

ROBOT CLEANING SERVICES

Terms & Conditions

1. DEFINITION

“Additional Services”	means the additional or amended services items requested by Customer which is out scope of the agreed Services.
“Confidential Information”	means any data or information relating to the Customer, whether business or personal, which would reasonably be considered to be private or proprietary to the Customer and that is not generally known or where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
“Customer”	means the entity named on the first page of the Quotation.
“Customer’s Contact”	means any person designated by the Customer as point of contact with KM in the Quotation.
“Default Rate”	means the default interest rate at 2.5% per calendar month charged on all overdue payments and on all other overdue payments payable of the Customer.
“Duties”	means the agreed scope of work of the Services
“Effective Date”	means the agreed commencement date of the Services.
“Employee”	means technicians employed by KM for provision of the Services.
“Equipment”	means any hardware equipment KM will use for provision of Services. All Equipment are property of KM unless as stated otherwise in written format.
“Force Majeure Event”	means any act of God, fire, natural disaster, epidemic, accident, civil disturbance, governmental order, terrorism, acts or omissions of suppliers and other third parties, act of government, strikes, unavailability of material, facilities, telecommunications services or supplies or any other cause beyond the reasonable control of such party.
“KM”	means Konica Minolta Business Solutions (HK) Ltd.
“Minimum Term”	means the minimum period of Services that the Customer has committed with KM, during which the Customer is not entitled to early terminate the Services unless Customer has fulfilled all the payment obligations and other conditions stipulated in Clause 9.2 of this T&C.
“One-Off Charges”	means the Products charges payable by Customers upon confirmation of order for the Services.
“Products”	means the hardware items and licensed software items listed in Product Description of the Quotation.
“Quotation”	means the Quotation provided by KM to Customer in relation to the Services, to be agreed and signed by both parties.
“Renewal Fee”	means the Service Charges, and any applicable One-Off Charges as proposed by KM for a coming Renewed Term.
“Renewed Term”	means a successive service period after expiration of the Minimum Term or any Renewed Term.
“Services”	means the KM’s provision of service items at the Services Location as set out in the Quotation.
“Services Charges”	means the monthly charges payable by Customer for the Services.
“Services Location”	means the location for KM’s performance of Services as written in the Quotation.
“T&C”	means this standard terms and conditions which forms an integral part of the Quotation.

2. SERVICES

2.1 Scope of Services:

- (a) KM shall provide the Services to Customer for the service period as set out in the Quotation.
- (b) Except as otherwise agreed and set forth in written format by KM and the Customer, term of the Services shall commence from the Effective Date, up to the last day of the service period.

2.2 KM will start providing the Services only after Customer’s full settlement of the applicable One-Off Charges. For the avoidance of doubt, the Effective Date of Services shall be postponed to the date KM received full payment from the Customer if the One-Off Charges was not duly paid in accordance with the payment term.

2.3 The Customer may request for Additional Services during the service period. KM will provide a detailed scope of work and labor quote for any Additional Services required by the Customer. The parties hereto may agree to a change order to include the Additional Services by execution of an addendum. The addendum will specify the Additional Services to be provided by KM and relevant terms for such Additional Services, including, but not limited to, price and timelines. KM will not perform any Additional Services before an addendum is executed by both parties. The Customer also understands that a separate invoice(s) will be generated for such work.

2.4 All provisions of Additional Services shall be made in accordance with Clause 2.2 above. In the event of any conflict between the terms and conditions of any quotation or change order and this T&C, the latter shall prevail unless otherwise agreed in written format between the parties.

2.5 Equipment used by KM for providing the Services are not sold to the Customer and shall at all times remain in the sole and exclusive ownership and property of KM. Customer’s ownership of the Equipment should be subject to separate order under KM’s quotation on request.

2.6 Customer shall provide a safe place for storage of the Equipment in the Services Location. If any of the Equipment is used by the Customer, Customer shall bear the entire risk of loss or damage (including damage caused or occasioned by conducts, behaviour, acts of people, or damage by casualty), destruction or theft of the Equipment or any parts thereof.

2.7 Arrangement in Severe Weather Conditions

- (a) Definition of Severe Weather: Severe weather refers to extreme weather conditions such as heavy rain, storms, hurricanes, hailstorms, tornadoes, and other similar events.
- (b) Service Suspension: During severe weather conditions, KM reserves the right to suspend or cancel the provision of Services to ensure the safety of the Customer and Employees. KM will make such decisions based on alerts or recommendations from local government authorities.
- (c) Notification: Prior to suspending services during severe weather conditions, KM will make reasonable efforts to notify the Customers in advance for appropriate arrangements. Notifications may be sent via email, text messages or other electronic means.

- (d) Service Resumption: Once the severe weather conditions improve, KM will make efforts to resume normal Services. However, the time frame for service resumption may be delayed due to weather conditions and other uncontrollable factors.
- (e) Liability Waiver: During severe weather conditions, KM shall not be liable for any losses or damages in relation to the Services. Customer understands and agree that in such circumstances, KM cannot control the weather conditions and is not responsible for compensation of any resulting losses.

3. SERVICE CHARGES AND PAYMENT

- 3.1 In consideration of KM's provision of Services, the Customer shall pay to KM the Services Charges and One-Off Charges as set out in the Quotation. KM reserves the right to vary the fees and charges payable by the Customer under this Agreement or the basis of such fees and charges at any time upon 30-day's written notice to the Customer.
- 3.2 The Customer shall pay to KM all charges payable within 14 days from the date of KM's invoice.
- 3.3 Without limiting any other remedies or rights that KM may have hereunder, if the Customer do not pay KM on time, KM shall have the rights to cancel or suspend any other outstanding order/Services until the Customer have paid the outstanding amounts or to terminate the Services.
- 3.4 Without prejudice to any other of KM's right hereunder and without any way affecting or relieving the Customer's obligation to make punctual payments, interest shall be charged at the Default Rate on all overdue payments payable under the Services, and/or this T&C. Interest shall run day to day and accrue after as well as before any judgment until payment and shall be compounded at monthly intervals. Each payment and all other overdue payments are both an independent and additional liability and shall survive the termination of Services.

4. DUTIES OF THE CUSTOMER

- 4.1 The Customer shall provide a safe workplace to enable the Equipment and Employee to move freely within the working area, with adequate access to facilities and utilities (e.g. water and electricity) for the performance of Services by the Employee.
- 4.2 The Customer shall take all necessary steps, including restrictive measures to prevent access of the public, unrelated personnel, and any other things that may cause disturbance to the working area during KM's performance of Services.
- 4.3 If the Employee have reasonable concern in the environment, or task they have to work in (e.g. working on excessive height, or handling excessive weights without proper safety measures), they have the right to stop the Services and advise the Customer's Contact. Customer shall address to concerns of the Employee and provide any reasonable assistant as maybe required.
- 4.4 The Customer shall ensure that all the hardware and software they use shall not infringe any intellectual property rights of any third party.
- 4.5 A single point of Customer's Contact shall be assigned for coordination and arrangement of the Services.
- 4.6 The Customer shall update KM with 7 days of prior written notice for a change of Customer's Contact. The Customer shall liaise and give adequate instructions and details to the Employee for providing the Services.
- 4.7 The Customer shall not, during the subsistence of s service period, or within 12 months immediately upon the termination of Services, whether alone or jointly, through its group of companies, or its directors, managers, partners, shareholders, employees thereof, directly or indirectly solicit or endeavour to employ or to enter into a service agreement or consultant agreement with, or otherwise entice away any of the Employee from the employment of KM.

5. DUTIES OF KM

- 5.1 KM shall provide, at its own expense, Employee with suitable and adequate technological knowledge, experience and expertise to provide the Services to the Customer.
- 5.2 KM shall ensure it has all rights, licences and consents, for the provision of Services which shall not infringe any intellectual property rights of any third party.
- 5.3 KM shall ensure to take good care when handling Customer's property during Services provision. KM will follow the Customer's prior instructions for and need of special attention or handling. However KM shall not be responsible for any damages or loss to Customer's property save and except the same is caused by the wilful act or wilful default of the Employee. If during the process of carrying out the Services, the Employee notices that there are existing damages on the Customer's property, the Employee shall inform the Customer immediately.

6. ENTRY INTO CUSTOMER'S PREMISES

If the Services mentioned in the Quotation have to be carried out in premises of the Customer other than the Services Location, the Employee shall be allowed to enter into such premises. KM will take all reasonable measures to avoid damages to the premises or properties of the Customer but KM will not accept any liability and/or responsibility for any damage done accidentally.

7. SUBCONTRACTING

KM may at its sole discretion subcontract any portion of the Services without prior written notice to the Customer. If KM subcontracts part or all of the provision of the Services, KM undertakes to procure that the relevant subcontractor, to the extent applicable, complies with the obligations of KM under this T&C and KM further undertakes that it shall enter into a written agreement with such subcontractor which terms shall incorporate, to the extent applicable, the terms and conditions contained herein. KM shall be solely responsible for ensuring that each subcontractor has the necessary licenses, authorisations, competencies, capabilities and capacities to perform the Services.

8. TERM & TERMINATION

- 8.1 The Services shall be subject to Minimum Term set out in the Quotation, unless otherwise terminated pursuant to other provisions of this T&C.
- 8.2 The parties hereto may terminate the Services, and its respective obligations under this T&C, as follows:
 - (a) by KM, if any of the sums payable hereunder or any other indebtedness is not paid by the Customer within 14 days from the due date;
 - (b) by KM, if a bankruptcy petition relating to the Customer is presented, or the Customer enters into compulsory or voluntary liquidation, or have a receiving order made against it, or makes any arrangement with its creditors or makes any assignment for the benefit of such creditors;
 - (c) by any party hereto upon written notice to the other party if the other party hereto materially breaches any term of this T&C or otherwise fails to satisfy any promise or covenant made herein, and further provided that such party shall fail to cure said breach or failure within 30 days' period;

- (d) by KM, with or without cause, upon 30 days' written notice of intent to terminate to Customer;
 - (e) by KM, if the Customer fails to provide suitable working environment, or necessary utilities to KM within 1 month from the Commencement Date, the Customer is deemed to have surrendered or given up the Services, and all monies paid by the Customer will be absolutely forfeited by KM
 - (f) by either party, if any of the Force Majeure Events set out hereunder happened.
- 8.3 Upon expiration of the Minimum Term, the Services shall be automatically renewed to a Renewed Term unless:-
- (a) the Customer notifies KM in writing for termination at least 30 days before the expiration of the Minimum Term or any Renewed Term.; or
 - (b) KM notifies the Customer in writing for termination before the expiration of the Term or any Renewed Term.
- 8.4 All the terms and conditions, (except the Service Charges mentioned herein which is to be agreed by both parties prior to autorenewal) of Services will continue to be valid and effective during a Renewed Term.
- 8.5 Renewal Fee will be informed to the Customer prior to end of the current service period. Customer shall be deemed to agree to continue to subscribe the Services for a Renewed Term under the Renewal Fee if KM does not receive any notice from Customer of the contrary as per Clause 8.3 (a).

9 EFFECTS OF TERMINATION

- 9.1 Termination of Services for any reason shall not affect the right of KM to:-
- (a) recover from the Customer any monies due to KM on or before such termination or in consequence thereof including any sums which, if incurred prior to the relevant date, would be payable;
 - (b) recover from the Customer any costs and expenses incurred by KM in collecting any payments due under the Services or otherwise in obtaining the due performance of the obligations of the Customer under this T&C;
 - (c) recover from the Customer any damages for breach of this T&C;
 - (d) suspend any further Services or other obligations to the Customer (without being liable to Customer for any losses so caused).
- 9.2 Without prejudice to KM's rights to claim damages, if the Customer terminates the Services prior to the expiration of the Minimum Term, the Customer become immediately liable to pay to KM an amount comprising the aggregate of:
- (a) all arrears of monies accrued due and unpaid under the terms of this T&C together with interest thereon at the Default Rate; and
 - (b) any costs and expenses incurred by KM in collecting any payments due under this T&C or otherwise in obtaining the due performance of the obligations of the Customer under this T&C.
 - (c) liquidated damages suffered by KM for the loss of profit in respect of the unexpired term of Services calculated of the Monthly Charge payable for the remaining Minimum Term hereof, and the parties hereto hereby acknowledge and agree that the liquidated damages stated herein is a genuine pre-estimate of the loss of profit KM shall suffer, but not a penalty payable by the Customer, provided that there is no breach of any material term(s) of this T&C on the part of KM.
- 9.3 Termination of Services by KM shall not discharge the Customer from any existing obligations accrued due on or prior to the date of termination.
- 9.4 The rights and remedies granted to KM pursuant to this T&C are in addition to, and shall not limit or affect, any other rights or remedies available at law or equity.

10 INDEMNITY

- 10.1 Each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with the Services and this T&C. This indemnification will survive the termination of Services.
- 10.2 In the event of any third party claim or action for which the indemnified party is entitled to seek indemnification under this clause, (a) the indemnified party shall promptly notify the indemnifying party of the claim; (b) the indemnifying party may, at its option, elect to assume control of defense and settlement of the claim; (c) the indemnified party shall provide the indemnifying party with assistance in the defense as the indemnifying party reasonably requests and (d) the indemnified party shall not incur costs or expenses for the indemnifying party's account without the indemnifying party's prior consent.

11 LIMITATION OF LIABILITY

- 11.1 KM shall not be responsible for any decorative or structural defect of Customer's property e.g. ill-fitting windows, open, unsecured windows doors, leaking seals, rotting frames, flaking paint or open/broken vents etc., damages or loss caused to the Customer or its employees or properties save and except the same is caused by the wilful act or default of the Employee.
- 11.2 KM shall not be liable for any delay or deficiency in providing the Services if such delay or deficiency results from the Customer's failure to perform its duties under this T&C or due to any cause beyond KM's reasonable control.
- 11.3 KM shall have no liability for any claims, actions, damages or other costs arising out of or in connection with any content, material, documents or other information (including without limitation trademarks, copyrighted material) provided to KM by the Customer.
- 11.4 In no event shall KM be liable to Customer, any employee, agent or contractor of Customer, or any third party, for any loss of profits, loss of business, or indirect, incidental, special, consequential, exemplary or punitive damages arising out of or related to the Services and/or this T&C even if KM has been advised of the possibility thereof. KM's liability to Customer shall in no event exceed the total amount paid by Customer to KM for the Services.

12 WARRANTIES

- 12.1 KM hereby warrants that if any equipment or materials is/are to be used by KM under the Services, the same shall be performed or installed by KM in a workmanlike manner, consistent with generally prevailing industry standards for comparable services, and in compliance with the requirements of this T&C.
- 12.2 KM makes no warranties, expressed or implied, to any warranties of merchantability, fitness of the Services or equipment for a particular purpose, any warranty arising by the course of dealing, or course of performance or any warranty that the Services will meet Customer's requirement. KM does not warrant that the Services will be without failure, delay, interruption, or error.

- 13 CONFIDENTIALITY
- 13.1 KM agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which KM has obtained, except as authorized by the Customer or as required by law. The obligations of confidentiality will apply during the Service Period and will survive indefinitely upon termination of Services until the Confidential Information is no longer confidential.
- 13.2 The following information shall not be deemed as Confidential Information and KM shall have no obligation with respect to such information:
- (a) which is already in the possession of KM at the time of disclosure; or
 - (b) which is already available to the public at the time of disclosure; or
 - (c) which becomes available to the public without fault of KM; or
 - (d) which is subsequently rightfully received by KM from a third party without notice of restriction on further disclosure; or
 - (e) which is developed by KM independently.
- 13.3 The Customer shall not use the name, brand or logo of KM or its affiliates or refer to KM or any its affiliates or the subject matter the Services directly or indirectly in any public announcement or communication, including on any website or in any print, broadcast or online advertisement, sales presentation, marketing letter, news release or release to any professional or trade publication or any written or oral communication with any media organization, government agency, department or authority or any jurisdiction, with KM's prior written approval.
- 14 PERSONAL DATA (PRIVACY) ORDINANCE
- KM acknowledges that the Confidential Information may consist of personal data and be subject to the provisions of the Personal Data (Privacy) Ordinance, Chapter 486 of the laws of the Hong Kong Special Administrative Region ("PDPO"). KM agrees to comply with the provisions of the PDPO, and all other relevant laws and regulations, with respect to the Confidential Information, as if it were a data user as defined in the PDPO.
- 15 FORCE MAJEURE
- Neither party hereto shall be deemed in default of the T&C to the extent that performance of its obligations (other than an obligation of payment) or attempts to cure any breach are delayed or prevented by reason of any Force Majeure Event.
- 16 ASSIGNMENT OF RIGHTS
- KM may at any time assign all or part of its interest in the Services and/or this T&C or its rights hereunder to any person or corporation. The Customer may not without the prior written consent of KM assign or transfer all or part of its interest in the Services and/or this T&C or its rights hereunder to any person or corporation.
- 17 MODIFICATIONS AND WAIVER
- The parties hereto may, by mutual agreement, amend any provision of this T&C, and any party hereto may grant consent or waive any right to which it is entitled hereunder or any condition to its obligations hereunder, provided that each such amendment, consent or waiver shall be agreed by both parties and shall be in writing.
- 18 INDEPENDENT CONTRACTOR
- In providing the Services under this T&C, it is expressly agreed that KM is acting as an independent contractor and not as an employee. KM and the Customer acknowledge that the Services under this T&C is exclusively a contract for services and does not create a partnership or joint venture between the parties, .
- 19 CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE
- The parties hereby declare that nothing in this T&C confers or purports to confer on any third party any benefit or any right to enforce any term of this T&C pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong Special Administrative Region).
- 20 ENTIRE AGREEMENT
- The Quotation, this T&C and other attachments thereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, quotation, purchase orders, understandings and negotiations, whether oral or written, between the parties hereto with respect to such subject matter, unless otherwise explicitly agreed in writing by the parties.
- 21 LAWS AND JURISDICTION
- This T&C shall be governed and construed in accordance with the laws of the Hong Kong Special Administrative Region and any disputes arising from the Services and/or this T&C shall be subject to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

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