



# Supplementary Terms and Conditions of Sale

## Parker Hannifin AB NUF

1. These supplementary supply terms ("Supplementary Terms") shall apply to all supplies of products made by Parker Hannifin AB NUF ("Parker") in addition to any other general conditions of supply which Parker agrees in writing shall apply. To the extent of any conflict or inconsistency with any other general conditions of supply which Parker agrees in writing shall apply, these Supplementary Terms shall prevail.

2. In these Supplementary Terms, the following words and expressions have the following meanings:

(a) "European Union" means the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992, as amended by any later treaty, being the member states of the European Union;

(b) "Taxes" means every description of tax, VAT, duty, charge, tariff or levy, whether direct or indirect imposed from time to time by any government or other authority and any related interest, penalty, fine or other amount;

(c) "United Kingdom" means England and Wales, Northern Ireland and Scotland and a reference to the United Kingdom includes a reference to any one of these; and

(d) "VAT" means value added tax or any replacement or overseas equivalent of value added tax or similar sales tax.

3. Any agreed trade term shall be construed in accordance with the INCOTERMS® in force at the formation of the contract. Unless otherwise agreed upon between the parties, the applicable delivery term shall be CPT Incoterms® 2020. Parker bears the risk of loss or damage until the products are delivered to the first carrier at Parker's "Ship From" facility. Carriage of products shall be arranged by Parker to the named place of destination ("Ship To") and the freight cost and other shipping, and handling expenses as referenced in clause no. 6 shall be shown as a separate line item on the invoice or invoiced separately in addition to the price of the products. Both "Ship From" and "Ship To" locations are referenced on, amongst others, the order acknowledgement issued by Parker. In the event of international transport of the products it is the purchaser's duty to comply with the necessary conditions, such as furnishing Parker with its national VAT registration number and/or proof of transport.

4. Parker will use reasonable endeavours to deliver the products in accordance with any time(s) stated in the contract, but time of delivery shall not be of the essence of the Contract. Any such time(s) are provided by way of general information only and in the event of failure to despatch or deliver within such time(s) for any cause, whether within or outside of Parker's reasonable control including but not limited to any delay which Parker experiences or which affects Parker arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union, the same shall not be a breach or repudiation of the contract by Parker nor shall Parker have any liability (including for liquidated damages or otherwise) to the purchaser on account thereof, save that the purchaser will be entitled to give not less than 60 days' written notice to Parker requiring delivery of the products to be made and if Parker has not delivered the products within that time the purchaser may

then cancel the order and Parker will refund to the purchaser any sums paid to Parker in respect of that cancelled order.

5. Unless otherwise agreed in writing, Parker shall be entitled to deliver products by a single delivery or by instalments at its option and each instalment shall be deemed to be the subject of a separate contract subject to these Supplementary Terms and any other general conditions of supply which Parker agrees in writing shall apply, without prejudice to clause 3 of these Supplementary Terms, non-delivery or delay shall not affect the balance of the contract nor entitle the purchaser to terminate the same.

6. The Buyer's attention is drawn particularly to the fact that prices contained in any quotation, price list, catalogue or similar as well as prices for catalogue materials may change without prior notice and are exclusive of packaging, postal charges, freight, other shipping and handling expenses, insurance, custom duties, VAT, charges, tariffs or levies and any related interest, penalty, fine or other amount which will be payable by the purchaser in addition to the prices in respect of products as the case may be, and which shall be shown as a separate line item on the invoice or invoiced separately. The rate of VAT valid at the time shall be shown separately in the invoice. In case of any change, event or occurrence arising out of or connection with the decision of the United Kingdom to withdraw from the European Union or in case of any change in market conditions (in each case including but not limited to changes in exchange rates, changes in taxes, duties, levies and tariffs, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium), prices may be subject to a price increase or surcharge prior to delivery as a result of additional or increased costs incurred or suffered by Parker attributable to its performance of its obligations arising under the contract and arising directly or indirectly as a result of any such change, event or occurrence. Specifically, unless otherwise agreed in writing, the prices of products to be supplied under any contract shall be those current at the date of delivery of the products. The Buyer shall be notified in writing prior to the change.

7. Parker shall not be liable for any delay or failure in carrying out its obligations under any contract which is caused wholly or partly by any change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union or any circumstances beyond its reasonable control, including without limitation act of God, delay in transportation, labour disputes, fire, flood, war, accident, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, action of any government, or inability to obtain adequate labour or materials or manufacturing facilities or energy, effecting itself, its carriers or its suppliers and if the delay or failure has continued for a period of 3 months then either party may give notice in writing to the other terminating the contract and on such termination Parker shall refund to the purchaser such portion of the price of the products as may exceed the amount due to Parker and already paid.

8. Notwithstanding the aforementioned, purchaser shall



# Supplementary Terms and Conditions of Sale

not be entitled to order cancelation following its issuance of a unilateral production stop not initiated by government decision.

**9.** If a change in any applicable law or the introduction of any law occurs which renders some or all of the activities of a party in connection with a contract illegal or unlawful then Parker may terminate that contract immediately by giving written notice to that effect to the purchaser, in which case Parker shall refund any monies already paid by the purchaser to Parker under the terminated contract in relation to any unperformed obligations of Parker.

**10.** Buyer agrees to comply with all applicable laws, regulations, and industry standards and professional standards of care, including, but not limited to, those of the country or countries in which the Buyer may operate or in which the products may be used, including without limitation any applicable anti-corruption laws and U.S., United Kingdom and European Union export control and sanctions laws ("Export Laws"). Buyer agrees to indemnify, defend, and hold harmless Parker from the consequences of any violation of such provisions by the Buyer, its employees or agents. Buyer acknowledges that it is aware of and familiar with the applicable anti-corruption laws and Export Laws, and certifies that the Buyer will adhere to the requirements thereof and not take any action that may cause Parker to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase products or otherwise benefit the business of Parker. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any product from Parker in a manner or for a purpose that violates Export Laws or causes or may cause Parker to be in violation of Export Laws.

**11.** Parker may, without liability to the Buyer, terminate any agreement governed by or arising from these Supplementary Terms for any reason and at any time by giving the Buyer thirty (30) days prior written notice. Parker may immediately terminate, in writing, if the Buyer: (a) breaches any provision of these Supplementary Terms, (b) becomes or is deemed insolvent, (c) appoints or has appointed a trustee or receiver for all or any part of the Buyer's property, (d) files a petition of relief in bankruptcy on its own behalf, or one is filed against the Buyer by a third party, (e) makes an assignment for the benefit of creditors; or (f) dissolves its business or liquidates all or a majority of its assets.

**12.** Parker may at any time, without liability for compensation, suspend its obligation to supply Goods, Services and/or Software or refuse to supply Goods, Services and/or Software, if the Parker reasonably believes, in its sole discretion, that the supply of the Goods, Services and/or Software may breach, or cause the Parker to be in breach of, any applicable laws, including but not limited to Export Laws.

**13.** These Supplementary Terms, any contract entered

into between Parker and the purchaser and any non-contractual obligations arising out of or in connection with the same will be governed by Norwegian law.

**14.** All disputes arising out of or in connection with these Supplementary Terms, any contract entered into between Parker and the purchaser (including in relation to any non-contractual obligations) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.