

AMBIUS T&Cs- NZ 18.2.21

1. These terms and conditions (**T&Cs**) apply where a Client has agreed that Ambius will hire, install and/or maintain the Displays (with or without plant hire) for the period specified below (**Service Agreement**), the hire, installation and/or maintenance of Displays for limited periods (**Hire**) or that the Client will purchase plants and containers from Ambius (**Sales**) each as itemised in this agreement and in accordance with the terms set out below.

2. Service Agreement: The Client accepts the Services and/or Displays (as applicable) for an initial minimum term of twelve (12) months commencing from the date of this agreement unless otherwise agreed. This agreement will automatically be extended, if not terminated or varied and will operate until such time as it is terminated by either party giving at least two (2) calendar months written notice of termination. No termination can take effect before the last day of the initial minimum term except in accordance with this agreement.

Hire: The Client accepts the Displays and (where agreed) the Services for the period set out in this agreement in accordance with these T&Cs.

Sales: The Client purchases the plants and any related items in accordance with these terms and conditions for the agreed price and in the condition as inspected by the Client. Risks in the items purchased pass to the Client upon delivery and title to the items passes to the Client upon full payment.

3. Payments: The Client agrees to pay the fees specified in this agreement including the installation fee as specified Fees under a Service Agreement are payable in accordance with our invoiced terms. Hire Fees are payable at the conclusion of the hire. Installation and removal fees are payable on all plant hire arrangements. Payment for Sales is within seven (7) days of delivery. Fees payable under this agreement exclude any amount in respect of GST which is payable in addition to the Fees upon Ambius providing a tax invoice. The invoiced amount must be paid in full without deduction or set-off.

If there is a change in law which occurs after the commencement date which was not known and could not reasonably have been known by Ambius as at the commencement date and such change reasonably results in Ambius incurring additional costs, the Fees will be increased by an amount equal to the additional costs Ambius will incur as a direct result of the change in law.

4. Interest on over dues & No deductions: Interest is payable by the Customer on overdue amounts payable to Ambius from the due date until the date on which the debt is paid at a rate of two per cent (2%) above the rate charged by Ambius' bank on overdrafts for less than one hundred thousand dollars (\$100,000.00). The Customer may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to Ambius.

5. Definitions:

Ambius means Rentokil Initial Limited.

Client means the person, company or entity set out on page 1 of this agreement.

Display(s) means the items including plants and containers and services (if applicable) agreed to be sold, hired or maintained by Ambius as described in this agreement or as substituted in accordance with this agreement.

Initial installation means the date that the Client's specified site is enhanced and energised by the installation of the Display.

Initial minimum term means the term of twelve (12) months commencing from the date of this agreement.

Services means where Ambius has agreed to maintain plants, (with or without plant hire) Ambius will undertake a range of essential tasks in relation to the Displays, including water and fertilise plants as necessary, keep all Displays cleaned and trimmed, remove any damaged, spent or unsightly foliage, check for disease, generally spruce up and beautify the Display leaving the surrounding area clean and tidy.

GST means the goods and services tax or similar tax imposed by the Government.

6. Acceptance: The Client's acceptance of these T&Cs may be confirmed by signing this document, confirming its acceptance by email or allowing Ambius to perform the Services.

7. Ownership: Unless Client acquires the Display or any parts of it, the Client acknowledges that all Displays or other items installed by Ambius pursuant to an agreement for plant hire (either Service Agreement or Hire) remain the sole property of Ambius. Ambius may replace any Display at any time provided the replacement is of equivalent or better standard.

8. Commencement of Service: Where Ambius is engaged to Service Displays, Ambius will commence Service within twenty (20) working days (Mon-Fri 7am to 5pm except public holidays) of initial installation or such other date agreed in writing with the Client.

9. Pricing Policy: After the initial minimum term, and no more than once annually, Ambius may review the fee it levies under any Service Agreement and may increase that fee by written notice to the Client.

10. Responsibility of Ambius

Ambius agrees it will:

- (a) in the case of Sales, sell the Displays to the Client free of any claims by third parties;
- (b) in all other cases, supply, install and/or Service the Displays in accordance with this agreement;
- (c) require its employees/ contractors to comply with any reasonable security or safety direction given to them while present at the Client's site; and
- (d) in the case of Services agreements, provide regular Services between business hours of 7am and 5pm Monday to Friday (unless otherwise agreed) sufficient to ensure the visual splendour of the plants is maintained at all times. Service outside these hours will incur additional charges.

11. Responsibility of the Client

The Client agrees not to move or remove any Display owned by Ambius and to:

- (a) promptly notify Ambius:
 - (i) if access is unavailable for Ambius staff (other than on weekends and public holidays) or if the Displays are damaged or deteriorate between Service calls;
 - (ii) of any hazards at the Client's site that may present a risk to any personnel. The Client agrees to eliminate or minimise these risks;
 - (iii) the Client wishes to relocate the Displays within the Client's site. Any relocation of Displays will incur additional cost to be agreed;
 - (iv) at least two (2) weeks in advance, if the site location of the Displays will be inaccessible to Ambius for more than one (1) week or the Displays are to be relocated from their location at the site; and
 - (v) if the Client requires Ambius to move or relocate the Displays for a temporary period. The Client acknowledges there will be a charge for removal, storage and re-installation above and beyond the regular fee.
- (b) inform its own staff not to water, fertilise, use as an ashtray, pour any liquids of any type into, or relocate or modify any Display;
- (c) arrange insurance against theft, destruction or damage to any Displays. The Client acknowledges it is responsible to compensate Ambius for the cost of any loss or damage to the Displays where such loss or damage is beyond the control of Ambius;
- (d) provide Ambius' staff with sufficient access to hot and cold water for use in the maintenance of the Displays;

- (e) pay the cost of hiring and use of any specialist equipment required by Ambius to carry out Services or relocate or remove the Displays;
- (f) ensure the temperature range to which the Displays are subject remains in the range of 15 to 25 degrees Celsius inclusive. The Client acknowledges this is the most appropriate temperature range to ensure optimum performance from the Displays and the Client agrees to use its best endeavours to maintain temperatures at the site within the limits of that range;
- (g) not sell, lease or part with possession or otherwise encumber any property of Ambius; and
- (h) upon termination of this agreement, provide Ambius with access to the site to remove all property belonging to Ambius as soon as practicable. The Client acknowledge that additional fees will be payable to Ambius if multiple visits are required to recover its property.

12. Delivery Delays: If the Client (for any reason) is unable to take delivery of the Displays under a Service Agreement for rental and maintenance within twenty one (21) days of the date of this agreement, or such other date as may be agreed upon, then the Client must reimburse Ambius any extra costs including storage and transport incurred by Ambius as a result of that delay.

13. Reduction: At any time after the initial minimum term the Client may reduce the number of hired Displays by giving no less than two (2) calendar months written notice to Ambius. The reduction in Display numbers will be reflected in the monthly invoicing following the date on which the reduction occurs. If the Client has given notice of termination, the number of Displays cannot be reduced prior to the end of the agreement. Where Ambius agrees (at its discretion) to accept a reduction or cancellation of any part of the Services, any variation in fees must take accounts of the full costs of providing the Services and Displays including all materials, equipment, service support and administration costs and any variation in fees will not be on a pro rata basis.

14. Removal Fee: Upon termination of this agreement or a reduction under Clause 13, Ambius shall charge a removal fee as specified in this agreement. Any fee for specialised equipment under Clause 11(e) will be an additional fee.

15. Subcontracting: Ambius may engage subcontractors to perform the Services for the Client with the prior approval of the Client.

16. Force Majeure: Ambius shall not be responsible for failure to meet any contractual obligations if the failure results directly or indirectly from a cause beyond its control.

17. Anti Bribery: The Client and Ambius agree:

- (a) they will not (nor allow anyone acting on their behalf) to offer, give, request or accept any undue financial or other advantage of any kind in any way connected with entry into this agreement; and
- (b) they will each comply with all applicable laws relating to bribery and corruption in connection with this agreement.

Any failure to comply with this clause 17 entitles a party to terminate this agreement by notice to the other party.

18. Termination: Ambius may suspend or terminate a Service Agreement or Hire on immediate notice to the Client if:

- (a) the Client is in breach of a material obligation and does not remedy that breach within seven(7) business days of notice from Ambius;
- (b) the Client breaches any other provisions and fails to remedy (if capable of remedy) within ten (10) business days of notice from Ambius; or
- (c) the Client becomes insolvent or deemed insolvent, bankrupt, ceases or threatens to cease to carry on business, a receiver, manager, administrator, liquidator or similar officer is appointed to any of its assets or steps are commenced seeking such an appointment or if any event having a similar effect occurs in relation to the Client.

For the purpose of this clause 18, it is agreed that any non-payment, failure to allow access to the Displays and removal of Displays without approval from Ambius are material breaches of this agreement.

19. Removal of Equipment: On termination of this agreement, howsoever that arises, Ambius may remove all of its property in the Client's possession or control, and for that purpose may enter the premises and remove the property. Ambius shall use all reasonable care in removing its property but shall not be responsible for restoring that part of the premises to the original state. If Ambius is unable to remove its property, the Client shall be liable for the replacement value of the property that has not been recovered.

20. Debt Collection Expenses/Collection of Displays: The Client indemnifies Ambius for all expenses incurred in relation to the recovery of debts owing by the Client and this obligation shall survive termination of this agreement.

21. Privacy and Credit Reporting: The Client authorizes Ambius, its employees and related entities, subject to compliance with applicable privacy legislation to use and disclose the personal information of the Client for any purposes connected with this Agreement or otherwise in accordance with Rentokil Initial Privacy Policy which can be accessed at www.ambius.co.nz. This use includes communicating offers to the customer about products and services from Rentokil Initial. The Client has the option to opt out of receiving the information at any time.

Where the Client is provided with credit, the Client authorizes Ambius to: (a) obtain credit reports in respect of the Client and its related entities from credit reporting agencies and other bodies permitted by law; (b) seek and or/disclose information about the Client and its related entities (including information about their credit worthiness, credit history, standing or capacity) which credit providers or other parties are permitted to supply obtain or receive under applicable privacy legislation (c) disclose information about the application for credit under this agreement and if successful, about the credit account and credit provided to a credit reporting agency or other permitted body in order to obtain information or credit reports; (d) disclose information including identity particulars, the fact the Client had applied for credit and details of payments that are more than 60 days over due to credit reporting agencies, other credit providers or other permitted bodies; and (e) disclose information about the Client and its related entities to any person considering acting as a guarantor of the Client.

22. Entire Agreement: Except for variations agreed in writing, these T&Cs supersedes and replaces all previous agreements between the parties in relation to plants and services and contains the entire agreement between them as to its subject matter. To the extent permitted by law, Ambius expressly excludes all warranties, guarantees, representations and conditions except as may be made by it in writing to the Client.

23. Acknowledgement: For the purposes of Section 5D of the Fair Trading Act 1986 (FTA) and section 43 of the Consumer Guarantee Act 1993 (CGA), the parties acknowledge that:

- a) to the extent permitted by law, they are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matter covered by this agreement) and sections 9,12 and 13 of the FTA in respect of this Agreement;
- b) it is fair and reasonable for the parties to be bound by this clause; and
- c) they have received legal advice or had the opportunity to seek legal advice in relation to this agreement.

24. Liability: To the extent permitted by law:-

- (a) Ambius will not be liable for any loss of profits or revenue, loss of business, wasted expenditure or any form of indirect or consequential loss arising out of or in connection with this agreement, the supply of the Services, the Displays or the sale of any goods.
- (b) where a claim relates to a guarantee or warranty under consumer laws, Ambius' total aggregate liability to the Client under or in relation to this agreement (including in contract, negligence, tort or any common law or statutory right) is limited at Ambius' option to:
 - (i) in relation to claims relating to services, the resupply of the Services, or the costs of resupply of the Service: or
 - (ii) in relation to claims relating to goods, the resupply of the goods, or the cost of resupply of the goods.
- (c) in all other circumstances, the liability of Ambius to the Client (including in contract, negligence, tort or any common law or statutory right) will not exceed the fees received by Ambius from the Client pursuant to this agreement.

25. General:

- (a) This agreement may only be amended in writing signed by both parties.
- (b) A reference to 'writing' or 'written' includes electronic mail.
- (c) If any provision of this agreement is illegal, invalid or unenforceable it may be severed without affecting the enforceability of the other provisions.
- (d) The Customer may not assign its rights under this agreement without the prior approval of Ambius.
- (e) Each indemnity in this agreement is a continuing obligation separate and independent from the other obligations of the party giving the indemnity and survives termination or expiry of this agreement.
- (f) This agreement is governed by the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.