

Terms of acceptance of test work

Before we undertake testing or development work for you, we require you to agree to our terms and conditions. This will include the following points:-

Testing

An understanding of the scope of testing you require including the number of units and the test program to be undertaken by us.

Timing

An estimate of the timing of the test program to be undertaken

Cost

The total cost of the test program.

- Original test
- Any retest costs

Delivery of goods

You are responsible for the delivery to, and retrieval from, us of the test goods. You are also required to advise us of the expected date of delivery of the test goods. All costs and times quoted are conditional upon delivery by you to us of all goods required for testing in a condition of readiness for testing. The provision of all goods to us for testing is at your risk. We will not be liable for any damage to the goods during testing.

Packaging

Unless otherwise specified all packaging will be disposed of by Test Research.

Conditions

- If the testing cannot reasonably proceed due to defects in the goods or a failure on your part to comply with these conditions, Test Research has the right to charge you for all costs and expenses incurred by us as a result of the defect or failure to comply.
- A report detailing the result of testing your product will be prepared for your use and dispatched upon receipt of the quoted amount.
- You will be notified if we intend to use an external laboratory to sub-contract all or part of the test program and this will be indicated in our test report to you.
- Use of the name "Test Research" in any advertising copy, editorial copy or any other form of publication or media is prohibited. You are also prohibited from

using the names of "Choice", "Australian Consumers' Association" and "ACA". In the event that you provide a copy of any report prepared by Test Research to a third party, the report must always be reproduced in full for that third party. The above restriction on the use of the name "Test Research" and the prohibition on the use of the names "Choice", "Australian Consumers' Association" and "ACA" will also apply to any third party that any Test Research report is provided to. You agree to indemnify Test Research for any loss or damage it may sustain as a result of your use of the name "Test Research".

- We shall be entitled to rely upon the accuracy of any information provided by you concerning the goods.
- The selection of the standard(s) and the clauses within those standards, which are to form the basis of testing are your responsibility. If you seek our assistance for this purpose we will use our best endeavours to determine the applicable standard(s) and clauses within those standards, and the tests, which we regard as appropriate for the goods. However, no warranty is given that the standards and tests selected are the, or the only, standards and tests applicable.
- Accordingly, we accept no liability for any loss or damage by any other party arising out of any work done by us under this agreement or associated with it, nor any liability for any loss or damage suffered by you arising out of any selection by us of applicable or appropriate standards or tests, whether or not such loss or damage sustained by such other party or you arose in circumstances involving negligence or other breach on our part.
- You agree that you will indemnify us against any loss or damage or expense (including all legal fees for the defence of any proceedings) incurred as a result of any claim made against us by any other party arising out of the work done by us under this Agreement or associated with it.