



**NEW ZEALAND WOOL TESTING AUTHORITY LTD  
TERMS FOR RAW WOOL CERTIFICATE TESTING AND REPORT TESTING SERVICES**

**1. Application of these Terms**

- 1.1 These terms apply to each agreement (an **agreement**) for the provision of a raw wool Certificate testing service or Report testing service (including a related sampling service) (a **testing service**).
- 1.2 The parties to each agreement are New Zealand Wool Testing Authority Ltd (**NZWTA Ltd** or **we**) and the Client (**you**).
- 1.3 Any order which you place with us or receipt by you of test results after receiving notice of these terms constitutes acceptance of these terms. We must agree in writing to any additional or different term.

**2. Certificate Testing Services**

- 2.1 **Certificate testing service** means that we will certify that the test results are within the precision limits of the relevant IWTO Test Method.
- 2.2 We will certify that the test results are within the precision limits of the relevant IWTO Test Method, but no other warranty is expressed or implied, including the sampling methodology of the sample tested.
- 2.3 We will carry out the Certificate testing service with due professional care and skill.
- 2.4 A Certificate will be issued, reporting the results in accordance with the relevant Test Method(s) and any directly associated Regulations. On request, NZWTA Ltd will make available sampling, weighing and/or testing details to any person who appears to be a bona fide bearer or transferee of an original Certificate or an official copy. Photocopies and other reproductions are not recognised as Certificates.
- 2.5 We can invalidate a Certificate unless, on request, you provide us with information that satisfies us that the wool is accurately described by stating the relevant IWTO Wool Preparation Categories. We are not liable for any loss you suffer if we invalidate a Certificate.

**3. Report Testing Services**

- 3.1 **Report testing service** means that we will not certify the test results, but will instead issue a Report.
- 3.2 We will carry out a Report testing service if any of the following circumstances apply:
  - (a) We do not perform the sampling and testing in accordance with the relevant IWTO Test Method and any directly associated Regulations, whether because:
    - (i) we use a Test Method determined by ourselves; or
    - (ii) we use a Test Method requested by the Client.
  - (b) The Report includes test results issued by a test house other than NZWTA Ltd. We cannot attest to the accuracy of the test results or to the test procedures employed, because the test results were not arrived at by sampling and/or testing procedures under our control or supervision.
- 3.3 We will carry out the Report testing service with due professional care and skill.
- 3.4 A test Report applies only to the sample tested, and is intended to provide you with guidance information only. No responsibility can be accepted by NZWTA Ltd for any claim which may arise from any person acting on information contained in the Report.
- 3.5 You must at all times indemnify us and our officers, employees, contractors and agents against any loss (including reasonable legal costs and expenses) or liability arising from the possession of a Report by a third party.

**4. Provisions Applicable to Both Certificate Testing Services and Report Testing Services**

- 4.1 All sample material remaining after testing becomes our property, which we may use in any way.
- 4.2 Certificates and Reports are available in hard copy and/or through an electronic data interchange system under clause 8, at your option.
- 4.3 You must not:
  - (a) alter or allow alteration of Certificates or Reports; or
  - (b) reproduce or allow the reproduction of Certificates or Reports except in full.

We disown all responsibility, to any party, in relation to a Certificate or Report which has been altered.

## 5. Fees

5.1 We will calculate the fee according to:

- (a) the NZWTA Ltd Price List in force from time to time; or
- (b) contract fees agreed with the Client for non-standard testing services.

5.2 You must pay the fees by the 20<sup>th</sup> of the month following the date of invoice, unless we have agreed in writing to some other arrangement. We may charge interest on overdue invoices at a rate being 2% above the Bank of New Zealand's 30 day Bank Bill Rate.

5.3 All payments must be made in New Zealand dollars unless otherwise agreed. We will not accept credit card payment of statements.

## 6. Taxes

You must pay any tax, levy or impost imposed on the testing services provided under an agreement, including but not limited to any goods and services tax, in addition to our fees at the same time that you pay our fees.

## 7. Delay in Meeting Service Levels

7.1 We offer 2 levels of service for IWTO Greasy Wool Core Test Certificates and IWTO Staple Test Certificates, Normal and Express, meaning that:

- (a) **Normal:** all Test Certificates available after 2 days in the laboratory.
- (b) **Express:** Samples received in the laboratory by 7.30 am with results issued by 5 pm the same day.

7.2 While we will make all reasonable endeavours to meet the service level selected by you, we cannot guarantee that we will do so. We are not liable for any loss arising from delay in meeting a service level.

7.3 Even where a service level does not apply, we make all reasonable endeavours to complete testing services promptly. However, we are not liable for any loss arising from delay in carrying out such a testing service or producing a Certificate or Report.

## 8. Electronic Data Interchange

8.1 This clause applies where you use an electronic data interchange system to access our database of test results and other data.

8.2 While we make all reasonable endeavours to ensure that our database is accurate, complete and up to date, we cannot guarantee the integrity of the telecommunications line used to transmit the data to your computing system. We are not liable for any loss arising from problems with the line, including your inability to access our system or due to loss or corruption of data. You are responsible for the accuracy of any data that you transmit to us that is matched to test results.

8.3 You are responsible for ensuring that your software is capable of capturing all Certificate and Report data. We are not liable for any loss you suffer because of problems with your software or your computing system, or any other problem outside our control.

## 9. Copyright and Use of Test Results

9.1 We retain copyright in all test results and other written material (the ~~material~~) produced under an agreement, and subject to the confidentiality obligation set out in clause 9.2, may use it for any purpose.

9.2 We will keep the material confidential, except where:

- (a) it is already in the public domain;
- (b) we are required to disclose it by law; or
- (c) we provide all or part of the material to a person presenting a Certificate or an official copy of a Certificate, in accordance with clause 2.4.

**10. Client's Responsibility for Sampling Employees' Health and Safety**

- 10.1 You must take all reasonable care for the health and safety of our sampling employees when they are working on premises which you own or control.
- 10.2 You must at all times indemnify us and our officers, employees, contractors and agents against any loss (including reasonable legal costs and expenses) or liability arising from injury to any of our employees because of negligence by you or your officers, employees, contractors or agents.

**11. Liability**

- 11.1 You acknowledge that we have not made any statement or other representation, not expressly stated in these terms, which has induced you to enter into an agreement.
- 11.2 Subject to clause 12, we are not liable for any loss or damage whatsoever (including loss of profits or other consequential loss) arising in connection with an agreement (including because of negligence by us).

**12. Implied Terms**

- 12.1 Unless precluded by law, any condition or warranty which would otherwise be implied in an agreement is excluded.

**13. Governing Law**

Each agreement is governed solely by the law of New Zealand.

**14. Dispute Resolution**

- 14.1 The parties must attempt to resolve any dispute as quickly as possible. However, if such dispute is not resolved within 20 business days of notification by one of the parties to the other of the particulars of the dispute, before issuing proceedings at court, either one of the parties may refer the dispute to mediation, administered by LEADR Association of Dispute Resolvers - New Zealand in accordance with its guidelines for commercial mediation. Each of us must bear our own costs of the mediation.
- 14.2 Should the matter be referred to mediation under clause 14.1, neither one of the parties may commence court proceedings concerning a matter in dispute unless the matter has not been resolved within 90 days of the referral.

**15. Severance**

If any provision of these terms is held to be invalid or unenforceable, such provision will be struck out and the remaining provisions will remain in force.

**16. Indemnity**

You must at all times indemnify us and our officers, employees, contractors and agents (~~those indemnified~~) against any loss (including reasonable legal costs and expenses) or liability arising from any proceedings against those indemnified where such loss or liability was caused by:

- (a) a breach by you of an agreement; or
- (b) incurred by those indemnified in enforcing any rights under an agreement with you.

**17. Termination**

Without limiting the generality of any other clause in these terms, we may cease to fulfil work in progress or refuse to commence new work for you if you are in breach of any term of an agreement.

**18. Amendment of these Terms**

We may amend these terms at any time by notifying you, including in any one or more of the following ways:

- (a) printing the amended terms on our weight notes or Test Request forms;
- (b) referring to the amendments and/or printing the amended terms in a newsletter or Fees List; or
- (c) posting the amended terms on our internet site ([www.nzwta.co.nz](http://www.nzwta.co.nz)).

Your continued use of our testing services after such notice will constitute acceptance of the variation.

**19. Force Majeure**

- (a) Non-performance by either of the parties of any obligation required by an agreement as a result of force majeure will be excused during the time and to the extent that such performance is prevented, wholly or in part, by force majeure.
- (b) Force majeure means a circumstance beyond the reasonable control of one of the parties which results in one of the parties being unable to observe or perform on time an obligation under the agreement. Such circumstances include but are not limited to acts of God, explosions, fires and strikes.

**20. Sub-Contracting to External Laboratories**

We may, after notifying you, sub-contract all or part of any testing service to an external laboratory. These terms (except this clause) apply to testing services sub-contracted as if we had performed all of the testing services ourselves.

**21. Waiver**

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.