



APAL



Eurofins APAL



Service Guide Former SWEP Lab Price List

Valid 17th March 2025 to 31st December 2025

Eurofins APAL Service Guide - Price list

Eurofins APAL is Australia's leading agricultural laboratory.

Delivering high quality independent Agricultural analytical services to enable better agronomic decisions.

How to use this service guide - pricelist

Soil testing services are divided into crop types, allowing you to easily identify the recommended analysis.

Topsoil sample test sets are targeted for major nutrient elements and soil properties for each crop. Subsoil samples are valuable when investigating mobile elements like Nitrogen and Sulfur. Subsoil testing also forms part of investigating any potential subsoil constraints or toxicities, eg salinity, sodicity, acidity etc. that may be limiting production. Extra analysis can be added to test groups, refer to the Extras soil analysis tables.

Use the table of contents to work through other analysis options including plant, water, lime/gypsum and compost analysis.

WORKING WITH Eurofins APAL

Request a DIY Kit, which contains sample bags, thorough instructions and postage packs to get samples back to the lab. If you are sending samples to the Hindmarsh facility from outside of South Australia, please read the information about the requirements for packaging and labelling to ensure Biosecurity compliance, and implement these requirements.

By opening an account you will have access to Eurofins APAL's ONLINE portal, built for our customers to access YOUR DATA at any time, see LIVE updates on where samples are up to in the lab and customise features of your reports.

Also access our Farm2Lab mobile app and powerful desktop capability, allowing seamless, paperless transfer of sample information to the lab. Add and manage your clients, upload farm paddock and zone boundaries, create sampling plans based on: historical data, zone-based, grid based design with sample intensity customisable, or transect design. View all client information in your Farm2Lab account, monitor changes and trends in soil parameters, and download images for incorporation in reports. View summary statistics for all your clients by state or region.

SWEP Test sets that are covered under the Service Guide Former SWEP Lab Price List will be reported as per the SWEP Methodology with recommendations under the Mikhail System.

ADELAIDE

T 08 8332 0199

Unit 3, 11 Ridley St Hindmarsh SA 5007
PO Box 155 Welland SA 5007

PERTH

T 08 9477 2277

Unit 4, 158 Francisco St Belmont WA 6104
PO Box 174 Belmont WA 6984

E info@apal.com.au

apal.com.au

ABN 53 166 799 793

Contents

1.1

2. Soil Analysis.....	4
3. Extra Soil Analysis.....	5
4. Plant Tissue Analysis.....	10
5. Extra Plant Analysis	12
6. SWEP Gypsum Analysis	12
7. SWEP Lime/Dolomite Analysis	12
8. SWEP Water Testing	13
9. Extra Waters Analysis.....	14
10. SWEP Compost and Solid Fertiliser Analysis	15
11. Extra Compost / Solid Fertiliser Analysis	16
12. Administration	17
Standard Terms and Conditions of Sale	18

ADELAIDE

T 08 8332 0199

Unit 3, 11 Ridley St Hindmarsh SA 5007
PO Box 155 Welland SA 5007

PERTH

T 08 9477 2277

Unit 4, 158 Francisco St Belmont WA 6104
PO Box 174 Belmont WA 6984

E info@apal.com.au

apal.com.au

ABN 53 166 799 793

1. Soil Analysis

Former SWEP Lab - TEST SUMMARY	ST-1 SWEP	CT-1 SWEP	FT-2 SWEP	FT-2 SWEP Total and available elements	GL-1	Microbial Balance SWEP	SA-1 SWEP	Complete Truffle Soil Test	Standard/Preliminary Truffle Soil Test
Test Code	ST-1 SWEP	CT-1 SWEP	FT-2 SWEP	FT-2 SWEP + Available	GL-1	Microbial Balance SWEP	SA-1 SWEP	TCT-1	TST-1
Region	Service Guide Former SWEP Lab								
	ANALYSIS								
pH(CaCl2)	✓	✓			✓	✓	✓	✓	✓
pH water	✓	✓	✓	✓	✓	✓	✓	✓	✓
EC 1:5	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nitrate-N	✓	✓					✓	✓	✓
Ammonium-N	✓	✓					✓	✓	✓
Sulfur (KCl40)	✓	✓			✓	✓	✓	✓	✓
ExCations(AmmA c)	✓	✓			✓	✓	✓	✓	✓
DTPA Traces (Mn, Zn, Cu, Fe)	✓	✓						✓	✓
Boron	✓	✓						✓	✓
Olsen P	✓	✓					✓	✓	✓
TotalP		✓							
TotalN		✓	✓	✓				✓	
Cobalt	✓	✓						✓	✓
Molybdenum	✓	✓						✓	✓
MIR Organic Carbon	✓	✓					✓		
SWEP Hydrogen	✓	✓			✓		✓	✓	✓
Moisture			✓	✓					
TotCarbon			✓	✓					
Total Elements SWEP			✓	✓				✓	✓
ECEC					✓				
Ece					✓				
OM - calc					✓				
Soil Biological						✓		✓	
Air-dry Moisture								✓	
MIR - Australian PSA								✓	✓
CEC								✓	✓

2. Extra Soil Analysis

Additional Soil analysis options can be added to test groups above. If the test groups do not meet your requirements please contact Eurofins APAL for a custom quote.

Item Code	Additional Soil Analysis	Rayment & Lyons
105 Degree Air-dry Moisture	Air-dry Moisture	TMs-002A1
Al CaCl ₂	Al (CaCl ₂ extr)	TMs-028
B	Boron	TMs-012C
B GM	Boron GM	TMs-012C GM
Bray2 P	Bray2 P	TMs-021
BSESP	BSES P	TMs-009G
BSESSi	BSES Si	TMs-013D
Bulk Density Core Moisture	Bulk Density Core Moisture and Dry Weights	TMs-039 TMs-002Bcore
TOTIC(CaCO ₃) FIZZ 105 Degree Air-dry Moisture	CaCO ₃ (TOTIC) CO ₃ FIZZ Air-dry Moisture	TMs-019 TMs-038 TMs-002A1
Carbon Fractions MIR CaCO ₃ 105 Degree Air-dry Moisture	Carbon Fractions (TLC, TSC, TIC) MIR - CaCO ₃ Air-dry Moisture	TMs-059 TMs-051 TMs-002A1
Cl	Chloride	TMs-005
Citr/DithioFeAl	Citrate/Dithionate Fe, Al	TMs-013C1
FIZZ	CO ₃ FIZZ	TMs-038
Co	Cobalt	TMs-030
Co GM	Cobalt GM	TMs-030 GM
Colour	Colour	TMs-040
Colwell K	Colwell K	TMs-018
Colwell P	Colwell P	TMs-009B

Core Moisture	Core Moisture and Dry Weights	TMs-002Bcore
DGT-P	DGT Phosphorus	TMs-026
DGT-K	DGT Potassium	TMs-027
Dispersion Slaking	Dispersion Slaking	TMs-035 TMs-036
TRACES	DTPA Traces (Mn, Zn, Cu, Fe)	TMs-012A
TRACES GM	DTPA Traces (Mn, Zn, Cu, Fe) GM	TMs-012A GM
EC 1:5	EC 1:5	TMs-003
ECse	ECse	TMs-014B
CEC + CATIONS	ExCations(AmmAc)	TMs-015D
CEC + CATIONS GM	ExCations(AmmAc) GM	TMs-015D GM
Exch Acid/Al (KCl)	Exchangeable acidity	TMs-015G
Exch Al (KCl) SWEP	Exchangeable Aluminium	TMs-015GAl
CATS(AgTU)	Exchangeable cations - AgTU	TMs-15F1
CATS(BaCl ₂)	Exchangeable cations - NH ₄ Cl/BaCl ₂	TMs-015E
CATS PREW & alc. pH 8.5 NH ₄ Cl	Exchangeable Cations alcoholic pH 8.5 NH ₄ Cl with prewash	TMs-015C1
CATS PREWASH & BaCl ₂	Exchangeable Cations NH ₄ Cl/BaCl ₂ with prewash	TMs-015E2
Gravel %	Gravel % Visual	TMs-037
Gravimetric Gravel	Gravimetric Gravel	TMs-053
Texture	Hand Texture	TMs-032
HM1	Heavy metals Additional batch fee	TMs-042
Labile C 105 Degree Air-dry Moisture	Labile C (PPOC) Air-dry Moisture	TMs-006E1 TMs-002A1
Mehlich 3	Mehlich 3	TMs-018F1
MIR - Aus Texture	MIR - Aus Soil Texture	TMs-047

MIR Aus PSA	MIR - Australian PSA	TMs-046
MIR CaCO ₃	MIR - CaCO ₃	TMs-051
MIR - CEC	MIR - CEC	TMs-056
MIR TOTOC	MIR TOT OrgCarbon	TMs-052
Moist	Moisture	TMs-002B1
Mo	Molybdenum	TMs-031
Mo GM	Molybdenum GM	TMs-031 GM
MPM PSA AUS CLASS	MPM PSA AUS CLASS	TMs-045
Nitrate Ammonium	Nitrate-N Ammonium-N	TMs-007NO ₃ TMs-007NH ₄
Nitric K	Nitric K	TMs-018C
Olsen P	Olsen P	TMs-009C
Olsen P GM	Olsen P GM	TMs-009C GM
OC MIR OC	Organic Carbon (W&B) MIR Organic Carbon	TMs-006A TMs-049
OC GM	Organic Carbon (W&B) GM	TMs-006AGM
OCP OPP	Organochlorine Pesticides OP Pesticides Additional batch fee	TMs-043 TMs-044
Oxalate Al, Fe, Si	Oxalate Al, Fe, Si	TMs-013A
P-Sorb	P-Sorb Index	TMs-009I1
PBI+ColP Colwell P	PBI + Colwell P Colwell P	TMs-009I2 TMs-009B
PBI unadj	PBI Unadjusted	TMs-009I4
pH CaCl ₂ Direct	pH CaCl ₂ Direct	TMs-004B1
pHw	pH water	TMs-004A
pHCaCl pHw EC 1:5	pH(CaCl ₂) pH water EC 1:5	TMs-004B4 TMs-004A TMs-003
PSI	Phosphate Sorption Index	TMs-PSI
PRI	PRI	TMs-048
PyroFeAl	Pyrophosphate Fe, Al	TMs-013B1
Referred testing	Referred testing	TMs-Referred

Sulfur(MCP)	S (MCP)	TMs-010B
Si CaCl ₂	Silicon CaCl ₂	TMs-022
Slaking Dispersion	Slaking Dispersion	TMs-036 TMs-035
Soil alkalinity	Soil alkalinity	TMs-057
Soil Bio	Soil Biological	TMs-041
Sample Prep	Soil Sample Prep Additional batch fee	TMs-PREP
SolCat	SolCations	TMs-024
SolNut incl cations + sulfur	SolNutrients	TMs-025
Sulfur(KCl)	Sulfur (KCl40)	TMs-010D
Sulfur(KCl) GM	Sulfur (KCl40) GM	TMs-010D GM
SWEPH	SWEP Hydrogen	TMs-SWEPH
TIC acidification- combustion MIR CaCO ₃ 105 Degree Air-dry Moisture	TIC acidification- combustion MIR - CaCO ₃ Air-dry Moisture	TMs-058 TMs-051 TMs-002A1
TotCat TotalP	Total Cations TotalP	TMs-017B TMs-017B
TotElement SWEP TotalN 105 Degree Air-dry Moisture	Total Elements SWEP TotalN Air-dry Moisture	TMs-017BSWEP TMs-007 TMs-002A1
TotTrace TotalP TotCat	Total Traces TotalP Total Cations	TMs-017B TMs-017B TMs-017B
TotalN 105 Degree Air-dry Moisture	TotalN Air-dry Moisture	TMs-007 TMs-002A1
TotalP	TotalP	TMs-017B
TotCarbon 105 Degree Air-dry Moisture	TotCarbon Air-dry Moisture	TMs-006B TMs-002A1

TotOrgCarbon MIR CaCO3 105 Degree Air-dry Moisture	TotOrgCarbon MIR - CaCO3 Air-dry Moisture	TMs-006B3 TMs-051 TMs-002A1
Zn (HCl)	Zn (HCl extr)	TMs-012D

ADELAIDE
T 08 8332 0199

Unit 3, 11 Ridley St Hindmarsh SA 5007
PO Box 155 Welland SA 5007

PERTH
T 08 9477 2277

Unit 4, 158 Francisco St Belmont WA 6104
PO Box 174 Belmont WA 6984

E info@apal.com.au
apal.com.au
ABN 53 166 799 793

3. Plant Tissue Analysis

Plant Tissue Analysis - TEST SUMMARY	Plant Tissue ICP-MS Base Elements + Dumas TN
	ANALYSIS
Test Code	PT-1 SWEP
Plant Total Nitrogen	✓
Plant ICP-MS Elements (P,K,S,Ca,Mg,Na,B,Fe,Mn,Zn, Cu,Al,Mo)	✓
Petiole ICP-MS Elements (P,K,S,Ca,Mg,Na,B,Fe,Mn,Zn, Cu,Al,Mo)	✓
Petiole Total Nitrogen	✓

4. Extra Plant Analysis

Additional Plant analysis options can be added to test groups above. If the test groups do not meet your requirements please contact Eurofins APAL for a custom quote.

Item Code	Additional Plant Analysis	Rayment & Lyons
PT Chloride	Chloride	TMp-004PT
Feed Test	Feed Test incl. DM, Moist, DDM, DOMD, ME, CP, NDF, ADF, WSC, Ash, Fat/oil if applic. Additional freight fee	TMp-006PT
Moisture & Dry Wt	Moisture As received & Dry Weight	TMp-009PT
PP Chloride	Petiole Chloride	TMp-004PP
PP ICPMS STD	Petiole ICP-MS Elements (P,K,S,Ca,Mg,Na,B,Fe,Mn,Zn,Cu,Al,Mo)	TMp-013PP

PP ICPMS H Metals (Co, Se, V, As, Cd, Pb) PP ICPMS STD	Petiole ICP-MS H Metals (Co, Se, V, As, Cd, Pb) Petiole ICP-MS Elements (P, K, S, Ca, Mg, Na, B, Fe, Mn, Zn, Cu, Al, Mo)	TMp-014PP TMp-013PP
PP Nitrate	Petiole Nitrate-N	TMp-005PP
PP Total N	Petiole Total Nitrogen	TMp-003PP
PT ICPMS STD	Plant ICP-MS Elements (P, K, S, Ca, Mg, Na, B, Fe, Mn, Zn, Cu, Al, Mo)	TMp-013PT
PT ICPMS H Metals PT ICPMS STD	Plant ICP-MS H Metals (Co, Se, V, As, Cd, Pb) Plant ICP-MS Elements (P, K, S, Ca, Mg, Na, B, Fe, Mn, Zn, Cu, Al, Mo)	TMp-014PT TMp-013PT
PT Nitrate	Plant Nitrate-N	TMp-005PT
PT Total N TOTN MIR	Plant Total Nitrogen Total Nitrogen MIR	TMp-003PT TMp-008PT
PT Total C	PT Total Carbon	TMp-010PT
Referred testing	Referred testing	TMp-Referred
Sample Prep	Sample Preparation	TMp-001PT
PTSE	Selenium Additional freight fee	TMp-007PT
TOTN MIR	Total Nitrogen MIR	TMp-008PT

5. SWEP Lime/Dolomite Analysis

SWEP Lime/Dolomite Analysis - TEST SUMMARY	LDA-1 Lime & Dolomite Analysis + Traces	LDQ-1 Lime & Dolomite Analysis
Test Code	LDA-1 SWEP	LDQ-1 SWEP
Region	Service Guide Former SWEP Lab	
ANALYSIS		
Lime / Dolomite Ca, Mg, S %, optional Na %	✓	✓
Sieve fractions <300 µm, 300-850 µm, >850 µm	✓	✓
Effective Neutralising Value (ENV)	✓	✓
Lime Moisture Content	✓	✓
Lime Total Elements	✓	
Lime Total Nitrogen	✓	
Lime pH	✓	✓
Lime EC	✓	✓

5.1 SWEP Gypsum Analysis

SWEP Gypsum Analysis - TEST SUMMARY	GA-1 Gypsum Analysis	GQ-1 Gypsum Quality
Test Code	GA-1 SWEP	GQ-1 SWEP
Region	Service Guide Former SWEP Lab	
ANALYSIS		
Gypsum purity, Ca, Mg, S %, optional Na %	✓	✓
EC 1:5 Gypsum	✓	✓
Gypsum Moisture	✓	✓
Gypsum Total elements	✓	
Gypsum Total Nitrogen	✓	
Gypsum pH	✓	✓

5.2 SWEP Water Analysis

SWEP Water Analysis - TEST SUMMARY	Extensive Irrigation & Livestock	Extensive Irrigation & Livestock plus Heavy Metals	Hydroponic Solution	Aquaculture Water	Industrial or Municipal Effluent	Water Bacteria	Drinking Water	Desalination
Test Code	WT-2 SWEP	WT-3 SWEP	WT-4 SWEP	WT-5 SWEP	WT-6 SWEP	WT-7 SWEP	WT-8 SWEP	WT-9 SWEP
Region	Service Guide Former SWEP Lab							
ANALYSIS								
pH	✓	✓	✓	✓	✓		✓	✓
EC	✓	✓	✓	✓	✓		✓	✓
NOx in water	✓	✓	✓	✓	✓		✓	✓
Chloride	✓	✓	✓	✓	✓		✓	✓
Total Traces ICP-OES (B, Cu, Co, Mn, Mo, Zn)	✓	✓	✓	✓	✓		✓	✓
Total Cats + Al, Fe, P, S (SO4)	✓	✓	✓	✓	✓		✓	✓
Water Alkalinity	✓	✓	✓	✓	✓		✓	✓
Heavy metals (Batch fee of \$41.00 +GST applicable per batch submitted)		✓		✓	✓		✓	
Water Coliforms						✓		
Hardness							✓	✓
NH4								✓
Turbidity								✓
Water TDS								✓
Flouride								✓

6. Extra Waters Analysis

Additional Waters analysis options can be added to test groups above. If the test groups do not meet your requirements please contact Eurofins APAL for a custom quote.

Item Code	Additional Waters Analysis	Rayment & Lyons
Alk Diss metals	Alkalinity Dissolved metals	TMw-005 TMw-008
Cl	Chloride	TMw-004
Diss metals	Dissolved metals	TMw-008
EC	EC	TMw-002
WathMet	Heavy metals (Batch fee of \$41.00 +GST applicable per batch submitted)	TMw-009
NH4	NH4	TMw-010
NOx	NOx in water	TMw-003
pH	pH	TMw-001
Total Cats + Al, Fe, P, S (SO4)	Total Cats + Al, Fe, P, S (SO4)	TMw-007
Total Traces ICP-OES (B, Cu, Co, Mn, Mo, Zn)	Total Traces ICP-OES (B, Cu, Co, Mn, Mo, Zn)	TMw-006
Water Turbidity	Turbidity	TMw-012
Water referred testing	Water referred testing Additional batch fee	TMw-Referred

6.1 SWEP Compost / Fertiliser Analysis

SWEP Compost / Fertiliser Analysis - TEST SUMMARY	CFT-1 Full Fertiliser Quality	FT-2 Total & Available Fertiliser Analysis	FT-2 Full Fertiliser Quality
Test Code	CFT-1 SWEP	FT-2 + Available SWEP	FT-2 SWEP
Region	Service Guide Former SWEP Lab		
ANALYSIS			
Total Metals	✓	✓	✓
Total N	✓	✓	✓
pH	✓	✓	✓
Moisture	✓	✓	✓
EC 1:5	✓	✓	✓
Compost - TOTC	✓	✓	✓
Compost Bacteria	✓		
NOx		✓	
NH4		✓	
Compost Cations		✓	
Compost Olsen P		✓	
Compost KCL/S		✓	
Compost DTPA Traces		✓	
Compost Available Boron		✓	
Compost Available Cobalt		✓	
Compost Available Moly		✓	

ADELAIDE

T 08 8332 0199

Unit 3, 11 Ridley St Hindmarsh SA 5007
PO Box 155 Welland SA 5007

PERTH

T 08 9477 2277

Unit 4, 158 Francisco St Belmont WA 6104
PO Box 174 Belmont WA 6984

E info@apal.com.au

apal.com.au

ABN 53 166 799 793

7. Extra Compost / Solid Fertiliser Analysis

Additional Compost / Solid Fertiliser analysis options can be added to test groups above. If the test groups do not meet your requirements please contact Eurofins APAL for a custom quote.

Item Code	Additional Compost / Solid Fertiliser Analysis	Rayment & Lyons
COM-Cl	Compost - Chloride	TMc-004
COM-TOTC	Compost - TOTC	TMc-013
COM-REFERRED TESTING	Compost Referred Testing	TMc-Referred
Sample prep	Compost sample preparation	TMc-001
COM-EC	EC 1:5	TMc-009
Fertiliser Hardness	Fertiliser Hardness	TMc-023
COM-HMET	Heavy metals (Batch fee of \$41.00 +GST applicable per batch submitted) Additional batch fee	TMc-011
COM-MOIST	Moisture	TMc-008
COM-NH4	NH4	TMc-012
COM-NOX	NOx	TMc-005
COMP-OC	Organic Carbon	TMc-007
COM-PH	pH	TMc-006
COM-TNV	TNV	TMc-014
COM-TOTEL	Total Elements	TMc-010
COMTOTMET	Total Metals	TMc-002
COM-TOTN	Total N	TMc-003

8. Administration

Item Code	Administration Charges
SPREP	A Sample Preparation charge will be applied if paper work is not filled out correctly and requires follow up. It will also be charged if soils need to be re bagged or processed. Sample preparation will also apply to tissue samples not sent in correctly (i.e. petioles with leaves or whole plants).
SWASH	A Sample Washing fee will apply if plant samples require washing. Contamination usually occurs when soil is present in bag or on sample.

STANDARD TERMS AND CONDITIONS OF SALE (AUSTRALIA)

1. Area of Application

1.1 All Orders accepted by Eurofins APAL Pty Ltd, Eurofins Agro Testing Queensland Pty Ltd or any of their subsidiaries or affiliates (collectively, "ES") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Chief Executive Officer of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Chief Executive Officer of ES.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES- approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is clear and it has been provided all required information

2.2 Unless specifically accepted in writing and signed by the Chief Executive Officer of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

2.3 ES is entitled to charge management and administrative fees of up to Twenty Five Dollars (\$25) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and good and services tax) and are based on tariffs in force at the day of the remittance of the offer to

3.3 Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative fee of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the rate set down

from time to time pursuant to section 2 of the *Penalty Interest Rates Act* 1983 (Vic), whichever is lower.

3.4 Invoices are subject to a minimum invoice charge of one hundred Dollars (\$100). ES has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

3.6 ES is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, unless ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by Australia Post mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other.

7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of the order and (ii) ten

times the amount ES actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the courts of Victoria, Australia (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.