Agreement Acceptance and Application Form

Registered Company:			
Trading Business Name			
ABN:			
Registered Company Address:	Street No. and Name:		
	Suburb:		Postcode:
Mailing Address:	Street No. and Name:		
	Suburb:		Postcode:
Company Representative:	Name and Position		
	Telephone:	Mobile:	
	Email:		
	other email:		
Accounts Contact	Name and Position		
	Telephone:	Mobile	
	Email		
Trade reference			

Mutual Agreement

I hereby undertake to contract Nav Labs Pty Ltd for conducting our food testing services in accordance with the terms and conditions detailed in this document.

Company Representative (Name in BLOCK LETTERS):

Signature:	*Date:*
Title or position of signatory:	
Nav Labs Use only:	

Terms and conditions:

1) GLOSSARY OF ITEMS
   i. NAV LABS (AUS) means Nav Labs Pty Ltd ACN 159 359 798 as trading body.
   ii. Client means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
   iii. 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sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in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.
   iv. Services mean the consulting and testing work to be carried out by Nav Labs (Aus) for the Customer.

2) Agreement
   i. This document details the terms of agreement for the provision of testing services to a business as agreed.

3) PROVISION OF SERVICES
   i. NAV LABS (AUS) will provide testing and other services with high care and due diligence would be exercised by professional service providers in similar circumstances.
   ii. NAV LABS (AUS) may subcontract all or part of the Services and the Client consents to NAV LABS (AUS) disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
   iii. NAV LABS (AUS) reserves the right to develop methods internally and automatically out source any subcontracted analytical services listed in this Agreement for achieving equivalent Limit of reporting, NATA accreditation and service levels.
   iv. 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 Nav Labs (Aus) standard testing methodology, then the Client must advise NAV LABS (AUS) of such needs prior to submission of samples.

4) PAYMENT
   i. All prices quoted by NAV LABS (AUS) are exclusive of GST.
   ii. Nav Labs (Aus) shall invoice the Account Customer weekly for all amounts payable to Nav Labs Pty Ltd strictly 10 days from the date of invoice. Outstanding accounts will be handled by Marshall Freeman Collections and additional costs will incur.

5) LIMITATION OF LIABILITY
   i. All terms, conditions and warranties of any type in relation to the Services and the results of the Services are excluded to the maximum extent allowed by the law. In respect of Services which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the liability of Nav Labs (Aus) for a breach of warranty implied by law that cannot be excluded is limited, to the maximum extent allowed by the law and at the election of Nav labs (Aus), to the re-performance of the Services or refund of fees paid by the Customer to Nav Labs Pty Ltd for the Services.
   ii. Subject to clause 5) i, Nav Labs Pty Ltd disclaims all and any liability and responsibility in respect of all losses, damages, claims or causes of action arising from any event, act or omission, in direct or indirect connection with the Services or the results of the Services (including the Customer's use of the Test Results), including all claims and liabilities arising by reason of negligence by NAV LABS (AUS) or its staff and the consequences of any act or omission by any person in reliance upon the whole or any part of the Services or the results

6) CLIENTS OBLIGATIONS
   i. The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by NAV LABS (AUS) to perform the Services, are available when reasonably required by NAV LABS (AUS).
   ii. The Client will give written notice to NAV LABS (AUS) 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 NAV LABS (AUS) (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which NAV LABS (AUS) is partly or wholly performing the Services. NAV LABS (AUS) 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.

7) CONFIDENTIAL INFORMATION
   i. Neither NAV LABS (AUS) 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. NAV LABS (AUS) and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
   ii. Any report, findings, results, statement, certification issued by NAV LABS (AUS) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client.

8) Nav Labs (Aus) Report is:
   i) issued using detection limits and confidence intervals inherent in Nav Labs (Aus) testing methodology;
   ii) contains Nav Labs (Aus) 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 NAV LABS (AUS), and the Client may disclose the report to a third party for that purpose only, but NAV LABS (AUS) does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.

9) TERMINATION OF CONTRACT NAV LABS (AUS) may suspend or terminate its obligations under this Agreement if :
   a. monies payable to NAV LABS (AUS) by the client are outstanding 30 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 30 days written notice of Nav Labs (Aus) intention to terminate.
   i. The Client may terminate its obligations under this Agreement in the event of a substantial breach by NAV LABS (AUS) of its obligations under the Agreement, which breach has not been resolved within 30 days of written notice to NAV LABS (AUS).
   ii. If NAV LABS (AUS), 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, NAV LABS (AUS) may give written notice to the Client of Nav Labs (Aus) intention to immediately suspend or terminate is obligations under this Agreement.

In the event of termination, NAV LABS (AUS) is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by NAV LABS (AUS) before the date of termination.