Bonner ACT, 2914, Phone: 0469853737
www.scitechlab.com.au
contact@scitechlab.com.au

SciTechLab

Agreement Acceptance and Application Form

Registered Company:	
Trading Business Name	
ABN:	

Registered Company Address:	Street No. and Name:	
	Suburb	Postcode

Mailing Address:	Street No. and Name:	
	Suburb	Postcode

Company Representative:	Name & Position		
	Telephone		Mobile
	Email		

Accounts Contact	Name & Position	
	Telephone	Mobile
	Email	

Trade Reference	

Mutual Agreement

I hereby undertake to contract **ScitechLab** to conduct our food testing services by the terms and conditions detailed in this document.

Company Representative (Name in BLOCK LETTERS):	
Signature:	Date:
Title or position of signatory:	
SciTechLab Use only:	

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Terms and conditions:

1) GLOSSARY OF ITEMS

i. SCITECHLAB means Business name: SCITECHLAB; entity name Ansari, Md Imam ABN 39 818 690 339 as a trading body.

ii. Client means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.

iii. Confidential Information means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, and customer lists, except to the extent to such information is lawfully in the public domain.

iv. Services mean the consulting and testing work to be carried out by SciTechLab for the Customer.

2) Agreement

i. This document details the terms of agreement for the provision of testing services to a business as agreed.

3) PROVISION OF SERVICES

i. SCITECHLAB will provide testing and other services with high care and due diligence would be exercised by professional service providers in similar circumstances.

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

 iii. SCITECHLAB reserves the right to develop methods internally and automatically outsource any subcontracted analytical services listed in this Agreement for achieving equivalent Limit of reporting, NATA accreditation and service levels.

iv. 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 SciTechLab standard testing methodology, then the Client must advise SCITECHLAB of such needs prior to submission of samples.

4) PAYMENT

i. All prices quoted by SCITECHLAB are exclusive of GST.

ii. SciTechLab shall invoice the Account Customer weekly for all amounts payable to Md Imam Ansari strictly 10 days from the date of invoice. Outstanding accounts will be handled by Marshall Freeman Collections and additional costs will incur.

5) LIMITATION OF LIABILITY

i. All terms, conditions and warranties of any type in relation to the Services and the results of the Services are excluded to the maximum extent allowed by the law. In respect of Services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of SciTechLab for a breach of warranty implied by law that cannot be excluded is limited, to the maximum extent allowed by the law and at the election of SciTechLab, to the re-performance of the Services or refund of fees paid by the Customer to ScitechLab for the Services.

ii. Subject to clause

5) i, Scitechlab disclaims all and any liability and responsibility in respect of all losses, damages, claims or causes of action arising from any event, act or omission, in direct or indirect connection with the Services or the results of the Services (including the Customer's use of the Test Results), including all claims and liabilities arising by reason of negligence by SCITECHLAB or its staff and the consequences of any act or omission by any person in reliance upon the whole or any part of the Services or the results 6) CLIENTS OBLIGATIONS

i. The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by SCITECHLAB to perform the Services, are available when reasonably required by SCITECHLAB.

ii. The Client will give written notice to SCITECHLAB of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to SCITECHLAB (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which SCITECHLAB is partly or wholly performing the Services. SCITECHLAB may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.

7) CONFIDENTIAL INFORMATION

i. Neither SCITECHLAB nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law. SCITECHLAB and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.

ii. Any report, findings, results, statement, certification issued by SCITECHLAB is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client.

8) SciTechLab Report is: i) issued using detection limits and confidence intervals inherent in SciTechLab testing methodology;

ii) contains SciTechLab results and opinions (if provided) on those samples or specific materials only;

iii) solely for the benefit of the Client, its officers and employees; and

iv) prepared at the request of the Client for the purpose agreed between the Client and SCITECHLAB, and the Client may disclose the report to a third party for that purpose only, but SciTechLab does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.

9) TERMINATION OF CONTRACT SCITECHLAB may suspend or terminate its obligations under this Agreement if : a. monies payable to SCITECHLAB by the client are outstanding 30 days or more (unless otherwise agreed) after the date of invoice, b. other substantial breach by the Client of their obligations under the Agreement, which breach is not remedied within 30 days of written notice the breach to be remedied, or c. by giving the Client 30 days written notice of SciTechLab intention to terminate. i. The Client may terminate its obligations under this Agreement in the event of a substantial breach by SCITECHLAB of its obligations under the Agreement, which breach has not been resolved within 30 days of written notice to SCITECHLAB. ii. If SCITECHLAB, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, SCITECHLAB may give written notice to the Client of SciTechLab intention to immediately suspend or terminate is obligations under this Agreement. In the event of termination, SCITECHLAB is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by SCITECHLAB before the date of termination.