

ASBESTOS MATERIALS REPORT AND REGISTER

Property Address: 85 Deakin Street, Kangaroo Point QLD 4169

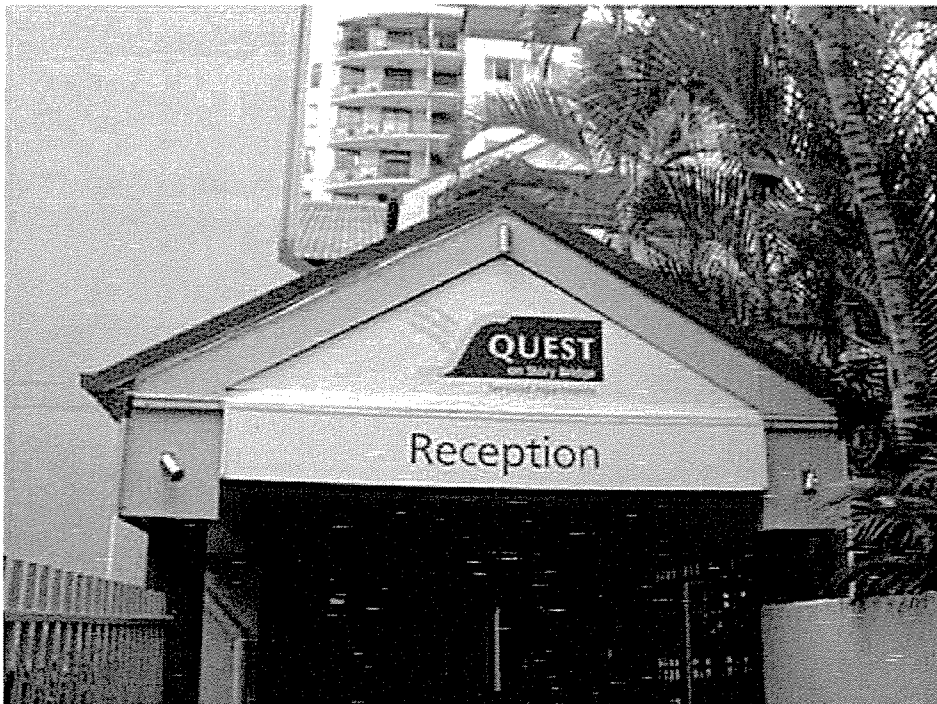
Carried out for: Body Corporate for Rivercity Terraces CTS 24247

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Rivercity Terraces CTS 24247



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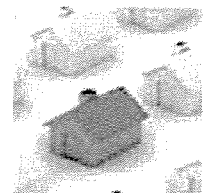
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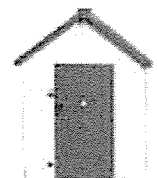
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EXECUTIVE SUMMARY

This report follows an audit for possible asbestos containing materials of the property Rivercity Terraces, situated at 85 Deakin Street, Kangaroo Point. Due to the age of the buildings and construction materials used, no materials were suspected of containing asbestos.

**It should be considered that this building is clear of asbestos in all accessible locations.
No further inspections for asbestos should be required.**

**An asbestos audit has been carried out to the Common Areas of this property only.
No investigation has been undertaken on any area outside of the Body Corporates responsibility.**

Building Notes

The complex is residential. The complex is in good condition.

The Buildings were built in approximately 1997.

No plans were supplied to be specific about body corporate areas. Therefore, all external areas, internal stairs, front portico entrance to units, underground car parks, swimming pool, and BBQ areas were inspected.

All electrical meter boards were inspected. External building fascias and soffits were not accessed. However, due to the age of the building and the fixing methods of the soffits, it can safely be assumed that there are no ACM used in these areas.

Administration

An Asbestos Materials Report and Register (**AMRR**) is not required for this site.

Operation and Maintenance Programs

An Operations and Maintenance program is not required for this site.

Scope of Inspection

This Asbestos Materials Report has been prepared in accordance with the **National Health and Safety Commission (NOHSC) CODE OF PRACTICE FOR THE MANAGEMENT AND CONTROL OF ASBESTOS IN WORKPLACES [NOHSC: 2018 (2005)]**, and to meet the requirements of relevant Workplace Health and Safety Acts and Legislation in all Australian States, Territories and the Commonwealth.

This inspection was conducted generally as a visual inspection and not as a destructive inspection. Therefore, as the insides of walls and cavities have not been accessed, there may be hidden asbestos materials within such cavities and walls not identified. Also there may be asbestos sheeting that has been over sheeted and not identified.

Inspection Process

In order to determine the presence of ACM on this site, the inspection process included a physical detection to identify ACM by trained auditors and consultation with the building owner / manager where available.

The AMRR outlines the areas inspected and where samples of materials suspected of containing asbestos if any, were collected for analysis. Access was sought to all accessible areas within the confines of the site that were relevant to this inspection.

The inspection has been undertaken in a non-destructive manner, and as such, there may be areas where ACM exists which have not been detected. Examples of such areas are wall cavities, beneath floors/slabs and floor coverings, within plant, hidden pipe work, cavity walls, encapsulated areas and so forth.

Areas Not Accessed

**An asbestos audit has been carried out to the Common Areas of this property only.
No investigation has been undertaken on any area outside of the Body Corporate's responsibility.**

External building fascias and soffits / ceiling to top floor were not accessed. However, as all other soffit lining materials, due to their age and fixing methods have been assessed as F/C sheet and not ACM, it should be assumed that these linings would also not contain asbestos.

Conditions

This report is based upon and conditional upon the information provided by the person, employees or agents of the person requesting this report. Thus, any false or misleading information provided will exempt the company from any liability for decisions taken based on this report's recommendations, where such recommendations are based upon information provided to the company.

Asset Economics shall not be liable for missing information due to the concealment, now or in the past, and/or apparent concealment of asbestos, defects or possible defects by the person, employees or agents of the person requesting this report, or the owner, employee or agent for the owner of the building now, in the past, or in the future.

If at a later date, materials are identified, Asset Economics should be requested to investigate if any asbestos materials are present.

This report is not intended to be, nor is it to be construed as, a guarantee or warranty, nor as any form of insurance expressed or implied. The inspector will not be responsible for any repairs or replacements with regard to this property or the contents thereof.

Background

Asbestos-based materials were used in the construction of many buildings/structures built prior to 1987. In recognition of this fact and against a background of increased public concern over the health risks resulting from the presence of asbestos in buildings and other structures where people spend their working day, the National Health and Safety Commission (NOHSC) produced the **CODE OF PRACTICE FOR THE MANAGEMENT AND CONTROL OF ASBESTOS IN WORKPLACES [NOHSC: 2018 (2005)]**. The guidance note outlines a blueprint for the identification, evaluation and control of hazards posed by *in-situ* asbestos in the working environment.

The NOHSC recommends that an asbestos management program, which identifies, evaluates and controls asbestos hazards, in conformity with the Guide should be part of an organisations/building owners overall approach to the identification and control of all workplace hazards.

Following this early Guide, the National Health and Safety Commission (NOHSC) produced Codes of Practice called “Code of Practice for the Management and Control of Asbestos in Workplaces” (asbestos management code), and “National code of Practice for the Safe Removal of Asbestos”, (asbestos removal code). These Codes was updated in April 2005.

Subsequently, State Governments have implemented amendments to their Workplace Health and Safety Acts and Regulations to follow these Codes.

In accordance with these Codes and State Regulations, Asset Economics utilises a computerised management system to formulate the Asbestos Materials Report and Register (AMRR). Strategies and plans have also been developed to minimise/eliminate potential health risks to building users and maintenance/service personnel in accordance with Health and Safety Regulations.

The AMRR for the building situated at Rivercity Terraces – 85 Deakin Street, KANGAROO POINT meets the requirements of these Codes and State Health and Safety Regulations. As per the Codes and Regulations, it is important that the AMRR is readily available for perusal at an easily accessible location on the site.

Inspection Explanations

This Asbestos Materials Report and Register has been prepared in accordance with the **National Health and Safety Commission (NOHSC) CODE OF PRACTICE FOR THE MANAGEMENT AND CONTROL OF ASBESTOS IN WORKPLACES [NOHSC: 2018 (2005)]**, and to meet the requirements of relevant Workplace Health and Safety Acts and Legislation in all Australian States, Territories and the Commonwealth.

- (a) The interior of the building
- (b) The exterior of the building
- (c) The site

General Condition Definitions

Loosely Bonded ACM - Thermal and Acoustic Insulation eg. Millboard, Textile, Sprayed Limpet.

- **Good** the material is in a sound, stable condition and should be maintained in its present condition and not disturbed.
- **Poor** the material has deteriorated or been damaged/disturbed and should be removed or made safe.

Tightly Bonded ACM - Materials Bonded in a Matrix eg. Asbestos-Cement, Asbestos Vinyl, Gaskets.

- **Good** the material is in a sound, stable condition and should be maintained in its present condition and not disturbed.
- **Poor** the material has deteriorated or been damaged/disturbed to the point where the bonding matrix is breaking down and becoming friable. Material should be removed or made safe.

Priority Ratings

- **Low: Low health risk.**

ACM unlikely to release airborne respirable asbestos fibre and if not disturbed constitutes negligible risk to health.

- **Medium: Medium health risk.**

Low levels of airborne respirable asbestos fibre possible. Elevated health risk possible with prolonged exposure however if not disturbed generally results in minimal exposure, which constitutes negligible risk to health.

- **High: High health risk.**

Elevated levels of airborne respirable asbestos fibre possible. Elevated health risk possible with prolonged exposure however minimal exposure generally constitutes negligible risk to health.

- **Immediate: Immediate health risk.**

Elevated levels of airborne respirable asbestos fibre probable. Elevated health risk probable with prolonged exposure, however minimal exposure is unlikely to constitute a serious risk to health. Requires immediate action to remove or make safe.

General information About Asbestos

The following is an extract from the Workplace Health and Safety Compliance and advisory standard for asbestos removal work.

Asbestos is a mineral rock made out of naturally occurring mineral silicate fibres, which belong to either the serpentine or amphibole mineral groups. Mining, milling and processing of asbestos into manufactured materials creates asbestos dust that contains asbestos fibres. Asbestos was used in a variety of workplaces from the 1940's up until the early 1970's when the dangers to health inherent in exposure became more widely acknowledged. The range of applications included reinforcing in asbestos cement sheeting, as an insulator on pipes and in buildings, as a fire retardant in textiles and as a filtering material in the chemical and food industries.

Why is Asbestos a Risk?

Inhalation of asbestos fibres has been linked to three respiratory diseases – asbestosis, mesothelioma and lung cancer. Exposure may also relate to other cancers, however, there is no conclusive evidence to support this.

The three identified diseases are characterised by long latency periods, that is, 20 – 40 years from exposure to the onset of disease.

Asbestosis is a chronic lung disease that can lead to respiratory impairment and to diseases such as lung cancer. It results from the inhalation of asbestos fibres, which are deposited, in the lungs causing scar tissue.

The pulmonary changes resulting from the scar tissue are irreversible. It has been found to occur in workers exposed to prolonged and heavy concentrations of asbestos fibres. Asbestosis cannot be effectively treated.

Mesothelioma is a rare cancer. There are two types of mesothelioma, pleural which is tumour of the lung or peritoneal, which is a cancer of the abdominal cavity. The higher the level of exposure, the greater the risk of developing mesothelioma. However the level of exposure does not affect the length of the latency period, which is usually between 30 and 40 years, before the disease is identified. Mesothelioma cannot be effectively treated.

Lung cancer is not specifically associated with asbestos. Individual lung cancers caused by asbestos cannot be distinguished from those cancers that are caused by other agents such as tobacco smoke. While persons who have been exposed to asbestos who develop lung cancer are usually tobacco smokers, it is generally accepted that asbestos is capable of causing lung cancer, and the tumour may develop where there is no co-existing asbestosis. Lung cancer related to asbestos exposure usually has a latency period of 20 to 40 years between the first exposure and the onset of cancer.

What are the Risks to be Controlled?

Inhalation of airborne asbestos fibres can cause death and therefore concentrations of airborne asbestos are a risk, which must be controlled. Airborne asbestos fibres can result from:

- *The release of asbestos fibres through renovation, maintenance or demolition*
- *Accidental contact with the asbestos material causing fibres to break free*
- *Failure to adequately maintain an asbestos material resulting in the release of asbestos fibres.*

Glossary of Terms

Accredited Laboratory means a testing laboratory accredited by the National Association of Testing Authorities, Australia (NATA) or a similar accreditation authority, or otherwise granted recognition by NATA, either solely or in conjunction with one or more other persons.

Air Monitoring means airborne asbestos fibre sampling to assist in assessing exposures and the effectiveness of control measures. Air monitoring includes exposure monitoring, control monitoring and clearance monitoring.

Note: Air monitoring should be undertaken in accordance with the Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres [NOHSC: 3003 (2005)]

Airborne Asbestos Fibres means any fibres of asbestos small enough to be made airborne. For the purposes of monitoring airborne asbestos fibres, only respirable asbestos fibres (those fibres less than 3 µm wide, more than 5 µm long and with a length to width ratio of more than 3 to 1) are counted.

Note: Airborne asbestos fibres are generated by the mechanical disintegration of Asbestos-Containing Materials (ACM) and subsequent dispersion of the fibres into the air from activities such as mining and the use, removal and disposal of asbestos and ACM. Airborne dust has the potential to contain respirable asbestos fibres.

ALARP means As Low as Reasonably Practicable. The exposure of workers and others to asbestos must be eliminated or otherwise kept as low as reasonably practicable, and in all circumstances must be kept below the NES.

Asbestos means the fibrous form of mineral silicates belonging to the serpentine and amphibole groups of rock-forming minerals, including actinolite, Amosite (brown asbestos), anthophyllite, chrysotile (white asbestos), crocidolite (blue asbestos), tremolite, or any mixture containing one or more of the mineral silicates belonging to the serpentine and amphibole groups.

Asbestos Cement (AC) means products consisting of sand aggregate and cement reinforced with asbestos fibres (e.g. asbestos cement pipes and flat or corrugated asbestos cement sheets).

Asbestos-Containing Material (ACM) means any material, object, product or debris that contains asbestos.

Note: Information for determining if a material contains asbestos is provided in Part 9.

Asbestos Removalist means a competent person who performs asbestos removal work.

Note: An asbestos removal licence is required in all State and Territory jurisdictions for the removal of friable ACM. Some States and Territories also require a licence for removal of specified quantities of ACM, regardless of whether they are friable, and relevant OHS authorities should be consulted prior to any removal work.

Asbestos Vacuum Cleaner means a vacuum cleaner that is fitted with a High Efficiency Particulate Air (HEPA) Filter and complies with Australian Standard 3544-1988 *Industrial Vacuum Cleaners for Particulates Hazardous to Health*. A domestic vacuum cleaner is not suitable for use with asbestos.

Asbestos Waste means all removed ACM and disposable items used during the asbestos work, such as plastic sheeting used to cover surfaces in the asbestos work area, disposable coveralls, disposable respirators, rags used for cleaning.

Asbestos Work Area means the immediate area in which work on ACM is taking place. The boundaries of the asbestos work area must be determined by a risk assessment.

Note: The asbestos work area should include the boundaries of an enclosure or barriers set up to warn or restrict access to the area where the asbestos work is being undertaken.

Breathing Zone means a hemisphere extending in front of a person's face, with a radius of 300 mm from the midpoint of an imaginary line between the ears.

Clearance Inspection means an inspection, carried out by a competent person, to verify that an asbestos work area is safe to be returned to normal use after work involving the disturbance of ACM has taken place. A clearance inspection must include a visual inspection, and may also include clearance monitoring and/or settled dust sampling.

Note: A clearance inspection should only be carried out when the asbestos work area is dry

Clearance Monitoring means air monitoring using static or positional samples to measure the level of airborne asbestos fibres in an area following work on ACM. An area is 'cleared' when the level of airborne asbestos fibres is measured as being below 0.01 fibres/ml.

Note: Static or positional samples are taken at fixed locations which are usually between one and two metres above floor level,

Competent Person means a person possessing adequate qualifications, such as suitable training and sufficient knowledge, experience and skill, for the safe performance of the specific work.

Note: A licence may be required for some of the tasks described in this document as requiring a competent person.

Containment barrier means a barrier erected around an asbestos removal area which must "stop anyone in the asbestos removal site from being exposed to an atmospheric concentration of airborne asbestos fibres of more than 0.02 fibres/mL, released from the asbestos removal area into the site's atmosphere). (*Workplace Health and Safety Regulation 1997 71. (1)*)

Control Level means the airborne concentration of a particular substance which, if exceeded, indicates a need to implement a control, action or other requirement. Control levels are generally set at no more than half the NES for the substance. Control levels are occupational hygiene 'best practice', and are *not* health-based standards.

Note: The first Control Level for Asbestos is set at 0.01 fibres/mL of air.

Control Monitoring means air monitoring, using static or positional to measure the level of airborne asbestos fibres in an area during work on ACM. Control monitoring is designed to assist in assessing the effectiveness of control measures. Its results are not representative of actual occupational exposures, and should not be used for that purpose.

Note: Static or positional samples are taken at fixed locations which are usually between one and two metres above floor level.

Dust and Debris means visible particles, fragments or chunks of material, large and heavy enough to have settled in the work area, that are likely to have originated from ACM.

Exposure Monitoring means air monitoring to determine a person's likely exposure to a hazardous substance. Exposure monitoring is designed to reliably estimate the person's exposure, so that it may be compared with the NES.

Note: Exposure monitoring includes airborne asbestos fibre sampling, analysis, estimation of time-weighted average exposure and interpretation. Samples are taken within the breathing zone and are usually obtained by fastening the filter holder to the worker's jacket lapel.

Friable (Asbestos) means asbestos-containing material which, when dry, is or may become crumbled, pulverised or reduced to powder by hand pressure.

Note: This may include ACM that have been subjected to conditions that leave them in a state where they meet the above definition, such as weathering, physical damage, water damage etc.

Hazard means any matter, thing, process or practice that may cause death, injury, illness or disease.

Health Surveillance means the monitoring of a person to identify any changes in their health as a result of exposure to a hazardous substance. It does not include exposure monitoring.

High Efficiency Particulate Air (HEPA) Filter means a disposable, extended media, dry type filter, in a rigid frame, with a minimum filtration efficiency of 99.97% for nominal 0.3 µm diameter thermally generated dioctylphthalata (DOP) particles or an equivalent efficiency for a specified alternative aerosol and with an initial maximum resistance to airflow of 250 pa when tested at its rated airflow capacity (see Australian Standard 4260-1997 *High Efficiency Particulate (HEPA) Filters – Classification, Construction and Performance*).

In situ means fixed or installed in its original position, not having been moved.

Inaccessible Areas means areas which are difficult to access, such as wall cavities and the interiors of plant and equipment.

Membrane Filter Method (MFM) means the technique outlined in the NOHSC *Guidance Note on the Membrane Filter Method for Estimating Airborne Asbestos Fibres* [NOHSC:3003 (2005)]

National Exposure Standard (NES) means an airborne concentration of a particular substance, within the worker's breathing zone, which according to current knowledge, should not cause adverse health effects or undue discomfort to nearly all workers. NES are established, from time to time, by the National Occupational Health and Safety

Commission (NOHSC) and are published on the NOHSC website (see **Appendix J**).

Note: The NES for all forms of asbestos is 0.1 fibres/mL of air, measured using the Membrane Filter Method (MFM).

Person with Control means, in relation to premises, a person who has control of premises used as a workplace. The person with control may be:

- the owner of the premises;
- a person who has, under any contract or lease, an obligation to maintain or repair the premises;
- a person who is occupying the premises;
- a person who is able to make decisions about work undertaken at the premises;
- an employer at the premises.

Personal Protective Equipment (PPE) means equipment and clothing that is used or worn by an individual person to protect them against, or minimise their exposure to, workplace risks. It includes items such as facemasks and respirators, coveralls, goggles, helmets, gloves and footwear (see **Appendix C**).

Respirable Asbestos Fibre means a fibre of asbestos small enough to penetrate into the gas exchange regions of the lungs. Respirable asbestos fibres are technically defined as fibres that are less than 3 µm wide, more than 5 µm in length and have a length to width ratio of more than 3 to 1.

Risk means the likelihood of a hazard causing harm to a person.

Note: In this code of practice, Risk relates to illness or disease arising from exposure to Airborne Asbestos Fibres.

Settled Dust Sampling means the sampling and analysis of settled surface dust to provide an indication of cleanliness following disturbance of ACM. Settled dust sampling does *not* provide an indication of risk to health. Sampling techniques include the use of adhesive tape, wipe or micro-vacuum (using an air sampling pump and filter). Analysis can be by polarised light microscopy (PLM) or transmission electron microscopy (TEM).

Code of Practice for the Management and Control of Asbestos in Workplaces [NOHSC:2018(2005)]

Note: Contamination may occur as a result of deterioration of, or work processes involving ACM.

Shadow Vacuuming means the operation of an asbestos vacuum cleaner that is either directly attached to a tool or hand-held by a second worker as close as possible to the source of released asbestos fibres throughout the use of the tool.

Structure means any construction, whether temporary or permanent.

Note: A structure includes a bridge, erection, edifice, wall, chimney, fence, earth works, and reclamation, ship, floating structure or tunnel.

Work means any activity, physical or mental, carried out in the course of a business, industry, commerce, an occupation or a profession.

Worker means a person who does work, whether or not for reward or recognition.

Note: 'Workers' include persons working under contracts of employment, apprenticeships, traineeships and other contracts of service, but they also include other persons subject to direction by persons with control, such as volunteers and work experience students.

Workplace means any place where a person works.

Workplace Health and Safety Plan is a plan prepared for a workplace or work that states the following:-

- (a) The hazards to health or safety that the person required to have the plan prepared

knows or ought reasonably to know, currently exists or might arise –

- If the plan is for a workplace – at the workplace; or
- If the plan is for work – relating to the work;
- The person's assessment of the risks that may result because of the hazards;
- The control measures the person proposes to use to prevent, or minimise the level of, the risks;
- How the person proposes to monitor and review the implementation and effectiveness of the measures;
- How and to whom additional measures are to be reported.

(Workplace Health and Safety Regulation 1997, sec.55)

Recommendations

1. In accordance with relevant State Workplace Health and Safety Acts and Regulations, the owner of the building must make available a copy of this AMRR to any contractor or employee engaged to undertake any maintenance, building, refurbishment or demolition work on this site.

Legislation References

NOHSC Code of Practice for the Management and Control of Asbestos in Workplaces 2005

NOHSC National code of Practice for the Safe Removal of Asbestos 2005

Workplace Health and Safety Act 1995 Queensland

Workplace Health and Safety Regulation 1997, Part 11- Asbestos Queensland

Laboratory Sample Results

If samples have been taken, sample analysis reports from the NATA accredited testing laboratories will be included on the following page.

Samples Have Not Been Analysed.

ASBESTOS REGISTER LEGEND

Type		Condition		Priority		Result	
F	Friable (loosely bonded material)	G	Good	L	Low	CH	Chrysotile
NF	Non-Friable (Tightly Bonded Material)	N	Normal	M	Medium	A	Amosite
		P	Poor	H	High	UMF	Unknown Mineral Fibres
				I	Immediate	NAD	No Asbestos Detected
						NST	No Sample Taken. It must be considered that asbestos is present.

Asbestos Register

NO SAMPLES TAKEN

Rivercity Terraces – Kangaroo Point

Room	Floor/Level	Element	Condition	Sample No.	Result

Terms and Conditions

1. You (the Customer named in the Customer Schedule) have requested Asset Economics to prepare the Report with respect to the Property which Asset Economics has agreed to do for the Fee.
2. The Fee must be paid before the Report is delivered to you and:-
 - Asset Economics is not obliged to provide the Report until the Fee has been paid;
 - The Fee includes any additional expenses detailed in the Services Schedule.
3. You have assured Asset Economics that:-
 - You have a lawful right to allow Asset Economics to enter and inspect the Property;
 - The Property will be made available for inspection at the time/date specified in the Services Schedule.
4. Asset Economics will prepare and deliver the Report to you after payment of the Fee within a reasonable period after carrying out its inspection of the Property.
5. You acknowledge and agree with Asset Economics that:-
 - Asset Economics will provide the Report in writing which will comprise the whole of the Report;
 - you should not rely on any verbal assurance or statement made by Asset Economics (it's officers, servants or agents) with respect to the Property or the Report and you accept that the written document comprising the Report comprises the whole of the Report made to you in terms of this agreement;
 - unless expressly provided in the Report the Report offers a visual inspection of accessible areas of the property to determine if, at the time of inspection, the identified areas were performing their intended function without regard to life expectancy;
 - The purpose of the Report is as stated in the Report;
 - Unless expressly provided in the Report inspections are visual, and rely upon the opinion, judgment and experience of Asset Economics and are not intended to be technically or mechanically exhaustive. The determination of conditions that may have occurred prior to the inspection that may be hidden or not readily visible during the inspection are excluded;
 - Unless expressly included in any report the determination of the presence of or damage caused by termites or any other wood damaging insects or organisms is excluded.
 - Insurance cover is not available to cover asbestos inspections. You the Client agree to indemnify Asset Economics against all claims, events or risks that may arise from the work undertaken as a result of this inspection.
6. You acknowledge and agree that the Report is given to you for your own use and is not given for any other purposes or to any other person or corporation except as may be expressly provided for in the Report. You are not entitled to use, publish or copy the Report for any purpose other than your own personal use without the written consent of Asset Economics.
7. You acknowledge that the Report is given to you as the Customer and to no other person or corporation and your interest in the Report may not be assigned or otherwise dealt with to any third party without Asset Economics's written consent.
8. The Property shall at all times remain at your risk and Asset Economics will not be liable to any person in respect of loss, destruction or damage to the Property or to any other property or person whilst the Property is being inspected by Asset Economics and loss or damage referred to in this

clause shall mean and include without limitation, loss or damage caused by the negligence or wilful act or default of Asset Economics or any other person whether or not such loss or damage is foreseeable or contemplated by Asset Economics.

9. Where any act of Parliament implies in this agreement any term, condition or warranty and that act avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of or liability under such term, condition or warranty then that term, condition or warranty shall be deemed to be included in this agreement. However, the liability of Asset Economics for any breach of that term, condition or warranty shall be limited, at the option of Asset Economics to:-

- The provision of a further report at no cost to the Customer; or
- The payment of an amount equal to the Fee by Asset Economics to you.

10. Subject to the preceding clause you undertake and agree to indemnify and keep indemnified Asset Economics against all actions, claims, proceedings, costs, losses or damage whatever and howsoever caused or arising which Asset Economics may sustain, incur or pay in connection with or arising from the provision of the Report and inspection of the Property in connection with or occasioned as a result of the negligence of Asset Economics or any other person or corporation and you acknowledge that it is agreed to be the responsibility of the Customer to effect insurance on the Customer's behalf in respect of those matters for which this indemnity is given.

11. If the Customer is a company the person or persons who have signed this agreement on its behalf acknowledge that they are officers duly authorised to enter into this agreement on behalf of the Customer and further acknowledge that they requested Asset Economics to enter into this agreement with the Customer and in consideration of that agreement hereby (and if more than one jointly and severally) guarantee to Asset Economics the due and punctual performance by the Customer of all of the terms and conditions of this agreement and further agree to indemnify and keep indemnified Asset Economics against any loss or damage howsoever arising which Asset Economics may suffer in consequence of any failure by the Customer to perform its obligations under this agreement or for any other reason whatsoever and this guarantee shall not be effected or discharged by the granting to the Customer of any time or other indulgence or consideration or transaction whereby the liability of the signatories would, but for the provisions hereof, have been effected or discharged.

12. It is considered that these terms and conditions have been agreed upon if you the Client, issues a purchase order in lieu of signing this agreement.

13. Each provision set out in this agreement is to be construed as a separate limitation applying and surviving even if for any reason one or other of those provisions is held to be unenforceable, inapplicable, unfair, harsh or unconscionable in any circumstances.

14. Any dispute arising under this agreement shall be subject to the law and jurisdiction of the State of Queensland and wherever possible the Courts or authorities in the City of Brisbane.