

Standard Terms and Conditions

GroundTruth Pty Limited

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1. Terms of Business

In these Terms of Business:

- (i) "Company" means GroundTruth Pty Ltd ABN 70 100 195 864 and any of its employees, representatives, contractors or agents.
- (ii) "Customer" means the person who is purchasing the Works under these Terms of Business.
- (iii) "Excluded Loss" means any loss of profits, revenues, anticipated savings, reputation, goodwill, opportunities, management time, business or any other loss not arising naturally from the breach.
- (iv) "Landholder" means the person that owns or leases or occupies the Property on which the Works are undertaken and is responsible for the property.
- (v) "Property" means a parcel of land containing buildings, services, gardens and other infrastructure or improvements
- (vi) "Underground Services" means any underground pipes, cable, sewer, drainage, and telephone (and leaks) located and marked by the Company and or its subcontractors.
- (vii) "Works" means the work, goods and or services delivered and performed by the Company for the Customer.

- 1.1. The Works undertaken by the Company are undertaken on these Terms of Business.
- 1.2. To the extent that these Terms of Business (which shall only be waived by written agreement with the Company) are inconsistent with any of the Customer's Terms of Business for purchasing the Works (including any term or condition which has the same or similar effect to this clause 1.2), these Terms of Business will prevail to the extent of such inconsistency.
- 1.3. The Customer acknowledges and agrees that the time for performance of the Works made known by the Company to the Customer, is an estimate only and the Company is not liable for any loss, liability, damage, expense or delay arising in connection with the Company's inability to meet that time.
- 1.4. Where the Customer requests the Works to be undertaken quickly and in the absence of a signed Terms of Business, the Customer agrees that the Works are undertaken by the Company on these Terms of Business.
- 1.5. These Terms of Business and the Works performed in accordance with them are governed by and are to be constructed in accordance with the laws of New South Wales.

2. General Terms

- 2.1. If the Trade Practices Act 1974 (Cwth) (TPA) or any other legislation implies a condition or warranty into these Terms of Business in respect of any Works performed, and the Company's liability for breach of that condition or warranty may not be excluded but may be limited, clause 12.2 does not apply to that liability and instead the Company's liability for any breach of that condition or warranty is limited to:
 - (i) The supply of the Works again; or,
 - (ii) The payment of costs for supplying the works again.
- 2.2. Nothing in these Terms of Business is intended to exclude, restrict or modify rights which the Customer may have under the TPA or any other legislation which may not be excluded, restricted or modified by agreement.
- 2.3. On and from the expiration of 12 months from the date of completion or termination of the Works, the Customer agrees releases and forever discharge the company from all liability in respect of the Works, whether such liability arises under the law of contact, tort, equity, statute or otherwise.

3. Validity of Quote

The quote and its estimated cost are valid for a period of thirty (30) days. The quote is provided in confidence to the Customer only. It is not to be provided to a third party without the written permission of the Company and its Directors

4. Variations

Circumstances may dictate departure from the methods or personnel proposed in the attached documentation. The Company reserves the right to vary the methods or the personnel, as required. The Customer will be informed of any such variations. A Customer's request to vary works will be treated as a 'variation to works' and any additional costs will be charged at the Company's standard casual rates.

5. Analysis and Testing

The costs of all analyses and or testing will be passed onto the Customer. These costs can change at very short notice and while the Company will endeavour to advise the Customer of any change, any cost variation will be passed to the

Customer. The Company shall not be liable for any loss, damage to or deterioration of or destruction of any of samples or property tested or analysed unless in the case of negligence.

6. Suspension or Delays

Where the services are suspended or delayed for a period by the Customer or its representatives, contractors or suppliers; the Company reserves its right to vary its charges. Delays are caused by the slow supply of data from the Customer. At times this necessitates the collection of additional data and stopping and starting the job. This will attract additional charges. Not with standing where weather conditions or other unforeseen circumstances occur, the Company will work with the Customer to mitigate cost increases.

7. Access to

To the extent that it is necessary for the Company to gain access to the Property to perform the Works for the Customer: Property.

- 7.1. The Customer warrants that it is legally entitled to grant permission to the Company to access the Property;
- 7.2. The Customer grants a license to the Company to access to the Property for the purposes of performing the Works and conducting any other activities reasonably incidental to or necessary for the performance of the Works; and,
- 7.3. The Customer must indemnify the Company from and against any loss, liability or expense suffered or incurred by the Company in connection with the Customer's failure to comply with clause 7.1 or 7.2 (including any costs incurred by the Company in obtaining permission to access the Property itself).

8. Site Plans

- 8.1. The Customer must supply all site plans showing the extents of the property and all underground services in proximity to the works.
- 8.2. The Customer must supply all current Dial before You Dig plans for the Company's use in carrying out the Works (which must not be less than thirty (30) days old in any case).
- 8.3. The Company can supply a copy of these plans to the Customer upon receiving a request in a scope of works or at least five (5) clear business days notice from the Customer to do so. The Company does not warrant or take responsibility for the accuracy of the Before You Dig plans.

9. Permits and Licenses

- 9.1. The Customer and the Landholder will ensure that all approvals and permits for Works to be undertaken on the Property are supplied to the Company.
- 9.2. A copy of permits for drilling of bores, and Works in riparian zones and creeks and rivers, and archaeological sites (and similar) for the Property must be provided to the Company by the Customer.

10. Location and Marking of Underground Services

- 10.1. The Company agrees to take all reasonable care in locating and marking the location of Underground Services.
- 10.2. The Customer will assist the Company in determining the location and position of any concealed pipes, cables, and the Customer can then choose to accept and use the advice if they so wish.
- 10.3. The Customer must accept that due to site conditions and the limitations of the instruments used, the instruments will on occasions give no indication of the presence of underground utilities (service) including cables or pipes actually existing.
- 10.4. If any work or other activity is to be conducted in the vicinity of any Underground Service or any other location marked by the Company, the Customer must visually establish the presence or absence (as the case may be) of any relevant Underground Service by hand excavation or by the use of hand augers (pot holing) prior to the commencement of that work or activity.
- 10.5. The Customer releases and must indemnify the Company from and against any loss, liability or expense suffered or incurred by the Company in connection with the Customer's failure to comply with clause 10.4.
- 10.6. Emergency location of services and repair works to underground services undertaken by the Company for the Customer are payable by the Customer.

11. Drilling (and Coring)

- 11.1. If the Customer directs the Company to drill without location of underground services then the Company will execute works on the basis that the site is clear of underground services, and that the Customer accepts all liability for any loss, liability or expense suffered or incurred by the Company, or any other party, arising from the Work should underground services be damaged.
- 11.2. The Customer shall ensure that the location of underground services in the vicinity of the Works are marked clearly such that a reasonable person would be aware of their existence and avoid them.
- 11.3. The Company will exercise a duty of care when undertaking drilling close to marked underground services by hand digging or hand auguring (pot holing) to 1 metre to provide clearance from underground services.

- 11.4. Customer releases, and must indemnify, the Company from and against any loss, liability or expense suffered or incurred by damage to any underground services from and during the Works whether caused by the Company or not.
- 11.5. The Customer is liable for any damage caused to the drilling rig equipment by unforeseen ground conditions.
- 11.6. Restitution works on the Property shall be limited to the extents of rehabilitation set out in the proposal for Works.

12. Limitation of Liability

- 12.1. The Company is not liable to the Customer for any Excluded Loss suffered in connection with these Terms of Business, whether arising under contract, tort (including negligence), or otherwise;
- 12.2. The aggregate liability of the Company for loss or damage sustained by the Customer in connection with the performance of the Works or any goods supplied by the Company (whether the claim in relation to the loss or damage arises under statute, in contract or in tort) is limited to the aggregate of all amounts paid by the Customer to the Company in respect of the Works, or services or goods supplied. In the event of a dispute between the parties regarding this Agreement, the performance of the Services or fees, then the parties agree to communicate with each other in good faith with a view to resolving the dispute by negotiation.

13. Safety and Environment

- 13.1. The Company will conduct the Works in accordance with guidelines established by the State safe work authority and the Customer must conduct its work in accordance with those guidelines and it is the responsibility of the Customer to make itself aware of the relevant guidelines.
- 13.2. The Company will not be liable in any way whatsoever to any person for loss or damage (including indirect or consequential loss or damage), howsoever caused (including without limitation, breach of contract, tort and/or breach of statute) for any breach of such guidelines by the Customer.
- 13.3. The Customer's must ensure that there is a safe working environment that complies with all Occupational Health & Safety requirements to enable the Company to carry out the Works.
- 13.4. The Company will exercise a duty of care in protection of the environment during the Works.
- 13.5. The Customer must ensure that all environmental protection permits and licenses are in place before commencement of Works.

14. Termination of Services

- 14.1. The delivery of Works and services may be terminated by either party upon thirty (30) days written notice in the event of failure by the other party to perform in accordance with the terms hereof.
- 14.2. Upon termination the Customer is required to pay the outstanding accrued costs for the Works incurred by the Company up until the date of written notice.

15. Terms of Payment

- 15.1. The Customer must pay the charges for all Works immediately upon completion of those Works or, if agreed in writing by the Company, within seven (7) days of the date of any invoice issued by the Company for those Works.
- 15.2. Where proposed estimated costs exceed \$2,000.00 the Customer will be invoiced for a part payment that is payable upfront and prior to commencement of works. Remaining project fees will be invoiced during the project and or at completion of works on the agreed terms.
- 15.3. Overdue account administration fees are the larger of \$50 per 30 days or 2% of the monthly account accrued each 30 days (or part thereof).
- 15.4. Should an account not be paid within seven (7) days, or agreed terms, the Company reserves the right to cease all work without notice and recover all outstanding moneys.

16. Retainer

- 16.1. Signing and returning (by email, fax or mail) the proposal acceptance form to GroundTruth Pty Limited confirms that the Customer has read, agreed and accepted the proposal for Works and these Terms and Conditions.
- 16.2. Work will not commence until the Terms and Conditions have been accepted and a signed proposal acceptance form returned to the Company.
- 16.3. Consultants or Project Managers signing on behalf of their client; the Customer, are liable for payment in lieu of their Customer should they default.