

Testing Services Guide

Why DTS

DTS have been proudly supporting the food industry for over 60 years, with laboratories in Melbourne, Sydney and Brisbane.

DTS is Australia's leader in dairy and food testing. We offer comprehensive analytical services, supported by extensive accreditations and expertise. DTS can also offer wider assurance services through our strategic partners to support our vision of being the trusted partners in quality.

Efficient delivery of results

DTS is committed to customer service. Our seven days a week operation allows same day start for most samples requiring microbiological testing and shortens the test turnaround time for many routine chemistry tests.

The progress of all samples can be tracked to completion via a user-friendly web-enabled service. For your convenience, DTS can deliver your test results in a variety of formats including a specially tailored LIMS interface, email or hardcopy. A web interface option is available to clients for direct online sample registration where daily sample volumes are very high.

A reputation for quality and precision

Since its establishment in 1954, DTS and our staff have taken pride in the quality of our services and the protocols governing and supporting our operations.

Today, DTS has expertise in more than 1500 active analytical methods and access to other methodologies through its strategic partnerships. DTS can provide most food industry testing that is required using Australian Standard Test Methods, customer developed analytical methods or validated in-house methodologies based on recognised peer reviewed methods. Any in-house methods at DTS are designed, developed and validated to the highest standards.

This is also reflected in DTS' maintenance of continuous NATA accreditation since 1961 and in the provision of expert technical assessors by DTS to NATA in a broad range of testing fields.



Requesting Retests

Unless otherwise agreed in a Service Level Agreement, retests will take place only after instruction in writing by the customer. For prompt and efficient management of retest requests, correspondence must be emailed to:

Melbourne

E clientservices@dtsfoodlabs.com.au

Brisbane

E csq@dtsfoodlabs.com.au

Sydney

E csn@dtsfoodlabs.com.au

For Microbiology analysis retests, a new sample will be required – retention samples will not be retested as this is not a technically robust practice.

For Chemical analysis retests, the sample will be examined to determine if it is in good physical condition for the test in question prior to proceeding. As a general rule, non-perishable samples can be retested within the normal retention periods. If there is evidence of sample deterioration or there is insufficient quantity for testing, a new sample will be requested.

Retesting, if performed on the retention samples, will only be done where a representative sample can still be taken and the test involved is not one that would be compromised by any altered physical state.

For the following chemical analyses, a new sample will be required as the analyte breaks down with storage time:

- Dissolved Oxygen
- BOD
- Peroxide Value

Where GMO analysis retests are requested, clients will be asked to provide additional sample or individual ingredients if required. The retention sample will only be used if it is has not been compromised and sufficient quantity remains.

Where Allergen retests are requested, clients will be asked to provide additional sample or individual ingredients if required. If results are unexpected, alternate kits and methodology can be employed for the retest as a comparison. The retention sample will only be used if it is has not been compromised and sufficient quantity remains.

Hours of Operation

BUSINESS UNIT	MELBOURNE	SYDNEY	BRISBANE
Office*	M-F 8am-5pm	M-F 8am-5pm	M-F 8am-5pm
Sample Registration	M-F 6.30am-5.30pm S-S 7.30am-10am	M-F 8am-5pm S-S 9am-5pm	M-F 7.30am-4.30pm
Microbiology	7 days 8am-6pm	M-F 8am-5pm S-S 9am-5pm	M-F 7.30am-6pm S-S 8am-2pm
Chemistry	7 days 8am-5pm	N/A N/A	N/A N/A
GMO	M-F 8am-5pm	N/A N/A	N/A N/A
Allergens	M-F 8am-5pm	N/A N/A	M-F 7.30am-4.30pm

* Administration, Accounts, Sales, Client Services & Logistics (sample pick-ups and consumables supply)

Responsibility for Interpretation of Results

It is the responsibility of the client to determine the significance of the results provided by DTS. This includes assessing internal quality management systems and the sampling plan used.

Please note that additional samples are registered under a different project number to the original samples.

Turn Around Time Policy

DTS operates a standard turnaround time policy as follows:

Microbiology

Length of test plus 24hr period to cover registration and reporting. This takes into account the variety of times across the day that samples are received and allows for daily volume movements.

Chemistry

Ten (10) calendar days on most analysis and up to 15 calendar days for more complex analysis and subcontracting, unless specified in the Service Level Agreement.

GMO/Allergens

Five (5) working days unless specified in the Service Level Agreement.

Priority Service (for non Microbiological testing)

This service may be available depending on test combination and sample numbers, please discuss with your account manager or the Client Services contacts.

Emergency

This service requires the allocation of resources and amendments to the existing work schedules. We recommend 24 hours' notice of arrival of samples through your account manager or DTS Client Services contacts for an optimum outcome. For most routine tests in small/moderate numbers with minimal sample preparation, samples will commence the same day if received before 12pm Mon – Fri. Otherwise samples commence within 24hrs of receipt.

Clients may be asked to advise a priority order for tests and/or samples if sample numbers exceed 20 and/or many tests are required. Result turnaround time comprises one day for receipt/registration/preparation plus length of test (usually 1-3 days depending on test). This service attracts a surcharge of 200% on top of the test cost.

Urgent

Our urgent service enables samples to commence within three working days of receipt plus the length of the test (next scheduled batch). This service attracts a surcharge of 50% on top of the test cost.

Sample Pick Up

DTS have refrigerated vans servicing our client's sample logistics requirements Mon–Fri, in Melbourne and Brisbane, with both ambient and refrigerated compartments. Elsewhere clients can be permitted to use DTS' Commercial Courier Accounts to facilitate efficient and cost-effective pickup and delivery of samples. Fees are negotiable depending on circumstances and location.

Please contact your DTS account manager or Logistics to discuss the best options for your situation.

Contact and Support

Microbiology Client Services – Melbourne Lab

E clientservices@dtsfoodlabs.com.au
P 03 8378 2553

Chemistry Client Services – Melbourne Lab

E clientservices@dtsfoodlabs.com.au
P 03 8378 2552

Client Services – Brisbane Lab

E csq@dtsfoodlabs.com.au
P 07 3392 8222

Client Services – Sydney Lab

E csn@dtsfoodlabs.com.au
P 02 8007 7441

Consumer Complaints/Food Forensics

E ldavies@dtsfoodlabs.com.au
P 03 8371 7647

Sample Pick Up (Logistics)

E logistics@dtsfoodlabs.com.au
P 03 8371 7670

Sales/Account Enquiries

E sales@dtsfoodlabs.com.au
P 03 8371 7600

Accounts Receivable

E accountsreceivable@dtsfoodlabs.com.au
P 03 8371 7600

Data and Results Management

DTS Live allows secure online access to your account. You can view and analyse your data and out of spec. information, reprint Test Reports, view budgeted spend and trend analyses reports. Preliminary reports are distinguished from final reports to assist client decision-making on any actions being considered. DTS does not recommend acting on preliminary data. Please contact Sales or Client Services to discuss your reporting requirements.

Health, Safety and the Environment

For health and safety reasons, DTS requires that all samples received are undamaged. If the sample could pose a risk to health, equipment or the environment prior notice and written advice should be supplied with the sample. Soil, waste, dangerous or hazardous samples must be notified and agreed by DTS before sending.

Sample Registration and Sample Receipt Advice

DTS have state of the art laboratories in Melbourne, Sydney and Brisbane. To ensure that sample integrity and workflows remain robust and efficient we request that separate samples are sent for Microbiology, Chemistry, GMO and Allergens wherever feasible. Otherwise sub sampling fees may apply and testing may be delayed by a day.

DTS can advise of sample receipt by automated email after samples have been registered on our LIMS. Please contact Client Services should you wish to enable this option.

Sample Submission Forms

Sample Submission forms will be provided by Sales or Client services. Please contact them to discuss your testing requirements in detail. If the DTS Sales Team have provided you with a system generated quotation for your project, then print and submit that quotation as your sample submission form if your sample is non-hazardous.

DTS also offers a pre-registration system using Barcodes and excel Spreadsheets for added accuracy and efficiency in registration and testing. Sales and Client Services can advise on whether this may be a good option for your business.

Specifications

Many test variations, methods, and reporting units are available. Information provided to our Registration Teams must be clear, well defined and not open to interpretation. It is important for Clients to confirm any specific methods that are required, the required reporting units, and expected ranges/specifications for all test/matrix combinations to ensure optimum outcomes.

DTS can supply a template so that this information can be shared. This helps hardcode the customer's requirements into our system and reduces potential delays. Absence of this information may cause delays and lead to retests where extra charges may apply.

Limits of Reporting/Test Sensitivity

DTS needs to be advised if special reporting sensitivities are required. Clients should first check with our Client Services team to ensure that your requirements can be met, otherwise the analysis will be performed to accepted limits for the test.

In some circumstances sample matrix interference or insufficient sample may impact on meeting the required reporting limits or sensitivity.

Report formats, Report Variations and Re-reporting

Our systems establish a streamlined workflow; variations to this may require special instruction either through contacting our Client Services team or on the Sample Submission form. Numerous amendments and changes to the original report may incur extra fees.

Reports (certificates of analysis) are generated directly from the DTS LIMS and will be sent electronically to a specified email address. The provision of hard copy reports may incur a fee.

Sub-sampling and Compositing of Samples

A sample is defined as a single unit or item for testing. Where multiple samples are combined and tested together as one sample, this will be termed a composite. Where multiple samples are taken from a single unit, these will be termed replicates. The terms composite and replicate will appear on the final reports as applicable.

Composite fees and apply per sample; this will be quoted at the time of the enquiry.

A limit on the number of samples that can be composited will be determined as per current microbiological reference guidelines.

Subcontracting

For specialised or non routine testing DTS may need to submit samples to an external laboratory. This may affect turnaround time depending on the test and where the external laboratory is situated. We recommend contacting Client Services to discuss your expectations/requirements (our subcontracting policy is to use NATA or equivalent laboratories).

Subcontracted testing fees may change at any time due to changes in the DTS cost base, triggered by the subcontractor issuing a new Fee Schedule to DTS.

Subcontracting fees may also change due to significant movements in the \$AU to \$US exchange rate where overseas subcontractors invoice DTS in \$US.

Sample Storage and Disposal

DTS stores samples for a defined period after testing regardless of perishability and quantity remaining. The storage times below are a guide, but these may vary according to available space.

Chemistry

- Perishable stored for seven (7) days after reporting of results
- Shelf stable stored for four (4) weeks after registration

Microbiology

- Perishable stored for 11 days after reporting of results
- Shelf stable stored for four (4) weeks after registration

Please advise Client Services via a Sample Request Form if an extended storage time is required, otherwise samples will be disposed after the initial sample storage period.

Storage Trial Policy

The demand for storage trial-related projects in the food industry continues to grow and DTS are well placed to assist our customers and the industry alike in performing these studies.

Given the commercial importance of such projects DTS has a system to ensure that both customer and DTS requirements are fully understood, documented and controlled throughout the project.

Features of the DTS process for handling storage trial-related projects are:

1. To ensure that all requirements are achievable, understood and documented DTS will require **one week's notification** of a project related to storage trial of food, to give us an opportunity to review client objectives, confirm fee structures and budget estimates, and conduct some forward planning.
2. The new process DTS will use to respond to requests for storage trial-related projects will contain the following elements:
 - Feasibility study that will consider and summarise all essential aspects
 - Draft project overview for preliminary discussion including cost elements
 - Confirmation of storage capacity and controlled conditions available at DTS
 - Feedback or suggestions to enhance the project
 - Request for more information/additional research as required
 - Final Blueprint for the project including fully itemised Budget Estimate, to be approved by the customer before proceeding

3. If DTS are not able to assist in the storage of samples for trials, alternative options are:

- Customer stores the samples elsewhere and sends them to DTS for analysis at each agreed time point
- If the client cannot send samples to the laboratory, DTS can organise the collection and transport of samples to DTS' laboratory at each time point
- Use an alternative service provider in the short term if DTS has insufficient storage capacity/conditions available.

Available controlled storage temperatures at DTS are 4°C, 7°C, limited 30°C, 37°C and 55°C, ambient & frozen. Available workspace will vary depending on work in process at any time so it is always good to discuss this at the time of the feasibility study.

Supply of Consumables

Due to the high demand for this service there is a need to ensure that all enquiries are managed in an efficient and prompt manner.

Unless otherwise agreed in an Order for the Provision of Services the supply of consumables will be charged at the advertised rate plus courier/postage costs to deliver as outlined on the consumables order form. To ensure that you receive a timely delivery of consumables we require up to five working days' notice to fulfil and dispatch the order. Our Logistics Team will contact you to discuss consumables that will take longer than five days to dispatch.

A consumables order form can be requested through orders@dtsfoodlabs.com.au or on our website www.dtsfoodlabs.com.au. After completion of the order form please email to orders@dtsfoodlabs.com.au.

For consumable supply outside the scope of our limited range DTS can suggest suppliers that may assist. Please contact Logistics at logistics@dtsfoodlabs.com.au for further information.

Pricing

Prices are quoted as ex GST and are usually valid from 1st July to the 30th June when DTS performs its annual midyear review. Subcontracted pricing can change as this is outside the control of DTS.

The services are provided in accordance with DTS' terms and conditions, as outlined in this document..

Quotations are valid for 30 days from the date of issue.

Order for the provision of services

1. Parties

Dairy Technical Services Ltd, ABN 30 004 319 171 of
Unit 3, 63-71 Boundary Road, North Melbourne, Vic, 3051, trading as DTS Food Laboratories

and

Name: _____ (The **Customer**)

ACN/ABN: _____

Address: _____

Email: _____

Contact Person: _____

2. Introduction

The Customer wishes to engage DTS to carry out the services set out below and DTS agrees to do so in accordance with the Terms and Conditions for the Provision of Services.

3. Contract details

1	Order for Services	[describe tests to be carried out as a one-off and /or on an ongoing basis for the Customer e.g. Microbiological/Chemical Testing and if applicable delivery of Samples to and/or from DTS]
2	Fees	[as quoted by DTS]
3	Information	As provided by the Customer and in any completed Sample Submission Form.
4	Proposed Timeframe	[insert proposed timeframe]
5	Special Terms and Conditions	[insert or attach schedule of any additional terms and conditions that arise as a result of negotiation of transactions with individual Customers]

The Customer acknowledges it has read the DTS Terms and Conditions of Provision of Services, and has agreed to be bound by those Terms.

Executed as an agreement

Signed for and on behalf of **Dairy Technical Services Ltd** by being signed by its duly authorised officer:

Signature: _____ Position: _____

Full Name: _____ Date: _____

Signed for and on behalf of the **Customer** by being signed by the Customer or its duly authorised officer:

Signature: _____ Position: _____

Full Name: _____ Date: _____

DTS Terms and Conditions for the provision of services (“Terms”)

I. Definitions and interpretation

In these Terms:

1.1 “Confidential Information” means:

- 1.1.1 all trade secrets and all financial, marketing and technical information, ideas, concepts, know-how, technology, processes and knowledge which is confidential or of a sensitive nature owned by a party;
- 1.1.2 any information that a party claims is confidential to itself; and
- 1.1.3 in the case of the Customer includes the information in the Test Results, but does not include information which:
- 1.1.4 is already in the public domain or becomes part of the public domain otherwise than as a result of an unauthorised disclosure by the other party; or
- 1.1.5 is independently developed or rightfully known by the other party.

1.2 “DTS” means Dairy Technical Services Ltd (ABN 30 004 319 171) of Unit 3, 63-71 Boundary Road, North Melbourne, Vic, 3051, trading as DTS Food Laboratories.

1.3 “Fees” means the estimated fees for the provision of Services including cancellation or additional fees or charges as detailed in the Quotation or in the absence of a Quotation by reference to DTS’ then current price list.

1.4 “Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.

1.5 “NATA” means the National Association of Testing Authorities which is the authority responsible for the accreditation of laboratories and testing providers throughout Australia.

1.6 “Order” means an order to DTS for the Services in the approved form, including any and all subsequent orders and variations of a previously received order consisting of a description of the testing or analysing services (whether or not constituted by a completed Sample Submission Form).

1.7 “Personal Information” means “personal information” as defined in the Privacy Act.

1.8 “Privacy Act” means the *Privacy Act 1988* (Cth), as amended from time to time.

1.9 “Quotation” means a quote in writing for Services provided by DTS upon receipt of an Order or variation of an Order from a Customer.

1.10 “Reports” means any information, advice, Test Results, recommendations or other content of any reports, presentations or other communications DTS provides to the Customer.

1.11 “Samples” means the samples the Customer supplies to DTS for testing from time to time.

1.12 “Sample Submission Form” means the submission form provided to the Customer by DTS.

1.13 “Services” means the testing and/or analytical work to be carried out by DTS for the Customer including the transporting of Samples.

1.14 “Special Terms and Conditions” means, if applicable, any special terms and conditions listed in the Contract Details of an Order accepted by DTS.

1.15 “Test Results” means the results of the Services being the tangible items provided and the information contained in them.

1.16 “Third Party Sourced Products” means all products supplied to the Customer that are sourced from third party suppliers and manufacturers.

2. Application

2.1 All Orders sent to DTS are sent subject to these Terms. The sending of a Sample to DTS shall constitute acceptance by the Customer of these Terms and confirmation of the Quotation.

2.2 These Terms, together with the Order and the Quotation contain the whole of the agreement between DTS and the Customer with respect to its subject matter and supersedes any and all other representations or statements by either party, whether oral or in writing and whether made prior or subsequent to the date of the Order or the Quotation.

2.3 These Terms shall apply to the entire exclusion of any other terms or conditions which may be proffered by the Customer which but for this provision DTS would or might otherwise be regarded as having accepted or agreed to be bound by such other terms and conditions.

2.4 In the event of any inconsistency between these Terms, an Order and a Quotation, the parties agree that the Terms, an Order and a Quotation shall have the following order of precedence to the extent of any inconsistency:

- 2.4.1 any Special Terms and Conditions;
- 2.4.2 the Quotation;
- 2.4.3 the Terms; and
- 2.4.4 the Order.

3. Orders

3.1 If the Customer requests DTS to provide it with Services, it must place an Order with DTS. Each Order must contain the following information:

- 3.1.1 an order number;
- 3.1.2 the name of a person authorised to place the Order;
- 3.1.3 an email or postal address to which reports of results, invoices and statements should be sent;
- 3.1.4 a clear description of the material to be analysed or tested; and
- 3.1.5 a clear description of the nature of the test(s) to be performed or attribute(s) to be analysed.

3.2 Upon receipt of an Order, DTS shall send the Customer a Quotation for the Services described in the Order. A Quotation may be subject to the provision of further and/or better information or Samples from the Customer. DTS may refuse to accept an Order placed by a Customer without providing the Customer with a reason.

4. Quotations

4.1 Subject to clause 4.3 and unless stated otherwise, all written Quotations are valid for 30 days from the date they are made.

4.2 Any verbal quotations made by DTS staff are subject to written confirmation and are not Quotations for the purposes of these Terms until they have been confirmed in writing.

4.3 DTS may withdraw a Quotation by giving the Customer notice at any time prior to DTS receiving the relevant Sample that Quotation relates to.

5. Samples

5.1 The Customer must ensure that all Samples provided to DTS have the following information on its packaging:

- 5.1.1 the name, address and telephone number of the Customer and a technical contact person employed by the Customer;
- 5.1.2 an order number;
- 5.1.3 a description of the nature of the Sample; and
- 5.1.4 any safety hazards or special procedures relevant to the handling, testing, storage, transport and disposal of the Sample or other material contained in the package.

5.2 Where the Customer fails to send Samples in accordance with clause 5.1 and to provide the appropriate type or quantity of Samples necessary to enable DTS to perform the Services, additional fees may be incurred as described in the Quotation.

5.3 DTS may refuse to conduct any test where DTS decides in its absolute discretion that the test may pose a safety or health hazard.

5.4 The Customer must supply Samples for testing that are representative of the product or material to be tested and/or analysed.

5.5 Unless otherwise agreed in writing, DTS is not obliged to return any information or Samples to the Customer and is entitled, in its absolute discretion, to store, destroy or dispose of information and Samples provided to it by the Customer.

5.6 Where DTS has not been engaged to transport Samples to and/or from DTS the Customer:

- 5.6.1 must organise and pay the costs of transporting the Samples to and from DTS; and
- 5.6.2 shall bear all risk of loss or damage of the Samples while in transit.

6. Cancellations and variations

6.1 The Customer may cancel an Order at any time before the date DTS receives the Sample corresponding to the Order by notifying DTS in writing. Any cancellation of an Order not in writing or in writing but made on or after the date DTS receives the Sample corresponding to the Order may be subject to a cancellation fee as described in the Quotation.

6.2 The Customer may request in writing a variation of an Order after the Sample has been received by DTS. DTS is not obliged to accept any variation request. DTS will only accept a variation by a variation request in writing.

6.3 Where the variation of an Order is accepted by DTS in accordance with clause 6.2 it may be subject to additional fees. DTS shall provide the Customer with a Quotation for the varied Order stating any additional fees. The Customer must accept this Quotation within 5 days of receipt.

7. Use of reports

Third parties must not use or rely on the advice and Reports provided by DTS, except to the extent approved by DTS in writing.

8. Payment

8.1 Unless otherwise expressly stated, all Fees quoted by DTS are exclusive of GST.

8.2 The Fees including any additional fees arising pursuant to clauses 5.2 and 6.3 must be paid within two days of DTS' acceptance of the Order for the Services and before release of the Test Results to the Customer, unless the Customer is an "Account Customer". An "Account Customer" is a Customer who has had its application for credit, which has been approved by DTS.

8.3 DTS shall invoice the Account Customer weekly for all amounts payable to DTS.

8.4 The Account Customer must pay the full amount of each invoice within 7 days of the date of the invoice.

8.5 If the Account Customer defaults in paying any invoice under these Terms, DTS may (in addition to any other rights):

- 8.5.1 suspend provision of the Services including withholding the release of Test Results; and/or
- 8.5.2 retain any payments already made, sufficient to recover any and all costs incurred by DTS; and/or
- 8.5.3 charge interest calculated from the due date for payment to the actual date of payment of any amounts owing to DTS at the penalty interest rate fixed under section 2 of the *Penalty Interest Rate Act* (Vic) 1983.

9. GST

9.1 The consideration payable for any taxable supply made by one party to the other party under these Terms is expressed as a GST-exclusive amount, unless it is specifically referred to as GST-inclusive.

9.2 In addition to any consideration payable by one party to the other party under these Terms, the party liable to pay the consideration must pay to the other party an amount equal to the GST imposed on each taxable supply, if any, by the party liable to remit GST in respect of that consideration on the earlier of the following:

- 9.2.1 the date the consideration is payable under these Terms; or
- 9.2.2 if the liability for GST arises on the happening of some other event – within 7 days of a written request by the party liable to remit GST, for payment of the GST.

9.3 The written request made by the party liable to remit GST under clause 9.2.2 may be in the form of a tax invoice or adjustment note.

9.4 If a party (the "payee") is required to reimburse or indemnify the other party (the "payer") for an amount on which the payer must pay GST, the payee must reimburse or must indemnify hold harmless and keep indemnified the payer for the amount plus all GST (except any GST for which the payer can obtain an input tax credit).

9.5 A party is not required to pay an amount equal to the GST imposed on any supply under these Terms until it receives a tax invoice or adjustment note for the supply to which the payment relates.

10. Passing of Title

10.1 Ownership of all property rights (other than Intellectual Property Rights) in and to the Test Results shall only pass from DTS to the Customer upon receipt by DTS from the Customer of all Fees and charges payable pursuant to these Terms.

10.2 No Intellectual Property Rights are granted or assigned by one party to the other party pursuant to these Terms or as a result of DTS providing the Services to the Customer.

10.3 The Customer is not entitled to rely on any Test Results until it has paid all Fees that relate to the particular Test Result and then only to the extent permitted pursuant to these Terms.

10.4 DTS grants the Customer a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence to use, copy and exploit materials provided to the Customer under these Terms.

11. Warranties

11.1 The Customer warrants and represents as an essential term that:

- 11.1.1 it is the owner of the Samples provided by it to DTS;
 - 11.1.2 it is the owner or licensee of all Intellectual Property Rights in and to all information (including any Intellectual Property Rights in the Samples) provided by it to DTS and that use by DTS of that information and performance of the Services by DTS shall not infringe the Intellectual Property Rights or moral rights of any third party;
 - 11.1.3 the Samples and other material supplied to DTS are safe to be handled, tested, stored, transported and disposed and suitable for the Services; and
 - 11.1.4 it shall maintain appropriate insurance to cover any liability it may incur in relation to these Terms, and must provide evidence of that insurance to DTS promptly on request.
- 11.2 DTS warrants it shall conduct the Services in accordance with NATA requirements.
- 11.3 To the extent permitted by law, DTS makes no warranties regarding the fitness for purpose of the Test Results.

12. Customer Acknowledgements

The Customer acknowledges and agrees that:

- 12.1 it is responsible for adequately identifying all issues which the Customer seeks to address by engaging DTS to carry out the Services including the suitability, fitness for purpose and merchantability of the Services for the Customer's purposes and must inform DTS of its requirements in relation to the Services;
- 12.2 Samples and all other substances and material provided to DTS may deteriorate or perish whilst in DTS' possession, being transported, handled, processed or stored whether by DTS or any third party, and that DTS is not responsible for the state, change, loss or destruction of the Samples or other substances or material provided to DTS;

12.3 the Test Results are the results of scientific analysis and that accordingly they require skilled interpretation;

12.4 it will retain sufficient duplicate copies of information and control samples of material sent to DTS;

12.5 it will make its own assessment of the suitability of the Test Results for the Customer's purpose and will use the Test Results at its own risk; and

12.6 telephone and other communications with DTS may be recorded for training and quality purposes and to meet NATA requirements to document client communications.

13. Limitation of Liability

13.1 To the extent permitted by law, DTS excludes all warranties, conditions, guarantees or terms, other than those expressly set out in these Terms including, but not limited to, all warranties, conditions, guarantees or terms implied in fact or by law. Nothing in this clause 13 has the effect of excluding, restricting or modifying any non-excludable statutory condition, warranty, guarantee, right, remedy or other benefit that is preserved by the *Competition and Consumer Act 2010* (Cth) (or any other legislative provision).

13.2 Where DTS is not entitled to exclude a warranty, condition, guarantee or term, implied in fact or by law, and to the extent permitted by law, DTS' liability for breach of any such warranty, condition, guarantee or term is limited to at the option of DTS, either the resupply of the Services or payment of the reasonable cost of having the Services resupplied.

13.3 The total aggregate liability of DTS to the Customer for loss or damage (including indirect and consequential loss or damage), caused by, resulting from, or in relation to the Services, including whether arising from breach of contract, negligence, or any other tort, in equity or otherwise, and whether or not DTS was advised of the possibility of such loss or damage, is limited (to the extent permitted by law) to an amount equal to the Fees paid by the Customer to DTS in respect of the Services to which the claim relates.

14. Indemnity

The Customer must continually indemnify DTS against any claim or proceeding that is made, threatened or commenced (including those brought by third parties against DTS), and any liability for death, injury, illness, loss or damage (whether indirect or consequential) or expense (including legal costs on a full indemnity basis) that DTS incurs or suffers, as a direct or indirect result of providing the Services or in connection with a breach by DTS of these Terms (including any warranty).

15. Third Party sourced products

15.1 The Customer irrevocably and unconditionally releases DTS from all claims, actions, loss and liability howsoever arising in connection with DTS providing or supplying Third Party Sourced Products to the Customer or at the direction of the Customer

15.2 The Customer indemnifies DTS and must keep DTS indemnified on demand against any loss, cost, liability or expense that arises as a consequence of a claim or action taken against DTS that arises from the provision or supply by DTS of any Third Party Sourced Products to the Customer or the provision or supply of any Third Party Sourced Products by DTS at the Customer's direction

16. Disclaimer

The information contained in DTS' publications is provided for general guidance only and should not be relied upon. This information does not form part of these Terms unless expressly agreed in writing.

17. Unavoidable events

A failure to comply with any provision of these Terms (except an obligation to pay money) will not:

- 17.1** give rise to a claim by any party against another; or
- 17.2** result in a breach of these Terms,

If the failure or omission arises by reason of delay or an inability to perform caused by war (whether declared or not), civil rebellion, strike, fire, storm or other severe action of the elements or from other similar causes that are unavoidable or beyond the reasonable control of the defaulting party.

18. Confidentiality

18.1 Each party will not disclose and will ensure that its employees, agents and contractors do not disclose, any Confidential Information relating to the other party or its affairs which may come to its or their knowledge as a result of the provision or proposed provision of the Services by DTS.

18.2 Clause 18.1 does not apply to any information which is:

- 18.2.1** obtained by a party lawfully and without breaching an obligation of confidence from a source other than the Customer or DTS, as the case may be;
- 18.2.2** required to be disclosed for the purposes of, or is necessary for, a party to comply with its obligations under these Terms; or
- 18.2.3** required to be disclosed by law, a Court or a government or statutory authority.

19. Privacy

The Customer must, and must ensure that its employees, agents and contractors:

19.1 use Personal Information obtained, held or disclosed by them in connection with the provision of the Services, these Terms or any related matter only in accordance with the Privacy Act; and

19.2 ensure that the Personal Information disclosed to DTS is disclosed in accordance with the Privacy Act, including:

- 19.2.1** obtaining or making all relevant disclosures and consents required under the Privacy Act (including consent to disclosure of Personal Information to third parties); and
- 19.2.2** not disclosing Personal Information if to do so would breach the Privacy Act

20. Sub-contracting

The Customer hereby consents to DTS, at its discretion and without further notification, sub-contracting any part of the Services.

21. Termination

21.1 A party may terminate an Order immediately, by giving notice in writing to the other party, while preserving to itself any rights which may have accrued to it, where:

- 21.1.1** the other party commits a breach of these Terms which is not rectifiable;
- 21.1.2** the other party fails to rectify a breach of these Terms which is rectifiable for 28 days after receiving a written notice specifying the breach and requiring it to rectify it; or
- 21.1.3** an Adverse Event happens to the other party.

21.2 In this clause 21 Adverse Event means something that reasonably indicates that there is a significant risk that that party is or will become unable to pay debts as they fall due.

21.3 Otherwise than in accordance with clause 21.1 the parties may terminate an Order by mutual written consent.

21.4 Upon termination or expiry of an Order for any reason the Customer must pay to DTS the Fees and any cancellation fees, additional fees and charges accrued or due but unpaid in accordance with these Terms without set off.

21.5 The following clauses survive expiration or termination of an Order, Quotation or these Terms: Passing of Title (clause 10), Warranties (clause 11), Customer Acknowledgements (clause 12), Limitation of Liability (clause 13), Indemnity (clause 14), Disclaimer (clause 15), Confidentiality (clause 18), Communications (clause 22) and Dispute Resolution (clause 23).

22. Communications

22.1 Unless otherwise agreed in writing, all reports of results, invoices, statements and other communication other than by telephone will be by email transmission to email addresses nominated by the Customer.

22.2 In the event that the Customer requires paper copies of reports, invoices or statements to be mailed, a clerical charge will apply to each mailing event.

22.3 Telephone and other communications may be recorded for training and quality purposes and to meet NATA requirements to document client communications.

22.4 Any notice pursuant to clause 21.1 or 23.2 given by a party shall be in writing and served by ordinary prepaid mail to the other party's registered business address or principal place of business address and for the attention of the other party's chief executive officer and shall be deemed to have been given seven days after it was posted.

23. Dispute resolution

23.1 If a dispute or disagreement arises between any of the parties relating to or arising out of these Terms (including a dispute as to breach or termination of these Terms where there are valid grounds) ("**Dispute**"), a party may not commence proceedings in any court or tribunal relating to the Dispute unless it has complied with this clause, except where the party seeks urgent interlocutory relief.

23.2 If a Dispute arises, a party may serve on the other party or parties a notice stating that a Dispute has arisen and identify the subject of the Dispute ("**Notice of Dispute**").

23.3 Within 14 days after the date of service of the Notice of Dispute, the parties must convene at least one meeting ("**Conference**") to seek to resolve the Dispute or agree on a method of doing so.

23.4 The parties must attempt in good faith to resolve the Dispute expeditiously and agree that:

23.4.1 at each Conference, each party will be represented by a person having authority to agree to any resolution of the Dispute;

23.4.2 the matters discussed at each Conference are confidential and:

(a) statements made by the parties and their representatives; and

(b) discussions between the participants to the Conference, before, after or during each Conference, cannot be used in any legal proceedings;

23.4.3 all communications and negotiations between the parties arising out of and in connection with this clause will, to the fullest extent possible, be treated as "without prejudice" negotiations for the purpose of applicable rules of evidence; and

23.4.4 if the Dispute is settled, all of the parties must sign the terms of agreement and those terms will be binding on the parties.

23.5 If the Dispute is not resolved within 30 days of the date of service of the Notice of Dispute, or any other period agreed to by the parties in writing, the parties will endeavour to resolve the Dispute by mediation, in accordance with clause 23.6.

23.6 If the Dispute is not resolved within 30 days of the date of service of the Notice of Dispute, or any other period agreed to by the parties in writing, the parties must refer the Dispute for mediation to the Australian Commercial Dispute Centre Limited ("**ACDC**"). If the Dispute has not been resolved within sixty (60) days of referral to ACDC either party is free to initiate proceedings in a court.

23.7 Nothing in this clause 23 prevents a party from seeking interlocutory relief.

24. General

24.1 Governing Law

These Terms are governed by the laws of Victoria, Australia, and each party submits to the jurisdiction of the courts of that State and their courts of appeal.

24.2 Severability

Any illegal or invalid provision of these Terms will be severable and all other provisions will remain in full force and effect.

24.3 Waiver

The fact that a party fails to do, or delays in doing, something a party is entitled to do under these Terms, does not amount to a waiver of that party's right to do it. It is not to be taken as an implied waiver of the obligation or breach on that or any other occasion or of any other obligation or breach. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given and if it is given in writing.

24.4 Amendment

DTS may amend part or the whole of these Terms by giving 30 days' notice to the Customer, and unless the Customer advises DTS otherwise in writing, the Customer is deemed to have accepted the amended Terms.

24.5 Relationship of parties

The parties agree that DTS providing the Services to the Customer does not create a relationship between the parties of employer and employee, principal and agent, partnership or joint venturer. No act or omission of either party is to bind the other party except as expressly set out in these Terms.

24.6 Assignment

24.6.1 The Customer must not assign its rights and obligations under these Terms without the prior written consent of DTS, which must not be unreasonably withheld.

24.6.2 DTS may assign its rights and obligations under these Terms by providing the Customer with 14 days' notice.

24.7 No Restriction of Powers

This clause only applies where the Customer is a governmental body, including a Council or water authority, these Terms, the Order and the Quotation does not fetter or restrict the powers or discretions of the Customer in relation to any powers or obligations it has under any Act, regulation, local law or by-law that may apply to the subject matter of these Terms or to any party to these Terms.

To: **Dairy Technical Services Ltd**, ABN 30 004 319 171 ("DTS")
Unit 3, 63-71 Boundary Road, North Melbourne, Vic, 3051

Credit Account Application – Commercial Credit

Company/Business/Sole Trader: _____

Trading Name: _____ ABN No. _____

Nature of Business: _____

Trading Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

Business Phone: () _____ Fax Number: () _____

Accounts Payable Contact: _____ Title: _____

Email: _____

Direct Phone: () _____ Mobile Phone: _____

Lab. Contact for Reports: _____ Title: _____

Email: _____

Direct Phone: () _____ Mobile Phone: _____

Directors/Proprietors/Sole Traders details

(Must be completed by each applicant). Photocopy and attach further sheets if necessary.

Name: _____

Date of Birth: _____ Drivers License: _____

Address: _____ Postcode: _____

Trade References

Company: _____ Direct Phone: () _____

Address: _____ Postcode: _____

Bankers

Name: _____ Credit required monthly: \$ _____

Terms

Accounts must be settled within 7 days from date of invoice.

I/We make application for a credit trading account, having received and understood DTS trading Terms and Conditions

1 Subject to the relevant laws at all times, DTS may give to, or seek from, a credit reporting body “personal information”, as defined in the *Privacy Act 1988* (Cth), as amended (“**Privacy Act**”), about the credit applicant(s) for the purposes of obtaining credit checks, credit information and other information about the credit applicant(s) relevant to assessing their creditworthiness. I/we acknowledge that this information may include any information about my/our credit worthiness, credit standing, credit history, information to facilitate the collection of any overdue payments by the credit applicant(s) or other information credit providers or credit reporting agencies are allowed to give or receive from each other under the Privacy Act.

2 I/we consent and agree to DTS obtaining a credit report containing personal information in relation to me/us and to DTS collecting, using and disclosing personal information about me/us for the purposes related to this guarantee, including verifying my/our identity, credit history or solvency, assessing my/our creditworthiness and facilitating the collection of any overdue payments by the credit applicants or enforcing any other rights of DTS. This information may be collected from, shared with or disclosed to DTS’ related entities or third parties, including other credit providers and credit reporting bodies, and entities located outside Australia in countries that will vary from time to time.

3 I/we acknowledge that if I/we provide incomplete or inaccurate information or if I/we refuse to provide such information or withhold consent to the matters referred to in clauses 1 and 2, DTS may refuse to grant credit to the credit applicant(s).

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____