

Parties:

Dudley Industries Limited (company number 00375137) having its registered office at Compass House, Manor Royal, Crawley, West Sussex. RH10 9PY ("**Supplier**"); and the customer named in the Order ("**Customer**").

1. INTERPRETATION

1.1 **Definitions.** In this Agreement, the following definitions shall apply:

Agreement: these conditions and any appendices or schedules attached to them.

Anti-Corruption Laws: the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and the OECD Convention on Bribery, in each case as may be amended from time to time, and any and all other applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any relevant territory.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Contract: a contract between the Supplier and the Customer for the sale and purchase of the Products in accordance with this Agreement and made when an Order is placed by the Customer with the Supplier for Products.

Force Majeure Event: has the meaning given in clause 11.

Interest Rate: 5% per annum above the Bank of England base rate from time to time.

Intellectual Property Rights: all (i) rights in patents, inventions, registered designs, copyrights and related rights, database rights, design rights, trademarks, service marks, trade names, business names, brand names, software, software source code, trade secrets, know how, get up, logos, domain names, applications and URLs; and (ii) rights having equivalent or similar effect or nature to the above items which now, or in the future, may subsist, in any jurisdiction.

Order: the Customer's order for the Products regardless of the form or medium used to communicate such the order. This includes, but is not limited to, orders sent by

purchase order, email or any other written or electronic means and **Ordered** shall have a corollary meaning. Each Order shall constitute a separate Contract.

Product(s): the products (or any part of them) set out in the Order.

Raw Materials: the raw materials or any components required for the manufacture of the Products.

Specification: any specification for the Products as set out in the Supplier's standard product list.

1.2 **Construction.** In this Agreement, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 This Agreement shall apply to each Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including any Customer terms and conditions submitted with an Order), or which are implied by trade, custom, practice or course of dealing.

2.2 Each Order shall constitute an offer by the Customer to purchase the Products in accordance with this Agreement. The Customer is responsible for ensuring that

the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

2.3 The Supplier's written acknowledgment and acceptance of an Order constitutes a Contract and is the entire agreement between the parties for the Order to which it relates. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4 A quotation for the Products given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 3 months from its date of issue.

3. PRODUCTS

3.1 The Products are described in the Specification.

3.2 To the extent that the Products are to be manufactured in accordance with a Specification approved by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

3.4 As between the Supplier and the Customer, all Intellectual Property Rights and all other rights in the Products and all related materials shall be owned by the Supplier.

3.5 The Customer acknowledges it does not and

shall not own any Intellectual Property Rights relating to the Products, including, without limitation, any patents and patent applications now or hereafter issued or filed in connection with the Products and any and all improvements to the Products developed or acquired during the term.

4. DELIVERY

4.1 The Supplier shall ensure that each delivery of Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable) and special storage instructions (if any).

4.2 The Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Products are ready. Delivery costs are at the Customers expense.

4.3 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location. Delivery documents must be signed by the Customer immediately upon receipt of the Products.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Products which is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or other instructions which are relevant to the Supplier of the Products.

4.5 The Customer shall not be entitled to reject the Products if the Supplier delivers up to and including 10% more or less than the quantity of Products ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Products was delivered.

4.6 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

5.1 The Supplier warrants that, dependent on the particular Product, the Products shall on dispatch, come with the following warranty periods (**warranty period**):

- (a) as advised by the Supplier in writing, including through email, or
- (b) as specified on the Supplier's official website at the time the order is placed; or
- (c) the warranty period provided by the Supplier's supplier.

5.2 the Products shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Products Act 1979).

5.3 If:

- (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1; and/or
- (b) the Supplier is given a reasonable opportunity of examining such Products; and/or
- (c) the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Suppliers cost,
the Supplier shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

5.4 The Supplier shall not be liable for

Products' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Products after giving notice in accordance with this clause 5.3;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Products without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions; or
- (f) the Products differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.6 This Agreement shall apply to any repaired or replacement Products supplied by the Supplier.

6. TITLE AND RISK

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

6.2 Title to the Products shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Products; and
- (b) any other Products or services that the Supplier has supplied to the Customer in respect of which payment has become due.

6.3 Until title to the Products has passed to

the Customer, the Customer shall:

- (a) hold the Products on a fiduciary basis as the Supplier's bailee;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) Notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
- (e) give the Supplier such information relating to the Products as the Supplier may require from time to time, but the Customer may resell the Products in the ordinary course of its business.

6.4 If before title to the Products passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Products or any of them have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7. PRICE AND PAYMENT

- 7.1 The price of the Products shall be the price set out in the Supplier's price list.
- 7.2 The price of the Products is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products.
- 7.3 The Supplier may invoice the Customer

for the Products on or at any time including after the completion of delivery.

- 7.4 The Customer shall pay the invoice in full and in cleared funds within 30 days. Payment shall be made to the bank account nominated in writing by the Supplier.
- 7.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part.
- 7.6 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
 - (a) charge interest on such sum from the due date for payment until payment is made at the Interest Rate and the Customer shall pay the interest immediately on demand; and
 - (b) if payment has still not been made despite written notice from the Supplier requesting payment within a further 14 days, suspend all work under the relevant Order until payment of all outstanding invoices under that Contract together with the interest due in accordance with clause 7.6(a) are paid in full.
- 7.7 Time for payment shall be of the essence of this Agreement and any Contract.

8 TERMINATION

- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries without incurring any liability to the Customer, and all outstanding sums in respect of Products delivered to the Customer shall become immediately due.

8.2 For the purposes of clause 8.1, the relevant events are:

- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
- (b) the Customer commits a material breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or
- (c) the Customer repeatedly breaches any of the terms of this Agreement or a Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement or the Contract; or
- (d) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (g) a creditor or encumbrancer of the Customer

attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- (h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (i) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (k) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.1(a) to clause 8.1(j) (inclusive);
- (l) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (j) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

9 LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 12 of the Sale of Products Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by the Supplier, its employees, agents or subcontractors shall not exceed the price of the Products supplied under that Contract.

9.3 The Customer must take all reasonable steps to mitigate any claims, demands, losses, damages and other liability which they suffer.

9.4 Any claim against the Supplier in relation to this Agreement or any Contract shall be deemed to have been waived unless such claim is brought within twelve (12) months after the Customer knew, or reasonably ought to have known, about such loss or damage.

10 FORCE MAJEURE

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether

involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11 DISPUTE RESOLUTION PROCEDURE

11.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it, except as expressly provided in this agreement, the parties shall follow the dispute resolution procedure set out in this clause:

- (a) either party shall give to the other written notice of the dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documentation. On serving of the Dispute Notice the authorised representatives shall attempt in good faith to resolve the dispute;
- (b) if the authorised representatives are for any reason unable to resolve the dispute within 30 days of serving of the Dispute Notice, the dispute shall be referred to senior managers who shall attempt in good faith to resolve it; and
- (c) if the Senior Managers are for any reason unable to resolve the dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance to the CEDR mediation procedure, unless otherwise agreed between the parties, the mediator shall be nominated by CEDR in accordance with its Mediation Procedure. To initiate the mediation, a party must first serve notice in writing (Request for Mediation) to the other party.

11.2 No party may commence any court proceedings in relation to any dispute arising out of this agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

12 GENERAL

12.1 Assignment and subcontracting.

- (a) Save where the Customer needs to subcontract its obligations under this Agreement or a Contract or where the Customer is required to assign this Agreement or the Contract to a member of its group, neither party may assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the other party.

12.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3 Severance.

- (a) If any court or competent authority finds that any provision of the Contract (or part

of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12.4 Waiver.

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

12.6 **Variation.** Except as set out in this Agreement, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

12.7 **Governing law and jurisdiction.** The 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12.8 **Data Protection.** Supplier shall process Customer personal data in accordance with applicable data protection legislation and its privacy notice located at: <https://www.rentokil-initial.com/site-services/cookie-and-privacy->

policy/privacy-policy.aspx.

12.9 Anti-Bribery And Anti-Corruption.

12.9.1 Each party shall:

- (a) comply with all Anti-Corruption Laws;
- (b) agree that in connection with its activities under this Agreement, neither party nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any person, including but not limited to government officials, in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of that person;
- (c) have and shall maintain in place throughout the term of this Agreement and any Contract its own policies and procedures to ensure compliance with all Anti-Corruption Laws and will enforce them where appropriate;
- (d) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of this Agreement or any Contract; and
- (e) 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.

12.9.2 Either party shall be entitled to terminate this Agreement and any Contract 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 this clause 12.

13. Modern Slavery and Human Trafficking

13.1 Each party shall:

- (a) comply with all anti-slavery and human trafficking laws, statutes, regulations and codes (including, but not limited to, the UK's Modern Slavery Act 2015), to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws");
- (b) represent that it does not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti-Slavery Laws;
- (c) have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will

implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties;

- (d) promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and
- (e) have the right to terminate the agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

14. Sanctions

14.1 Each party shall:

- (a) comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority");
- (b) represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority;
- (c) represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List");
- (d) represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions;
- (e) have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures;
- (f) promptly report to the other party in writing of any potential, suspected or actual breach of

this clause; and

- (g) have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.