

REQUEST FOR ANALYSIS

Requested by(**Contact person**).....Date:.....

Cellular No.:..... Email address:.....

Organization/Business:.....

Postal Address:.....

Postal Code:

Business Telephone No:.....Fax No:.....

Order number:.....

VAT Reg. No.....
(Order number to be submitted with samples)

Sample Details: **1)**.....**4)**.....

2).....**5)**.....

3).....**6)**.....

7).....

Analysis requested:

Please tick box (x)

		1	2	3	4	5	6	7
DRINKING WATER STANDARDS SABS 241	Heterotrophic Plate Count							
	Total coliforms							
	Faecal coliforms							
	<i>E.coli</i>							
Other microbiological tests	Enterococci							
	Pseudomonas							

Cost of analysis:.....

Method of payment:.....

Additional comments/ requests

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WALAB ROUTINE TESTING: GENERAL CONTRACT CONDITIONS

In these general contract conditions, "WALAB" means The WALAB, a juristic person, established in accordance with the Scientific Research Council Act, Act No. 46 of 1988.

Any reference hereto to "Contract" shall mean the Proposal as accepted by the Client, together with these general conditions of contract

<p>1. PURPOSE OF THE PROPOSAL</p> <p>The purpose for the request of the work as set out in the accompanying Proposal must be disclosed to the satisfaction of the WALAB</p> <p>2. REPORTS</p> <p>The final report will be the property of the Client and may be published by it, provided that the WALAB shall be indemnified by the Client against any claims for damages that may result from the publication of that report.</p> <p>3. ACCEPTANCE OF CONDITIONS</p> <p>Acceptance of the Proposal shall be deemed to include acceptance of the Conditions contained herein, and the person accepting the Proposal on behalf of the Client, where applicable, warrants that he/she is duly authorized so to act on behalf of the Client and also warrants that the legal entity of the Client is as stipulated in the Proposal. Should it subsequently appear that he/she was not in fact properly authorized or that incorrect information was supplied with regard to the Client's legal status, he/she will be liable as surety and co-principal debtor, in his/her personal capacity, against the WALAB, for the fulfillment of all the obligations contained herein, and will in his/her personal capacity be bound by all the terms and conditions contained in both the Proposal and herein.</p> <p>4. CONFIDENTIALITY</p> <p>4.1 For purposes of this clause, "Confidential Information" means information that (i) relates to the Disclosing Party's past, present or future research, development, business activities, products services and technical knowledge relating to the Work, and (ii) either has been identified in writing as confidential, or is of such a nature, or has been disclosed in such a way that it is obvious to the other Party that it is claimed as confidential. The Party disclosing the confidential informations referred to as "the Disclosing Party" and the Party receiving such information as "the Recipient".</p> <p>4.2 The contents of any interim reports issued by the WALAB comprise WALAB confidential information unless the WALAB has granted its written consent to the Client to divulge the contents of such report.</p> <p>4.3 The Recipient shall:</p> <ul style="list-style-type: none"> i. treat as strictly confidential and secret any and all information given or made known to it during the contract period. ii. keep all Confidential information secret towards third Parties and only use it in co-operation with the Disclosing Party for the purpose expressly agreed upon by the Parties and to disclose same to its employees only on the basis of the need to know; iii. accept responsibility for the observance by its employees of the secrecy undertakings contained herein; <p>4.4 The above undertakings shall not apply to:</p> <ul style="list-style-type: none"> i. Information which at the time of disclosure is published or otherwise generally available to the public; ii. Information which the Recipient can show was in its possession at the time of disclosure by the Disclosing Party; iii. Information rightfully acquired from others who did not obtain it under pledge of secrecy to either of the Parties; iv. Information contained in any final report issued by the WALAB; and 	<p>7 LIMITATION OF LIABILITY</p> <p>Any claim for damages, including, but not limited to, loss of income, consequential or incidental damages, against the WALAB, whether in delict or based on this Contract, shall be limited to an amount equal to the contract price or the amount actually paid by the client to the WALAB in respect of the work performed in terms of this Contract, whichever is the lesser.</p> <p>8 GOVERNING LAW AND DISPUTE RESOLUTION</p> <p>8.1 This Contract shall be governed by and construed under and in accordance with the laws of the Republic South Africa.</p> <p>8.2 In the event of any dispute arising from this agreement, the dispute shall be adjudicated by a competent High Court in South Africa, (unless otherwise agreed between the parties at the time by means of a written arbitration or other agreement); and for these purposes the Parties agree to the exclusive jurisdiction of South African Courts for the adjudication of such disputes.</p> <p>9 BREACH AND TERMINATION</p> <p>In the event of any of the parties committing a material breach of any of the terms and conditions of this Contract, and remaining in default for a period of SEVEN (7) days after receipt by it of written notice from the other party calling for such breach to be remedied, the party delivering such notice shall be entitled, without prejudice to any other rights it may have in terms of this Contract or in law, to terminate this Contract by written notice to that effect given to the other party.</p> <p>10 DOMICILIUM CITANDI ET EXECUTANDI</p> <p>The Parties hereto respectively choose as their domicilium citandi et executandi for all purposes of, and in connection with this Contract, the addresses stated in the attached Proposal accepted by the WALAB.</p> <p>11 NOTICES</p> <p>Any notice to be given hereunder shall be given in writing and may be given either personally or may be sent by post, telex or facsimile and addressed to the relevant party at its domicilium or to such other address as shall be notified in writing by any of the parties to the other from time to time. Any notice given by post shall be deemed to have been served on the expiry of 7 (SEVEN) working days after same is posted by recorded delivery post or air mail. Any notice delivered personally or sent by telex or facsimile shall be deemed to have been served at the time of delivery or sending.</p> <p>12 SEVERABILITY</p> <p>In the event that any one or more of the provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Contract, but this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in the entire Contract being invalid, illegal or unenforceable.</p> <p>13 VAT AND WITHOLDING TAX</p> <p>a. Unless stated otherwise in the Proposal or agreed to by the Parties, all fees and amounts stated in the Proposal are exclusive of Value Added Tax, which shall be paid by the Client upon submission of the relevant tax invoice.</p>
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<p>v. Information which the Recipient is obliged to disclose in terms of a court order, subpoena or other legal process.</p> <p>4.5 In the event that the Recipient is required by legal process to disclose any of the Confidential Information, covered by this clause 7, it shall provide the Disclosing Party with prompt written notice of such requirements so as to enable the Disclosing Party to seek a protective order or waive compliance with the provisions of this clause. In the event that a protective order or other remedy is obtained, the Recipient shall use all reasonable efforts to ensure that only the information covered by such order or other remedy is disclosed. Whether or not a protective order or other remedy is obtained or a Party has waived compliance with the provisions of this clause 7, the Recipient shall take all reasonable steps to ensure that only that portion of the information that it is legally required to disclose is so disclosed.</p> <p>5 PERSONAL INFORMATION</p> <p>The parties agree that all Personal Information will be dealt with strictly within the parameters of The Protection of Personal Information Act, 4 of 2013 (POPI), all processing of Personal Information (as defined in POPI) will be done in accordance with POPI and that all reasonable security safeguards are in place to comply with this Section 8.</p> <p>6 NO WARRANTIES</p> <p>WALAB does not warrant the merchant ability or commercial viability of the Work as specified in the Proposal.</p>	<p>b. Any withholding tax as levied by any foreign country shall, where applicable, be for the account of and payable by the Client.</p> <p>14 ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT</p> <p>No data message (as defined in the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002)), including an e-mail, SMS, and recorded voice message, sent by a Party to the other Party, shall amend these contract conditions, or the rights and duties of the Parties in any manner, unless and until such data message is reduced to paper and signed by both Parties or their duly authorized signatories as an addendum hereto.</p> <p>15 ENTIRE AGREEMENT</p> <p>This document, together with the Proposal, contains the entire contract between the parties in regard to the subject matter thereof and no party shall be bound by any undertaking, representation or warranty not recorded herein, nor shall any alteration, variation, addition or agreed cancellation of this contract be of any force or effect unless reduced to writing and signed by both parties.</p>
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5. ACCEPTANCE

Please sign below and initial on each page.

Please return a signed copy of this Request for Analysis to the WALAB, either via fax, e-mail or postage as per the details on page 1.

Date:.....

Signature:.....