

TERMS OF PURCHASE AND RESPONSIBILITIES

At all times, the Safe Operating Procedures (SOP) shall remain in copyright to Hasmate Ltd.

As right of purchase, Hasmate Ltd provide the purchaser with permission to amend and to change the SOPs and/or the hazard/risk registers to fit the unique needs of their business.

Our only requirement is that the Hasmate name and copyright symbol (© Hasmate) are to remain in its fixed position at the bottom left hand side of all documents.

At all times the purchaser is prohibited from on-selling for commercial gain, and/or copying, electronic or by any other means for the distribution to any other party outside of this agreement.

RESPONSIBILITIES OF THE PURCHASER

While Hasmate Ltd has endeavored to complete the SOP information in good faith and as accurately as possible, it is the purchaser's responsibility to review, amend and/or customize the information to suit their business operations. This may include and not limited to any safety, quality, policies, food safety and industry standards, national standards, or codes of practice that are associated with their business activity.

As the SOPs are supplied as open source documents with a "DRAFT" water mark for amendment to the purchaser's business, we suggest that the purchaser include:

- 1. their company logo at the top of the SOP;
- 2. the "DRAFT" water mark is changed to a company logo or abbreviation;
- 3. the SOP is secured as a read only document as a PDF, so it can't be amended, and it remains the original copy for the business; and
- 4. photos of specific machinery, equipment, or actions.

INDEMNITY STATEMENT

Hasmate Ltd takes no responsibility for the use or application of the SOP in the purchaser's business or any other associated business or third party for any financial, any other loss, claim, injury or other incidents or accidents due to the use of the original or amended SOP following purchase.

TERMS OF PAYMENTS

Invoicing

Accounts for services will be invoiced following the service or proposal development and is required to be paid in full **seven (7)** days following invoice.

Where the purchase is for less than \$300 + GST, Hasmate Ltd reserves the right to require full payment prior to the SOPs and/or hazard registers being provided to the purchaser.

Penalty for late payment

Where payment is not received by the due date, Hasmate Ltd reserves the right to add an additional charge of 10% plus GST to the outstanding account, compounding monthly. This penalty fee will be included as part of the following invoice. If payment is not received within 7 days of the last invoice, the account will be placed in the hands of a debt collection agency.

Collection of outstanding accounts

Where overdue accounts are referred to a debt collection agency or for legal opinion for the collection purposes, the purchaser shall be responsible for the collection costs and/or any associated legal fees. This cost will also include a cost for the time taken (a minimum of one hour) incurred by Hasmate Ltd for the time taken to settle the outstanding account.

Preparation of claims

The purchaser will be responsible for all additional reasonable costs that are incurred by Hasmate Ltd for the investigation and/or preparation of any documentation or application fees made by Hasmate Ltd for the support and presentation to resolve any claim made against Hasmate Ltd for the collection of outstanding accounts.