

SCOPE OF ENGAGEMENT: QUOTE AND PROJECT SCOPE:

The Client engages GEOCIVIL to provide the services as described in the quote, email or job order form. The services, scope, and associated costs are based on the information provided and are fixed unless a variation to scope or timeline is agreed upon as per the SHORT FORM MODEL CONDITIONS OF ENGAGEMENT including specified clauses (2, 3, 9, and 10) and any noted variations.

ACCEPTANCE OF THIS QUOTE CONSTITUTES ACCEPTANCE OF GEOCIVIL'S SHORT FORM TERMS AND CONDITIONS. THE CLIENT CAN INDICATE AGREEMENT TO THESE TERMS THROUGH THE FOLLOWING METHODS:

- Submission of a Purchase Order or Job Order Form: Submission of a purchase order or completed job order form that references GEOCIVIL's terms will serve as acceptance of this Agreement and all associated terms.
- Signed Agreement: Signing and returning a copy of the quote or agreement will confirm acceptance of GEOCIVIL's terms.
- Email Confirmation: Written confirmation via email from the Client or an authorised representative indicating approval of the quote or job request will be considered acceptance of GEOCIVIL's terms.
- Verbal Agreement with Follow-up Confirmation: A verbal agreement made by the Client or an authorised representative, followed by written confirmation from GEOCIVIL (e.g., an email summarising the agreement), will constitute acceptance of these terms.
- A binding contract is formed upon GEOCIVIL's acceptance of the job request, purchase order, or signed quote. Any changes or cancellations by the Client after contract formation will be subject to GEOCIVIL's cancellation policy and may incur applicable fees. Payment terms and variations to project scope are governed by the SHORT FORM MODEL CONDITIONS OF ENGAGEMENT.

AUTHORISED REPRESENTATIVES:

GEOCIVIL may accept service requests from individuals authorised by the Client, including employees, contractors, or agents. Any requests from such representatives will be considered binding on the Client, who is responsible for ensuring that these representatives are duly authorised.

TRANSFER OF RESPONSIBILITIES:

The Client may not transfer or assign their responsibilities under this Agreement to any third party without obtaining prior written approval from GEOCIVIL. Any unauthorised transfer will constitute a breach of contract.

SCOPE OF ENGAGEMENT: QUOTE AND PROJECT SCOPE:

The Client engages GEOCIVIL to provide the services as described in the quote, email or job order form. The services, scope, and associated costs are based on the information provided and are fixed unless a variation to scope or timeline is agreed upon as per the SHORT FORM MODEL CONDITIONS OF ENGAGEMENT including specified clauses (2, 3, 9, and 10) and any noted variations.

SUPERSESION OF ORAL AGREEMENTS:

Once signed, this agreement, including the conditions and any attachments, will replace all prior oral agreements between the parties.

DEFINITIONS: IN THESE TERMS, UNLESS THE CONTEXT OTHERWISE REQUIRES:

- i. "GST" means goods and services tax as defined in the goods and services tax act 1985.
- ii. "Intellectual Property" means all intellectual property and associated rights and interests (including common law rights and interests) of any kind anywhere in the world whether or not registered or able to be registered including copyright, patents, trademarks, trade names, service marks, know how, trade secrets and techniques, urls, websites, internet addresses and telephone numbers, design application and rights and algorithms.
- iii. "Price" means the total amount payable by you for the services including all delivery costs (including freight and carriage by any means), import/export costs, insurance costs, and any other fees, surcharges, or other charges payable by you.
- iv. "Price list" means the current list of prices for our services which will be quoted to you by GEOCIVIL.
- v. "Services" means any services provided by us to you and includes without limitation any related or associated services, fees or charges from us to you.
- vi. "Terms" means these terms of trade (as amended from time to time).
- vii. "We", "Us", "Our" and "GEOCIVIL" means GEOCIVIL LIMITED, New Zealand registered company no. 101198, and its agents, successors or assigns.
- viii. "You" and "Your" means the person(s) or entity(ies) named as the customer on the quote.

ASSUMPTIONS AND LIMITATIONS:

In addition to GEOCIVIL standard terms and conditions, the offer of service is subject to specific assumptions and limitations, as outlined below:

- A. SITE ACCESS AND PREPARATION: The Client is responsible for arranging access to the site and preparing specific locations as required for equipment setup and personnel.
- B. Known site hazards, including contaminated areas, must be identified by the Client before any work begins. GEOCIVIL LIMITED assumes no liability for unforeseen hazards discovered on-site and has made no allowances for delays or additional costs related to controlling unanticipated risks.
- C. TRAFFIC MANAGEMENT, CONSENTS, AND PERMITS: The Client is responsible for arranging all traffic management, consents, and permits unless otherwise agreed in writing.



- D. IDENTIFICATION OF UNDERGROUND SERVICES: The Client must ensure that all underground services are clearly marked before GEOCIVIL work begins. If GEOCIVIL LIMITED is requested to organise underground service locations, this will be charged at an hourly rate plus any subcontractor fees. GEOCIVIL LIMITED accepts no responsibility for damage to underground services unless it is due solely to GEOCIVIL negligence.
- E. SITE SAFETY INDUCTIONS: If GEOCIVIL LIMITED personnel are required to attend site-specific safety or similar inductions, the time spent will be billed at GEOCIVIL standard hourly technician rate.
- F. STANDBY RATES FOR DELAYS: Standby rates will apply for any delays on-site that are outside GEOCIVIL control. These will be invoiced at the standard hourly rates.
- G. DISBURSEMENTS: Disbursements, including materials, travel, and third-party service fees, are additional to standard rates and will be invoiced separately as incurred.
- H. OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY: All data, reports, and intellectual property generated as part of GEOCIVIL services remain the property of GEOCIVIL LIMITED until full payment is received. The Client must handle and store any data or reports provided by GEOCIVIL LIMITED in a secure manner, in compliance with applicable data protection regulations. The Client must not use GEOCIVIL identifying information or proprietary data in any AI, machine learning, or predictive analysis processes without GEOCIVIL explicit written consent. GEOCIVIL LIMITED retains the right to enforce data ownership and intellectual property rights until all outstanding payments have been settled.
- I. SAMPLE RETENTION AND DISPOSAL: All samples will be retained by GEOCIVIL LIMITED until the final report is sent to the Client. If the Client wishes to have samples returned, a written request must be submitted prior to the report completion date. If no request is received, samples will be disposed of according to GEOCIVIL standard protocols. Each lab test will include a small charge for storage and sustainable disposal.
- J. ADVANCE PAYMENT OR DEPOSITS: GEOCIVIL LIMITED reserves the right to request advance payment or a deposit prior to commencing services. Services will not begin until this payment is received.
- K. PROJECT VARIATIONS: Any changes requested by the Client that alter the scope, timing, or resources required for the project will be treated as variations. GEOCIVIL LIMITED will notify the Client of any resulting cost implications and will require written confirmation before proceeding with the variation.
- L. CANCELLATION POLICY: If the Client cancels the project after commencement, a cancellation fee covering all costs incurred up to that date may be charged. This fee includes, but is not limited to, labour, materials, and administrative expenses. For laboratory tests, if the Client cancels after sample logging and processing have commenced, a cancellation fee may be charged. This fee covers costs for sample logging, preparation, disposal, and any time spent up to the cancellation point, with exact amounts based on the processing stage.
- M. LATE FEES AND INTEREST: A minimum late fee of \$50 (or 2% of the overdue amount, whichever is greater) may be charged on all overdue invoices. Interest may be charged in addition to this fee, starting from the due date until full payment is made (section 8).
- N. GOVERNING LAW AND JURISDICTION: This Agreement is governed by the laws of New Zealand, and both parties agree to submit to the jurisdiction of New Zealand courts.

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. The Client and the Consultant agree that where all or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services. However, nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.





8. All amounts payable by the Client shall be due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.

9. Where the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.

10. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.

11. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

12. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.

13. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.

14. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.

15. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.

16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New Intellectual Property. The Clients' rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.

17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.

18. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.

19. The Parties shall attempt in good faith to settle any dispute themselves but failing that by mediation.

20. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

I/We, the Customer, confirm that we have read and understood the Terms and Conditions. We accept and agree to these Terms on behalf of the Customer and, where applicable, on behalf of ourselves as authorised representatives.

--	--	--

Signature:

Name:

Date:

