PLANT MAINTENANCE
SERVICE TERMS & CONDITIONS

Planters BioCare Webshop Services

Provider	Planters Horticulture LLC
Contact	**biocaresupport@planters.ae**
Document status	Webshop Maintenance Terms and Conditions

Important: The minimum term, recurring payment, automatic renewal, replacement coverage and cancellation requirements form part of the Contract and should be displayed prominently during checkout.

1. About These Terms

1.1 These Terms and Conditions ("Terms") govern the provision of plant maintenance services by [insert full Planters legal entity name], trading as "Planters", with trade licence number [insert] and registered address at [insert] ("Planters", "we", "us" or "our").

1.2 The person or organisation purchasing the Services is referred to as the "Client", "you" or "your".

1.3 These Terms, the webshop order confirmation, the selected maintenance package and any agreed site-specific requirements together form the "Contract".

1.4 If there is a conflict between these Terms and the order confirmation, the order confirmation will take precedence only in relation to the specific service, price, site or plant information recorded in it.

1.5 By completing the webshop checkout and accepting these Terms, the Client confirms that:

a. it has read and accepted these Terms;

b. the information supplied during checkout is complete and accurate;

c. where the Client is an organisation, the person completing the order has authority to enter into the Contract on its behalf.

2. Order Acceptance and Service Commencement

2.1 Submission of an order through the webshop constitutes an offer by the Client to purchase the selected Services.

2.2 The Contract is formed when Planters issues an order confirmation or begins providing the Services, whichever occurs first.

2.3 All orders remain subject to confirmation that the site is within Planters' service area, suitable technicians are

available, the plant count and site information are accurate, the site can be accessed safely, and payment has been successful or invoice terms have been approved.

2.4 The "Service Commencement Date" is the date of the first scheduled maintenance visit.

2.5 Planters may decline or cancel an order before the first service visit where the Service cannot reasonably or safely be provided. Any advance payment for Services not provided will be refunded.

3. Scope of the Services

3.1 The Services apply only to plants included in the selected maintenance package and confirmed in the order or subsequently recorded by Planters.

3.2 The Client must select Planters BioCare Assured, Planters BioCare Flex or Planters BioCare Essential when placing the order.

3.3 The Services included within each tier are set out in Schedule 1. The selected tier, applicable Fees, number of covered plants and service location will be recorded in the order confirmation.

3.4 All three service tiers include the following routine maintenance activities for covered plants:

a. soil-moisture testing, watering and sub-irrigation reservoir refilling, where applicable;

b. reasonable soil aeration;

c. removal of spent or damaged foliage;

d. routine pruning, trimming and shaping;

e. application of indoor-appropriate plant nutrients or fertilisers where reasonably required;

f. proactive inspection for visible signs of pests or disease;

g. reasonable treatment using suitable, indoor-appropriate pest-control products;

h. dusting or wiping of foliage;

i. wiping of accessible pots and planters;

j. reasonable adjustment or dressing of decorative moss;

k. rotation of movable pots where appropriate to encourage balanced light exposure;

l. identification and reporting of visible lighting, HVAC or environmental stress;

m. clearing fallen leaves and light sweeping of the immediate work area;

n. taking reasonable precautions to protect floors from water drips during the visit;

o. digital recording of service visits; and

p. periodic supervisor quality checks at Planters' discretion.

3.5 The activity undertaken during each visit will depend on the condition and reasonable horticultural requirements of the covered plants. Not every activity in clause 3.4 will necessarily be required or performed during every visit.

3.6 Plant replacement coverage is determined by the selected service tier and is subject to Sections 14 and 15.

3.7 Unless expressly stated in the order confirmation, the Services do not include initial supply or installation, complete soil replacement, relocation or redesign, major pruning or removal, structural repairs, artificial or preserved plant maintenance, specialist access, disposal, specialist regulated pest control, third-party damage repair, or emergency

and additional visits.

3.8 Any excluded or additional service may be separately quoted and charged if requested by the Client and accepted by Planters.

3.9 Plants, pots and displays remain the property and risk of the Client unless the order expressly states that they are rented or owned by Planters.

3.10 Planters may use appropriately trained employees, technicians, subcontractors or substitute personnel to provide the Services.

4. Plant Count and Initial Site Inspection

4.1 Each individual live plant will be counted as one plant, irrespective of its height, size, species or maturity.

4.2 A pot, planter, trough or other container holding more than one individual plant will be counted according to the number of individual plants contained within it, unless the order expressly applies a separately agreed price for the complete arrangement.

4.3 Green walls, densely planted arrangements and specialist installations may be counted or priced separately according to their plant density, configuration and maintenance requirements.

4.4 The Fees are based on the number of plants and site information supplied by the Client during checkout.

4.5 Planters may verify the plant count, species, size, condition and location, pot or irrigation type, environmental and access conditions, and reasonable maintenance requirements during the first or any subsequent visit.

4.6 Planters may photograph or otherwise record the number, type, location and apparent condition of covered plants for service administration, quality control, contract verification and replacement assessment.

4.7 If the actual plant count, plant condition, site conditions or maintenance requirements materially differ from the information supplied, Planters may maintain only the contracted number, exclude additional uncontracted plants, revise the quotation or subscription, or terminate if the Client does not accept the revised scope within seven calendar days of written notice.

4.8 Planters will ordinarily notify the Client of a material discrepancy and provide a reasonable opportunity to amend the subscription before terminating the Contract.

5. Visit Frequency and Scheduling

5.1 The standard Service includes four scheduled technician visits per calendar month, ordinarily at approximately weekly intervals.

5.2 The Service does not guarantee a visit on the same weekday, visits exactly seven days apart, a specific technician, or more than four visits in a month containing five calendar weeks.

5.3 Planters may reasonably reschedule a visit due to staff availability, public holidays, transport disruption, site restrictions, safety concerns, Force Majeure or events outside Planters' reasonable control.

5.4 Where possible, Planters will notify the Client of a material change to an agreed visit date or service window.

5.5 Additional or emergency visits are excluded and will be separately chargeable if requested and accepted.

6. Site Access and Client Responsibilities

6.1 The Client must provide safe, timely and uninterrupted access during the agreed service window.

6.2 The Client is responsible for arranging and paying for required permits, gate passes, security clearance, parking or loading access, service lifts and building-management authorisations.

6.3 If access is unavailable or materially delayed for reasons outside Planters' control, the visit will be treated as completed and count towards the four monthly visits.

6.4 Planters is not obliged to reschedule a missed-access visit but may do so subject to availability and an additional charge.

6.5 The Client must maintain reasonably suitable light, temperature, ventilation, humidity, air-conditioning and water conditions; protect plants from construction dust, chemicals, heat, animals, pests and physical damage; report relevant problems promptly; notify Planters before moving a plant; and provide accurate service information.

6.6 Unless agreed with Planters, the Client must not, and must not permit another person to, water, prune, fertilise, chemically treat, repot, relocate or otherwise materially interfere with covered plants or related irrigation systems.

6.7 Planters will not be responsible for deterioration, damage or loss caused or contributed to by a failure to comply with this Section.

7. Working at Height and Safe Working Conditions

7.1 The Client must provide safe access to all service areas.

7.2 Planters is not required to undertake work at height or use equipment its personnel reasonably consider unsafe, unsuitable or non-compliant.

7.3 Maintenance of green walls or displays positioned more than three metres above floor level requires prior assessment and may require separately chargeable specialist equipment, permits, personnel or subcontractors.

7.4 Client-provided access equipment may be used only where expressly agreed. Planters may inspect and reject equipment it considers unsafe or unsuitable.

7.5 Planters may defer or suspend affected work without liability until safe and suitable arrangements are agreed.

8. Fees, VAT and Payment

8.1 The Client shall pay the monthly fee displayed at checkout or stated in the order confirmation ("Fees"), together with VAT and other applicable taxes. Confirmation of payment will be sent to the Client within 48 hours of receipt.

8.2 Unless stated otherwise, Fees are collected monthly in advance through the Client's registered payment method.

8.3 By selecting a recurring subscription, the Client authorises Planters and its payment-service provider to charge the registered payment method for recurring Fees.

8.4 The Client must maintain a valid payment method and accurate contact and billing information.

8.5 Payment by invoice is available only where expressly approved by Planters. Approved invoices are payable within 30 calendar days of the invoice date.

8.6 Payment is not satisfied until Planters receives the full amount in cleared funds.

8.7 Where a payment is declined, reversed or unsuccessful, Planters may retry the payment, request an alternative payment method, and recover reasonable third-party charges where legally permissible.

8.8 The Client must notify Planters of a genuine billing dispute within seven calendar days. Any undisputed amount remains payable when due.

8.9 Except where required by law or stated in these Terms, Fees paid for completed, scheduled or properly treated-as-completed visits are non-refundable.

8.10 All credit/debit cards' details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties in accordance with UAE laws

8.11 Visa or MasterCard debit and credit cards in AED will be accepted for payment

8.12 We will not trade with or provide any services to OFAC and sanctioned countries

8.13 Customer using the website who are Minor /under the age of 18 shall not register as a User of the website and shall not transact on or use the website

8.14 Cardholder must retain a copy of transaction records and https://planters.wc-1.previewbay.com/ policies and rules

8.15 User is responsible for maintaining the confidentiality of his account

8.16 Once the payment is made, the confirmation notice will be sent to the client via email within 24 hours of receipt.

9. Late Payment and Suspension by Planters

9.1 If an amount remains unpaid after its due date, Planters may issue written notice requiring payment.

9.2 If payment is not received within seven calendar days of that notice, Planters may suspend the Services until all outstanding amounts are received in cleared funds.

9.3 Planters may suspend immediately where an advance payment fails or is reversed, fraud is reasonably suspected, the Client repeatedly pays late, site conditions are unsafe or unlawful, personnel face abusive or threatening conduct, or access and approvals are repeatedly withheld.

9.4 Planters will notify the Client when Services have been suspended via their registered email.

9.5 Suspension does not cancel amounts due, waive termination rights, or relieve the Client of Fees falling due during the Initial Term or notice period.

9.6 Planters is not responsible for deterioration, damage or loss arising during a suspension caused by the Client.

9.7 Planters may require payment of all arrears and registration of a valid recurring payment method before resuming Services.

10. Initial Term, Rolling Renewal and Client Termination & Cancellation

10.1 The Contract begins on the Service Commencement Date and continues for an initial minimum term of three calendar months ("Initial Term").

10.2 The Client may not terminate for convenience during the Initial Term.

10.3 After the Initial Term, the Contract continues automatically on a monthly rolling basis unless terminated under these Terms.

10.4 After the Initial Term, the Client may terminate by giving at least 30 calendar days' written notice.

10.5 The Client remains responsible for Fees falling due during the Initial Term and applicable notice period.

10.6 Notice of termination must be submitted through the Client's webshop account or emailed to **biocaresupport@planters.ae**. Notice given verbally or solely to a visiting technician is invalid.

10.7 The Client may terminate for Planters' material breach where written details are given and Planters fails to remedy a remediable breach within 14 calendar days, provided the breach materially prevents the Services.

10.8 Termination does not affect rights, payment obligations or liabilities arising before termination.

10.9 For services that are cancelled in between billing cycles, the days completed will be charged at pro-rated value based on the number of days in the billing cycle. The initial full month will be deducted and then the balance credited back to the client on the mode of payment as per the final date of the notice period.

10.10 For services cancelled on the renewal of the billing period, the exact period will be taken and then no further charges will be made

10.11 Confirmation of cancellation and final dates of service will be shared with the client via the registered email on the submission of the required cancellation request.

11. Client-Requested Temporary Pause

11.1 After completing the Initial Term, the Client may request a temporary pause for a maximum of 30 consecutive calendar days.

11.2 A pause requires at least 30 calendar days' advance written notice, Planters' written approval, a fully paid account, and is limited to one pause in any rolling 12-month period.

11.3 Services and recurring Fees will automatically resume at the end of the approved pause without further notice.

11.4 A pause does not cancel or defer amounts already due.

11.5 Planters is not responsible for deterioration, damage or replacement requirements arising during an approved pause.

11.6 Remedial treatment or replacement required following a pause may be separately assessed and charged.

11.7 Confirmation of the Pause will be submitted to the the client on receipt of the request and receiving the required approvals.

12. Termination by Planters

12.1 Planters may terminate for convenience by giving 30 calendar days' written notice.

12.2 Where Planters terminates for convenience, advance Fees relating exclusively to Services due after termination will be refunded.

12.3 Planters may terminate immediately or on shorter notice if the Client fails to pay within 14 days of the due date; repeatedly denies safe access; provides materially inaccurate information; refuses a required scope amendment; damages or interferes with plants; abuses personnel; requires unsafe or unlawful work; commits an irremediable material breach; or fails to remedy a remediable material breach within seven days of notice.

12.4 No refund is payable where Planters terminates because of Client breach, except where required by law.

12.5 Termination will be confirmed by Planters to the client via email within 48 hours of the termination date.

13. Fee and Service Adjustments

13.1 Planters may revise the Fees by giving at least 30 calendar days' written notice.

13.2 A general revision may reflect inflation, labour and transport costs, supplier and material prices, taxes and government charges, and other reasonable service operating costs.

13.3 A general increase will not take effect during the Initial Term except where required by law or resulting from VAT, tax or government charges.

13.4 The Initial Term protection does not apply to changes arising from increased plant numbers; differing plant size, type, condition or location; changed access or service requirements; or additional work, visits, equipment or specialist services.

13.6 If the Client does not accept a revised Fee caused by a scope change, Planters may maintain only the existing scope or terminate the affected Services on notice.

13.7 After the Initial Term, the Client may terminate before a materially disadvantageous general increase takes effect and remains responsible for Fees accrued to termination.

13.8 In case of refund in any case, refunds will be done only through the Original Mode of Payment and will be processed within 10 to 45 days depends on the issuing bank of the credit card. All refunds will require Planters Management Approval before processing.

14. Plant Health and Replacement Coverage

14.1 Plants are living products whose health, growth and appearance are affected by environmental conditions, natural seasonal variation and factors outside Planters' reasonable control.

14.2 Planters does not guarantee continuous flowering or uninterrupted growth, a completely unchanged appearance, complete freedom from normal leaf loss, pests or disease, or indefinite survival.

14.3 Natural seasonal change, reasonable leaf loss and minor variations in colour, density, shape or growth do not by themselves qualify a plant for replacement.

14.4 Replacement coverage is determined by the selected tier: BioCare Assured provides like-for-like replacement at no additional replacement cost, subject to reasonable availability; BioCare Flex provides a suitable cost-effective alternative selected by Planters at no additional replacement cost; and BioCare Essential excludes replacement, which is separately quoted at retail price.

14.5 An "Eligible Covered Plant" is a live plant included in the verified plant count, covered by an active Assured or Flex subscription, which has died or materially declined in health or visual condition and is not excluded under Section 15.

14.6 Plants that are unhealthy, visually declining or experiencing plant-health issues before the Service Commencement Date may qualify as Eligible Covered Plants under Assured or Flex.

14.7 Pre-existing plant-health problems will not, by themselves, exclude a plant. This initial coverage is a sign-up benefit of Assured and Flex and no minimum waiting period applies.

14.8 Planters may record initial condition and determine whether an affected plant should receive treatment, remain under observation for a reasonable period, or be approved for replacement.

14.9 Planters may attempt treatment before replacement where the plant has a reasonable prospect of recovery.

14.10 The Client must promptly report material deterioration occurring after the first visit and allow Planters a reasonable opportunity to inspect and treat the plant.

14.11 Coverage applies while the subscription is active and fully paid, safe access is provided, the Client complies with the Contract, the plant remains at the contracted location, and Planters can reasonably inspect and address it.

BioCare Assured replacements

14.12 An Eligible Covered Plant will be replaced with the same species and an equivalent size, maturity and specification at no additional replacement charge.

14.13 A replacement is like-for-like where materially equivalent. Minor natural differences in height, maturity, shape, colour or density are acceptable.

14.14 If a suitable like-for-like replacement is temporarily unavailable, Planters may source it within a reasonable period, provide a temporary substitute, or offer a reasonably equivalent alternative.

14.15 Planters will not permanently substitute a different species under Assured without Client approval.

BioCare Flex replacements

14.16 An Eligible Covered Plant will be replaced at no additional replacement charge with a suitable and cost-effective alternative selected by Planters.

14.17 The Flex replacement may differ in species, size, maturity, shape, colour or appearance.

14.18 Planters may consider site conditions, durability, maintenance requirements, availability, supply cost, approximate original value and overall display suitability when selecting a Flex replacement.

BioCare Essential replacements

14.19 Replacement plants are excluded from Essential monthly Fees.

14.20 Planters may recommend replacement options, but the Client is not required to purchase one.

14.21 An approved replacement is charged at the applicable retail price together with identified delivery, installation,

removal or disposal charges.

14.22 The Client may select from options reasonably available from Planters at the time.

General replacement conditions

14.23 A replacement supplied under Assured or Flex becomes covered under the existing subscription while the Contract remains active.

14.24 Coverage protects against genuine plant failure and does not entitle the Client to replace a reasonably healthy plant solely for preference.

14.25 There is no fixed quarterly limit on the number of Eligible Covered Plants replaced under Assured or Flex.

14.26 Planters may investigate repeated or concentrated replacement requirements and may require changes to plant selection or location, recommend resilient alternatives, require environmental corrections, revise scope or Fees on notice, or prospectively exclude a specific location if reasonable corrective measures are not implemented.

14.27 Any exclusion or revised scope under clause 14.26 will apply prospectively and be communicated in writing.

15. Replacement Exclusions

15.1 A plant will not be excluded from Assured or Flex solely because it was unhealthy, visually declining, diseased or experiencing plant-health problems before the Service Commencement Date.

15.2 Coverage does not apply where death, damage or material deterioration is caused or materially contributed to by unsuitable environmental conditions not corrected after notice; construction, dust, chemicals, heat, leaks, flooding or utility interruption; Client or third-party interference; physical damage, theft or vandalism; denied access; a Client pause; suspension for Client breach; failure to report known problems; failure to implement reasonable corrective measures; a Force Majeure Event; or normal seasonal variation.

15.3 Coverage excludes uncontracted plants, artificial or preserved plants, dried materials, moss walls, healthy plants requested for aesthetic change, and plants expressly identified in the order as outside the selected service tier.

15.4 A plant is not excluded solely because of height or size, but delivery, installation or maintenance requiring specialist access, lifting, personnel or work at height may be separately charged.

15.5 Green-wall plants are excluded from standard replacement coverage unless expressly included in the order confirmation.

15.6 Planters will act reasonably when determining eligibility and may rely on observations, photographs, service records, environmental conditions and contractual compliance.

15.7 Nothing in this Section excludes responsibility expressly accepted by Planters or liability that cannot lawfully be excluded.

15.8 A List of excluded plants is included on the Webshop and is updated regularly. The exclusion is live from the date the plant is added to that list. If you have previously received replacements for a plant that was replaceable but is now excluded, you will receive notice at time of next replacement. For circumstances where a plant replacement is now illegal as per local law due to plant restrictions, then Planters will not provide like for like replacement under any circumstance.

16. Complaints and Service Issues

16.1 Complaints must be emailed to **biocare@planters.ae** and include the Client's name and order number, service-site address, issue description and supporting photographs where reasonably available.

16.2 The Client should report an alleged missed visit or visible service issue within seven calendar days of the relevant visit or discovery.

16.3 Planters will acknowledge and use reasonable endeavours to investigate and respond within 14 calendar days.

16.4 Planters does not guarantee full resolution within 14 days where inspection, treatment, replacement or third-party input is required.

16.5 The Client must provide reasonable access and an opportunity to inspect and remedy an alleged failure before arranging third-party work or seeking reimbursement.

16.6 Where a material service failure is confirmed, Planters may repeat or complete the Service, treat the affected plant, replace an eligible plant, or provide an appropriate credit or refund.

17. Liability

17.1 Planters will provide the Services with reasonable care and skill.

17.2 To the maximum extent permitted by law, Planters is not liable for indirect or consequential loss; loss of profit, revenue, business, opportunity, goodwill or savings; loss arising from Sections 6 or 15; or loss reasonably avoidable by following instructions or promptly reporting an issue.

17.3 To the maximum extent permitted by law, Planters' total aggregate liability arising from the Contract will not exceed the Fees paid or payable during the three months immediately preceding the event giving rise to the claim.

17.4 Nothing excludes liability for fraud, death or personal injury caused by negligence, mandatory consumer rights, or liability that cannot lawfully be limited.

18. Force Majeure and Events Outside Planters' Control

18.1 A "Force Majeure Event" means an event or circumstance outside the reasonable control of the affected party which prevents, materially delays or materially restricts performance.

18.2 Force Majeure Events may include severe weather, flood, fire, explosion, natural disaster, structural damage, road or transport disruption, movement restrictions, war, armed conflict, terrorism, civil disorder, government action, legal change, building closure, security restriction, evacuation, epidemic, pandemic, public-health measures, utility or IT failure, industrial action, import or customs disruption, supply shortages, third-party access or approval failure, or a comparable unavoidable event.

18.3 Planters is not in breach or liable for a missed visit, delay, reduced Service or inability to complete the Service to the extent caused by Force Majeure.

18.4 Planters may reschedule, attend at an alternative reasonable time, provide a reduced Service where safe, or temporarily suspend affected Services.

18.5 Planters will use reasonable efforts to minimise the effect and resume normal Services when practicable.

18.6 Fees for Services already provided or properly completed before Force Majeure remain payable.

18.7 If Force Majeure prevents material Services for more than 30 consecutive calendar days, either party may terminate the affected Contract by written notice.

18.8 Planters will refund or credit advance Fees relating exclusively to Services after the resulting termination date, less amounts due.

19. Personal Data Marketing and Communications

19.1 Planters will process personal data as reasonably necessary to establish and administer the Contract, process payments, provide and monitor Services, communicate, handle complaints and comply with legal obligations.

19.2 Personal data will be handled in accordance with Planters' Privacy Notice at Privacy Policy | Planters Landscaping UAE.

19.3 Planters may share relevant data with employees, technicians, advisers, payment providers and subcontractors where reasonably necessary.

19.4 Service-related payment, visit, renewal, suspension and termination messages cannot be opted out of while the Contract remains active.

19.5 Client contact details provided during checkout may be used to send marketing related communications. The Client may unsubscribe without affecting Services or service communications.

19.6 By completing checkout, the client agrees that the company may photograph completed plant displays for promotional use on social media, website and marketing materials, unless the client opts out via the checkbox provided at checkout.

19.7 https://planters.wc-1.previewbay.com/ takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. However https://planters.wc-1.previewbay.com/) cannot guarantee the security of any information that is disclosed online

20. Notices

20.1 A contractual notice must be sent to Planters at **biocare@planters.ae** and to the Client at the most recent email address registered on its account.

20.2 The Client is responsible for keeping its contact details current.

20.3 An email notice is treated as received on the first working day after transmission, provided no automated delivery-failure message is received.

20.4 Routine operational communications may be made by email, telephone, messaging application or through the Client's webshop account.

21. Webshop Information, Discounts, Pricing and Relocation

Webshop information and errors

21.1 Planters uses reasonable efforts to ensure service descriptions, prices, discounts and other webshop information are accurate.

21.2 If an obvious pricing, technical or description error is identified before Services begin, Planters may request confirmation at the correct price or scope, or cancel and refund the advance payment.

Discounts

21.3 A discount recorded in the initial order confirmation remains valid while the Contract is active, the Client satisfies its conditions and the information on which it was calculated remains materially unchanged.

21.4 Discount conditions may include a specified payment method, recurring payment, plant count, service tier, location or service area, minimum term, or another condition clearly stated at checkout or in the order confirmation.

21.5 If the Client changes or ceases to satisfy a condition, Planters may withdraw the discount, recalculate the Fees, or apply another eligible discount.

21.6 Planters will give written notice before withdrawing or recalculating an ongoing discount. Revised Fees apply prospectively from the specified date.

21.7 Withdrawal does not permit recovery of discounts properly applied before circumstances changed, unless obtained through inaccurate, misleading or fraudulent information.

21.8 Promotional offers and codes are subject to stated conditions, cannot be combined unless permitted, have no cash value, and may be withdrawn or corrected if misused.

Change of service scope or location

21.9 Fees and discounts are based on the agreed location, plant count, tier, visit requirements, access arrangements and order information.

21.10 The Client must give reasonable advance written notice of a proposed scope or location change, including moving home or relocating covered plants.

21.11 A location change does not automatically transfer the existing Contract or guarantee the same Fees, discount, schedule or tier.

21.12 Planters may assess the new service area, distance, access, parking, plant count and condition, environment and practical cost of service.

21.13 Planters may retain the existing rates, revise Fees or discounts on notice, propose another tier or schedule, or decline the new location.

21.14 Where relocation is agreed, the previous-location Contract terminates on the transfer date and a replacement Contract begins for the new location and supersedes it, recording the revised location, plant count, tier, Fees,

discount and commencement date.

21.15 The replacement Contract may have a new Initial Term where clearly stated and accepted before transfer.

21.16 Planters will not charge simultaneously for both locations where Services are transferred from one to the other.

21.17 Advance Fees for the previous location will be appropriately credited to the replacement Contract or the unused amount refunded.

21.18 If the Client keeps both locations active, each is a separate Contract and Fees for both are payable.

21.19 Planters may require a separate count, assessment, payment authorisation and confirmation for each active location.

22. Changes to These Terms

22.1 Planters may update these Terms for legal, regulatory, operational, security or service reasons by giving reasonable prior notice.

22.2 Changes apply prospectively and do not remove rights or liabilities already arising.

22.3 A materially disadvantageous change will not take effect during the Initial Term unless required by law.

22.4 After the Initial Term, the Client may terminate before a materially disadvantageous change takes effect by written notice.

23. Governing Law and DIFC Courts

23.1 This Contract and any non-contractual obligation arising from it shall be governed by the laws of the Dubai International Financial Centre, which in itself is under the the laws of the UAE.

23.2 Each party specifically, clearly and irrevocably agrees in writing that the DIFC Courts have exclusive jurisdiction over disputes concerning the Contract, including its existence, formation, validity, interpretation, performance, breach or termination.

23.3 Where a claim falls within the applicable jurisdiction and monetary limits, both parties expressly elect in writing for it to be heard by the Small Claims Tribunal of the DIFC Courts.

23.4 Nothing prevents lawful enforcement of a DIFC Courts judgment in a court of competent jurisdiction.

24. General Provisions

24.1 Entire agreement: The Contract is the entire agreement concerning the Services and replaces prior discussions or representations, without excluding fraud or fraudulent misrepresentation.

24.2 No waiver: A failure or delay to exercise a right does not waive it.

24.3 Severability: If a provision is invalid or unenforceable, it will be modified to the minimum necessary extent or removed without affecting the remainder.

24.4 Assignment: The Client may not transfer the Contract without Planters' written consent. Planters may transfer it to

an affiliate or business successor provided Client rights are not materially reduced.

24.5 No third-party rights: No non-party may enforce the Contract except a lawful successor or permitted assignee.

24.6 Continuing provisions: Payment, liability, data, disputes and provisions intended to continue survive termination.

24.7 Mandatory rights: Nothing limits mandatory consumer or other legal rights.

Effective date: [insert date] **Version:** [insert version number]

SCHEDULE 1 — SERVICE TIER COMPARISON

This Schedule forms part of the Contract. Replacement coverage is subject to Sections 14 and 15.

Deliverable Category	Deliverable Details	BioCare Assured	BioCare Flex	BioCare Essential
Plant Replacement Guarantee	Financial coverage and replacement protection for eligible covered plants that die or materially decline in visual condition.	100% included — no additional replacement charge	100% included — no additional replacement charge	Not included — quoted and billed separately
Replacement Selection	Species, size and specification applied when replacing an eligible covered plant.	Like-for-like: same species and equivalent size/specification, subject to availability	Suitable, cost-effective alternative selected by Planters	Client selects available option at retail price
Hydration and Soil Care	Soil-moisture testing, reservoir refills and reasonable soil aeration.	**Included**	**Included**	**Included**
Pruning, Trimming and Nutrition	Removing spent foliage, shaping growth and applying suitable indoor plant nutrients.	**Included**	**Included**	**Included**
Pest and Disease Control	Proactive visible leaf checks and reasonable indoor-appropriate pest treatments.	**Included**	**Included**	**Included**
Foliage Dusting and Pot Cleaning	Hand-wiping accessible leaves, wiping accessible planters and adjusting decorative moss.	**Included**	**Included**	**Included**
Rotation and Lighting Checks	Turning movable pots and reporting visible HVAC or lighting stress.	**Included**	**Included**	**Included**
Site Cleanliness	Clearing fallen leaves, light sweeping and taking reasonable precautions against water drips.	**Included**	**Included**	**Included**
Logging and Quality Audits	Digital service-visit tracking and periodic supervisor quality checks.	**Included**	**Included**	**Included**