

## Terms and Conditions

### GENERAL CONDITIONS

Minnovation adopts in general the Terms of Engagement currently promulgated by the Association of Consulting Engineers Australia.

Notwithstanding the above-mentioned terms, and codes, Minnovation brings the following specific conditions to the notice of the Client.

### SPECIFIC CONDITIONS

Scope of Work Instruction (WI) and Quotation

1. The WI scope, and its price and timing, are as described in the proposal/quotation. These are based on the information available to Minnovation at the time, and on these Conditions.
2. These Standard Conditions of Contract shall apply to the works and to any variations. They may be varied only by Minnovation in writing.
3. Unless stated otherwise, Minnovation's quote remains valid for a period of 14 days.
4. Work will commence on receipt of the Client's instructions to proceed. These may be verbal. Written confirmations shall be provided wherever possible.
5. Minnovation shall undertake no obligation other than its best endeavors to achieve for the Client usable results within the scope and timing as proposed.
6. Variations to the WI may be made from time to time and agreed with Minnovation. Minnovation will endeavor to provide the Client with earliest written advice as to the consequences of such variations.
7. Where services are to be provided against a Regular Schedule, the monthly fee is agreed to apply for the actual duration up to the nominated completion milestone.

### Secrecy

8. Unless it is agreed otherwise at the time the WI's are given, Minnovation will keep secret for one year any new data directly relating to the commissioned work. This commitment to secrecy does not apply to calculation methods, programming and experimental methods and techniques which Minnovation brings to the project.
9. Designated confidential data belonging of the Client to which Minnovation has access when carrying out the WI's is subject to a term of secrecy of one year. If required, this term may be extended by a separate written agreement.
10. Minnovation's undertaking as to secrecy shall not apply where it would be contrary to Minnovation's legal functions, obligations, and its own defense.
11. Proposals for works or variations or extension of WI's, are made on the condition that the exclusive knowledge of Minnovation is only used by the Client for forming an opinion on Minnovation's proposals and is not passed to third parties without the express written permission of Minnovation.
12. At no time, unless agreed in writing, will Minnovation refrain from accepting WI's from third parties which are within the scope of the Client's instructions. Should either Minnovation or the Client consider there to be significant potential for a direct conflict of interest, they must inform the other party at the earliest opportunity.

### Rights Concerning Results

13. The Client is entitled to use all data specifically connected with the WI's and being within the scope of the instructions, as referred to in para 1.
14. For the term of secrecy pursuant to para 8, Minnovation shall be entitled to use, for its own purposes, the new specific data which has been obtained.
15. Minnovation shall have exclusive rights and interest to and therefore be entitled to use for its own purposes, and for the purposes of third parties and to allow third parties to use:
  - a) all knowledge and experience available to Minnovation at the acceptance of the instructions.
  - b) the new specific knowledge and data which have been obtained by carrying out the WI's, but which are outside the scope of the WI's;
  - c) calculation methods, programming, and experimental methods of working, arising from carrying out of the instructions.
16. a) Reports, drawings and other material things which are the Results of the instructed works and conform to para 1 will become the property of the Client, subject to Minnovation's copyright.  
b) Ownership of the Results will only pass to the Client upon full payment of all sums as noted at para 18 through para 25 below.
17. Delivered reports shall only be reproduced verbatim and in full by the Client, excepting with the prior written consent of Minnovation. Reproduction shall also include submitting to the inspection of the third parties.

### Price & Payment

18. By placing the order or authorising commencement of the work, the Client is deemed to be the sole Principal and as such is solely responsible for payment, regardless of any separate contract that may exist between the Client and other parties.
19. Should no "fixed price" or "limiting fee" or "lump sum" be specifically mentioned in the quotation, then the total sum to be invoiced shall be determined afterwards by way of calculation, based on the WI and Minnovation's current normal rates and methods. All prices, including fixed prices, shall be subject to variation if material changes occur in tax or other government charges or in relevant currency exchange rates.
20. Minnovation may request advance payments, if and as detailed in the quotation. Advance payments of between 10 and 50 percent are normal.
21. Minnovation will issue invoices monthly against works in progress, partial deliveries of contract items, or Regular Schedule. Invoices are due and payable immediately upon rendering to the Client.
22. The Client shall pay rendered accounts in full, within seven (7) days from the invoice date. Also, the Client shall be liable to pay statutory interest (viz. Reserve Bank Rate plus 2 percent) in addition to the costs of recovery, should the 7 days payment period be exceeded.
23. If the Client foresees that the 7-day terms cannot be met, an alternative period shall be proposed to Minnovation in writing. Should Minnovation accept a different period there may be a commensurate variation in the quoted cost.
24. Minnovation reserves the right to cease work - with no consequential liability - for any Client being delinquent in respect of the 7 days term of payment.
25. In the event of a change to the work scope or timing as a result of the Client's (or his agent's) information, instructions or lack thereof, or due to material changes caused by others in the Client's employ, or due to forces outside Minnovation's control, then Minnovation's final price and delivery will also change correspondingly. Ongoing Regular Schedule work shall continue and shall be paid for unless notice of suspension is given to Minnovation in writing. Recommencement of suspended works shall be at Minnovation's discretion.
26. The Client shall be responsible for the payment of any GST charges that result from this work scope whether the GST component was specifically included within the quoted price.

### Liability

27. Subject to the provisions in para 27, Minnovation shall be liable for damage suffered by the Client as a result of Minnovation's default, but only up to the price payable by the Client for those work instructions pursuant to para 19.
28. Minnovation shall not be liable for damage which the Client suffers when applying or using the results of Minnovation's works.
29. The Client shall indemnify Minnovation against any claims of third parties arising from damage suffered by those third parties as a result of application or use of the result of Minnovation's works by the Client or any other person to whom the Client has made that result available.
30. The Client shall be liable for damages suffered by Minnovation employees during the time spent on the premises of the Client or third parties in connection with the WI's.
31. Minnovation shall not be liable for any risk of damage suffered by the Client or his staff during the time spent on Minnovation's premises.

### Miscellaneous

32. If the client should not fulfil any essential obligations arising from the agreement, Minnovation shall notify the Client hereof in writing and allow him a reasonable further period, normally 7 days, to fulfil his obligations. In the event that the Client should still not fulfil his obligations within the further period allowed, then Minnovation shall be entitled by notice in writing to terminate the Contract forthwith but without prejudice to any right of action or remedy which shall have occurred or which shall accrue thereafter in favor of either party.

33. Minnovation reserves the right to cite historical works performed for use on websites and marketing material provided it does not contravene the above clauses on secrecy or unless otherwise agreed in writing.

### Disputes

34. All disputes arising from the present agreement, or from any further agreements resulting there from, shall be determined by a competent Court within the State of Victoria of the Commonwealth of Australia.