

ABN 77 682 742 966

GENERAL TERMS AND CONDITIONS

These general conditions, or as varied by the attached correspondence, apply in the conduct of services undertaken by TestSafe Australia. When a purchase order or upfront payment for Services is made to TestSafe Australia or a written authority is provided to TestSafe Australia there is deemed acceptance of these General Terms and Conditions.

TestSafe Australia is a research, testing and certification facility that is part of the WorkCover Authority of New South Wales (WorkCover NSW).

Quotations/Estimates: Quotations and Estimates are valid for a period of 30 days (unless otherwise indicated) from the date of written quotation or estimate after which prices may change. Acceptance of the quotation / estimate must be by way of purchase order or written authority.

Services The Services to be provided will be based on applications/requests for certification/testing as per quotation or estimate provided for each such application/request for work to be undertaken by TestSafe Australia.

Upfront Payments: TestSafe reserves the right to request 100% upfront payment prior to commencement of all work or partial payment followed by progressive payments at the discretion of TestSafe.

Terms of Payment: Payment for Services is required within 14 days from the date of invoice. Progressive invoices accompanied by a status report will be issued where applicable.

TestSafe reserves the right to withhold the issue of Certificates and Test Reports to clients who are operating outside of our Terms of Payment.

TestSafe reserves the right to suspend issued Certificates for non-payment of work beyond our Terms of Payment.

Customer Supplied Product: Customer supplied product must be supplied within 14 days of request. Failure to do so will necessitate review of the terms and charges of quotation/estimate.

The customer warrants that all of the materials and products provided to TestSafe Australia for testing or assessment does not infringe the copyright, moral rights or other intellectual property rights of any other party.

All freight and handling is the responsibility of the customer. All costs associated with importation of goods are payable by the customer. Equipment will be returned to the customer upon completion of the service at the customer's cost. If the customer does not require return of the equipment, and requests disposal, any disposal charges applicable will be the responsibility of the customer.

Liability for Product Damage: While every care is taken during handling and testing of customer supplied products TestSafe Australia does not accept liability for any damage that may occur and any loss suffered by the customer due to that damage.

Delays: Delay by the customer in providing sufficient information to permit proper assessment could alter the delivery times quoted and could result in rescheduling of the job as well as changes to the quotation/estimate.

Reports and Certificates of Conformity: Test and Audit Reports prepared for the customer by TestSafe Australia are the customer's property. ANZEX, IECEx and AUSEX Certificates of Conformity remain the property of TestSafe. Assessment and Testing is carried out in accordance with the relevant Australian or international requirements for your product resulting in the issue of the appropriate report or certificate.

Confidentiality: The customer shall not reveal to any other party these General Terms and Conditions or the Services provided by TestSafe Australia or any other information TestSafe Australia tells the customer is confidential or which the customer should reasonably conclude is confidential.

Indemnity: The customer will indemnify WorkCover NSW including its officers, employees or agents and TestSafe Australia against all actions, claims, demands, costs and expenses (including the cost of defending or settling any actions, claims or demands) brought against WorkCover NSW or TestSafe Australia for any death or injury to a person or loss or damage to property, while using products which have been tested or assessed, as a result of any act or omission by its officers, employees, agents or contractors.

All assessment and testing of products is done in accordance with the relevant Australian and international standards and TestSafe Australia relies on the information provided by the customer to conduct its assessment and testing.

Termination: Either party may at any time by written notice terminate the Services with 7 days notice. TestSafe Australia is entitled to payment for Services provided up to and including the date of termination. TestSafe Australia will invoice the customer for the work which they have completed up to and including the day that a termination notice is received

Applicable Law: This agreement is governed by the laws of New South Wales and the parties submit to the jurisdiction of the courts and tribunals of New South Wales.

Notices A notice may be given by personally serving it; sending it by post to the address given below or faxing it.

Notices to TestSafe Australia:

Name:
WorkCover NSW
Po Box 592
Richmond NSW 2753
Facsimile: 02 – 4724 4974

Notices to Customer:

Name:
Address:
Facsimile:

Assignment: This agreement may not be assigned by either party without the written consent of the other.

Variation: Any changes required by the customer to assessment and test requirements must be in writing and may require reassessment of the quotation/estimate. Any additional work required to address issues raised during assessment and/or testing of the product is considered beyond the scope of the Services and will result in cost increases and a review of the attached quotation. If the customer does not agree to pay additional costs that may arise, the work may not be able to be completed.

TestSafe Australia may vary these General Terms and Conditions at any time. TestSafe Australia will inform the client in writing of any changes, which may affect them.

TestSafe Australia is part of WorkCover New South Wales.

Disclaimer: All assessment and testing of products is done in accordance with the relevant Australian and international standards and TestSafe Australia relies on the information provided by the customer to conduct its testing. Neither WorkCover NSW nor TestSafe Australia will be liable for any errors or omissions or for any loss or damage suffered by you or any person, which arises either directly or indirectly from your reliance on a Certificate and/or Test Report which has been provided under these Terms and Conditions.

Signed and accepted by the Customer:

Where the customer is an individual:

SIGNED BY THE SAID *(insert name of Customer)*

.....

Witness Delegate Dated

.....
NAME:

Where the Customer is a company:

SIGNED ON BEHALF OF
in accordance with section 127 of the Corporations Act 2001:

.....

Director Secretary/Director Dated

(*I am the sole Director and Company Secretary of the Contractor and I occupy both offices – Strike out if not applicable)