

Subterranean Termite Treatment Proposal - AS 3660.2

Specifications for termite colony control procedures

It is very important that you DO NOT disturb any termite workings, leads, galleries etc before the commencement of the treatment program. If you disturb the termites, then these treatment procedures may be rendered ineffective.

Where applicable: Suspect trees and stumps within 50 metres of the structures, usually only within the boundaries of the property, are test drilled using an auger drill to determine whether a termite colony is present in the vicinity. If a nest is located, it is destroyed by careful application of a suitable termiticide. After drilling, any living trees are treated with a plant protection compound to prevent any subsequent plant disease prior to the sealing of the hole.

Where a termite baiting program is recommended, a suitable number of termite bait stations will be installed in the grounds of the property. These must be left undisturbed and will be checked by us on a routine basis. When a suitable level of termite attack has occurred, a termiticide agent, as detailed above, will be introduced. This procedure is dependent upon the termites finding the bait stations and may take several months or more, to be effective.

Specifications for treatment of subfloor crawl spaces

Termiticide is applied at the rate of 5 litres per square metre for horizontal barriers up to 50mm deep and 100 litres per cubic metre for vertical barriers to form a complete and continuous treated soil barrier and/or treated zone (both vertical and horizontal) by trenching and rodding beneath and around structures. Soil is loosened to a depth of at least 80mm and spacings for rodding are more than 150mm apart. The chemical zone is a continuous application to the entire soil surface where the subfloor crawl space is less than 400mm high; and at least 150mm wide, abutting all substructure piers, walls and connections, where the subfloor crawl space is more than 400mm high.

Specifications for drilling of concrete slab areas

Where concrete areas such as driveways, paths or the like are in external areas that are to be treated, it is always our first recommendation to have the concrete cut and removed to allow full access for treatment. It is not possible to verify that a complete chemical/treated zone has been installed when drilling and injecting termiticide beneath concrete. Concrete slabs and paths, both internally (not suited to waffle-pod slabs) and externally will be drilled, using a concrete hammer drill. Holes around perimeter walls will be drilled in accord with AS 3660 at up to 200mm centres, depending on the substrate beneath the concrete. Holes are drilled as close as possible to the walls. The termiticide is applied at a rate of 10 litres per lineal metre - i.e. up to 2 litres per hole. Holes will be sealed upon completion. Where a recommendation has been made to grid pattern drill a concrete slab (not waffle slabs), the perimeter of the slab will be drilled as above, and the remainder of the slab drilled as recommended on the termiticide label. The termiticide will be applied to the holes at a rate as specified by the label. Holes will be sealed upon completion.

Specifications for ventilation

The Australian Standard recommends that subfloor regions should have an adequate crossflow of air equivalent to 7300 mm³ net ventilation area per lineal metre on external and internal walls.

IMPORTANT INFORMATION: The Australian Standard AS 3660 series details methods for the detection, treatment and minimisation of the risk of subterranean termite infestation in and around buildings. These termite management systems impede termites from gaining concealed access to timber and other termite susceptible material. AS 3660 also details methods for minimising the risk of reinfestation by termites.

PAYMENT TERMS

Should payment not be received by the agreed date, the Customer agrees to pay interest at a rate of 15% per annum on all overdue sums. A surcharge may be added for payment by credit card.

If Termitrust instigates legal action to retrieve any payments outstanding, the Customer agrees to pay all collection costs of and incidental to the collection, including all solicitors' costs and associated court fees and charges.

Important Conditions concerning your Subterranean Termite Treatment

1. If during the course of the treatment program it is found that structural or environmental conditions prevent us from performing any sections of the agreed Treatment Program, then the Free service period offered may have to be reviewed or the cost of your investment may have to be revised. The prices advised overleaf are valid for 30 days, after that we reserve the right to make revisions.
2. Warning. Where drilling and/or cutting is required through brick, concrete, timber or other surfaces no liability can be accepted should damage result to concealed services such as power, gas, water etc. You should provide clear and accurate plans before commencement. You indemnify us against any costs that may arise from such possible damages if plans are not provided.
3. All monies are due and payable upon invoice at the commencement of the treatment program. All free service periods are null and void unless payment has been received in full.
4. You will arrange for free access to the property. Any restrictions to access or delays in granting access may result in us revising the investment required for treatment. You will provide 240v AC 15-amp power supply within 30 metres of any areas to be drilled.
5. This proposal only applies to the treatment and application or installation of a termite management system to the structure(s) as detailed in this contract against attack by subterranean termites. It does not provide for protection against any other pest/s. In particular it does not include protection against "dry wood termites", FAMILY: KALOTERMITIDAE.
6. In the event of subterranean termites returning within the service period, and upon notification by you, we will provide such services as detailed in that contract as accepted by you. Any free service is conditional upon you notifying us of any signs of termite infestation. Fences, gates, pergolas, and garden retaining walls are specifically excluded from the terms of any service period. However, any signs of activity in these areas or in any part of the property must always be reported to us within 7 days.
7. No responsibility is accepted, or warranty implied, for any timber damage that may occur as the result of past, current or future termite activity.
8. This agreement may be extended at the end of the free service period, at our discretion, subject to you paying a further maintenance fee to be notified, and subject to our completing an inspection report and treatment proposal and you accepting our recommendations as notified in that report. Modern termite control agents are designed to be biodegradable therefore, the life of the chemical/treated zone(s) they provide is limited by various environmental factors. The chemical treated zone will need to be renewed when the normal life expectancy (related to diminishing residual strength of chemical over time and environmental factors) of this barrier and/or treated zone is considered to have diminished and may not provide the level of protection as indicated on the product label. It is therefore imperative that you have regular, competent inspections by a licensed pest management firm (at least annually), and retreatments, as determined by those inspections.
9. You accept that this termite treatment program can be rendered ineffective due to you making building alterations, renovations, additions (including pergolas, awnings, verandahs, etc), introducing conducive materials, disturbing external gardens, pathways, etc. adjacent to the areas protected and through establishing lawns &/or garden beds adjacent to the protected areas. (Such changes to the property are likely to breach the termite management system installed). Where such changes occur, you must contact us for further treatment advice. You must be careful and take precautions to ensure that you do not in any way damage the soil barrier and/or treated zone created.
10. With a concrete slab on ground home it is important that you ensure the edge of the slab remains exposed and is not covered up by garden materials e.g. soil, pine bark or similar. Also ensure that air vents or weep holes are never blocked.
11. Do not use untreated timbers for garden beds or retaining walls, as they may attract termites.
12. Warning. Where drilling and or cutting is required through brick, concrete, timber or other surfaces no liability can be accepted for the resulting damage to floor tiles, carpet, any other floor coverings or to the brick, concrete, timber or other surfaces.
13. No liability or responsibility is accepted for termite entry to treated areas resulting from poor building design, or where the construction does not comply with AS 3660.1-2000 and the Building Code of Australia. Examples of such situations include, but are not limited to, cracking of the concrete slabs, inadequate waterproofing, covering weep holes, inadequate termite protection to service entry points through concrete slabs, and the failure to fully remove formwork timbers. Such faults may not be visible and are as a result are noted as limitations to the treatment.
14. It is not always possible to fully protect a structure from termite attack without major structural alterations.



PEST CONTROL EXPERTS

Termite Damage Warranty - TermiCover

WARRANTY NUMBER

Name of Owner

Address of Property

Warranty Commencement Date:

Expiry Date:

(Warranty Period)

Special conditions and exclusions: refer to the Standard Termite Detection Report.

Enquiries to: Termitrust – Phone 07 3863 6464

EXAMPLE ONLY

Warranty

Limit:

\$100 000

Warranty Cover:

The Building specified above is covered under this Warranty against physical damage caused by subterranean termite infestation detected by us during the Warranty Period.

This Warranty includes repair and/or replacement of damaged timbers (structural and secondary).

Carpets, furnishings, trees, fences, gates and garden structures are specifically excluded.

Claims:

All claims enquiries through Termitrust.

Remedial Treatments:

If we detect active subterranean termites in the Building, we may provide remedial treatments to control the activity during the Warranty Period at our discretion.

The remedial treatments will be carried out by a Termitrust Technician using termite management systems approved by the Australian Pesticides & Veterinary Medicines Authority and registered in your state.

PLEASE READ WARRANTY TERMS OVERLEAF



Warranty Terms

What you must do to make a Claim

To make a claim under this Warranty, you must notify Termitrust or phone 07 3863 6464 as soon as you become aware of the termite activity in the Building during the Warranty period.

Investigation of Termite Activity

When you notify us of the termite activity in the Building we will come to the Property and investigate. To assist us in our investigation, we request that you:

- do not remove termite tracks or nests; and
- do not attempt to spray termites or nests or make repairs yourself. We will not be responsible for any damage you may cause in attempting to treat or investigate the termite activity yourself.

Acceptance of Claim

If our investigation confirms that there is physical damage to timbers of the Building caused by subterranean termite infestation during the Warranty Period, we will accept your claim.

What the Warranty Covers

If we accept your claim, we will repair or replace:

- structural timber (providing vertical or lateral support to the Building) in the Building which is rendered structurally unsafe as a result of the damage caused by the termite infestation;
- secondary timber (e.g floorboards, skirting boards, door frames, cladding, window frames, sills, cupboards, vanities, carpet fixing timber and fixed furniture) in the Building damaged by the termite infestation; and
- the termite barrier or part of the termite barrier as we consider necessary.

We will repair or replace the damaged timber to an equivalent condition to that which it was in immediately before the damage occurred and in compliance with the requirements of the Building Code of Australia current at that time.

In carrying out the repairs and/or replacement of the damaged timbers, we will make all reasonable efforts to match the new materials with those that are being repaired or replaced. If we are unable to match materials, we will not be obliged to replace any secondary or adjoining timber solely for matching purposes.

What the Warranty Does Not Cover

This Warranty does not provide cover for:

- Damage to carpets, furnishing, trees, fences, gates and garden structures;
- treatments or inspections carried out by other pest control companies;
- incidental or consequential damage not directly related to the activity of the subterranean termites;
- commercial losses;
- compensation for any devaluation of the Property, alternative accommodation expenses, anxiety or stress; and
- exclusions as indicated, reported and acknowledged by the customer in the Standard Termite Inspection Report in respect to the above property.

You must notify us in writing of any building alterations, renovations, modifications or additions to or adjacent to the Building or damage or disturbance to the termite barrier and if necessary, allow us to reinstate or extend the termite barrier at your cost, otherwise you will not be covered by this Warranty.

This Warranty will expire if you cease to be the owner of the property. A new Warranty may be issued to the new owner subject to a satisfactory written confirmation at the time of sale or settlement.

Limit of Warranty

The maximum amount of cover we provide under this Warranty for the cost of repair and/or replacement of damaged timbers is \$100 000 (aggregate in any one year).

This amount includes the costs of any termite activity treatment and the installation of a new termite barrier system if we consider that is necessary.

Renewal of Warranty

You may apply to renew this Warranty, subject to:

- us inspecting the Building on or before the Expiry Date at your cost; and
- the treatments we recommend as a result of our inspection being carried out at your costs.

Excess

The client agrees to pay an excess of \$500.00 in the case of each Warranty Claim. Failure to pay the excess may void this Warranty and slow the investigation process.





Terms & Conditions

1. This Warranty applies

For this Warranty to apply the following requirements must have been fully met to BASF's satisfaction:

- a. All monies owing under the Accredited Termidor Applicators Company terms of trade for the supply of the Product and service have been paid.
- b. The property to which the BASF product is to be applied has been thoroughly inspected and sufficient recommended changes have occurred by the property owner as outlined in the property inspection report.
- c. The Product is applied as per the directions of use printed on the Termidor label and in accordance with the current relevant Australian Standards AS 3660.2(2000).
- d. The property owner is supplied with a copy of the Certificate of Termiticide Application as required by the current relevant Australian Standards (at the time of print, this is AS 3660.2 (2000) for each application of termiticide inside or outside the dwelling).
- e. The Pest control operator applies a Termite treatment notice as required by the current relevant Australian Standards (At the time of print, this is AS 3660.2(2000)).
- f. The pest control operator does not recommend or condone the use of Termidor contrary to the Directions for use as printed on the current label.
- g. Regular (a minimum 12 months annually) inspections are carried out by a licensed insured Accredited Termidor Applicator.

If any of these requirements have not been met then BASF shall be entitled to refuse any claim made under this Warranty.

2. Warranty Period

The warranty period will be determined by the pest control operator subject to the risk levels of future termite attack, up to but not exceeding a 12 month period. The accredited Termidor applicator can issue a further warranty after inspection and upon satisfaction that all recommendations from inspection reports have been implemented.

3. Inspections during Warranty Period:

The Property Owner must:

- . arrange for an Accredited Termidor Applicator to inspect the property at or immediately before the Warranty Inspection Intervals;
- a. provide all necessary access to allow the inspection to proceed on the day nominated by the Accredited Termidor Applicator;
- b. attend the inspection with the Accredited Termidor Applicator, if requested to do so,

The reference to Property Owner above includes the acts or omissions of any previous Property Owner upon whose instructions the inspection was carried out or who had possession of or control over the Property for any period.

4. Warranty Claim Handling

The Accredited Termidor Applicator must notify BASF in writing of any alleged claim within 30 days of the date when the Accredited Termidor Applicator becomes aware or ought to have become aware of the alleged claim. A copy of this Warranty as executed must be provided at the time of the notification.

5. Limit of Warranty

This Warranty does not apply to any structural damage to the property during the application process such as retaining walls, gates and fences, pergolas, decking or furnishings or other lifestyle features, artwork or ornamental designs. Other than for structural damage caused by defective product, the maximum recovery to which a Customer is entitled under any Warranty claim is either further Product or the value of replacement Product at the option of BASF. To the extent any structural damage is caused directly by the Product being supplied out of specification, then BASF will compensate the Customer for such damage but not exceeding AUD 2 million dollars in the aggregate.

6. Warranty Exclusions

This Warranty ceases to operate if any of these terms are breached or if, in addition, BASF believes:

- . the Property owner(s) has failed to carry out any of the owners responsibilities specified in this warranty
- a. there may otherwise be fault in design, construction or maintenance relevant to the Property or where Termidor been applied;
- b. any failure in the Product is as a result of natural events including fire, flood, tempest or terrorism
- c. there has been any intentional, reckless or negligent act by or on behalf of the Property owner that impacts on the Product's performance;
- d. there has been any failure to adhere to all relevant BASF information relevant to the Product;

To the extent permitted by law this Warranty is in lieu of all other warranties and/or conditions or terms whether express or implied that may otherwise apply or be incorporated into this Warranty.

7. Authority

BASF's Business Director and Business Managers are the only BASF personnel that have authority about the application and extent of this Warranty. BASF is not and will not be bound by any other person's assurance in relation to the Product.

8. BASF and Customer

Where in these terms BASF is entitled to reach its own belief as to any matters then it does so in its absolute discretion. Reference in these terms to Customer means the party to whom the Product was supplied or, where relevant (as in clause 3), a party having the benefit of this Warranty at any time.

9. Entire Agreement

Recommendations required in relation to this Warranty is to be read in conjunction with the Accredited Termidor Applicators terms and conditions of sale. These constitute the entire agreement between the parties and supersede and replace any other prior agreement, arrangement, representation, negotiation or inducement.



**If you're not asking
for Termidor®, you're
asking for trouble.**



Why should you insist on Termidor?

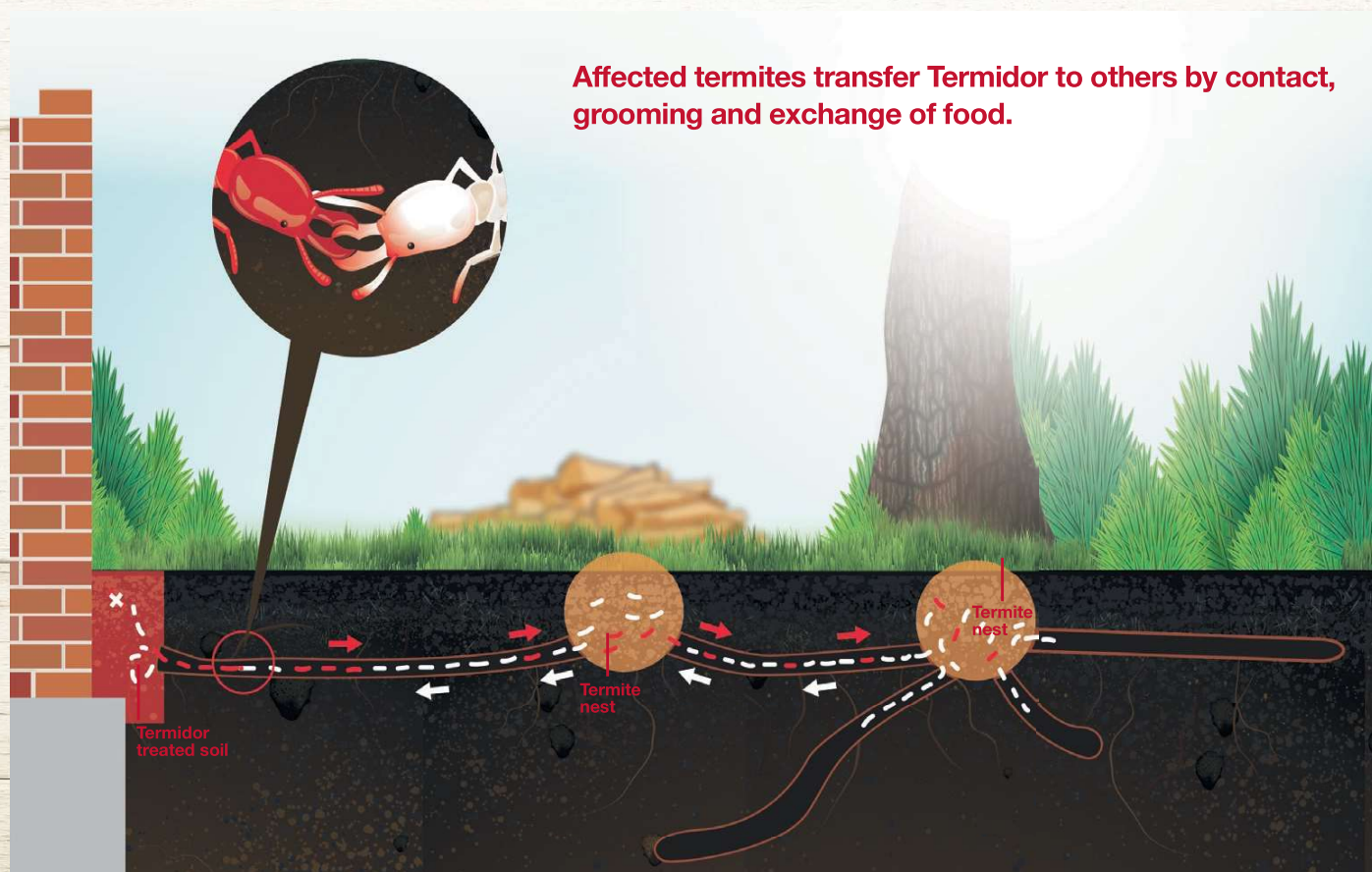
Over 300,000 homeowners for the past 15 years have been satisfied with Termidor protecting their homes, without a single product failure. That is why it comes with an eight year warranty and is Australia's number one trusted brand for termite control.

Its success is due to the following:

- The Genuine Transfer Effect™ takes advantage of the social behaviours of termites living and feeding in large colonies where they are in constant contact.
- When a single termite comes into contact with **Termidor**, it will unknowingly transfer it back to the colony on its body, thus infecting termites that have not even been near the **Termidor** treated zone. This is the "Transfer Effect" and a key reason why no other termiticide performs as well as **Termidor**.
- Termites can't detect **Termidor** due to its innovative non-repellent technology, so they can pick up a lethal dose while foraging in treated areas. As a result it works quicker and faster.

Problems with other termite management technologies:

- **Repellent technology** – applied as a barrier, it is designed to keep the termites away instead of controlling them.
 - Success is dependent on the barrier being 100% complete without gaps, which is almost impossible to achieve.
 - Termites may still be able to actively seek gaps in the barrier until they find a way through.
- **Alternative non-repellents** – **Termidor** has superior soil binding and transfer characteristics when compared to competitor products.
- **Baiting systems** – rely on termites intercepting bait stations by chance before being fed bait.
 - Control may take many months to occur while they continue to damage your home.



Termidor versus generics

Homeowners should be aware of being offered cheaper alternatives that claim to perform the same as Termidor, when this is simply not true.

Other products have the possibility of leaving untreated gaps in the soil that would provide termites access to attack your home.

An independent accredited laboratory tested the key chemical properties of generic products against **Termidor**. It proved that 6 of the 8 properties found in the generic products were inferior to **Termidor**. One particular property, which impacts how evenly the product moves through the soil, was out by a factor of 50. Watch our video online that demonstrates this.

Termidor consists of a number of carefully selected and individually optimised ingredients to ensure a high quality product, which has a significant influence on the overall performance. Paying for a superior performance gives you peace of mind that your most valuable asset, your home, is not at risk.

Remember...there is only one Termidor. The original and the best.

- ✓ **Genuine Transfer Effect™ for unequalled termite control**
- ✓ **Fast elimination of termite activity**
- ✓ **No effect on soil micro-organisms, earth worms and plants**
- ✓ **Low dose – non-repellent – water based**
- ✓ **Long-term residual control**
- ✓ **Registered for use in all domestic and commercial situations**

What's involved?

Getting your home treated with Termidor usually takes less than a day and may involve the following:

- 1.** A licensed and certified pest control professional will conduct a thorough inspection of your property – should termites be found a treatment with Termidor Dry or Termidor Foam will be required to quickly stop activity within your home.
- 2.** A trench will be dug around your home which will extend down to the foundations.
- 3.** **Termidor** will be applied as the soil is back filled.
- 4.** Holes are drilled through slabs and paths, or the concrete is cut away to treat the ground beneath.
- 5.** Pavers, if present, may be lifted, the soil treated underneath and the pavers re-laid.
- 6.** Some soils, such as heavy clays, may be removed and replaced with a sandy loam before treatment.
- 7.** A follow-up visit by your pest control professional. Any responsible termite treatment should include this.
- 8.** Ongoing inspections of your home and surrounds at least every 12 months, and more frequently in high risk situations, are recommended.

Please note, tradesmen such as plumbers, electricians and even telephone technicians installing underground lines can open up access areas for termites. Tree roots growing up to your foundations and new garden beds against the house can also provide access for hungry termites.

