providing that the Company has determined in its sole discretion that it has the capability and capacity to provide the requested Services, the Company shall issue a Sample Acceptance Notice to the Client.
- 4.3 The Company reserves the right to reject any Sample Submission Form and the associated Samples if the Sample Submission Form is materially deficient in respect of the information required for the Company to assess the scope and quantum of the Services required.
- 4.4 The Client is responsible for the delivery of the Samples to the Sample Delivery Location.
- 4.5 The Company does not accept and will have no responsibility in respect of Samples where the Samples have been delivered to the Company prior to the issue by the Company of a Sample Acceptance Notice for the samples.
- 4.6 If Samples are delivered to any Company site prior to the issue of a Sample Acceptance Notice for such Samples, the Company shall be entitled to reject delivery of such Samples and any return freight or other costs associated with such rejection shall be at the expense of the Client.
- 4.7 The Company will not commence the performance of the Services on the Samples without receipt of the Client's instructions in the manner set in clause 3.
- 4.8 The Company will inform the Client in the event of any discrepancies between the Samples detailed on the Request for Analytical Services Form or the Sample Submission Form and the Samples received by the Company. The performance of the Services will not commence until any such discrepancy is rectified.

**5. OWNERSHIP OF SAMPLES**

- 5.1 The Samples submitted to the Company remain the property of the Client.
- 5.2 The Company is not liable for any Claims whatsoever relating to the deterioration, contamination, damage or loss of the Samples. The Client agrees to indemnify the Company in respect of all Claims, demand or actions which may be made against the Company with respect to deterioration, damage or loss of the Samples.

**6. PERFORMANCE OF THE SERVICES**

- 6.1 The Company 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 and in accordance with:
  - (a) the specific instructions of the Client as confirmed by the Company;
  - (b) the Agreement;
  - (c) such methods the Company considers appropriate on technical, operational and/or financial grounds;
  - (d) any obligations of authorisations, permits or licenses required to be held by the Company in connection with the provision of the Services; and
  - (e) any applicable laws and regulations.
- 6.2 The Company will only perform the specific Services as instructed by the Client. The Company may recommend services appropriate for the Sample but is not responsible and is not liable to the Client in respect of the appropriateness of the Client's ultimate selection and instructions for request of the Services.
- 6.3 The Company will use reasonable endeavours to ensure that the Services are completed by the Due Date. The Company makes no guarantees to the completion of the Services by the Due Date and will advise the Client as soon as reasonably practicable of any changes to the Due Date.
- 6.4 The Company shall store the Samples free of charge for a period of 60 days from the date of issue of the relevant invoice for the performance of the Service, following which the Company reserves the right to charge the Client storage and/or disposal fees at cost plus 25%.
- 6.5 The Company may assign or subcontract the storage and handling of the Samples with prior written approval of the Client.
- 6.6 During the performance of the Services, the Client acknowledges and agrees that the Samples or parts thereof, may be altered, lost, damaged or destroyed. The Company is not liable to the Client or any third party for any alteration, loss, damage or destruction to the Samples or parts thereof.

**7. REPORT**

- 7.1 Upon completion of the Services, the Company will:
  - (a) communicate the information collected and any analysis of that information to the Client in a Report prepared in the format as instructed by the Client; and
  - (b) issue a certificate of analysis.
- 7.2 The Company will ensure that the Report is prepared with due care within the limitation of the Client's instructions and unless otherwise instructed, is under no obligation to refer to any facts or circumstances that are outside the Client's instructions.
- 7.3 Where requested in writing by the Client, provisional results may be provided. The Client acknowledges and agrees that any provisional results are subject to the Report. Provisional reports are only available to clients who have prior approved credit applications and are not in arrears of any payment due to the Company.
- 7.4 The Report issued by the Company will only contain data from the Samples (as received). If the Client requires the Company to provide a report in respect of the Bulk, the Client must make a separate and special arrangement with the Company for the inspection and sample of the Bulk in advance.
- 7.5 The Report is for the sole use of the Client and must not be distributed by the Client or relied upon by any third party without the prior written consent of the Company.
- 7.6 The Company is not responsible for any decisions or actions undertaken by the Client or any third party on the basis of the Report.

**8. TERMS OF PAYMENT**

- 8.1 The Company will issue an invoice on a monthly basis, or as required after completion of the Services.
- 8.2 The Client must pay the invoiced amounts within 21 days from the date of the invoice. All invoiced amounts are in Australian Dollars (AUD\$).
- 8.3 Failure by the Client to pay the Company as and when the invoiced amount is due and payable, the Company may:
  - (a) charge interest on overdue amounts payable from the date on which the debt is due until the date of payment in full, at a rate of 8% per month or the highest rate permitted by law, whichever is lower; and
  - (b) suspend the Services until payment has been made in full.
- 8.4 Without prejudice to any other right or remedy the Company may have, the Client must pay the Company for all Services rendered up to the date of the suspension of the Services, plus all interest and costs, including legal costs, incurred by the Company.
- 8.5 The Client is not entitled to set-off against or deduct from the invoices amounts from any sums owed or claimed to be owed to the Client by the Company.

**9. GST**

- 9.1 Unless otherwise stated, all pricing in this Agreement is exclusive of GST.
- 9.2 If GST is imposed on the provision of the Services pursuant to this Agreement, the Client must pay to the Company, in addition to the GST-exclusive consideration, an amount equal to the GST payable in respect of the provision of the Services.
- 9.3 Any GST amount payable under the Agreement is payable on the same date as the other consideration that has given rise to the obligation to pay GST. The Company will ensure that any invoice or other request or demand for payment of supplies to the Client under the Agreement constitutes a tax invoice that, where applicable, enable the Client to claim any tax credits for the GST in respect of the supplies to which the invoice relates.

**10. PRICING**

- 10.1 The Prices are subject to revision by the Company every 6 months.
- 10.2 The Client will be notified in writing of any changes in the Prices no later than 30 days before the effective date of the change in Prices.
- 10.3 Changes in the Prices will take effect from the date stated in the notice provided pursuant to clause 10.2.
- 10.4 In the event of any increased costs, time or expenditures resulting from unforeseen circumstances or circumstances beyond the control of the Company the Company reserves the right to charge the Client any such reasonable additional charges as required to cover any increase.

**11. WARRANTIES**

- 11.1 To the full extent permitted by law, the Company excludes all warranties, terms, conditions or undertakings whether express or implied, in relation to the Services and/or the Report and its contents. Where any legislation implies any terms in this Agreement cannot be modified or excluded, then such terms shall deem to be included.
- 11.2 The Parties warrant that to each other that they respectively:
  - (a) are a validly existing under the law of its place of incorporation or registration;
  - (b) have the power to enter to and perform its obligations under the Agreement;
  - (c) are not subject to an Insolvency Event and no external administrator has been appointed any part of its assets and no such appointment has been threatened; and
  - (d) are not in liquidation or official management and no proceedings have been brought or threatened for the purpose of winding up the Client or placing it under official management.

**12. INSURANCE**

- 12.1 The Client must maintain all applicable insurance policies with a reputable insurance company to cover the potential liabilities which the Client may have to the Company arising out of or in connection with the Agreement.
- 12.2 The Company's responsibility in respect of the Samples is strictly limited to exercising reasonable care and diligence.

**13. LIABILITY**

- 13.1 The Company is not liable to the Client for any loss whatsoever arising from the delayed provision of the Service, and accepts no responsibility for any transaction, schedule or project plans of the Client that is jeopardised as a result of the delayed provision of the Services.
- 13.2 The Company's liability to the Client is limited at the Company's option to re-performance of the Services, on the condition that the relevant Samples are still stored by the Company, or the refund of any payment(s) made by the Client for the Services not performed by the Company.
- 13.3 Notwithstanding any other provision of this Agreement, the Client agrees that the Company shall not in any circumstance be liable for any financial, economic or other loss (whether direct or indirect) including, but not limited to, special, indirect, exemplary or punitive damage, damage to goodwill, loss of business reputation, future reputation or publicity, loss by reason of any shutdown or non-operation, increase cost of borrowing, capital or finance, loss of anticipated savings, pure economic loss, loss of use of productivity, loss of data, loss of opportunity, loss of business or contract, loss of use, expenses, delay and any other consequential loss, whether caused by breach of the Agreement, or arising from or in connection with warranty, tort (including negligence), equity, strict liability, product liability, contribution, or statutory liability.
- 13.4 Nothing in the Agreement limits or excludes the liability of the Client:
  - (a) for death or personal injury resulting from negligence; or
  - (b) for any damage or liability incurred by the Company as a result of fraud or fraudulent misrepresentation by the Client; or
  - (c) for any other loss which by law cannot be excluded or limited.
- 13.5 The Client releases and indemnifies and shall continue to release and indemnify the Company, its related body corporate and their officer and employees from and against all actions, Claims, proceedings or demand (including any costs and expenses in defending or servicing the same) which may be brought against it or them that may be made against or incurred by the Company arising out of a breach of this Agreement, including failure to pay any amount due pursuant to clause 8 by the time such payment is due, by the Client, its agents or servants or use of the Services by the Client or any other person.

**14. CONFIDENTIALITY AND PRIVACY**

- 14.1 The Parties agree that any and all Confidential Information must be kept confidential and shall not be disclosed to any other third party without the other Party's prior written consent.
- 14.2 A Party may disclose Confidential Information as required:
  - (a) by law or by order of any court or tribunal of competent jurisdiction; or
  - (b) by any Government Agency, stock exchange or other regulatory body.
- 14.3 On termination of the Agreement or at the direction of either Party, each Party must return or destroy the other Party's Confidential Information in its possession or under its control. The obligations of confidentiality survive any termination or expiry of the Agreement.
- 14.4 The Company must, with respect to personal information it receives from the Client or from any other person in connection with the Services, comply with all applicable Privacy Laws, and with any guidelines, directions or policies issued by a Government Agency relating to the collection, use, disclosure; security and storage of personal information.

**15. INTELLECTUAL PROPERTY**

- 15.1 All Intellectual Property Rights arising out of or in connection with the performance of the Services, including any Reports, will be owned by the Company and will vest in the Company immediately on creation. To the extent that the Client may at any time acquire any such Intellectual Property Rights the Client, by these General Terms and Conditions, assigns to the Company all such Intellectual Property Rights.
- 15.2 Nothing in the Agreement gives the Client any interest in any Intellectual Property Rights of the Company at any time arising out of or in connection with the performance of the Services.
- 15.3 The Client grants the Company, a non-exclusive, royalty-free, perpetual, transferable and worldwide licence to make use of any Intellectual Property Rights owned by the Client for the purposes of performing its obligations under the Agreement.

**16. TERMINATION**

- 16.1 The Company may terminate or suspend its obligations under this Agreement if the Client:
  - (a) is in breach of the Agreement and fails to remedy that breach within 10 days of receiving notice requiring the Client to do so; or
  - (b) is affected by an Insolvency Event; or
  - (c) is unable to pay the Company monies payable when payment is due and payable.
- 16.2 The Company may terminate or suspend its obligations under the Agreement at any time for its own convenience, without incurring any liability to the Client, by giving not less than 30 days' written notice to the Client, or such other period deemed reasonable by the Company in the circumstances.
- 16.3 The Client may terminate its obligations under this Agreement in the event of substantial breach by the Company of its obligations under this Agreement, which breach has not been remedied within 7 days written notice from Client requiring the breach to be remedied.
- 16.4 On termination of the Agreement, the Client shall immediately pay all outstanding invoices and interest on any outstanding payable sums in respect of Services performed but for which no invoice has been issued. Payment of such invoice is payable by the Client immediately upon receipt.

**17. FORCE MAJEURE**

Notwithstanding any other provisions of this Agreement, the Company will not be responsible nor be deemed to be in default under this Agreement on account of any failure in performance under this Agreement due to the occurrence of any Force Majeure Event.

**18. DISPUTE RESOLUTION**

- 18.1 If any Dispute arises either party may give notice to the other party with details of the Dispute.
- 18.2 Within 10 Business Days of receiving notice of a Dispute, the Parties must meet and attempt to resolve the Dispute.
- 18.3 If the Dispute is unable to be resolved under clause 18.2 within 10 Business Days, the parties will endeavour in good faith to settle the Dispute at least once by a meeting between the managing directors or chief executive officers of the Parties before commencing legal proceedings to finally determine the Dispute.
- 18.4 The Parties must continue to perform their respective obligations under the Agreement (including obligations to pay money), pending the resolution of any Dispute.
- 18.5 Nothing in this Agreement is to be taken as preventing any party from seeking interlocutory relief in respect of any Dispute or preventing the Company from immediately enforcing its rights under this Agreement, including its rights to receive payment for Services.

**19. NOTICES**

- 19.1 A notice, demand, document or other communication relating to the Agreement must be in writing in English, signed by the sender or its duly authorised representative and may be delivered by prepaid post, by hand, by facsimile or email to a party and marked for the attention of the person identified as the contact for that Party, or if the recipient has notified otherwise, then marked for attention in the way last notified.
- 19.2 A notice will be deemed to have been received:
  - (a) if delivered by hand, at the time of delivery;
  - (b) if delivered by post, it is effected at the time when the letter would have been delivered in the ordinary course of post;
  - (c) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent; and
  - (d) if sent by email, at the time when successfully sent.
- 19.3 A notice or other communication received after 5 pm in the place of receipt or on a non-Business Day is taken to be received at 9 am on the next Business Day.

**20. SECURITY INTEREST**

- 20.1 The Client acknowledges that the Agreement and these General Terms and Conditions constitute a security agreement which creates a Security Interest in favour of the Company in respect of the Client's obligation to pay the Company for the Services performed by the Company from time to time pursuant to this Agreement.
- 20.2 The Client accepts, acknowledges and agrees that:
  - (a) the Client grants to the Company Security Interest in the Client's all present and after acquired property which they own now or in the future as security for the obligation of the Client to pay for the Services provided to the Client by the Company;
  - (b) the Company can affect and maintain a registration (in any manner that the Company considers appropriate) of its Security Interest on the Personal Property Securities Register (PPSR) in relation to any Security Interest contemplated or constituted by the Agreement including, but not limited to, contract rights or Intellectual Property;
  - (c) the Client waives its rights under section 157(3)(b) of the PPSA to receive notice of a verification statement; and
  - (d) pursuant to section 275(6) of the PPSA, the Client agrees the Company is not required to disclose to an interested person information pertaining to the Company's Security Interest unless required to do so pursuant to the PPSA or at law.

- 20.3 The Client will:
  - (a) sign any documents and/or provide any further information (which the Client warrants to be complete, accurate and up-to-date in all respects) and/or assist the Company as reasonably required to enable perfection of its Security Interest or registration on the PPSR;
  - (b) give the Company not less than 7 days' written notice of any propose changes in their business detail (including contact details); and
  - (c) indemnify the Company against and any costs the Company incurs in perfecting and maintaining its perfected Security Interest under the PPSA and any costs the Company may incur in the course of enforce any of its rights under this Agreement, the PPSA or at law generally.
- 20.4 The Parties agree that each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than section 117 and 118 (relationship with land laws) and section 134(1) and 135 (retention of collateral), do not apply to the enforcement of any Security Interest provided pursuant to this Agreement.
- 20.5 Notices or documents required or permitted to be given pursuant to this Agreement the purposes of the PPSA must be given in accordance with the PPSA.

**21. ANTI-BRIBERY, CORRUPTION AND HUMAN RIGHTS**

- 21.1 Each Party will at all times comply with all Laws relating to anti-bribery, anti-corruption and anti-money laundering (and must not do anything, or omit to do anything, to cause the other Party to be in breach of any such Legal Requirements).
- 21.2 Each Party warrants that neither it, nor any Relevant Person, has been convicted of any offence, and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence, under any applicable laws, rules and regulations relating to anti-bribery, anti-corruption and anti-money laundering.
- 21.3 Each Party agrees to comply fully, at its own expense, with all applicable Laws and regulations of Australia and any other applicable international law or regulation, including (without limitation) any applicable law and regulation in relation to import and export laws, restrictions, national security controls, anti-slavery and human trafficking legislation.

**22. GENERAL**

- 22.1 The Agreement is governed by and is to be interpreted in accordance with the laws of the State of Western Australia, and the Parties unconditionally submit to the jurisdiction of the courts of that state.
- 22.2 The Agreement contains the entire agreement between the parties in respect of the Services. Any previous understanding, agreement, representation or warranty in respect of the Services is replaced by the Agreement, and has no further effect.
- 22.3 The provisions of this Agreement are express provisions for the rights, obligations and liabilities of the Contractor and the Client with respect to matters to which the *Civil Liability Act 2002* (WA) or similar legislation in force in any other Australian state or territory applies and, to the maximum extent permitted by law, the provisions of this Agreement exclude, modify and restrict the provisions of the *Civil Liability Act 2002* (WA) and such similar legislation to the extent of their inconsistency with the Agreement.
- 22.4 The failure of the Company to enforce any provision of the Agreement or these Terms and Conditions is not a waiver of that provision, unless specifically waived in writing and signed by the Company, nor does it affect the Company's right to subsequently enforce that provision.
- 22.5 The Client acknowledges and agrees that it has been given the opportunity to obtain legal advice with regard to the meaning and operation of the Agreement.
- 22.6 If any provision of the Agreement, specifically the General Terms and Conditions is invalid, void, illegal or unenforceable then that provision is severed to the minimum extent required by the law and all other terms will remain in force.
- 22.7 The Company reserves the right to review and update the Agreement from time to time by publishing such updates on its website. The updated terms will be deemed to take full force and effect between the Parties from the date of publication on the Company website, subject to any special conditions agreed between the Parties.