



QUOTATION OF ANALYSIS		BN/040/18 V4	
Company Name:	WESTREX PTY LTD		
Contact:	JOHN PESAVENTO	Date:	24-Oct-2023
Email Address:	john.pesavento@westrex.com.au	Quote Validity:	30-Jun-2024
Phone Number:	+61 07 4627 6144	From:	Jarret Venderley
Client Code (Office Use Only):	WESSER		jarret.venderley@alsglobal.com

## Project Scope / Service Details

<b>Client Reference/Project:</b>	Drill Mud Testing Program		
<b>Sample No/Type/Batch size:</b>			
<b>Commencement Date/Duration:</b>			
<b>Quoted Turnaround (working days):</b>			
<b>Surcharges for fast TAT if needed:</b>	One day: Rates +50%	Two day: Rates +30%	Three day: Rates +15%
<b>Short Holding Time Tests:</b>	EA005-P pH by Auto Titrator (0.25 days)		

To enhance your experience with ALS, use our **FREE** sampling app - ALS Compass. Your quotations are available via the app, allowing you to prepare your COC selecting the correct analysis. Please contact ALS Client Services if you are interested in using ALS Compass for this project. Find out more information [here](#).



Features and benefits include:

- **Sampling** can be planned at any time directly in ALS Compass.
- **ALS sample containers** can be ordered from the app for each sampling event.
- **Built-in checks** and balances ensure field samples are collected in the correct ALS sample containers.
- **ALS sample containers** include **unique barcode identity** reducing the need to write on bottles.
- **Automatic** creation of COC document eliminating the need for paper and pen.
- **Project Managers** can validate the COC before submitting to ALS.
- **GPS locator** with the option for photos and sample meta data adds to a more complete story around capturing the sampling event.

**ALS Compass has been demonstrated to save our valued clients time and improve quality during the collection of a sampling event. Try it today!**



## Tailored Analytical Services & Charges: Table 1: Soil Samples

Parameter	ALS Code	Technique/ Method Reference	Limit Of Reporting (LOR)	No.	Price per Sample (\$)	Total (\$)
pH (1:5)	EA002	Rayment and Lyons 4A1 (mod) and APHA 4500- H+ B	0.1 pH Unit	1	5.50	5.50
Total Soluble Salts	EA014	Calculation	5 mg/kg	1	12.10	12.10
Moisture Content	EA055-103	In house	0.1 %	1	0.00	0.00
Calcium Chloride Extractable Boron	ED091 **	Rayment & Lyons method 12C2	0.2 mg/kg	1	23.10	23.10
Total Metals by ICP-AES	EG005T (solids)	USEPA 6010	2 - 50 mg/kg	1	19.80	19.80
Total Metals by ICPMS	EG020T	USEPA 6020	0.1 mg/kg	1	13.20	13.20
Total Hexavalent Chromium (Alkaline digestion) by Discrete Analyser	EG048G	USEPA 3060	0.5 mg/kg	1	33.00	33.00
Trivalent Chromium by Discrete Analyser (Alkaline digestion)	EG049G-Alk	Calculation (APHA 3500 Cr A&B / USEPA 3060)	2 mg/kg	1	32.00	32.00
1:5 Leach	EN34	In house	0.1 g	1	3.85	3.85
SIM - Phenols only	EP075 SIM Phenols only	USEPA 8270	0.5 - 2 mg/kg	1	49.50	49.50
Major Cations (Ca, Mg, Na, K)	NT-1S	USEPA 6010, In house	10 mg/kg, 1 %	1	16.50	16.50
8 metals/TRH (Silica Gel Clean Up)/BTEXN/PAH	S-26 SG	USEPA 8270, USEPA 6010, USEPA 8260, USEPA 8015, APHA 3112 Hg - B, In house	0.1 - 100 mg/kg, 1 %	1	110.00	110.00
<b>Total cost per sample (Excluding GST)</b>					<b>318.55</b>	-
<b>Total cost for this table based on sample numbers provided (Excluding GST)</b>						<b>318.55</b>

\*\* Item includes non-accredited tests

## Non-accredited tests for: Table 1: Soil Samples

ALS Code	Method Code	Method Reference
ED091	ED091	In house: Referenced to Rayment & Lyons method 12C2. Soil is extracted with hot 0.01M CaCl <sub>2</sub> solution at a 1:2 ratio. Extracts can be run on ICP.

## Sample Containers for: Table 1: Soil Samples

No.	Label Colour	Container Type (Preservation noted if required)	Test Parameter(s)
	Orange	1 x 150mL Soil Glass Jar - Unpreserved	1:5 Leach, 8 metals/TRH (Silica Gel Clean Up)/BTEXN/PAH, Calcium Chloride Extractable Boron, Major Cations (Ca, Mg, Na, K), Moisture Content, pH (1:5), SIM - Phenols only, Total Hexavalent Chromium (Alkaline digestion) by Discrete Analyser, Total Metals by ICP-AES, Total Metals by ICPMS, Total Soluble Salts, Trivalent Chromium by Discrete Analyser (Alkaline digestion)

Additional bottles are required on water samples for semi-volatile organics and PFAS analysis for laboratory QA/QC purposes. For further information, click [here](#)



## Tailored Analytical Services & Charges: Table 2: Liquid Samples

Parameter	ALS Code	Technique/ Method Reference	Limit Of Reporting (LOR)	No.	Price per Sample (\$)	Total (\$)
pH (Auto Titrator)	EA005P	APHA 4500-H+ B	0.01 pH Unit	1	5.50	5.50
Total Dissolved Solids - Standard Level	EA015H	APHA 2540C	10 mg/L	1	11.00	11.00
Total Metals by ICP/MS (including digestion)	EG020T	USEPA 6020	0.001 - 0.05 mg/L	1	30.80	30.80
Trivalent Chromium - Total	EG049G-T	APHA 3500-Cr B / USEPA 6020	0.01 mg/L	1	15.00	15.00
Total Hexavalent Chromium	EG050G-T	APHA 3500-Cr B	0.01 mg/L	1	11.00	11.00
SIM - Phenols only	EP075 SIM Phenols only	USEPA 8270	1 - 2 µg/L	1	51.70	51.70
Major Cations (Ca, Mg, Na, K)	NT-01	USEPA 6010	1 mg/L	1	13.20	13.20
TRH/BTEXN/PAH/Total 8 Metals inc Silica Gel Clean Up	W-26T SG	USEPA 8015, USEPA 8270, USEPA 6020, USEPA 8260, APHA 3112- Hg B	0.5 - 100 µg/L, 0.0001 - 0.005 mg/L	1	126.00	126.00
<b>Total cost per sample (Excluding GST)</b>					<b>264.2</b>	-
<b>Total cost for this table based on sample numbers provided (Excluding GST)</b>						<b>264.20</b>

## Sample Containers for: Table 2: Liquid Samples

No.	Label Colour	Container Type (Preservation noted if required)	Test Parameter(s)
	Green	1 x 250mL Clear Plastic Bottle - Natural	pH (Auto Titrator), Total Dissolved Solids - Standard Level
	Blue	1 x 60mL Clear Plastic Bottle - NaOH	Total Hexavalent Chromium, Trivalent Chromium - Total
	Orange	1 x 100mL Amber Glass Bottle - Unpreserved	SIM - Phenols only, TRH/BTEXN/PAH/Total 8 Metals inc Silica Gel Clean Up
	Red	1 x 60mL Clear Plastic Bottle - Nitric Acid; Filtered	Major Cations (Ca, Mg, Na, K)
	Red	1 x 60mL Clear Plastic Bottle - Nitric Acid; Unfiltered	Total Metals by ICP/MS (including digestion), TRH/BTEXN/PAH/Total 8 Metals inc Silica Gel Clean Up
	Purple	2 x 40mL Amber VOC Vial - Sulfuric Acid	TRH/BTEXN/PAH/Total 8 Metals inc Silica Gel Clean Up

Additional bottles are required on water samples for semi-volatile organics and PFAS analysis for laboratory QA/QC purposes. For further information, click [here](#)

## Administration Charges

An administration fee of \$45.00 (excl. GST) is charged per analytical report produced (ie. per ALS work order). Additional administrative charges may apply for subsequent report generation.

## ALS Sample Containers - Ordering

One (1) business days' notice (two (2) business days' notice for sets) from order receipt to dispatch for sample container orders are required to give ALS sufficient time to properly pack your order. For regional deliveries, please allow an additional 3 - 5 business days for delivery.

Cost recovery charges (\$50 minimum or \$80/hour + GST and/or freight charges) may apply for urgent orders and / or deliveries when insufficient notice is received, where orders are packed but not required anymore, or not picked up within two (2) business days of the requested date.

Sample containers that are not returned for analysis may be charged at \$2.00 per sample container.

Sample containers returned to ALS unused may be charged at \$2.00 per sample container as these cannot be reused and must be sent to recycling / landfill.

International orders will attract a \$200 + GST Dangerous Goods (DG) certified packing fee + freight charges and will be sent with ALS' preferred provider unless instructed otherwise.

## ALS Customer Service

- This quotation has been developed based upon the information provided, please ensure that we have interpreted your project scope correctly.
- The prices provided in this proposal apply for primary laboratory sample testing only (as opposed to secondary/QC testing).
- ALS provides Laboratory Control Samples (LCS), Method Blanks (MB), Matrix Spikes (MS), Laboratory Duplicates (Dups) and Surrogates (where applicable), at frequencies at or above the NEPM guidelines - revised 2013. Should you require further details please contact ALS customer services.
- ALS is NATA accredited for all tests listed in this proposal unless advised otherwise.
- For further information on short holding times please see: [ALS Environmental - Pocket Guide](#)
- ALS QA/QC is reliant upon appropriate replicate samples bottles/volumes especially for waters, air filters and sorbents. High contamination may negate ALS reporting of matrix spike recovery data.
- Please advise via COC where additional sample has been provided for QA/QC purposes e.g. by noting "Lab QC" (for both Dup and MS) or "Lab Dup" or "Lab MS".
- QA/QC, holding times, QC frequency and preservation compliance are summarised in ALS DQO reports to assist in quality review.
- Electronics results including COA, QC and DQO reports plus tailored EDDs formats such as ESDAT, EQulS and many others. [EDDs - EQUIS and ESDAT info & support](#)



right solutions.  
right partner.

## Logistics Management

ALS operates throughout Australia and is able to assist with logistics for supply of containers, submission of samples and subsequent freight to the laboratory from the following locations.

*Please note there is a fee per esky for samples submitted to the following locations to allow freight to the analysing laboratory:*

- Adelaide & Regional Victoria - \$20
- Tasmania - \$30
- Mudgee - \$25
- Chinchilla & Roma - \$50
- Darwin - \$80
- Emerald - \$120
- Other sites - no charge



**WARNING!**

Please limit to 15 kg  
to avoid back injury.

### Adelaide

Suite D, 32 West Thebarton Road  
Thebarton SA 5031  
T: 61-8-8162 5130  
E: [ALSEnviro.Adelaide@alsglobal.com](mailto:ALSEnviro.Adelaide@alsglobal.com)

### Brisbane

2 Byth Street (Cnr Byth & Shand Street)  
Stafford Qld 4053  
T: 61-7-3243 7222  
E: [ALSEnviro.Brisbane@alsglobal.com](mailto:ALSEnviro.Brisbane@alsglobal.com)

### Chinchilla

20b Malduf Street  
Chinchilla Qld 4413  
T: 61-7-4665 5770  
E: [ALSEnviro.Chinchilla@alsglobal.com](mailto:ALSEnviro.Chinchilla@alsglobal.com)

### Darwin

4/16 Charlton Court  
Woolner NT 0820  
T: 61-8-8942 2608  
E: [ALSEnviro.Darwin@alsglobal.com](mailto:ALSEnviro.Darwin@alsglobal.com)

### Gladstone

48 Callemondah Drive  
Clinton Qld 4680  
T: 61-7-4978 7944  
E: [ALSEnviro.Gladstone@alsglobal.com](mailto:ALSEnviro.Gladstone@alsglobal.com)

### Mackay

Unit 2/20 Caterpillar Drive,  
Paget Qld 4740  
T: 61-7-4952 5795  
E: [ALSEnviro.Mackay@alsglobal.com](mailto:ALSEnviro.Mackay@alsglobal.com)

### Melbourne

2-4 Westall Road,  
Springvale Vic 3171  
T: 61-3-8549 9600  
E: [ALSEnviro.Melbourne@alsglobal.com](mailto:ALSEnviro.Melbourne@alsglobal.com)

### Mudgee

Unit 1, 29 Sydney Road  
Mudgee NSW 2850  
T: 61-2-6372 6735  
E: [ALSEnviro.Mudgee@alsglobal.com](mailto:ALSEnviro.Mudgee@alsglobal.com)

### Newcastle

5/585 Maitland Road  
Mayfield West NSW 2304  
T: 61-2-4014 2500  
E: [ALSEnviro.Newcastle@alsglobal.com](mailto:ALSEnviro.Newcastle@alsglobal.com)

### Nowra

4/13 Geary Place  
North Nowra NSW 2541  
T: 61-2-4423 2063  
E: [ALSEnviro.Nowra@alsglobal.com](mailto:ALSEnviro.Nowra@alsglobal.com)

### Perth

26 Rigali Way (Enter via Advantage Way)  
Wangara WA 6065  
T: 61-8-9406 1301  
E: [ALSEnviro.Perth@alsglobal.com](mailto:ALSEnviro.Perth@alsglobal.com)

### Roma

Lot 4, 73 Beaumont Drive  
Roma Qld 4455  
T: 61-7-4622 8978  
E: [ALSEnviro.Roma@alsglobal.com](mailto:ALSEnviro.Roma@alsglobal.com)

### Sydney (Smithfield)

277-289 Woodpark Road  
Smithfield NSW 2164  
T: 61-2-8784 8555  
E: [ALSEnviro.Sydney@alsglobal.com](mailto:ALSEnviro.Sydney@alsglobal.com)

### Sydney (Crows Nest)

Shop 2, 36 Hume Street  
Crows Nest NSW 2065  
T: 61-2-9437 9978  
E: [ALSEnviro.Sydney@alsglobal.com](mailto:ALSEnviro.Sydney@alsglobal.com)

### Townsville

13 Carlton Street  
Kirwan Qld 4817  
T: 61-7-4773 0000  
E: [ALSEnviro.Townsville@alsglobal.com](mailto:ALSEnviro.Townsville@alsglobal.com)

### Wollongong

Unit 1, 19 Ralph Black Drive  
North Wollongong NSW 2500  
T: 61-2-4225 3125  
E: [ALSEnviro.Wollongong@alsglobal.com](mailto:ALSEnviro.Wollongong@alsglobal.com)



## General Notes, Communication, Reporting and Charges

1. Unless agreed otherwise, where fast TAT is requested on samples and agreed to by ALS, surcharges will apply on top of standard rates quoted with results reported by 6pm on the due date.
2. Batches received at the laboratory after 5pm are deemed received the following day for the assigning of reporting deadlines unless agreed otherwise in advance. Standard results will be reported by 6pm on the date due unless advised otherwise. Signing of COCs acknowledges receipt of the batch, not checking of all samples. The SRN will confirm accurate receipt.
3. The limits of reporting (LOR's) quoted are for samples with minimal matrix interference, no dilutions a moisture of <50%.
4. Samples should be submitted with at least half the extraction/analytical holding time remaining to minimize breaches. ALS will endeavour to meet these, however accepts no responsibility for missed holding times in any such cases.
5. Suite prices apply to full suites with defined LORs. Normal rates apply if partial suites are requested.
6. Where costs are to be charged to a third party, this third party must have a valid account and have provided written authorisation for samples to be submitted to ALS through other (clearly defined) parties. Any COCs must clearly state the third party to be invoiced and provide relevant order/reference details to avoid potential re-invoicing fees of \$50 per invoice.
7. For metals in waters, field filtration is important and status must be indicated on bottles (via tick) indicating total or dissolved testing. In the absence of a 'tick' or COC advice, total metals will default with appropriate LORs and charges.
8. Soils plus filter papers not consumed during analysis are retained for two months  $\pm$  one week and waters for three weeks from receipt. Samples are disposed of at this time unless requested otherwise except potentially some hazardous waste.
9. ALS will adopt the standard eight (W2 or S-2) metals (As, Cd, Cr, Cu, Ni, Pb, Zn, Hg), in the event that the terminology "metals" is listed on the COC with no elements specified.
10. Moisture is determined 'gratis' on solids to enable dry weight basis reporting where samples are submitted for additional analysis (e.g. metals, PAH). Moisture is charged at \$5.00 per sample in other cases.
11. The client must consider the measurement uncertainty and the decision rule to meet a certain regulatory compliance to form their decision. A copy of the decision rule is available on the ALS website via [Enviromail 53 - Measurement Uncertainty](#).

## Terms and Conditions

### GENERAL

- a) ALS will provide the Services described in the accompanying tender, quotation, or email to the Client, which together with these terms and conditions will hereafter be called the 'Agreement'.
- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

### PROVISION OF SERVICES

- a) ALS will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) 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 ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) The client must inform ALS prior to submitting samples should they require samples to be reported with Measurement of Uncertainty to meet with a certain regulatory compliance. ALS will not hold any obligation if this information is not communicated or disclosed to ALS prior to submission of samples.
- e) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- f) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

### FEES AND PAYMENT

- a) For Clients with an approved credit account, payment terms are 30 days from the date of invoice. For all other Clients, payment is due on receipt of samples by ALS, unless negotiated otherwise. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) All prices quoted by ALS are exclusive of GST unless stated otherwise. The Client must pay the amount of GST specified in an invoice issued pursuant to *A New Tax System (Goods and Services Tax) Act 1999*.
- c) ALS reserves the right to adjust the price for the Services provided, with effect from each anniversary of the Agreement subject to indexation indicated by the percentage increase or decrease in the Consumer Price Index during the previous year. ALS shall give the Client not less than 30 days prior notice in writing of the pricing changes.

### LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (**Terms**), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited at ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any



costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.

- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
  - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
  - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
  - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

#### CLIENTS OBLIGATIONS

- a) The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by ALS to perform the Services, are available when reasonably required by ALS.
- b) The Client will give written notice to ALS 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 ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS 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.
- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

#### INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

- a) All ALS IP will remain the property of ALS. ALS grants to the Client a world-wide, non-exclusive, royalty free license to use ALS IP for the purpose agreed to between the Client and ALS to the extent that it is needed for the enjoyment and benefit of the Services.
- b) Neither ALS 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 or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
  - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - ii) contains ALS's 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 ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

#### TERMINATION

- a) ALS may suspend or terminate its obligations under this Agreement if (a) monies payable to ALS by the client are outstanding 60 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 60 days written notice of ALS's intention to terminate.
- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
- c) If ALS, 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, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

#### MISCELLANEOUS

- a) Any provision of this Agreement that is illegal, invalid or unenforceable will be severed to the extent that it is illegal, invalid or unenforceable, with the remainder of the Agreement continuing in full force.





- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.
- c) ALS will retain Client hard copy data for three (3) years only from the date of the final ALS Report.

**DEFINITIONS**

- a) **ALS** means Australian Laboratory Services Pty Ltd ACN 009 936 029, and each of its related bodies corporate (as defined in the Corporations Act 2001 (Cth)).
- b) **ALS IP** means all intellectual property and proprietary rights (whether registered or unregistered) owned by ALS prior to performance of the Services, developed by ALS in performance of the Services, or developed by ALS outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.
- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
- d) **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, customer lists, except to the extent that such information is lawfully in the public domain.
- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.
- f) **Consequential Loss** means loss or damage from a breach of contract, tort (including negligence), under statute or any other basis in law or equity including, but without limitation loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, future reputation or publicity, damage to credit rating, loss of use, and indirect, remote, abnormal or unforeseeable loss, or any similar loss whether or not in the reasonable contemplation of the parties at the time of this Agreement.