

Product Sale Agreement - All Inclusive OCC

1. GENERAL OBLIGATIONS.

- a) We”, “us” or “our” in this Agreement refers to PCI Pest Control Private Limited, its employees and subcontractors. “You” or “your” refers to whoever is identified in the Product Order as the customer;
- b) “Product” means the pest control product that we agree to sell products for you and to which this Product Sale Agreement (“Agreement”) will apply.
- c) You shall fully follow and comply with all recommendations that may be made by our employees particularly in relation to maintenance of good levels of food and waste hygiene and or maintenance of good level hygiene and building integrity for the Product to be effective.
- d) You shall ensure that the premises where the Product is been used, is clear of any and all impediments so, you shall be responsible for moving/handling your property if required for proper delivery of Product;
- 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 delivering/ installing the product or cancellations as a result of your failure to allow access, or provide proper instruction, or your failure to implement any recommendations that we have made;
- f) You shall pay us at our normal hourly rate for any visits or call outs which are required because you have failed to implement any recommendations we have made.
- g) You shall keep all silverware, antiques, precious artefacts, electronic gadgets and any other breakable /valuable articles if any in safe custody.
- h) You shall not disclose to any third party pricing details, chemicals used, methodology or any other information related to the Product unless specifically agreed in writing by us;
- i) We shall visit your premises as per the frequency mentioned in the Product 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 Product visit no later than ten (10) days after that visit otherwise we will be entitled to assume that you are satisfied with the product. A complaint made later than ten (10) days after a particular visit may be addressed by us on an additional charge.
- j) We will provide the Products in conformance with this Agreement and with reasonable skill and care. We shall use only such chemicals, equipment, tools etc., if applicable as are approved by the concerned regulatory authorities as used in the Products. All chemicals, equipment, tools used in the Products by us would be our property and any intellectual property therein shall also solely belong to us by way of ownership, license or otherwise.
- k) 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 Products under this Agreement.

2. DURATION AND TERMINATION

- 2.1 The relationship under this Agreement and the Product Order (refer annexure 2) shall begin on the date mentioned above and continue for a period of three (3) years unless terminated by either parties by giving thirty (30) days written notice to the other party. Provided that the first six (6) months of the agreement shall be known as Lock-in period and if the customer terminates the agreement within the lock-in period, you shall pay the six (6) installments plus taxes, if any effective from the date of termination.
- 2.2 The provision of Products and the scope and manner of delivery may be reviewed periodically by both parties. Upon such review, if required, the Products and Services may be modified as mutually agreed by both parties.
- 2.3 Immediately on termination of this Agreement, you shall forthwith make payment of all outstanding dues and return all data and information that may be in your possession or custody or lying at your premises.

3. PAYMENTS

- 3.1. The total charges (which excludes taxes) for the Products set out in the Products Order. You agree that, after the first year of delivering the service for Product, for each additional year you shall be liable to pay for such Annual Maintenance Charges (AMC) at a mutually agreed escalation rate on each AMC.
- 3.2. You agree that we shall be entitled to increase the price of the AMC any time by giving three (3) months' notice of such increase in writing and the same shall be binding on you. The increase would be reflective of the inflationary environment and 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 Products and 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)
- 3.3. A penalty of interest @1.5% per month shall be levied on you at your sole discretion, upon overdue of any invoices. We shall be relieved of our obligations under this Contract in the event of non-payment of the fees or expenses due and shall not be liable for any issues arising thereof or in connection thereto.

4. WARRANTY AND LIABILITY

- a) 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 bids 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. losses that we could not reasonably be expected to have anticipated; or
 - v. economic or financial loss or damage regardless of whether such loss is because of our negligence or our breach of contract.
 - vi. incidental, consequential or any such losses or damages arising out of or in connection with the Product under this Contract.
- b) Our liability is for actual and direct damages under this Agreement together with these General Terms and Conditions 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 to the extent of annual charges paid by you to us.

5. ASSIGNMENT

We shall have the right to assign the benefit and the burden of this Agreement together with the Purchase Order 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

- a) 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 under AMC or any part thereof in the case of a risk identified by our personnel before or during execution of the Services.
- b) You shall ensure that the products are installed at a specified height, and shall not dispute the placement of such products.
- c) 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.

- d) We shall not be responsible for failure of the product 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

- a) Any notice to be given under this Agreement shall be in writing. We shall send any letter or notice to you by hand or by email to the coordinates appearing overleaf or to such other coordinates as you may tell us in writing from time to time.
- b) 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

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 you provide personal information to us, you agree that we may use this information to the extent legally necessary and as described in the privacy notice at <https://www.rentokil-initial.com/site-services/cookie-and-privacy-policy/privacy-policy.aspx>.

10. BRIBERY AND CORRUPTION

Each party undertakes that:

- a) neither it nor any party acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in any way connected with the entering of this Agreement;
- b) it shall throughout the course of this Agreement comply with, and take reasonable measures to ensure that any other parties acting on its behalf comply with, all applicable laws, statutes and regulations relating to anti bribery and anti-corruption ('Relevant Requirements');
- c) it has and shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with Relevant Requirements and will enforce them where appropriate;
- d) it shall immediately report to the other party any request or demand for any undue financial or other advantage of any kind received from the other party or any party acting on its behalf in connection with the performance of this Agreement; and
- e) unless apparent at the commencement of this Agreement where the customer where customer is other than the Individual (for example where the customer is a public organisation), it shall immediately notify the other party (in writing) if a public official becomes its officer or employee or acquires a direct or indirect interest in that party.

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

- a) This Agreement together with the Product Order sets out the entire agreement between you and us in respect of the Services.
- b) 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.
- c) 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.
- d) This Agreement shall also prevail over any terms which you may include and could be implied by law or trade, custom, practice or a course of dealing between you and us, all of which are hereby expressly excluded.

14. GOVERNING LAW AND JURISDICTION

- a) All disputes and differences of any kind whatsoever arising between parties hereto except otherwise for the services provided to the Residential Premises 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 29-8 of the Act. The cost of arbitration shall be borne by both parties in equal proportion.

- b) This Agreement together with the Product 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

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

- a) 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.
- b) We shall be responsible for and avail ourselves of all registrations, licenses, permissions and other requirements under the applicable laws and regulations for carrying out pest control activities and perform the Services. We shall comply with all legal requirements while administering the Services All other precautionary measures.

17. FORCE MAJEURE

- a) 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 (ii) 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.
- b) 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

When the Services are provided to you;

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

- c) 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

- a) 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.