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The Services were carried out for the Specific Purpose, outlined in the body of the Proposal. To the fullest extent permitted by law, Agon, 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 Agon by the Client or other third parties. Agon 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 Agon 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 Agon. The Client releases and indemnifies Agon from and against all Claims arising from errors, omissions or inaccuracies in documents or other information provided to Agon by the Client, its employees or other third parties.

The Client was to ensure that Agon had access to all information, sites and buildings as required by or necessary for Agon to undertake the Services. Notwithstanding any other provision in these Terms, Agon 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 Agon, Agon, 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, Deliverables, the Project or the Agreement. In the event Agon 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 Agon 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, Agon's total aggregate liability will not exceed the total consulting fees paid by the client in relation to this Proposal. For further detail, see Agon's Terms and Conditions listed in Agon's QFB-008 Consultancy Agreement (which can be accessed at <https://agonenviro.com.au/documents/>).

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