

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, and all its licensees and sub-contractors. Any reference to Nanotise in the Terms & Conditions below refers to No Germs Pty Ltd.

1. Inspections & Assessments

- 1.1. Nanotise reserves the right to charge for site inspections (which include a written report), the cost of which will be clearly communicated to the customer prior to the site visit being undertaken. The inspection fee must be paid before any approved work can commence.
- 1.2. All specifications and particulars submitted by Nanotise in its Inspection Reports shall be regarded as approximate only. Descriptions and illustrations contained in any written material shall be treated as merely presenting a general idea of the problems and remedial scope of works services described therein and shall not form part of any contract.
- 1.3. Service delivery dates and times quoted are provided in good faith, but Nanotise shall not be responsible for any delay arising from causes reasonably beyond its control.

2. Quotes

- 2.1. Quotes are provided in good faith based on physical inspection, measurement using equipment and information provided by the customer or the customer's representatives. No Germs reserves the right to amend its quote at any time based on new information that may arise before work commences, or be discovered once work commences. Only the scope of work agreed in an approved quote will be completed and Nanotise accepts no responsibility or liability for any unapproved scope of works not completed.
- 2.2. Unless communicated otherwise, any written quote provided by Nanotise is valid for 30 days from submission.
- 2.3. A quote becomes a contracted service only when a formal written quote submitted by Nanotise has been accepted in writing by the customer.

3. Cleaning and Preparation

- 3.1. Nanotise 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 into 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 the customer's 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, and that all treated surfaces (as per the Scope of Work) will be hygienically clean on completion of the Services.

- 4.2. 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, and the level of cleanliness of the surface pre- and post-treatment.
- 4.3. 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. Nanotise will provide 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 in the original treatment, 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).
- 4.4. Nanotise reserves the right to sub-contract aspects of its Service to third parties, as may be required from time to time.

5. Liability

- 5.1. Notwithstanding clause 4.2 above, Nanotise's liability for breach of any condition or warranty implied by law (other than a condition or warranty implied by Section 69 of the Trade Practices Act) is limited, subject to Section 68A of that Act, to the supplying of those services, or a subset thereof, again.
- 5.2. Nanotise will take all reasonable care when treating the customer's property, but accepts no liability for direct or consequential damage beyond the coverage and specified limits of its Public Liability insurance (which cover is at least \$20m).

6. Payment

- 6.1. Before commencement of any treatment or works, the Customer may be required to pay 50% of the total of the amount quoted including any applicable taxes, such as GST. The remaining 50% of the balance shall be invoiced when all treatment and the Scope of Works is deemed completed in the opinion of Nanotise; and payment of this invoice is due within 7 days of invoice date.
- 6.2. The Purchaser shall be liable to pay all collection costs, including any legal and court charges, should Nanotise determine to pursue the Customer for non-payment.

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