

ARL Terms of Engagement

Scope of these terms

1. ARL is a unit of Ravensdown Limited (“**Ravensdown**”). In these terms “**ARL**” means Ravensdown Limited trading as the ARL unit. The customer named on this agreement (the “**Customer**”) is the person, persons or organisation that has engaged ARL to complete the Services. ARL does not owe any obligation or liability to any person other than the Customer unless otherwise agreed by ARL in writing.
2. These Terms apply to all services, work and documentation provided to the Customer from time to time by or on behalf of ARL (in these Terms, the “**Services**”). ARL may vary these Terms from time to time by giving written notice to you. Any varied terms will apply to the provision of all Services after such notice is given.
3. Ravensdown’s standard Terms of Trade form part of this agreement. A copy of Ravensdown’s standard Terms of Trade, as updated from time to time, is available on Ravensdown’s website at www.ravensdown.co.nz. Where there is any conflict or inconsistency between these terms of engagement and Ravensdown’s standard Terms of Trade, these terms of engagement will prevail.
4. By submitting samples to ARL for analysis you are deemed to have accepted these Terms in respect of all Services provided in connection with those samples.

Provision of services

5. ARL will use its reasonable skill, care and effort in supplying all Services to you, and will use its reasonable efforts to supply all Services by any delivery date(s) agreed in writing in a timely and efficient manner. However, ARL will not be liable for any delay or non-performance in supplying Services to you.
6. ARL is not liable for any loss, damage, claim, liability, expense or disadvantage of any form suffered by the Customer or any third party arising in any way from the Services, whether in contract, tort including negligence, statute or otherwise. If, despite this clause, ARL is found to be liable, ARL’s maximum aggregate liability in relation to all claims, damages, liabilities, losses or expenses in aggregate, whether in contract, tort including negligence, statute or otherwise, shall be a maximum of four times the fee paid by the Customer for the relevant Services.
7. ARL accepts no responsibility where any person alters, misuses or misrepresents any work or advice produced by ARL including as part of the Services.
8. Delivery of all Services is deemed to be completed when a final test report is issued via email, post or through Ravensdown online services.
9. Standard method of delivery for all test reports is via email or Ravensdown online services provided that the Customer has agreed to email communications from Ravensdown. Customers should contact ARL if they require a hard copy of test reports or wish to change their communication preferences.
10. Test reports will not automatically include the date and time testing was performed. If you require this information for your records, please notify the ARL Quality Manager.
11. In the process of undertaking a routine sample test, data about specific parameters in the sample may be collected which has not been requested by the Customer. This information will not show on the test report but will be stored in ARL’s systems. ARL will keep this information confidential in accordance with clause 22 below.
12. Within 14 days of service delivery the Customer must advise ARL of any errors or defects in the Services provided.
13. ARL takes no responsibility for the sampling conditions and storage of samples before they arrive at ARL’s laboratory. Customers are responsible for providing true and accurate information regarding sample times and storage (where applicable).

Price

14. The price of all Services will either be as quoted by ARL to the customer or at ARL’s standard charges for Services at the time of completion of the relevant Services. Prices quoted on submissions forms are indicative only, and up to date pricing lists are available at www.ravensdown.co.nz or by calling 0800 100 668.
15. All prices set out in quotes or on pricelists exclude GST, which is payable by the Customer at the same time as the price for the Services.
16. A 10% discount is applied to ARL services for Ravensdown shareholders, and a further 1.5% discount is available to customers who pay by direct debit. These discounts do not apply to cash sales.
17. ARL may withdraw any quote before it is accepted by the Customer, and all quotes are valid only until the expiry date provided by ARL.
18. The Customer agrees to pay for the Services as requested on the submission form. Once samples are received at ARL’s laboratory any cancellations/changes at the request of the Customer will be at the discretion of ARL.

Payment

19. Payment for all Services is due on the 20th day of the month following the date of ARL’s invoice, unless other payment terms have been arranged with ARL.
20. Where the customer does not have a Ravensdown credit facility they are able to make payment through eftpos at the ARL laboratory, or through bank transfer payment. ARL is not able to accept cash payments. In these cases payment must be made at the time samples are submitted to the laboratory.
21. ARL reserves the right to require that payment in full be made in advance for any Services, or prior to the release of any results, and may refuse to undertake any further Services without pre-payment and/or may require you to fill in a credit application prior to your results being released.

Confidentiality

22. Test results will be the property of the Customer in accordance with the submission record. Customer results will not be given to a third party outside of ARL/Ravensdown without authorised permission from the Customer except in the following circumstances:
 - 22.1. where required under the Drinking Water New Zealand standards;
 - 22.2. where required under MPI regulations (MPI RLP samples only) or the regulations of any successor to MPI; or
 - 22.3. if required as part of a legal or regulatory investigation.

General

23. These terms of engagement and any other agreement we have with you are governed by New Zealand law and are subject to the exclusive jurisdiction of the New Zealand courts.