



A.B.N. 43 006 014 106

PESTICIDE RESIDUE ANALYSIS TEST REQUEST

ADDRESS DETAILS

Client:		
Address:		
Town	State	Post Code

CONTACT DETAILS

Contacts Name:
Telephone No:
Fax No:
Email:

REQUEST TYPE

Testing Details (tick one):	AWTA Ltd Sample Preparation	Fee (2009/10 incl.GST):
Single Sale Lot: (Maximum 10 lots per request) <input type="checkbox"/>	A separate 50gm sample for each lot is blended from the wool left over after yield & micron testing. Each sample is tested individually	\$160.16 per test
Composite Samples:	A 50gm sample is retrieved for each of the individual lots and blended to form a larger composite sample. Testing is then conducted on the composite sample	\$320.32 per test
Single Brand (Maximum 10 lots per request) <input type="checkbox"/>		
Different Brands (Maximum 5 lots per request) <input type="checkbox"/>		
Recore Lots:	All bales for a single or multiple lots are recored according to the standard coring schedule. (Fees apply). The entire sample is blended and tested	\$160.16 per test
Single Sale Lot (where keeper material is unavailable) <input type="checkbox"/>		
Composite (where keeper material is unavailable for multiple lots) <input type="checkbox"/>		\$320.32 per test
Scoured/Carbonised Wool or Wool Top:	The entire sample is blended and tested	\$201.41 per test
Single Sample (Minimum of 50gms required) <input type="checkbox"/>		

SAMPLE IDENTIFICATION (complete all details below)

AWTA Ltd Test Number	Brand	Folio/Weight Note	Bales
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Special Instructions:

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For sample types other than AWTA Ltd or on-farm core samples, sub sampling may generate inaccurate results. Samples other than core samples may require additional handling and the Client should confirm the Fee with the Laboratory prior to submitting this Test Request Form. Service delivery is 8 working days from receipt of sample.

AWTA Ltd Contacts:

Lisa Petrovic
Data Processing Controller – Melbourne
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John Billing
Data Processing Operations Manager
Ph: 03 9371 2134
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FAX THIS REQUEST TO EITHER:

Melbourne: (03) 9371 2190
Fremantle: (08) 9418 7838



AUSTRALIAN WOOL TESTING AUTHORITY LIMITED TERMS FOR PESTICIDE RESIDUE TESTING SERVICE

1. Application of these Terms

- 1.1 These terms apply to each agreement (an "agreement") for the provision of a pesticide residue testing service (a "testing service").
- 1.2 The parties to each agreement are Australian Wool Testing Authority Ltd ("AWTA Ltd" or "we") and the Client ("you").
- 1.3 Any order which you place with us or receipt by you of test results constitutes notice and acceptance of these terms. We must agree in writing to any additional or different terms.

2. Requesting a Testing Service

- 2.1 A testing service can be requested at the time of coring for an IWTO Greasy Wool Core test Certificate or post sale. In either case, these terms will apply.
- 2.2 Where AWTA Ltd does not have any or sufficient sample material to conduct the Testing Service, AWTA Ltd will re-core the relevant bales to provide sufficient material to conduct the testing service. Where we re-core the bales, a Re-coring/Sampling fee will be levied and charged in accordance with AWTA Ltd's fees for "Machine Core Sampling/Machine Grab Sampling" as published from time to time.

3. Testing Results

- 3.1 We will carry out the testing service with due professional care and skill.
- 3.2 A test report applies only to the sample tested and is intended to provide you with guidance information only.
- 3.3 AWTA Ltd is not liable for any claim which may arise from any person acting on information contained in the report, including, without limiting the generality of this sub-clause, any claim arising in respect to the Eco-Label scheme.
- 3.4 You must at all times indemnify us and our officers, employees, contractors and agents against any loss (including reasonable legal costs and expenses) or liability arising from the possession of, or the acting upon a report by a third party.
- 3.5 You must not:
- (a) alter or allow alteration of reports; or
 - (b) reproduce or allow the reproduction of reports except in full.
- 3.6 We disown all responsibility to any party in relation to a report which has been altered.

4. Fees

- 4.1 We will calculate the fee according to:
- (a) the AWTA Ltd Raw Wool Testing Fees list in force from time to time and any additional fees set out on our Pesticide Residue Analysis Test Request form; or
 - (b) contract fees agreed with the Client for non-standard testing services.
- 4.2 You must pay the fees within 30 days of the end of the month in which our invoice is issued, unless we have agreed in writing to some other arrangement.
- 4.3 All payments must be made in Australian dollars unless otherwise agreed.

5. Taxes

- 5.1 You must pay any tax, levy or impost imposed on the testing services provided under an agreement, including but not limited to any goods and services tax, in addition to our fees at the same time that you pay our fees.

6. Delay in Meeting Service Level

- 6.1 We will aim to post or fax the test report to you within 7 working days after receiving your instructions and samples into our laboratory.
- 6.2 While we will make all reasonable endeavours to meet this service level, we cannot guarantee that we will do so. We are not liable for any loss arising from delay in meeting this service level.

7. Copyright and Use of Test Results

- 7.1 We retain copyright in all test results and other written material (the "material") produced under an agreement, and, subject to the confidentiality obligation set out in clause 7.2, may use it for any purpose.
- 7.2 We will keep the material that identifies the Client confidential, except where:
- (a) it is already in the public domain; or
 - (b) we are required to disclose it by law.

8. Liability

- 8.1 You acknowledge that we have not made any statement or other representation, not expressly stated in these terms, which has induced you to enter into an agreement.
- 8.2 Subject to clause 9, we are not liable for any loss or damage whatsoever (including loss of profits or other consequential loss) arising in connection with an agreement (including because of negligence by us).

9. Implied Terms

- 9.1 Unless clause 9.2 applies, any condition or warranty which would otherwise be implied in an agreement is excluded.
- 9.2 Where legislation implies in an agreement any condition or warranty, AWTA Ltd's liability for any breach of such condition or warranty is limited, at AWTA Ltd's option, to one or more of the following:
- (a) the supplying of the testing service again; or
 - (b) the payment of the cost of having the testing service supplied again.

10. Governing Law

- 10.1 Each agreement is governed solely by the law of the state of Victoria, Australia.

11. Dispute Resolution

- 11.1 The parties must attempt to resolve any dispute as quickly as possible. However, if such dispute is not resolved within 20 business days of notification by one of the parties to the other of the particulars of the dispute, before issuing proceedings at court, either one of the parties may refer the dispute to mediation, administered by the Australian Commercial Disputes Centre in accordance with its guidelines for commercial mediation. Each of us must bear our own costs of the mediation.
- 11.2 Should the matter be referred to mediation under clause 11.1, neither one of the parties may commence court proceedings concerning a matter in dispute unless the matter has not been resolved within 90 days of the referral.

12. Severance

- 12.1 If any provision of these terms is held to be invalid or unenforceable, such provision will be struck out and the remaining provisions will remain in force.

13. Indemnity

- 13.1 You must at all times indemnify us and our officers, employees, contractors and agents ("those indemnified") against any loss (including reasonable legal costs and expenses) or liability arising from any proceedings against those indemnified where such loss or liability was caused by:
- (a) a breach by you of an agreement; or
 - (b) incurred by those indemnified in enforcing any rights under an agreement with you.

14. Termination

- 14.1 Without limiting the generality of any other clause in these terms, we may cease to fulfil work in progress or refuse to commence new work for you if you are in breach of any term of an agreement.

15. Amendment of these Terms

- 15.1 We may amend these terms at any time by notifying you, including in any one or more of the following ways:
- (a) printing the amended terms on our Fleece Measurement Service Request forms;
 - (b) referring to the amendments and/or printing the amended terms in a newsletter or Fees List; or
 - (c) posting the amended terms on our internet site (www.awta.com.au).

- 15.2 Your continued use of our testing services after such notice will constitute acceptance of the variation.

16. Force Majeure

- 16.1 Non-performance by either of the parties of any obligation required by an agreement as a result of force majeure will be excused during the time and to the extent that such performance is prevented, wholly or in part, by force majeure.
- 16.2 Force majeure means a circumstance beyond the reasonable control of one of the parties which results in one of the parties being unable to observe or perform on time an obligation under the agreement. Such circumstances include but are not limited to acts of God, explosions, fires, and strikes.

17. Sub-Contracting to External Laboratories

- 17.1 We may sub-contract all or part of any testing service to an external laboratory. These terms (except this clause) apply to testing services sub-contracted as if we had performed all of the testing services ourselves.

18. Waiver

- 18.1 Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.