



## SERVICES TERMS OF TRADE

Parlan Pty Ltd trading as Environmental and Agricultural Testing Services (**EATS**) (ACN 606 311 399) (**EATS**) agrees to perform the Services and the Client agrees to make the payment of fees. The Client agrees that the following standard terms of trade will apply.

### OPERATIVE PROVISIONS

#### 1 Definitions and interpretation

##### 1.1 Definitions

In this agreement unless the context indicates otherwise, the following words have the following meanings:

**Additional Charge** means an amount not accounted for in the original Order or Quote.

**Background IP** means Intellectual Property of EATS which was in existence prior to the commencement of this agreement or which is subsequently developed by EATS independently of and for purposes unconnected with this agreement.

**Claims** means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise).

**Client** means the person identified on a Quote or Order as the Client and includes the Client's agents and permitted assigns.

**CoC Form** means the Chain of Custody Form detailing the analysis required as part of the Services.

**Confidential Information** includes any information marked as confidential and any information received or developed by EATS during the term of this agreement, which is not publicly available and relates to processes, equipment and techniques used by the Client in the course of the Client's business. This includes all information, data, drawings, Order or Quote, documentation, source or object code, designs, construction, workings, functions, features and performance notes, techniques, concepts not reduced to material form, agreements with third parties, schematics and proposals and intentions, technical data and marketing information such as Client lists, financial information and business plans.

**Consumer Guarantee** means a guarantee applicable to the supply of services which is incorporated into this agreement pursuant to division 1 part 3-2 of the Australian Consumer Law.

**Contract IP** means Intellectual Property created by EATS in the course of performing its obligations under this agreement.

**Deliverable** means the services to be supplied by EATS pursuant to this agreement.

**EATS' Personnel** means any person or persons that EATS designates to perform the Services on EATS' behalf.

**Facilities** means working space, computer equipment, access to the internet and the Client's computer network, telecommunications system and similar. It includes access to such resources but also use of them to the extent required by EATS in order to perform the Services.

**Fees** means the amount set out in the Order or Quote.

**Force Majeure Event** means any occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this agreement and which is beyond the reasonable control of that Party and could not have been

prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.

**GST Law** means the same as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Hazardous Substances** means those defined as such by local, state and federal law.

**Intellectual Property** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, service marks, designs, patents, circuit layouts, plant varieties, business and domain names, database rights, confidential information, know how, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields existing anywhere in the world, whether or not registered or capable of registration, and any goodwill associated with such activity and any applications, renewals and extensions of such rights.

**Losses** means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

**Order** means a purchase order for Services placed by a Client over the phone, in person or in response to a Quote and as varied in writing from time to time by the parties.

**Parties** means EATS and the Client, and **Party** means either one of them.

**Personal Information** has the meaning as defined in any applicable Privacy Law.

**Privacy Law** means any legislation or administrative requirement (as amended from time to time) imposing an obligation in relation to the collection, use, disclosure, storage and transmission of Personal Information which is applicable to a Party in the performance of its obligations under this agreement, including without limitation any codes, principles or guidelines contained in or arising out of such legislation.

**Quote** means a written description of the Services to be provided, an estimate of EATS' fees for the performance of the required work and an estimate of the time frame for the performance of the work.

**Receipt** means a written acknowledgement of the receipt of Sample provided by the Client to EATS.

**Related Body Corporate** has the meaning given in section 50 of the Corporations Act 2001 (Cth) (**Corporations Act**).

**Sample** means a sample collected by the Client and submitted to EATS.

**Services** means the services to be provided by EATS to the Client in accordance with a Quote or Order or Receipt and these terms of trade.

**Termination Date** means the earlier of:

- (a) the date of termination of this agreement by the Client or EATS; and
- (b) the date of expiry of this agreement.

##### 1.2 Interpretations

In this agreement unless the context otherwise requires:

- (a) words importing any gender include every gender;
- (b) words importing the singular number include the plural number and vice versa;
- (c) words importing persons include firms, companies and corporations and vice versa;
- (d) references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this agreement;
- (e) reference in any schedule to this agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

- (f) any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- (g) the headings to the clauses and schedules of this agreement are not to affect the interpretation;
- (h) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- (i) the word "including" (and related forms including "includes") means "including without limitation".

## **2 General**

- (a) These terms of trade apply to all transactions between the Client and EATS relating to the provision of the Services. This includes all Quotes, contracts and variations. These terms of trade take precedence over terms of trade contained in any document of the Client or elsewhere.
- (b) The variation or waiver of a provision of these terms or a party's consent to a departure from a provision by another party is ineffective unless in writing signed by the parties.
- (c) EATS may amend any details in a Quote or Order by notice in writing to the Client. Such amended details supersede any relevant prior detail in dealings between the parties.

## **3 Services**

- (a) EATS will provide the Services to the Client in consideration for the Client paying the Fee to EATS, subject to the provisions of this agreement.
- (b) EATS will use reasonable endeavors to complete the Services including the provision of data, materials or reports by the dates specified in the Order or Quote but accepts no liability for failing to meet these dates for reasons beyond the control of EATS, for example, delays by third parties.
- (c) The Services will be performed by the employees, agents or subcontractors that EATS may choose as most appropriate to carry out the Services as agreed, from time to time.
- (d) The Services to be performed as agreed by the Parties the time estimates for the provision of the particular Services, and the Fees are set out in the Order or Quote.
- (e) EATS may, at its sole discretion, subcontract the Services to another accredited laboratory. Unless the Client has specified, at the time of the Order, a particular location where EATS is to perform the Services, EATS may perform Services at any laboratory of EATS choosing.

## **4 Quotes**

- (a) EATS may provide the Client with a Quote. Any Quote issued by EATS is valid for thirty (30) days from the date of issue.
- (b) Quotes are based upon the cost of Services at the time of preparation of the Quote and assume the timely supply by the Client of necessary instructions to EATS.
- (c) Following provision of a Quote to the Client, EATS is not obliged to commence work until the Quote has been accepted by the Client. This occurs by the Client confirming an Order to EATS.
- (d) EATS reserves the right to amend any Quote before the Order has been completed to take into account any rise or fall in the cost of completing the Order. EATS will notify the Client of any amendment as soon as practicable, at which point the amended Quote will be the estimate or Quote to these terms of trade.

- (e) An indication in a Quote of the time frame for the provision of the Services is an estimate only and is not a fixed time frame. Subject to any obligations in respect of consumer guarantees under the Australian Consumer Law (ACL), this estimate is not binding upon EATS.

## **5 Orders**

- (a) Every Order by the Client for the provision of Services must be submitted in writing (unless otherwise agreed).
- (b) An Order will only be deemed to be placed by the Client if the Order clearly identifies the Services ordered and reference is made to an EATS' Quote (if applicable). Any costs incurred by EATS in reliance on incorrect or inadequate information provided by the Client in an Order may result in the imposition of an Additional Charge.
- (c) Placement of an Order by the Client signifies acceptance by the Client of these terms of trade and the most recent Quote provided by EATS relating to that Order.
- (d) EATS may in its absolute discretion refuse to provide Services where:
  - (i) credit limits cannot be agreed upon or have been exceeded; or
  - (ii) payment for Services previously provided to the Client or any related corporation of the Client or to any other party who is, in the reasonable opinion of EATS, associated with the Client under the same or another supply contract, has not been received by EATS.
- (e) An Order cannot be cancelled without the prior written consent of EATS. Where an Order is cancelled, the Client indemnifies EATS against any Losses incurred by EATS as a result of the cancellation. This includes, but is not limited to, loss of profit from other orders foregone as a result of the scheduling of the Order which is subsequently cancelled.

### **5.1 Samples**

- (a) Clients must provide, together with the submission of their samples, written information regarding the analysis request, or through a completed and signed CoC form.
- (b) All instructions must include fulsome and accurate instructions including the type of analysis required and a complete and thorough written disclosure of the known or suspected presence of any Hazardous Substances.
- (c) Clients are liable and will pay all costs and damages whatsoever resulting from any action or negligence on the part of the Client which interrupts EATS's ability to process work, contaminates EATS' or a sub-contracted laboratory (if sample analysis is outsourced), its instruments or work areas or necessitates any clean-up or recovery on the part of EATS.
- (d) EATS reserves the right to refuse or reject samples that it deems, in its absolute discretion to:
  - (i) be of unsuitable volume;
  - (ii) pose a health, safety, environmental or other risk;
  - (iii) be a sample that will fail to meet holding times either due to the passage of more than 24 hours from the time of sampling or the passage of half the holding time for the requested test, whichever is less;
  - (iv) be unsuitable for the provision of the Services for any reason.

## 5.2 Shipment of Samples

- (a) EATS will ensure that any substances and/or containers shipped to a Client for purposes of facilitating the Client's collection of a Sample are shipped in compliance with all applicable local, state, federal or national laws, regulations and ordinances of any kind.
- (b) The Client bears sole responsibility for ensuring its compliance with all laws, regulations or ordinances applicable to the shipment of Samples back to EATS, and accepts liability for non-compliance and any injury, harm, or damage arising out of the collection, handling, storage and shipment of the Sample.

## 5.3 Re sampling

EATS confirms that it will accept liability, up to an amount of \$2,000.00, for re-sampling that is required as a direct result of the actions of EATS, but will not accept liability for re-sampling required as a result of the action of a third party.

## 6 Fees

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### 6.1 Payment of Fees

- (a) In consideration of the provision of the Services in accordance with this agreement, the Client will pay EATS the Fees.
- (b) The Client acknowledges that the Fees are exclusive of any GST that may be charged by EATS to the Client, and therefore, EATS will be entitled to add on GST.

### 6.2 Invoicing

- (a) EATS will provide the Client with a tax invoice in accordance with the GST Law in relation to fees payable under this clause 6.
- (b) Payment will be made by the Client to EATS before the due date specified on EATS invoice.
- (c) When making a payment, the Client must quote relevant reference numbers and the invoice number.

### 6.3 Deposit

Goods or services that are estimated to cost more than \$1,000.00 (ex-GST), will require a 50% deposit before the commencement of work or acceptance of the Sample, unless the Client has a pre-approved credit facility.

### 6.4 Variation of Fees

EATS is entitled to vary the rates during the term of this agreement with written notice to the Client prior to the change being implemented.

### 6.5 Costs and disbursements

EATS is permitted to charge for all costs and expenses incurred in performing the Services, including travelling, photocopying, courier services, postage, flights, car hire, petrol, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses.

### 6.6 Failure to pay

If the Client does not make a payment by the date stated in an invoice or as otherwise provided for in the agreement, EATS is entitled to do any or all of the following:

- (a) charge interest on the outstanding amount at the rate of 5% per month on the outstanding amount;
- (b) require the Client to pay, in advance, for any Services (or any part of the Services) which have not yet been performed; and
- (c) not perform any further Services (or any part of the Services).

### 6.7 Disputed invoices

If the Client disputes the whole or any portion of the amount claimed in an invoice submitted by EATS, the Client must:

- (a) pay the portion of the amount stated in the invoice which is not in dispute in accordance with the terms of payment set out in this agreement; and
- (b) notify EATS in writing (within five days of receipt of the invoice) of the reasons for disputing the remainder of the invoice.

## 7 EATS' Personnel

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- (a) If the Client:
  - (i) makes a notice in writing to EATS; and
  - (ii) has reasonable grounds which have been disclosed and discussed with EATS, the Client may require EATS to cease to permit a particular person or persons employed by EATS or acting as agents of EATS to carry out the Services.
- (b) If the Client makes the requirement referred to in clause 7(a), EATS must, as soon as it is practicable:
  - (i) cease to provide the Service of the particular person or persons in respect of the Client 's business; and
  - (ii) provide the Services of an alternative person or persons as may be reasonably acceptable to the Client.

## 8 Client 's obligations

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- (a) The Client will ensure that it discloses any Hazardous Substances or suspected Hazardous Substances at the time of Ordering the Services.
- (b) During the preparation of the Order or Quote and performance of the Services the Client will:
  - (i) cooperate with EATS as EATS reasonably requires;
  - (ii) provide the information and documentation that EATS reasonably requires;
  - (iii) make available to EATS such Facilities as EATS reasonably requires; and
  - (iv) ensure that the Client's staff and agents cooperate with and assist the Client.
- (c) The Client will not charge for EATS' use of the Facilities made available by the Client.
- (d) If the Client does not provide the Facilities that EATS reasonably requires (and within the time period) to perform the Services, then any additional costs and expenses which are reasonably incurred by EATS will be paid by the Client.

## 9 Use of subcontractors

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- (a) EATS is permitted to use other persons to provide some or all of the Services.
- (b) EATS is responsible for the work of any of EATS' subcontractors.
- (c) Subject to clause 9(d), any work undertaken by any of EATS' subcontractors will be undertaken to the same standard as stated in this agreement and the Order or Quote.
- (d) To the extent that the terms of any subcontract stipulate a higher standard for any of the Services than the standards set out in this agreement (including as to timing or quality), any Services provided by the relevant subcontractor will be governed by the terms and conditions of that subcontractor's subcontract.
- (e) In the event that EATS is acting as a subcontractor of the Client, the Client acknowledges that it is responsible for payment of EATS invoices regardless of whether the Client has been - reimbursement by the head contractor of the client.

## **10 Disclosure and ownership of Intellectual Property**

- (a) The Parties agree that, other than as expressly provided in this clause, nothing in this agreement transfers or grants to any party any right, title or interest in or to any Intellectual Property in any Background IP. EATS grants to the Client a worldwide, royalty free, perpetual, irrevocable, transferable, non-exclusive licence to use the Background IP to the extent necessary for the Client to derive full benefit from its acquisition of the Deliverables.
- (b) The Client acknowledges that ownership of the Contact IP remains vested in EATS. EATS grants to the Client an exclusive, perpetual, fully paid-up, irrevocable, worldwide licence to use the Contract IP for the sole purpose of enabling the Client to derive full benefit from its acquisition of the Deliverables.
- (c) EATS agrees to indemnify the Client fully against all liabilities, costs and expenses which the Client may incur if the Contract IP or Background IP infringes the rights of a third party, save that EATS will have no indemnity obligation if any infringement, suspected infringement or alleged infringement of the Contract IP or Background IP arises from:
  - (i) use of the Deliverables in combination by any means and in any form with other goods not specifically approved by EATS;
  - (ii) use of the Deliverables in a manner or for a purpose not reasonably contemplated or not authorised by EATS;
  - (iii) modification or alteration of the Deliverables without prior consent in writing of EATS; or
  - (iv) any transaction entered into by EATS relating to the Deliverables without EATS' prior consent in writing.
- (d) The obligations accepted by the Parties under this clause 9(e) survive termination or expiry of this agreement.

## **11 Confidentiality**

- (a) A Party which receives Confidential Information (**Recipient**) from the other Party (**Discloser**) must keep the Discloser's Confidential Information confidential and not deal with it in any way that might prejudice its confidentiality.
- (b) The Recipient's obligations in relation to the Confidential Information will continue for as long as the Confidential Information is maintained on a confidential basis by the Discloser.
- (c) At the Termination Date, or when earlier directed by the Discloser:
  - (i) all Confidential Information must be returned to the Discloser, including all copies of the Confidential Information or any extracts or summaries of the Confidential Information that the Recipient makes and any software that the Recipient creates based on the Confidential Information; and
  - (ii) the Recipient must erase and destroy any copies of any software containing or comprising the Confidential Information in the Recipient's possession or under the Recipient's control or that may have been loaded onto a computer possessed or controlled by the Recipient.
- (d) The Confidential Information does not include information which:
  - (i) is generally available in the public domain otherwise than as a result of a breach of clause 11(a) by EATS; or
  - (ii) was known by the Recipient prior to the Discloser disclosing the information to EATS.
- (e) The Recipient agrees that the Discloser may require any of the Recipient's personnel to sign a confidentiality agreement in a form

that the Discloser approves, as a condition of the Discloser's acceptance of any of the Recipient's personnel.

- (f) The Recipient agrees to indemnify the Discloser fully against all liabilities, costs and expenses which the Discloser may incur as a result of any breach of this clause 11 by the Recipient.
- (g) The Recipient acknowledges that damages may be an inadequate remedy for breach of this clause 11 and that the Discloser may obtain injunctive relief against the Recipient for any breach of this clause 11.
- (h) The obligations accepted by the Recipient under this clause 11 survive termination or expiry of this agreement.

## **12 Privacy**

- (a) The Client is responsible for obtaining all relevant consents from, and providing all relevant notices to, individuals whose Personal Information is provided by the Client to EATS in connection with this agreement so as to ensure that EATS' dealings with that information pursuant to this agreement comply with EATS' obligations under any Privacy Laws.
- (b) The Client must indemnify EATS against, and must pay EATS on demand the amount of, all Losses, liabilities, costs and expenses arising out of its failure to comply with clause 12(a).
- (c) The Client must:
  - (i) immediately notify EATS if it becomes aware of any unauthorised access to, or unauthorised disclosure of, Personal Information under its control by virtue of this agreement, and provide advice as to whether it considers that such security breach may result in serious harm to any individual to whom the information relates;
  - (ii) comply with any directive from EATS as to which Party will discharge any statutory reporting obligation arising from the incident;
  - (iii) conduct or assist EATS in conducting a reasonable and expeditious assessment of the breach or suspected breach; and
  - (iv) ensure compliance with all mandatory data breach reporting obligations arising out of the breach or suspected breach.

## **13 Warranties, liability and indemnities**

### **13.1 Warranty EATS**

EATS warrants that it will use reasonable care and skill in performing the Services to the standard generally accepted within the industry in which EATS operates for the type of Services provided by EATS.

### **13.2 Warranty by the Client**

The Client warrants that all relevant disclosures have been made to EATS about the presence of hazardous substances and agree that it will be liable and will pay all costs and damages resulting from a Client's failure to disclose to EATS that a sample contained or was suspected to contain a Hazardous Substance. Clients are liable and will pay all costs and damages resulting from their failure to comply with any local, state or federal law regarding the Sample.

### **13.3 Insurances**

EATS must take out the following insurance:

- (a) worker's compensation insurance as prescribed by law for EATS' Personnel; and
- (b) public liability insurance for a minimum of an amount to be agreed for each occurrence.

#### **13.4 Employees and subcontractors**

- (a) EATS covenants that EATS is solely responsible for the payment to EATS' employees and agents of all amounts due by way of salary, superannuation, annual leave, long service leave and any other benefits to which they are entitled as EATS' employees or agents.
- (b) EATS must otherwise comply with legislation applicable to EATS' employees and agents.

#### **13.5 Compliance with all laws**

Throughout this agreement EATS must comply at EATS' own cost and expense with all acts, ordinances, rules, regulations, other delegated legislation, codes and the requirements of any Commonwealth, state and local government departments, bodies, and public authorities or other authority. This requirement applies to EATS or to the Services. EATS must indemnify the Client from and against all actions, costs, charges, claims and demands in respect of such action, cost, charge, claim and demand.

#### **13.6 No warranties in relation to completion**

EATS provides no warranty that any result or objective can or will be achieved or attained at all or by the date specified (if any) or any other date, whether on the Order or Quote or elsewhere.

#### **13.7 Limitation on liability**

- (a) Except in the case of death or personal injury caused by EATS' negligence, the liability of EATS under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise must not exceed the Fees paid by the Client to EATS under this agreement. The provisions of this clause will not apply to clause 13.7.
- (b) Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this clause do not apply to clause 13.5. For the purposes of this sub-clause, "consequential loss or damage" means any Loss that does not arise naturally and according to the usual course of things as a result of a breach of this agreement or other event giving rise to such Loss, whether or not such Loss may reasonably be supposed to have been in the contemplation of the Parties at the time they made this agreement.
- (c) Where goods or Services are valued up to \$100,000: EATS' liability for failure to comply with a Consumer Guarantee is limited to the supply of the Services again or the payment of the cost to the Client of having the Services supplied again.

#### **13.8 No reliance**

Each of the Parties acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

#### **13.9 Survival of obligations**

The obligations accepted by EATS and the Client under this clause 13 survive termination or expiry of this agreement.

## **14 Termination**

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- (a) Either Party may terminate this agreement by notice in writing to the other if the Party notified:
  - (i) fails to observe any term of this agreement; and
  - (ii) fails to rectify this breach, to the satisfaction of the notifying Party, following the expiration of fourteen days' notice of the breach being given in writing by the notifying Party to the other Party.
- (b) Either Party may terminate this agreement immediately upon the happening of any of the following events:
  - (i) if the other Party commits a material breach of the agreement which is incapable of rectification;
  - (ii) if the Client enters into a deed of arrangement or an order is made for it to be wound up;
  - (iii) if an administrator, receiver or receiver/manager or a liquidator is appointed to the Client pursuant to the Corporations Act; or
  - (iv) if the Client would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act.
- (c) Upon termination of this agreement any fees, expenses or reimbursements payable by the Client to EATS in respect of any period prior to the Termination Date must be paid by the Client within seven days after the Termination Date.

## **15 General**

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### **15.1 Force Majeure**

- (a) Neither Party has any liability under or may be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from a Force Majeure Event.
- (b) The Party affected by these circumstances must promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- (c) If such circumstances continue for a continuous period of more than six months, either Party may terminate this agreement by written notice to the other Party.

### **15.2 Amendment**

This agreement may only be amended in writing signed by duly authorised representatives of the Parties.

### **15.3 Assignment**

- (a) Subject to clause 15.3(b), neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written agreement of the other Party.
- (b) A Party may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this agreement.

### **15.4 Entire agreement**

- (a) This agreement contains the whole agreement between the Parties in respect of the subject matter of the agreement.
- (b) The Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

### **15.5 Waiver**

- (a) No failure or delay by EATS in exercising any right, power or privilege under this agreement will impair the same or operate as

a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

- (b) The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

**15.6 Further assurance**

Each Party to this agreement must at the request and expense of the other do all things reasonably necessary to carry out the provisions of this agreement or to make it easier to enforce.

**15.7 Severance**

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this agreement.

**15.8 Notices**

A notice or other communication connected with this agreement has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by pre-paid post to the address of the addressee as set out in this agreement, or sent by email to the email address of the addressee.

**15.9 Work, health and safety**

EATS must comply with all relevant work, health, safety and welfare standards and regulations determined by the Client or as prescribed by legislation.

**15.10 Law and jurisdiction**

This agreement takes effect, is governed by, and will be construed in accordance with the laws from time to time in force in Western Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

Prepared for and on behalf of Parlan Pty Ltd by:

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