

ADVANCED ENVIRONMENTAL SERVICES  
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

“Service Date” means the date services are provided by ADVANCED at the Site.

“Site” means the particular location or locations where the Customer has advised ADVANCED to provide services.

“Customer” means any person, company, partnership or body corporate that engages ADVANCED and includes, where appropriate, any person who is actually or apparently authorised by the Customer to act on its behalf.

“ADVANCED” means Advanced Environmental Services Pty Ltd ABN 98 144 748 069, and includes, its corporate subsidiaries, its contractors, franchisees, agents, employees and representatives.

“Service Agreement” means any written agreement between ADVANCED and the Customer that is in place for the provision of specified services, whether on-going or not.

“Agreement” has the same meaning as a Service Agreement.

2. GENERAL

- a. These terms and conditions are subject to change by ADVANCED.
- b. These terms and conditions must be read in conjunction with any Agreement or Contract entered into by the Customer with ADVANCED.
- c. The customer authorises ADVANCED, if it requires to do so, to obtain a credit report or a credit worthiness report containing personal and/or commercial information concerning the Customer and/or the Customer’s business from a credit reporting agency or another business.
- d. The Customer provides authority for ADVANCED to take photographs and/or video of the Customer’s site where the products are being installed as a record and evidence of the installation.

3. PAYMENT TERMS

- a. Invoices are due and payable within the payment terms specified on the invoice.
- b. If the Customer defaults in making payment to ADVANCED in accordance with the payment terms on the invoice, then ADVANCED may, in its absolute discretion, charge the Customer interest calculated on the portion of the Customer’s account overdue from time to time at the rate of 2% per month from the date on which such default arose.
- c. Invoices must be paid by the Customer notwithstanding any claims made by the Customer against ADVANCED.

4. CONFIDENTIALITY

- a. The Customer is required to keep all aspects of ADVANCED’s engagement confidential, including after the engagement has ceased. Aspects of this engagement include, but is not limited to, pricing and operational goodwill and intellectual property.

5. SERVICE WARRANTY

- a. The Customer is required to report any service or product issues or problems to ADVANCED within 24 hours of installation and/or supply.
- b. ADVANCED must be given a reasonable time and opportunity to rectify or remedy any service issue or problem identified and reported by the Customer. Consideration for product supply, site location, access and scheduling must be considered in determining a reasonable time and opportunity.

6. STAFF AND PERSONNEL

- a. The Customer is prohibited from directing or disciplining any staff member or subcontractor employed by or engaged by ADVANCED.
- b. The Customer is prohibited from employing or engaging any staff member or subcontractor previously or presently working for ADVANCED at the Customer’s Site/s. This prohibition extends for a period of 6 months after the Contract has ended or been terminated by either party.

7. TERMINATION AND DEFAULT

- a. Where ADVANCED has been contracted to provide services on a regular or on-going basis, the Customer must provided ADVANCED with a notice period of four (4) weeks to terminate the Contract.
- b. If the Customer is in default of any term or condition, ADVANCED reserves the right to immediately and without notice, terminate any on-going service commitment or Contract. Furthermore, ADVANCED reserves the right to demand payment of all outstanding invoice amounts irrespective of the time allowed for payment by ADVANCED.
- c. ADVANCED reserves the right to pursue any other rights available as a result of the Customer defaulting on any term or condition.

8. PRODUCT AND SERVICE LIMITATIONS

- a. ADVANCED does not guarantee that the products used during the engagement will be able to withstand pressures, forces and use above that which is deemed reasonable for the expected and anticipated use of the product. The Customer waives any right to seek compensation for loss or damage in this regard.
- b. ADVANCED does not accept any liability for loss or damage caused by its products where such products have been interfered with, relocated, misused, or anyway altered by someone or something except where done so by ADVANCED.
- c. ADVANCED does not accept any liability for loss or damaged from product failure due to flooding, earthquake, tornado, cyclone, extreme weather conditions and any acts of God.

9. MOTOR VEHICLES AND EQUIPMENT

- a. The Customer is prohibited from operating, moving or otherwise interfering with any equipment or motor vehicles owned by ADVANCED and used in the course of carrying-out the services, irrespective of whether the services have ceased or have

been terminated.

10. CUSTOMER ORDERS

- a. The Customer must take all reasonable steps and necessary actions prior to confirming an Order that the order quantity is as close to the actual quantity required to be installed at the site to meet the Customer's needs and expectations;
- b. Where the actual quantity installed is less than 80% of the ordered quantity placed by the Customer, ADVANCED reserves the right to charge the Customer for the variance. This variance charge will be calculated by:

$$(O - I) \times R \times 50\%$$

Where: O is the ordered quantity;  
I is the actual installed quantity; and  
R is the unit price for the product installed.

11. RETAKING OF MATERIALS

Where the customer is in default of paying for any goods or services, ADVANCED reserves the right to enter the Customer's premises or site and retake the goods supplies without notice and legal process. ADVANCED may take all action necessary to retake these goods and the Customer indemnifies ADVANCED, its subcontractors, agents and employees against all liabilities which arise from the retaining of goods and materials. The Customer agrees to pay all costs and expenses incurred by ADVANCED in retaking the materials.