

## Supplemental Terms and Conditions for Consultancy Services

This Appendix for Consultancy Services (the “**Consultancy Services Terms**”) are appended to the Mérieux NutriSciences Terms and Conditions for Services available at <https://www.merieuxnutrisciences.com/au/terms-conditions/> (the “**General T&Cs**”) and apply to all contracts for the performance of technical consultancy services by MNAQ (“**Consultancy Services**”). These Consultancy Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any Service Order, proposal or agreement for Consultancy Services entered into between Customer and MNAQ. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### **1. Timing**

If MNAQ requires information from Customer for the execution of the Consultancy Services, the term for the execution does not begin before the Customer has supplied MNAQ with the correct and complete information.

### **2. Cancellation or Postponement.**

Customer agrees to pay 100% of the fees upon execution of the Service Order. If Customer wishes to cancel the Consultancy Services via a notification sent to MNAQ at a time when MNAQ has accomplished half or more than half of the Consultancy Services, Customer agrees that the amount already paid is not refundable unless otherwise agreed. If Customer wishes to cancel the Consultancy Services via a notification sent to MNAQ at a time when MNAQ has accomplished less than half of the Consultancy Services, Customer agrees that 50% of the amount already paid is not refundable unless otherwise agreed. If a Consultancy Service is postponed with less than one (1) week notice prior to the start date, an additional fee of 10% of the project price or AUD \$2,000, whichever is greater, will be charged. Customer agrees that amounts specified above constitute a reasonable measure of damages given the nature of the losses that may result, and any such payments are not intended to serve as punishment for any such action by Customer.

### **3. Contract Extras**

3.1. If any changes or additions are made at the Customer’s request or that are necessary in MNAQ’s opinion and have an effect on the volume of the work agreed within the framework of the Service Order changes, e.g. contract extras, any additional work that arises from that will be invoiced in accordance with MNAQ’s rates that are current at the time the work is executed. Insofar a fixed price has been agreed under a Service Order, MNAQ shall inform the Customer in writing about the financial consequences for the additional work intended.

3.2. The Customer accepts that the arranged or expected time of completion of the Service Report(s) and the mutual responsibilities of MNAQ and the Customer may be affected due to additions or changes to the Service Order.

### **4. Pricing and Invoicing**

4.1. If any fees are required under the Service Order to be paid prior to the commencement of the Consultancy Services, at completion of the Consultancy Services by MNAQ, any such advance payment by Customer will be credited against the last invoice.

4.2. Quoted fees excluding travel fares & accommodation will be charged at cost. In addition, for on-site Services requiring Consultant to travel by public transport/train/car/flight, the following “Special Travel Fees” guidelines:

- For any on-site Services requiring Consultant to travel by public transport/train/car, an additional fee equal to the result of the applicable hourly rate multiplied by at minimum two (2) hours will be charged.
- For any on-site Services requiring Consultant to travel by flight, an additional fee equal to the result of the applicable hourly rate multiplied by the duration of the flight time will be charged.

### **5. Miscellaneous**

5.1. MNAQ may utilize the services of employed and contracted consultants to deliver the Consultancy Services.

5.2. During the term of the Contract and for a period of one (1) year thereafter, Customer will not solicit, for the purposes of employment or retention as an independent contractor, any of MNAQ’s employees or contractors involved in providing the Consultancy Services. The foregoing will not prohibit Customer from hiring any individual who applies for a position in response to a general advertisement for employment or hire.

5.3. During the course of performing the Consultancy Services, MNAQ may take pictures of the Customer’s facilities.