

GENERAL TERMS AND CONDITIONS

1. GENERAL OBLIGATIONS

1.1 Rentokil Initial (Barbados) Limited, trading as Rentokil Pest Control ("Rentokil") or Initial Hygiene services ("Initial") shall carry out the services and / or work ("Services") as specified in the attached Service Agreement ("SA") for and on behalf of the company, firm or individual identified as the customer in the SA ("Customer") and subject to these General Terms and Conditions. The SA and these General Terms and Conditions shall constitute the "Agreement".

1.2 The Customer shall:

(a) provide access for Rentokil Initial's representatives to carry out its Services at any reasonable time or as specified in the SA.

(b) provide all facilities at the premises that Rentokil Initial may reasonably require to carry out the Services.

(c) fully follow and comply with any recommendations made by Rentokil, its employees or agents particularly in relation to the maintenance of good levels of food and waste hygiene, building hygiene and proofing of building; If recommendations are not followed within a period of 1-month, free call-outs will cease until such time that the recommendations are followed. Any call-outs attended to during this period will be chargeable at our normal hourly rate.

(d) permit Rentokil Initial to make an additional charge at its normal hourly rate for any wasted journeys due to failure to observe appointments, delays in carrying out the work or cancellations as a result of the Customer's failure to allow access, or to provide proper instruction.

1.3 In consideration of payment of the charges by the Customer, Rentokil Initial shall at regular intervals carry out the minimum number of visits per annum specified in the SA. *Rentokil or Initial will do what is reasonable to obtain the Customer's signature to confirm that they have visited the Customer's premises, however where this is not possible Rentokil or Initial will mark the service record "no one available to sign". The Customer must tell us about any complaint it may have in connection with a service visit no later than 30 days after that visit otherwise Rentokil Initial will be entitled to assume that you are satisfied with what they have done during that visit.*

1.4 A person who is not a party to this Agreement has no right under the Contracts

2. DURATION AND TERMINATION

2.1 This Agreement shall commence on the date specified in the SA as the Start Date and shall continue for the minimum period specified in the SA ('the Minimum Period') and thereafter until terminated by either party in writing giving not less than 3 months' notice to the other, such notice to expire no earlier than the end of the Minimum Period or on any subsequent anniversary date thereafter, subject to this clause 2 and clause 3 and 7.

2.2 Rentokil Initial shall have the right without prejudice to any other right or action, to terminate this Agreement forthwith

2.2.1 if the Customer:

(a) fails to observe and perform any of the terms of this Agreement: or

(b) fails to correct any notified breach of this Agreement within a period of 7 days from the date of such notification: or

(c) is adjudged bankrupt: or

2.2.2 in the circumstances set out in clause 7

2.3 If the Customer purports to terminate this Agreement in whole or in part before expiry of the Minimum Period, or where Rentokil Initial terminates this Agreement during the Minimum Period pursuant to clause 2.2, the Customer shall, upon demand, pay to Rentokil Initial compensation calculated as follows:-Termination during year 1 of the Minimum Period - 80% of the aggregate charges payable by the Customer for the terminated Services until the first anniversary of the commencement date and 30% of the charges for the remainder of the Minimum Period; Termination during year 2 or any subsequent year of the Minimum Period - 30% the aggregate charges payable by the Customer for the terminated Services for the remainder of the Minimum Period.

2.4 Where the Customer terminates this Agreement on or after expiry of the Minimum Period in breach of clause 2.1 either by failing to serve any notice of termination or by serving less notice than is specified in clause

2.5 the Customer shall be liable to pay Rentokil Initial compensation which together with the payments actually received by Rentokil Initial during the period of notice given by the Customer (if any) are equal to

the charges the Customer would have paid to Rentokil Initial had it given the notice required by clause 2.1

2.6 If this agreement is for a Job and the Customer terminates it before that Job has been completed the Customer will pay us upon Rentokil or Initial's written request 100% of the charges for the work completed at the date the agreement is terminated plus any other irrecoverable costs we have incurred in relation to the Job e.g. hire costs for access equipment. However, in no circumstances shall you be liable to pay Rentokil or Initial any more than the charges the Customer would have paid had you not terminated this agreement.

3. PAYMENTS

3.1 The initial charges payable by the Customer for the Services are detailed in the SA however these may be adjusted in accordance with this clause 3.

3.2 Rentokil Initial shall be entitled to increase the charges at any time after the first anniversary of the Commencement Date by giving the Customer at least 28 days prior written notice of such increase if it is deemed that the standard visit frequency detailed in the SA is insufficient based on the risk profile of the premise (s). This will be determined by the total number of visits made during the previous 12-month period.

3.3 The charges are based on the number of items or services to be provided allowing also for set up costs, materials and equipment costs, service support and administration costs ("Service Costs"). If Rentokil Initial agrees to accept a reduction or cancellation of any part of the Services to be provided any variation to the charges shall take account of these Service Costs so that the charges may not be varied pro rata to the change in the Services.

3.4 If at any time during the period of this Agreement there is an increase in Rentokil Initial's operating costs as a result of:

(i) any change to or the introduction of any tax or levy imposed on Rentokil Initial by any government agency or other statutory or similar body or

(ii) any statutory increase to employment costs, then Rentokil Initial shall be entitled to increase the charges pro rata to such increase with effect from the expiry of 28 days' notice from Rentokil Initial to the Customer of the increase.

3.5 Payments will be due no later than 30 days after the invoice date, in line with the invoicing intervals specified in the SA, unless otherwise agreed in writing.

3.6 If any payment to be paid by the Customer to Rentokil Initial under this Agreement is unpaid for a period of 30 days after it has become due Rentokil Initial may at any time thereafter give the Customer 7 days' notice to terminate or suspend this Agreement and unless such overdue sum has

been paid before the expiration of such notice Rentokil Initial shall, without the need for giving of further notice, have the absolute right at any time thereafter to either suspend the provision of the Services until payment in full is received or to terminate this Agreement without prejudice to the liabilities of the Customer to Rentokil Initial.

3.7 Where in any Minimum Period Rentokil Initial has failed to complete the required minimum number of visits and provided the Customer has complied with its obligations under this agreement, including, in particular its obligations under clause 1.2, the Customer may be entitled to a credit calculated on a pro rata basis after appropriate deductions in respect of set up costs, materials and equipment costs, service support and administration costs and also taking into account the number of non-routine visits such as call out and follow up visits the Customer has received

4 EQUIPMENT OBLIGATIONS

"Rental Equipment" means that equipment identified as such in the SA.

"Replacement Value" means the full cost of replacing the item at the time the loss is sustained.

4.1 Rentokil Initial's Obligation

As part of the Services, Rentokil Initial will conduct any repairs necessary to keep the Rental Equipment in good working order provided that:

(a) the Customer is not in default of any of its obligations under this Agreement; and

(b) such repairs are not necessitated as a result of

(i) willful or careless damage, negligence, tampering or any unauthorized repairs by or on the part of the Customer, its employees, sub-contractors or agents; or

(ii) vandalism

4.2 The Customer shall

(a) not sell, part with possession of, pledge or otherwise dispose of any Rentokil Initial's Equipment. The Customer shall take no action inconsistent with Rentokil Initial's ownership of the Rental Equipment.

(b) insure the Rental Equipment in the joint names of Rentokil Initial and the Customer for its Replacement Value against all risk of loss or damage;

(c) insure against injury (including death) to any persons or for loss of or damage to property as a result of the Customer's default or negligence.

(d) immediately notify anyone claiming possession of the Rental Equipment that it belongs to Rentokil Initial.

(e) comply with all statutory and safety requirements relating to the use of the Rentokil Initial Equipment.

(f) notify Rentokil Initial immediately of any damage, destruction or loss to or of any Rental Equipment.

(g) not at any time permit any Rental Equipment to be removed, repaired or maintained other than by Rentokil Initial or its authorize representative.

(h) not remove any labels or signs indicating that the Rental Equipment belongs to Rentokil Initial.

4.3 Removal of Rented Equipment

The Customer will allow any person authorized by Rentokil Initial to enter any premises owned or occupied by the Customer at all reasonable times to inspect the Rental Equipment and to remove the Rental Equipment upon termination of this Agreement howsoever such termination shall arise.

If upon termination of this Agreement, Rentokil Initial is unable for any reason to recover the Rental Equipment (other than where solely due to the default of Rentokil Initial or its employees) the Customer will be liable for the Replacement Value of the Rental Equipment which has not been recovered, such charges being payable immediately upon invoice from Rentokil Initial. Rentokil Initial will exercise all reasonable care in removing the Rental Equipment from the Customer's premises but will not be responsible for restoring that part of the premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.

4.4 Rentokil Initial shall have the right to replace any item of Rental Equipment at any time at its sole discretion provided that the replacement item is of an equivalent or better standard than the Rental Equipment. Items which replace Rental Equipment shall, upon replacement, be subject to these terms and conditions.

5. OWNERSHIP AND RISK IN GOODS SOLD

5.1 Risk of damage to or loss of any goods sold to the Customer or any Rental Equipment ("Goods") shall pass to the Customer upon delivery.

5.2 Notwithstanding delivery and the passing of risk in any Goods, the property in the Goods shall not pass to the Customer until Rentokil Initial has received in cash or cleared funds payments in full of the price of the Goods and in respect of any other payment due to Rentokil Initial by the Customer.

5.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Rentokil Initial's fiduciary agent and bailee and keep the Goods separate from that of the Customer and third parties and properly store, protected and insured and identified as Rentokil Initial's property but the Customer shall be entitled to use the Goods in the ordinary course of its business.

5.4 Until such time as the property in the Goods passes to the Customer, and provided the Goods are still in existence, Rentokil Initial shall be entitled at any time to require the

Customer to deliver up the Goods to Rentokil Initial and if Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and dismantle and repossess the Goods.

6. LIABILITY – THE CUSTOMER'S ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE

6.1 Nothing in this Agreement affects the statutory rights of the Customer.

Subject thereto all representations, warranties, guarantees and conditions express or implied, statutory or otherwise are expressly excluded and Rentokil Initial does not accept liability for loss, damage, or injury howsoever arising save as specified in this clause below:

(a) personal injury or death which is a direct result of Rentokil Initial's negligence in the course of carrying out the Services; and

(b) fraud or fraudulent misrepresentation.

(c) any other act or omission which cannot be excluded or limited under any applicable law.

6.2 Other than as set out in paragraph 6.1, we only accept liability that arises as a result of our performance of the Services which is for:

(a) replacement or (at our option) repair of Goods or their components where these are defective or unsuitable for the purpose due to faulty workmanship, design or materials.

(b) physical damage to property which is the direct result of Rentokil Initial's negligence or fault and/or

(c) Rentokil or Initial's failure to provide the Services in accordance with these terms and conditions; or

(d) Rentokil or Initial's failure to use reasonable skill and care.

But Rentokil or Initial's total liability under paragraph 6.2 will not be more than the maximum of either the annual value of the agreement or Bds\$ \$100,000 for any one occurrence or series of occurrences arising from a similar cause; and (NB – Rentokil Initial will agree to an increase to this limit upon payment of an additional fee by the Customer to cover the cost of additional insurance);

6.3 The Customer shall not be entitled to make any claim against Rentokil Initial or its employees unless it gives Rentokil Initial written notice of the event giving rise to such claim, containing sufficient information for it to be identified and investigated by Rentokil Initial within 28 days of the date on which the Customer becomes or ought reasonably to have become aware of the occurrence of such event.

6.4 Rentokil Initial shall in no circumstances have any liability for any loss of profit (whether direct or indirect), use or business interruption or third party claims other indirect, economic or consequential loss or damage.

6.5 The Customer acknowledges that the charges the Customer pays for the Services Rentokil or Initial provides reflect the level of liability Rentokil or Initial have agreed to accept and that if Rentokil or Initial's liability was to be increased the charges may also have to increase.

7. FORCE MAJEUR

If Rentokil Initial is prevented or delayed in the performance of any of its obligations under this Agreement by circumstances beyond its reasonable control, then Rentokil Initial shall be excused from the performance or the punctual performance of its services. Should the force majeure situation proceed for more than 90 days, the agreement will terminate unless both parties agree otherwise in writing.

8. ASSIGNMENT

The Customer may not assign this Agreement without the prior written consent of Rentokil Initial.

9. HEALTH AND SAFETY

9.1 The Customer shall ensure that all advice and instructions given by Rentokil Initial to protect the health and safety of persons using the premises during and after the provision of the services are followed.

9.2 The Customer shall advise Rentokil Initial and its employees of any hazards they may encounter whilst working at the Customer's premises.

9.3 The Customer shall provide Rentokil Initial with full details of any item supplied which has become affected or contaminated with dangerous, toxic, adhesive or inflammable substances. Rentokil Initial reserves the right to refuse to provide Services to any such items.

9.4 Any pesticide used by Rentokil Initial in the Services is approved by the Ministry of Agriculture's Pesticides Control Board. Information on the pesticides used at the Customer's premises is available at request.

10. VARIATIONS

No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms) unless and until both parties have signed a Contract Variation Form.

11. NOTICES

11.1 Any notice to be given to the Customer under this Agreement shall be in writing and shall be sent by hand or by registered mail to the address appearing on the SA (or such other address as shall be notified in writing for the purpose of this clause).

11.2 Any notice to be given to Rentokil Initial under this Agreement shall be in writing and shall be sent by hand to Rentokil Initial (B'dos) Ltd., Chelston Avenue, Culloden Road, St. Michael, Barbados, BB14018.

11.3 Any notice given by mail, shall be deemed to have been given on the second day (excluding Fridays, Saturdays and statutory holidays) after dispatch.

12. SEVERANCE

If any term or provision in this Agreement is or shall become in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall not be affected or impaired thereby.

13. SET OFF

The Customer shall not be entitled to withhold payment of monies due under this Agreement by reason of any claim or counterclaim it may have or alleges to have against Rentokil Initial or otherwise which is not related to the Service.

14. DATA PROTECTION

The Customer agrees that Rentokil Initial may process the Customer's details for the following purposes: -

(i) to obtain a credit reference from a credit reference agency for you

(ii) to tracing agents to locate the Customer where the Customer has changed his address without notifying Rentokil Initial and has failed to pay any invoice by the due date; and

(iii) to other affiliated companies within the Rentokil Initial group

15. BRIBERY AND CORRUPTION

The parties and we both undertake that;

(i) neither of them nor any party acting on behalf of either of them has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this agreement; and **(ii)** both parties shall each comply with all applicable legislation relating to bribery and corruption in connection with this agreement including ensuring:

(a) in the case of the Customer that the Customer's employees and representatives shall not; and

(b) in Rentokil or Initial's case that Rentokil or Initial's employees and representatives shall not directly or indirectly offer, give, request or accept any undue financial or other advantage of any kind.

Any failure by either of the parties to comply with this paragraph shall entitle the other to terminate this agreement on notice

16. ENTIRE AGREEMENT

16.1 The Agreement comprises these General Terms and Conditions, the SA and any Specification provided by Rentokil Initial to the Customer and constitute the entire agreement between the Customer and Rentokil Initial.

16.2 The Customer shall not be entitled to rely on or seek to rely on any statement, warranty or representation made by or on behalf of Rentokil Initial to the extent that such representation is inconsistent with this Agreement nor any advice or recommendation given by or on behalf of Rentokil Initial as to the supply of the Services unless confirmed in writing by Rentokil Initial.

16.3 This agreement shall prevail over any inconsistent terms which may appear on the Customer's enquiry, order

or other documents received by Rentokil Initial from the Customer or which may be implied by law or trade, custom, practice or a course of dealing between the parties, all of which are hereby expressly excluded. All orders are accepted and executed on the understanding that the Customer is bound by these Conditions.

17. GOVERNING LAW AND JURISDICTION

The agreement will be governed by and be interpreted according to the law of Barbados and the parties agree to submit to the exclusive jurisdiction of the Barbadian courts.