

1. **Interpretation**
- 1.1 Capitalized terms have the meaning set out in this Agreement:

Agreement	These General Terms and Conditions, the sale agreement and Quote.
Charges	The amounts payable by Customer to Supplier, set out in the sale agreement or Quote, exclusive of VAT.
Confidential Information	any information disclosed under this Agreement concerning the business or affairs of either party or of any member of its Group.
Commencement Date	As stated in the Agreement.
Customer	As stated in the Agreement.
Frequency	As set out in the Agreement.
Goods	Any products sold by Supplier to Customer under the Agreement.
Job	A specific service identified in the Agreement.
Minimum Period	As stated in the Agreement.
Periodic Services	Regular routine services are provided at the Frequency.
Premises	The Customer location/s identified in the Agreement
Quote	The Supplier quote setting out the Services and Charges
Supplier	Rentokil Initial Pest Control LLC and/or Boecker Public Health PCE Tr. LLC and/or National Pest Control LLC also referred to as “Supplier”.
Services	A Job and/or Periodic Services to be provided by the Supplier as stated in the Agreement.
- 1.2 Any phrase introduced by the terms including, include, or any similar expression is illustrative and shall not limit the sense of the preceding words.
2. **Obligations**
- 2.1 The Supplier will provide the Services with reasonable skill and care.
- 2.2 Customer will comply with the Customer Obligations, including (a) providing all access and reasonably required facilities at the Premises to enable Supplier to perform the Services; (b) informing Supplier of any hazards that might be encountered in providing the Services at the Premises; and (c) following all health and safety advice and instructions given by Supplier.
- 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**
- The Customer will pay the Charges and applicable VAT 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. Charges will be reviewed by the Supplier from time to time and the Supplier may increase the Charges to reflect increased costs. The Supplier will provide the Customer with at least two months prior notice of any increase in the Charges.
4. **Goods / Rental Equipment**
- 4.1 The Supplier reserves the right to amend the specification of 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 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.
- 5.2 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 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 will continue following the Minimum Period until either party gives not less than 30 days' written notice of termination.
- 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 for Jobs, Customer shall pay any Fees due for the Services rendered plus any other costs incurred by the Supplier for the remainder of the Minimum Period (e.g. hire costs for access equipment).
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.
8. **Liability**
- 8.1 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.
- 8.2 Except as set out in clause 8.1, 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.
- 8.3 Except as set out in clause 8.1, the Supplier's total liability to the Customer is limited to 100% of the annual Charges in aggregate for any claims whatsoever and however they may arise and whether for breach of contract, negligence or breach of statutory duty. The Supplier shall not in any circumstances be liable for any (a) loss, damage or cost arising in relation to any pest; (b) loss of profits, economic or financial loss, loss of business, loss of use or business interruption, loss of goodwill; (c) indirect or consequential loss.
- 8.4 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.
- 8.5 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.
- 8.6 Subject to clauses 8.1 to 8.5 Supplier excludes all liabilities to the maximum extent permitted by law.
- 8.7 The Customer agrees that the provision of the Services by the Supplier does not guarantee pest-free conditions at the Premises.
9. **Notices**
- Any notice to be given under this Agreement or Quote, 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 Office 1401 Shafar Tower 1, Barsha Heights - Tecom, Dubai, United Arab Emirates.
10. **Severance**
- If any term or provision in this Agreement or Quote is held to be in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement or Quote 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 Quote, 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 Office 1401 Shafar Tower 1, Barsha Heights - Tecom, Dubai, United Arab Emirates 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**
- Each party shall: (a) comply with all applicable laws, statutes, and regulations relating to 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.
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**
- Neither party may assign or transfer this Agreement without the other party's written consent (not to be unreasonably withheld or delayed), except that Supplier may assign or otherwise transfer its rights and/or obligations to any of its affiliates.

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