



### **General Export Terms & Conditions of Sale**

"Buyer" means the person firm or company so described in the Order;

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between Parisma Limited and the Buyer;

"Contract" means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these Conditions;

"Goods" means the Goods (including any instalment of the Goods or any part of them) described in the Order;

"Ex works" ex works (EXW) means ex works Parisma nominated warehouse.

"Order" means any written quotation of Parisma which is accepted by the Buyer, or any written order of the Buyer which is accepted by Parisma for the supply of Goods or performance of Services;

"Price" means the Price of the Goods and/or the charge for the Services;

"Services" means the services (if any) described in the Order;

"Specification" includes any plans, product quotations, photos or information relating to services agreed between the parties. 2.1. These Conditions apply to all Contracts for sale of Goods and/or performance of Services by Parisma .

The placing of an Order by the Buyer for the Goods and/or Services shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by Parisma is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

No Order submitted by the Buyer shall be deemed to be accepted by Parisma unless and until confirmed in writing by Parisma .

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and Parisma .

The Buyer acknowledges that all advice, instructions or recommendations of Parisma are dependent upon all the information and technical background given to Parisma by the Buyer.

Where the Buyer does not specify a particular process, Parisma will not be liable for any defect or failure of the process or entitle the Buyer to withhold payment.

The Buyer shall be responsible to Parisma for ensuring the accuracy of the terms of any Order (including any applicable Specification) submitted by the Buyer, and for giving Parisma any necessary information relating to the Goods and/or Services pursuant to clause 2.5 or otherwise within a sufficient time to enable Parisma to perform the Contract in accordance with its terms.

The quantity, quality, description, and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Order and any applicable Specification as set out either in Parisma Exports web site or any documents referred to in the Order. In the event of conflict, preference will be given to Parisma Exports web site.

Any Specification supplied by Parisma to the Buyer in connection with the Contract, together with all intellectual property rights in the Specification, shall be the exclusive property of Parisma. The Buyer shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Buyer, or as required for the purpose of the Contract. Upon request of Parisma the Buyer will return to Parisma any documents (or other media) in or upon which any part of the Specification has been supplied by Parisma and shall not retain copies thereof.

Parisma reserves the right to make any changes in the Specification of the Goods and/or Services which are required to conform with any statutory or other regulatory requirements applicable to the Goods and/or Services.

No Order which has been accepted by Parisma may be cancelled by the Buyer except with the agreement in writing of Parisma and on terms that the Buyer shall indemnify Parisma in full against all loss, costs, damages, charges and expenses incurred by Parisma as a result of cancellation.

No order which has been accepted by Parisma may be changed or altered by the Buyer except with the agreement in writing of Parisma and payment by the Buyer of a 10% surcharge (calculated as 10% of the Price) to Parisma.

Orders are not permitted to be cancelled, within 7 days of loading date. Charges and Expenses will be incurred.

### **Terms of Contract**

Parties to a legally binding agreement

We, Parisma Limited, offer the sale of goods and/or services to the buyer. The particular goods and/or services being offered are described in emails, quotations and on our pro forma invoice and the content agreed by the buyer. The following terms and conditions explain details of our

offer. The buyer will be required to accept our offer and these terms, and both Parisma and the buyer will both become parties to a legally binding agreement.

**Formation and cancellation of the agreement: Termination costs and Cancellation of Order**

Neither party may cancel this agreement unless both parties agree in writing to cancel the order.

Should the buyer decide to cancel this agreement without first reaching a new written agreement with Parisma Limited, or should the buyer fail to pay funds owed under this agreement, or if buyer fails to fulfil any commitments made by accepting this agreement, Parisma reserves the right to retain any or all deposits or funds accepted against the order(s) or proforma invoice(s).

Should the buyer terminate the order without reaching a new agreement in writing, with Parisma, the buyer agrees to pay or forfeit the full payment made to Parisma. Parisma invokes the right to retain all funds or to seek compensation incurred as a result of the buyer terminating the agreement. The buyer agrees that Parisma damages, for which the buyer will be liable, will be calculated as the sum of:

- (a) all direct labour and materials expended by us, including an allowance for standard overhead recovery; this extends to goods purchased to fulfil the order and goods in transit to be utilised for the said order (s) and
- (b) any and all additional direct or incidental costs resulting from termination of the order; and
- (c) any costs incurred by us for outside services or special services required regarding the loading, mobilisation of goods, personnel, etc., and
- (d) a reasonable profit on the work completed or work in progress at the time of order termination; and
- (e) the nominal administrative costs to process termination of an order. A full breakdown of the costs incurred and associated against the cancellation of the order will be provided to the buyer; and
- (f) any supplier, client, agent or associate thereof, that circumvents any Parisma Contract or Parisma Limited, will forfeit the loss of any deposit associated with the order or contract. Any funds deposited to Parisma will be non-refundable. Essentially, all funds will not be reimbursed against said conduct; and
- (g) any supplier, client, agent or associate thereof, that produces fraudulent documents, enters into any illegitimate transactions, circumvents Parisma, will not have any funds reimbursed against said conduct. Parisma does not wish to have any association with such behaviour or conduct.

Should the buyer refuse to pay us the damages for which they are liable, the buyer agrees that we may collect from you any incidental expenses we may incur in recovering the damages from you, including court costs, legal fees, and any other incidental expenses authorized under the laws

governing this agreement. Funds for which payment has cleared, including any applicable charges for freight and packing, will be for the account of the buyer. If the buyer fail to claim the goods or accept shipment within five (5) days of being notified that they are available, you will be responsible for storage charges at a rate customarily charged by freight companies for demurrage based on the storage space. The buyer agrees that Parisma Limited may cancel any order or require full or partial payment in advance by the buyer. Even if the buyer were not otherwise required to make advance payment under our agreement, if the buyer file for bankruptcy, if the buyer solvency is in question, or if a trustee or receiver is appointed by the buyer.

Responsibility for tax, import duties, customs duties and license fees of any and all present or future governmental, state, or municipal taxes, duties, excises, license fees and other charges applicable to goods sold or shipped will be the responsibility of the party to which those charges are applicable unless Parisma have otherwise and specifically agreed to a different arrangement in our agreement.

Prices and Terms of Payment: Parisma reserve the right to request a partial advance cash payment for all orders. Our standard terms of sale are cash in advance of shipment unless otherwise stipulated. Parisma may stipulate payment either by lump sum or progress payment and with or without any applicable retention moneys or financial instrument.

Parisma reserve the right to cancel orders due to non or partial payment of the agreed deposit against an issued pro forma invoice. In the instance that the goods have not been brought or prepared, against the pro forma, an administration fee of 350 pounds will be added on to the pro forma invoice. The client will be given seven (7) days to pay the balance of the deposit including the administration fee, or the order will be cancelled and the deposited forfeited.

In the instance, that the client does not pay the balance of the funds for the goods, once the goods have been prepared or purchased for loading, the client will be instructed in writing, to pay for the goods within seven (7) days. In the instance that payment is not made by the buyer, Parisma reserve the right to cancel the order, resell the goods and the buyer will forfeit their deposit.

#### **Payment of Goods, Non Payment of Goods and Storage Costs**

All Deposits are non-refundable.

There is no charge for storage for the first seven (7) days. Any period exceeding this time line will result in a storage charge of £25 per day. After seven (7) days, clients will be charged for storage for goods that are loaded and waiting payment at a cost of £25 per day.

Bales must be accepted as supplied and cannot be cherry picked. Goods must be paid for in full before a loading date will be released. Goods that await for payment for more than seven (7) days will incur a storage cost of £25 per day whilst awaiting payment. Parisma reserves the right to issue a Lien notice for goods that await payment. Goods that are not paid for, or await balance of payment, for loading and shipping and not paid for, will be returned to Parisma storage and resold.

Any deposits will be forfeited and not returned due to non-payment.

Bills of Laden will not be issued until payment is made in full.

### **Shipping**

Our terms for the international shipment of goods shall be in accordance with the Parisma Limited instruction. Unless we agree otherwise, our standard terms shall be “x works”, whether or not either of us contracts for common carriage of the goods. Goods sold “x works ” are considered delivered when loaded on the container or carrier.

Sales and Transfer of Title shall be governed by the Laws of Jersey, Channel Islands, Title shall pass upon delivery of the “bill of lading” to you, your agent or any other consignee specified by the buyer. When the bill of lading is not provided by us (as when a customer arranges pick-up and shipping), title will pass to you when the goods are loaded on the carrier.

Any claim for loss or damage in transit after title passes to you is the responsibility of the buyer and must be pursued by you against the freight carrier. If a shipment is short or in error, Parisma will consider correcting the problem if you contact us in writing within thirty (30) days after you received the shipment. The buyer agree to waive any claims for liquidated and/or consequential damages for delays in delivery resulting from damage or loss in transit, for any reason, including any act, error, omission, or negligence on our part, notwithstanding that the order is shipped the destination. If the buyer chooses to delay the shipment for any reason, you assume all risks once notified, that the equipment, machinery, or materials are ready for shipment. The buyer will still be responsible for making all payments in accordance with the terms of this agreement regardless of when your order is shipped. If we Parisma incur any additional expenses because of a delay in shipment or changes to the buyers order made when completing the order, the buyer will be responsible for compensating us for such expenses.

Delays beyond our control; estimated shipping dates

The buyer agrees that Parisma Limited will not be held responsible for any loss or damages resulting from a delay or failure to make delivery due to damages to the equipment, machinery, or materials occurring in transit. The buyer agrees that we will not be held responsible for any loss or damages resulting in a delay or failure to make delivery because of priorities or other regulations or orders of any governmental authority, agency, or instrumentality. The buyer agrees that Parisma Limited will not be held responsible for any loss or damages resulting in a delay or failure to make delivery due to a failure to obtain labour, a labour dispute, riot, civil disturbance or insurrection, fire, act of God, act of a Public enemy, or any other cause outside our control. The same will be true whether any of the events just described affected us directly or affected one or more of Parisma or Parisma suppliers.

The buyer agrees that we will not be held responsible if we cannot complete your order if events

beyond our control occur making it impossible or commercially unreasonable for us to complete the buyer's order, including acts of God or "force majeure events," or raw material shortages. Unless agreed otherwise, any shipment dates that Parisma Limited may provide to the buyer before shipment are only best estimates based upon current shipping schedules and promises from our suppliers. The buyer agrees that any such shipment dates will not be considered fixed or guaranteed shipping dates.

Cost for the shipping of containers is not dependant on the weight of the goods contained within. The cost for the container is for the shipment of the container from the port of export to the delivery port. The buyer is required to pay for shipping for the container. In the instance that the container maybe underweight, the client is obligated to pay for the shipping of the container. Parisma does not offer refunds or reimburse funds for underweight containers.

If the buyer has a dispute with Parisma over the grading of the various goods delivered. The buyer should arrange for the goods to be returned to Parisma's warehouse at the buyers expensive so a proper inspection can be carried out by Parisma to assess the true grade of the goods so an accurate refund can be given to the buyer.

#### **Administration Charge**

An admin charge of £250 is applied to the shipping cost for import papers from Jersey and into the EU and export papers.

#### **Limited Warranty**

Parisma warrant that the products sold to you are as per the pro forma invoice and the order presented by the buyer. However, we do not warrant our used clothes, used shoes and used textiles, which are subject to normal wear and tear of various of grades. Our obligations under this Limited Warranty are limited, however, to crediting but not refunding against future order. If you wish to make a claim under this Limited Warranty, you must notify us in writing of the existence of a defect within seven (7) days after receipt of goods. The buyer is require to immediately notify Parisma in writing, with photos,, bale numbers, bale weight and appropriate documentation to substantiate the claim. The correspondence must include a description of the difficulties and outline the complaint in full.

The buyer agrees not to hold Parisma Limited liable for any damages, expenses of unloading and reloading, or additional freight charges associated to the complaint. Parisma will not accept any liability to any subsequent buyer, or transferee of Parisma products supplied by Parisma Limited. The buyer agrees that under no circumstances will Parisma Limited be liable for any contingent incidental or consequential damage including but not limited to any loss of time, any damage to goods being in shipped in transit.

**Disclaimer of Express And Implied Warranty**

Except for the Limited Warranty just described, Parisma Limited make no express or implied warranties of merchantability, suitability, or particular purpose or warranties by affirmation, promise, description, sample, or any other type of warranty except as described in the proforma invoice and order placed by the buyer. There are no warranties extending beyond the description set forth in this agreement.

**Compliance with the law**

The buyer agrees to comply with all laws, including the laws of the Jersey, Channel Islands, UK , and applicable international law. Parisma Limited agree to cooperate with any States government agency or instrumentality or other international or foreign governing body to assist us in complying with all applicable export control regulations. It is the buyer's responsibility to obtain all necessary approvals, permits or licenses necessary to comply with the laws of the destination country and any country through which the goods will be transported.

Parisma Limited are obliged to fulfil the buyers order under this agreement and are subject to the condition that fulfilment will not be in violation of any Jersey, Channel Islands law or other international laws or the laws of the destination country.

If for any reason the order cannot be fulfilled due to a failure by the buyer to obtain proper authorization to export the order, Parisma Limited reserve the right to cancel the order. If the order is cancelled for this reason, the buyer will be responsible for damages equal to the damages described above that would have been due under this agreement just as if the buyer had elected to voluntarily terminate the order without first reaching a mutual agreement with us.

**Severability**

If any provision of this agreement is deemed invalid, illegal, or unenforceable, the other provisions of this agreement will remain in force.

The buyer is not permitted to use the name of Parisma on any documentation. Fraudulent documentation is the name of Parisma is not permitted. Any funds paid will be forfeited and Parisma Limited will seek compensation through the Jersey Courts and Judicial Process where appropriate.

The buyer agrees that Parisma Limited is the owner of the Parisma trademark and that he/she will not use any of the Parisma Limited trademark or the Parisma name as part of the their name, business name, or as part of their agents or company domain name. Furthermore, the buyer agrees to not use in connection with sales of or any other commercial dealing the Parisma name, products or the Parisma trade mark or name, or any other matter which is confusingly or deceptively similar to any of the Parisma trademark or which suggests or indicates a connection; The buyer further agrees not do anything to prejudice or endanger the value, validity or reputation of any of the name

of Parisma nor to claim any right, title interest in the interest in the Parisma company or trademark. Should the buyer be in breach of this agreement will forfeit any deposits made and legal proceedings will be made against the client.

#### **Entire Agreement**

If the buyer accepts the terms and conditions of Parisma Limited, the buyer agrees that together with the quotation, pro forma invoice, order will constitute the entire agreement between us. Any prior oral or written agreements, representations, or understandings, express or implied, are excluded and are not a part of our agreement.

#### **4. Price of Goods**

4.1. The Price shall be Parisma's quoted price. The Price quoted is valid for 30 days only, after which time they may be altered by Parisma without giving notice to the Buyer.

4.2. Parisma reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Parisma which is due to any factor beyond the control of Parisma, any change in delivery dates, quantities or the Specifications which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Parisma adequate or accurate information or instructions.

4.3. Except as otherwise stated under the terms of the Order and unless otherwise agreed in writing between the Buyer and Parisma the Price is given by Parisma on an ex works basis, and where Parisma agrees to deliver the Goods as stated. The Buyer shall be liable to pay Parisma charges for transport, packaging and insurance, unless otherwise agreed.

4.4. The Buyer 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.

4.5. The Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to Parisma.

#### **5. Terms of Payment**

5.1. Unless otherwise stipulated in writing by Parisma, payment shall be made prior to delivery of the Goods pursuant to Clause 6 by payment into such Parisma bank account as Parisma may notify to the Buyer in writing.

5.2. Upon the agreed amount of funds being successfully cleared into the Parisma bank account an estimated loading date will be provided by Parisma. This date is dependent on the present market

availability and trend for said products and also to the departure of the vessel by the nominated shipper to the point of delivery. Parisma is not liable or responsible for any delays occurred in banking and any financial transactions. Any estimated loading dates can vary according to any financial delays regarding the clearance of funds and delays of transportation by the shipper.

5.3. Should the buyer fail to make the final payment for the goods, after ten (10) days of presentation of packing list, Commercial Invoice and loading weight will forfeit their deposit for the said goods and the goods will be re-sold, as the discretion of Parisma Limited.

5.4. Any pro forma invoice raised by Parisma Limited are valid for ten (10) days after the date written on the invoice. If a deposit is not received within 10 days of any pro forma invoice being raised then the pro forma will become void.

## **6. Delivery**

6.1. Unless otherwise agreed in writing between the Buyer and Parisma the Goods shall be delivered ex works. .

6.2. Unless otherwise agreed in writing in the case of sales made C.I.F., C.I.P., D.D.U. or D.D.P. Parisma will request marine insurance for the Goods on the terms requested by the buyer but is not obliged to, effect war risks insurance.

6.4. The Buyer shall be responsible for arranging inspection of the Goods at prior to shipment. Parisma shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

6.5. Any dates quoted for delivery of the Goods are approximate only and Parisma shall not be liable for any early or late delivery of the Goods however caused.

6.6. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Parisma to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.7. If Parisma fails to deliver the Goods (or any instalment) Parisma's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the Price of the Goods.

6.8. If the Buyer fails to take delivery of the Goods or fails to give Parisma adequate delivery instructions at the time stated for delivery (otherwise than by reason of any Force Majeure or by reason of Parisma's fault) then, without prejudice to any other right or remedy available to Parisma may:

6.8.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.8.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price under the Contract.

6.9. Any charges quoted for delivery of the Goods including transport, packaging and insurance are approximate only and Parisma shall not be liable for any changes to the charges quoted however caused.

## **7. Risk and Property**

7.1. Risk of damage to or loss of the Goods shall pass to the Buyer:

7.1.1. in the case of Goods to be delivered from Parisma's premises or nominated warehouse, at the time when Parisma notifies the Buyer that the Goods are available for collection; or

7.1.2. in the case of Goods to be delivered otherwise than at Parisma's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when Parisma has tendered delivery of the Goods.

7.2. The property in the Goods shall not pass to the Buyer until Parisma has received in cash or cleared funds payment in full of the Price and all other goods agreed to be sold by Parisma to the Buyer for which payment is then due.

7.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Parisma shall be entitled at any time to require the Buyer to deliver up the Goods to Parisma and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

## **8. Buyers Obligations**

The Buyer shall be responsible at its own expense for:

8.1. the availability and supply of adequate supplies of water, electricity, steam and lighting and other necessary utilities;

8.2. the operation of its own plant and machinery;

8.3. the availability and supply of adequate temperature and humidity control at the premises where the Goods are to be used;

8.4. the provision of adequate and safe unrestricted access to all parts of the Buyer's premises which shall be necessary in order to permit Parisma to provide the Services;

## **9. Warranties**

9.1. Subject to the conditions set out below in clauses 8, 9 and 10 Parisma warrants that the Goods will correspond with the Specification at the time of delivery and will be as per outlined in the pro forma invoice and agreed order.

9.2. The above warranty is given by Parisma subject to the following conditions:

9.2.1. Parisma shall be under no liability in respect of any defect in the Goods arising from any various in the grade specified or order supplied by the Buyer;

9.2.2. Parisma shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to follow Parisma's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Parisma's approval;

9.2.3. Parisma shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the due date for payment;

Parisma will not be liable for any loss whether direct or indirect or consequential or loss of profit or any damage as a result of:

9.3.1. any inaccurate or insufficient information or background given to Parisma.

9.3.2. any failure to comply strictly with the instructions, advice or recommendations given to the Buyer by Parisma.

9.3.3. any use or application of the Goods for any purpose other than those detailed in the Specification or advised by Parisma or

9.3.4. any breach of the obligations set out in clause 8;

9.6. It is understood that Parisma is not an insurer and insurance (if any) shall be obtained by the Buyer, and that amounts payable to Parisma under the Contract are based upon the value the Goods and/or Services to be provided hereunder and the scope of Parisma liability as set forth herein.

9.9. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the Specification shall be notified to Parisma within 7 days from the date of delivery. If delivery is not refused, and the Buyer does not notify Parisma accordingly, the Buyer shall not be entitled to reject the Goods and Parisma shall have no liability for such defect of goods.

9.10. Where any valid claim in respect of any of the Goods and/or Services which is based on any defect in the quality or condition of the Goods and/or Services or their failure to meet specification is notified to Parisma in accordance with these Conditions and provided the Goods are returned to Parisma premises carriage paid by the buyer, Parisma will at its option either replace the Goods (or the part in question) and/or Services free of charge or refund to the Buyer the Price of the Goods and/or Services (or a proportionate part of the price), but Parisma shall have no further liability to the Buyer.

9.11. Except in respect of death or personal injury caused by Parisma's negligence, Parisma shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Parisma employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer or the performance of the Services, and the entire liability of Parisma under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Conditions.

## **10. Buyers Indemnity**

10.1. The Buyer shall indemnify Parisma and keep it indemnified for the duration of the Contract against all injury (including death) to any persons and all loss and/or damage as a result of any act, default or negligence by the Buyer and its employees or agents (other than Parisma or its sub-contractors) and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

## **11. Insolvency of Buyer**

11.1. If the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or Parisma reasonably apprehends that any of the events mentioned above is about to occur then Parisma shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if 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.

**12. General**

12.1. Parisma shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Parisma's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Parisma's reasonable control.

12.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that party as its registered office or principle 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.

12.3. No waiver by Parisma of any breach of the Contract by Parisma shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.4. If any provision of these Conditions is held by any 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 thereby.

12.5. The Contract and its performance shall be governed by the laws of Jersey, Channel Islands, UK and Parisma agrees to submit to the non-exclusive jurisdiction of the Jersey, Channel Islands court.