

## RENTOKIL INITIAL STANDARD TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 In these Conditions the following expressions have the following meanings unless the context clearly requires them to mean something else.

**Company:** Rentokil Initial Ltd.

**Contract:** a contract for the sale and purchase of the Goods and/or Services made when an Order is placed by the Company and accepted by the Seller and incorporating these Conditions.

**Delivery Point:** the place where delivery of the Goods or the performance of the Services is to take place as specified by the Company in the Order.

**Goods:** any goods agreed in the Contract to be supplied by the Seller to the Company (including any part or parts of them).

**Order:** any written order, or any order placed electronically for the Goods placed by the Company with the Seller which shall be subject to these Conditions.

**Packaging:** all forms of packaging used on the Goods including but not limited to bags, cases, carboys, cylinders, drums, pallets and other containers.

**Seller:** the person, firm or company to which the Order is addressed and who sells the Goods and/or provides the Services to the Company.

**Services:** any services agreed in the Contract to be supplied by the Seller to the Company (including any part or parts of them).

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these Conditions.

### 2. ORDERS

2.1 No terms or conditions endorsed on, delivered with or contained in the Seller's acknowledgement of order, confirmation of order, invoice, specification or other document shall form part of the Contract. The Company will only be liable in respect of Orders placed in accordance with the provisions of these Conditions.

2.2 These Conditions apply to all the Company's purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of the Company or Procurement Manager, NZ/Fiji (PM).

2.3 An acknowledgement or acceptance of an Order must be in writing and shall be deemed to be an offer by the Seller to supply the Goods and/or Services subject to these Conditions and the Order.

2.4 The Company may at any time prior to despatch of the Goods or performance of the Services amend or cancel an Order by written notice to the Seller. If the Company amends or cancels an Order, its liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred by the Seller in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Seller's failure to comply with its obligations under these Conditions the Company shall have no liability to the Seller in respect of it.

### 3. DESCRIPTION

3.1 The quality, quantity and description of the Goods and/or Services shall be as set out in the Company's Order.

3.2 The Goods and Services shall comply with any samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures (including any web based catalogue).

### 4. DELIVERY

4.1 The Seller shall deliver each Order to the Delivery Point by the date specified by the Company in the Order.

4.2 The Seller shall not deliver Orders by instalments except with the prior written consent of the Company.

4.3 If an Order is not delivered or performed on the date specified in the Order, or where no date is specified within a reasonable time after the Order, then, without limiting any other right or remedy the Company may have, the Company may at its sole discretion:

(a) refuse to take any subsequent attempted delivery of the Order;

(b) terminate the Contract with immediate effect;

(c) obtain substitute products and or services from another supplier and recover from the Seller any costs and expenses reasonably incurred by the Company in obtaining such substitute products and/or services;

(d) claim damages for any other costs, expenses or losses resulting from the Seller's failure to deliver the Order on the delivery date, provided that the Seller shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Company's failure to comply with its obligations under these Conditions.

### 5. ACCEPTANCE

5.1 The Company shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

5.2 If any Goods and/or Services delivered to the Company do not comply with the Contract or are otherwise not in conformity with these Conditions, then, without limiting any other right or remedy that the Company may have, the Company may reject those Goods and/or Services and:

(a) require the Seller to repair or replace the rejected Goods or re-perform the defaulting Services at the Seller's risk and expense in such time frame as the Company may stipulate; or

(b) require the Seller to repay the price of the rejected Goods and/or Services in full (whether or not the Company has previously required the Seller to repair or replace the rejected Goods or re-perform the defaulting Services); and

(c) claim damages for any other costs, expenses or losses resulting from the Seller's delivery of Goods and/or performance of the Services that are not in conformity with the terms of the Order and/or these Conditions.

5.3 The Company's rights and remedies under this Condition 5 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, merchantable quality, fitness for purpose and correspondence with sample implied into these Conditions by the Fijian Competition & Consumer Commission Act 2010.

5.4 These Conditions shall apply to any repaired or replacement Goods and/or re-performed Services supplied by the Seller.

5.5 If the Seller fails to promptly repair or replace rejected Goods and/or re-perform the defaulting Services in accordance with Condition 5.2(a), the Company may, without affecting its rights under Condition 5.2 (c) obtain substitute products and/or services from a third party supplier, or have the rejected Goods repaired by a third party, and the Seller shall reimburse the Company for the costs it incurs in doing so.

### 6. RISK/TITLE

Risk in any Goods shall pass to the Company on delivery.

### 7. PRICE

The price for the Goods and/or Services shall be agreed by the Seller and the Company and shall be exclusive of any Goods and Services Tax but inclusive of all costs in relation to Packaging, loading, unloading, carriage and insurance.

### 8. PAYMENT

8.1 The Seller shall invoice the Company upon delivery of the Goods or following completion of the Services. Payment shall be made within 60 days of receipt of correctly rendered invoice unless the Company agrees otherwise in writing.

8.2 Each invoice must quote the relevant Order number. A failure to do so may delay payment.

8.3 If the Company disputes any invoice or other statement of monies due, the Company shall notify the Seller in writing within 10 working days. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Seller shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. The Seller's obligations to supply the Goods and/or Services shall not be affected by any payment dispute.

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8.4 The Company shall not be liable to pay any invoice which is submitted more than 6 months after the Goods have been delivered or the Services have been performed.

### 9. QUALITY

9.1 The Seller warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall:

- (a) be of acceptable quality within the meaning of the Fijian Competition & Consumer Commission Act 2010;
- (b) be reasonably fit for purpose; and
- (c) be reasonably fit for any particular purpose for which the Goods are being bought provided that the Company had made known that purpose to the Seller at the time the Order was placed.

9.2 The Seller undertakes warrants and represents on an ongoing basis that:

- (a) the Seller will perform and procure the performance of its obligations under these Conditions and any Order in compliance with all applicable statutory provisions;
- (b) it has, and will continue to hold, all consents and regulatory approvals necessary to provide the Services;
- (c) it shall discharge its obligations (including the performance of any Services) under these Conditions using personnel of required skill, experience and qualifications and with all due skill, care and diligence and to a standard it is reasonable to expect of a skilled and competent provider of services similar to the Services.

9.3 The Seller shall not be liable for a breach of any of the warranties in Condition 9.1 if:

- (a) the Company makes any further use of such Goods after giving such notice; or
- (b) the defect arises because the Company failed to follow the Seller's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Company alters or repairs such Goods without the written consent of the Seller.

9.4 Subject to Condition 9.3, if any of the Goods do not conform with any of the warranties in Condition 9.1 the Seller shall at the Company's option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Company shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

### 10. LIMITATION OF LIABILITY

10.1 The following provisions set out the entire financial liability of the parties (including any liability for the acts or omissions of its employees, agents and sub-contractors) to each other in respect of:

- (a) any breach of these Conditions;
- (b) any use made or resale by the Company of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with these Conditions or any Order.

10.2 Nothing in these Conditions excludes or limits the liability of either party:

- (a) for death or personal injury caused by the that party's negligence; or
- (b) for any matter which it would be illegal for that party to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

10.3 Subject to Condition 10.2:

- (a) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract shall be limited to the greater of 20 times that Contract price or \$5,000,000; and

- (b) the Company's total liability in contract (other than as to payment), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Contract (other than as

to payment) shall be limited to 20 times that Contract price or \$25,000 (whichever is the lower);

- (c) neither party shall be liable to the other for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. However the Company is prepared to vary the limit of its liability in any Contract subject to agreement with the Seller on a reduction to the price of the Goods and/or Services to take account of the increased risk to the Company. Any such variation must be in writing and signed by and on behalf of both parties.

### 11. INSURANCE

11.1 The Seller warrants that it has and shall maintain for the duration of these Conditions such insurance as is necessary to cover its liability under these Conditions including in particular:-

- (i) Public Liability insurance with a minimum limit of indemnity of \$10 million per claim or series of related claims; and
- (ii) Workers Compensation insurance with a minimum level of indemnity as required by the State in which the Seller operates.

11.2 The insurance to which Condition 11.1 refers shall be taken out with an insurer approved by the Company and a copy of the policy shall be produced for inspection by the Company upon the Company's request.

### 12. PRIVACY

The Seller authorises the Company, its Personnel or any related entities of the Company, subject to complying with the *Privacy Act 2020*, to use and disclose the personal information of the Customer for any purpose connected with this agreement or otherwise in accordance with the [Rentokil Initial Privacy Policy](https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx) which can be accessed at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

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### 13. COMPLIANCE WITH MODERN SLAVERY AND HUMAN TRAFFICKING LAWS

13.1 In performing its obligations under the agreement, the Seller shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the *Modern Slavery Act 2018*; and
- (b) not engage in any activity, practice or conduct that would constitute an offence under:
  - (i) the *Modern Slavery Act 2018*; or
  - (ii) Section 98D of the Crimes Act 1961 if such activity, practice or conduct were carried out in Fiji; and
- (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause.

13.2 The Seller represents and warrants that neither the Seller nor any of its officers, employees or agents has been convicted of any offence involving slavery and human trafficking.

13.3 The Seller agrees to provide to the Company, its auditors and any other representatives with such access to the Seller's premises during normal business hours, on reasonable notice, to the extent reasonably required for the purpose of reviewing its compliance under the Modern Slavery Act 2018.

13.4 The Seller:

- (a) grants the Company, its auditors and any other representatives an irrevocable licence to enter upon the Seller's premises where services are delivered to conduct the inspection or audit; and
- (b) will co-operate with the Company during any inspection or audit and will provide access to and copies of all records and other information required via whatever methods and means the Company requires.

13.5 The Seller must solely bear the cost associated with any action the Company takes with respect to its rights under this clause.

13.6 Any failure by the Seller to comply with this clause will entitle the Company to terminate the agreement on written notice.

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### 14. ASSIGNMENT

14.1 The Company may assign the Contract or any part of it to any person, firm or company.

14.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the PM.

### 15. VARIATIONS

15.1 The Company may vary these Conditions at any time provided that

- (a) it notifies the Seller in writing of such variation; and
- (b) any such variation shall not apply to an Order placed prior to notification of such variation to the Seller

### 16. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods it has ordered from the Seller (without liability to the Seller) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Seller shall be entitled to give notice in writing to the Company to terminate the Contract.

### 17. GENERAL

17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Company shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.

17.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Fijian law, and the parties submit to the exclusive jurisdiction of the Fijian Courts.

### 18. COMMUNICATIONS

18.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid express post or sent by fax or e-mail:

- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Seller by the Company; or
- (b) (in the case of the communications to the Seller) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Seller as notified by the Seller to the Company.

18.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid express post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax or e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

18.3 Communications addressed to the Company shall be marked for the attention of the Company Secretary.

### 19. ANTI-CORRUPTION

19.1 The Seller shall not, directly or indirectly have as a partner or owner, and shall not retain or employ to perform services on behalf of the Company under any Contract, any public or other government officials, political party officials, or candidates for public or political party office, or employees of the Company or its customers.

19.2 The Seller hereby warrants and represents that in performing any Contract, the Seller shall comply and cause its employees and representatives to comply with all applicable laws, rules, regulations and policies, and shall save the Company harmless against any legal claims resulting from the Seller's failure to do so.

19.3 The Seller acknowledges that the Company in dealing with the Seller places in material reliance on the following representations and warranties made by the Seller:

(i) neither receipt of any amount due and payable under any Contract, performance of the Services or supply of the Goods for which the said amounts are payable, nor the relationships created hereby or pursuant hereto, are in any respect in violation of the laws, rules, orders, policies or regulations of any country, and

(ii) in connection with the performance of such Services and/or the supply of such Goods, the Seller will not use any form of trade or communication or pay, either directly or indirectly, or offer to pay, promise to pay or authorize the payment of any money, gift, or other thing of value to any person who is an official, agent, employee or representative of any government or instrument thereof, to any political party or official thereof or to any candidate for political or political party office, to any employee, officer or director of the Company or any of its affiliates or its or their customers, or to any family members thereof, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing if value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee or representative, political party, political party official, or candidate, or person for the purpose of influencing any act or decision of any such official to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose

19.4 The Seller confirms that it has not, and agrees that in its performance under any Contract, it will not directly or indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to any applicable laws including the laws of Fiji, the UK (such as the Bribery Act 2010) or U.S (such as the Foreign Corrupt Practices Act).

19.5 The Seller agrees to comply with the highest ethical standards when providing any Goods and/or Services under any Contract. The Seller and its owners, officers, directors, employees and agents have read the Company's Supplier Code of Conduct (which can be found at <https://www.rentokil-initial.com/responsible-delivery/ri-supplier-code-of-conduct.aspx>) and will not engage in any act or omission in carrying out any of its responsibilities under any Contract that would violate the Company's Code of Ethics and/or Code of Conduct.

19.6 The Seller shall maintain accurate and transparent books and records in accordance with generally accepted accounting principles for all sales, transfers, transactions, marketing, promotions, demonstrations, explanations, or other activities related to the supply of Services and/or Goods to the Company.

19.7 Notwithstanding any other provision of these Conditions the Seller will notify the Company in writing if the Seller has or should have

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any reason to suspect that a breach of any of the representations and warranties in these Conditions has occurred or may occur.

19.8 The Company shall be entitled to cancel any order forthwith upon written notice to the Seller without any liability to the Seller in the event that the Company has any reason to believe that the Seller has breached any of the provisions of this Condition 19.

Signed: .....

For and on behalf of the Purchaser

Name (Printed): .....

Position: .....

Date: .....

Signed: .....

For and on behalf of the Supplier

Name (Printed) .....

Position: .....

Date: .....