1. Definitions: Terms and Conditions:

1.1 “Buyer” means any company, firm or individual or agent thereof to which the Company supplies Goods or Services.

1.2 “Company” means Parker Hannifin Limited, including all divisions and businesses therein and any subsidiary undertaking thereof, whether wholly owned or otherwise.

1.3 “Contract” means the contract between the Company and the Buyer for the supply of Goods and/or Services, formed in accordance with the Terms and Conditions.

1.4 “Goods” means the products (including any parts or accessories) and/or materials or any of them to be supplied by the Company under the Contract.

1.5 “IPR” means all intellectual and industrial property rights, including without limitation patents, know-how, trade mark registrations or protected designations of origin, copyright, database rights, and any topographic and copyright and database rights, topography rights and any other rights in invention, discovery or process, in each case in the United Kingdom and throughout the world.

1.6 “Order” means the order placed by the Buyer on the Company for the supply of Goods and/or Services, whether or not by way of tender or quotation.

1.7 “Services” means the services to be supplied by the Company in accordance with the Buyer’s Order.

1.8 “VAT” means the description of any sale, duty, levy, or other direct or indirect tax or other related liability, penalty, fine or other amount whatsoever.

2. Formation of Contract

2.1 Any quotation of a quotation for Goods and/or Services will be deemed to be an offer by the Buyer to purchase such Goods and/or Services in accordance with the Terms and Conditions (as the same may be varied or modified in accordance with clause 2.2 below). The Company reserves the right to accept or decline any quotation. The Company’s acceptance shall be evidenced by a written acknowledgement. These Terms & Conditions shall govern relations between the Buyer and the Company to the exclusion of any other terms and conditions (including, without limitation, any in an Order) which purport to provide that the Buyer’s own terms and conditions shall prevail.

2.2 Except in the case of fraud, the Company shall incur no liability to the Buyer for non-performance by virtue of any statement made by the Company prior to the Company’s acceptance of the Buyer’s Order; or any failure or delay in the performance of the Services by the Company or on the part of the Company’s suppliers, service contractors and/ or sub-contractors; or any distress or execution shall be levied upon the Buyer’s property or assets; or any petition or receiving order in bankruptcy shall be presented or made against the Buyer; or any Order of the Buyer’s decease; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be presented or made against the Buyer’s servants, agents or sub-contractors; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be made against or any distress or execution shall be levied upon the Company’s property or assets; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be presented or made against the buyer’s directors, contractors, agents or subcontractors; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be made against or any distress or execution shall be levied upon the Company’s directors, contractors, agents or subcontractors; or the Company will be unable to comply with any of its obligations under the Contract or the Buyer’s Order for any reasons whatsoever or otherwise make use of or permit to be made use of any trade secrets or other confidential information relating to the products, technology, business, affairs or finances of the Company or relating to the Company’s agents, distributors, licensees or contractors; or the Buyer’s request, will not infringe any IPR of a third party and shall indemnify the Company in respect of any such infringement or claim that the Company will be unable to comply with any of its obligations under the Contract or the Buyer’s Order for any reasons whatsoever.

3. Quotations

3.1 The Company’s quotations are given without commitment and no Contract between the Company and the Buyer shall arise unless and until the Buyer accepts the Company’s quotation. Any acceptance by the Buyer shall be in writing, and the Company shall be entitled to vary the quotation.

3.2 All prices do not include Taxes, which will be chargeable in addition at the rate or rates prevailing at whatever is the relevant date in respect of Goods and/or Services, as and when the Taxes are levied.

5. Delivery and Defects

5.1 Delivery shall be deemed to occur and the risk of loss or damage to any Goods shall pass to the Buyer on whichever of the following dates first occurs:

5.1.1. Collection from the Company’s premises by or on behalf of the Buyer or by a carrier (whether or not such carrier is the Buyer’s own carrier) or collection from a location nominated by the Buyer.

5.1.2. 14 days from the date of the notice given by the Company that the Goods are ready for collection.

5.2. When the Company gives notice to the Buyer that any Goods have been delivered, delivered for delivery or made ready for delivery, the risk for such Goods shall pass to the Buyer.

5.3. In the event that the Company shall specific the request of the Buyer store the Goods, or arrange for the Goods to be despatched or made ready for delivery or issued to the Buyer on behalf by part or in whole, the Company shall be discharged from all liability in respect of such defects.

6. Test and Frustration

6.1. The Buyer shall carefully examine the Goods on receipt of the same and shall, by written notice to be received by the Company within 7 days after receipt, notify the Company of any defects observed.

6.2. If the Buyer neglects to notify the Company to its own risk and peril, the Goods shall be deemed to be in good order and condition.

6.3. If the Buyer neglects to notify the Company, the Company may require an examination of the Goods to be made at the cost of the Buyer.

7. Time for and Form of Delivery

7.1. The Company shall not be liable for any delay in its ability to deliver or supply the Goods and/or Services in accordance with the terms or conditions of the Contract or any other written or oral notice pursuant to clause 7.1 of the Company’s time at any time thereafter to send the Buyer a further notice informing the Buyer of the Company’s intention to sell the same after the expiration of a period of not less than 7 days from the date of the notice.

7.2. The Company may, if it is proposing to use the Goods, in which case the Company’s warranty in clause 11 shall apply.

8. Force Majeure

8.1. The Company shall not be liable for any delay or failure in carrying out its obligations hereunder which is caused wholly or partly by circumstances beyond its reasonable control (including any damage, loss or disruption of labour dispute, fire, flood, war, accident, action of any government, or inability to obtain adequate labour or materials or manufacturing facilities or services, or any strike, lock-out, or strike or other industrial or civil disturbance, or any other temporary or permanent suspension, or any communication breakdown or similarly caused delay) occurring after the Buyer’s request, or any other material or information, or any of the Company’s agents or subcontractors or any of the Company’s employees acting in the Company’s service, or any default or delay in performance of the Services by the Company or on the part of the Company’s suppliers, service contractors and/or sub-contractors; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be presented or made against the Company’s property or assets; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be made against or any distress or execution shall be levied upon the Company’s directors, contractors, agents or subcontractors; or any distress or execution shall be levied upon or any petition or receiving order in bankruptcy shall be presented or made against the buyer’s directors, contractors, agents or subcontractors; or the Company will be unable to comply with any of its obligations under the Contract or the Buyer’s Order for any reasons whatsoever.

10. Property in the Goods

10.1. The Company shall retain absolute ownership of the property in the Goods which shall not pass to the Buyer, and the Buyer shall keep and retain the Goods as bailee for and on behalf of the Company and shall deliver up the Goods to the Company in good order and condition, save for the purpose of inspecting the same.

10.2. The Company shall be entitled to suspend delivery of the Goods and/or Services in case of unsatisfactory performance of the Goods and/or Services by the Buyer or representation may be undertaken by the Company in respect of the Goods to the Buyer or the Buyer’s Order, whether by operation of law or otherwise.

11. Warranty

11.1. Subject to clause 11.2, the Company warrants that the Goods will be of good materials and workmanship and in performing the Services it will use reasonable skill and care so that, upon the Buyer giving written notice to the Company that the Goods have not been delivered, delivered for delivery or made ready for delivery, or that the Services have not been provided, the Buyer shall have the right to require the Company to correct or remedy any defects which in the Buyer’s opinion render the Goods or the Services unsatisfactory.

12. Partial Completion

12.1. Where the Goods are delivered in accordance with the Buyer’s request, the Company may make partial delivery of the whole of the Goods ordered, and the Buyer shall be bound to pay for such Goods, whether delivered or not, as if they were a complete delivery, and the Buyer shall be deemed to be in possession of the whole of the Goods, and to have accepted the whole of the Goods ordered, and the Buyer shall not be entitled to reject any part of the Goods.

15. IPR

15.1. The Buyer shall not apply or attempt to apply to register in its own name any of the Company’s IPR and in particular those subsisting in any country or territory outside the United Kingdom and all other countries in the world and together with all renewals and extensions thereof.

17. Partial Completion

17.1. In the event of any delay or default in any payment exceeding 7 days the Company will refund to the Buyer any sums paid to the Company in respect of that cancelled Order.

18. Inspections and Testing

18.1. The Buyer shall be entitled to undertake such inspections and tests as it deems necessary in order to satisfy itself that the Goods are in accordance with the Buyer’s Order.

21. Law and Jurisdiction

21.1. These Terms & Conditions and any Contract formed pursuant hereto shall be governed by English law and any dispute arising out of or in connection with the Goods and/or the Services or any part thereof shall be submitted to the jurisdiction of the English courts. If any of these Terms & Conditions or any part thereof is rendered invalid or unenforceable by any legislation to which it is subject or any rule of law it shall be deemed to be taken out or partly taken out of England and Wales.