

Rentokil Initial (Pty) Ltd - Terms and Conditions

GENERAL TERMS AND CONDITIONS OF TRADE

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 Rentokil Initial company who purchases the Goods and/or Services from the Supplier.

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 Supplier and incorporating these Conditions.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal information and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in South Africa including the Protection of Personal Information Act 4 of 2013 or any successor legislation.

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

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

Order: any written order, or any order placed electronically for the Goods placed by the Company with the Supplier 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.

Supplier: 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 Supplier 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 Supplier'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 Finance Director

2.3 An acknowledgement or acceptance of Order must be in writing and shall be deemed to be an offer by the Supplier 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 Products or performance of the Services amend or cancel

an Order by written notice to the Supplier. If the Company amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier 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 Supplier's failure to comply with its obligations under these conditions the Customer shall have no liability to the Supplier in respect of it.

3. DESCRIPTION

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

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

4. DELIVERY

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

4.2 The Supplier 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 this agreement and/or the Contract with immediate effect;
- (c) obtain substitute products and or services from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Company in obtaining such substitute products and/or services (c) claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the delivery date, provided that the Supplier 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 this Agreement.

4.4 It is agreed that time is of the essence in this Agreement.

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 the terms of this Agreement, 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 Supplier to repair or replace the rejected Goods or re-perform the defaulting Services at the Supplier's risk and expense in such time frame as the Company may stipulate; or
- (b) require the Supplier to repay the price of the rejected Goods and/or Services in full (whether or not the Company

has previously required the Supplier 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 Supplier's delivery of Goods and/or

performance of the Services that are not in conformity with the terms of the Order and/or this Agreement.

5.3 The terms of this agreement shall apply to any repaired or replacement Goods and/or re-performed Services

supplied by the Supplier.

5.4 If the Supplier fails to promptly repair or replace rejected Goods and/or re-perform the defaulting Services in accordance with clause 5.2(a), the Company may, without affecting its rights under clause 5.2 (c) obtain substitute products and/or services from a third party supplier, or have the rejected Goods repaired by a third

party, and the Supplier shall reimburse the Company for the costs it incurs in doing so.

6. RISK/TITLE

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

7. PRICE

7.1 The price for the Goods and/or Services shall be agreed by the Supplier and the Company and shall be exclusive

of any value added tax and all costs but inclusive of all costs in relation to Packaging, loading, unloading, carriage and insurance.

8. PAYMENT

8.1 The Supplier shall invoice the Company upon delivery of the Goods or following completion of the Services. Payment shall be made within 30 days of receipt of statement 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 Supplier in

writing within 10 working days. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. The Supplier'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. QUALITY

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

- (a) be of satisfactory quality
- (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 Supplier at the time the Order was placed.

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

- (a) the Supplier will perform and procure the performance of its obligations under these conditions and any Order in

compliance with all applicable statutory provisions;

- (b) it has, and will continue to hold, all consents and regulatory approvals necessary to provide the Services;
- (c) it shall discharge its obligations under these conditions using personnel of required skill, experience and qualifications and with all due skill, care and diligence and to a standard it is reasonable to expect of a skilled and competent provider of services similar to the Services.

9.3 The Supplier shall not be liable for a breach of any of the warranties in conditions 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 Supplier'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 Supplier.

9.4 Subject to condition 9.3, if any of the Goods do not conform with any of the warranties in condition 9.1 the

Supplier 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 Supplier so requests, the Company shall, at the Supplier's expense, return the Goods or the part of such Goods which is defective to the Supplier.

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 delictual 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 61(4), Consumer Protection Act, 68 of 2008; 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.

11. ASSIGNMENT

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

11.2 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Managing Director or Finance Director

12. VARIATIONS

12.1 The Company may vary these conditions at any time provided that

- (a) it notifies the Supplier 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 Supplier

13. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods it has ordered from the Supplier (without liability to the Supplier) 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 Supplier shall be entitled to give notice in writing to the Company to terminate the Contract.

14. GENERAL

14.1 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.

14.2 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.

14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be

14.4 construed as a waiver of any of its rights under the Contract.

14.5 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. 14.6 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 South African law, and the parties submit to the exclusive jurisdiction of the

South

African courts.

15. COMMUNICATIONS

15.1 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 Supplier by the Company; or

(b) (in the case of the communications to the Supplier) to the registered office of the addressee (if it is a company)

or (in any other case) to any address of the Supplier as notified by the Supplier to the Company.

15.2 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.

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

16. ANTI-CORRUPTION

16.1 The Supplier shall not, directly or indirectly have as a partner or owner, and shall not retain or employ to perform

services on behalf of the Company under any Contract, any public or other government officials, political party officials, or candidates for public or political party office, or employees of the Company or its customers.

16.2 The Supplier hereby warrants and represents that in performing any Contract, the Supplier shall comply and

cause its employees and representatives to comply with all applicable laws, rules, regulations and policies, and

shall save the Company harmless against any legal claims resulting from the Supplier's failure to do so.

16.3 The Supplier acknowledges that the Company in dealing with the Supplier places in material reliance on the

following representations and warranties made by the Supplier:

(i) Neither receipt of any amount due and payable under any Contract, performance of the Services or supply of the Goods for which the said amounts are payable, nor the relationships created hereby or pursuant hereto,

are in any respect in violation of the laws, rules, orders, policies or regulations of any country, and

(ii) in connection with the performance of such Services and/or the supply of such Goods, the Supplier will not use

any form of trade or communication or pay, either directly or indirectly, or offer to pay, promise to pay or authorize the payment of any money, gift, or other thing of value to any person who is an official, agent, employee or representative of any government or instrument thereof, to any political party or official

thereof or to

any candidate for political or political party office, to any employee, officer or director of the Company or any of

its affiliates or its or their customers, or to any family members thereof, or to any other person while knowing or

having reason to believe that all or any portion of such money, gift or thing if value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee or representative, political party, political party official, or candidate, or person for the purpose of influencing any act or decision of any such official to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose

16.4 The Supplier confirms that it has not, and agrees that in its performance under any Contract, it will not directly or

indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to any applicable laws including the laws of the Republic of South Africa (such as the Prevention and Combating of Corrupt Activities Act, 12 of 2004).

16.5 The Supplier agrees to comply with the highest ethical standards when providing any Goods and/or Services

under any Contract. The Supplier and its owners, officers, directors, employees and agents have read the

Company's Code of Ethics and Code of Conduct and will not engage in any act or omission in carrying out any

of its responsibilities under any Contract that would violate the Company's Code of Ethics and/or Code of Conduct.

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

16.7 Notwithstanding any other provision of these terms and conditions the Supplier will notify the Company in

writing

if the Supplier has or should have any reason to suspect that a breach of any of the representations and warranties in this agreement has occurred or may occur.

16.8 The Company shall be entitled to cancel any order forthwith upon written notice to the Supplier without any

liability to the Supplier in the event that the Company has any reason to believe that the Supplier has breached

any of the provisions of this clause 16.

17. BUSINESS ETHICS, ANTI-SLAVERY AND HUMAN TRAFFICKING

17.1 The Supplier 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 Supplier's industry.

17.2 The Supplier shall:

- (a) carefully review the Company's Supplier Code of Conduct; and
- (b) ensure that the Company's Supplier Code of Conduct is publicized to all the Supplier's employees, directors, and Suppliers and that they all comply with the provisions of same.

17.3 In performing its obligations under this agreement, the Supplier 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 UK 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 UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

18. DATA PROTECTION AND DATA PROCESSING

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove, or replace, a party's obligations under the Data Protection Legislation.

18.2 Where both the Company and the Supplier are a Responsible Party (where Responsible Party has the meaning as defined in the Data Protection Legislation), the terms set out in Annex A shall apply.

18.3 Where the Company is the Responsible Party and the Supplier is the Operator (where Responsible Party and Operator have the meanings as defined in the Data Protection Legislation), the terms set out in Annex B shall apply.

18.4 At all times the Supplier shall indemnify the Company against any loss or damage suffered by the Company in relation to any breach by the Supplier 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 **Responsible Parties** and that they each shall:
- (a) **Process Personal Information** relevant to this Contract only in their capacity as a **Responsible Party** ;
 - (b) implement appropriate technical and organisational security measures in relation to the processing of the **Personal Information**, 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 Information**; and
 - (d) ensure that:
 - (i) all **Personal Information** 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 Information shall be in accordance with the Data Protection Legislation;
 - (iii) in the event either party receives any complaint, notice or communication from an **Information Officer** which relates directly or indirectly to the other party's: (i) Processing of the relevant Personal Information; 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;
 - (iv) 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;
 - (v) if either party becomes aware of a **Personal Information Breach** involving **Personal Information 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 the relevant authorities or to **Data Subjects** required under Data Protection Legislation;

Annex B - Controller to Processor Data Protection terms

- 1 All emboldened terms within this Annex B shall be construed as defined in the Data Protection Legislation.
- 2 For the purposes of this Contract both parties agree that the Company is the Responsible Party and the Supplier is the Operator.
- 3 Schedule 1 sets out the scope, nature and purpose of Processing by the Supplier, the duration of the Processing and the types of Personal Information being Processed.
- 4 Without prejudice to the generality of this clause in relation to any Personal Information Processed in connection with the performance by the Supplier of its obligations under this Contract, the Supplier shall:
 - (a) **Process the Personal Information** only on written instruction from the Company, unless required to do by applicable law;
 - (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the data security risks involved in the **Processing of Personal Information**, including against unauthorised or unlawful **Processing of Personal Information** and against accidental loss or destruction of, or damage to, **Personal Information**; such measures shall include as appropriate:
 - (i) pseudonymisation and encryption of **Personal Information**;
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of **Processing** systems and services;
 - (iii) the ability to restore the availability and access to **Personal Information** in a timely manner in the event of a physical or technical incident; and
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the **Processing** of the **Personal Information**;
 - (c) ensure that all personnel who have access to and/or **Process Personal Information** are obliged to keep the **Personal Information** confidential;
 - (d) only appoint a third party **Processor of Personal Information** on the prior written agreement of the Company; such agreement by the Company shall not be unreasonably withheld, delayed or conditioned. Where such third party **Processor** is appointed by the Supplier, the Supplier shall enter into a written agreement with such third party **Processor** incorporating terms which are substantially similar and no less onerous to those set out in this clause. As between the Company and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party **Processor** appointed by it pursuant to this clause;
 - (e) notify the Company where, in the course of its **Processing** activities, the Supplier transfers or **Processes** any **Personal Information** outside of South Africa and assist the Company with any reasonable queries it may have in relation to such transfers;
 - (f) assist the Company in responding to any request from a **Data Subject** and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, **Personal Information Breach** notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (g) notify the Company without undue delay and in any event no later than 48 hours if the Supplier becomes aware of a **Personal Information Breach** or receives any complaint, notice or communication from a **Data Subject, Information Officer** or other regulator which relates directly or indirectly to the **Processing** of the **Personal Information** or to either party's compliance with the relevant Data Protection Legislation and it shall provide the Company with reasonable co-operation and assistance in relation to any such **Personal Information Breach**, complaint, notice or communication;
 - (h) at the written direction of the Company, delete or return **Personal Information** and copies thereof to the Company on termination of any relevant agreement unless required by applicable law to store the **Personal Information**; and
 - (i) maintain and make available all information necessary to evidence the Supplier's compliance with this clause and the Data Protection Legislation and on reasonable notice permit and contribute to audits by the Company or an auditor appointed by the Company.

Schedule 1 - Processing, Personal Information and Data Subjects

1. Scope and nature of processing

(Description of the scope and nature of the data processed under the agreement with the Company)

Strictly as necessary for the provision of the Goods or Services to the Company.

2. Purpose of processing

(Description of the purpose of the processing of Personal Information under the agreement with the Company)

To allow the Company to receive the Goods and Services.

3. Duration of the processing

(Description of the intended duration of the processing of Personal Information under the agreement with the Company)

Term of the Contract

4. Types of Personal Information and data subjects

(Description of the types of Personal Information Processed and for which types of data subject under the agreement with the Company)

Names, addresses and email addresses of the Company's employees and the Company's customers.