



Tom's Pest Control
1300 866 773
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www.tomsppestcontrol.com.au

Pest Control Service Agreement
Tom's Pest Control Pty Ltd
ABN: 27 640 970 734

This Pest Control Service Agreement ("Agreement") is entered into as of 29/07/2025 (the "Effective Date")

Services under this Agreement shall commence on 01/09/2025 (the "Start Date"), unless otherwise agreed in writing by both parties.

Tom's Pest Control Pty Ltd

Address: 42 Bendigo Street, Prahran, VIC, 3181

Phone: 1300 866 773

Email: commercial@tomsppestcontrol.com.au

and

Frozen Bakery Solutions Pty Ltd

Site 1: 50 Mills Rd, Braeside, VIC, 3195

Site 2: 12 Quality Dr, Dandenong South, VIC, 3175

Phone:

Email:

1. Services Provided

1.1 Scope of Services

Tom's Pest Control Pty Ltd agrees to provide pest control services as outlined in the selected service plan below. All services are compliant with current food safety regulations and aligned with HACCP principles. Tom's Pest Control maintains HACCP certification and will provide evidence upon request.

Site 1 – 50 Mills Rd, Braeside, VIC, 3195

Initial Treatment

- Rodent Control: Installation of (62) commercial-grade baiting stations (supplied by Tom's Pest Control) targeting rats and mice
- General Pest Monitoring: Installation of pest monitoring devices as required (cockroaches, ants, flying insects, stored products pests)
- Fly Units: Purchase and installation of (16) electric fly units (supplied by Tom's Pest Control)

Ongoing Monthly Treatments

- Rodent Control: Monitoring and rebaiting of bait stations
- General Pest Monitoring: Inspection and replacement of pest monitoring devices
- Fly Units: Maintenance and replacement of glue boards
- Reporting: Monthly reports detailing inspection outcomes, pest activity levels, device status, and IPM-based recommendations

Site 2 – 12 Quality Dr, Dandenong South, VIC, 3175

Initial Treatment

- Rodent Control: Installation of (75) commercial-grade baiting stations (supplied by Tom's Pest Control)
- General Pest Monitoring: Installation of pest monitoring devices as required (cockroaches, ants, flying insects, stored products pests)
- Fly Units: Purchase and installation of (4) electronic fly units

Ongoing Monthly Treatments

- As per Site 1, proportional to quantity and coverage
- All pest monitoring and electronic fly units shall be electronically tracked where applicable, and reporting will include status logs and photos

As part of the agreed monthly service visits for both sites, the following will be covered under the standard cost:

- Rodents (rats and mice) and flying insects (non-exotic species) will be actively managed through direct treatment and control measures.
- Other pests—including cockroaches (including German cockroaches), ants, spiders, and stored product pests (e.g., Indian meal moths, flour mites, weevils, flour beetles, etc.)—will be monitored using pest monitoring devices and routine visual inspections, with treatment, if required, carried out during the scheduled visit.

If treatment of pests is required outside of the regular scheduled service visits, a service call-out fee will apply for any additional treatments carried out.

1.2 Bi-Annual Pest Audit

A HACCP-compliant pest audit will be conducted at each site twice per year. Each audit includes:

- Facility-wide inspection (interior/exterior)
- Assessment of pest signs, sanitation, structural integrity, and conducive conditions
- Review of pest logs, service reports, monitoring data and relevant documentation
- Compliance alignment with HACCP and relevant food safety standards

A full Audit Report will be issued within 5 business days of inspection, including digital photos, risk areas, action items, and IPM strategy updates.

1.3 Additional Services & Charges

All treatments provided under this agreement include follow-up support for issues related to the original treatment. Additional services and charges will occur as follows:

- Service Callouts: \$150.00/\$200.00 per hour (normal hours/after hours)
- Additional Bait Stations: \$15.00 per unit (installation and monthly servicing included)
- After-Hours Service: \$299.00 per visit per hour (outside 8:00 am–5:00 pm)
- Non-covered Pests or Speciality Treatments: Quoted separately, subject to prior approval
- All follow-up visits within the warranty scope are free of charge

2. Term and Termination

2.1 Term

This Agreement shall commence on **01/09/2025** and continue for 24 months.

2.2 Termination

Either party may terminate by giving one month's written notice.

Upon termination by the Client, the following applies:

- All setup and equipment fees are immediately payable \$4,555.00 inclusive of GST.

Breakdown of costings:

- Rodent stations (137 units total) \$2,055.00 inclusive of GST.
- Fly Units (20 units total) \$2,500.00 inclusive of GST.

2.3 Exceptions and conditions:

- None of the above fees are payable after the first 12 months, as they are considered part of the initial setup cost.
- Equipment may be removed upon termination, but no additional payment is required beyond the initial 12-month period.
- In cases of performance-based termination, equipment fees will not be charged regardless of the timing of termination.
- Failure to remit payment may result in the removal of Rodent Baiting Stations and Electrical Fly Units.
- Where performance issues are cited as the cause, the Client must provide written notice with reasonable details. Tom's Pest Control shall have 21 days to rectify the issue (Cure Period).
- If not resolved within the Cure Period, the Client may terminate without penalty.

2.4 Additional terms:

- Material breaches, such as failure to maintain bait stations or non-replacement of glue boards, may trigger this clause.
- Both parties shall be entitled to a 21-day Cure Period to address their respective breaches.
- Performance failures by the Provider, as defined in the Service Guarantees, may result in penalty-free termination. These guarantees include:
 - 48-hour response time for urgent pest issues
 - Monthly reporting within 2 business days of the month-end
 - Adherence to equipment maintenance standards
 - Achievement and reporting of pest elimination effectiveness metrics

2.3 Force Majeure

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, pandemics, civil unrest, or government-mandated closures.

In such events, service obligations and associated payments shall be suspended during the period of interruption. The contract may be extended by mutual agreement to accommodate suspended services.

3. Payment Terms

3.1 Invoicing and Frequency

- The first invoice will be issued with 30 days EOM payment terms
- Quarterly invoicing in arrears will follow and will carry a 30-day EOM schedule upon issuance

3.2 Fees

Year 1 Total Costs (inclusive of GST)

- Mills Rd (Braeside): \$14,167.00
- Quality Dr (Dandenong South): \$9,679.00

Total Year 1 Fees: \$23,846.00

Payable in 12 equal monthly installments of \$1,987.17 or in quarterly installments of \$5,961.50.

Year 2 Total Costs (inclusive of GST)

- Mills Rd (Braeside): \$6,399.00
- Quality Dr (Dandenong South): \$8,738.00

Total Year 2 Fees: \$15,137.00

Payable in 12 equal monthly installments of \$1,261.42 or in quarterly installments of \$3,784.25.

3.3 Discount for Upfront Payment

If the Client elects to pay for 12 months upfront, a 5% discount applies.

- Discounted Total for Year 1: \$22,653.70
- Discounted Total for Year 2: \$14,380.15

3.4 Price Adjustments

- All prices are fixed for the initial 24-month term.
- Beyond Year 2, fees may be adjusted annually based on the Consumer Price Index (CPI) or mutual agreement.
- Any changes will be notified 30 days before implementation.

4. Client Obligations

4.1 Access

The client will ensure safe, timely access to all relevant areas during scheduled services.

4.2 Safety

The client shall take all necessary steps to protect staff, pets, inventory, and customers before, during, and after treatment.

5. Liability and Insurance

5.1 Liability

Tom's Pest Control Pty Ltd will not be liable for indirect, incidental, or consequential damages, including loss of income or business closure. Liability is limited to incidents resulting from gross negligence or misconduct, including those involving regulatory compliance failures or food contamination, such as food safety violations, enforcement actions by food safety authorities, or audit failures.

5.2 Insurance

Evidence of insurance (including Public Liability and Professional Indemnity) will be provided upon request.

6. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Victoria.

7. Entire Agreement

This document contains the full agreement between the parties. Amendments must be made in writing and signed by both parties.

8. Performance Guarantees

8.1 Servicing and Maintenance

All bait stations, traps, and fly control units will be serviced, inspected, and maintained in accordance with the manufacturer's specifications and industry best practices. This includes replenishment of bait, calibration of equipment, and functional testing to ensure optimal performance.

8.2 Reporting Requirements

A detailed service report, including pest activity observations, treatment actions taken, and any recommendations, will be submitted to the client within two (2) business days of each scheduled service visit. Reports must be delivered in digital format and be accessible for audit or compliance purposes.

8.3 Urgent Pest Response

In the event of an urgent or high-risk pest concern, a technician will attend the site within forty-eight (48) business hours from the time of notification. Urgent concerns include, but are not limited to, sightings of rodents in production areas, equipment failures, or breaches in pest exclusion barriers.

8.4 Non-Compliance and Remediation

Failure to meet the service standards outlined in Sections 8.1 to 8.3 may result in the activation

of remedial measures as specified in Section 2.2 – Remediation and Corrective Actions. This may include re-treatment at no additional cost, escalation to senior management, or other mutually agreed-upon resolutions.

9. Electronic Monitoring and Reporting

9.1 QR Code-Enabled Tracking Stations

All bait stations and monitoring devices will be fitted with unique QR codes to enable digital tracking and documentation. During each service visit, technicians will scan the QR codes to log activity, servicing details, and any issues directly into our electronic reporting system.

9.2 Service Data Capture

Scanning each QR-coded station ensures accurate capture of:

- Date and time of inspection
- Technician observations (e.g., bait consumption, pest activity, damage)
- Maintenance performed (e.g., bait replenishment, station cleaning or repair)
- Photos (if required) for compliance or documentation

9.3 Electronic Reports

Following each service, a comprehensive digital report will be generated and submitted to the client within two business days. Reports will include:

- Full list of stations inspected and serviced
- Pest activity trends or concerns
- Station status and any corrective actions taken
- Site map or tracking dashboard (if applicable)

9.4 Monitoring and Analysis

The data collected via QR code scans is reviewed to identify trends, recurring pest issues, and potential vulnerabilities. This information supports proactive pest management recommendations and helps ensure compliance with regulatory or audit standards.

9.5 System Maintenance

All QR codes and associated tracking systems will be checked regularly to ensure scan

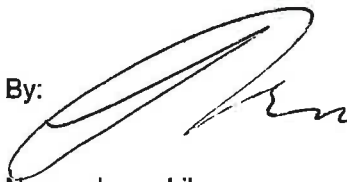
functionality and data integrity. Damaged or missing QR codes will be replaced promptly.

Signatures

By signing below, both parties agree to the terms outlined in this Agreement.

Tom's Pest Control Pty Ltd

By:



Name: Jesse Liles

Title: Commercial Manager

Date: 29/07/2025

Frozen Bakery Solutions Pty Ltd

By:



Name: DERRICK J. O'CONNELL

Title: DIRECTOR

Date: 05/08/2025

