

HAZ-ED SERVICES PTY LTD
TERMS OF TRADE – GOODS AND SERVICES

1 FORMATION OF CONTRACT

1.1 A Contract will be formed when Haz-Ed issues a written quote to a customer for the provision of SAI Work, Consulting Services, Training Services or sale of Goods (or any one or more or them) and the Customer:

- (a) signs and returns the written quote; or
- (b) submits a Purchase Order to Haz-Ed in terms which are consistent with the written Quote; or
- (c) otherwise indicates in writing or verbally that the written quote is accepted.

2 SUPPLY AND INSTALL WORK (“SAI WORK”)

2.1 A Customer may place a request for a written quote for SAI Work by facsimile or e-mail.

2.2 When making the request for a written quote, the Customer must provide a description of the Site for the installation and a description of the Goods and work required, inclusive of any plans, diagrams, drawings, standards or other materials.

2.3 If Haz-Ed requests a Site inspection in order to issue a written quote, the Customer shall facilitate it.

2.4 Haz-Ed shall issue a written quote stating:

- (a) scope of the SAI Work;
- (b) any exclusions;
- (c) the price; and
- (d) any Deposit required.

3 ITEMS TO BE PROVIDED BY CUSTOMER FOR SAI WORK

3.1 Access to Site

- (a) The Customer shall provide Haz-Ed with access to the Site during the period that Haz-Ed has scheduled to carry out the SAI Work.
- (b) The Customer warrants that it has:
 - (i) legal authority to grant Haz-Ed with access to the Site; and
 - (ii) obtained all council and governmental approvals for Haz-Ed to carry out the SAI Work.

3.2 Access to Work Location

- (a) The Customer shall ensure that Haz-Ed has unimpeded access to the part of the Site (“Work Location”) where the SAI Work is to be performed.
- (b) Haz-Ed is not liable for any claims based on delay caused by inability to effectively access the Work Location.

3.3 Traffic Management

- (a) If:
 - (i) the Site is situated on a public road or public access area; or
 - (ii) the Site is situated adjacent to a public road or public access area where work may be carried out by Haz-Ed on or near to that public road or public access area,the Customer shall, at the Customer's own cost, provide Haz-Ed with traffic management operators and services based on a plan which has been approved by Haz-Ed.
- (b) The Customer shall be responsible for publishing any advertisements or notices which are required by reason of the traffic management services required under clause 3.3(a) above.
- (c) The Customer may request that Haz-Ed provide the necessary traffic management operators and services which shall constitute a variation to the Contract and the cost of supplying the traffic management operators and services shall be borne solely by the Customer.

3.4 Lighting For Night Works

- (a) If the SAI Work requires Haz-Ed to carry out work at night, the Customer shall, at the Customer's own cost, provide Haz-Ed with lighting for the Site which is reasonably necessary for night time operations.
- (b) The Customer may request that Haz-Ed provide the necessary lighting for night works which shall constitute a variation to the Contract and the cost of supplying the lighting shall be borne solely by the Customer.

3.5 Safe Work Site

The Customer warrants to Haz-Ed that:

- (a) there are no hazards on the Site or near to the Site where Haz-Ed is required to operate;
- (b) the Site complies with all occupation health and safety laws and requirements.

3.6 Breach Of Customer's Obligations

- (a) If the Customer breaches any of its obligations under clause 3.1 to clause 3.5 above, Haz-Ed may suspend the SAI Work until such time as the Customer rectifies the default and the SAI Work's completion dates shall be extended by a period being the greater of
 - (i) the period of delay caused by the Customer's default; and
 - (ii) 5 business days.
- (b) If the Customer fails to rectify a breach for a period exceeding 14 days, Haz-Ed may terminate the Contract and, upon such termination, Haz-Ed shall be entitled to forfeit the Deposit and shall be released from any further obligations under the Contract.

4 VARIATIONS OF SAI WORK BY CUSTOMER

4.1 Request For Variation

- (a) If the Customer requires a variation to the Contract, the Customer must submit the details of their request to Haz-Ed in writing.
- (b) Haz-Ed shall reply to the Customer's request for variation within 5 days of receipt of the variation request to:
 - (i) accept the variation request together with details of the changes to the Contract Price in which case, the Customer must accept the changes to the Contract Price proposed by Haz-Ed within 3 business days or shall be deemed to have withdrawn their variation request; or
 - (ii) reject the variation request.

4.2 Suspension Of Work

If, in Haz-Ed's opinion, the variation request from the Customer will materially change its works program, Haz-Ed may suspend the SAI Work until the variation request is resolved and the completion date of the SAI Work shall be extended by a period being the greater of:

- (a) the period of delay caused by the Customer's variation; and
- (b) 5 business days.

4.3 Payment Of Costs Of Variation

- (a) If the Customer's variation request results in an increase to the Contract Price, Haz-Ed may demand the upfront payment of the amount of the Contract Price increase.
- (b) If the Customer fails to pay the amount of the Contract Price increase, Haz-Ed may suspend the SAI Work until such time as the Customer has paid the Contract Price increase and the SAI Work's completion date shall be extended by a period being the greater of:
 - (i) the period of delay caused by the Customer's default; and
 - (ii) 5 business days.

4.4 Rejection Of Variation

If Haz-Ed rejects the Customer's variation request, the Contract will remain on foot in its original form (as amended pursuant to any accepted variations).

5 TRAINING LOCATIONS

5.1 Any Training Services will be delivered at the Customer's Site or at any facility maintained by Haz-Ed for that purpose at Haz-Ed's option.

6 ADDITIONAL EXPENSES

6.1 The Customer shall pay the cost of any additional expenses Haz-Ed incurs in the delivery of any service under a Contract including, without limitation, air fares, excess baggage, kilometrage, meals, car hire and accommodation.

7 PAYMENT

- 7.1 The Customer shall pay the Contract Price in accordance with the terms of payment on the written quote and where the written quote contains no terms of payment, within 30 days of the date of any invoice issued in respect of the Contract.
- 7.2 No Customer shall, under any circumstances or for any reason, retain any amount owing to Haz-Ed for SAI Work, Goods, Training Services or Consulting Services or seek to set off against any such sum any amount which it claims Haz-Ed owes to it.
- 7.3 Any amount not paid by the due date will incur interest at a rate of 12% calculated daily and compounded monthly.
- 7.4 The Customer agrees to pay all costs and expenses (including but not limited to legal fees on a full indemnity basis and dishonor fees) incurred by Haz-Ed in connection with the recovery of overdue amounts and enforcing any security provided for in clause 7.

8 TITLE & RISK

- 8.1 Title to any and all Goods supplied by Haz-Ed to the Customer does not pass to the Customer until the Goods are paid for in full.
- 8.2 Risk in any and all Goods supplied by Haz-Ed to the Customer passes to the Customer immediately upon shipping (in the case of delivery by third party carrier), collection (where collected from Haz-Ed by or on behalf of the Customer) or on delivery (where delivered to the customer by Haz-Ed staff).
- 8.3 Where any Goods are supplied and the Customer does not make payment in accordance with these terms, Haz-Ed may attend at the premises or site of the Customer and re-take possession of the Goods and may if necessary sever the Goods from the land or any structure they may have been affixed to without the need to make good providing Haz-Ed acts in good faith and without malice.

9 SECURITY AND CHARGE

- 9.1 As security for any amounts due to Haz-Ed from time to time, the Customer charges all of its legal and equitable interest of whatsoever nature held in any and all real property whether presently owed or after acquired to Haz-Ed.
- 9.2 The Customer agrees to do all things reasonably required by Haz-Ed to perfect its security over any real property.
- 9.3 The Customer consents unconditionally to Haz-Ed lodging a caveat or caveats noting its interest in any real property held by the Customer.

10 COPYRIGHT

- 10.1 The Customer acknowledges that Haz-Ed owns the copyright in any Written Materials which Haz-Ed supplies to the Customer in the course of providing Training Services or Consulting Services.
- 10.2 Haz-Ed hereby specifically reserves its right, title and interest in all Written Materials supplied to the Customer and the Customer is specifically prohibited from distributing any of them to third parties, either for fee (whether in cash or in kind) or for free.

11 WARRANTIES

11.1 No Product Warranty

- (a) Unless the Customer is a "Consumer" within the meaning of the Australian Consumer Law, Haz-Ed makes no warranty or representation to the Customer regarding whether any Goods purchased by the Customer are fit for the purpose to which the Customer proposes to use the Goods for.
- (b) The Customer warrants to Haz-Ed that that the Customer has relied on its own research and investigations to form the Customer's own beliefs on the quality of the Goods and that the Goods are fit for the purpose to which the Customer proposes to use the Goods for.
- (c) If Haz-Ed is deemed to give a warranty by law, the Customer acknowledges that Haz-Ed is not the manufacturer of the Goods and that any warranty Haz-Ed gives is limited to the warranty of the Goods' manufacturer.

11.2 Warranty For Workmanship

- (a) Any warranty for workmanship and materials in respect of SAI Work commences for a period of 12 months from the date the Contract Price is paid in full.
- (b) Haz-Ed will accept warranty claims for defective workmanship provided that the defect arises solely from the workmanship for the installation.
- (c) Haz-Ed shall be entitled to inspect the Site to verify the cause or source of any defect before accepting the warranty claim.
- (d) If, on inspection of the Site, Haz-Ed does not agree that the defect is the product of defective workmanship, the warranty claim will be rejected unless the Customer, at the Customer's own cost, supplies a certificate from an independent engineer to confirm that the defect is solely caused by defective workmanship.
- (e) Haz-Ed shall undertake remedial work within 28 days of accepting the warranty claim.

11.3 Right to Rectify

The Customer covenants that if there is a defect in any SAI Work, it may not claim the cost of rectification of the defect from Haz-Ed unless it has first given Haz-Ed a reasonable opportunity to rectify it.

11.4 Limitation Of Liability

- (a) Haz-Ed's liability for:
 - (i) personal injury howsoever occasioned and arising out of the use of any and all Goods supplied by it; and
 - (ii) consequential loss howsoever occasioned and arising out of the use of any and all Goods supplied by it, are expressly excluded.

12 MISCELLANEOUS

12.1 GST

- (a) The parties acknowledge that the supply made by Haz-Ed to the Customer will be subject to GST which will be added to invoices rendered.
- (b) The Customer must pay to Haz-Ed an additional amount equal to the amount of the consideration multiplied by the applicable GST rate.

12.2 Force Majeure

The obligations of Haz-Ed to perform any Contract will be suspended for the duration of any delay arising from circumstances outside the reasonable control of Haz-Ed, including but not limited to, war, accident, fire, storm, flood, earthquake, labour dispute, plant equipment breakdowns, unavailability of materials.

12.3 Severability

If any provision of these Terms is declared void, or if effective, would render either these Terms or any provision in these Terms, void or unenforceable then that provision shall have no force or effect whatsoever and shall be ineffective and severed from these Terms to the extent necessary to avoid that consequence without affecting the validity and enforceability of this Agreement.

12.4 Entire Agreement

The Contract containing these Terms is the entire Agreement between the Customer and Haz-Ed in respect of its subject matter. No terms or variations to these Terms sought to be imposed upon Haz-Ed by the Customer will bind Haz-Ed unless Haz-Ed specifically agrees in writing.

12.5 Applicable Law

Every Contract shall be governed by and construed in accordance with the laws of the State of Western Australia and the Commonwealth where applicable. All disputes in respect of a Contract shall be determined at first instance exclusively by the Courts of Western Australia.

13 INTERPRETATION AND DEFINITIONS

13.1 The terms defined have the same meanings when used throughout this Agreement.

13.2 Unless the contrary intention appears:

- (a) a reference to this Agreement or any other document includes any variation or replacement of it;
- (b) a reference to a statute, code or other law includes regulations and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a person includes a reference to the person's executors, administrators, successors, transferors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation or warranty on the part of or in favour of two (2) or more persons binds or is for the benefit of them jointly and severally;
- (f) a reference to time shall mean Western Standard Time;

13.3 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

13.4 The following words have the following meanings:

"Australian Consumer Law"	means Schedule 2 of the <i>Competition and Consumer Act 2010 (Cth)</i> ;
"Haz-Ed"	means Haz-Ed Services Pty Ltd [ACN 155 416 952];
"Business Day"	means any day on which trading banks in Western Australia are open for business;
"Consulting Services"	means giving of advice or advice and implementation thereof in the areas of Haz-Ed's expertise.
"Contract"	means a contract formed under clause 1 of these Terms for any of the purposes set out in that clause;
"Contract Price"	means the price payable by the Customer to Haz-Ed under any Contract as varied under the terms of that Contract including any expenses charged under clause 6;
"Customer"	means any Person to whom Haz-Ed provides Goods and/or services;
"Day"	means the period of time commencing at midnight and ending 24 hours later;
"Goods"	means any and all goods sold under a Contract;
"Person"	includes a firm, a body corporate, an unincorporated association and an authority;
"Site"	means the physical address where Haz-Ed is to carry out SAI Work or deliver Training Services;
"SAI Work"	means the supply and installation of safety equipment and/or safety systems;
"Training Services"	means the delivery of safety courses leading to national certification of attendees in the subject matter of the course
"Terms"	means these terms and conditions of regulating the supply of Goods and services by Haz-Ed.
"Written Materials"	means any hard copy or digital materials distributed by Haz-Ed in the course of delivering Training Services