



Terms and Conditions

Consultancy title/description (“Services”): Root nodule identification services

In agreeing to use the services provided by MALDIID Pty Ltd, you accept the following terms and conditions (“Terms”):

1. CONFLICT OF TERMS

If you have already entered into a written agreement with MALDIID Pty Ltd for the purpose of the Services, then that agreement prevails over these Terms to the extent of any inconsistency

2. PAYMENT OF FEE

You agree to pay the fee (including any GST that applies) for the Services, within 30 days of issuance of the tax invoice.

3. INTELLECTUAL PROPERTY

Intellectual Property (“IP”) refers to the results of creative effort that are protected by law and includes copyright, patents, designs, rights in respect of inventions and trade secrets. Each party will retain as its exclusive property any IP that it has contributed to the services and was created or acquired by that party either prior to the date of the services or independently of the conduct of the services (“Background IP”)

4. CONFIDENTIALITY

Each party acknowledges the confidentiality to the other party’s confidential information. Each party must keep all of the other party’s confidential information confidential, and only use it for the purpose of these Terms.

5. WARRANTIES/LIMITATION OF LIABILITY

To the extent permitted by law, (a) MALDIID Pty Ltd gives no warranty that the aims of the services will be achieved; (b) MALDIID Pty Ltd gives no warranty in respect of the outcomes of the services (including that such outcomes are accurate, valuable, reliable, safe, fit for any purpose or do not breach any third party’s rights); and (c) you will use such outcomes at your own risk and will indemnify MALDIID Pty Ltd in respect of any loss or damage arising.

6. NON-EXCLUSIVITY

You acknowledge that MALDIID Pty Ltd is providing the services on a non-exclusive basis and that MALDIID Pty Ltd may provide services of the same or a similar nature as the Services to any other party, provided this does not breach the confidentiality provisions in these Terms.

7. GENERAL

No warranties, representations, guarantees or other terms or conditions of any kind whatsoever not contained or recorded in these Terms or in another agreement signed by the parties will be of any force or effect.

The relationship of the parties is that of independent contractors and nothing in these Terms will be construed so as to constitute one party a partner, agent or representative of the other, or to create any partnership or trust for any purpose whatsoever.

These Terms are governed by and will be interpreted in accordance with the laws of Western Australia.