NEW ZEALAND INSTITUTE FOR EARTH SCIENCE LTD:
LABORATORY SERVICES
STANDARD TERMS AND CONDITIONS

(Revised July 2025)

1 DEFINITIONS

1.1 "Contract" means the contract with the Client for the provision of the Services. The documents forming the Contract are the Proposal, these terms and conditions and any other documents that EARTH SCIENCES NZ and the Client agree form part of the Contract.

1.2 "Deliverables" mean the reports, results and other documents to be delivered to the Client as part of the Services.

1.3 "EARTH SCIENCES NZ" means the New Zealand Institute For Earth Science Limited a duly incorporated company having an at 1 Fairway Drive, Avalon, Lower Hutt, New Zealand (NZ Company No. 550957) NZBN 9429038971433.

1.4 "Proposal" means EARTH SCIENCES NZ's offer, quote, proposal or tender.

1.5 “Samples” means materials submitted or to be submitted to EARTH SCIENCES NZ for the Services.

1.6 "Services" mean the measurement and/or any other treatment, sampling or analytical services for the Client described in the Proposal and in any other documents EARTH SCIENCES NZ and the Client agree form part of the Contract.

1.7 "Tax" includes any tax, levy, charge, fee, deduction or withholding of any nature and whatever called, imposed, assessed or levied by any governmental authority, together with any interest, penalty, charge, fee, additional tax or other amount imposed, or made on or in respect of any of the foregoing.

2 PAYMENT

2.1 The Client must pay EARTH SCIENCES NZ for the Services according to the Contract terms. Unless otherwise agreed in writing, payment shall be on the 20th day of the month following EARTH SCIENCES NZ's invoice.

2.2 Where the Contract provides for pre-payment for the Services, payment by due date in respect of pre-payment is a condition precedent to EARTH SCIENCES NZ's obligation to deliver the Services.

2.3 EARTH SCIENCES NZ reserves the right to charge interest for late payment, in which case interest shall, unless waived or amended by EARTH SCIENCES NZ at its sole discretion, be payable at the rate of 2.5% per month or part thereof on amounts outstanding.

2.4 Unless otherwise agreed in writing, all payments are expressed exclusive of goods and services tax chargeable under the New Zealand Goods and Services Tax Act 1985 ("GST"). Where any supply made by EARTH SCIENCES NZ to the Client is chargeable with GST, the amount payable for that supply will be increased by, and the Client must pay to EARTH SCIENCES NZ, an amount equal to the GST chargeable in relation to that supply. The Client must pay the GST amount to EARTH SCIENCES NZ at the same time and in the same manner as the payments for the Services are to be made.

2.5 Subject to clause 2.4, if the Client is required by law to make any deduction, payment or withholding from any amount paid to EARTH SCIENCES NZ or if EARTH SCIENCES NZ is required by law to make any payment on account of Tax (other than Tax on EARTH SCIENCES NZ's net income) on or in relation to any payment from the Client, then the amount payable by the Client shall be increased to the extent necessary to ensure that, after that deduction, payment or withholding is made, EARTH SCIENCES NZ receives and retains (free from any liability) a net amount equal to the amount which it would have received and retained had no such deduction, payment or withholding been made.

2.6 Upon termination of the Contract the Client shall pay EARTH SCIENCES NZ for any work undertaken in whole or in part in performance of the Services (including any Deliverables developed in part but not yet delivered) plus any reasonable third party costs and expenses committed or incurred, up to the date of termination, and any other reasonable costs incurred by EARTH SCIENCES NZ because of the termination.

3 DELIVERY

3.1 Unless otherwise stated in writing by EARTH SCIENCES NZ, all times quoted for delivery of Services are estimates only and EARTH SCIENCES NZ shall not be liable for any loss or damage, direct or consequential, arising from failure to deliver on anticipated or estimated date for delivery.

3.2 The Client shall not be relieved of any obligation to accept or pay for Services by reason of any delay in delivery or performance by EARTH SCIENCES NZ.

4 RESERVATION OF TITLE

Ownership of any end product of the Services, including the Deliverables shall not pass to the Client until payment in full has been made and, if relevant, the payment has been honoured or cleared through the banking system to the credit of EARTH SCIENCES NZ's bank account.

5 INTELLECTUAL PROPERTY

All rights and related intellectual property (including without limitation patentable inventions, non-patentable processes or know-how, data, designs, illustrations, drawings and specifications and copyright) held by EARTH SCIENCES NZ at the commencement of the Contract, or created or developed by EARTH SCIENCES NZ as a result of the Contract or arising from the Services, shall belong to EARTH SCIENCES NZ unless otherwise agreed in writing by EARTH SCIENCES NZ in the Proposal.

6 PERFORMANCE; HEALTH & SAFETY; WATER SERVICES

6.1 In providing the Services EARTH SCIENCES NZ will use reasonable skill, care and diligence.

6.2 Except where figures or data incorporated in the Deliverables are specifically guaranteed in writing by EARTH SCIENCES NZ to be within specific tolerances, EARTH SCIENCES NZ accepts no responsibility for the figures or data being incorrect or incomplete.

Health & Safety

6.3 The parties are responsible for meeting their respective health and safety obligations at law and must as far as reasonably practicable consult, co-operate with and co-ordinate activities with each other and any subcontractors or other parties. Prior to the commencement of the Services, EARTH SCIENCES NZ may at its discretion, or shall if requested by the Client, provide the Client with its health and safety policies, procedures and requirements. The Client agrees to support EARTH SCIENCES NZ under its health and safety policies, procedures and requirements and comply with the New Zealand Health and Safety at Work Act 2015 in relation to EARTH SCIENCES NZ's provision of the Services.

6.4 If requested by EARTH SCIENCES NZ, the Client agrees to co-operate with EARTH SCIENCES NZ to prepare a site-specific health and safety plan for the carrying out and completion of the Services which appropriately addresses any safety hazards/risks associated with the Services. Both parties acknowledge that any steps taken by a party to identify risk and agree a site-specific health and safety plan will be undertaken co-operatively and in good faith and are not intended to result in an assumption by one party of the health and safety obligations of the other.

6.5 If either party identifies any hazard or risk associated with the carrying out and completion of the Services, that party must notify the other party of such hazard or risk as soon as practicable. In the event that EARTH SCIENCES NZ becomes aware of an unforeseen safety risk that is likely to affect EARTH SCIENCES NZ's ability to provide the Services, EARTH SCIENCES NZ will notify the Client as soon as practicable and the parties will consult in good faith to agree an appropriate extension of time, variation to the Services and/or variation to the amounts payable to EARTH SCIENCES NZ. The parties will ensure that any agreed changes or improvements to health and safety processes are implemented in a timely manner

6.6 If requested by either party, the parties will meet to review health and safety matters and/or following completion of the Services to undertake a review of compliance by the parties with their respective health and safety obligations.

Water Services

6.7 If the Client is a "drinking water supplier" for the purposes of the Water Services Act 2021 (the "**WSA Act**"), the Client acknowledges and accepts that it must exercise due diligence to ensure that it complies with any relevant legislative requirements.

6.8 In addition, the Client must:

1. Notify EARTH SCIENCES NZ whether or not it has a duty under the WSA Act;
2. Where the Client notifies EARTH SCIENCES NZ that it does have a duty under the WSA Act, the Client will:

a. Acquire, and have kept up to date both at the date of the Contract and during the performance of the Contract, knowledge of the supply of safe drinking water and other drinking water supply matters (as those terms are defined in the WSA Act);

b. Provide the following information in writing to EARTH SCIENCES NZ:

i. the nature of the relevant drinking water supply, its source water, a copy of its drinking water safety plan and its implementation, and the consumers the supply serves;

ii. any hazards and risks associated with the drinking water supply and its operation; and

iii. how it identifies, minimises, and controls or eliminate the hazards or risks as part of the operation of the drinking water supply (to the extent this is not set out in the water safety plan),

(together, the "**Water Safety Information**"); and

c. Ensure that it:

i. has available for use both at the date of the Contract and during the performance of the Contract, and uses, appropriate resources and processes to implement its drinking water safety plan;

ii. has at the date of the Contract and during the performance of the Contract, appropriate processes for

identifying and considering information regarding hazards and risk, and for responding to them; and

iii. has at the date of the Contract and during the performance of the Contract, and implements, processes for complying with any duty of the supplier under any legislative requirement.

For each of the matters set out in this clause 6.8.ci-iii, the Client must hold a reasonable belief that these matters are sufficient for compliance with the WSA Act, and must confirm in writing its adequate basis for that belief to EARTH SCIENCES NZ (which may include, for example approval by Taumata Arowai of its water safety plan).

6.9 In respect of the Water Safety Information:

1. EARTH SCIENCES NZ is under no obligation to provide the Services and Deliverables until the Water Safety Information is provided to EARTH SCIENCES NZ's reasonable satisfaction;
2. If the Water Safety Information changes during the term of the Contract, the Client must notify EARTH SCIENCES NZ as soon as reasonably practicable (and to avoid doubt, the updated Water Safety Information must also be reasonably satisfactory to EARTH SCIENCES NZ).

6.10 The Client acknowledges and agrees that:

1. While EARTH SCIENCES NZ has taken all reasonable steps to ensure the Client has complied with its obligations under the WSA Act, EARTH SCIENCES NZ relies on the Client to disclose the manner in which it complies with the WSA Act;
2. EARTH SCIENCES NZ is not acting or required to act as the Client's agent in respect of the Contract. EARTH SCIENCES NZ is only providing services to the Client and is not making representations that it is acting as agent. EARTH SCIENCES NZ is acting a principal in its own right, and as a result, EARTH SCIENCES NZ is not an agent of the Client for the purposes of the WSA Act;
3. The scope of Services and Deliverables to be provided by EARTH SCIENCES NZ is strictly limited to the Services and Deliverables set out in the Contract.

6.11 The Client indemnifies EARTH SCIENCES NZ (including its directors, officers, agents, employees and contractors) against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by EARTH SCIENCES NZ:

1. under the WSA Act in connection with the provision of the Services or Deliverables; or
2. as a direct or indirect result of:
   a. the Client's breach of its obligations under the clauses in the Contract relating to the WSA Act; or
   b. the Client's breach of any of its obligations under the WSA Act.

7 SAMPLES

7.1 EVIDENCE - If the measurements or other results of the required Services may be used in or form part of any legal dispute or legal proceedings the Client must notify EARTH SCIENCES NZ of this in writing prior to submitting Samples to the EARTH SCIENCES NZ laboratories, or as soon as the Client becomes aware of this following submission of the Samples. In these circumstances EARTH SCIENCES NZ reserves the right in its discretion to decline to undertake the Services and/or to immediately terminate the Contract.

7.2 HOT SAMPLES – The Client acknowledges that EARTH SCIENCES NZ's laboratory equipment is designed for extremely low-level naturally occurring background level non-enriched samples and only uncontaminated samples are acceptable, particularly for tritium or radiocarbon measurement. The Client warrants that any materials originating from the vicinity of nuclear installations or from tracer tests ("Hot Samples") will not be sent to EARTH SCIENCES NZ.

7.3 HUMAN REMAINS and ARTEFACTS - The Client warrants that the means of acquisition of any Sample containing human remains or artefacts was acceptable to the relevant descendant community, tribal or ethnic group, the acquisition has been consented to by all relevant persons and authorities and that all other cultural, ethical and legal requirements have been met and approvals obtained regarding the Services including the acquisition of the sample and the proposed analysis, dating or scientific investigation of the Sample.

7.4 OWNERSHIP – The Client warrants that any Sample is either the property of the Client or the Client is otherwise legally entitled to its possession and the Client is legally entitled to have the Services undertaken in respect of the Sample. The Client further warrants that any necessary border control (import and export) rules and regulations relating to the Sample have been complied with.

7.5 REMAINING MATERIALS- Unless a written request is received from the Client prior to completion of the Services or cancellation/termination of the Contract EARTH SCIENCES NZ has no obligation to return or release remaining materials or Samples. If requesting the return of remaining materials or Samples the Client must pay all costs of having the items returned or released and make all the required logistical arrangements. Failing this EARTH SCIENCES NZ may in its discretion and without further notice destroy, dispose of or otherwise deal as it sees fit with such Samples and materials following completion of the Services or cancellation/ termination of the Contract.

7.6 ENDANGERED FAUNA AND FLORA - EARTH SCIENCES NZ operates to the conditions of the Convention on International

Trade in Endangered Species of Wild Fauna and Flora ("CITIES"). The Client warrants that any Samples submitted to EARTH SCIENCES NZ containing materials included in the Appendices to the Convention must include the necessary CITES permits and/or certification. EARTH SCIENCES NZ reserves the right in its discretion to decline to undertake the Services and/or to immediately terminate the Contract if the required CITES permits and/or certification are not supplied.

8 LIABILITY

8.1 EARTH SCIENCES NZ excludes to the extent permitted by law all warranties, conditions, undertakings, inducements and representations either made by it or implied by law relating to the Services (except those made in the Contract).

8.2 The Client agrees that it is acquiring the Services for the purposes of a business as defined in the New Zealand Consumer Guarantees Act 1993. The provisions of that Act therefore do not apply to the Services.

8.3 Under no circumstances shall EARTH SCIENCES NZ be liable under or in connection with the Contact or in relation to the Services or the Deliverables for any consequential or indirect loss or damage whatsoever, including loss of profit, use or production, or for any punitive damages.

8.4 EARTH SCIENCES NZ's liability under or in connection with the Contract or in relation to the Services or the Deliverables in respect of any one claim, series of related claims and in the aggregate (whether in contract, tort or otherwise) shall be limited to a maximum amount equal to the amount paid or payable to EARTH SCIENCES NZ under the Contract.

8.5 The Client agrees that if EARTH SCIENCES NZ ever becomes liable to the Client in respect of misrepresentation, repudiation, breach of contract or any other matter to which the New Zealand Contract and Commercial Law Act 2017 relates, the Client's only remedy will be damages from EARTH SCIENCES NZ up to the maximum amount set out in clause 8.4.

8.6 If the Client uses the Deliverables for any purpose for which they were not intended or specifically commissioned, or makes them available to any third party except as specifically contemplated by the Proposal, the Client indemnifies and holds harmless EARTH SCIENCES NZ for any event arising from such use or supply.

8.7 Where the Client provides the Deliverables to any third party, the Client agrees to only provide those Deliverables with a third party liability disclaimer agreed in writing between the Client and EARTH SCIENCES NZ.

8.8 If in the course of EARTH SCIENCES NZ providing the Services EARTH SCIENCES NZ suffers any loss or damage directly or indirectly as a result of the Client's negligence, intentional misconduct, breach of the Contract or breach of any law, or through one or more Samples submitted containing tracer-level concentrations greater than natural background levels, the Client must pay EARTH SCIENCES NZ all reasonable costs, losses and expenses associated with such loss or damage.

9 MISCELLANEOUS

9.1 CONFLICT OF DOCUMENTS—If there is any conflict between the terms of any two or more of:

a. these terms and conditions; and/or

b. the Proposal; and/or

c. any other document that EARTH SCIENCES NZ and the Client agree forms part of the Contract;

the order of precedence shall be as set out in this clause 9.1. The Services and Deliverables are supplied under the terms of the Contract. Any Client terms and conditions stated in its sales order form, purchase order, delivery receipt, e-procurement system or elsewhere do not apply.

9.2 TERMNATION BY EITHER PARTY—Either party may terminate the Contract immediately by notice in writing to the other party if the other party ceases business, goes into liquidation, becomes insolvent, appoints a receiver or enters into a formal proposal for a compromise with its creditors under the New Zealand Companies Act 1993.

9.3 FORCE MAJEURE—A party is not liable for any breach if due to a cause reasonably beyond its control (a "**Force Majeure Event**") and it has used its reasonable endeavours to perform despite the cause. Force Majeure Event does not include lack of financial resources, strikes, lockouts or any other form of labour dispute. If a Force Majeure Event continues for more than fifteen (15) consecutive days, or for an aggregate of thirty (30) days in any six (6) month period either party may terminate this Contract immediately by notice in writing to the other party.

9.4 COVID-19—The parties acknowledge:

a. the existence of Covid19;

b. the impact of Covid19 on the timing or performance of a party or on any other aspect of this Contract cannot be predicted; and

c. agree that if a party becomes aware that its timing or performance or any other aspect of this Contract is, or may be, materially impacted by Covid19 in a manner not contemplated as at the date of this Contract, that party must promptly notify the other in writing and the parties will work in good faith to resolve that impact. If the parties have not agreed a legally binding resolution in writing within fourteen (14) days of notification, any impact on the timing or performance by a party of its obligations under this Contract caused by Covid19 and any response to Covid19

(such as mandatory travel restrictions and/or quarantine requirements not contemplated as at the date of this Contract) will be treated as a Force Majeure Event. The parties agree that the provisions of this clause 9.4 prevail in respect of the impact of Covid-19 and must be exhausted before applying clause 9.3 (Force Majeure).

9.5 PRESERVATION OF RIGHTS AND REMEDIES—Termination of the Contract or completion of the Services shall not affect:

a. either party pursuing whatever rights and remedies may be available to it under the Contract which accrued up to and including the termination or completion date; and

b. the provisions of the Contract which by their nature survive termination or the completion of the Services, including clauses 5 (Intellectual Property), 8 (Liability), 9.6 (Confidentiality), 9.9 (Disputes) and this clause 9.5.

9.6 CONFIDENTIALITY—All information supplied to EARTH SCIENCES NZ under the Contract by the Client that relates to the business affairs of the Client and is specifically identified as confidential at the time it is supplied will only be used for the purpose for which the information was supplied and will not be disclosed without the Client's written consent except:

a. to any of EARTH SCIENCES NZ's affiliates and professional advisers;

b. to any appropriate third party as necessary for the purposes of the Services;

c. if such information was already known to EARTH SCIENCES NZ, is in the public domain or has been legitimately received from a third party; or

d. as required by law, judicial process, obligation to Parliament or to a New Zealand Minister of the Crown.

9.7 ADDITIONAL COST—In the event of EARTH SCIENCES NZ incurring additional costs by reason of the Client failing to give EARTH SCIENCES NZ instructions or sufficient instructions pertaining to the Contract, or delivery of the Services or failing to fulfil other specified responsibilities to enable provision of the Services the price of the Services may be increased at the option of EARTH SCIENCES NZ to cover such additional costs.

9.8 ASSIGNMENT—The benefit of the Contract shall not be assigned by the Client without the prior consent of EARTH SCIENCES NZ in writing.

9.9 DISPUTES— Where a dispute arises, any party may give written notice to the other party outlining the dispute and requesting a formal meeting with a view to resolving it (“Dispute Notice”), in which case the parties will promptly attempt to resolve the dispute by consultation at the lowest practicable level of escalation. If the dispute has not been resolved within 10 days (or any longer period agreed by the parties) following receipt of the Dispute Notice, either party may refer the dispute to mediation by giving written notice to the other party. The parties will then agree on a person to act as mediator. In the absence of agreement as to the identity of a suitable mediator the matter will be referred to the President of the Arbitrators’ and Mediators’ Institute of New Zealand Inc., or that person’s delegated representative, to appoint a suitable mediator. The parties will agree upon a framework and process to advance mediation to a successful resolution. In the absence of agreement as to a suitable framework and process the mediator will determine the framework and process. A dispute that is not resolved by mediation, within fifteen (15) days (or such longer period as the parties may agree) of the appointment of a mediator, may be referred to the Courts by either party.

9.10 WAIVER—Any waiver by EARTH SCIENCES NZ of any rights arising from the Contract shall not be construed as a continuing waiver, or a waiver of other breaches of the same, or other terms of the Contract by the Client. No delay or forbearance by EARTH SCIENCES NZ shall be construed as a waiver of any EARTH SCIENCES NZ right.

9.11 PARTNERSHIP OR AGENCY—Nothing in the Contract shall create a partnership or agency between the parties.

9.12 ENTIRE CONTRACT—The Contract sets forth the entire agreement and understanding between the parties relating to the subject matter contained in the Contract and no modifications, or amendments, shall be effective unless made in writing and signed by the parties.

9.13 CONFLICT—Nothing in the Contract shall prevent EARTH SCIENCES NZ from providing the same or similar services to any other party.

9.14 PUBLICATION—To further scientific research and enquiry and without limiting the provisions of clause 5 EARTH SCIENCES NZ may publish in a generalised version the data and results, knowhow, ideas, concepts and other intellectual property created or developed from the Contract or arising from the Services provided that EARTH SCIENCES NZ may not disclose the name of the Client and shall keep confidential any confidential information under clause 9.6 relating to the business affairs of the Client.

9.15 GOODS—Where the supply of Services under the Contract includes the sale of goods to the Client or where the Contract is for the sale of goods references to "Services "and to "Deliverables" in these terms and conditions shall be read as also referring to any such goods supplied. EARTH SCIENCES NZ accepts no responsibility for any goods not being fit for any particular purpose or for their failing to meet stated performance figures and any statement as to performance, whether in writing or otherwise, shall not constitute a condition, warranty or representation.

9.16 PRIVITY—The provisions of the Contract shall not create any obligations enforceable at the suit of any person who is not a party to the Contract, whether under the New Zealand Contract and Commercial Law Act 2017 or otherwise.

9.17 LAW—The Contract shall be deemed to have been entered into in New Zealand and shall be governed by the laws of New

Zealand and the parties submit to the jurisdiction of the Courts of New Zealand.

9.18 COUNTERPARTS — The Contract may be executed in any number of counterparts, including scanned and emailed copies. So long as each party has received a counterpart or counterparts carrying the signatures of each of the other parties, the counterparts together shall constitute a binding and enforceable agreement between the parties.