DANGEROUS GOODS COMPLIANCE LIMITED TERMS & CONDITIONS

1 Terms and Conditions

1.1 These terms and conditions ("Base Terms and Conditions"), together with (i) specific terms stated in our written correspondence with you, (ii) the prices specifically quoted to you ("Price List") form the entire agreement between us and you in relation to the Services (the "Agreement"). It contains our understanding of your requirements and records the terms and conditions upon which we will perform the Services.

1.2 If there is a conflict between the terms and conditions including prices agreed between us in writing ("Specific Terms") and the Base Terms and Conditions, the Specific Terms shall take precedence.

1.3 In this Agreement, "we", "our", and "us" refer to DGC Limited and "you" and "your" refer to you our client.

2 Services

2.1 We will provide the services required and booked for you (without your objecting to the booking and the work) or requested by you in relation to your needs under the Health and Safety at Work (Hazardous Substances) Regulations 2017 (the "**Services**"). Whilst our representatives will assist you with your queries and explain our role and interpretation of the Regulations, we cannot, do not and will not provide advice in performing the Services, except when we are expressly engaged in a specific, written, separate contract to provide consulting services which will be submitted to you for your approval before such a service will be performed by us.

2.2 The Service we provide when inspecting your locations in connection with your requirement to obtain a compliance certificate is not an advisory role; rather, it requires us to make objective assessments of your compliance with the applicable requirements in the Regulations and to issue a certificate only if they are met. Consistent with this role, OUR LIABILITY FOR ANY ERRORS OR OUR NEGLIGENCE ARE EXPRESSLY LIMITED as detailed in section 7 below.

2.3 The charges for our Services may be detailed as Specific Terms in our letters or other correspondence with you.

3 Conflict of Interest

3.1 We are required by the regulator, WorkSafe New Zealand ("Regulator") to follow a Conflicts Policy to prevent any conflict arising in relation to our role in performing the Services. We will make our Conflicts Policy available to you upon request.

4 Information and Documents

4.1 You agree: a) to provide us free of charge and on a timely basis with all the information and provide the Services (including, access to records, documents we reasonably request or require to staff, premises and other systems); b) that the information and documents provided by you (or on your behalf) will be accurate, complete and not misleading and, if you become aware that any information or document provided to us has become inaccurate, incomplete or misleading, you will promptly notify us; c) that we may, and you acknowledge that we will (unless otherwise agreed), rely on the information and documents provided to us as accurate, complete and not misleading without seeking further independent verification or clarification; and d) we will not be responsible or liable if the information (including documents) which is provided to us or we are instructed to obtain under or in relation to this Agreement is or becomes inaccurate, incomplete or misleading.

4.2 You warrant that all information provided to us complies with the Privacy Act 2020 and does not (and will not for the term of our engagement) breach the intellectual property rights of any third parties.

4.3 You will identify any information as confidential information at the time you provide it to us.

4.4 If you provide us with custody of any document in relation to this Agreement, we are likely to be required to keep a copy of that for at least five years to meet our obligations under the performance standards enacted pursuant to the Regulations.

4.5 We are required by law to keep most documentary records including information you supply us which may be inspected by the Regulator or other parties which can demand access by law.

4.6 We may retain copies of any correspondence and any documents for our records or to meet our legal obligations. We may also destroy any correspondence or documents if we believe they are no longer needed for legal reasons.

5 Electronic Communication

5.1 We strongly recommend that all clients use an up-to-date virus checker on their computers to avoid the transfer of viruses to other systems. If you provide us with a disk (including a USB) or e-mail attachments for use on our system and it contains a virus, we may require you to use our disks to transfer your information to us in future and seek reimbursement for costs we incur to fix issues created in our information technology systems by viruses on our system caused by you.

5.2 We each accept the risks inherent in electronic communications and cyber security and will each be responsible for protecting our own systems and interests in relation to electronic communications and cyber events. As such, neither you nor us (in each case including our respective partners, directors, employees, sub-contractors or agents) will have any liability to each other on any basis, whether in contract, tort (including negligence) or otherwise, in respect of any damage, loss or omission arising from or in connection with the cyber-events or electronic information transfers between us.

5.3 By engaging our Services, you consent to the receipt of business-related information we may send by way of email from time to time.

6 Confidentiality and Privacy

6.1 We will not disclose any confidential information or personal information that we obtain from you under or in relation to this Agreement to any other person without your permission except: a) as required in the ordinary course of business to provide the Services to you in an efficient and effective manner; b) if we are required to by law, regulation, Court or arbitration proceedings, regulatory authorities, professional duty or to otherwise protect our own interests (including to our professional advisors).

6.2 You agree that we (and any third party instructed on our behalf) may collect personal information from you and use it for the purposes of providing the Services to you, advancing our relationship with you, keeping you up-to-date in relation to our services and industry developments, and other purposes related to our business. You agree that we may, using reasonable security safeguards, store any personal information we hold at our address or through third party data storage providers. We will respond promptly (and within 20 business days) if you contact our Privacy Officer and General Manager to request we supply you with information we hold about you.

6.3 We may use the credentials obtained in doing work for you in internal and external publicity material. We will ask your permission before publicly claiming credit for our work for you.

6.4 Unless otherwise agreed in writing, we may: a) refer to our work for you in proposals (or other similar submissions to prospective clients); and b) provide your information (on an anonymous basis) for statistical, research or benchmarking purposes, provided your

information is not used or published in a way that could reasonably be expected to identify you.

6.5 Unless otherwise agreed in writing, you will not name us or refer to us in connection with written materials or publicly filed documents, other than to your professional advisers. Where you are permitted to disclose material we provide to you, you must not edit or modify it.

6.6 You acknowledge that our processes, concepts and techniques are our property and confidential information. You will not disclose to third parties any confidential information relating to us or our processes, ideas, concepts or techniques, unless you are required to do so by law, in which case, to the extent permitted by law, you will inform us of the person(s) to whom you are required to disclose the information, the information that requires disclosure, and any other information we reasonably request.

7 Limitation of Liability

7.1 In performing our Services in accordance with the terms of this contract with you, our **maximum liability for breach of contract by us shall be four times the fees charged to you**.

7.2 When performing inspection and other services associated with your requirements to obtain a compliance certificate, we are NOT PROVIDING ADVICE AND YOU ARE NOT PROVIDED WITH ANY FORM OF LEGAL RELIANCE UPON ANY ACT WE PERFORM IN CONNECTION WITH OUR ROLE. You agree that: a) we shall have no other liability of any nature, whether in tort or otherwise, for any other losses, whatsoever and howsoever caused, arising from or in any way connected with this engagement (including all indirect loss, consequential loss, loss of profits and any loss resulting from liability to any third party); b) we will not be liable if such Losses are due to any acts or omissions of any person other than us.

7.3 You must make all claims in relation to this Agreement to us, in writing, and no later than one year after the date we completed the specific work to which the claim relates.

7.4 We each agree that nothing in this Agreement shall exclude, restrict (or prevent suit in respect of) any liability arising from fraud, dishonesty or any other liabilities which cannot lawfully be limited or excluded.

7.5 You further agree that any other company or subcontractor which we may involve in the provision of Services (and any partners, directors or employees of any such company or subcontractor) shall have the right to rely on and enforce this clause 7 of these terms as if he, she or it were a party to this Agreement in his, her or its own right and the provisions of the Contracts (Privity) Act 1982 shall apply for his, her or its benefit accordingly.

7.6 We each agree that the limitation of liability in this clause 7 extends to any variation and any addition to the Agreement and to all claims, including any claims arising from breach of contract, negligence or in any other way.

8 Indemnities

8.1 You indemnify us and all officers, employees and/or agents of Dangerous Goods Compliance Limited (DGC), or such parties' successors and/or assignees (together, the "DGC Parties") against all actions, claims, proceedings, losses, damages, costs and expenses resulting from or in relation to: a) any breach of, or default under, this Agreement by you; b) any infringement or alleged infringement of any intellectual property in any information or documents provided to us or which we are instructed to obtain; c) our reliance on information provided to us or which we are instructed to obtain that is or becomes inaccurate, incomplete or misleading; d) a third party using or relying on our advice or information; and/or e) any reasonable costs or expenses (including legal costs and expenses on a solicitor and own client basis) that we or the DGC Parties may incur in respect of such loss or liability.

8.2 You agree that you will not bring any action against the DGC Parties and that you will indemnify on demand and hold the DGC Parties harmless against all actions, claims, proceedings, losses, damages, costs and expenses whatsoever and howsoever caused arising from or in any way connected with the Services, unless, and to the extent that, they have been finally and judicially determined (including by the conclusion of any appeal) to have been caused by the fraud, dishonesty, wilful default or negligence of a DGC Party.

8.3 The indemnities referred to above will be enforceable by us and the DGC Parties (individually or collectively) whether or not legal proceedings are instituted and, if legal proceedings are instituted, irrespective of the means of any settlement, compromise or determination.

8.4 All the provisions of this Agreement which refer to the DGC Parties are intended to be for the benefit of, and are enforceable against you by, the DGC Parties (individually or collectively) and us (if applicable), each in our own right, for the purposes of the Contracts (Privity) Act 1982. Despite this clause, this Agreement may be varied by written agreement between you and us.

9 Our Employees

9.1 From time to time, our partners, employees and/or agents will be required to attend your premises. When they do, you will comply with all relevant statutes, bylaws, codes of practice and legal requirements in relation to them being on, and working from, your premises.

9.2 You will not offer employment to any of our employees or induce any of our employees to end their employment with us without our prior written permission. You also agree not to procure or assist anyone else to do this. In addition to breaching this Agreement, you acknowledge that if you offer or induce any of our employees to end their employment with us you may be assisting or procuring a breach of a restraint of trade between DGC and the employee.

9.3 If you directly employ any of our employees within a period of twelve months after completing an assignment, you agree to pay us an introduction fee of 100% of the staff member's annual gross salary as paid by us (plus any benefits and GST) immediately upon their beginning employment with you. You acknowledge that this is a genuine pre-estimate of our loss, including the costs we will incur training and managing the certification of a replacement certifier with the Regulator and the loss of productivity caused by the loss of our employee.

10 Health and Safety

10.1 We will each: a) comply with our obligations under the Health and Safety at Work Act 2015 and any applicable health and safety related regulations or codes of practices ("H&S Law"); and b) co-operate, consult and co-ordinate activities with each other and any other PCBU who has a duty under H&S Law in relation to this Agreement to ensure each party can comply with its H&S Law duties. "PCBU" has the meaning set out in the Act.

10.2 You will: a) where reasonably practicable, provide our staff with a health and safety briefing prior to commencing work or visiting your workplace; and b) comply with all reasonable instructions from us in relation to health and safety matters affecting our people.

11 Commencement and Termination

11.1 This Agreement is intended to be evergreen and will continue in force until the engagement ends or is terminated by either party. Performance of this Agreement will commence when a booking is made for the Services.

11.2 We each may terminate this Agreement by giving 30 days' written notice to the other party. Additionally, we reserve the right to terminate the agreement immediately where you fail to meet your obligations, become insolvent or if we believe, in our sole discretion, that immediate termination is warranted. Termination will not affect any accrued rights of a party. For the avoidance of doubt, we will be entitled to our fees incurred until the date of termination.

11.3 Any provision of this Agreement which is intended to apply after termination (including, but not limited to, provisions relating to confidentiality, indemnity, claims, limitation of liability, non-solicitation of employees, fees and termination) will continue to apply after termination.

12 Complaints and Appeals

12.1 Dangerous Goods Compliance Limited inspects and certifies sites, stationary container systems and tank wagons under the Health and Safety at Work (Hazardous Substances) Regulations 2017. If you are unhappy with something we have done, or you disagree with a certification decision we have made, you can raise it with us. We will not treat you any differently for doing so.

12.2 An Appeal is where you disagree with a certification decision we have made - including a finding of fact, a condition we have imposed, or a decision not to issue a compliance certificate.

12.3 A Complaint is any other expression of dissatisfaction about DGC or about the conduct or ability of one of our certifiers or assessors, where you expect a response from us.

12.4 To raise an appeal or a complaint contact us in writing to admin@dgcompliance.co.nz or via our website contact us page. Please tell us, in your own words, what happened and what you would like us to do. There is no form to complete and no charge. If you tell a certifier that you wish to appeal, they are required to alert the Managing Director and to confirm with you that an appeal is in fact being made.

12.5 We will acknowledge your appeal or complaint in writing within 5 working days of receiving it.

12.6 If you have made a complaint, we will confirm whether it relates to our inspection or certification activities, and tell you if it does not.

12.7 We will gather the information needed to decide whether your appeal is valid, or whether your complaint is substantiated. We may need to talk to you, to our certifier, and sometimes to others.

12.8 The person who decides your appeal or complaint will not be someone who was involved in the decision or the matter you are raising. Appeals are investigated by an independent senior compliance certifier who was not involved.

12.9 We will keep you informed of progress and will update you at least every 20 working days while the matter is open.

12.10 We will give you our decision in writing, with the reasons for it.

12.11 We will keep a written record of every appeal and complaint, what we did about it, and any change we made to our training, processes or record keeping as a result.

12.12 Compliance certifiers are authorised by WorkSafe New Zealand, which can be contacted at www.worksafe.govt.nz. Where a matter concerns a compliance certificate or the conduct of an authorised compliance certifier, you may raise it with WorkSafe directly at any time. Raising a matter with us does not affect that right.

12.13 Information you give us in an appeal or complaint is treated as confidential in accordance with our confidentiality obligations and is only shared with those who need it to resolve the matter or where the law requires it.

13 Variation

13.1 We may vary these terms and conditions at any time and will make them available to you on our website. If a booking for Services is made after such communication without objection by you, you will be deemed to have accepted those changes (in the absence of any other communications to the contrary) and accordingly that instruction and any subsequent instruction will be based on those updated terms.

14 Severability

14.1 If any terms or provisions of this Agreement (or parts thereof) are or become invalid, illegal or unenforceable, the remainder shall survive unaffected to the fullest extent permitted by law.

14.2 If a court holds that any provision of this Agreement or its duration is unenforceable, illegal, or invalid but any such provision would be enforceable if it was modified or limited, then that provision shall be so modified or limited to the extent necessary.

15 Co-operation and Events Beyond our Control

15.1 We and you will co-operate in relation to other aspects necessary for the performance of this Agreement.

15.2 We are not liable to you for any failure, or delay in performing the services if the failure or delay arose from a cause beyond our reasonable control.

16 Fees and Payment

16.1 Invoices are due and payable when rendered and you must pay the amount specified on the invoice within 14 days of receipt of the invoice.

16.2 If we are required to incur unexpected costs performing the Services as a result of factors outside our control, we may add these to our fee provided we detail the factors and quantify the additional costs, including additional time required from our employees and contractors.

16.3 You must tell us immediately if you receive an invoice on which you have any questions or which you anticipate will not be paid within the 14 days. We may, at our discretion, thereafter charge a late fee of $225 (plus GST) if payment in full is not received by us within 45 days of the invoice date.

16.4 After 60 days, we may, at our discretion, commence proceedings, including by application to the Disputes Tribunal, to seek recovery of all amounts due to us, including late fees. If this occurs, we shall charge you an additional $300 fee (on top of the late fee) to compensate us for the delays and additional time taken by us to enforce the debt. If further out-of-pocket expenses are incurred by us in relation to enforcement of the debt due to us, we shall charge you an amount equal to 150% of our costs incurred (to include allowance for the further time incurred by us in taking such action).

17 GST

17.1 If goods and services tax (GST) is payable by us in relation to any supply made by us to you, you agree to pay to us that GST amount in addition to our fees and disbursements. We will provide you with a valid tax invoice where GST is payable by you to us.

18 Notices

18.1 Notices given pursuant to this Agreement must be in writing and may be provided by letter sent to our place of business addressed to General Manager or other contact person as either of us may designate for correspondence.