

**VALLIS SERVICES LIMITED (VALLIS)****TERMS AND CONDITIONS FOR FUMIGATION, PEST CONTROL AND SANITIZATION SERVICES****1. GENERAL**

- 1.1 Unless otherwise agreed in writing and except where they are at variance with the regulating governing services performed on behalf of governments, government bodies or any other public entity or the mandatory provisions of local law, these Terms and Conditions for Fumigation, Pest Control and Sanitization Services apply to all offers or services and all resulting contractual relationships between any of the affiliated companies of VALLIS or any of their agents and any persons or entities (private, public or governmental) issuing instructions in connection with the following services (see the "Services").:
- 1.1.1 Fumigation of products loaded on any transportation means or stored in warehouses or any other storage facility.
  - 1.1.2 Residual spraying or fogging of any products and premises for the purposes of pest control.
  - 1.1.3 Laying and monitoring of traps for the purpose of pest control of rodents or similar.
  - 1.1.4 Spraying, fogging or gelling for the purposes of sanitization.
  - 1.1.5 Sale and delivery of fumigants and pest control related products.
- 1.2 Unless VALLIS receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of fumigation and / or pest control and / or sanitization reports or certificates resulting therefrom (each a "Report of Intervention"). The Client hereby irrevocably authorises VALLIS to deliver Reports to a third party where so instructed by the Client or, at its discretion, where it implicitly flows from circumstances, trade custom, usage or practice.

**2. DEFINITIONS**

- 2.1 "Client" or "Clients" - The Party(ies) for whom the services will be carried out.
- 2.2 "Due Date" - The date at which the payment is due.
- 2.3 "Premises" - Shall refer to one or more locations requiring Fumigation, Pest Control and Sanitization services.
- 2.4 "Report of Intervention" - A Report issued by VALLIS Head Office detailing the procedures performed by or witnessed by VALLIS.
- 2.5 "Services" or "Service" - Shall mean those services to be rendered by VALLIS in accordance with these Terms and Conditions.
- 2.6 "Terms and Conditions" - Refer to this document, agreed by all parties, detailing the conditions under which the Services are provided.
- 2.7 "Contract" - Refers to the agreement between VALLIS and the Client regarding the scope of the Services to be provided according to previous communication subject to these Terms and Conditions.

- 2.8 “Contract Agreement” -The document signed by all parties that sets out the scope of Service of the agreed operation.

### **3. SERVICES**

- 3.1 These Terms and Conditions cover the following Services (‘the Services’):

3.1.1 Fumigation, Pest Control and Sanitization

- 3.2 The Client acknowledges that VALLIS, either by entering into the Contract, or by providing the Services, neither take the place of the Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates, or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client.

### **4. PROVISION OF FUMIGATION, PEST CONTROL AND SANITIZATION SERVICES**

- 4.1 VALLIS will exercise reasonable care and skill in the performance of the Services on the basis of the information provided by the Client or, in the absence of such instructions:

4.1.1 any relevant trade custom, usage or practice; and/or

4.1.2 such methods as VALLIS shall consider appropriate on technical, operational and/or financial grounds.

- 4.2 On the basis of the information supplied by the Client, VALLIS will advise on the appropriate quantity and type of intervention and on an appropriate method and adequate period of exposure to be used to treat a particular cargo or premises.

- 4.3 When requested by the Client, VALLIS will apply the services to the cargo or premises to be treated.

- 4.4 Should the Client request that VALLIS witnesses any third-party intervention, the Client agrees that VALLIS’ sole responsibility is to be present at the time of the third party’s intervention and to forward the results, or confirm the occurrence, or the intervention. The client agrees that VALLIS is not responsible for the condition or calibration of apparatus, instruments or measuring devices used, the methods applied, the qualifications, actions or omissions of third-party personnel or the fumigation and /or pest control results.

- 4.5 VALLIS may delegate the performance of all or part of the Services to an agent or subcontractor and the Client authorises VALLIS to disclose all information necessary for such performance to the agent or subcontractor.

- 4.6 When requested to issue a report, VALLIS will issue, to the sole benefit of the Client, a Report of Intervention describing the procedures performed by or witnessed by VALLIS.

- 4.7 Reports of Intervention issued by VALLIS will reflect the intervention performed and the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 3.1. VALLIS is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

- 4.8 Should VALLIS receive documents reflecting engagements contracted between the Client and third parties or third-party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of Services or the obligations accepted by VALLIS.

- 4.9 The Client acknowledges that VALLIS, by providing the Services, neither takes the place of the Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client.

## **5. OBLIGATIONS OF THE CLIENT**

- 5.1 The Client shall designate, or otherwise procure that VALLIS is advised of the location of any cargo or premises to be fumigated, or otherwise where the Services are to be rendered, or any specific instructions, documents or information pertinent to the operation at hand. Any such details must be advised to VALLIS with not less than 48 hours prior written notice to the commencement of the service, in which case VALLIS shall be entitled to modify its fees.
- 5.2 The Client shall designate, or otherwise procure that VALLIS is advised of the technical specification of the vessel or premises where the services are intended to be performed (including but not limited to quantity, origin, conditions, nature of known infestation, history of previous treatments). The Client represents and warrants to VALLIS that all information given to VALLIS is correct, complete and accurate.
- 5.3 The Client shall provide VALLIS with all necessary access at the premises in which the Services shall be performed and take all necessary steps to eliminate or remove any obstacles to, or interruptions in, the performance of the services.
- 5.4 Should the Client require any changes to the Services provided by VALLIS, the Client shall advise VALLIS, in writing, of the required changes with no less than 48 hours prior written notice prior to the commencement of the service, in which event VALLIS shall be entitled to modify its fees.
- 5.5 The Client shall, if required, supply any special equipment and personnel necessary for the performance of the services;
- 5.6 The Client shall procure a safe working environment for VALLIS and its representatives to perform the Services at the Facility and shall make known to VALLIS any hazards or dangers, actual or potential, of which the Client is aware and which are or may be associated with the provision of the Services, including but without limitation, the presence or risk of radiation; toxic, noxious or explosive elements of materials; and environmental pollution or poisons. Further the Client shall ensure the Facility benefits from all public health, environmental licences and all public liability insurances as may be required by applicable local laws and which may be desirable and considered market practice for a Facility of this nature.
- 5.7 Fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.
- 5.8 VALLIS shall not accept any responsibility for the consequences that may result from the failure of the client to comply with its obligations under this section 5.

## **6. REPORT AND CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY**

- 6.1 Any document including, but not limited to any Report or Certificate, provided by VALLIS and the copyright contained therein shall be and remain the property of VALLIS and the Client shall not alter or misrepresent the contents of such documents in any way. The Client shall be entitled to make copies for its internal purposes only. Duplicates of Certificates are available upon request for external communication purposes.

## **7. COMMUNICATION**

- 7.1 The Client may promote its certification in accordance with the terms set out in the Regulations governing the use of the certification marks. Use of VALLIS' corporate name or any other registered trademarks for advertising purposes is not permitted without VALLIS' prior written consent.

## **8. CONFIDENTIALITY**

- 8.1 As used herein, "confidential information" shall mean any oral or written proprietary information that a party may acquire from the other party pursuant to the Contract or information as to the business of the other party provided, however, that Confidential Information shall not include any information which:

- 8.1.1 Is or hereafter becomes generally known to the public;
  - 8.1.2 Was available to the receiving party on a non-confidential basis prior to the time of its disclosure by the disclosing party;
  - 8.1.3 Is disclosed to a party by an independent third party with a right to make such disclosure.
- 8.2 Unless required by law or by a judicial, governmental or other regulatory body, neither party nor their agents or subcontractors shall use the confidential information other than for the purpose of the Contract nor disclose the other's Confidential Information to any person or entity without the prior written approval of the other party except as expressly provided for herein.

## **9. NOMINATION AND TERMINATION**

- 9.1 VALLIS is to be nominated under these Terms and Conditions in writing by email as the provider of Services as specified by the Client for a period of one year.
- 9.1.1 VALLIS' nomination to provide the Services will be renewed at the end of the contract period for a further period of one year unless either party chooses to terminate the Contract.
- 9.2 The Client, by acknowledging receipt of the Terms and Conditions agrees to the conditions under which the Service is to be provided.
- 9.3 These Terms and Conditions apply for any single nomination.
- 9.4 The Contract shall commence as of the expected start date as indicated on the Contract Agreement and it may be terminated at any time by either VALLIS or the Client with not less than thirty (30) days prior written notice sent to the other Party via email, fax, registered mail or courier, which termination shall become effective on the 30th day of the notice (the "date of termination").
- 9.5 Upon termination of this Contract all rights and obligations of the Parties hereunder shall cease save for the obligation of the Client to make payment of the fees and charges due and outstanding for any Services performed up to and including the date of termination. The provisions set forth in Clause 13 below (Liability) shall survive the termination of this Contract.

## **10. FEES AND PAYMENT**

- 10.1 Fees not established between VALLIS and the Client at the time the order is placed, or a contract is negotiated, shall be at VALLIS' standard rates (which are subject to change) and all applicable taxes shall be payable by the Client.
- 10.2 The Client will be made aware either at the moment of Nomination or as soon as it becomes clear during the provision of the Services that a previously agreed minimum fee will be applicable.
- 10.3 Where fees are established on a per warehouse basis this refers to an enclosed space up to 1,500 m2 in area if no other clarification is offered.
- 10.4 Unless a shorter period is established in the invoice, all invoices are payable within thirty (30) days of the date of each invoice (the "due date") regardless of whether the Client's system or products qualify for certification. Failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- 10.5 The Client shall not be entitled to retain or defer payment of any sums due to VALLIS on account of any dispute, counter claim or set off which it may allege against VALLIS.
- 10.6 VALLIS may elect to bring action for the collection unpaid fees in county having competent jurisdiction.

- 10.7 The Client shall pay all of VALLIS' collection costs, including attorney's fees and related costs.
- 10.8 In the event of any unforeseen problems or expenses arising in the course of carrying out the services, VALLIS shall endeavour to inform the Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- 10.9 If VALLIS is unable to perform all or part of the services or any cause whatsoever outside VALLIS' control including failure by the Client to comply with any of its obligations provided for in clause 4 above, VALLIS shall nevertheless be entitled to payment of:
  - 10.9.1 The amount of all non-refundable expenses incurred by VALLIS; and
  - 10.9.2 A proportion of the agreed fee, equal to the proportion of the services actually carried out.

## **11. CHANGES OR CANCELLATION OF AN ORDER**

- 11.1 The Client shall pay additional costs and shall bear the risks of delay in the event that the Client requires that the Services be supplied at a different location than originally agreed or otherwise changes the instructions originally given to VALLIS.
- 11.2 If for whatever reason the Client cancels the order, the Client shall pay to VALLIS a portion of the agreed fee corresponding to the Services actually carried out by VALLIS prior to the cancellation of the order. Should the termination occur after VALLIS has placed an order with a contractor or third party, then the Client shall fully indemnify VALLIS for the related expenses.

## **12. SUSPENSION OR TERMINATION OF SERVICES**

- 12.1 VALLIS shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:
  - 12.1.1 Failure by the client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to the Client; or
  - 12.1.2 Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Client.

## **13. LIABILITY**

- 13.1 Limitation of Liability:
  - 13.1.1 Unless specifically agreed in writing by VALLIS, VALLIS does not make any representation or warranty that the cargo or premises treated will be free from live insects or infestation after the provision of the Services. The Client understands and agrees that insects sometimes become resistant and are not affected by the fumigation.
  - 13.1.2 VALLIS is neither an insurer nor a guarantor and disclaims all liability in such capacity. The Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
  - 13.1.3 Reports of intervention are issued on the basis of information, documents, and/or samples provided by, or on behalf of, the Client and / or developed based on the intervention of VALLIS and solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such Reports of Intervention. Neither VALLIS nor any of its officers, employees, agents, or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken on the basis of such Reports of Intervention, not for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to VALLIS.
  - 13.1.4 VALLIS shall not be liable for any delayed, partial or total non-performance of the Services arising directly or indirectly from any event outside VALLIS' control including

failure by the Client to comply with any of its obligations hereunder.

- 13.1.5 Subject to clause 10.3, the total liability of Vallis to the client in respect of any claim for loss, damage, or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to Vallis under the Contract Agreement (excluding any and all taxes thereon).
- 13.1.6 VALLIS shall have no liability for any indirect or consequential loss including without limitation, loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claim of any third party that may be incurred by the Client.
- 13.1.7 The Client understands and agrees that gas free / gas residues issues that may arise in the port of arrival are not related to the fumigation or other services provided by VALLIS but to natures laws and some authorities measuring approaches. The Client shall not hold VALLIS responsible for these gas free / gas residues issues, nor for the related delays/demurrages.
- 13.1.8 In the event of any claim, the Client must give written notice to VALLIS no later than 20 days after the Services have been rendered or within 5 days after the vessel has reached its destination and, in any case, VALLIS shall be discharge from all liability for all claims for loss, damage or expense until the suit is brought within one year from:
  - 13.1.8.1 The date of performance by VALLIS of the services which gives rise to the claim; or
  - 13.1.8.2 The date when the service should have been completed in the event of any alleged non-performance.

#### 13.2 Indemnification:

- 13.2.1 The Client shall guarantee, hold harmless and indemnify VALLIS and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs howsoever arising relating to the performance, purported performance or non-performance of any services.

### 14. MISCELLANEOUS

- 14.1 If any one or more provisions of these Terms and Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 14.2 During the course of providing the services and for a period of one year thereafter, the Client shall not directly or indirectly entice, encourage or make any offer to VALLIS' employees to leave their employment with VALLIS.
- 14.3 Use of VALLIS' corporate name or registered marks for advertising purposes is not permitted without VALLIS' prior written authorisation.

### 15. APPLICABLE LAW AND JURISDICTION

- 15.1 Unless specifically agreed otherwise, all disputes arising out or in connection with these Terms and Conditions or the Contract shall be governed by the laws of England and Wales.
- 15.2 Any disputes arising in connection with these Terms and Conditions provided hereunder shall be resolved by arbitration in accordance with Rules of International Arbitration of England and Wales in force on the date on which the Notice of Arbitration is submitted in accordance with these rules.
- 15.3 The number of arbitrators shall be one (1); the seat of arbitration shall be London; the arbitral proceedings shall be conducted in English.

- 15.4 Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.