



Parcom Hydrasun GmbH – Standard Terms and Conditions of Sale of Goods and Services

Multiple Solutions – One Company



## 1. INTERPRETATION

### 1.1 In these Conditions

“Affiliates”	means a subsidiary or holding company of any company or any other subsidiary of such a holding company (the terms “subsidiary” and “holding company” having the meanings assigned under Sections 15 et seq. of the German Stock Corporation Act (“Aktiengesetz”));
“Authorised Representatives”	means the authorised representatives of each of the Customer and Parcom Hydrasun;
“Conditions”	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and Parcom Hydrasun;
“Contaminant”	means any substance which could cause harm or damage to human health, the natural environment or equipment;
“Contract”	means the contract for the provision of Training Courses or Consultancy Services pursuant to any Quotation or Order and governed by these Conditions;
“Customer”	means the person who accepts a Quotation or whose Order is accepted by Parcom Hydrasun;
“Document”	includes, in addition to a document in Writing, any plan, design drawing, data or other image or any other record of any information in any form;
“Electronic Document Interchange System”	means the electronic document interchange arrangements and protocols agreed, established and currently in force between Parcom Hydrasun and the Customer;
“Free Issue Material”	means any material provided by or on the Customer's behalf which is to be used in the provision of the Service or incorporated into the Goods;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which Parcom Hydrasun is to sell or supply in accordance with these Conditions;
“Parcom Hydrasun”	means Parcom Hydrasun GmbH (registered in Germany under number HRB: 736767) with its registered office at Ewald-Renz-Str. 1, D-76669 Bad Schönborn;
“Parcom Hydrasun Group”	means Parcom Hydrasun, its Affiliates and its and their respective officers and employees (including agency personnel), but shall not include any member of the Customer;
“Input Material”	means any Document or other material (including Free Issue Material), and any data or other information provided by the Customer relating to the Contract;
“Order”	means the Customer's Written order for Services subsequently accepted by Parcom Hydrasun;
“Output Material”	means any Document or other material and any data or other information provided by Parcom Hydrasun relating to the Service;

- “Parties” means the Customer and Parcom Hydrasun;
- “Pollutant” means any harmful or potentially harmful substance which may cause contamination of the air, water or earth;
- “Price” means the price, exclusive of VAT, payable to Parcom Hydrasun by the Customer and as detailed in the Order or Quotation;
- “Quotation” means Parcom Hydrasun’s Written quotation for Services subsequently accepted by the Customer;
- “Recertification Goods” means any goods which are returned by the Customer under warranty or any other goods (whether such goods were originally supplied by Parcom Hydrasun or otherwise) in respect of which the Customer requires Parcom Hydrasun to provide recertification services;
- “Service(s)” means any Service to be provided by Parcom Hydrasun for the Customer detailed in any Order or Quotation;
- “UK/Germany/EU Trade Laws” means: (i) the Export Control Act 2002 and any secondary legislation made under the powers thereof including, but not limited to, the Export Control Order 2008; (ii) Council Regulation (EC) No. 428/2009 setting up a Community regime for the control of exports, transfer, brokering and transit of dual-use items; (iii) the German Foreign Trade and Payments Act ("*Außenwirtschaftsgesetz*"); and (iv) any UK or EU embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the Department for Business, Innovation and Skills (Export Control Organisation) and HM Treasury (Asset Freezing Unit) or their successors;
- “US Trade Laws” means: (i) the Export Administration Regulations and the International Traffic in Arms Regulations administered by the US Department of the Treasury (Bureau of Industry and Security) and the US Department of State (Directorate of Defence and Trade Controls); and (ii) any US embargoes and economic or financial sanctions of certain countries, persons and entities or bodies administered and implemented by the US Department of the Treasury (Office of Foreign Assets Control) (or its successors) acting under Presidential national emergency powers contained in the International Emergency Economic Powers Act or under authority granted by specific legislation;
- “Writing” and any similar expression, includes Electronic Document Interchange System, electronic mail, facsimile transmission and comparable means of communication.
- 1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.
- 1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

**2. BASIS OF SUPPLY**

- 2.1 Parcom Hydrasun shall sell or supply and the Customer shall purchase the Goods or Service in accordance with the Contract subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any Quotation is accepted or purported to be accepted, or any Order is made or purported to be made, by the Customer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the Authorised Representatives.
- 2.3 Parcom Hydrasun's employees or agents are not authorised to make any representations concerning the Goods or Service unless confirmed by Parcom Hydrasun in Writing. In entering into the Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.
- 2.4 Any obvious typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or Output Material issued by Parcom Hydrasun on whatever medium whether as hard copy, on CD Rom or otherwise shall be subject to correction without any liability on the part of Parcom Hydrasun.

**3. ORDERS AND SPECIFICATIONS**

- 3.1 No order submitted by the Customer shall be deemed to be accepted by Parcom Hydrasun unless and until confirmed in Writing by Parcom Hydrasun's authorised representative.
- 3.2 The Customer shall be responsible to Parcom Hydrasun for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving Parcom Hydrasun any necessary information (including details of the proposed use or purpose) relating to the Goods or Service within a sufficient time to enable Parcom Hydrasun to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods or Service and any specification for them shall be as set out in any Quotation or Order.
- 3.4 Parcom Hydrasun reserves the right to make any changes in the specification of any Goods or Service which are required to conform with any applicable statutory requirements or, where Goods or Services are to be supplied to Parcom Hydrasun's specification, which do not materially affect their quality or performance.
- 3.5 No Order or accepted Quotation may be cancelled or varied by the Customer except with Parcom Hydrasun's Written agreement and on terms that the Customer shall indemnify Parcom Hydrasun in full against all costs (including the cost of any labour and materials used) and expenses incurred by Parcom Hydrasun prior to or as a result of cancellation (except where such cancellation by the Customer is based upon Parcom Hydrasun's breach of any contractual or pre-contractual obligation) and the Customer shall pay any increased costs arising from such variation.

**4. PRICE**

- 4.1 The Customer shall pay to Parcom Hydrasun the Price and any additional sums (for example, carriage, packaging, certification, testing, documentation or management expenses) which are agreed between Parcom Hydrasun and the Customer for the Goods or Service.
- 4.2 The Price shall be Parcom Hydrasun's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Parcom Hydrasun's published price list current at the date of submitting of the Order by the Customer to Parcom Hydrasun. Where the Goods are supplied for export from Germany, Parcom Hydrasun's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they will become invalid and may be altered by Parcom Hydrasun without giving notice to the Customer.

- 4.3 Parcom Hydrasun reserves the right, by giving Written notice to the Customer at any time before delivery or completion of service, to increase the Price to reflect any increase in the cost to Parcom Hydrasun which is solely due to factors beyond its control and where Parcom Hydrasun does not assume responsibility for such factors (such as, alteration of duties, changes of legislation).
- 4.4 Unless otherwise stated in the Quotation or any Parcom Hydrasun price list or unless otherwise agreed in Writing between the Parties the Price is on an ex works basis. Where Parcom Hydrasun agrees to deliver the Goods otherwise than at Parcom Hydrasun's premises, the Customer shall be liable to pay any charges for transport, packaging and insurance.
- 4.5 The Price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Parcom Hydrasun.

## 5. CONDITIONS OF PAYMENT

- 5.1 Subject to any special agreed Written terms between the Parties, Parcom Hydrasun may invoice the Customer for the Price on or at any time after delivery of the Goods or performance of the Service, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event Parcom Hydrasun may invoice the Customer for the Price at any time after Parcom Hydrasun has notified the Customer that the Goods are ready for collection or (as the case may be) Parcom Hydrasun has tendered delivery of the Goods.
- 5.2 The Customer shall pay the Price within 30 days of the date of receipt of Parcom Hydrasun's invoice, and Parcom Hydrasun shall be entitled to recover the Price, notwithstanding that delivery may not have taken place and the property in any Goods has not passed to the Customer. The time of payment of the Price shall be of the essence of the Contract. The Customer is entitled to a two (2) % discount for payment within 10 days after the date of receipt of the invoice. Receipts for payment will be issued only upon request.
- 5.3 If the Customer fails to make any payment on any due date then, without prejudice to any other right or remedy available to Parcom Hydrasun, Parcom Hydrasun may, after expiry of a reasonable deadline set by Parcom Hydrasun for payment:
- 5.3.1 suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Customer;
  - 5.3.2 appropriate any payment made by the Customer to such of the Goods or Services (or goods or services supplied under any other contract between the Parties) as Parcom Hydrasun may think fit (notwithstanding any purported appropriation by the Customer); and/or
  - 5.3.3 charge the Customer interest (both before and after any judgment) on any amount unpaid, at the rate of 8 per cent per annum above the European Central Bank base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 6. DELIVERY

- 6.1 Delivery of the Goods shall be made by the earlier of:
- 6.1.1 the Customer collecting the Goods at Parcom Hydrasun's premises;
  - 6.1.2 Parcom Hydrasun notifying the Customer that the Goods are ready for collection; or,
  - 6.1.3 if some other place for delivery is agreed by Parcom Hydrasun, by Parcom Hydrasun delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of Goods or performance of Services are approximate only and Parcom Hydrasun shall not be liable for any delay in such delivery or performance however caused. Parcom Hydrasun will notify the Customer of any such delay as soon as is reasonably practicable and the Parties shall arrange a revised delivery/performance date. Time for delivery/performance

shall not be of the essence of the Contract unless previously agreed by Parcom Hydrasun in Writing. Goods may be delivered by Parcom Hydrasun in advance of any quoted delivery date on giving reasonable notice to the Customer.

- 6.3 Where delivery of the Goods is to be made by Parcom Hydrasun in bulk, Parcom Hydrasun reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered without any adjustment in the Price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.4 If the Customer culpably fails to give Parcom Hydrasun adequate delivery instructions or fails to take delivery of the Goods at the time stated for delivery then, without limiting any other right or remedy available to Parcom Hydrasun, Parcom Hydrasun may:
- 6.4.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - 6.4.2 after giving the Customer a reasonable time to provide adequate delivery instructions or to take the delivery, rescind from the Order and sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the Price or charge the Customer for any shortfall below the Price.

## **7. RETURNS POLICY**

- 7.1 Subject to Parcom Hydrasun's prior written agreement and the following provisions, the Customer may, within 28 days of delivery, return unopened Goods to Parcom Hydrasun's premises provided such Goods have not been discontinued nor purchased or manufactured to meet a specific requirement.
- 7.2 When returning Goods, the Customer must include documentation detailing:
- 7.2.1 Customer details;
  - 7.2.2 Order or Quotation number;
  - 7.2.3 a description and quantity of the Goods being returned;
  - 7.2.4 reason for the return of the Goods.
- 7.3 Where Goods are returned under this Condition 7 and subject to Condition 10.6, Parcom Hydrasun may provide credit, less a 25% re-stocking charge to the Customer's account.
- 7.4 In the event that the Customer returns Goods to Parcom Hydrasun that are in a used condition, then upon receipt of such Goods at Parcom Hydrasun's premises and prior to off-loading, Parcom Hydrasun shall visually check any Goods and if such Goods are found or suspected to be Contaminated, then at Parcom Hydrasun's sole discretion, such Goods may be rejected. "Contaminated" being the presence of any substance with the potential to cause harm or damage to health, the environment or equipment.
- 7.5 Should Parcom Hydrasun accept the Goods and thereafter it is discovered that the Goods are Contaminated then Parcom Hydrasun reserves the right to arrange for the Contaminated Goods to be appropriately cleaned at the Customers cost.
- 7.6 Customer shall comply with all relevant statutes, laws, regulations, by-laws and directives affecting the Goods and/or Services and shall comply with provided Parcom Hydrasun's HSE and Quality Management Systems when performing Services at Parcom Hydrasun's premises.

## 8. INTELLECTUAL PROPERTY

- 8.1 Subject to Condition 8.2, all intellectual property rights including but not limited to copyright and design right in:
- 8.1.1 any Input Material shall belong to the Customer or any relevant third party subject to Parcom Hydrasun's right to use the Input Material in the provision of the Service and subject to Condition 8.1.2; and
  - 8.1.2 any Output Material shall, unless otherwise agreed in writing between the Parties, belong to Parcom Hydrasun, subject only to the Customer's right to use the Output Material for the purposes specified in the Contract, such right being subject to receipt by Parcom Hydrasun of the Price and any further charges and costs relating to the Service.
- 8.2 Subject to Condition 8.1 above, Parcom Hydrasun shall retain title to and ownership of the Output Material until it has received payment of the Price.
- 8.3 Save where disclosure is required to be made by Parcom Hydrasun in the provision of any Service, any Input Material provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by Parcom Hydrasun, and all Output Material provided by Parcom Hydrasun which is so designated by Parcom Hydrasun shall be kept confidential by the Customer; but the foregoing shall not apply to any Document, other material, or other information which is public knowledge at the time when it is so provided by either party, or which becomes public knowledge through no fault of the other party.

## 9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Goods shall pass to the Customer:
- 9.1.1 where Goods are to be delivered at Parcom Hydrasun's premises, at the time when Parcom Hydrasun notifies the Customer that the Goods are available for collection; or
  - 9.1.2 where Goods are to be delivered otherwise than at Parcom Hydrasun's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Parcom Hydrasun has tendered delivery of the Goods.
- 9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, property in the Goods shall not pass to the Customer until Parcom Hydrasun has received in cash or cleared funds payment in full of the Price and the price of any other goods agreed to be sold by Parcom Hydrasun to the Customer for which payment is then due.
- 9.3 Until ownership of and title to the Goods has passed to the Customer (and provided the Goods are still in existence and have not been resold) Parcom Hydrasun may in case of a breach of the payment obligation by the Customer and after giving the Customer a reasonable time for payment, rescind from the Order and require the Goods to be returned failing which Parcom Hydrasun shall be entitled to enter the Customer's premises to take possession of the Goods, without prejudice to any other rights available to Parcom Hydrasun under applicable law.
- 9.4 Until ownership of and title to the Goods has passed to the Customer, the Customer shall hold the Goods as Parcom Hydrasun's agent and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Parcom Hydrasun's Goods, until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to Parcom Hydrasun for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds, properly stored, protected and insured.
- 9.5 Until ownership of and title to the Goods has passed to the Customer, the Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Parcom Hydrasun, but if the Customer does so all monies owing by

the Customer to Parcom Hydrasun shall (without prejudice to other right or remedy of Parcom Hydrasun) become immediately due and payable.

## 10. WARRANTIES AND LIABILITY

- 10.1 Subject to the following provisions, Parcom Hydrasun warrants that the Goods will correspond with their specification at the date of delivery (the date of delivery being as determined in accordance with clause 6.1). The warranty period shall be 12 months from delivery.
- 10.2 The above warranty is given by Parcom Hydrasun subject to the following conditions:
- 10.2.1 Parcom Hydrasun shall have no liability for any defect in the Goods arising from any Input Material supplied by or on behalf of the Customer;
- 10.2.2 Parcom Hydrasun shall have no liability for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Parcom Hydrasun's instructions (whether oral or Written) or alteration or repair of the Goods without Parcom Hydrasun's approval.
- 10.3 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Parcom Hydrasun within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Parcom Hydrasun accordingly, the Customer shall not be entitled to reject the Goods and Parcom Hydrasun shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract. Sec. 377 of the German Commercial Code ("*Handelsgesetzbuch*") applies accordingly.
- 10.4 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to Parcom Hydrasun in accordance with these Conditions, Parcom Hydrasun may, at Parcom Hydrasun's sole discretion, replace or repair the Goods (or the part in question) free of charge.
- 10.5 Parcom Hydrasun warrants to the Customer that Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to therein.
- 10.6 The Customer warrants that any Input Material and its use by Parcom Hydrasun for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Customer shall indemnify Parcom Hydrasun against any loss, damages, costs, expenses or other claims arising from any the Customer's culpable breach of this obligation.
- 10.7 Parcom Hydrasun shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions (including, without limitation, details of the proposed use or purpose of the Goods or Services) supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Customer.
- 10.8 Parcom Hydrasun is liable without limitation for intent and gross negligence, fraudulent concealment of defects, in the event of injury to life, body or health, in the event of the assumption of a guarantee, and in the event of claims based on the German Product Liability Act ("*Produkthaftungsgesetz*"). In case of slightly negligent breach of a material contractual obligation (an obligation the fulfilment of which determines the contract and on which the Customer may rely), Parcom Hydrasun's liability is limited to the typical foreseeable damage. For all other cases the liability of Parcom Hydrasun is excluded.

## 11. FORCE MAJEURE

- 11.1 Neither Party shall be liable to the other for a failure to perform any of its obligations under any Order, except for payment obligations, due to circumstances beyond its reasonable control,



provided such Party provides written notice of the delay. During this delay, the other Party is equally entitled to refuse to perform its obligations. Without limiting the foregoing, the following shall be regarded as causes beyond a party's reasonable control:

- 11.1.1 Act of God, explosion, flood, tempest, fire, epidemics, pandemics or accident;
- 11.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.1.4 import or export regulations or embargoes;
- 11.1.5 strikes, lock-outs or other industrial actions or trade disputes.

## 12. INSURANCE

- 12.1 The Parties shall maintain levels of insurance sufficient to cover their liabilities and obligations under the Contract and at law, and shall exhibit such certificates of insurance and evidence of payment of premiums where reasonably requested by the other party.

## 13. TERMINATION

- 13.1 Without limiting any other right or remedy available to Parcom Hydrasun, Parcom Hydrasun may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer if:
  - 13.1.1 the Customer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);
  - 13.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;
  - 13.1.3 the Customer ceases, or threatens to cease, to carry on business; or
  - 13.1.4 Parcom Hydrasun reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 13.2 If this Condition applies and the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 14. EXPORT CONDITIONS

- 14.1 In these Conditions "Incoterms" means the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 14.2 Where the Goods are supplied for export from Germany, the provisions of this Condition 14 shall (subject to any special Written terms agreed between the Parties) apply notwithstanding any other provision of these Conditions.
- 14.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 14.4 Unless otherwise agreed in Writing between the Parties, the Goods shall be delivered ex works at Parcom Hydrasun's premises.

- 14.5 The Customer shall be responsible for arranging for third party testing and inspection (if applicable) of the Goods at Parcom Hydrasun's premises before shipment.
- 14.6 Subject to any other Written terms agreed between the Parties, payment of all amounts due to Parcom Hydrasun shall be made by irrevocable letter of credit opened by the Customer in favour of Parcom Hydrasun and confirmed by a bank in Germany or the UK acceptable to Parcom Hydrasun or, if Parcom Hydrasun has agreed in Writing on or before acceptance of the Customer's order to waive this requirement, by acceptance by the Customer and delivery to Parcom Hydrasun of a bill of exchange drawn on the Customer payable 30 days after sight to the order of Parcom Hydrasun at such branch of the bank as may be specified in the bill of exchange.
- 14.7 The applicable German VAT will be chargeable on all Goods supplied by Parcom Hydrasun unless the Goods are being exported outside of Germany. Where Goods are being exported outside of Germany then the Customer is obliged to provide Parcom Hydrasun with a valid proof of export certificate within 3 months of the date of sale (for exports outside of the European Union) or with a valid tax ID (for exports within European Union). Where a proof of export certificate or valid tax ID are not provided within such period and the Customer has not accounted to Parcom Hydrasun for VAT, then Parcom Hydrasun shall be entitled to invoice the Customer and the Customer will be liable to pay Parcom Hydrasun for the full amount of the applicable German VAT due under the Order along with an administration fee of EUR 250 plus VAT. The right of the Customer to demonstrate that the administration fee is, factually, less than the above amount shall remain unaffected.

## **15. TESTING, INSPECTION AND DOCUMENTATION**

- 15.1 Parcom Hydrasun will carry out testing and inspection and provide such test certificate or delivery notification documents as are required by in-house procedure on delivery of Goods or completion of Services. Any additional inspection, testing or certification requires Parcom Hydrasun's Written agreement and any additional costs shall be borne by the Customer.

## **16. RECERTIFICATION SERVICES**

- 16.1 It shall be the responsibility of the Customer to ensure that any Recertification Goods are free from Pollutants and Contaminants.
- 16.2 Parcom Hydrasun reserves the right not to accept any Recertification Goods which have not been delivered by the Customer in the condition required by Condition 16.1. This right not to accept will not apply where the Pollutants or Contaminants were in the Goods when provided by Parcom Hydrasun.
- 16.3 The Customer shall indemnify Parcom Hydrasun from and against any liability incurred by the Parcom Hydrasun Group or a third party in respect of damage to property, death and personal injury arising from the Customer's culpable failure to comply with the requirements of Clause 16.1 and any reasonable costs (including legal costs), claims, demands and expenses arising out of or in connection with that liability.

## **17. PACKAGING AND MARKING**

- 17.1 Goods will be packed, secured and labelled in accordance with accepted industry practice and unless otherwise agreed in Writing, Parcom Hydrasun will apply its own labelling to the Goods.

## **18. NON SOLICITATION OF STAFF**

- 18.1 The Customer agrees that during the term of the Contract agreed in the Order and for an additional period of six months after termination, the Customer shall not directly offer to provide employment to, offer to contract with or entice to leave, any employee of or contractor to Parcom Hydrasun engaged in the performance of the Service without Parcom Hydrasun's prior Written consent.

**19. ANTI-BRIBERY AND CORRUPTION/TRADE SANCTIONS**

19.1 Each of the Parties irrevocably and unconditionally warrants and represents:

19.1.1 that throughout the duration of the Contract they will comply with all applicable laws (including statutes), regulations, and codes relating to bribery, corruption, anti-trust, money laundering, import/export controls, trade sanctions, financial sanctions and criminal matters including, but not limited to, the UK Bribery Act 2010, German Criminal Code ("*Strafgesetzbuch*") UK/EU Trade Laws and US Trade Laws, and all such legislation as the same may be modified, supplemented or replaced; and

19.1.2 that they have, and shall maintain in place throughout the duration of the Contract, their own policies and procedures to prevent contravention of the laws and regulations referred to in Condition 19.1.1 and to ensure compliance with local law and will enforce them where appropriate.

**20. SAFETY OF EMPLOYEES**

20.1 The Customer will take all necessary steps to ensure, so far as reasonably practicable that any employee of Parcom Hydrasun provided in the performance of any Services with the Customer is not exposed to risks to health, safety or security.

20.2 Parcom Hydrasun shall, on request, be provided with details of the arrangements and measures taken by the Customer to ensure that any employee of Parcom Hydrasun provided in connection with the performance of any Services with the Customer is not exposed to risks to health, safety or security, including but not limited to risk assessments and emergency plans.

20.3 Parcom Hydrasun shall notify the Customer of all conditions which, in the opinion of Parcom Hydrasun, are necessary to ensure their employees are not exposed to risks to health, safety or security in performance of the Services, including, but not limited to, escorted transportation, secure accommodation and approval from the Customer's insurance company.

20.4 Parcom Hydrasun shall have the right at its sole discretion and without any liability to the Customer to refuse to proceed with any Services until satisfied that suitable and sufficient measures are in place to adequately prevent or control risks to health, safety or security of its employees provided to perform the Services.

**21. GENERAL**

21.1 These Conditions (together with the terms, if any, set out in the Quotation) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms are excluded.

21.2 Parcom Hydrasun may assign, novate or sub-contract any or all of its rights or obligations under the Contract.

21.3 A notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

21.4 No waiver by Parcom Hydrasun of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.5 If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. Instead of the invalid or unenforceable provision the parties will agree upon a valid and enforceable provision with comes as close as possible to the commercial intentions of both parties.

- 21.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The Parties agree to submit to the exclusive jurisdiction of the courts of Karlsruhe.

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