

PURCHASE ORDER TERMS AND CONDITIONS (CONDITIONS)

1. Basis of Contract

- 1.1. If Supplier and Customer have entered into or enter into a signed written agreement in respect of the supply of the Products then those terms and conditions shall apply and these Conditions shall have no effect.
- 1.2. These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate on its quotation, order acceptance, delivery note, invoice or other documentation.
- 1.3. The Order constitutes an offer by Customer to purchase the Products in accordance with these Conditions.
- 1.4. The Order shall be deemed accepted and the Contract formed on the earlier of; (i) Supplier issuing a written Order acceptance; and (ii) Supplier doing any act consistent with fulfilling the Order.

2. The Products

- 2.1. The Products shall: (i) conform in all respects to the quantity, type, sort, quality and description set out in the Order; (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Supplier or made known to Supplier by Customer; (iii) where they are manufactured products, be free from defects in design, material and workmanship for 24 months after Delivery; and (iv) comply with all statutory and regulatory requirements applicable to the manufacturing, packing, packaging, labelling, storage, handling and delivery of the Products.
- 2.2. Customer has the right to inspect and test the Products at any time before Delivery.
- 2.3. If, following such inspection, Customer considers the Products do not comply with the requirements of Clause 2.1, Customer shall inform Supplier and Supplier shall immediately take any necessary action to ensure compliance. Customer's inspection and testing of the Products shall not affect Supplier's obligations under a Contract.
- 2.4. In performing its obligations under a Contract, Supplier shall comply with all applicable laws, statutes and regulations.

3. Delivery

- 3.1. Customer may at any time prior to despatch of the Products amend or cancel an Order by written notice to Supplier. If Customer amends or cancels an Order for its convenience, its liability to Supplier shall be limited to payment to Supplier of all costs reasonably incurred by Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation.
- 3.2. Delivery shall take place on the date (**Delivery Date**) and at the location (**Delivery Location**) specified in the Order in accordance with Customer's reasonable instructions.
- 3.3. If the Order specifies an Incoterms rule then that rule (2020 version) shall be incorporated into the Contract.
- 3.4. Unless otherwise determined by the applicable Incoterm, Delivery shall be completed once the Products are unloaded at the Delivery Location.
- 3.5. Each Order shall be accompanied by a delivery note showing the Order Number, Order date and the type and quantity of Products included in the Order.
- 3.6. If Supplier delivers more or less than the quantity of Products ordered and Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for those Products.
- 3.7. If Supplier delivers less than 90% of the Products ordered, Customer may, save where part shipments have been previously agreed in writing, reject the Products.
- 3.8. If Supplier delivers more than 105% of the Products ordered, Customer may reject the Products or the excess Products.

4. Customer Remedies

- 4.1. Customer shall not be deemed to have accepted any Products until Customer has had 14 Business Days to inspect them following receipt of the Products at Customer's premises (whether or not such premises are the Delivery Location).
- 4.2. If the Products are not delivered on the Delivery Date, or do not comply with the requirements set out in Clause 2.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Products, Customer may exercise any one or more of the following rights and remedies: (i) to reject the Products (in whole or in part) and return them to Supplier at Supplier's own risk and expense; (ii) to require Supplier to repair or replace the rejected Products, or to provide a full refund in respect of the rejected Products; (iii) to refuse to accept any subsequent delivery of the Products; and (iv) to recover from Supplier any costs incurred in obtaining substitute Products.

5. Title and Risk

- 5.1. Title and risk in the Products shall pass to Customer on Acceptance.

6. Price and Payment Terms

- 6.1. The price payable for the Products by Customer shall be as set out in the Order (**Price**).

- 6.2. Unless otherwise specified in the Order or determined by the applicable Incoterm, the Price includes all packaging and all local taxes and all costs in preparing the goods for export and/or import and providing the necessary documentation and obtaining export and/or import licences, obtaining customs clearance and all export and/or import tariffs.
- 6.3. Supplier may invoice Customer for each Order on or at any time within three months of Delivery. Each invoice shall: (i) be in the currency specified in the Order; (ii) be sent to the address or email address specified in the Order; (iii) include Customer's purchase order number.
- 6.4. Customer shall pay undisputed, correctly rendered invoices within 60 days of receipt of invoice to a bank account nominated in writing by Supplier.

7. Termination

- 7.1. A Party shall be entitled to terminate a Contract with immediate effect by giving notice in writing to the other Party if the other Party commits a material breach of its obligations under a Contract and (if such breach is remediable) fails to remedy that breach within a period of 7 days after receipt of notice in writing requiring it to do so.

8. Indemnity

- 8.1. Supplier shall indemnify Customer against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Customer arising out of or in connection with:
 - a) any claim made against Customer by a third party arising out of, or in connection with, the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of a Contract by Supplier, its employees, agents or subcontractors;
 - b) any claim made against Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; and
 - c) any claim made against Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Products;
- 8.2. Nothing in this Clause shall restrict or limit Customer's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

9. Insurance

- 9.1. During the term of the Contract and for a period of six years afterwards Supplier shall maintain in force with reputable insurance companies public and product liability insurance to cover liabilities that may arise under or in connection with the Contract.
- 9.2. On Customer's written request, Supplier shall provide Customer with copies of the insurance policy certificates and detail of the cover provided.

10. Force Majeure

- 10.1. Subject to Clause 10.2, neither Party shall have any liability for a failure or delay to the performance of any obligation under a Contract to the extent to which such performance is prevented, frustrated, hindered or delayed by any circumstance beyond its reasonable control which was either not foreseeable or, if foreseeable, could not reasonably have been prevented or mitigated against (**Force Majeure Event**).
- 10.2. A Party affected by a Force Majeure Event shall:
 - a) promptly (and in any event within 24 hours) notify the other Party of the nature and extent of such Force Majeure Event, its likely duration and effect and the steps it is taking to mitigate it; and
 - b) use all reasonable endeavours to resume performance under a Contract as soon as feasible.

11. Confidentiality

- 11.1. Each Party undertakes that it shall keep all confidential or proprietary information (however recorded or preserved) that is disclosed or made available (in any form or medium), directly or indirectly, to it by the other Party (**Confidential Information**) confidential and secure, not disclose it to any third party nor use it for any purpose other than the performance of a Contract.
- 11.2. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in a Contract are granted to the other Party or to be implied from a Contract.

12. Records and Audit

- 12.1. Customer shall have the right either for itself or through its appointed representatives to enter Supplier's premises to verify Supplier's compliance with the terms of a Contract.
- 12.2. Audits and inspections carried out pursuant to Clause 12.1 shall be carried out during business hours on reasonable notice to Supplier.
- 12.3. Customer shall pay the costs of any third party auditor or inspector used to carry out the audits and inspections referred to above.

13. Business Ethics, Anti-Bribery and Corruption and Anti-Slavery

- 13.1. Each Party shall:
- comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Anti-Corruption Laws (**Relevant Requirements**);
 - have and shall maintain in place its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with Relevant Requirements and shall enforce them where appropriate;
 - promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by the other Party in connection with the performance of a Contract; and
 - immediately notify the other Party (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in that Party.
- 13.2. Supplier shall establish and maintain appropriate business standards, procedures and controls to ensure compliance with Customer'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 Supplier's industry.
- 13.3. In performing its obligations under a Contract, Supplier shall:
- 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
 - not engage in any activity, practice or conduct that would constitute an offence under Section 1 (the offence of holding another person in slavery or servitude or requiring them to perform forced or compulsory labour), Section 2 (the offence of human trafficking, which means to arrange or facilitate the travel of another person with a view to the other person being exploited) or Section 4 (committing any offence with the intention of committing the Section 2 offence of human trafficking), of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in England; and
 - include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Clause 13.
- 13.4. Any breach of this Clause 13 shall be deemed a material breach of a Contract.

General

- 13.5. No variation of a Contract shall be effective unless it is made in writing and signed by an authorised representative of each Party.
- 13.6. Supplier may not assign, transfer, charge, subcontract or otherwise deal with all or any of its rights or obligations under a Contract without the prior written consent of Customer.
- 13.7. Customer's rights and remedies under a Contract are cumulative and are in addition to its rights and remedies implied by statute and common law.
- 13.8. Any notice or other communication required to be given under or in connection with a Contract shall be in English, in writing and shall be delivered to the email address given in the Order (with a copy, in the case of Customer, to the registered office address of Customer by hand, by commercial courier or by prepaid first class post or air mail).
- 13.9. No delay, neglect or forbearance on the part of either Party in enforcing against the other Party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this contract.
- 13.10. Nothing in a Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the Parties.
- 13.11. If any provision in a contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.
- 13.12. A person who is not a party to a Contract shall not have any rights under or in connection with it.

14. Governing law and jurisdiction

- 14.1. Each Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with Jamaica law.
- 14.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) that arise out of or in connection with a Contract.

15. Definition and Interpretation

- 15.1. When used in a Contract, the following terms have the following meanings:
- Anti-Corruption Laws** - any applicable laws relating to the prevention of bribery and corruption including the Bribery Act 2010, the Foreign Corrupt Practices Act 1977 and the OECD Convention on Bribery.
- Business Day** - a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Contract** - the contract formed between Customer and Supplier for the sale and purchase of the Products when an Order is placed and accepted;
- Customer** - the customer entity referred to in the Order;
- Delivery** - means delivery of the Products to the Delivery Location.

Order - the Customer's written order for the Products;

Products - the products ordered by Customer from Supplier, as specified in the Order;

Supplier - the supplier entity referred to in the Order;

- 15.2. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding these terms.
- 15.3. Unless otherwise expressly stated, a reference to writing or written includes email.
- 15.4. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted from time to time and includes all subordinate legislation made under that legislation or legislative provision.