

STANDARD TRADING CONDITIONS

DELIVERY: Whilst Bugs B Gone Pest Control will use all reasonable endeavours to keep any stated dispatch delivery date, or appointment for delivery of goods and or services, it is not responsible for, and accepts no liability for, any loss or damage resulting from delay.

PRICES: All price lists, estimates or quotations are subject to alteration by Bugs B Gone Pest Control without notice. Goods and services will be charged at prices ruling at the date of dispatch or the date of supply of services, except for special or bona fide contract orders where prior arrangements have been agreed in writing.

Unless otherwise indicated, prices quoted by Bugs B Gone Pest Control . Do not include GST.
The customer must pay GST in addition to and at the same time as the invoiced price.
These prices are subject to change due to unforeseen increases in the cost of materials, fuel and/or exchange rates.

TERMS OF PAYMENT:

Unless otherwise expressly stated, invoices are payable 7 days from the date of which the goods/services were invoiced. The credit limit approved by Bugs B Gone Pest Control May be varied, modified, altered, terminated, withdrawn or otherwise determined by Bugs B Gone Pest Control At its absolute discretion without reference to the customer.

On Demand by Bugs B Gone Pest Control The customer must pay interest on any amount due and owing to Bugs B Gone Pest Control From the due date for payment of that money until the date of payment.

The interest will be calculated on a daily basis at the rate of 4% above the indicator Lending rates – Bank Variable housing loan interest rate published by the reserve bank of Australia from time to time.

The customer, in its own right and in its capacity as trustee of the trust (if any), in consideration of Bugs B Gone Pest Control Providing credit to the customer, charges in Bugs B Gone Pest Control favour all rights, title and interest which the customer or the beneficiaries of the trust have or hereafter acquired in any real, freehold or leasehold property or any other assets with the payment of all monies owing from time to time to **Bugs B Gone Pest Control**

The customer unconditionally appoints Bugs B Gone Pest Control As its attorney to do all the things necessary to create and register such interest.

DEFAULT: In the event of default and without prejudice to any other rights Bugs B Gone Pest Control May have:

- a. The customer indemnifies Bugs B Gone Pest Control For any loss incurred by it as a consequence of the customers breach of contract, cancellation of any order or part thereof after acceptance by Bugs B Gone Pest Control , or breach of these trading conditions; and
- b. Bugs B Gone Pest Control May immediately call up all monies owing by the customer, cease future deliveries or provision of services, and take immediate possession of goods for which it has not been paid.
The customer must pay to Bugs B Gone Pest Control All actual costs, expenses or disbursements incurred by Bugs B Gone Pest Control Including debt collection agency fees, solicitor's costs (on a solicitor own client or full indemnity basis, whichever is the greater) and any other costs, expenses or disbursements incurred in relation to collection of overdue accounts.

CARRIAGE: Orders will be fulfilled ex- works (Boronia) The customer shall pay carriage costs incurred by Bugs B Gone Pest Control In delivering merchandise from Bugs B Gone Pest Control point of dispatch to the point of delivery required by the customer.

DAMAGE OR LOSS: Bugs B Gone Pest Control Will not consider any claims in connection with non-delivery or damage to or shortage of goods unless such details are notified in writing to Bugs B Gone Pest Control Within 21 days of the dispatch date shown on the invoice.

OWNERSHIP: Bugs B Gone Pest Control Remains the owner of any merchandise until the customer pays Bugs B Gone Pest Control The invoiced price of the goods and any other money due and owing by the customer to Bugs B Gone Pest Control At the time the customer pays for the merchandise. For the purpose of recovery of the merchandise, Bugs B Gone Pest Control and/or its representatives, servants, agents or employees are authorised by the customer to enter premises where the merchandise is stored or installed to remove the merchandise and sell it as absolute owner.

Where Bugs B Gone Pest Control goods are sold to a third party or are disposed of in the usual course of the customers business, the customer shall:

- a. Hold all proceeds of such sale; or
- b. Set aside out of its own moneys Bugs B Gone Pest Control price.

RISK: The customer acknowledges that risk of loss or of damage to merchandise is the customers risk from the time the merchandise is delivered to the customer, or a person acting on the customer's authority.

GENERAL: These trading conditions cannot be varied or terminated unless agreed to in writing by Bugs B Gone Pest Control Time shall in all aspects be of the essence with respect to the customer's obligations under these trading conditions. These trading conditions shall be governed in all respects by the laws of the state of Victoria and the laws of the Commonwealth of Australia where applicable and the parties submit to the jurisdiction of the courts of the state of Victoria. Failure to exercise or delay in exercising any right, power or privilege in these trading conditions by Bugs B Gone Pest Control will not operate as a waiver of that right, power or privilege.

A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Bugs B Gone Pest Control may exercise any right, power or privilege in these trading conditions notwithstanding laches, neglect or previous waiver by Bugs B Gone Pest Control . in respect of any breach by the customer or the exercise of Bugs B Gone Pest Control rights, powers or privileges in these trading conditions.

ACCEPTANCE: Orders for products or services will only be accepted on the above conditions.