

NANOTISE TERMS & CONDITIONS

The following Terms & Conditions apply to the supply of services and products by No Germs Pty Ltd (ABN 27 135 969 818) trading as Nanotise, including by all its licensees and sub-contractors (**Nanotise/we/us/our**).

These terms and conditions, together with the Quote (Terms) apply to the order by you and supply of services set out in the Scope of Work by us to you (Contract). To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

1. Services

- 1.1. Where we provide a written report (**Inspection Report**), we may charge you a fee as agreed by you prior to the production of the Inspection Report.
- 1.2. You expressly acknowledge and warrant that:
 - a. You have made and rely on your own enquiries and judgment in relation to any descriptions, illustrations, views, recommendations set out in any Inspection Report or Quote, including in relation to impact on health and need for any rectification works; and
 - b. You have not relied on any descriptions, illustrations, views, recommendations set out in any Inspection Report or Quote, including in relation to impact on health and need for any rectification works, in making any decisions, including in relation to any rectification works, living arrangements or engaging of any service providers.
- 1.3. Service delivery dates and times quoted are provided in good faith. However, we are not responsible for any delay arising from causes reasonably beyond our control, including but not limited to delays caused by:
 - a. Inclement weather, where our services are affected by weather;
 - b. Our inability to access the premises for reasons beyond our control;
 - c. Sudden illness of key staff;
 - d. Unavailability, for any reason, of key equipment needed to undertake the works.

2. Quote

- 2.1. The Quote sets out:
 - a. Our inspection observations, findings and proposed Scope of Work;
 - b. The price of each item of work and/or materials supplied;
 - c. Proposed delivery dates and times;
 - d. Payment schedule; and
 - e. Cancellation and rescheduling fees.
- 2.2. Quotes are provided in good faith based on a mix of physical inspection, results from measurement equipment, and air and surface sample analysis. In some cases, we may be using equipment and information provided by you or your representatives. We reserve the right to amend the Quote at any time based on new information that may arise before work commences, or be discovered once work commences. Only the services set out in the scope of work and agreed in an approved quote will be completed and we do not accept

responsibility or liability for non-performance of any services outside of the defined scope of works.

- 2.3. Unless communicated otherwise, any written Quote provided by us is valid for 30 days from the date of issue.

3. Cleaning and Preparation

- 3.1. Nanotise fogging treatments work optimally on clean surfaces and cleaning, remedial work and/or other forms of preparation may be required before the work can commence. Any cleaning, or structural remediation to be undertaken by the customer (or a third party engaged by the customer), before work commences will be indicated as such in the Scope of Work, and Nanotise accepts no responsibility or liability for any failure to complete such preparatory work.
- 3.2. Nanotise may propose to provide its own cleaning service (or sub-contracted cleaning service) as part of the Scope of Work, and this will be clearly indicated in the Scope of Work and costed in the Quote.
- 3.3. Nanotise is not responsible for the removal (and return) of household items or the moving (and replacement) of heavy furniture in preparation for the services, and may charge additional fees if its staff are required (with your permission) to complete these tasks in order for the Services to be properly completed. Nanotise does not accept liability for any damage to the property, furniture or possessions as a result of such action.

4. The Services & Warranty

- 4.1. Nanotise warrants that the Services will be provided in accordance with manufacturer and industry standards in respect of all treated surfaces (as per the Scope of Work).
- 4.2. Nanotise reserves the right to sub-contract aspects of its Service to third parties, as may be required from time to time.
- 4.3. The duration of the long-term protection offered by a Nanotise application may vary, depending on, among other things, the type of hard or soft surface material being treated, the level of cleanliness of the surface pre- and post-treatment, and the degree to which conditions which encourage mould and/or bacterial growth remain present.
- 4.4. Given that bacteria, viruses, mould and other pathogens can be introduced via airborne transmission, and mould can return if the correct remedial action (such as addressing the primary causes of ongoing dampness, poor ventilation, etc) is not undertaken, Nanotise cannot guarantee that germs, viruses, mould and fungi will not return to the premises.
- 4.5. Nanotise provides a 6 month guarantee to re-treat, free of charge, any previously treated surface which is showing signs of contamination specifically due to non-performance of the Nanotise barrier technology, if such barrier technology was applied as part of the original Scope of Works, and only if any remedial work required to address the identified causes of the mould contamination has been completed (and any new surfaces installed during such remediation were also subsequently treated with Nanotise's barrier technology).
- 4.6. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
 - a. to cancel your service contract with us; and
 - b. to a refund for the unused portion, or to compensation for its reduced value.
- 4.7. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.
- 4.8. The benefits of this warranty are in addition to the rights and remedies available by law.
- 4.9. To be entitled to a claim, you must show that:



- a. a surface treated by Nanotise barrier technology has shown signs of contamination with mould within 6 months of the application of Nanotise barrier technology due to non-performance of Nanotise barrier technology, AND
 - b. any remedial work required to address the identified causes of the mould contamination (e.g. leaking, poor ventilation, condensation) as set out in our Quote or Inspection Report has been completed within 14 days of application of the Nanotise barrier technology.
- 4.10. In response to a valid claim, Nanotise must re-treat, free of charge, any previously treated surface which is showing signs of contamination.
- 4.11. In respect of a treated surface, the warranty period is 6 months from the date of application of the Nanotise barrier technology.
- 4.12. All claims with supporting documents, photographs and information must be sent to
Name
No Germs Pty Ltd (ABN 27 135 969 818) trading as Nanotise
Address
Email address
- 4.13. You must bear all costs of making a claim under this warranty. Nanotise must bear all costs of work to honour this warranty.

5. Liability

- 5.1. Despite any other provision of this Contract to the contrary, and to the extent permitted by law, in no event will Nanotise or its employees, directors and agents be liable in respect of any claim for any loss or damage (including indirect loss or damages, loss of profits or anticipated profits, loss of revenue, loss of opportunity, loss of reputation, increased financing or insurance costs, failure to realise a saving, remote loss or damages, loss of use of capital or revenue, or for any punitive, exemplary, special, incidental or consequential loss or damage or the like) resulting from or related to the supply of the services.
- 5.2. To the extent permitted by law, our liability for services is limited to us supplying the services again and you will accept the provision of services in satisfaction of all claims.
- 5.3. To the full extent permitted by law and subject to the Australian Consumer Law, our total cumulative liability to you in relation to this Contract is limited to the value of the Scope of Works as quoted.

6. Payment

- 6.1. You must pay our fees in accordance with the payment schedule set out in the Quote or in other correspondence issued to you in relation to the Works.
- 6.2. Without prejudice to any other right or remedy we may have:
 - a. if any sum due for payment under this Contract is not paid on the due date, you must pay interest on the amount unpaid at the rate equal to the pre-judgment interest rate that applies in New South Wales under section 101 of the Civil Procedure Act 2005;
 - b. interest payable under this clause 6.3 accrues on a day-to-day basis from the due date up to and including the date of actual payment;
 - c. interest payable under this clause 6.3 may be capitalised by us on a monthly basis; and
 - d. we may suspend part or all of the Works until payment has been made in full.
- 6.3. Unless otherwise indicated, all sums payable to us under this Contract are exclusive of GST, and you must in addition pay an amount equal to any GST chargeable on those sums on delivery of a GST invoice.
- 6.4. You must pay all sums payable to us under this Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).



- 6.5. You indemnify us in full against any liabilities, costs, charges, or expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by us arising out of or in connection with your breach of this Contract.

7. Your obligations

- 7.1. You must provide us with reasonable assistance in all matters relating to the performance of our services.
- 7.2. You must provide us, our agents, contractors, subcontractors, consultants and employees, in a timely manner and at no charge, access to your premises reasonably required for the performance of our services.
- 7.3. You must inform us of any health and safety and security requirements that apply at the premises where our services will be performed.
- 7.4. If our performance of our obligations under this Contract is prevented or delayed by any act or omission of you, your agents, contractors, subcontractors, consultants or employees then, without prejudice to any other right or remedy we may have, we will be allowed an extension of time to perform our obligations equal to the delay caused by you.

8. General provisions

- 8.1. No party may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.
- 8.2. Words or conduct referred to in clause 8.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.
- 8.3. Except as provided in this Contract and permitted by law, the rights, powers and remedies provided in this Contract are cumulative with and not exclusive to the rights, powers or remedies provided by law independently of this Contract.
- 8.4. If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.
- 8.5. Nothing in this Contract gives a party authority to bind any other party in any way.
- 8.6. Nothing in this Contract imposes any fiduciary duties on a party in relation to any other party.
- 8.7. This Contract is governed by the law in force in New South Wales.

Note: The above conditions apply to all Quotes provided by Nanotise. The acceptance of a Nanotise® or No Germs quote includes the acceptance of the above general Terms & Conditions.