Terms and Conditions

Document No. **TPL-7.1-01**

ISO/IEC 17020:2026, clauses 4.1, 4.2, 5.2, 6.3, 7.1, 7.6, 7.7 and 7.8

1. Definitions

1.1 "Client" shall mean the party engaging Qualitas Occupational Consulting (Pty) Ltd (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, unless they are varied in writing in accordance with clause 23.3.

2.2 Acceptance may be given electronically, including by e-mail or purchase order, and Reports and other documents signed by Qualitas with an advanced electronic signature are valid, as provided for in the Electronic Communications and Transactions Act 25 of 2002.

2.3 For projects with a total quoted value below R50 000 (excluding VAT), acceptance is complete, and the assessment date is confirmed, only once payment has been received in accordance with clause 14.1.

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 quotation number.

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 consider the recommendations contained in any Report and implement them as appropriate.

3.5 The Report represents the conditions at the time of the inspection only. Later changes in site conditions, work processes, substances used or regulatory requirements may make its findings and recommendations partly or wholly out of date. The Client shall inform Qualitas of such changes if it requires updated advice, and follow-up inspections may be provided at the Client's request for an additional agreed fee.

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).

5. Subcontracting

5.1 Qualitas may use competent external providers, such as accredited analytical laboratories, for parts of the Inspection Services (e.g. analysis of samples). Subcontracted activities will be identified in the quotation or communicated to the Client before the work is carried out, and the Client’s acceptance of the quotation or instruction to proceed constitutes consent to such subcontracting.

5.2 Qualitas retains responsibility for all determinations of conformity and findings contained in its Reports.

5.3 Qualitas performs the inspection activities itself. Should exceptional circumstances (an unforeseen overload, key personnel temporarily unavailable, or key equipment temporarily unfit for use) require part or all of an inspection to be performed by an external provider, Qualitas will inform the Client in writing before the work is carried out so that the Client has the opportunity to object. Laboratory analysis and calibration services are not inspection activities and are not subject to this clause.

6. Confidentiality statement

6.1 All information about the Client and the inspection obtained or created during the Inspection Services ("Confidential Information") is confidential. Both parties shall take reasonable precautions to prevent its unauthorised disclosure. This obligation shall survive termination of this Agreement. Information shall only be released or made publicly available under the following conditions:

6.1.1 When the Client has made the information publicly available.

6.1.2 When Qualitas and the Client have agreed in writing to its release.

6.1.3 When Qualitas is required by applicable law or regulation to release Client or inspection information, in which case the Client will be notified of the information released, unless prohibited by law.

6.1.4 When SANAS or the Department of Employment and Labour requires access to inspection information during an assessment or audit of Qualitas; their assessors are bound by confidentiality obligations.

6.2 Qualitas will inform the Client in advance of any information relating to the Client or the Inspection Services that it intends to place in the public domain (for example, naming the Client as a reference on its website or in its company profile), and will do so only with the Client's written agreement.

6.3 Qualitas does not enter Client or inspection information into artificial-intelligence tools, cloud services or devices other than those approved under its management system.

6.4 Information about the Client obtained from sources other than the Client (for example, a complainant or a regulator) is treated as Confidential Information, and the source is not disclosed to the Client unless the source agrees.

7. Complaints & appeals process

7.1 In the event of any dispute, difference, or dissatisfaction relating to the Inspection Services or results, the Client should contact the Qualitas Quality Manager at admin@qualitasoc.com or +27 82 649 6599.

7.2 Copies of the Complaints Handling Procedure (PRO-7.8-01) and the Appeals Handling Procedure (PRO-7.7-01) are available from the Quality Manager on request. These procedures describe the steps Qualitas will take to investigate a complaint or appeal and the expected timelines for responses.

7.3 The Client may appeal a decision made by Qualitas on the conformity of an item inspected (a statement of conformity in a Report) by submitting the appeal in writing to admin@qualitasoc.com. An appeal is only possible where a statement of conformity has been issued; any other dissatisfaction is handled as a complaint. Appeals will be handled in accordance with the Appeals Handling Procedure (PRO-7.7-01), and the decision on an appeal will be made by, or reviewed and approved by, a person who was not involved in the decision that is the subject of the appeal. Where no such person is available within Qualitas, the appeal will be decided or reviewed by an independent Registered Occupational Hygienist appointed by Qualitas for that purpose and bound by confidentiality.

8. Access to previous documented inspections, surveys, monitoring history

8.1 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.

9. Safe site access

9.1 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.

10. Availability of key personnel and site readiness

10.1 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.

10.2 The Client shall ensure that the processes, plant and equipment to be inspected run under normal operating conditions on the agreed inspection date. Where the inspection cannot start or be completed because personnel are unavailable or the processes, plant or equipment are not running as agreed, Qualitas and the Client shall agree a new date, and any standby time or additional site visit may be charged at the rates in the quotation.

11. Adverse weather conditions

11.1 Should adverse weather conditions impede the inspection, Qualitas and the Client shall endeavour to reschedule to minimise costs.

11.2 Any costs already incurred as a result of such conditions shall be borne by the Client.

12. Access requirements

12.1 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.

12.2 Qualitas personnel may decline to start, or may stop, any inspection activity that they consider unsafe until the Client has controlled the hazard. Qualitas is not liable for any delay that results, and an additional site visit needed as a result may be charged at the rates in the quotation.

13. Statutory reporting requirements

13.1 In accordance with applicable legislation, Qualitas reports to the Department of Employment and Labour every six months the total number of male and female employees at the workplaces it assessed in that period, without naming the workplaces.

14. Payment terms, fees and report delivery

14.1 Projects with a total quoted value below R50 000 (excluding VAT) shall be paid in full before the assessment takes place. On acceptance of the quotation, Qualitas will issue a pro forma invoice, and the assessment will be scheduled only once payment reflects as cleared in Qualitas's bank account. Prepayment is required because consumables, sampling media and laboratory analysis are committed before the fieldwork starts.

14.2 For projects with a total quoted value of R50 000 or more, and unless otherwise agreed in writing, all fees are payable within 30 days of the invoice date.

14.3 Overdue amounts bear interest at the rate prescribed under the Prescribed Rate of Interest Act 55 of 1975, from the due date until paid in full.

14.4 Qualitas reserves the right to cease work or withhold deliverables if payment terms are not met.

14.5 The Client confirms that the person who accepts the quotation or proposal on its behalf has the necessary authority to bind the Client.

14.6 Unless otherwise agreed, Qualitas shall use reasonable endeavours to provide the final Report within 45 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.

14.7 Unless stated otherwise in the quotation, quotations are valid for 30 days from the date of issue, and all fees exclude VAT, which is charged at the applicable rate.

15. Indemnification and liability

15.1 **The Client's attention is drawn specifically to this clause 15, which limits Qualitas's liability and requires the Client to indemnify Qualitas. By accepting these Terms and Conditions the Client confirms that it has read and understood this clause.**

15.2 **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.**

15.3 **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.**

15.4 **In no event shall Qualitas be liable for any indirect, consequential, or punitive damages.**

15.5 **Nothing in this clause 15 limits or excludes Qualitas's liability for gross negligence, fraud or wilful misconduct, or any liability that cannot be limited or excluded by law.**

15.6 **The Client is advised and encouraged to maintain sufficient third-party liability or other relevant insurance cover as required by law or good practice.**

16. Force majeure

16.1 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.

16.2 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.

17. Insurance

17.1 Qualitas shall maintain appropriate professional indemnity insurance and other relevant insurances. Evidence of such insurance may be provided upon reasonable request.

17.2 The Client is advised to maintain adequate insurance cover for its operations and any third-party claims, as appropriate or required by law.

18. Data protection and privacy

18.1 To the extent that personal information 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).

18.2 Qualitas shall take appropriate measures to safeguard personal information and shall retain it only for as long as necessary, which for inspection records and Reports is the period stated in clause 20.2.

18.3 Both parties shall cooperate in responding to data subject requests and breaches, if any, in accordance with applicable law.

19. Intellectual property rights

19.1 All intellectual property rights in inspection methodologies, techniques, and Reports created by Qualitas remain the property of Qualitas.

19.2 Except as permitted in clause 19.3, the Client shall not reproduce, distribute or modify any Report without Qualitas's prior written consent.

19.3 Qualitas grants the Client a non-exclusive, royalty-free licence to copy and use each Report in full for its own purposes and to meet its legal obligations, including keeping it as its record of exposure monitoring and providing it to inspectors of the Department of Employment and Labour, occupational health practitioners, and its employees and their representatives.

20. Amendments to and retention of reports

20.1 Each Report is identified by its project-job number and a revision number, Rev 0 for the first issue. Where a Report must be corrected or amended after issue, Qualitas will issue a new Report with the next revision number (Rev 1, Rev 2 and so on) that is clearly identified as an amendment, references the Report it replaces and states the reason for the amendment.

20.2 Qualitas retains its inspection records and Reports for eight years from the date of issue. Where legislation requires the Client, as employer, to keep records of exposure monitoring or asbestos inventories for longer periods (40 years under the Regulations for Hazardous Chemical Agents, the Lead Regulations and the Noise Exposure Regulations, and 50 years under the Asbestos Abatement Regulations), the issued Report is the Client's record for that purpose and the Client is responsible for retaining it.

21. Use of reports and accreditation symbols

21.1 Reports may only be reproduced in full. Extracts of a Report may not be published or distributed without the prior written consent of Qualitas.

21.2 The SANAS accreditation symbol will only appear on Reports covering activities within Qualitas's scope of accreditation, in accordance with SANAS R04. The Client shall not use the SANAS accreditation symbol, or refer to Qualitas's accreditation, in a manner that is misleading or that implies accreditation of the Client or of activities outside that scope.

21.3 Statements of conformity compare each result directly with the applicable limit, without allowing for measurement uncertainty, unless another decision rule is agreed in the quotation.

21.4 Reports are prepared for the Client. No third party may rely on a Report without Qualitas's written consent, and Qualitas accepts no liability to any third party who does so.

22. Conflicts of interest and ethical conduct

22.1 Qualitas shall conduct its Inspection Services impartially and avoid conflicts of interest.

22.2 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.

23. Termination, cancellation, and variations

23.1 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 14 days of receiving written notice of the breach.

23.2 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.

23.3 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.

23.4 The Client may postpone or cancel agreed site work by written notice to Qualitas. Where the notice is received fewer than 5 business days before the agreed date, the Client shall pay the costs already incurred or committed by Qualitas, including non-refundable travel and accommodation bookings, sampling media, consumables, laboratory charges and preparation time.

23.5 Where the Client has paid in advance in accordance with clause 14.1 and then cancels the Inspection Services, Qualitas will refund the amount paid less any costs payable under clause 23.4 or, if the Client prefers, hold it as a credit towards a rescheduled date.

24. Governing law and dispute resolution

24.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.

24.2 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. If mediation does not resolve the dispute, either party may refer it to arbitration, which shall be final and binding; nothing in this clause prevents either party from seeking urgent relief from a court. Unless otherwise agreed, mediation and 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.

25. Severability and entire agreement

25.1 If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

25.2 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.