

Industrial Hygiene Consultants				 INDUSTRIAL HYGIENE CONSULTANTS
Document Title: Terms of Business		Revision 1		
Document No: SD402	Issue Date: 16-09-2025	Approver: A. Botha	Signature: 	

Terms of Business

A. SOLE AGREEMENT

- These Terms of Business, the proposal/quotation and any attachments forming part thereof, and any letter of appointment or confirmation of appointment (collectively "the Contract") constitute the sole agreement relating to the services rendered.
- In the event of conflict or discrepancy between the above documents, the following order of precedence shall apply unless expressly agreed otherwise in writing:
 - Proposal / Quotation
 - Terms of Business
 - Letter / Confirmation of Appointment

B. INDUSTRIAL HYGIENE CONSULTANTS' UNDERTAKING

- INDUSTRIAL HYGIENE CONSULTANTS shall exercise reasonable skill, care, and diligence in performing the services.
- As a Conformity Inspection Body, INDUSTRIAL HYGIENE CONSULTANTS shall, where our services are accredited, comply with the conduct of the Accreditation Bodies.

C. CONTRACTING PARTIES' RELATIONSHIP

- The parties acknowledge that, unless otherwise agreed in writing, no partnership, joint venture, employment, or relationship other than that of independent entities shall exist between them by reason of the conclusion of the contract.
- None of the parties has the authority to bind the other in any way without the other's written consent.
- Neither of the parties will be restricted from rendering services similar to those of third parties.
- INDUSTRIAL HYGIENE CONSULTANTS shall notify the client of any changes to its inspection requirements.
- The client shall inform INDUSTRIAL HYGIENE CONSULTANTS immediately of any matters that may affect the capability of the management system to continue to fulfil the requirements for inspection.
- The client shall provide INDUSTRIAL HYGIENE CONSULTANTS inspectors, inspectors-in-training, and observers access to its premises and facilities on prior arrangement, which access will not be unreasonably withheld to conduct inspection activities, including short-notice inspections.
- If induction training and on-site medical surveillance are prerequisites for site access, this will be arranged beforehand and will be the client's responsibility.
- The client shall grant INDUSTRIAL HYGIENE CONSULTANTS inspectors access to the documented inspection history.
- The client shall ensure that key personnel are available on site on the scheduled date of the survey. These personnel should know the process, health hazards, and stressors.
- The process should be in full operation on the day of the survey.
- If weather conditions may influence results, rescheduling of the inspection should be considered.
- Short-notice inspections may result from customer complaints, weather conditions, or process terminations.

D. ACCURACY OF INFORMATION

- Unless specifically otherwise agreed, INDUSTRIAL HYGIENE CONSULTANTS shall be entitled to rely on the accuracy of information supplied by the other party to render the services.

E. MARKS & LOGOS

- The client organisation shall adhere to the following requirements regarding reference to inspection:
 - conforms to the requirements of INDUSTRIAL HYGIENE CONSULTANTS when making reference to its assessment status in communication media such as the internet, brochures, advertising, or other documents,
 - does not make or permit any misleading statement regarding its inspection,
 - does not use or permit the use of an inspection document or any part thereof in a misleading manner, upon suspension or withdrawal of its inspection, discontinues its use of all advertising material that contains a reference to inspection,
 - does not imply that the inspection applies to activities that are outside the scope of the inspection, and
 - does not use its inspection in such a manner that it would bring INDUSTRIAL HYGIENE CONSULTANTS and/or system inspection into disrepute and cause the loss of public trust.
- INDUSTRIAL HYGIENE CONSULTANTS shall take appropriate action and deal with incorrect references to inspection status or misleading use of inspection documents, marks, or inspection reports.

F. Available Information

- Information describing Industrial Hygiene Consultants' inspection process shall be maintained and available or provided upon request.

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G. TERMS OF PAYMENT

1. Invoices for services rendered shall be submitted according to the deliverables agreed upon.
2. VAT shall be charged at the relevant rate.
3. Payment shall be made in full on the agreed dates, which may be an upfront payment or within 30 (thirty) days of the date of issue of any invoice.
4. In the event of late payment, interest shall be charged at the overdraft interest rate INDUSTRIAL HYGIENE CONSULTANTS is charged by its bank, plus 2 (two) percentage points per annum compounded monthly, calculated from the due date of payment.
5. In addition, INDUSTRIAL HYGIENE CONSULTANTS can stop work until payment is received. If the charges payable by the client to INDUSTRIAL HYGIENE CONSULTANTS are not paid in full within 30 days of the date of the invoice, the company shall be entitled to withdraw its services without prejudice to its rights. The withdrawal services shall not relieve the client from payment of any charges due.
6. If an item in an invoice is disputed, payment on the remainder may not be delayed. Client shall give INDUSTRIAL HYGIENE CONSULTANTS 15 days' written notice of any disputed items in the invoice. If a contested item is finally determined to be payable, interest shall be charged as stated above.
7. Unless specifically incorporated in the quotation/proposal, expenses incurred shall be reimbursed on a monthly basis as an additional charge.

H. CONTRACT DURATION

1. The contract shall commence on the date on which the acceptance of the proposal/quotation in writing has been delivered to INDUSTRIAL HYGIENE CONSULTANTS and shall, unless terminated as provided for herein, endure until the services have been delivered and INDUSTRIAL HYGIENE CONSULTANTS has received payment for such services in full.
2. The contract may be terminated (a) by agreement or (b) in the event of breach by either party, which the defaulting party fails to remedy within 7 days after receiving notice from the other party specifying the breach and requiring its remedy or (c) by either party with immediate effect in the event of bankruptcy, insolvency or similar proceedings being instituted against the other party.
3. Termination shall not prejudice the parties' accrued rights, claims, and liabilities.
4. All terms of this contract that are intended by their nature to survive termination of this contract shall survive termination and remain in full force, including but not limited to the terms concerning fees and payment, disclaimers, limitations, and indemnities.

I. LIABILITY

1. Client shall indemnify INDUSTRIAL HYGIENE CONSULTANTS, Industrial Hygiene Consultants' employees, representatives, and subcontractors against claims in connection with the work as a result of
 - a) the death of or personal injury to Client's employees, representatives, or subcontractors
 - b) the loss of or damage to the property of Client, Client's employees, representatives, or subcontractors
2. INDUSTRIAL HYGIENE CONSULTANTS shall indemnify Client, Client's employees, representatives, and subcontractors against claims in connection with the work as a result of
 - a) the death of or personal injury to Industrial Hygiene Consultants' employees, representatives, or subcontractors
 - b) the loss of or damage to the property of INDUSTRIAL HYGIENE CONSULTANTS, Industrial Hygiene Consultants' employees, representatives, or subcontractors
3. Either party shall indemnify the other party against each and every liability which either party may incur to any other person whatsoever and against the adverse effects of all claims, including claims by third parties, to the extent that the same may arise as a result of a contracting party's breach of its Contract obligations, delict, warranty or otherwise.
4. In the event of breach, the amount of compensation payable shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, excluding any punitive or consequential loss or damage.
5. Industrial Hygiene Consultants' liability shall, in any event, be limited to a value equal to twice the value of the fees payable to it under the contract.
6. In the event of joint liability with others, the proportion of compensation payable shall be limited to that proportion of liability attributable to a party's breach.
7. The exclusions of liability shall not apply to the extent that any liabilities arise out of acts or omissions or misrepresentations which are, in any case, criminal, dishonest, or fraudulent on the part of INDUSTRIAL HYGIENE CONSULTANTS.
8. Both Client and INDUSTRIAL HYGIENE CONSULTANTS agree to take out the necessary liability insurance to cover any amount in damages either Party may be liable to pay pursuant to the conditions in the above-mentioned Section of this Agreement or governing law. Client and INDUSTRIAL HYGIENE CONSULTANTS shall, upon request, submit to the other Party a valid insurance policy or other certified evidence of coverage for the work.
9. INDUSTRIAL HYGIENE CONSULTANTS shall ensure that any subcontractors it may use maintain insurance coverage.

J. CONFIDENTIALITY

1. Neither party shall disclose confidential information relating to the other party or this agreement without the prior written consent of the other party.
2. Confidential information disclosed shall only be used for purposes of this agreement and disclosing client files to the South African National Accreditation System (SANAS) and other relevant accreditation bodies for the purpose of evaluating Industrial Hygiene Consultants' conformance to accreditation requirements.
3. Clauses J1 and J2 above shall not preclude INDUSTRIAL HYGIENE CONSULTANTS from citing the performance of its services to the other party, to its clients, or prospective clients as an indication of its experience.

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4. Any information gathered by INDUSTRIAL HYGIENE CONSULTANTS or supplied by the client relating to hazard identification and risk assessment, as well as any report, shall be kept confidential, and copies shall only be provided to the contact person, including mandatory inspections.
5. Industrial Hygiene Consultants is required by law to submit a report on 31 March and 30 September of every year to the Chief Inspector (Department of Employment and Labour) containing information on surveys conducted on the following stressors, e.g., Asbestos, Lead, Hazardous Chemical Agents, Noise, and Maintenance of Control Measures.
6. When the Inspection Body is required by law or authorized by contractual commitments to release any other confidential information than discussed in no 5 above, the client or individual concerned will be notified of the information to be provided via e-mail communication.
7. Any information obtained from sources other than the customer will be treated as confidential.

K. INTELLECTUAL PROPERTY RIGHTS

1. All proprietary rights to the Deliverables provided by INDUSTRIAL HYGIENE CONSULTANTS in the performance of the work shall be the property of the Client unless otherwise specified. INDUSTRIAL HYGIENE CONSULTANTS shall have free access at all times to such Deliverables.
2. Any pre-existing intellectual property rights (including copyright and knowledge) remain the property of INDUSTRIAL HYGIENE CONSULTANTS. In addition, any documents, data, and computer programs developed during the work that are not defined as Deliverables are the property of INDUSTRIAL HYGIENE CONSULTANTS.
3. Upon termination of this agreement, the parties shall return all copies of such documentation to the author thereof or, on his instructions, destroy any such copies.

L. VARIATION / ADDITIONAL SERVICES

1. Variations to the agreement/scope of work shall only be effective if agreed upon in writing.
2. All change orders shall be in writing and shall clearly define the changes requested.
3. If additional services are required, the parties must agree on the cost thereof prior to the rendition of the services.

M. ARBITRATION

1. Any dispute arising from this agreement shall first be resolved through good faith negotiations between the parties at a senior management level, failing which such dispute shall be finally settled through arbitration by a single arbitrator. Arbitration proceedings shall be in accordance with the rules and procedures of the Arbitration Foundation of South Africa (AFSA).

N. GOVERNING LAW

1. The law of South Africa shall be applicable.

O. ASSIGNMENT / SUBCONTRACTING

1. Neither party may assign, sublet or transfer any right or obligation hereunder without the written consent of the other party, which consent shall not be unreasonably withheld.

P. FORCE MAJEURE

1. Neither of the parties will be liable to the other for any delay or failure to fulfill their obligations under this contract to the extent that any such delay or failure arises from causes beyond their control, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, terrorist activities, strikes, lockouts & industrial action.
2. If an event contemplated as described above arises, the affected party shall promptly dispatch a written notice to that effect to the other party.

Q. RETENTION OF RECORDS

1. Unless specifically required otherwise by legislation, all records and files pertaining to this contract shall be destroyed after 5 (five) years of the date of termination of the contract.

R. PERSONNEL

1. Substitution of staff working on a contract will not normally be made, except where this becomes unavoidable. The client will be informed via written notification.

S. EMPLOYMENT

1. The client shall not seek to employ any INDUSTRIAL HYGIENE CONSULTANTS personnel during their engagement, or for a period of six months after the completion of a contract.

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T. SUB-CONTRACTS

1. INDUSTRIAL HYGIENE CONSULTANTS may sub-contract any special work necessitated by the assignment. In such cases, INDUSTRIAL HYGIENE CONSULTANTS will act as a principal but may, if so instructed by the client, act as its agent.

U. ELECTRONIC COMMUNICATION

1. The parties contract out of the provisions of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002).
2. The parties acknowledge that the electronic transmission of information cannot be guaranteed to be secure or virus- or error-free, and consequently, such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or otherwise be adversely affected or unsafe to use. The parties agree that:
 - i Each party accepts the above risks associated with electronic communications
 - ii Each party agrees to use commercially reasonable procedures to check for the currently most commonly known viruses before sending information electronically.
 - iii Each party shall be responsible for protecting its own systems and interests in relation to electronic communications and neither party (in each case including its respective directors, partners, employees, sub-contractors or agents) will have any liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between the parties or their reliance on such information.

V. COMPLAINTS AND APPEALS

A description of the handling process for complaints and appeals will be made available to any interested party on request.

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Document control					
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Rev No	Date Approved	Section	Paragraph	Summary of Change	Approved
0	01-09-2025	-	-	Initial Document Approval	A Botha (TM)
1	16-09-2025	J.	2.	Revised confidentiality of client documents to SANAS	A Botha (TM)
2					
3					