

Ecosure General Terms and Conditions (Minor Works)

1. Definitions

Services means the consultancy service Ecosure as set out within the Proposal to complete for the Client.

Proposal means the offer to completed work for the fee as set out and to the standard and extent detailed by Ecosure.

Client means the party specified on the acceptance form of this agreement and its permitted successors, agents, nominees, employees and contractors.

Client Representative means the person or party nominated by the Client act on behalf the Client with full legal authorisation.

2. Engagement

The terms and conditions set out below apply to all services provided by Ecosure Pty Ltd (referred to as Ecosure). Acceptance of these terms and conditions by the Client and the application of these terms and conditions shall occur at the earliest of either the commencement of Services or Client approval of Ecosure to the perform the services whether Client approval is given partly or completely written, verbal or by conduct. Payment in part or whole, shall be deemed as Client approval.

3. Role of Ecosure

3.1 Ecosure undertakes to perform the Services with reasonable skill and care, in a competent and timely manner in accordance with the practices and methods generally recognised and adopted by reputable and competent organisations providing consulting services similar to the Services.

3.2 Ecosure shall act on all reasonable directions form and, provide all deliverables and formal communication to, the Client representative named in the Proposal acceptance form.

3.3 Ecosure is an independent party and does not have authority to bind or to incur any obligation on behalf of the Client, by contract or otherwise, except with the express written instruction of the Client. The Consultant is not an agent, partner or employee of the Client.

4. Role of Client

4.1 The Client shall make available to Ecosure, as soon after approval to commence all information, documents, maps and other

particulars relevant to the services. The Client shall notify Ecosure if the Client becomes aware of any matter which may change the scope or timing of the services.

4.2 The Client shall nominate a person/s as their Representative/s. A Client will agree that the nominated person/s has authority to act on its behalf for all purposes regarding the Services. Ecosure will not be obliged to accept or respond to instructions given by any person other than the nominated person/s.

4.3 The Client shall cooperate with Ecosure in all reasonable ways regarding the conduct of the services being undertaken on its behalf. The Client will not knowingly withhold pertinent information relating to the services, nor provide inaccurate or misleading information to Ecosure either prior to or during the commencement of the services

5. Scope of Services

The scope of services shall be defined by the task or specification set out in the Ecosure Proposal submitted in response to a Client's brief. This Proposal shall take precedence over all previous agreements and /or understanding of the scope of services. A Proposal may be amended following consultation with and approval by a Client. In this case the scope of the service shall then be the Ecosure Proposal as modified by any agreed amendments. Any additional costs incurred by Ecosure which were not allowed in the Ecosure Proposal shall be payable by the Client in accordance with the Ecosure variation rates table.

6. Payment

6.1 In return for the provision of services specified in a Proposal submitted by Ecosure, whether provided in stages or wholly, a Client agrees to pay Ecosure the fees and expenses claimed in invoices submitted for completion of the services. Payment of invoices is required within 14 days unless otherwise agreed. The Client further agrees to pay all government taxes associated with the services rendered at the applicable rate. Where a deposit or commencement payment is specified in the Proposal, this fee is non-refundable in the event that the project is subsequently cancelled by the Client. The Client agrees that if it fails to pay all monies claimed in an invoice, when such

payment is due as specified in the subject invoice, that Ecosure will be entitled to additional payment on the monies outstanding due to payment of interest on the monies at the annual rate of 2% above the current maximum overdraft set by the Reserve Bank. Such interest shall be calculated from the due date for payment as specified in the subject invoice. An additional fee of \$300.00 plus GST is charged if an invoice is outstanding for 60 days, over and above the specified interest charge. The Client also agrees to pay any additional costs associated with debt recovery.

7. Termination

The Client may terminate services previously awarded to Ecosure provided notice of such termination is given in writing. The Client must meet all expenses incurred up to the date of receipt of the subject notice by Ecosure. Where a deposit or commencement payment has been invoiced, these fees are non-refundable in the event of termination of services.

Ecosure may terminate services previously awarded by the Client if the Client is in breach of any of the clauses contained in these terms and conditions or if completion of the services is not feasible due to changes of circumstances including delay for reasons outside the control of Ecosure. If such a termination were to occur the Client agrees to meet all reasonable expenses incurred by Ecosure up to the date of the termination as notified in writing.

8. Sub-contractors

Ecosure may engage sub-contractors or sub-consultants to assist in the provision of the Services.

9. Intellectual property

Any Intellectual Property Rights held by Ecosure prior to completion of the services or created as a result of the services remain the property of Ecosure. However, Ecosure grants the Client a non-exclusive, perpetual, irrevocable, and royalty free licence to use Ecosure IP as required to utilise any report, product, information or other deliverable created for the Client through provision of the Services.

10. Indemnity

10.1 To the extent allowable by law, the liability of Ecosure to the Client for or in respect of any loss, damage, claim, expense, liability, cost or

proceedings, including or in respect of or arising out of personal injury and death and/or loss of or damage to property, whether in contract or tort or whether for negligence or otherwise excluding gross negligence or criminal conduct, is limited to either the cost of resupply of the Services or to the resupply of the Services by the Ecosure.

10.2 Notwithstanding sub-clause 10.1 and to the extent permitted by law, Ecosure in no event will be liable to the Client: -

i. For economic or consequential loss (including, but not limited to, loss of actual or anticipated profits or revenues, loss by reason of shutdown or non-operation, increased costs of borrowing, capital or financing or loss of use or productivity) howsoever caused:

ii. Errors in plans, designs, specifications or other information provided to Ecosure by the Client.

iii. For any matters relating to loss, damage, claim, expense, liability, cost or proceedings of any description notified to the consultant after 12 months from completion of the Services.

11. Governing Law

This agreement is governed by the law in force in Queensland.

The parties submit to the non-exclusive jurisdiction of the courts of Queensland and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

12. Disputes

In the event of the Client and Ecosure being unable to resolve a dispute, the dispute shall be referred to a mediator in accordance with the Mediation Rules of the Institute of Arbitrators and Mediators Australia. If agreed in writing by both parties another form of resolution make be used.

13. Changes to the Agreement

Modifications and amendments to these terms and conditions must be in writing and signed by each party.