



## General Terms and Conditions

### 1. Interpretation

1.1 Capitalized terms have the meaning set out in this Agreement:

**Agreement:** These terms and conditions and the service agreement on which they are printed.

**Charges:** The amounts payable by the Customer to Nagina Services, as set out in the service agreement, exclusive of VAT.

**Confidential Information:** Any information disclosed under this Agreement concerning the business or affairs of either party or of any member of its Group.

**Commencement Date:** As stated in the service agreement.

**Customer:** As stated in the service agreement.

**Frequency:** As set out in the service agreement.

**Goods:** Any products sold or rented by Nagina Services to the Customer under the Agreement.

**Job:** A specific service identified in the service agreement.

**Minimum Period:** As stated in the service agreement.

**Periodic Services:** Regular routine services provided at the Frequency.

**Premises:** The Customer location identified in the service agreement.

**Quote:** These terms and conditions together with the Nagina Services quote setting out the services and fees.

**Renewal Term:** A period of 12 months, starting at the end of the Minimum Period or any anniversary of the Minimum Period.

**NS:** Nagina Services

**Services:** A Job and/or Periodic Services to be provided by Nagina Services, as stated in the service agreement.

**Term:** The Minimum Period and any subsequent Renewal Term.

**Termination Date:** For a Job, when the Services have been completed and all Charges paid by the Customer. For Periodic Services, as set out in Clause 6.

1.2 Any phrase introduced by the terms including, include, in particular or any similar expression is illustrative and shall not limit the sense of the preceding words.

### 2. Obligations

2.1 Nagina Services will provide the Services with reasonable skill and care as described in this Agreement or the Quote and are either a Job or Periodic Services.

2.2 Customer will comply with the Customer Obligations, including: Providing all access and reasonably required facilities at the Premises to enable Nagina Services to perform the Services. Informing Nagina Services of any hazards that might be encountered in providing the Services at the Premises. Following all health and safety advice and instructions given by Nagina Services.

2.3 Nagina Services reserves the right to refuse to provide Services in relation to items or areas that are contaminated or affected by dangerous, toxic, adhesive, or inflammable substances.

### 3. Payment

3.1 Customer will pay the Charges and applicable VAT to Nagina Services in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law) by the invoice payment date.

### 4. Goods / Rental Equipment

4.1 Risk of damage to or loss of any Goods shall pass to Customer once Nagina Services has delivered and installed such Goods (where installation is included) at the Premises. Customer will not own any Goods until Nagina Services has received payment in full for Goods in cleared funds.

### 5. Confidentiality

5.1 The party receiving Confidential Information will only use the disclosing party's Confidential Information for the purposes of this Agreement or Quote and may only disclose the Confidential Information to its officers, employees, agents, and contractors for use in accordance with the terms of this Agreement.

5.2 If a party is required to disclose the other party's Confidential Information by law, governmental or other regulatory authority, it will inform the other party as soon as, and to the extent, legally permissible.

### 6. Term and Termination

6.1 This Agreement commences on the Commencement Date and shall continue until the Termination Date (where specified), or otherwise when terminated in accordance with this Clause.

6.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement or any affected Services under the Agreement or Quote: Effective at the end of the Minimum Period or then-current Renewal Term, providing the party has provided at least 90 days' written notice of termination. With immediate effect on written notice if the other party (i) commits a material breach of any term of this Agreement or Quote which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so; or (ii) is declared

bankrupt, is unable to pay debts when they are due or is the subject of unsatisfactory credit references, or where that other party is a company, becomes insolvent within the meaning of the Corporations Act 2011.

6.3 If the Customer terminates this agreement before the end of the Minimum Period for Jobs, the Customer shall pay any Fees due for the Services rendered plus any other costs incurred by Nagina Services for the remainder of the Minimum Period (e.g., hire costs for access equipment).

#### **7. Liability**

7.1 Neither party excludes or limits its liability for personal injury or death caused by negligence, fraud, or fraudulent misrepresentation; and any other act or omission which cannot be excluded or limited under any applicable law.

7.2 Except as set out in clause 7.1, Nagina Services only accepts liability that arises as a result of Nagina Services' performance of the Services and which is for (a) physical damage to property because of Nagina Services' negligence or fault; or (b) failure to provide the Services in accordance with the Agreement or Quote.

7.3 Except as set out in clause 7.1, Nagina Services' total liability to the Customer is limited to 100% of the annual charges in aggregate for any claims whatsoever and however they may arise and whether for breach of contract, negligence, or breach of statutory duty. Nagina Services shall not in any circumstances be liable for any (a) loss, damage or cost arising in relation to any pest; (b) loss of profits, economic or financial loss, loss of business, loss of use or business interruption, loss of goodwill; (c) indirect or consequential loss.

7.4 Customer must notify Nagina Services of any service complaint within 30 days of the relevant service or part of the service having been provided so that Nagina Services may investigate.

7.5 Customer must submit any claim in writing to Nagina Services at the address in clause 8(b) below within 28 days of the Customer first becoming aware of the circumstances giving rise to the claim. To the maximum extent permitted by law, Nagina Services will not be liable for any claim submitted outside of such 28 day period.

7.6 Subject to clause 7.1 to 7.5 Nagina Services excludes all liabilities to the maximum extent permitted by law.

7.7 Customer agrees that provision of the Services by Nagina Services does not guarantee pest-free conditions at the premises.

#### **8. Notices**

Any notice to be given under this Agreement or Quote, shall be in writing and be delivered by hand or signed for mail service:

(a) to the Customer at the address set out in this Agreement or Quote;

(b) to Nagina Services at [Address of Nagina Services].

#### **9. Severance**

If any term or provision in this Agreement or Quote is held to be in whole or in part illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement or Quote shall not be affected.

#### **10. Entire Agreement**

10.1 This Agreement:

(a) is the entire agreement between the parties relating to the Services.

(b) supersedes and terminates any previous Quote, agreements, warranties, representations, and understandings relating to the same subject matter.

(c) prevails over any terms which Customer provides to Nagina Services and / or which may be implied by law or trade, custom, practice or course of dealing, all of which are expressly excluded.

10.2 The parties agree that they shall not be entitled to rely on any statement or representation that is not set out in this Agreement.

#### **11. Data Protection**

11.1 Nagina Services shall process your personal data, including sending marketing information, in accordance with applicable data protection legislation and our privacy notice located at: [Privacy Policy Link].

11.2 If the Customer does not wish to receive marketing information from Nagina Services, the Customer can opt out by writing to [Address of Nagina Services]. Nagina Services will continue to send the Customer communications as necessary for the performance of this Agreement or Quote and/or the services Nagina Services is providing to the Customer.

#### **12. Force Majeure**

If either party is prevented from or delayed in the performance of any of its respective obligations (other than payment obligations) under this Agreement or Quote by circumstances beyond its reasonable control, the affected party shall not be liable for the performance or the punctual performance of its obligations, as applicable, for the duration of the force majeure event. If the force majeure event continues for more than 30 days, either party shall be entitled to terminate this Agreement on written notice to the other.

#### **14. Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising in connection with it shall be governed by and interpreted in accordance with the law of the UAE. The parties submit to the exclusive jurisdiction of the UAE Courts.