

## **1. GENERAL OBLIGATIONS**

1.1 "We", "us" or "our" in this agreement refers to PCI Pest Control Private Limited (Rentokil PCI), its employees and subcontractors, if any. "You" or "your" refers to whoever is identified as the customer in the Service Order. "Services<sup>TM</sup>" means the services that we agree to carry out for you and to which this Service Agreement ("Agreement") will apply. The Services are set out in the Service Order.

1.2 You agree that you will:

- (a) provide access for our employees to carry out the Services at the mutually agreed day and time, and provide safe working conditions for them;
- (b) provide all facilities at the premises that we may reasonably require to carry out the Services;
- (c) ensure that the premises where the Services is to be provided is clear of any and all impediments so, you shall be responsible for moving/handling your property if required for proper delivery of Services;
- (d) fully follow and comply with any recommendations that may be made by our employees particularly in relation to maintenance of good level of hygiene and building integrity for the Services to be effective;
- (e) permit us to make a charge at a mutually agreed rate for any wasted journeys due to failure to observe an appointment, unreasonable delays in carrying out the work or cancellations as a result of your failure to allow access, or provide proper instruction, or your failure to implement any recommendations we have made;
- (f) not disclose to any third party pricing details, chemicals used, methodology or any other information related to the Services unless specifically agreed in writing by us;
- (g) reimburse us for any injury caused, solely due to your fault, to our staff or loss/damage to our chemicals/equipment/tool, as the case maybe;
- (h) reimburse to us the actual charges for the tools or equipment that you may have knowingly or unknowingly disposed, damaged or lost.

1.3 This Service Agreement will not apply to timbers concealed or inaccessible to visual examination.

1.4 We shall visit your premises as per the frequency mentioned in the Service Order. We will do everything we reasonably can to obtain your signature to confirm that we have visited your premises. You must tell us about any complaint you may have in connection with a Services visit no later than ten (10) days after that visit otherwise we will be entitled to assume that you are satisfied with what we have done during that visit.

1.5 Reasonable skill and care shall be used by us for performing the Services. We shall use only such chemical, equipment, tools etc. as are approved by the concerned regulatory authorities at the relevant time of Services. All chemicals, equipment, tools used for performing the Services by us would be our property and any intellectual property therein shall also solely belong to

us by way of ownership, license or otherwise.

1.6. We undertake no liability for any destruction, damage or loss or other consequences however caused except on account of our gross negligence or wilful default in the course of performance of the Services under this Agreement.

## **2. DURATION AND TERMINATION**

2.1 Since this Agreement is for a specific task, the relationship herein shall begin on the date mentioned above and continue until the Services have been completed and we have been paid in full.

2.2 Upon expiry or termination of this Agreement, you shall allow us to enter your premises at reasonable times to remove all units and the installation attachments from your premises that were put up as part of the Services. We shall thereafter have no liability, of any nature whatsoever, in respect of the Services to you or any other party.

2.3 Immediately on termination of this Agreement, you shall forthwith make payment of all outstanding dues and return all data and information of ours that may be in your possession or custody or lying at your premises.

2.4 Since this Agreement is for specific Services, if you terminate the Agreement before such Services have been completed, you will pay us upon our 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 Services, e.g. hire costs for access equipment.

2.5 Either party may immediately terminate this Agreement (or any of the Services) by giving notice if the other party commits a material breach of any term of this agreement, which is irremediable or (if the breach is remediable) fails to remedy that breach within seven days after being notified in writing

to do so, or is declared bankrupt, cannot pay its debts when due or becomes or is declared insolvent.

## **3. PAYMENTS**

3.1 The total charges (which excludes taxes) for the Services is set out in the Services Order.

3.2 You agree that we shall be entitled to increase the charges on thirty (30) days prior written notice to you, and you shall be bound by the same, in case our operating costs have increased due to reasons outside our control such as:

- (i) increases to the cost of fuel, utility services, the cost of necessary capital equipment or any other materials we use to provide the Services;
- (ii) any change to or the introduction of any tax or levy imposed on us by any government agency or other similar group (but not any tax on our profits); or
- (iii) any statutory increase to our labour costs.

3.3 The Services to you shall be suspended/ ceased, at our sole discretion, upon overdue of any invoice of ours. We will not be liable for any issues arising thereof or in connection thereto. Such suspension or cessation of Services shall not absolve you from your liability to make payment against any invoices along with interest @ 18% per annum.

3.4 You have hereby given your consent & authorised us for sharing of information as required under Rule 163(1) & (2) of CGST Rules to whom we have issued the invoice, credit notes and debit notes during the said tax periods, and agree that we have the right to share such information with the GSTIN Portal as and when required from time to time.

## **4. WARRANTY AND LIABILITY**

a) Should re-infestation occur, damage may be caused but it is specifically acknowledged by you under this Agreement that, we shall not

be held responsible for reporting on existing damage or any replacement which may become necessary as a result of the re-infestation of the pest concerned. Our responsibility is limited strictly to carrying out the treatment for control of the pest concerned by the approved methods. We do not guarantee or provide any warranty that re-infestation shall not occur.

b) All the services must be availed by you during the existence of this Contract and no later than that. Services which are not availed by you before the end date of the Contract, shall lapse and we shall not be liable to you for any refund for the lapsed Services.

c) While performing Services under this Agreement Our liability is for actual and direct damages only caused on account of a reason solely attributable to our gross negligence or wilful default, and is restricted to the extent of annual charges paid by you to us.

d) We shall not in any circumstances be liable to you for any:

- i. loss, damage or expense caused by or arising in connection with any insects, rodents or birds or any other pest in respect of which we provide the Services to you;
- ii. loss of profit, whether direct or indirect;
- iii. loss of use or business interruption;
- iv. death or personal injury caused by your negligence, fraud or fraudulent misrepresentations or any other matter to the extent that such exclusion or limitation would be unlawful;
- v. losses that we could not reasonably be expected to have anticipated; or
- vi. economic or financial loss or damage regardless of whether such loss is because of our negligence or our breach of contract.
- vii. incidental, consequential or any such losses or damages arising out of or in connection with the Services under this Contract.

## **5. ASSIGNMENT**

We shall have the right to assign the benefit and the burden of this Service Order together with this Agreement to another company in the same group of companies as us. You shall not assign this Agreement without our prior written consent, which consent shall not be unreasonably withheld.

## **6. HEALTH AND SAFETY**

6.1 You shall ensure that all advice and instructions we give you for the protection of the health and safety of all on your premises are followed. We shall have the right to refuse performing the Services or any part thereof in the case of a risk identified by our personnel before or during execution of the Services.

6.2 You must inform us well in advance of any hazards that we may encounter whilst working at your premises. You shall arrange and be responsible for any electrical work that could be required to execute the Services. You shall ensure that all locations are approachable and accessible by our personnel to provide the Services, in the absence of which any warranty provided will be void.

6.3 You shall arrange and keep basic first-aid kits and sufficient provisions for water at the premises where the Services are being performed. In case we require you to keep any specific first-aid medicines or provisions, you shall arrange for the same at your own costs and expenses.

6.4 We shall not be responsible for failure of the Services or any damage

caused as a consequence thereof in the event the instructions given to you are not followed or treated areas are disturbed, washed, painted or unrooted,

or a subsequent treatment is conducted by you through any other service provider.

## **7. NOTICES**

7.1 Any notice to be given under this agreement shall be in writing. We shall send any letter or notice to you by hand, email or by mail to the address appearing on the Service Order or to such other address as you may tell us in writing from time to time.

7.2 Where you want to write to us for any reason (including where you have any complaint about the Services provided to you) you should email to: [solutions@rentokil-pci.com](mailto:solutions@rentokil-pci.com)

## **8. SEVERANCE**

If any part of this agreement is found to be illegal, invalid or unenforceable, this shall not affect the remainder of the agreement.

## **9. DATA PROTECTION**

Where a customer provides personal information to service provider, they agree that service provider may use this information to the extent legally necessary and as described in the privacy notice at Privacy Policy.

## **10. BRIBERY AND CORRUPTION**

Each party shall:

- a. to the extent applicable, comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the OECD Convention on Bribery, in each case as may be amended from time to time, and any anti-bribery and anti-corruption laws or regulations of any relevant country (collectively, the "Anti-Corruption Laws");
- b. agree that in connection with its activities under this Agreement, neither party nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any bribe, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any person, including but not limited to government officials, in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of that person;
- c. have and maintain, throughout the term of this Agreement, policies and procedures designed to ensure compliance with Anti-Corruption Laws and will implement and enforce those policies and procedures where appropriate;
- d. promptly report to the other party any request or demand for any bribe or other unlawful payment received by the other party in connection with the performance of the Agreement;
- e. immediately notify the other party if a government official becomes its director or officer or acquires a controlling interest in that party; and
- f. have the right to immediately suspend or terminate this Agreement upon written notice to the other party in the event the other party has engaged in conduct that violates Anti-Corruption Laws or violates this clause of the Agreement.

## **11. MODERN SLAVERY AND HUMAN TRAFFICKING**

Each party shall:

- a. comply with all anti-slavery and human trafficking laws, statutes, regulations and codes (including, but not limited to, the UK's Modern Slavery Act 2015), to the extent applicable to the relevant party (collectively, the "Anti-Slavery Laws");
- b. represent that it does not engage in any activity, practice or conduct that would constitute

- an offence under any applicable Anti-Slavery Laws;
- c. have and maintain, throughout the term of this Agreement, policies and procedures, including due diligence procedures, designed to ensure compliance with Anti-Slavery Laws and will implement and enforce those policies and procedures where appropriate, including those provisions within its contracts with subcontractors, suppliers or other third parties;
  - d. promptly report to the other party any potential or actual breach of this clause from its activities or through its relationships with subcontractors, suppliers or other third parties; and
  - e. have the right to terminate the agreement with immediate effect by giving written notice to the other party if the other party commits a breach of the Anti-Slavery Laws or violates this clause of the Agreement.

## **12. SANCTIONS**

Each party shall:

- a. comply (and shall continue to comply during the term of this Agreement) with all applicable laws or regulations relating to economic sanctions or trade and export controls and other restrictive measures imposed, administered or enforced by a sanctions authority (collectively "Sanctions") including, but not limited to: the UK, EU, US or the United Nations, including His Majesty's Treasury and the UK's Office of Financial Sanctions Implementation or Department for Business and Trade, the US Office of Foreign Assets Control and the UN Security Council (a "Sanctions Authority");
- b. represent that it is not subject to any actual, alleged or threatened Sanctions proceedings, including litigation or other proceedings, or investigation, inquiry or enforcement action (including the imposition of fines or penalties) by any Sanctions Authority;
- c. represent that it is not and has not been included on any list issued or maintained by a Sanctions Authority identifying persons subject to Sanctions (a "Sanctions List");
- d. represent that it is not owned or controlled by a person on a Sanctions List; and is not resident, domiciled or located in, or incorporated or organised under the laws of a country or territory subject to Sanctions;
- e. have and maintain, throughout the term of this Agreement, adequate policies and procedures designed to ensure compliance with Sanctions and will implement and enforce such policies and procedures;
- f. promptly report to the other party in writing of any potential, suspected or actual breach of this clause; and
- g. have the right to immediately suspend or terminate this Agreement with immediate effect by giving written notice to the other party if the other party becomes a subject of Sanctions, is involved in Sanctions proceedings or otherwise contravenes Sanctions or violates this clause of the Agreement.

## **13. ENTIRE AGREEMENT**

13.1 This Agreement together with the Service Order sets out the entire agreement between you and us in respect of the Services.

13.2 In case a statement or representation made by either party is inconsistent with what is set out in this Agreement, then the concerned party shall not be entitled to rely on any such statement or representation made by the other party.

13.3 This Agreement shall prevail over any inconsistent terms which you may include on any enquiry form, order or other document which you have sent to us. This Agreement shall also prevail over any terms which you may include and could be implied by law or trade, custom, practice or Service Agreement, a course of dealing between you and us, all of which are hereby expressly excluded.

## **14. GOVERNING LAW AND JURISDICTION**

14.1 All disputes and differences of any kind whatsoever arising between parties hereto in respect of this Agreement shall be referred to arbitration to be conducted by a sole arbitrator appointed by us, the venue shall be Mumbai. The arbitration proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996("Act"). The award of

arbitrator shall be final and binding on the parties. It is specifically agreed that the arbitration shall be conducted in English and in accordance with the fast track procedure as per Section 29-B of the Act. The cost of arbitration shall be borne by both parties in equal proportion.

14.2 This Agreement together with the Service Order shall be governed by and be interpreted according to the laws of India. Subject to the dispute resolution provision above, both parties agree to submit to the exclusive jurisdiction of the courts in Mumbai.

## **15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

15.1 All information that may be received or acquired by either party about the other party's functions and activities, including the consideration amount of this Agreement, charges, materials used, techniques or processes adopted, performance or activities at the premises ("Confidential Information"), shall be treated by both parties as strictly confidential. The parties shall not use, utilize, disclose or otherwise deal with any Confidential Information or share the same with any third party, without the other party's written consent.

15.2 We shall remain sole and unconditional owner of all intellectual property rights (as may be applicable) on all materials, mixtures, processes, techniques, technologies that might have been used or applied by us while performing the Services.

15.3 The parties acknowledge that the unauthorized disclosure of Confidential Information will give rise to irreparable injury which is not capable of adequately compensable in monetary damages. Accordingly, in the event of such disclosure, the impacted party shall be entitled to seek injunctive relief against the breach of these provisions, in addition to any other remedies which may be available.

## **16. LAWS AND REGULATIONS**

16.1 You shall be responsible for complying with all legal and other statutory formalities that may be required for your own activities and at the premises including those required for availing the Services and we shall not be liable or in any manner responsible for any such breach or violations.

16.2 We shall be responsible for and avail ourselves of all registrations, licenses, permissions and other requirements under the applicable law

and regulations for carrying out pest control activities and performing the Services. We shall comply with all legal requirements while administering the Services. All other precautionary measures under the applicable laws and regulations are to be taken by you.

## **17. FORCE MAJEURE**

17.1 Except for the payment of charges due under this Agreement or as otherwise provided herein, neither us nor you shall be liable to the other, for any delay, deficiency, failure or breach of performance, of any obligation contained herein caused by any event of Force Majeure which shall include

(i) any act of god, such as an earthquakes, floods, rains, lightning, etc. and/ or (iii) any incident or happening which is beyond the reasonable control of the party affected by such incident or renders performance of this Agreement impossible. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been corrected.

17.2 In case of continuance of the event of such force-majeure beyond a period of thirty (30) days, either party shall be entitled to terminate the Agreement by written notice to the other party.

## **18. INSURANCE**

18.1 You shall at your own cost always insure all your properties, materials and other items lying in or installed or used in the premises and keep the insurance valid. You shall not hold us liable in any way in case of loss or damage to the premises due to earthquake, flood, tempest, lightning, violence or any act of war or of other inevitable force or accident.

18.2 We shall insure our employees, property, equipment and materials that we use for providing the Services as mandated by law and regulations.

18.3 You shall compensate us for all the additional costs we incur on specific insurance cover you require us to procure in addition to the mandated insurance coverage we have already obtained.

## **19. NON-SOLICITATION**

You agree and undertake not to solicit any of our employees or engage, appoint or employ any of our staff or employees during the term of this Agreement or within one (1) year thereafter in any manner.

## **ADDITIONAL SPECIFIC PROVISIONS FOR FUMIGATION SERVICE**

I. You are responsible for providing sufficient information to us so that we can determine whether fumigation is suitable or appropriate for the property which is to be treated By us and for your particular set of circumstances.

II. Fumigation is a curative treatment and not preventive. It will kill insect pests present in the consignment under fumigation, subject to penetration of fumigant, gas tightness of stack, retention of fumigant for prescribed exposure period, concentration maintained as required.

III. You understand and agree that Methyl bromide fumigation in India is allowed only for quarantine and pre-shipment purpose.

IV. The property required to be fumigated must not be wrapped in or coated with impervious material, if it is then, you agree that fumigant (methyl bromide or phosphine) will not penetrate into the target commodity and will have no effect on insect infestation.



V. It is your sole responsibility to inform requirements of imposing country in terms of dosage, exposure period etc., before commencing the fumigation treatment.

VI. Notwithstanding clause 4 of this Agreement, we do not accept any express or implied liability or obligation for any inconvenience, loss, injury or damage caused to you by the reason of or as a consequence of the fumigation services carried out by us pursuant to this Agreement.

VII. Fumigation by methyl bromide and/or phosphine is not suitable for and may permanently damage certain materials and commodities.

VIII. It is your responsibility to notify us whether the item or object to be fumigated comprises or contains any of the following:

(a) In the case of fumigation by methyl bromide:

Leather Goods (particularly tanned with Sulphur process)	Iodized salt stabilized with sodium hyposulphite	Full fat soybean flour, whole wheat flour, other high protein flours and baking powders
Nuts with high oil contents	Butter, Lard & Fats	Bone Meal
Certain baking sodas, cattle licks (i.e., salt blocks), or other foodstuffs containing reactive sulphur compound	Rubber Goods a. Sponge rubber b. Foam rubber, as in rug padding, pillows, cushions, mattresses, and some car seals c. Pubber stamps and other similar forms of reclaimed rubber	Paper a. Silver polishing papers b. Certain writing and other papers cured by sulfide processes. c. Photographi c prints and blue prints stored in quantity d. "Carbonless" carbon paper. e. Blueprint papers f. Fax thermal paper
Vinyl	Furs	Feathers (especially in feather pillow)
Rug Padding (Foam rubber, felts etc.	Charcoal, cinder blocks and activated carbon	Horsehair articles
Oil artworks	Sulphur based paint	Cellophane
Polystyrene	Sponge and Foam	Plants, growing bulbs, seeds and nursery stock
Cigarettes and cigars	Silk, artificial and synthetic fabrics	Soaps and soap powder
Artefacts, works of art	Animal Trophies	

(b) In the case of fumigation by phosphine:

Copper or its alloys, including gilding metal, brass (including cartridge brass, naval brass, red brass, free-cutting brass, yellow or high brass), bronze (including phosphor bronze, aluminium bronze, manganese bronze), Muntz metal, beryllium copper, nickel silver cupronickel, ounce metal, gun metal, solder, or any items containing these, including wires, cables, electrical switches; heat exchangers, pipes, screws, vehicle radiators, electrical or electronic items.

Chromium plated items (due to the use of a copper base layer)	Computers, machinery, electronic systems, motors
Silver, or its alloys, including billon, sterling silver, Britannia silver, goloid, electrum, argentium, sterling silver, shibuichi, platinum etc.	

You acknowledge that, you have read, understood and agree to the terms and conditions in this Agreement together with the Service Order, and annexures, if any, provided to you.