

1. Interpretation

- 1.1. These General Terms and Conditions, the sale agreement and the quote setting out the services and the charges (the "Quote") and any annexed schedules or special terms form the "Agreement".
- 1.2. In this Agreement:
 - 1.2.1. The "Supplier" is the supplier contracting entity as stated in the Quote.
 - 1.2.2. The "Customer" is the customer contracting entity as stated in the Quote.
 - 1.2.3. Where the words "including", "include" or any similar expression is used in this Agreement are deemed to have the words without limitation following them.

2. Obligations

- 2.1. The Supplier will provide: (a) the specific services identified in the Quote (a "Job"); and/or (ii) regular routine services at the frequency set out in the Quote (the "Periodic Services") (each and together the "Services") with reasonable skill and care.\
- 2.2. The customer will comply with the customer obligations, including (a) providing all access and reasonably required facilities at the Customer location/s identified in this Agreement (the "Premises") to enable Supplier to perform the Services; (b) informing the Supplier of any hazards that might be encountered in providing the Services at the Premises; (c) following all health and safety advice and instructions given by Supplier; (d) following and complying with all instructions and recommendations made by the Supplier (the "Customer Obligations").
- 2.3. Supplier reserves the right to refuse to provide Services in relation to items or areas that are contaminated or affected by dangerous, toxic, adhesive or inflammable substances (other than as has been used by Supplier in provision of the Services or as identified when the Premises were surveyed by Supplier).

3. Payment

- 3.1. The Customer will pay the amounts payable to the Supplier as set out in the sale agreement or Quote (which are exclusive of VAT) and applicable VAT (the "Charges") to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) by the invoice payment date as set out in the Quote.
- 3.2. Charges will be reviewed by the Supplier from time to time and the Supplier may increase the Charges to reflect increased costs including: (a) increases in the cost of fuel, waste disposal, utilities or equipment; (b) any introduction of or increases to taxes or levies imposed on the Supplier by any government agency or similar body; or (c) any statutory increase in employment costs. The Supplier will provide the Customer with at least 60 days' prior written notice of any increase in the Charges.
- 3.3. The Customer shall not be credited for: (a) Periodic Services that need to be performed more frequently because Customer has not complied with this Agreement; and/or (b) wasted journeys, cancellations and delays, as a result of the Customer's failure to allow access, or to provide proper instruction at least 24 hours before any scheduled visit.
- 3.4. Customer will be liable for the reasonable administrative and legal fees incurred by the Supplier in the recovery of any unpaid Charges.

4. Goods / Rental Equipment

- 4.1. The Supplier reserves the right to amend the specification of any products sold by Supplier to Customer under the Agreement (the "Goods") if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 4.2. Risk of damage to or loss of any Goods shall pass to Customer once Supplier has delivered and installed such Goods (where installation is included) at Premises. Customer will not own any Goods until the Supplier has received payment in full for Goods in cleared funds.

5. Confidentiality

- 5.1. In this Agreement, "Confidential Information" means any information disclosed under this Agreement concerning the business or affairs of either party or its affiliates (its "Group").
- 5.2. The party receiving Confidential Information will only use the disclosing party's Confidential Information for the purposes of this Agreement or Quote and may only disclose the Confidential Information to its officers, employees, agents and contractors for use in accordance with the terms of this Agreement.
- 5.3. If a party discloses any Confidential Information to the other party in relation to this Agreement, the other party shall keep the information confidential and only use it in relation to this Agreement; unless the information becomes public knowledge other than in breach of this clause, was already known by the recipient, is separately provided to the recipient without an obligation of confidentiality, is independently developed by the recipient. If a party is required to disclose the other party's Confidential Information by law, governmental or other regulatory authority, it will inform the other party as soon as, and to the extent, legally permissible.

6. Term and Termination

- 6.1. This Agreement commences on the date stated herein ("Commencement Date"). Unless terminated earlier in accordance with this Agreement, this Agreement will continue until the Charges are paid and: (a) for Jobs, until the Services have been completed; or (b) for Periodic Services, for one year (or any longer minimum period stated in the Quote) (the "Minimum Period") and for further consecutive periods (each a "Renewal Period") until either party gives not less than 30 days' written notice before the end of the Minimum Period or the relevant Renewal Period.
- 6.2. Either party may immediately terminate this Agreement (or any of the Services) by giving notice if the other party commits a material breach of any term of this Agreement, which is irremediable or (if the breach is remediable) fails to remedy that breach within seven days after being notified in writing to do so, or is declared bankrupt, cannot pay its debts when due, is the subject of unsatisfactory credit ratings or becomes or is declared insolvent.
- 6.3. If Customer terminates this Agreement before the end of the Minimum Period (or before the end of a Renewal Period), Customer shall pay any Charges due for the Services rendered plus (a) for Jobs, any other costs incurred by the Supplier for the remainder of the Minimum Period (e.g. hire costs for access equipment); (b) for Periodic Services, if terminated within the first year: 80% of the Charges that would have been payable for that year plus 30% of the Charges that would have been payable for the rest of the Minimum Period (if longer than a year); or (c) for Periodic Services, if terminated after the first year: 30% of the Charges payable for the rest of the Minimum Period or Renewal Period.

7. Intellectual Property

- 7.1. Supplier retains all intellectual property rights in, arising out of or in connection with the provision of the Services and Goods by Supplier. All existing or future intellectual property rights, whether registered or not, shall remain the exclusive property of the Supplier and shall not be transferred by the Supplier in the provision of the Services.

8. Liability

- 8.1. If Supplier fails to provide Periodic Services at the frequency set out in the Quote and the Customer has complied with its obligations under this Agreement, Customer may be entitled to receive a service credit.
- 8.2. Neither party excludes or limits its liability for personal injury or death caused by negligence, fraud, or fraudulent misrepresentation; and any other act or omission which cannot be excluded or limited under any applicable law.

- 8.3. Except as set out in clause 8.2, the Supplier only bears liability that arises as a result of the Supplier's performance of the Services and which is for (a) physical damage to property because of the Supplier's negligence or fault; or (b) failure to provide the Services in accordance with the Agreement or Quote.
- 8.4. Except as set out in clause 8.2, any and all warranties, guarantees and conditions are excluded and the Supplier's total liability to the Customer is limited to 100% of the annual Charges for the applicable Premises in aggregate for any claims whatsoever and however they may arise for that Premises and whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise. The Supplier shall not in any circumstances be liable for any (a) loss of profits, economic or financial loss, loss of business, loss of use or business interruption, loss of goodwill; (b) indirect or consequential loss; or (c) where applicable, loss, damage or cost arising in relation to any pest.
- 8.5. The Customer must: i) take all reasonable steps to mitigate its loss; and ii) notify the Supplier of any service complaint within 30 days of the relevant service or part of the service having been provided so that the Supplier may investigate.
- 8.6. Customer must submit any claim in writing to Supplier at the address for notices within 28 days of the Customer first becoming aware of the circumstances giving rise to the claim. To the maximum extent permitted by law, the Supplier will not be liable for any claim submitted outside of such a 28-day period.
- 8.7. Subject to clauses 8.1 to 8.6 Supplier excludes all liabilities to the maximum extent permitted by law.
- 9. Notices**
- Any notice to be given under this Agreement, shall be in writing and be delivered by hand or signed for mail service:
- 9.1. to the Customer at the address set out in this Agreement or Quote;
- 9.2. to the Supplier at the address set out in the Quote (the "Company Address").
- 10. Severance**
- If any term or provision in this Agreement is held to be in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected.
- 11. Entire Agreement**
- 11.1. This Agreement: (a) is the entire agreement between the parties relating to the Services; (b) supersedes and terminates any previous quotes, purchase orders, agreements, warranties, representations and understandings relating to the same subject matter; and (c) prevails over any terms which Customer provides to Supplier and/or which may be implied by law or trade, custom, practice or course of dealing, all of which are expressly excluded.
- 11.2. The parties agree that they shall not be entitled to rely on any statement or representation that is not set out in this Agreement.
- 12. Data Protection**
- 12.1. The Supplier shall process your personal data, including sending of marketing information, in accordance with applicable data protection legislation and our privacy notice located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.
- 12.2. If the Customer does not wish to receive marketing information from the Supplier, the Customer can opt-out by writing to the Company Address or by email at unsubscribe-menat@rentokil-boecker.com. The Supplier will continue to send the Customer communications as necessary for the performance of this Agreement or Quote and/or provision of the Services.
- 13. Anti-Bribery and Corruption**
- 13.1. Each party shall: (a) comply with all applicable laws, statutes, and regulations relating to this Agreement and the Services including any anti-bribery and anti-corruption regulations; and (b) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; and (c) (i) comply with all Anti-Corruption Laws; (ii) have and shall maintain in place throughout the term of this agreement its own policies and procedures to ensure compliance with all Anti-Corruption Laws and will enforce them where appropriate; and (iii) immediately notify the other party (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in that party. In this clause 13.1 "Anti-Corruption Laws" means: any and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any relevant territory.
- 13.2. In performing its obligations under this Agreement each party shall: comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 13.3. Either party shall be entitled to terminate this Agreement forthwith upon written notice to the other party without any liability to the other party in the event that the other party breaches any of the provisions of clause 13.1 and 13.2.
- 14. Force Majeure**
- If either party is prevented from or delayed in the performance of any of its respective obligations (other than payment obligations) under this Agreement or Quote by circumstances beyond its reasonable control, the affected party shall not be liable for the performance or the punctual performance of its obligations, as applicable, for the duration of the force majeure event. If the force majeure event continues for more than 30 days, either party shall be entitled to terminate this Agreement on written notice to the other.
- 15. Assignment**
- 15.1. Neither party may assign or transfer this Agreement without the other party's written consent (not to be unreasonably withheld or delayed), except that the Supplier may assign or otherwise transfer its rights and/or obligations to any of its Affiliates. For the purposes of this clause an "Affiliate" means any legal entity that, directly or indirectly, is controlled by or is under common control with a party to this Agreement.
- 15.2. This Agreement does not create any rights enforceable by a third party.
- 16. General**
- 16.1. Supplier may amend this Agreement on 90 days' notice to Customer. If the amendment is detrimental to Customer, Customer may terminate this Agreement by giving notice within 30 days of Supplier's notice, effective on the date the amendment would otherwise take effect. Otherwise, this Agreement may only be amended by written agreement of the parties.
- 16.2. If any term of this Agreement is held illegal or unenforceable, it will be deemed not to form part of this Agreement and the remainder of this Agreement will not be affected.
- 17. Governing Law and Jurisdiction**
- This Agreement and any dispute or claim arising in connection with it shall be governed by and interpreted in accordance with the law of the country of operation of the Supplier contracting entity and the parties submit to its exclusive jurisdiction.