

GENERAL TERMS AND CONDITIONS

1. GENERAL OBLIGATIONS

- 1.1. Rentokil Initial (Trinidad) Limited t/a Rentokil Pest Control and its employees, subcontractors, agents and representatives ("Rentokil"), shall carry out the services and/or work ("Services") as specified in the attached Customer Service Agreement ("CSA") for and on behalf of the company, firm or individual identified as the customer in the CSA ("Customer") and subject to these General Terms and Conditions. The CSA and these General Terms and Conditions shall constitute the "Agreement". Rentokil and the Customer shall hereinafter be referred to individually as the "Party" and together as the "Parties" as the context may require.
- 1.2. The Customer shall:
 - a) provide access for Rentokil to carry out the Services at any reasonable time or as specified in the CSA;
 - b) provide all facilities at the premises that Rentokil may reasonably require to carry out the Services;
 - c) fully follow and comply with any recommendations that may be made by Rentokil's employees, particularly in relation to maintenance of good levels of food and waste hygiene, building hygiene and proofing of building;
 - d) pay Rentokil an additional charge at its normal hourly rate (which is set out in the CSA) for any wasted journeys due to failure to observe an appointment, delays in carrying out the work or cancellations as a result of the Customer's failure to allow access, or provide proper instructions; and
 - e) pay Rentokil at its normal hourly rate for any visits or call-outs which are required because the Customer has failed to implement any recommendations Rentokil has made.
- 1.3. Provided the Customer pays Rentokil's charges Rentokil will visit your premises as often as stated in the CSA. Rentokil will do what is reasonable to obtain an authorized signature of the Customer to confirm that Rentokil has visited your premises, however, where this is not possible, Rentokil will mark the service record as "no one available to sign." The Customer must tell Rentokil about any complaint they may have in connection with a service visit no later than thirty (30) days after that visit otherwise it will be entitled to assume that the Customer is satisfied with the Services provided during that visit.
- 1.4. Unless a third party is specifically identified as having any entitlement under this Agreement, nobody apart from the Parties shall have any rights under it.
- 1.5. Rentokil will provide the Services in conformance with this Agreement and with reasonable skill and care.

2. CONTACTING US

The Customer may contact Rentokil by telephoning our Customer Service Centre on 868-612-0047; writing to Rentokil Initial (Trinidad) Limited at Field No. 82 KK-LL Aranguez South, Aranguez, Trinidad W.I. or emailing sales-tt@rentokil-initial.com or by notice or communication given to Rentokil should be in accordance with clause 12.

3. DURATION AND TERMINATION

- 3.1 This Agreement shall begin on the date the Customer signs the CSA (the "Commencement Date"). If Rentokil is only carrying out a specific task for the Customer (a "Job") this Agreement shall end once that Job has been completed and Rentokil has been paid. However, if Rentokil is performing regular periodic service visits ("Periodic Services") then unless otherwise stated, this Agreement shall continue for a minimum period of one (1) year (the "Minimum Period") starting on the Commencement Date.
- 3.2 After the Minimum Period, the Agreement will continue on an annual basis unless terminated: at any time by either Party for one of the reasons set out in clauses 3.3, 3.4, 3.5 or paragraph 8 below; or at the end of the Minimum Period or any anniversary of that date where either Party (as applicable) has given the other Party at least three (3) months' written notice of termination.
- 3.3 Rentokil shall have the right without prejudice to any other right or action, to immediately terminate this Agreement if the Customer:
 - (a) fails to observe and perform any of the terms of this Agreement (other than as to payment when the provisions of clause 3.4 shall apply); or
 - (b) fails to correct any notified breach of this Agreement within a period of seven (7) days from the date of such notification; or
 - (c) convenes a meeting of its creditors or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors; or
 - (d) is unable to pay its debts or is declared bankrupt or where the Customer is a Company becomes insolvent within the meaning of the Bankruptcy and Insolvency Act 2006; or
 - (e) is a Company, has a trustee, receiver, administrative receiver or similar officer appointed in respect of all or any part of its business or assets; or has a petition presented or a meeting convened for the purpose of considering a resolution or other steps are taken for the winding up of the Company or for the making of an administration order of the Company (otherwise than for the purpose of an amalgamation or reconstruction).
- 3.4 Rentokil may terminate for non-payment of its charges in the circumstances set out in clause 4.9.
- 3.5 The Customer may terminate this Agreement for one of the following reasons:
 - (a) there is a risk that Rentokil's performance of the Services will be significantly delayed because of events outside of its control;
 - (b) Rentokil has told the Customer about an error in the charges, or the description of the Services and the Customer does not wish to proceed; or
 - (c) Rentokil has been unable to perform the Services by a specific date the Customer stated in writing before Rentokil commenced the Services unless the delay is due to something the Customer has done or failed to do.
- 3.6 The Customer shall have the right without prejudice to any other right or action, to terminate this Agreement if Rentokil commits any material breach of any term of this Agreement, and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy same.
- 3.7 Where the Customer terminates this Agreement before the end of the Minimum Period and the Customer did not have any right to terminate early, the Customer shall pay Rentokil compensation for not complying with this Agreement. The Customer agrees that this compensation will be calculated as follows:
 - (a) Where the Customer during the Minimum Period: 80% of the aggregate charges due until the end of the Minimum Period.
 - (b) Where the Customer terminates at any time after the end of the Minimum Period: 30% of the aggregate charges they would have paid Rentokil until the time when they would have been entitled to terminate this Agreement.

- 3.8 Where Rentokil terminates this Agreement because the Customer has not complied with its obligations or because the Customer has not paid Rentokil for the Services they have provided to the Customer, Rentokil shall be entitled to invoice the Customer for compensation in respect of the date from which Rentokil terminates this Agreement to the date upon which the Customer could have terminated this Agreement by giving notice. This compensation shall be calculated on the same basis as is set out in clause 3.7.
- 3.9 If this Agreement is for a Job and the Customer terminates it before that Job has been completed the Customer will pay Rentokil, upon its written request, 100% of the charges for the work completed at the date the Agreement is terminated plus any other irrecoverable costs Rentokil has incurred in relation to the Job e.g. hire costs for access equipment. However, under no circumstances should the Customer be liable to pay Rentokil any more than the charges the Customer would have paid had they not terminated this Agreement.

4 PAYMENTS

- 4.1 The total charges (which includes VAT) for the Services are set out in the CSA. However, Rentokil may also claim additional charges from the Customer for the reasons set out in clauses 1.2(d) and (e).
- 4.2 Rentokil shall be entitled to increase the charges on twenty-eight (28) days prior written notice to the Customer at any time after the end of the first anniversary of the Commencement Date, provided Rentokil does not increase the charges more than once in any year under this clause.
- 4.3 If at any time during the period of this Agreement there is an increase in Rentokil's operating costs as a result of: (i) increases to the cost of fuel, utilities, capital equipment and any other materials, (ii) any change to or the introduction of any tax or levy imposed on Rentokil by any government agency or other statutory or similar body (other than any tax on Rentokil's profits), or (iii) any statutory increase to employment costs, then Rentokil shall be entitled to increase the charges pro rata to such increase with effect from the expiry of ten (10) days' notice from Rentokil to the Customer of the increase.
- 4.4 If the rate of VAT changes between the Customer's order date and the date Rentokil provides these Services, Rentokil will adjust the rate of VAT that the Customer pays, unless the Customer has already paid for the Services in full before the change in VAT takes effect.
- 4.5 Rentokil's charges are based on the Services they agree to provide to the Customer and also take into account their initial setup costs, the cost of materials and equipment, the support and training Rentokil provides to its technicians and its administration costs. This means that where Rentokil agrees with the Customer to reduce the Services or to cancel a particular Service Rentokil provides to you, the reduction to its charges may not be pro rata to the reduction in or cancellation of its Services.
- 4.6 Where Rentokil have failed to provide the Services at the frequency set out in the quotation and provided the Customer has complied with your obligations under this Agreement, including, in particular their 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 Rentokil has made to the Customer's premises.
- 4.7 Payment terms are in advance in respect of the Minimum Period with payment being due as soon as the Customer places the order. Rentokil will invoice the Customer on or before the end of each Minimum Period for the payment due for the next Minimum Period and the Customer must pay their invoice by the due date shown on the invoice. Any change to payment frequency or timing must be agreed with Rentokil in writing. Where Rentokil performs a Job, Rentokil shall invoice the Customer on completion and the Customer shall pay Rentokil before the due date shown on the invoice.
- 4.8 The standard method of payment is by direct debit. If the Services are being provided in connection with a business, Rentokil reserves the right to charge an administration fee of 10% of the invoice amount per payment if the Customer does not pay their invoices by direct debit.
- 4.9 If the Customer is late in making any payment to Rentokil, they may write to the Customer giving them a further seven (7) days to pay and informing the Customer that if they do not pay, they risk termination or suspension of the Services at Rentokil's discretion. If the Customer does not pay what they owe before those seven (7) days run out, then Rentokil shall be entitled to terminate this Agreement or suspend the Services without being obliged to write to the Customer again. Where Rentokil decides to suspend the Services, Rentokil shall not be obliged to recommence them until the Customer has paid in full what is owed.
- 4.10 Where despite any reminder Rentokil may have given the Customer, they still do not pay what they owe and Rentokil has to engage the services of a debt collection agency or solicitors to recover the debt, Rentokil shall be entitled to charge the Customer an administration fee of TTD\$150 which will be added to any legal fees for which the Customer will become liable.
- 4.11 If payment of any invoice is not made by the due date Rentokil shall also be entitled to recover from the Customer interest on the overdue amount at a rate that is 3 percent higher than the Citibank plc lending rate applicable from time to time. Interest will be calculated daily from the due date for payment until payment is made whether before or after any court judgment.
- 4.12 Payment of invoices shall not be conditional on purchase order numbers or similar having been allocated or provided.

5 EQUIPMENT OBLIGATIONS

"*Rental Equipment*" means any equipment that is identified as such in the CSA but does not include any goods Rentokil may sell to the Customer.

"*Replacement Value*" means the full cost of replacing any item of Rental Equipment at the time it is lost or damaged.

- 5.1 As part of the Services, Rentokil will repair any Rental Equipment so that it is kept in good working order provided that:
- (a) the Customer has complied with all of their obligations under this Agreement, including, prompt payment of its invoices; and
 - (b) the repairs are not necessitated as a result of:
 - (i) willful or careless damage, negligence, mishandling, tampering or any unauthorized repairs by the Customer or on their behalf; or
 - (ii) vandalism.
 - (iii)
- 5.2 The Customer shall:
- (a) Be responsible for any damage to or loss of any Rental Equipment. This shall not apply to damage that Rentokil is obliged to repair as set out in clause 5.1 above;
 - (b) not sell, part with possession of, pledge or otherwise dispose of any Rental Equipment. The Customer shall take no action inconsistent with Rentokil's ownership of the Rental Equipment and the Customer acknowledges that Rentokil owns the Rental Equipment;
 - (c) insure the Rental Equipment for its Replacement Value against all risk of loss or damage (other than damage occurring during its normal

operation and/or use);

- (d) insure against injury (including death) to any persons or for loss of or damage to property as a result of the any misuse of the Rental Equipment or your negligence;
- (e) immediately notify anyone claiming possession of the Rental Equipment that it belongs to Rentokil;
- (f) comply with all statutory and safety requirements relating to the use of the Rental Equipment including carrying out any statutory electrical testing of the Equipment;
- (g) notify Rentokil immediately of any damage, destruction or loss to or of any Rental Equipment;
- (h) not at any time permit any Rental Equipment to be removed, repaired or maintained other than by Rentokil or its authorized representative; and
- (i) not remove any labels or signs indicating that the Rental Equipment belongs to Rentokil.

5.3 *Removal of Rental Equipment*

The Customer will allow Rentokil at any reasonable time to enter any premises where the Rental Equipment is sited so that Rentokil may inspect it. The Customer will also allow Rentokil access to any premises on termination of this Agreement where this is necessary for the removal of the Rental Equipment no matter the reason for termination. If upon the termination of this Agreement, Rentokil is unable for any reason to recover the Rental Equipment (unless this is due to its fault) the Customer will pay Rentokil, upon receipt of its invoice, the Replacement Value of the Rental Equipment which has not been recovered. While Rentokil will exercise reasonable care when removing Rental Equipment from the Customer's premises Rentokil does not accept any responsibility for restoring that part of the premises (including any services such as electrical supply) where the Rental Equipment was installed to its original state.

- 5.4 Rentokil shall be entitled to replace any Rental Equipment at any time when it believes it is appropriate to do so. Any replacement Rental Equipment shall be of at least an equivalent standard to that which Rentokil has removed. Items which replace Rental Equipment shall, upon replacement, be subject to these General Terms and Conditions.

6 OWNERSHIP AND RISK IN GOODS SOLD

- 6.1 The 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.
- 6.2 Notwithstanding delivery and the passing of risk in any Goods, the property in the Goods shall not pass to the Customer until Rentokil 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 by the Customer.
- 6.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Rentokil's fiduciary agent and bailee and keep the Goods separate from that of the Customer and third parties and properly stored, protected and insured and identified as Rentokil's property but the Customer shall be entitled to use the Goods in the ordinary course of its business.
- 6.4 Until such time as the property in the Goods passes to the Customer, and provided the Goods are still in existence, Rentokil shall be entitled at any time to require the Customer to deliver up the Goods to Rentokil, and if the 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.

7 LIABILITY- PAY ATTENTION TO THIS CLAUSE

- 7.1 Nothing in this Agreement affects the statutory rights of the Customer.
- 7.2 Rentokil does not in any way exclude or limit its liability for:
 - (a) personal injury or death which is a direct result of its negligence in the course of carrying out the Services;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other act, omission or conduct which cannot be excluded or limited under any applicable law.
- 7.3 Subject thereto, all representations, warranties, guarantees and conditions express, implied, statutory or otherwise are expressly excluded and Rentokil only accepts liability that arises as a result of its performance of the Services, and which is for:
 - (a) replacement or (at Rentokil's option) repair of Goods or their components where these are defective or unsuitable for the purpose due to faulty workmanship, design or materials; or
 - (b) physical damage to property which is the direct result of Rentokil's negligence or breach of contract in carrying out the Services for any one occurrence or series of occurrences arising from a similar cause; or
 - (c) Rentokil's failure to provide the Services in accordance with these General Terms and Conditions; or
 - (d) Rentokil's failure to use reasonable skill and care; -but Rentokil's total liability under clause 7.3 will not be more than TTDS 100,000 in the aggregate.
- 7.4 In addition to clause 7.3, Rentokil shall not in any circumstances be liable to compensate the Customer for any:
 - (a) loss, damage or expense caused by or arising in connection with any insects, rodents or birds or any other pest in respect of which Rentokil provided the Services to the Customer; or
 - (b) loss of profit, whether direct or indirect; delay; loss of use or business interruption; third-party claims; consequential loss; losses that we could not reasonably be expected to have anticipated; or economic or financial loss or damage, whether direct or indirect, regardless of whether such loss is because of Rentokil's negligence or its breach of contract.
- 7.5 If the Customer wants to make a claim against Rentokil, they must do so in writing to them within twenty-eight (28) days of first becoming aware of the circumstances which give rise to the potential claim. This is to enable Rentokil to rectify any deficiency in the Services they have provided where this is possible. The Customer must provide Rentokil with sufficient details of the circumstances so that they may investigate it. If the Customer does not notify Rentokil of a claim within this 28-day period, then the Customer shall be deemed to have waived whatever rights they may have had in relation to such cause of action including all legal and equitable remedies and Rentokil shall not be liable for any loss or damage the Customer may suffer in connection with it.
- 7.6 Except with respect to fraud, theft, willful misconduct and willful act claims, any claim against Rentokil pursuant to clause 7 must be made in writing within a period of one (1) year from the termination of this Agreement, or within such shorter period as may be prescribed by the applicable statute of limitations.
- 7.7 If the Customer becomes aware of any claim as to which clause 7 applies, the Customer shall utilize reasonable efforts, consistent with normal practices and policies and good commercial practice, to mitigate any losses arising out of said claim.

- 8 FORCE MAJEURE**
- 8.1 No Party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to another Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure. For the purpose of this clause "Force Majeure" means, in relation to any Party, circumstances beyond the reasonable control of that Party including, without limitation, acts of God, acts of any governmental authority, war or national emergency, riots, civil commotion, fire, explosion, flood. The inability of any Party to secure funds, arrange bank loans or other financing, or obtain credit shall not be regarded as a Force Majeure.
- 8.2 Where a Party's performance of its obligation under this Agreement is affected by Force Majeure:
- (a) that Party shall give written notice to the other Party, specifying the nature and extent of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure;
 - (b) the date of performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and
 - (c) it shall not be entitled to payment from the other Party in respect of extra costs and expenses incurred by virtue of the Force Majeure event.
- 8.3 If the Force Majeure in question prevails for a continuous period in excess of thirty (30) consecutive days after the date on which the Force Majeure began, the Parties will attempt to develop a mutually satisfactory solution, failing which any Party may terminate this Agreement with immediate effect on giving written notice to the other Party and none will be liable to the others for such termination.
- 9 ASSIGNMENT**
- The Customer may not assign this Agreement without the prior written consent of Rentokil. Rentokil may assign the benefit and the burden of this Agreement to another company in the same group of companies as itself.
- 10 HEALTH AND SAFETY**
- 10.1 The Customer shall ensure that all advice and instructions Rentokil gives you for the protection of the health and safety of anybody on your premises are followed.
- 10.2 The Customer must inform Rentokil of any hazards that they may encounter whilst working at their premises.
- 10.3 The Customer shall provide Rentokil with full details where any item they have supplied to the Customer has become affected or contaminated with dangerous, toxic, adhesive or inflammable substances. Rentokil reserves the right to refuse to provide Services to any such items.
- 10.4 Any pesticide Rentokil uses to provide the Services to you is approved under the Pesticide and Toxic Chemicals Inspectorate in accordance with the legal framework outlined in the Pesticides and Toxic Chemicals Act, No. 42 of 1979 (Amended- Act No. 11 of 1986, 6 of 1993, 7 of 2005) and its Regulations. Information on the pesticides Rentokil uses at the Customer's premises is available at request from the [Customer Service Centre] at the address set out in clause 12.
- 11 VARIATIONS**
- No variation, extension, exclusion or cancellation of this Agreement shall be binding (unless terminated in accordance with these terms) unless agreed in writing by the Parties.
- 12 NOTICES**
- 12.1 Any notice to be given under this Agreement shall be in writing. Rentokil shall write to the Customer at their email address or by first-class mail to the address appearing overleaf, in the CSA, or to such other address as the Customer may tell Rentokil in writing from time to time.
- 12.2 Where the Customer wants to write to Rentokil for any reason (including where the Customer has any complaint about the Services provided to them, the Customer should email Rentokil at sales-tt@rentokil-initial.com or send any letter or notice by hand or by first-class mail to Customer Service Centre at Field No. 82 KK-LL Aranguez South, Aranguez, Trinidad W.I. Any legal proceedings should be sent to the Company Secretary, Rentokil Initial (Trinidad) Limited at our registered address, Field No. 82 KK-LL Aranguez South, Aranguez, Trinidad W.I.
- 12.3 If the Customer has any complaint, they should email Rentokil or write to the address in clause 12.2 above and mark their letter for the attention of the Customer Services Manager.
- 12.4 Where a letter or notice is sent by first-class post it will be assumed to have arrived at the address to which it is sent on the second working day after it was posted.
- 13 SEVERANCE**
- If any term or provision in this Agreement is or shall become in whole or in part illegal, invalid or unenforceable, this shall not affect the remainder of the Agreement.
- 14 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 or otherwise which is not related to the Service.
- 15 DATA PROTECTION AND CONFIDENTIALITY**
- 15.1 The Customer agrees that Rentokil may disclose the Customer's details as follows:
- (a) to a credit reference agency in order to obtain a credit reference on the Customer;
 - (b) to tracing agents to locate the Customer where the Customer has changed his address without notifying Rentokil and has failed to pay any invoice by the due date;
 - (c) to other companies within the Rentokil Initial group to contact you about services they provide that may be of interest to you; and
 - (d) as may be necessary for the proper performance of the Services e.g., to any subcontractors.
- 15.2 Other than for the reasons stated in clause 15.1 above, Rentokil agrees that any information received by or provided to them in relation to the Customer or pursuant to this Agreement shall be treated in full confidence and will not be revealed or distributed to any other person, firm or organization except where disclosure of such information is necessary for the performance of Rentokil's obligations under this Agreement; is already known to the public; or done with the prior approval of the Customer.

16 INTELLECTUAL PROPERTY

All information and intellectual property rights related to the Rentokil's products and services, technologies, know-how, personnel, sub-contractors, distributors, sales and/or marketing are and will remain the exclusive property of Rentokil and the Customer receives no rights or license thereto.

17 SETTLEMENT OF DISPUTES

- 17.1 The Parties shall strive to resolve on an amicable basis any dispute, controversy, difference or claim arising out of, or in connection with, the validity, interpretation or implementation of this Agreement.
- 17.2 If the Parties are unable to resolve the dispute, controversy, difference or claim through negotiation, they shall attempt in good faith to do so through a mutually acceptable Alternative Dispute Resolution ("ADR") procedure before the commencement of legal proceedings.
- 17.3 If the Parties fail or refuse to agree to or to participate in the ADR procedure pursuant to clauses 17.1 and 17.2 above or if, in any event, the dispute is not resolved to their mutual satisfaction within thirty (30) days after it has arisen, then the Parties shall be at liberty to pursue such legal rights or remedies as any of them may deem fit, subject to clause 20.
- 17.4 In the event Parties agree to engage in an ADR procedure, every Party involved in the ADR procedure shall keep confidential all information arriving out of or in connection with the procedure. In particular, the Parties acknowledge that under Part 3 of the Mediation Act, discussions in mediation proceedings and all documents disclosed or generated for the purpose of effecting a settlement of disputes are confidential and privileged and shall not be admissible in any legal proceedings, save that a report can be made to the court as to whether or not the mediation resulted in an agreement.

18 BRIBERY AND CORRUPTION

The Parties 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 advantages of any kind in any way connected with the entering of this Agreement; and (ii) the Parties shall each comply with all applicable legislation relating to bribery and corruption in connection with this Agreement including ensuring that their employees and representatives shall not directly or indirectly offer, give, request or accept any undue financial or other advantages of any kind. Any failure by either Party to comply with this clause shall entitle the other Party to terminate this Agreement on notice.

19 ENTIRE AGREEMENT

- 19.1 This Agreement comprises these General Terms and Conditions, the CSA and any Specification provided by Rentokil to the Customer and constitutes the entire agreement between the Customer and Rentokil.
- 19.2 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 to the extent that such representation is inconsistent with this Agreement nor any advice or recommendation given by or on behalf of Rentokil as to the supply of the Services unless confirmed in writing by Rentokil.
- 19.3 This Agreement shall prevail over any inconsistent terms which may appear on the Customer's enquiry, order or other documents received by them from Rentokil 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 General Terms and Conditions.

20 GOVERNING LAW AND JURISDICTION

The Agreement will be governed by and be interpreted according to the laws of Trinidad and Tobago and the Parties agree to submit to the exclusive jurisdiction of the courts of Trinidad and Tobago Any notice or communication given by the Parties should be in accordance with clause 12.