

Chain of Custody

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| Symbio Laboratories Pty Ltd, 17 Hamill Street, Townsville QLD 4814 ABN: 82 079 645 015 Ph: 1300 703 166 Email: admin@symbiolabs.com.au www.symbiolabs.com.au | | Customer ABN: | Due Date: |
| Client Company Name: | | Report Email: | |
| Company Address: | | Send invoice to (if different from customer address): | |
| Client Contact: | | Customer ABN: | Accelerated Turnaround? Yes <input type="checkbox"/> |
| Site: | | | |
| Sampled By: | | Freight Con Note/ Esky Condition: | Client Purchase Order Number: |
| Phone No: | | Sample Temp: | Quote #: |

Ensure contact details are correct above. Enter the sample details below & place a tick in the column corresponding to the tests required.

| Sample Site | Date Sampled | Time | Enter Matrix | Analysis Required (please tick corresponding column to the test required) | | | | | | | | | | | | Comments/ Observations | |
|-------------|--------------|------|--------------|---|--|--|--|--|--|--|--|--|--|--|--|------------------------|--|
| | | | | Test (description & Code) | | | | | | | | | | | | | |
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Special Instructions:

If a quotation number has been provided, please ensure it is detailed on this submission form. Tests that are outside the scope of Symbio Laboratories Pty Ltd will be subcontracted to our approved consultant laboratories. Your signature on this form is taken as accept condition. **Please note:** Your signature acknowledges receipt of liability for costs associated with analysis of the sample(s) described above. **Bottle Codes:** Please see Symbio Laboratories Sample Collection Bottle Guide for all Bottle Codes.

| | | | | |
|------------------|------------|--------------|-------|------------|
| Relinquished by: | Signature: | Received By: | Date: | Signature: |
|------------------|------------|--------------|-------|------------|

Samples submitted without this completed form will be destroyed 48 hours after receipt of sample.

Symbio Laboratories Pty Ltd - Service Terms and Conditions

CURRENT AS OF 17 FEBRUARY 2017

The lodgement of an order or receipt of samples for **Symbio Laboratories Pty Ltd (herein after referred to as "Symbio")** services constitutes an acceptance of the following terms and conditions.

Unless otherwise agreed in writing, the following terms and conditions apply to services conducted by Symbio, resulting from engagement of Symbio either by accepting a quotation and/or submission of samples to Symbio. The client agrees to be bound by and comply with these terms and conditions. Any terms and conditions you notify to Symbio, will apply only if and to the extent that Symbio agrees to them in writing.

SERVICES

Symbio reserves the right to review prices at any time if:

- significant changes to our costs are incurred beyond our control i.e. changes to legislative requirements or variations in tax or excise rates; or
- any of the assumptions set out in the quotation prove to be incorrect.

Alterations to the scope of the quoted services (including changes to timeframe of services, sample numbers, limits of reporting, agreed analyte suite etc), prior to commencement of the services, may require a review of the quotation. Alterations to client requirements requested after commencement of the testing process will incur an administration fee of \$30.00 exclusive of GST plus charges for extra service delivery costs incurred by Symbio, if any. Amendments to finalized certificates as a result of alterations to client requirements will also incur a reissue fee of \$30.00 exclusive of GST.

Records will be kept for the required minimum period unless otherwise requested and agreed to by Symbio (e.g. NATA technical accreditation requires records are kept for a minimum of three years).

TURNAROUND TIMES

Any samples received after 4:00 pm EST Monday to Friday or on Public Holidays are deemed to have been received the following working day. It is the client's responsibility to ensure that Symbio has access to all information necessary to commence the services as agreed. The due date of the services may be delayed where such information or access is not provided, or is judged by Symbio to be inadequate for the services to commence. Certificates will be issued by close of business on the due date.

While we use our best efforts to meet stated turnaround times, some delay in reporting maybe experienced for non-standard samples.

ACCOUNTS & PAYMENT

GST at the applicable rate (currently 10%) will be charged in addition to the quoted prices. Symbio will issue valid tax invoices and adjustment notes as per requirements of GST legislation. Symbio reserves the right to undertake credit verification of all established accounts or to request up-front payment of services before services can commence. Terms of payment are strictly 30 days from date of invoice. A late fee of up to \$30.00 exclusive of GST may apply if the client does not pay in full by the due date.

TREATMENT OF SAMPLES

Unless Symbio has otherwise agreed in writing, the client is responsible for collecting samples and for delivering samples for testing to the address nominated in the quotation.

When providing samples to Symbio, the client must give written notice of all known safety or health hazards and special procedures relevant to the handling, testing, storage, transport and disposal of samples. Symbio reserves the right to refuse to conduct any test where Symbio in its absolute discretion determines such testing may pose a safety or health hazard. Where a formal request is made, Symbio will return samples to the client, at the client's expense. The client acknowledges that during conduct of the services the samples or parts of samples may be altered, damaged, lost or destroyed. Symbio shall not be liable to the client or any third party

for any samples that are altered, damaged, lost or destroyed during conduct of the services. In the event of return, Symbio will not be responsible for the condition of samples once they leave the laboratory.

The client is responsible for ensuring that samples supplied for testing are representative of the product or material to be analysed and for retaining any duplicate or control samples.

Symbio reserves the right for samples deemed hazardous by Symbio to be returned, to the client, at the client's expense.

All samples must be accompanied by signed paperwork specifying testing to be undertaken and sample description. **Samples received without a signed authority to test will be held for a maximum of 48 hrs before they are destroyed.**

Where possible a representative sample will be kept for a period of one (1) month from the date of final report (2 weeks in the case of environmental and microbiological samples). Symbio will charge for costs incurred for longer term storage, or for disposal of noxious samples.

RIGHT TO SUBCONTRACT

Symbio reserves the right to subcontract work if required, whether because of unforeseen reasons or on a continuing basis, as appropriate, with a competent subcontractor laboratory.

OWNERSHIP

Symbio will own the final report until such time as full payment for the services is received, beyond which time the client will own the final report. All intellectual property rights associated with sample analysis methods, processes and reports are vested, and shall remain vested, in Symbio.

LEGAL OBLIGATIONS

Symbio, its proprietor, its officers, employees and agents are under no legal obligation to provide information or expert witnesses as an outcome of any testing undertaken at Symbio.

Any requests for Symbio, its proprietor, its officers, employees and agents to provide information or expert witnesses will not be granted without the express written consent of Symbio's Chief Executive Officer or approved delegate.

In circumstances where Symbio, its proprietor, its officers, employees or agents agree or are required to provide information or appear as expert witnesses as an outcome of testing undertaken at Symbio an hourly fee will be charged to the client.

FORCE MAJEUR

Symbio shall not be responsible or liable for any delay to perform any of its obligations when such delay or failure to perform any of its obligations is caused by unforeseen circumstances beyond its reasonable control and without its fault or negligence, including, without limitation, Acts of God, fire, explosion, riot, sabotage, strike or other labour dispute, shortage of materials, transportation difficulties or compliance with any order, action, governmental officer, department, agency, authority or committee thereof that renders performance impracticable or impossible for Symbio.

CLIENT'S RELEASE AND INDEMNITY

The client hereby releases and indemnifies and shall continue to release and indemnify Symbio, its proprietor, its officers, employees and agents from and against all actions, claims, proceedings 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, death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any infringement of any industrial or intellectual property rights, howsoever arising out of the use of the report or the services of Symbio.

CLIENT'S ACKNOWLEDGMENT

The client acknowledges that:

The client at its own risk uses the report and its contents and any advice, opinions or information supplied by Symbio, its proprietor, its officers, employees or agents concerning the service; The service is performed on the understanding that the client will not hold Symbio, its proprietor, its officers, employees or agents liable for any loss or damage resulting from the conduct of the service or the use of or reliance upon the report or its contents; and it is the responsibility of the client to make its own assessment of the suitability for any purpose of the service, report and its contents and any information or advice generated there from.

STATED TURNAROUND TIMES

Test turnaround times are stated on the basis of the test proceeding on a 'normal' basis, passing all quality controls (QC), with no further re-test or confirmation stages. Any tests that require repeat testing, due to uncertainty over the initial results (out of specification), a QC or QA fail, or subject to further confirmation testing, may result in additional time taken to release of final reports.

ACCELERATED TURNAROUND

Accelerated turnaround testing is conditionally available on selected tests only and excludes microbiological testing. This service is subject to approval by the relevant laboratory manager on the day of receipt of samples and requires a clear request for the accelerated service on the submitted analysis request form accompanied with the samples. An additional fee will be incurred to all tests requested for the submitted batch of samples.

The day the samples are received is counted as day 0.

Samples for Environmental analysis tested under the accelerated turnaround programme incur the additional fees exclusive of GST per batch in Table 1.

Table 1: Accelerated turnaround fees for Environmental tests

| | |
|-----------------|----------------|
| 1 business day | 100% surcharge |
| 2 business days | 50% surcharge |
| 3 business days | 25% surcharge |

Samples for all other analysis tested under the accelerated turnaround programme incur the additional fee of \$365.00 exclusive of GST per batch for a turnaround time of 3 business days.

MEASUREMENT UNCERTAINTY

Measurement uncertainty is the concept which provides the confidence interval in which the true value of a measured property is expected to lie. This will vary depending on the type of sample, the test being conducted, the equipment used and the concentration of the parameter being measured. For this reason, it is not possible to publish measurement uncertainty for every individual test scenario but estimates are available upon request.

GENERAL

The services are governed by the laws of the State in which services have been conducted, unless Commonwealth law prevails. The client will not represent in any way that Symbio supports or endorses the client's business, goods or services, without Symbio's written consent. The client will not make any press release or public statement about the services or Symbio without Symbio's written consent.