

1 DEFINITIONS

- 1.1 "Client" shall mean the party engaging QUALITAS Occupational Consulting (hereinafter "QUALITAS") for the provision of occupational hygiene inspection services.
- 1.2 "Inspection Services" shall mean any inspection, survey, assessment, testing, or related service provided by QUALITAS.
- 1.3 "Report" shall mean any written, electronic, or otherwise recorded findings, recommendations, or data resulting from the Inspection Services.
- 1.4 "Agreement" shall mean these Terms and Conditions, together with the quotation, proposal, any agreed variation orders, and any amendments agreed in writing.

2 ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 By accepting a quotation or proposal issued by QUALITAS, placing an order, or otherwise instructing QUALITAS to proceed with the Inspection Services, the Client expressly acknowledges and agrees to be bound by these Terms and Conditions, without modification.

3 SCOPE OF SERVICES AND LIMITATIONS

- 3.1 QUALITAS undertakes to carry out the Inspection Services as set out in the quotation or proposal agreed in writing with the Client. Such documents shall be appended to this Agreement or referenced by date and version.
- 3.2 The Inspection Services are based on conditions, data, and documentation provided by the Client and observed at the time of the inspection only. The Client warrants that all information, data, and documentation provided to QUALITAS is accurate, up to date, and complete. The Client shall fully cooperate with QUALITAS and promptly provide all relevant information or data requested, as well as notify QUALITAS promptly of any new or updated information that may affect the Inspection Services, both prior to the commencement of services and after the inspection if the Client seeks updated advice. QUALITAS shall not be liable for any omissions or inaccuracies resulting from incomplete, misleading, or withheld information.
- 3.3 The Inspection Services do not constitute a guarantee of safety, compliance, or future conditions. While QUALITAS follows industry-accepted inspection and testing methodologies, such methods have inherent limitations and cannot guarantee the detection or elimination of all potential hazards.
- 3.4 The Client remains fully responsible for maintaining a safe and legally compliant work environment at all times and shall promptly implement the recommendations contained in any Report.
- 3.5 The Client shall promptly inform QUALITAS of any significant post-inspection changes in work processes, introduced substances, or site conditions if seeking updated advice.

4 COMPLIANCE WITH STANDARDS AND REGULATIONS

- 4.1 QUALITAS shall conduct all Inspection Services in accordance with applicable national and local occupational hygiene legislation, relevant industry standards, and accreditation requirements, including those of the South African National Accreditation System (SANAS).
- 4.2 The Client agrees to comply with all relevant legislation and to implement recommended measures to address health and safety concerns identified by QUALITAS within a reasonable timeframe.

5 CONFIDENTIALITY STATEMENT

- 5.1 Information regarding the Client and/or inspection details is considered proprietary. Both parties shall take reasonable precautions to prevent unauthorised disclosure of Confidential Information. This obligation shall survive termination of this Agreement. Information shall only be released or made publicly available under the following conditions:
 - 5.1.1 When the Client has made the information publicly available.
 - 5.1.2 When QUALITAS and the Client have agreed in writing to its release.
 - 5.1.3 When QUALITAS is required by applicable law or regulation to release Client or inspection information.
 - 5.1.4 When QUALITAS is authorised under contractual agreements to provide inspection information during audits or SANAS assessments, provided that Auditors/Assessors have signed a suitable Non-Disclosure Agreement.

6 COMPLAINTS & APPEALS PROCESS

- 6.1 In the event of any dispute, difference, or dissatisfaction relating to the Inspection Services or results, the Client should contact the QUALITAS Quality Manager.

- 6.2 A copy of the Complaints Handling Process is available at www.qualitasoc.com or upon request. This process includes details of the steps QUALITAS will take to investigate the complaint, the expected timelines for responses, the escalation procedures, and the appeal mechanisms available to the Client should the initial resolution be unsatisfactory.

7 ACCESS TO PREVIOUS DOCUMENTED INSPECTIONS, SURVEYS, MONITORING HISTORY

- 7.1 The Client shall provide QUALITAS with all relevant historical data, reports, and monitoring records necessary for completing the agreed scope of work. The Client warrants the accuracy and completeness of such records.

8 SAFE SITE ACCESS

- 8.1 The Client shall ensure safe, unhindered, and timely access to the site where Inspection Services are to be carried out and shall inform QUALITAS of any specific safety requirements or procedures at least 5 business days prior to the inspection.

9 AVAILABILITY OF KEY PERSONNEL

- 9.1 The Client shall ensure that key personnel responsible for the items or areas under inspection are available during the agreed inspection period to facilitate efficient completion of the Inspection Services.

10 ADVERSE WEATHER CONDITIONS

- 10.1 Should adverse weather conditions impede the inspection, QUALITAS and the Client shall endeavour to reschedule to minimise costs.
10.2 Any costs already incurred as a result of such conditions shall be borne by the Client.

11 ACCESS REQUIREMENTS

- 11.1 If any medical examinations, extended site inductions, or additional training are required for QUALITAS personnel before work commences, the associated costs (including labour, accommodation, and travel) shall be borne by the Client.

12 STATUTORY REPORTING REQUIREMENTS

- 12.1 In accordance with applicable legislation, QUALITAS will report to the Department of Employment and Labour the number of employees (male and female) found to be at risk due to occupational health hazards.

13 PAYMENT TERMS AND CONDITIONS

- 13.1 Unless otherwise agreed in writing, all fees are payable within 30 days of the invoice date.
13.2 Late payment may attract interest or penalties as specified in the invoice or quotation.
13.3 QUALITAS reserves the right to cease work or withhold deliverables if payment terms are not met.
13.4 The Client confirms that the individual signing this Agreement has the necessary authority to bind the Client.
13.5 Unless otherwise agreed, QUALITAS shall use reasonable endeavours to provide the final Report within 30 business days after the completion of onsite inspections, provided that all required information from the Client has been received. If this timeframe cannot be met, QUALITAS shall notify the Client in writing and provide a revised delivery schedule.

14 INDEMNIFICATION AND LIABILITY

- 14.1 The Client shall indemnify and hold QUALITAS harmless against any claims, losses, damages, costs, or expenses arising from the Client's failure to implement recommendations or comply with legal requirements.
14.2 QUALITAS's total liability under or in connection with the Inspection Services shall be limited to the amount of fees paid by the Client for the specific services from which the liability arises.
14.3 In no event shall QUALITAS be liable for any indirect, consequential, or punitive damages.
14.4 The Client is advised and encouraged to maintain sufficient third-party liability or other relevant insurance cover as required by law or good practice.

15 FORCE MAJEURE

- 15.1 QUALITAS shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to natural disasters, civil unrest, strikes, pandemics, or changes in applicable laws.
- 15.2 The party affected by a Force Majeure event shall notify the other party promptly and both parties shall endeavour to reschedule services or otherwise mitigate the impact. If QUALITAS has partially performed the Inspection Services or incurred costs prior to or during the Force Majeure event, the Client shall be responsible for paying for the proportionate part of the work completed or costs incurred. Such costs may include but are not limited to travel, accommodation, preparation time, and materials. QUALITAS shall provide a breakdown of these costs upon request.

16 INSURANCE

- 16.1 QUALITAS shall maintain appropriate professional indemnity insurance and other relevant insurances. Evidence of such insurance may be provided upon reasonable request.
- 16.2 The Client is advised to maintain adequate insurance cover for its operations and any third-party claims, as appropriate or required by law.

17 DATA PROTECTION AND PRIVACY

- 17.1 To the extent that personal data is processed as part of the Inspection Services, both parties shall comply with applicable data protection laws, including the Protection of Personal Information Act (POPIA).
- 17.2 QUALITAS shall take appropriate measures to safeguard personal data, and such data shall not be retained for longer than necessary.
- 17.3 Both parties shall cooperate in responding to data subject requests and breaches, if any, in accordance with applicable law.

18 INTELLECTUAL PROPERTY RIGHTS

- 18.1 All intellectual property rights in inspection methodologies, techniques, and Reports created by QUALITAS remain the property of QUALITAS.
- 18.2 The Client shall not reproduce, distribute, or modify any Report without QUALITAS's prior written consent.

19 CONFLICTS OF INTEREST AND ETHICAL CONDUCT

- 19.1 QUALITAS shall conduct its Inspection Services impartially and avoid conflicts of interest.
- 19.2 Both parties shall adhere to applicable anti-bribery, anti-corruption, and ethical business conduct standards, refraining from any behaviour that could compromise the integrity of the Inspection Services.

20 TERMINATION, CANCELLATION, AND VARIATIONS

- 20.1 Either party may terminate the Agreement if the other party is in material breach of these Terms and Conditions and fails to rectify such breach within a specified notice period.
- 20.2 Either party may terminate the Agreement for convenience by providing 30 days written notice to the other. In such an event, the Client shall pay all outstanding fees for Inspection Services rendered up to the date of termination, including any non-recoverable costs incurred by QUALITAS. If termination occurs before completion of the agreed scope of work, QUALITAS shall provide an itemised invoice for all partially completed work and associated costs.
- 20.3 Any variations to the scope, fees, or timelines shall be agreed in writing through a variation order signed by both parties. Such variation orders shall describe the nature of the change, the impact on fees and timelines, and any additional terms resulting from the modification. Both parties shall cooperate in reviewing and finalising variation orders promptly to avoid delays to the Inspection Services.

21 GOVERNING LAW AND DISPUTE RESOLUTION

- 21.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.
- 21.2 In the event of a dispute, the parties shall first endeavour to resolve it through internal escalation (e.g., referral to senior management) within 30 days. If no resolution is reached, the dispute shall be referred to mediation or arbitration before resorting to litigation. Unless otherwise agreed, any arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), and the seat of arbitration shall be in South Africa. Timeframes for each stage of dispute resolution shall be agreed in good faith to prevent undue delays.

22 SEVERABILITY AND ENTIRE AGREEMENT

- 22.1 If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 22.2 These Terms and Conditions, together with any agreed attachments and variation orders, represent the entire Agreement between QUALITAS and the Client, superseding any prior arrangements or understandings.

23 RELIANCE ON INFORMATION AND POST-INSPECTION CHANGES

- 23.1 The accuracy and completeness of the Inspection Services depend upon the information, data, and documentation provided by the Client, as well as on conditions observed at the time of the inspection.
- 23.2 The Report represents a snapshot of conditions at the time of inspection only. Subsequent changes in site conditions, work processes, introduced substances, or regulatory requirements may render the findings and recommendations partially or wholly out of date.
- 23.3 The Client acknowledges that it remains solely responsible for monitoring ongoing compliance, maintaining safe working conditions, reviewing and updating its occupational hygiene practices as circumstances evolve, and implementing QUALITAS's recommendations promptly. QUALITAS may provide follow-up inspections or assessments at the Client's request for an additional agreed fee.

END OF DOCUMENT