

## IMPORTANT CUSTOMER INFORMATION

Acknowledgement: By ordering and by obtaining the Equipment and Services you, THE CUSTOMER represent and warrant that you have read and understood and agreed to all of the Terms & Conditions.

## TERMS AND CONDITIONS

### 1) Provision of the Services

- a) We agree to provide the Services, from the Commencement Date (or such other date as may be agreed by the parties in writing) and for the Term.
- b) If we cannot provide the Services (or part thereof) to you, we will immediately notify you and provide the reasons as to why the Services (or part thereof) can no longer be provided. In the event that such notification is given and no remedy or solution between the parties is agreed, we have no further obligation to provide those Services. Possible reasons as to why Services cannot be provided include but are not limited to:
  - i) Site access constraints'
  - ii) Site occupational health and safety concerns;
  - iii) Service technician safety issues; or
  - iv) Non-payment for services.
- c) You must provide access to the Service Address to allow us to provide the Services and where directed, must ensure that all persons leave the vicinity where the Services are to be provided. If you fail to give us access to the Service Address, there will be no adjustment to the Service price.
- d) If for any reason a health or safety hazard results from the provision of the Services, you must immediately inform us.
- e) You must ensure that the Service Address is always a safe working environment, and, to the extent permitted by law, you must indemnify us for any loss or damage that we may suffer where you fail to do so. You warrant that you have disclosed to THE COMPANY all material information which may have an effect on the provision, performance and/or installation of the Equipment and/or the Services at the Service Address and agree to notify THE COMPANY as soon as possible where any circumstances (including in respect of the Service Address) changes.
- f) To the extent permitted by law, we, THE COMPANY expressly exclude all warranties, guarantees, representations and conditions except as may be made by us to you in writing

### 2) Service Effectiveness

We are obliged to use reasonable endeavours to provide the Services, the Equipment and any Additions and we will provide the same in a competent and professional manner considering the terms and conditions of this agreement. The ongoing effectiveness of the Services, the Equipment and any Additions provided depends on your implementation of our recommendations. You acknowledge that our Services, Equipment and any Additions may also be rendered ineffective by disturbing treated areas, building alterations, renovations and introducing untreated or infested materials to the property that encourage pest activity and / or poor hygiene.

The Disinfection Misting and/or Fogging service is a general broad-spectrum disinfection service for homes, offices and workplaces that targets both surfaces and inaccessible areas to aid in the prevention of harmful bacteria, fungus and viruses. Although Flick Anticimex is providing this disinfection misting service and will use the product as per label specifications, Flick Anticimex cannot guarantee or warrant the effectiveness of the product on any specific type of bacteria e.g. Salmonella, fungus e.g. mould, or virus e.g. Novel Coronavirus.

### 3) Payment and Trading Terms

- a) You agree to pay for the Service in advance or payment terms of thirty (30) days from the date of invoice (unless otherwise agreed).

### 4) Limitation of Liability

To the extent permitted by law:

- a) nothing in this agreement operates to make us liable (whether under contract law, common law or otherwise) to you for any consequential, indirect or special loss or damage of any nature whatsoever including

(but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue, loss of profits or loss of opportunity;

- b) where a claim relates to a guarantee or warranty under the New Zealand Consumer Law, our liability to you under this agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is in the case of the Equipment, limited to the replacement or repair of the Equipment or the cost of replacing or repairing the Equipment, and in the case of Services, is limited to the cost of supplying those Services again, whichever may be determined in our absolute discretion to be appropriate in the circumstances;
- c) in all other circumstances, our liability to you (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the total fees received by us from you pursuant to this agreement we are not liable for any claims made for injury, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence of providing the Services, the Equipment or any additions;
- d) the parties must take all reasonable steps to mitigate any loss, liability, damage, cost or claims incurred by them under this agreement; and
- e) a party may not recover damages or obtain payment, reimbursement or restitution more than once for the same loss, liability, damage or breach of this agreement.

### 5) Statutory Warranty

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 terminate this agreement; and
- b) to a refund for the unused portion of the Service in the relevant Term only, or to compensation for its reduced value. 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 the Services and obtain a refund for the unused portion of the Services.

### 6) Services Warranty Claim:

If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services, you must:

- a) contact our Branch directly who provided the Services, phone 0800 101 969 or email [nationalenquiries@flick.com.au](mailto:nationalenquiries@flick.com.au)
- b) arrange a convenient time for the Services to be inspected; and
- c) if we determine in our absolute discretion to be appropriate in the circumstances, a convenient time for the Services to be resupplied.

### 7) Insurance

THE COMPANY will maintain for the Term the following insurance policies with a reputable insurer:

- a) Public and products liability insurance for an amount not less than \$20 million (any one event); and
- b) Worker's compensation insurance.

### 8) Goods and Services Tax

Where any supply under this agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

### 9) Inability to Deliver Services

To the extent permitted by law, we will not be responsible for failure to meet our contractual obligations if the failure results from Force Majeure.

### 10) Privacy

By accepting this Agreement, you acknowledge that personal information may be collected, used, held and disclosed in accordance with the Flick Privacy Policy which can be accessed at [flick.com.au/privacy](http://flick.com.au/privacy).

### 11) Governing Law and general terms

- a) This agreement is subject to the laws of New Zealand, and the parties submit to the jurisdiction of New Zealand.
- b) THE COMPANY may assign, transfer, novate, dispose of or create an interest in any of its rights, title or interest in or under this agreement by giving written notice to THE CUSTOMER. You may assign your rights under this agreement with our prior written consent.

12) Definitions for this Agreement:

"Service Price"	means the total amount payable for the provision of the Service
"THE COMPANY"	means us, our, we and Flick Anticimex Limited (NZBN 9429030291577) 38 Vestey Drive, Mt Wellington, Auckland 1060, NZ;
"THE CUSTOMER"	means you being the customer as specified in the Services Program Acceptance Form;
"Equipment"	means the pest control, disinfection and/or hygiene services equipment and any other equipment provided under this agreement, and includes any additional or replacement equipment;
"Force Majeure"	means any circumstance not within our reasonable control, or any circumstance that could not have been avoided, prevented or circumvented despite the exercise of reasonable diligence by us, including extreme weather events, pandemic or outbreak of infectious disease (and any associated government or regulatory authority-mandated restrictions), fires, terrorism, wars, strikes, cyber-attacks, power blackouts, imposition of sanctions and earthquakes;
"Service Address"	means the address specified in the Services Program;
"Services"	means pest control, disinfection and/or hygiene services, and any other services provided under this agreement