

RESOLVIT BOP LIMITED

1. Definitions

- 1.1 "Customer" means the person who has requested the Service Provider to perform the relevant Services. In respect to any Services that an insurance provider requests the Service Provider to undertake on behalf of its client, the Customer shall include the insurance provider and its client.
- 1.2 "Force Majeure Event" means any event outside the Service Provider's reasonable control, including, but not limited to, acts of God, declared or undeclared war, fire, flood, storm, landslide, earthquake, hurricane, riot, power failure, industrial action, defaults of manufacturers and suppliers, the inability to obtain equipment, supplies or other facilities that are not caused by a failure to pay, labour disputes, theft, any criminal act, or the non-performance or under performance of any third party.
- 1.3 "Goods" means any goods and products supplied, or to be supplied by, the Service Provider to the Customer.
- 1.4 "Price" shall mean the cost of the Services as agreed between the Service Provider and the Customer subject to clause 4 of these Terms.
- 1.5 "Service Provider" means RESOLVIT BOP LIMITED.
- 1.6 "Services" shall mean all services, Goods, and/or advice, provided by, or to be provided by the Service Provider to the Customer.
- 1.7 "Terms" means these terms of trade and all other written communications forming the agreed terms and conditions between the Service Provider and the Customer.

2. Collection and use of information

- 2.1 The Customer authorises the Service Provider to collect, retain and use any information about the Customer from any source that the Service Provider considers appropriate for the purposes of assessing the Customer's credit worthiness, enforcing any rights under these Terms, providing the Services to the Customer, maintaining the Customer's account, debt collection and any other related purpose. The Customer further authorises the Service Provider to disclose information held by it for the purposes set out above to any other parties, including any other Service Provider, external credit reference, reporting and debt collection agencies, the Service Provider's subsidiaries, related companies and shareholders.
- 2.2 The Customer can access any personal information by making a request to the Service Provider in writing at info@resolvit.net.nz. If any personal information that the Service Provider holds is inaccurate, incomplete or not up to date, the Customer may make a request that the Service Provider correct that information.
- 2.3 The Customer agrees that the Service Provider may use recording devices (including smartphone cameras) to photograph parts of Customer's property for quoting, planning, training, and marketing purposes relevant to the Service Provider's services.
- 2.4 The Customer agrees the Service Provider may store and publish anonymized photographs and videos of the Customer's Property, including on social media and on the Service Provider's website. The Service Provider shall not publish photographs that would make the Customer's identity obvious. If the Customer wishes for a photo or video of their property to be removed from the Service Provider's website, Social Media page, or training records, the Customer may make this request by email and the Service Provider shall comply with that request as soon as reasonably practicable but not more than five working days later.

3. Payment

- 3.1 Any deposit required by the Service Provider is due by the date specified by the Service Provider, or if no date is provided, before the Service Provider provides any Services. Any deposit paid is non-refundable.
- 3.2 All amounts due must be paid in full by the date for payment specified by the Service Provider ("the due date").
- 3.3 A late payment service fee of \$75 and default interest at the rate of 2.5% per month or part month may be charged on any amount owing after the due date. Provision of further Services to the Customer may also be withheld or cancelled at the Service Provider's discretion.
- 3.4 Any expenses, disbursements and legal costs incurred by the Service Provider in the enforcement of any rights contained in these terms due to a default by the Customer shall be paid by the Customer, including any solicitor's fees or debt collection agency fees.
- 3.5 If:
 - 3.5.1 the Customer is in breach of any provision of the Terms; or
 - 3.5.2 the Customer becomes insolvent, bankrupt, convenes a meeting with its creditors or proposes to enter into an arrangement with its creditors, or makes an assignment for the benefit of its creditors; or
 - 3.5.3 a receiver, manager, liquidator (provisional or otherwise) (or similar person) is appointed in respect of any of the Customer's assets; then all payments for the Services shall become immediately due and payable to the Service Provider and the Service Provider may, without prejudice to any other remedies available to the Service Provider, terminate the Terms and cancel any Services to the Customer.
- 3.6 If the Customer has a credit account with the Service Provider, the Service Provider may, from time to time, vary the Customer's credit limit. If any order for Services would be in excess of the Customer's credit limit, the Service Provider reserves the right to require, prior to performance of the Services, payment in cash of the amount that exceeds the Customer's credit limit.
- 3.7 The Service Provider may set off against money owed by the Service Provider

to the Customer any money which the Customer owes to the Service Provider or owes to any of the Service Provider's subsidiaries, related companies or shareholders (including any other Service Provider) so that the Service Provider's obligation to the Customer shall be to pay the net balance to the Customer only.

- 3.8 The Customer's obligation under the Terms shall be to pay the full amount owing under the Terms free of all deductions or rights of set off.
- 3.9 The Customer may not cancel any order for the Services or part of it without the Service Provider's written consent. If the Customer does cancel an order for Services, in addition to any other rights the Service Provider may have, the Service Provider may retain any deposit paid and recover any losses incurred by the Service Provider (including loss of profits).

4. Quote and Price

- 4.1 Where a quote is given by the Service Provider for Services:
 - 4.1.1 unless otherwise agreed the quote shall be valid for 30 days from the date of issue.
 - 4.1.2 the quote price shall be plus Goods and Services Tax unless specifically stated to the contrary; and
 - 4.1.3 the Service Provider reserves the right to alter the quote price because of circumstances beyond its control.
- 4.2 Where Services are required in addition to the Services which are the subject of the quote, the Customer agrees to pay for the additional cost of those additional Services.
- 4.3 Where no quote is stated in writing or agreed to orally the Services shall be deemed to be sold at the Service Provider's standard charges applying at the time.
- 4.4 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services that is beyond the control of the Service Provider between the date of the sale and provision of the Services.
- 4.5 If the Customer requires the Service Provider to do anything prior to completing the services (for example, a health and safety site induction or tag testing equipment), the Customer must pay the Service Provider an hourly rate of \$75 per person for the actual and reasonable time the Service Provider was occupied by that requirement and/or the Customer must pay the Service Provider for any reasonable and necessary disbursements which related to the Customer's requirement.
- 4.6 Any dates, times or deadlines given for the performance of the Services are quotes for when the performance of the Services will be provided and while the Service Provider will use its best endeavours to meet the relevant time frames, the Service Provider shall not be liable for any delays in relation to the provision of the Services.

5. Risk

- 5.1 Any Goods supplied to the Customer in the provision of the Services remain at the Service Provider's risk until delivery to the Customer.
- 5.2 Delivery of Goods shall be deemed complete when the Service Provider gives possession of the Goods directly to the Customer or an (including through using the Goods in its intended manner), or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

6. Access and Compliance with Acts and Regulations

- 6.1 Where the Customer grants access to the Service Provider over its property or any other person's property for the purposes of the Service Provider providing the Services, the Customer shall:
 - 6.1.1 ensure convenient access, including, if required, access to electricity and water. If access is not convenient, the Service Provider may make a further charge to the Customer that the Service Provider considers to be reasonable in the circumstances to cover the additional costs that arise due to such inconvenience;
 - 6.1.2 ensure compliance with all relevant legislation and regulations;
 - 6.1.3 advise the Service Provider of any potential or known hazards, including if the Service Provider may come into contact with any hazardous substance (including asbestos) when performing the Services;
 - 6.1.4 follow and comply with any directions made by the Service Provider, including those that are made to ensure compliance with the Service Provider's health and safety obligations.
- 6.2 If the Service Provider has any concerns regarding the safety of any person, in relation to the performance of the Services, the Service Provider shall be entitled to suspend the provision of the Services until such time as the Service Provider's safety concerns have been resolved. The Customer shall be responsible for payment of the Services undertaken to that point and the Service Provider shall not be liable to the Customer for any loss that may arise from the Services being suspended.
- 6.3 The Service Provider is not responsible for any damage caused to any property as a result of the provision of the Services, except for any damage caused by the Service Provider's negligence.
- 6.4 During the course of providing the Services, the Service Provider may leave Goods and equipment on site unattended from time to time and overnight. The Customer agrees to hold such Goods and equipment as bailee for the Service Provider and take all reasonable steps to ensure the care and security of those Goods and Equipment and follow any reasonable instructions from the Service Provider. If the Customer does not take such precautions, it

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agrees to be liable for the costs of replacing any Goods and Equipment that are lost, stolen or damaged.

7. Liability and Warranty

7.1 The Service Provider's entire liability and the Customer's exclusive remedy shall be:

7.1.1 in relation to the provision of any Services, the Service Provider undertaking the relevant service again;

7.1.2 in relation to the provision of any Goods, repair or replacement of the Goods or part of the Goods if possible.

7.2 Without limiting any other clause in the Terms, to the extent permitted by law, the Service Provider's maximum liability to the Customer is the purchase price for the Service to which the liability relates.

7.3 Subject to clause 7.1, and to the extent permitted by law, the Service Provider shall not be responsible or liable, in contract, tort (including negligence), equity or otherwise for any indirect, incidental, consequential, special or punitive damage or loss, loss of profit, income or savings, or any costs or expenses incurred or suffered by the Customer or any other person, arising out of, or in connection with the performance or non-performance of the Services.

7.4 Without limiting any other provision of the Terms, to the extent permitted by law, the Service Provider will not be liable for any direct or consequential loss (including loss of profits), cost, expense, penalty, damages in connection with the disturbance, movement or reaction to, asbestos or any hazardous substance (as that term is defined in the Hazardous Substances and New Organisms Act 1996) caused by the Service Provider when undertaking any of the Services.

7.5 To the extent permitted by law, the Service Provider makes no representations or warranties (express or implied) in relation to the provision of its Services.

7.6 Any manufacturer warranties in relation to any of the products or Goods provided by the Supplier to the Customer that are intended for the benefit of the Customer will be passed onto the Customer in strict accordance with, and subject to, the terms and conditions of the relevant manufacturer's warranty.

8. Removal and Repair of Items and Damage

8.1 The Customer agrees and acknowledges that in some instances, the Service Provider may be required to re-position or remove items or material from the property for certain purposes, including testing, repairing or cleaning.

8.2 If any items are removed from the property or damaged during the provision of the Services, the Customer agrees that the Service Provider is not liable for any loss or damage caused howsoever and the Customer indemnifies the Service Provider in respect thereof.

8.3 Subject to clause 6.4, the Customer acknowledges that when items and equipment belonging to the Service Provider is hired to the Customer or otherwise left on the Customer's property with the Customer's consent (e.g. bait stations), the Customer must return those items and that equipment to the Service Provider in reasonable working order upon demand. The Service Provider shall be entitled to access the Customer's property to uplift those items and equipment after 24 hours' notice. If those items or equipment are damaged, lost, or stolen while in the Customer's possession or control (other than general wear and tear through normal use) the Customer is liable for the cost of replacement.

9. Consumer Guarantees Act 1993 and Fair Trading Act 1986

9.1 Where the Customer is in trade and the Services are provided to the Customer for business, the Customer agrees that the provisions of the Consumer Guarantees Act 1993 ("CGA") will not apply to the Terms.

9.2 If the Customer is not in trade and a "consumer" (as that term is defined in the CGA), nothing in the Terms is intended to have the effect of contracting out of the CGA or the Fair Trading Act 1986 except to the extent permitted by law.

10. Pest Control

10.1 The Customer acknowledges that in some cases pests can easily be reintroduced after treatment by actions outside the Service Provider's control and that the Customer must strictly adhere to any of the advice, guidelines, and information sheets provided by the Service Provider to promote effective pest control.

10.2 The Service Provider shall at all times adhere to best industry practice and use its best endeavors to ensure effective pest control is achieved for the Customer, however, the Service Provider provides no guarantee that all pests will be removed.

10.3 The Customer acknowledges that some pest activity may still following treatment and that the timeframe for control of pests varies from pest to pest and that some pests require ongoing control programs.

10.4 The Customer acknowledges that the number of necessary treatments depends on the particular pest, and that while the timing of those treatments is extremely important in ensuring effective pest control, irrespective of those timing constraints the Service Provider shall not be required to perform any follow-up services if the Customer is in breach of its payment

obligations in the Terms, including in particular clause 3 above.

10.5 It is the Customer's responsibility to make sure all walls and ceilings are clean prior to any interior pest control treatments commencing. The Service Provider will not be held responsible if staining occurs because the walls and ceilings were not clean prior to interior pest control treating.

10.6 The Customer acknowledges there is generally a 4 hour re-entry time back into the property, unless the Service Provider or product states otherwise.

11. Pre-Service Preparation and Post-Service Cleaning

11.1 The Customer acknowledges that the Service Provider is not responsible for preparing the property prior to treatment and that it may be necessary to reschedule an appointment if the Customer has failed to prepare the property in accordance with the Service Provider's advance directions.

11.2 The Customer acknowledges that the Service Provider is not responsible for cleaning following treatment, including for example by sweeping or vacuuming dead insects.

11.3 The Customer acknowledges that it is sometimes necessary to spray windows if pests are located in surrounding areas. Overspray onto the window glass is often unavoidable. The Service Provider will not be responsible for the cleaning of windows or be liable for any damage. The Customer acknowledges it is recommended to clean windows within two weeks to avoid staining or damage.

12. Force Majeure

12.1 Without limiting any other provision of the Terms, the Service Provider shall not be liable for any claims resulting from the Service Provider's delay or failure in the performance the Services or any other obligation as a result of a Force Majeure Event.

12.2 Nothing in this clause 13 shall excuse the Customer of payment of any amount that is due, or which becomes payable under the Terms and the occurrence of a Force Majeure Event shall not give the Customer a right to cancel the Services that have been previously requested.

13. Partial Invalidity

13.1 If any provision of these Terms contravene any applicable law and is as a consequence illegal, invalid or unenforceable then:

13.1.1 Where the relevant provision can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the minimum extent necessary to achieve that result; and

13.1.2 In any other case the offending provision must be severed from these terms and conditions, in which event the remaining provisions of these terms and conditions will not be affected, prejudiced or impaired and operate as if the severed provision had not been included.

14. Miscellaneous

14.1 Failure by the Service Provider to enforce any of the terms and conditions contained herein shall not be deemed to be a waiver of any of the rights or obligations the Service Provider has under these terms.

14.2 The Terms are governed by New Zealand law.

14.3 The Service Provider reserves the right to amend any or all of the provisions in the Terms at any time by giving the Customer notice of any such change.

The Customer acknowledges that:

- **Engaging with the Service Provider will constitute deemed acceptance of the Terms; and**
- **They should not ask the Service Provider to provide any Services if they do not agree with the Terms.**