

Terms & Conditions

Standard Terms and Conditions

This document contains the Terms and Conditions under which Premier Soil Testing provide Field Testing, Level One Supervision, Laboratory Testing and Analysis Services.

Contract

The lodgement of an order by a client or receipt of samples by Premier Soil Testing from a Client constitutes a contract between Premier Soil Testing and the Client on the Terms and Conditions contained in this document and the pricelist as varied from time to time.

1. Sampling and Work Order

Clients may order Services by submitting a written purchase order or by placing a telephone order. All telephone orders must be subsequently confirmed the day before the testing requirements by the Client. All such orders shall only be effective upon acceptance by Premier Soil Testing. We recognize that time is of the essence for you and your project. Premier Soil Testing will use reasonable efforts to meet mutually agreed upon turnaround times. All turnaround times will be calculated from the date samples are collected by Premier Soil Testing of delivered to our lab.

2. Billing and Payment

All Services provided by Premier Soil Testing shall be performed in accordance with quote provided for your project or the prices provided by Premier Soil Testing at time of your project. An agreement between Premier Soil Testing and the Client to proceed with testing, in the absence of a Quote, shall be performed and billed in accordance with Premier Soil Testing's standard pricelist, on the date of commencement of your project.

Invoices will be issued bimonthly and the last day of Month, unless agreed previously between the Client and Premier Soil Testing. We except EFT or Credit Card. (Credit card payments will incur a Fee, that will be added to your invoice at the payment stage) Invoices due 30-day from EOM. Statement will be provided on the first day of every month. (Working day of month)

Finance charges may be assessed on late payments of 1.5 % per month on the outstanding balance beyond the 30-day EOM net period. Premier Soil Testing may refuse to perform work, request immediate payment for work performed or withhold delivery of reports. In the event of default in the payment of any amount due, and if such account is submitted to a collection agency, any costs incurred in the recovery of this account including, all legal costs, commission, and any other incidentals will be added on to the amount outstanding.

3. GST

Where required GST (Goods and Services Tax) at the applicable rate will be charged in addition to the quoted prices and will be shown as a separate item on tax invoices.

4. Suspending or Stopping Premier Soil Testing's Services

The Client may direct Premier Soil Testing to suspend a portion or all of the work to be performed. In such case, the Client will remain responsible for all work performed up to the time Premier Soil Testing becomes aware of Client's desire to discontinue the Services.

5. Professional Practice

Premier Soil Testing employees will undertake the Services in accordance with accepted industry practices and standards. Premier Soil Testing seeks to ensure that all services will be performed in a timely and professional manner and that all findings are technically valid. A request by a client to amend or alter a report or omit specific information will only be conceded in circumstances where there is a written request by Client, Valid technical grounds for doing so and in accordance with Premier Soil Testing's NATA accreditation, the new report notes that the previous report has been superseded and the reason for the change is noted in the new report.

Any failure on the part of Premier Soil Testing to perform in accordance with industry standards will be corrected, provided such failure was a direct result of acts or omissions by Premier Soil Testing in respect of factors deemed to be within Premier Soil Testing's Scope of Works

6. Progress Reports

Premier Soil Testing will provide the Client with information concerning the progress of the work Premier Soil Testing is performing for the Client and will notify the Client of any changes, concerns, problems or delays materially affecting performance.

7. Confidentiality

Premier Soil Testing will exercise all reasonable efforts to maintain the Client's confidentiality in regards to business or technical information. Premier Soil Testing will use the information it receives from the client solely for the purpose of providing services to the Client.

The Client shall treat all information and data it receives about Premier Soil Testing as proprietary and confidential. The Client shall maintain in strict confidence all such information, including but not limited to information concerning technology procedures, costings and methods used by Premier Soil Testing, formulas, trade secrets, ideas, computer programs and inventions. The Client shall not disclose, and shall prevent disclosure of confidential information to any third party without written permission being granted by Premier Soil Testing.

8. Indemnity

Clients will indemnify Premier Soil testing, its officers, and suppliers from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable legal fees) incurred by Premier Soil Testing in connection with

- (i) Any claim that the items infringe or misappropriate a copy, patent, trademark secret or any other intellectual property or proprietary right of any third party.
- (ii) Client's breach of warranty, negligence, wilful misconduct, fraud, misrepresentation, or violation of law and
- (iii) Any property damage, personal injury or death which results from the works at your project.

9. Ownership of Data

Data and or information provided to Client's shall remain the property of Premier Soil Testing. Upon full payment to Premier Soil Testing for all Services provided by Premier Soil Testing, data and or information generated by Premier Soil Testing for the Client shall become the Client's property. Premier Soil Testing will retain exclusive ownership of any and all analytical methods, QA/QC.

10. Sample Disposal or Return

Premier Soil Testing will dispose of all remaining soil samples 2 months following receipt of samples. Premier Soil Testing complies with federal, state and local laws when disposing of samples. Should a client desire Premier Soil Testing retain the samples for longer periods the Client must notify Premier Soil Testing in writing. The Client, will pay an additional sample retention charge in effect at the time of the request.

11. Record Retention

Premier Soil Testing will retain records pertaining to the Services provided to the Client for a period of five years following completion of the Services. Should a client desire Premier Soil Testing maintain the records in excess of five years, the Client must notify Premier Soil Testing in writing.

12. Litigation

The Client agrees to pay Premier Soil Testing for all costs incurred, including the monetary value of time spent by Premier Soil Testing officers and employees, in the event Premier Soil Testing is required to respond in any manner to any legal process of any nature whatsoever in which the client is involved but not in respect to any time spent in legal process which may be commenced by the client against Premier Soil Testing in relation to the provision of services by Premier Soil Testing to the client. The Client will pay for all time expended by Premier Soil Testing officers and employees in accordance with its then current hourly rates or as may be published from time to time in the Pricelist.

13. Insurance

Premier Soil Testing shall maintain such insurances as are required by the nature of its business and the Services provided to the Client.

14. Entire Agreement

These Terms and Conditions, together with any duly authorised and executed addendum, embody the entire agreement of the parties. These Terms and Conditions supersede all previous verbal and written communications, representations and agreements between the Client and Premier Soil Testing. No modification or waiver of any provision of these Terms and Conditions shall be binding on either party unless made in writing and executed by the Client and Premier Soil Testing.

15. Governing Law

These Terms and Conditions, and any transactions and agreements to which they apply, shall be governed and construed, both as to interpretation and performance, by the laws of QLD. The Client and Premier Soil Testing agree to submit to the jurisdiction of QLD and the venue for any action arising out of these Terms and Conditions will be in Brisbane, QLD.

16. Force Majeure

Premier Soil Testing shall not be liable for any failure to perform the contract or for any delay or non-delivery due to strikes, fires, explosion, flood, riot, lockouts, injunction, interruption of transportation, accidents, government action, or any other circumstances beyond Premier Soil Testing's control.