

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 (including as a formula by reference to the prices available on our website from time-to-time (“Price List”)) or, where no prices have been specifically quoted, the prices otherwise available on our website, 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 Hazardous Substances Regulations (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.

2.2. The charges for our Services may be detailed as Specific Terms in our letters or other correspondence with you but otherwise will be as specified from time-to-time on our website at www.dgcompliance.co.nz.

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 documents we reasonably request or require to provide the Services (including, access to records, 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 1993 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 will retain that document for the term of this Agreement and endeavour to return it to you at the end of the term (unless its earlier return is requested).

4.5. We are required by law to keep 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 our newsletter and any other business, related information we may send by way of email from time to time. Through our newsletter, we will provide updates regarding the Regulatory environment and updates to our Price List or these Base Terms and Conditions.

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. We will only be liable to you for direct losses, damages, costs or expenses actually suffered by you and caused directly by our negligence or wilful default ("Losses"). You agree that: a) we shall have no other liability of any nature, whether in contract, 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 and we will only bear the part of any Losses that is proportionate to the Losses we have directly caused or contributed to. In determining responsibility for the Losses caused or contributed to, account shall be taken of any Losses to be reasonably attributable to any third party; and c) our maximum aggregate liability arising from or in any way connected with this engagement, whether to you and/or any other party, of whatever nature and whatsoever and howsoever caused, will be limited to the lower of (i) Losses suffered by you and (ii) four times the fee actually paid for the particular part of the Services giving rise to the claim.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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 DGC Limited, 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. Variation

12.1. 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.

13. Severability

13.1. 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.

13.2. 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.

14. Co-operation and Events Beyond our Control

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

14.1. 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.

15. Fees

15.1. 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.

15.2. 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.

15.3. 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 charge interest at a rate of 2% per month (pro-rated daily) on all overdue amounts, including any interest previously charged.

15.4. In the event of default in payment to us you shall pay the amount in default and all costs incurred by us, including our adviser's costs on a solicitor-client basis and debt collector's costs incurred in the recovery or attempted recovery of outstanding moneys and enforcement of any of the terms contained in this Agreement.

16. GST

16.1. 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.

17. NOTICES

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