

Scion
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Titokorangi Drive
Private Bag 3020
Rotorua, New Zealand

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www.scionresearch.com



Analytical Services Laboratory Contract

Client Information

Client _____ **Postal** _____
Contact name _____ **Address** _____
Email address _____
Order no. _____ **Phone** _____

Notes:

Sample Information

No of samples	Type of sample	Analysis required	Other information (eg species, hazard, class, etc.)

Pricing

Note: All pricing is exclusive of GST. Urgent results (within two weeks) will incur a 25% urgency fee.

Additional Information

Please inform us of any method specifications or sample treatment that you require, or any other additional information required for analysis, reporting or invoicing.

Terms and Conditions

This order includes and is subject to the Terms and Conditions included overleaf. Acceptance of your order is subject to Scion having the capacity and technical capability to carry out the requested services. Please note your order is not accepted until you have received written confirmation of acceptance from Scion.

Please sign and return to us to place your order: Signed _____ Date _____	Signed on arrival at Scion: Signed: _____ Date: _____
For office use only: LMS # _____ Date reported _____ Date invoiced _____	Sample ID # _____ Date received _____ Samples registered / logged (Tick) _____ Signed off _____

Terms and Conditions

1. By ordering the services from us, you agree to these terms and conditions to the exclusion of your terms (if any).
2. Scion will provide the services to normal professional standards of skill, care, and diligence and in compliance with all relevant laws in New Zealand. Scion shall use reasonable efforts to supply the Deliverables within the specified timeframes (if any).
3. Scion relies on the Client to provide the samples necessary to complete testing requested. These samples must be properly labelled and delivered in the appropriate manner together with all necessary documentation. As a result, Scion will have no responsibility or liability for losses arising from any damage to, or mishandling, mislabelling or contamination of, samples prior to delivery at Scion.
4. Scion will retain the samples provided by the Client for a period of 3 months from receipt of those samples. If requested during this period Scion will arrange return of the samples to the Client, at the Client's cost. After the expiry of 3 months Scion may destroy any samples retained. Until the expiry of this 3-month period ownership of the samples remains with the Client.
5. Except to the extent the law prevents us from excluding liability, Scion's liability, whether in contract, or otherwise, in respect of all claims for loss, damage or injury arising from breach of any of Scion's obligations in connection with the performance of the services, is limited to the cost of services detailed in this order. Scion is not liable for any form of consequential, indirect or special loss or damage suffered by the Client in connection with the performance of the requested tests including without limitation use of the results of the tests by the Client or any other person.
6. Except as expressly stated herein, we exclude all warranties, conditions or obligations imposed by the law to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
7. Scion may require pre-payment for work in some circumstances. Scion will advise the Client where this is required. Where pre-payment is required Scion will not release results and may not commence work, until this payment is received. Where pre-payment is not required the Client will make payment for the requested tests, by the 20th of the month following receipt of invoice. Interest may be charged on overdue invoices at 1.5% per month. A 25% surcharge applies for urgent sample analysis.
8. Without prejudice to any other right or remedy of Scion, if the Client fails to pay any portion of the service fees when due for payment, Scion may suspend any ongoing work until payment is received, or terminate this Agreement
9. Scion utilises pre-existing and licensed intellectual property to perform the requested tests. Scion retains all of its rights in such intellectual property and any improvements to it.
10. Copyright in the results of the requested tests, as provided to the Client, will vest in the Client on payment in full and without deduction of Scion's invoices for those tests.
11. Scion will treat as confidential all of the Client's non-public information.
12. The Client will not use Scion's name or logo in association with the sale and/or marketing of any goods or services, except with the express written approval of Scion
13. The Client agrees that Scion may sub-contract the testing services or any part thereof to other laboratories.
14. Scion shall not be liable for delay or failure to perform the services if the cause of delay or failure is beyond our control.
15. Scion is an independent contractor.
16. This Agreement constitutes the entire agreement between the Parties as they relate to the subject matter and there are no representations, understandings or agreements relating to this Agreement and that subject matter which are not fully expressed in this Agreement.
17. This Work Request and the Terms and Conditions are governed by and construed in accordance with the laws of New Zealand and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand for any disputes or proceedings arising out of or in connection with them.