



PURE BOTANY

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## Terms & Conditions

These Terms & Conditions govern the provision of all services provided by PURE BOTANY FZ-LLC. By engaging our services, the client agrees to the following terms:

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### 1. Scope of Services

Pure Botany provides bespoke botanical installations and maintenance services tailored to each project including but not limited to design, sourcing, installation, staff training and optional aftercare. The scope of each service will be outlined in a written proposal and contract.

### 2. Booking & Deposits

A non-refundable deposit may be required to confirm a booking of services. No services will be scheduled until the deposit is received. That is to make sure the necessary specimens and materials are reserved. Whether the deposit is required and its value will be outlined in a written proposal and contract.

### 3. Payment Terms & Discounts

The remaining balance is payable according to the schedule stated in the proposal or contract, typically within 14 days of the invoice date. Invoices are issued from the UAE and do not include VAT; the client is responsible for any applicable taxes under the reverse charge mechanism. All prices are quoted exclusive of applicable taxes, duties, or international transfer fees.

### 4. Changes & Cessation of Operations

Pure Botany reserves the right to amend, suspend, or discontinue any aspect of its services, pricing, or operations. Clients will be informed of changes affecting existing agreements. In case of permanent cessation, Pure Botany will notify clients and make reasonable efforts to fulfil obligations or provide suitable remedies.

### 5. Termination

Either party may terminate the agreement in writing. Pure Botany reserves the right to terminate immediately in cases of non-payment, unsafe working conditions, or breach of terms. The client remains responsible for payment of services rendered and any non-refundable costs incurred.



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### **6. Client Responsibilities**

To ensure the smooth and timely delivery of services, clients are expected to:

- Ensure safe, unobstructed, and adequate access to the site at all agreed times.
- Provide complete and accurate site information, and disclose any known hazards, restrictions, or special requirements in advance.
- Supply and install all necessary protective measures in the areas where works are to be carried out, prior to commencement.
- Provide the required number of staff members, when requested, to assist with loading, unloading, lifting, or moving items, materials, and plants.
- Respond promptly to requests for approvals, decisions, or additional information. Failure to do so may delay service delivery and may release Pure Botany from certain obligations.
- Cover all agreed and necessary travel expenses, as specified in the project contract.

### **7. Property Access & Responsibility**

Pure Botany exercises the utmost care during installations and maintenance. However, we cannot accept liability for property damage unless caused by demonstrable gross negligence. Clients must disclose any delicate materials or finishes in advance.

### **8. Limited Liability**

Pure Botany shall not be held liable for indirect, incidental, or consequential damages. Liability for any direct damages shall be limited to the extent of demonstrable negligence and proportionate to the cause. Any liability is further limited to available professional indemnity coverage.

### **9. Disclaimer of Warranty**

Pure Botany applies the highest available scientific knowledge and expertise to source and recommend the most effective solutions for each project. However, due to the natural variability of living plants, Pure Botany provides no guarantees, express or implied, regarding plant longevity or performance after installation unless covered by a separate maintenance agreement. Third-party product warranties will be passed on where applicable.



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### **9.1 Plant Health Disclaimer**

While Pure Botany provides expert care and guidance, we cannot guarantee the outcome of any treatment, and assume no liability for the decline or loss of plants, regardless of recommendations followed or conditions present. Plant vitality is subject to a wide range of environmental and biological factors beyond our control.

### **10. Intellectual Property**

All creative materials, including but not limited to designs, concepts, layouts, training materials and branding, remain the intellectual property of Pure Botany unless explicitly transferred in writing. Clients may not reproduce or distribute any part of our work without prior written consent.

### **11. Confidentiality & Non-Disclosure**

Pure Botany treats all client and project information as confidential. Details relating to vessels, residences, schedules, layouts, or operations will not be disclosed without written consent. We also honour client-issued NDAs and extend this commitment before, during, and after the project.

### **12. Subcontractors & Collaborators**

Pure Botany may engage trusted subcontractors or collaborators for specific project components. All such parties are bound by the same standards of confidentiality, quality, and discretion.

### **13. Force Majeure**

Pure Botany shall not be liable for delays or failure to perform services due to events beyond our reasonable control, including natural disasters, illness, supplier issues, or government restrictions.

### **14. Governing Law & Jurisdiction**

These Terms shall be governed by the laws of the United Arab Emirates. Any disputes shall fall under the exclusive jurisdiction of UAE courts unless otherwise agreed in writing.

### **15. Survival of Terms**

Provisions regarding confidentiality, intellectual property, limitation of liability, and governing law shall remain in force beyond termination or completion of services.

