

Statements of Limitation

All and any Services proposed by Greencap to the Client were subject to the Terms and Conditions listed on the Greencap website at: <https://www.greencap.com.au/terms-conditions>. Unless otherwise expressly agreed to in writing and signed by Greencap, Greencap does not agree to any alternative terms or variation of these terms if subsequently proposed by the Client. The Services were carried out in accordance with the current and relevant industry standards of testing, interpretation and analysis. The Services were carried out in accordance with Commonwealth, State, Territory or Government legislation, regulations and/or guidelines. The Client was deemed to have accepted these Terms when the Client signed the Proposal (where indicated) or when the Company commenced the Services at the request (written or otherwise) of the Client.

The services were carried out for the Specific Purpose, outlined in the body of the Proposal. To the fullest extent permitted by law, Greencap, its related bodies corporate, its officers, consultants, employees and agents assume no liability, and will not be liable to any person, or in relation to, any losses, damages, costs or expenses, and whether arising in contract, tort including negligence, under statute, in equity or otherwise, arising out of, or in connection with, any matter outside the Specific Purpose.

The Client acknowledged and agreed that proposed investigations were to rely on information provided to Greencap by the Client or other third parties. Greencap made no representation or warranty regarding the completeness or accuracy of any descriptions or conclusions based on information supplied to it by the Client, its employees or other third parties during provision of the Services. Under no circumstances shall Greencap have any liability for, or in relation to, any work, reports, information, plans, designs, or specifications supplied or prepared by any third party, including any third party recommended by Greencap. The Client releases and indemnifies Greencap from and against all Claims arising from errors, omissions or inaccuracies in documents or other information provided to Greencap by the Client, its employees or other third parties.

The Client was to ensure that Greencap had access to all information, sites and buildings as required by or necessary for Greencap to undertake the Services. Notwithstanding any other provision in these Terms, Greencap will have no liability to the Client or any third party to the extent that the performance of the Services was not able to be undertaken (in whole or in part) due to access to any relevant sites or buildings being prevented or delayed due to the Client or their respective employees or contractors expressing safety or health concerns associated with such access.

Unless otherwise expressly agreed to in writing and signed by Greencap, Greencap, its related bodies corporate, its officers, employees and agents assume no liability and will not be liable for lost profit, revenue, production, contract, opportunity, loss arising from business interruption or delay, indirect or consequential loss or loss to the extent caused or contributed to by the Client or third parties, suffered or incurred arising out of or in connection with our Proposals, Reports, the Project or the Agreement. In the event Greencap is found by a Court or Tribunal to be liable to the Client for any loss or damage arising in connection with the Services, the Client's entitlement to recover damages from Greencap shall be reduced by such amount as reflects the extent to which any act, default, omission or negligence of the Client, or any third party, caused or contributed to such loss or damage. Unless otherwise agreed in writing and signed by both parties, Greencap's total aggregate liability will not exceed the total consulting fees paid by the client in relation to this Proposal. For further detail, see Greencap's Terms and Conditions available at <https://www.greencap.com.au/terms-conditions>

The Report is provided for the exclusive use of the Client and for this Project only, in accordance with the Scope and Specific Purpose as outlined in the Agreement, and only those third parties who have been authorized in writing by Greencap. It should not be used for other purposes, other projects or by a third party unless otherwise agreed and authorized in writing by Greencap. Any person relying upon this Report beyond its exclusive use and Specific Purpose, and without the express written consent of Greencap, does so entirely at their own risk and without recourse to Greencap for any loss, liability or damage. To the extent permitted by law, Greencap assumes no responsibility for any loss, liability, damage, costs or expenses arising from interpretations or conclusions made by others, or use of the Report by a third party. Except as specifically agreed by Greencap in writing, it does not authorize the use of this Report by any third party. It is the responsibility of third parties to independently make inquiries or seek advice in relation to their particular requirements and proposed use of the site.

The conclusions, or data referred to in this Report, should not be used as part of a specification for a project without review and written agreement by Greencap. This Report has been written as advice and opinion, rather than with the purpose of specifying instructions for design or redevelopment. Greencap does not purport to recommend or induce a decision to make (or not make) any purchase, disposal, investment, divestment, financial commitment or otherwise in relation to the site it investigated.

This Report should be read in whole and should not be copied in part or altered. The Report as a whole set out the findings of the investigations. No responsibility is accepted by Greencap for use of parts of the Report in the absence (or out of context) of the balance of the Report.