

GENERAL TERMS AND CONDITIONS
QAF0112 ISSUE 2

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: the Dudley Industries Ltd company which places the Order

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.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK)

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.

GDPR: General Data Protection Regulation ((EU) 2016/679)

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 submitted 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 the Managing Director of the Company or the Chief Procurement Officer of Dudley Industries Ltd ("CPO") or his delegate.

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 that Order whatsoever.

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 AND/OR PERFORMANCE

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 Seller 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, quality, fitness for purpose and correspondence with sample implied into these Conditions by the Sale of Goods Act 1979.

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 Seller, 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

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

7. PRICE

7.1 The price for the Goods and/or Services shall be agreed by the Seller and the Company and shall be exclusive of any value added 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. Subject to Conditions 8.2 and 8.3, payment shall be made within 60 days of receipt of 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.

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. SELLER WARRANTIES

9.1 Where the Order is for or includes any Goods, the Seller warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall:

- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
- (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 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.

9.3 Subject to Condition 9.2, 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.

9.4 Where the Order is for, or includes any Services, the Seller warrants that the Services shall:-
(a) be performed
(i) by personnel with appropriate skill and training for the tasks they are to carry out; and
(ii) with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services; and
(b) conform with all descriptions and specifications provided by the Company to the Seller.

9.5 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. The Seller shall inform the Company immediately upon coming aware of any changes in such 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.

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) under section 2(3), Consumer Protection Act 1987; or
(c) for any matter which it would be illegal for that party to exclude or attempt to exclude its liability; or
(d) 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 £2,000,000; 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 £5 million per claim or series of related claims; and
(ii) Employer's Liability insurance with a minimum level of indemnity of £10 million per claim or series of related claims.

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. ASSIGNMENT

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

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

13. VARIATIONS

13.1 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.

14. FORCE MAJEURE

14.1 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.

15. GENERAL

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15.6 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 English law, and the parties submit to the exclusive jurisdiction of the English courts.

16. COMMUNICATIONS

16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class 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.

16.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class 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.

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

17. ANTI-CORRUPTION

17.1 The Seller warrants that

- (i) it has not and no party action on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of any Contract; and
- (ii) it shall comply with all applicable legislation relating to bribery and shall ensure that its employees and representatives shall not directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.

17.2 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 17.1.

18. BUSINESS ETHICS, ANTI-SLAVERY AND HUMAN TRAFFICKING

18.1 The Seller shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with 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 also with all environmental regulations, labour laws and best practice in the Seller's industry.

18.2 The Seller shall

(a) carefully review the Company's Supplier Code of Conduct; and

(b) ensure that the Company's Supplier Code of Conduct is publicised to all of the Seller's employees, directors and Sellers and that they all comply with the provisions of same.

18.3 In performing its obligations under this 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 2015; and

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

19. DATA PROTECTION AND DATA PROCESSING

19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19.2 Where both the Company and the Seller are a Data Controller (where Data Controller has the meaning as defined in the Data Protection Legislation), the terms set out in Annex A shall apply.

19.3 Where the Company is the Data Controller and the Seller is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data protection Legislation), the terms set out in Annex B shall apply.

19.4 At all times the Seller shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Seller of its obligations under any applicable Data Protection Legislation.

Annex A - Controller to Controller Data Protection terms

1 All emboldened terms within this Annex A shall be construed as defined in the Data Protection Legislation.

2 For the purposes of this Contract both parties agree that they are separate **Data Controllers** and that they each shall:

- (a) **Process Personal Data** relevant to this Contract only in their capacity as a **Data Controller**;
- (b) implement appropriate technical and organisational security measures in relation to the processing of the **Personal Data**, both appropriate to the risk and in accordance with the Data Protection Legislation;
- (c) on request, provide the other at its own expense with reasonable assistance, information and cooperation to ensure compliance with the respective obligations under Data Protection Legislation in relation to the relevant **Personal Data**; and
- (d) ensure that:
 - (i) all **Personal Data** collected or sourced by it or on its behalf for **Processing** in connection with this Contract, or which is otherwise provided or made available to the other party, shall comply with and have been obtained in compliance with the Data Protection Legislation;
 - (ii) all instructions given in respect of the relevant Personal Data shall be in accordance with the Data Protection Legislation;
 - (iii) the information referred to in GDPR Articles 13 and 14 shall be made available, using appropriate and clear language, to relevant Data Subjects in relation to the Processing by the relevant party;
 - (iv) in the event either party receives any complaint, notice or communication from a **Supervisory Authority** which relates directly or indirectly to the other party's: (i) Processing of the relevant Personal Data; or (ii) potential failure to comply with Data Protection Legislation, the receiving party shall to the extent permitted by law promptly forward the complaint, notice or communication to the other party;
 - (v) in the event a **Data Subject** makes a written request to a party to exercise their rights in relation to **Processing** which is carried out by the other party, the receiving party shall:

- forward the request to the other party promptly and in any event within three (3) working Days from the date on which it received the request; and

- provide reasonable co-operation and assistance to the other party to enable it to respond to the **Data Subject** and meet applicable timescales set out under Data Protection Legislation;

- (vi) if either party becomes aware of a **Personal Data Breach** involving **Personal Data Processed** under the Contract, it shall notify the other party without undue delay, and each party shall reasonably co-operate with the other in relation to any notifications to **Supervisory Authorities** or to **Data Subjects** required under Data Protection Legislation; (vii) where **Personal Data** may be transferred or otherwise **Processed** outside the EEA under the Contract, the party transferring the **Personal Data** or on whose behalf the Personal Data is being transferred shall:

- notify the other party prior to any such transfer or Processing; and warrant that such transfer is made in compliance with the Data Protection Legislation.