

MOULDBUSTERS (PTY) LTD

FULL TERMS AND CONDITIONS & LIABILITY DISCLAIMER

Governed by the laws of the Republic of South Africa | CPA 68/2008 | POPIA 4/2013 | IICRC S500 & S520

NOTICE — CPA SECTION 49

This document contains clauses that limit the liability of MouldBusters (Pty) Ltd (“MB”), its independent contracted Inspector(s), independent contracted Remediator(s), and/or employee(s), and clauses that impose obligations on and/or acknowledge risk by the Client. These clauses are presented in bold italics throughout this document. The Client is urged to read this document carefully in its entirety before proceeding.

Acceptance of a quotation and/or payment of the service deposit constitutes unconditional acceptance of these Terms and Conditions in their entirety. No signature is required.

These Terms and Conditions govern all mould inspection, mould remediation, moisture assessment, water-damage restoration, and related services conducted by MouldBusters (Pty) Ltd (hereinafter referred to as “MB”, “we”, “us”, or “our”). Any reference to “Inspector” or “Remediator” means any independent contracted Inspector, independent contracted Remediator, and/or employee engaged by MB to perform the relevant service. By accepting a quotation, paying a deposit, or otherwise engaging MB to perform a service, the Client unconditionally accepts these Terms and Conditions in full.

Where the Client is a juristic person, the natural person authorising the engagement warrants that they are duly authorised to bind the juristic person.

PART A — PAYMENT TERMS AND CONDITIONS OF ENGAGEMENT

A1. DEPOSIT

Mould Inspections

A non-refundable deposit of 50% of the total quoted fee is required before any inspection appointment can be confirmed. Receipt of the deposit by MB constitutes confirmation of the booking.

Mould Remediation

A non-refundable deposit of 70% of the total quoted fee is required before any remediation appointment can be confirmed. Receipt of the deposit by MB constitutes confirmation of the booking.

Commercial Inspections or Remediations

Deposit terms as applicable to the service type above. Tranche payments as per terms agreed upon at time of engagement.

Cancellation on the date of service, or failure to provide access within 30 minutes of the agreed appointment time, will result in the appointment being deemed cancelled and the deposit being retained by MB in its sole discretion.

A2. BALANCE ON COMPLETION

Mould Inspections

The remaining 50% of the total inspection fee is due and payable prior to the release of the report, upon receipt of proof of final payment.

Mould Remediation

The remaining 30% of the total remediation fee is due and payable within 24 hours of completion of service.

No report, certificate, or service outcome documentation will be released under any circumstances until full and final payment has been received and confirmed by way of proof of payment.

A3. VARIATION IN PROPERTY SIZE OR SCOPE

The quoted fee is based on the property area and/or surface areas and scope of work as communicated by the Client at the time of quotation.

Where the actual property area or scope of work exceeds that quoted, a variation charge per m² will apply to the excess area. A variation invoice will be issued and must be settled in full before the report is released. MB accepts no liability for delays arising from the Client's failure to provide accurate property area or scope information at the time of quotation.

A4. ADDITIONAL CHARGES

The following additional charges may apply where relevant to the engagement:

Fuel levy: low rate for services within a 50km radius.

Outlying areas: Mileage charged at the applicable rate for areas beyond the standard radius.

Remote location surcharge: higher surcharge where an outlying location precludes the Inspector or Remediator from conducting other services on the same day due to travel time and service duration.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability for any costs, delays, or consequences arising from the Client's failure to provide accurate property location or scope information at the time of quotation.

A5. PAYMENT CONFIRMATION

Proof of payment must be sent by WhatsApp and email to:

WhatsApp / Tel: 079 298 6168 | Email: admin@mouldbusters.co.za

A6. CONDUCT DURING THE SERVICE

The Client is required to ensure that safe and unobstructed access is granted to all areas of the property on the pre-arranged date and at the pre-arranged time. All occupants and other persons present are requested to refrain from hindering, distracting, or interfering with MB's Inspector or Remediator during the course of the service. Refer to clause B5 for MB's access and safety provisions.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) reserve the right to terminate a service immediately, without prior notice and without prejudice to fees due, where: (a) the Inspector's or Remediator's personal safety is compromised or threatened; (b) professional judgement or independence is interfered with; or (c) access to any area of the property is denied or obstructed. In such circumstances, the full service fee remains payable and no refund will be issued.

A7. REPORT DELIVERY TIMEFRAMES

Reports and certificates (where applicable) will be emailed to the Client following confirmation of full and final payment within the following timeframes:

Mould and moisture inspections (with laboratory results): Laboratory results take 7–10 business days. The report is compiled and released within 48–72 hours of receipt of proof of final payment thereafter.

Mould remediation reports: 3 to 5 business days following completion of service and receipt of final payment.

Commercial / large-scale projects: Dependent on size and scope — Client advised at time of engagement.

These timeframes are estimates provided in good faith and are not guaranteed delivery deadlines. MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability for any loss, damage, or consequence arising from report delivery beyond these estimated timeframes, provided reasonable efforts are made to deliver within same.

PART B — TERMS AND CONDITIONS & LIABILITY DISCLAIMER

B1. PURPOSE OF THE SERVICE AND REPORT

MB provides a professional, objective, and unbiased mould and moisture assessment and/or remediation service, and issues a written report documenting, where observable and/or measurable:

- Mould growth and/or moisture intrusion
- Areas of contamination or deterioration
- Observed health or safety concerns arising from mould or moisture
- Areas requiring remediation, repair, or maintenance
- Defects or conditions which may have material, financial, or health implications
- Laboratory results, where included as part of a mould inspection or post-remediation verification (PRV), and where elected by the Client as an additional service

The report and service do not constitute professional engineering advice, a certificate of compliance of any nature, a property valuation, or an insurance assessment of any kind. The report is an informational document only and shall not be construed as a negotiation instrument, nor relied upon as the definitive or sole basis for any property transaction, legal proceeding, or health decision. The Client retains sole and exclusive responsibility for all decisions made in reliance on the report.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no responsibility whatsoever for the manner in which this report is interpreted or applied by any party.

B2. NATURE AND LIMITATIONS OF THE SERVICE

All inspections, assessments, and remediations conducted by MB are:

- Visual and/or instrument-based in nature
- Limited to observable and reasonably accessible areas at the time of service
- Conducted at the sole professional discretion of the appointed Inspector and/or Remediator as to the extent of access
- Where relevant and within the agreed scope of work, informed by independent laboratory analysis results

Inspections and assessments cannot identify every existing or potential defect or mould condition. MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) shall not be liable for defects or conditions that are: concealed; latent; obscured by finishes, furniture, or personal effects; hidden behind structures, inside walls, in foundations, or underground; intermittent in nature; or only present under certain environmental or weather conditions not prevailing at the time of service.

B3. LABORATORY SAMPLING AND ANALYSIS

Where air sampling, surface sampling, or any other environmental testing is elected by the Client, all samples are submitted to and processed by independent, accredited third-party laboratories. MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) do not perform laboratory analysis and accept no liability whatsoever for the accuracy, validity, interpretation, or outcome of any laboratory results, whether such results are interpreted by the laboratory, MB, the Client, or any other third party. Laboratory reports are reproduced or summarised in MB's report for informational purposes only and do not constitute independent scientific findings or conclusions by MB. The Client is solely responsible for obtaining specialist or medical advice in respect of any laboratory results. MB's liability in respect of any sampling service is strictly limited to the physical collection of samples only, and does not extend to any consequence arising from the laboratory's findings or any reliance placed thereon by any person.

B4. SCOPE OF SERVICE

Subject to safe and reasonable accessibility, and the scope agreed in writing, MB's services may include a visual and/or instrument-based assessment of:

- Mould-affected interior surfaces, walls, ceilings, floors, and cavities
- Moisture readings using hygrometer, thermal imaging, and/or moisture meters
- Air sampling and laboratory testing (where elected by the Client)
- Moisture mapping and source identification (where applicable)
- Contamination risk assessment and remediation planning

- Containment, HEPA filtration, and anti-microbial treatment
- Post-Remediation Verification ("PRV"), where elected by the Client

Where photographs, indicative cost estimates, or instrument readings are provided in the report, these are illustrative only and do not constitute binding quotations or professional cost assessments.

Where a sketch plan, layout diagram, or measurement is included in the report, it is provided for reference purposes only. No reliance may be placed on any dimensions, proportions, or measurements reflected therein. Only the written report is authoritative. No verbal comment made by the Inspector or Remediator at any time shall be legally binding or shall form part of the report.

B5. ACCESS AND SAFETY

MB's Inspector and/or Remediator will only enter areas, roof spaces, crawl spaces, cavities, or confined areas if, in their sole professional judgement, it is safe and practically feasible to do so.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) shall not be held liable for any defect, condition, or risk whatsoever present in areas that were inaccessible, unsafe to access, locked, obstructed, excluded by the Client, or otherwise not reasonably accessible at the time of service. Limitations in access will be noted in the report where applicable.

B6. MATTERS THAT CANNOT BE DETERMINED BY VISUAL OR INSTRUMENT-BASED ASSESSMENT

Without specialist investigation, the service may not determine:

- Structural engineering design adequacy or geotechnical conditions
- Leaks that only manifest under unusual or extreme weather conditions
- Internal operation of concealed mechanical, HVAC, electrical, or plumbing systems
- Underground, encased, or in-wall plumbing, drainage, or foundations
- Long-term mould recurrence risk beyond the scope of the service
- Medical or health diagnoses relating to mould or moisture exposure
- Any matter required by law to be certified by a registered and qualified specialist

Where MB recommends specialist evaluation of any system, structure, or component, the Client assumes sole and full responsibility for arranging and concluding such assessment, at the Client's cost, prior to the finalisation of any property transaction or health-related decision. MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) expressly disclaim any liability for any loss, damage, or consequence whatsoever arising from the Client's failure or delay in acting on any such recommendation.

B7. CLIENT RESPONSIBILITIES

The Client is responsible for:

- Ensuring safe, unobstructed, and reasonable access to all areas of the property
- Ensuring that all utilities (water, electricity) are operational where relevant to the service
- Disclosing all known or suspected leaks, flooding, moisture incidents, or building defects to MB prior to the service

- Providing accurate property area, scope, and location information at the time of quotation
- Reading these Terms and Conditions prior to accepting the quotation
- Reading and reviewing the full written report upon receipt
- Timeously implementing all recommended repairs, maintenance actions, and specialist referrals

Where access to any area is not provided or is restricted, MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability whatsoever for any undiscovered defects or mould conditions in those inaccessible areas. Any failure by the Client to disclose known defects or to provide accurate property information shall not create any liability on the part of MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) for matters that may have been identified had such disclosure been made.

Where the Client fails to address underlying moisture or water intrusion issues following remediation, MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability for any recurring mould growth, further deterioration, adverse health outcomes, or property damage arising therefrom.

B8. NO GUARANTEE, WARRANTY, OR COMPLIANCE CERTIFICATE

The report issued by MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) does not constitute, and shall not be interpreted as, a guarantee, warranty, insurance policy, certificate of compliance of any nature, property valuation, engineering assessment, or assurance of any kind relating to the condition, safety, or future performance of any structure, system, component, or the property as a whole, whether at the time of service or at any time thereafter.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability whatsoever for any future deterioration, failure, defect, mould recurrence, or condition that was not observable or measurable at the time of service, or that arises or manifests subsequent to the date of service.

B9. NO COST ESTIMATES

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) do not provide binding cost estimates for any repairs, remedial works, or specialist assessments. Where indicative cost ranges are referenced verbally or in a report, these are provided in good faith for illustrative purposes only and do not constitute professional cost advice, a binding quotation, or a contractor's assessment. Any third-party estimates or quotations obtained independently by the Client are entirely outside the scope of and independent from this report.

Any verbal comment made by MB's Inspector or Remediator regarding costs, remediation, or repair at any time is not binding and does not form part of the written report. The written report constitutes the sole and complete deliverable to the Client.

B10. CURRENCY OF THE REPORT

The report reflects the observable and/or measurable condition of the assessed areas at the specific date and time of service only. Conditions may change at any time thereafter due to factors entirely outside the control of MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s). MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no responsibility whatsoever

for any change in condition, the emergence of new mould growth or defects, or the worsening of existing conditions after the date of service.

B11. DIMENSIONS AND MEASUREMENTS

Any property size, area, floor area, or other dimensional information reflected in the report is provided in good faith based on information available at the time of service or as supplied by the Client or other available sources. MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) do not warrant the accuracy of any such dimensions, sizes, or measurements. The Client is solely responsible for independently verifying all dimensions and area information through a registered land surveyor or other qualified professional.

B12. LIMITATION OF LIABILITY — FEE CAP

MB, its directors, shareholders, independent contracted Inspector(s), independent contracted Remediator(s), employee(s), agents, and assigns shall not be liable for any loss, damage, claim, cost, or expense, whether direct, indirect, consequential, special, or economic, arising from or in any way connected with any inspection, remediation, assessment, report, or related service, or any reliance placed thereon, howsoever arising.

In all circumstances, the total aggregate liability of MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) — whether arising in contract, delict, negligence, misrepresentation, or any other legal basis — shall be strictly limited to and shall not exceed the total fee paid by the Client for the specific service in respect of which the claim arises. This constitutes the Client's sole and exclusive financial remedy against MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s).

This limitation of liability shall not apply to liability for death or personal injury caused by gross negligence or wilful misconduct, or to any liability that cannot lawfully be excluded or limited under the Consumer Protection Act 68 of 2008 or any other applicable South African legislation.

B13. THIRD-PARTY RELIANCE — PROHIBITED

This report is prepared exclusively for the named Client and solely for the purpose stated herein. It may not be transferred, disclosed, published, or relied upon by any third party whatsoever, including but not limited to property agents, sellers, purchasers not named as the Client, banks, insurers, attorneys, or any other person or entity, without the prior written consent of MB.

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) accept no liability whatsoever to any third party who obtains, uses, or relies upon this report in any manner. The Client indemnifies MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) fully and unconditionally against all claims, losses, damages, costs, and expenses whatsoever arising from any unauthorised distribution of, or any third-party reliance on, this report.

B14. SPECIALIST ASSESSMENTS — CLIENT RESPONSIBILITY

The following assessments and certifications fall expressly outside the scope of MB's services and must be arranged by the Client independently:

- Structural and geotechnical engineering assessments
- Electrical, gas, and electric fence certificates of compliance

- Asbestos identification and removal assessment
- Environmental and contamination assessments beyond the scope of mould
- Medical or occupational health assessments arising from mould or moisture exposure
- Building code compliance assessments
- All legally required certifications under applicable South African legislation

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) expressly disclaim any liability for loss, damage, or consequence arising from the Client's failure to arrange any specialist assessment or to obtain any legally required compliance certificate prior to the conclusion of any property transaction or health-related decision.

B15. NOTIFICATION OF CONCERNS — 7-DAY WINDOW

Any concern, query, or disagreement regarding the service or the content of the report must be submitted in writing to both MB and the assigned Inspector and/or Remediator within seven (7) calendar days of the date of receipt of the report. Written correspondence must be directed to admin@mouldbusters.co.za.

Failure to submit a written notification of concern within the prescribed 7-day period shall constitute the Client's unconditional acceptance of the report in its entirety, and no subsequent claim, challenge, or dispute of any nature will be entertained by MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) after the expiry of this period.

B16. DISPUTE RESOLUTION

In the event of any dispute arising from or related to this service, report, or these Terms and Conditions, the parties agree to the following resolution process:

- Step 1 — Good-faith negotiation between the parties within 21 calendar days of written notification of the dispute;
- Step 2 — If unresolved, formal mediation before a mutually agreed mediator, with costs shared equally between the parties;
- Step 3 — Only if mediation fails may either party approach a court of competent jurisdiction in the Republic of South Africa.

No legal proceedings may be instituted against MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) without first exhausting the negotiation and mediation steps set out above.

B17. PROTECTION OF PERSONAL INFORMATION — POPIA

MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s) collect and process personal information solely for the purpose of delivering inspection, remediation, and reporting services to the Client, in compliance with the Protection of Personal Information Act 4 of 2013 ("POPIA"). Personal information collected will not be disclosed to any third party without the Client's consent or a lawful basis for processing, except where required by law or for the purpose of delivering the agreed services.

The Client has the right to access, correct, or request the deletion of their personal information held by MB, subject to applicable legal and contractual obligations. Requests may be directed to admin@mouldbusters.co.za.

B18. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any legal dispute arising from or related to these Terms and Conditions, this service, or the report shall be subject to the exclusive jurisdiction of the South African courts. These Terms and Conditions must be read in conjunction with all applicable South African legislation, including but not limited to the Consumer Protection Act 68 of 2008 and the Protection of Personal Information Act 4 of 2013.

B19. GENERAL PROVISIONS**Severability**

Should any provision of this Agreement be found to be invalid, unlawful, or unenforceable, such provision shall be severed to the extent necessary and the remaining provisions shall continue in full force and effect.

Entire Agreement

This Agreement, together with any signed service agreement or quotation, constitutes the entire agreement between MB and the Client and supersedes all prior representations, discussions, undertakings, or agreements, whether written or verbal.

No Waiver

No failure or delay by MB in exercising any right or remedy shall constitute a waiver of that right or remedy. No waiver shall be effective unless made in writing.

Independent Contractors

Where MB engages independent contracted Inspector(s) or Remediator(s) to perform services on its behalf, such persons act as independent contractors and not as employees or agents of MB beyond the performance of their contracted function. The liability and indemnity provisions of this Agreement apply equally to all such independent contracted Inspector(s) and Remediator(s).

ACCEPTANCE OF TERMS AND CONDITIONS

By accepting a quotation, paying a service deposit, or otherwise engaging MouldBusters (Pty) Ltd, its independent contracted Inspector(s), Remediator(s), and/or employee(s) to perform any service, the Client unconditionally and irrevocably accepts these Terms and Conditions in their entirety, including all limitation of liability, exclusion, and indemnity provisions contained herein. No signature is required for these Terms and Conditions to be binding.

The Client confirms that they have had the opportunity to read and consider these Terms and Conditions prior to engagement and that they understand the nature and effect of all clauses contained herein, including those that limit the liability of MB, its independent contracted Inspector(s), Remediator(s), and/or employee(s).

MouldBusters (Pty) Ltd

www.mouldbusters.co.za | admin@mouldbusters.co.za | 079 298 6168

Services performed in accordance with IICRC S500 and S520 Guidelines