



Hydrosphere UK Ltd

Terms and Conditions of Sale

9th February 2024

1. General

All orders are subject to these conditions of sale and the placing of an order by the buyer shall be considered as acceptance of these conditions. These conditions may not be modified or varied unless Hydrosphere UK Ltd (hereinafter referred to as 'the Company') agrees in writing and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the buyer. No Person has authority on behalf of the Company to vary any condition except a Director or the Company Secretary, and then only in writing signed by a Director or the Secretary.

2. Acceptance

By placing an order with the Company, the Customer is deemed to have accepted the terms of the Contract. No modifications of the terms and conditions shall have effect unless agreed in writing by the Company and signed by an authorised representative. The terms and conditions shall not be affected by any documentation or communication from the Customer purporting to give effect to different terms and/or conditions. The terms and conditions shall prevail over any terms and conditions in the Customer's order. No conduct of the Company shall be deemed constitute acceptance of any terms put forward by the Customer.

3. Validity of Quotation

The company reserves the right to refuse the buyer's acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn in such periods. No binding contract shall be created by the acceptance by the buyer of the Company's quotation until such notice of acceptance of the order has been given in writing which shall have been signed by the Company's duly authorised representative or the Company has indicated its acceptance of the offer by making delivery or part delivery of the goods. In the event that no quotation is given by the Company and it has received an order from the buyer, all deliveries are made subject to these conditions of sale.

4. New Accounts

Prospective customers wishing to open a credit account are requested to furnish two trade references and one Banker's reference. Until the opening of a credit account has been confirmed, a remittance should accompany the order, otherwise, delivery will not be made until after the references have proved acceptable.

5. Settlement Terms

(a) All accounts are payable within 30 days of invoice date. The Company, at its discretion, reserves the right to charge interest on accounts outstanding beyond the time specified in this condition. The rate of interest shall be 2% per calendar month. The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

(b) Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment, delivery or part, shall be made as if the same constituted a separate contract.

6. Prices

Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of despatch and any price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause.

7. Credit

Any contract shall be subject to the Company being satisfied as to the buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may, in its absolute discretion, accept a contract if the buyer tenders the purchase money to the Company in a form satisfactory to the Company, prior to shipment of goods.

8. Orders

Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expenses incurred by the Company as a result of duplication of orders will be charged to the buyer. Orders placed by credit account customers are only accepted in writing.

No Order which has been accepted by the Company may be cancelled by the Buyer, except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full, against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

9. Data / Telemetry Service Availability

The services are provided on an "on demand" basis and are subject to the availability of the applicable network. Services may be temporarily unavailable or limited because of various circumstances including (but not limited to) capacity limitations, network equipment failures, modifications, upgrades and repairs. The Company accepts no liability as a result of the unavailability of the network.

The Company may vary the technical specification of services from time to time if notified by the network and will notify the Customer in writing prior to the variation.

It is technically impractical to provide the services free of fault or error. The Customer acknowledges that the services have technical and coverage limitations, including (without limitation), reception problems, possible faults in transmission network, human errors including errors of any carrier and third parties and the physical location of equipment in relation to the transmission network.

10. Fair Use policy

The Company reserves the right to terminate or suspend service to the Customer if the Customer uses the equipment or service in a manner that causes abnormal network behaviour whether caused directly by the Customer or by a security breach impacting the Customer's equipment. The Customer acknowledges responsibility for any costs or expenses as a result of such an incident.

The Company reserves the right to terminate or suspend service to the Customer if the Customer does not respond to usage alerts.

11. Delivery

Delivery dates are promises given in good faith by the Company to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. No liability for direct or consequential loss or damage arising from delay in delivery will be accepted by the Company.

12. Title of Goods

The Company and the buyer expressly agree that until the Company has been paid in full for goods supplied:

The goods remain the property of the Company although the risk therein passes to the buyer at the point when delivery is made.

The Company may recover those goods at any time from the buyer if the Company judges that the amount outstanding from the buyer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the buyer: and for that purpose the Company, a servant and agents may enter upon any land or building upon which the goods are situated.

If the buyer incorporates such goods into other products, with the addition of his goods or those of others, or uses such goods as materials for other products, with or without such addition, the property in those other products is upon such incorporation or use ipso facto transferred to the Company and the buyer as bailee of them for the Company will store the same for the Company in a proper manner without charge to the Company.

The buyer has the right to dispose of the goods or such other product in the course of his business for the account of the Company and to pass good title to the goods or products to his customer being a bona fide purchaser for value without notice of the Company's rights.

In the event of such disposal the buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain there from an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the buyer's price from the buyer's customer to the extent unpaid; if the Company avails itself of this right, it will account to the buyer for any excess less any expenses incurred by effect by effecting recovery.

13. Carriage

The delivery terms of all contracts are ex-works from the Company's factory. Where the Company arranges the transport of any order the cost of carriage will be charged.

14. Damage in Transit and Shortages

The company will, when the price quoted includes delivery, repair or replace free of charge goods damaged in transit provided that the carriers and the Company receive written notification of such damage within three days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

15. Returns

Goods correctly supplied may not be returned without the Company's written agreement. Goods so returned must be consigned carriage paid' and accompanied by a packing note stating the Company's invoice number and date thereof together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances, and in other instances, a re-stocking fee of 20%, of the invoiced value, will be charged.

16. Warranty

The Company's warranty provides free replacement cover for all defects in parts and workmanship for a period of twelve months from the date of purchase. The Company's obligation in this respect is limited to replacing parts which have been promptly reported to the purchaser as having been in his opinion defective and are so found by the Company upon inspection.

Defective parts must be returned 'carriage paid' to Hydrosphere UK Ltd, The Old Grain Store, West End Farm, Upper Froyle, Hampshire GU34 4JR United Kingdom.

This warranty is void in the event of improper installation owner neglect or natural disasters. No responsibility is assumed for incidental or consequential damage. No responsibility is assumed for damage caused by the use of any unauthorised components, miss-use, natural disasters, lightning, gale or stronger force winds.

17. Descriptive Matter and Illustrations

All descriptive and forwarding specifications drawings and particulars of weights and dimensions issued by the Company are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.

18. Limits of Contract

Any quotation includes only such goods, accessories and work as are specified therein.

19. Liability and Indemnity

This clause sets out our liability under a Contract, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Due to the nature of the Products and Services, the use of these items by the Customer and Users, and knowing that third parties will rely on the Customer's use of such items, where we have supplied the Product or Services in conformance with the Contract (including Product Guide) and done so without a material defect being in issue, the Customer is responsible for using the Products in accordance with the Product Guide and Operating Procedures, and the Customer will release us from liability for the use, acts and omissions in respect of the Product and Services otherwise.

We will not be responsible for or liable for inaccurate results produced by any of our Products due to inaccurate, lacking or not up-to-date data or information supplied or inputted by the Customer, a User, any third party supplier, or by or on behalf of a shipper, harbour master or relevant authority.

Except to the extent that clause 12.5 applies, the Customer shall be liable for and indemnify and keep indemnified us and our directors, officers, agents, employees and contractors (the "Indemnified") against all actual, direct, indirect or alleged claims, damages, demands, losses, costs, liabilities, suits, actions, expenses or proceedings of whatsoever nature whether arising under any statute, equity or at common law arising out of or in connection with: (a) your use of the Product or Services, or any claim (including any third party claim) in respect of the use of the Product or Services (or any software or documentation in respect of such), that is in any way in breach of an Operating Procedure, the Product Guide, or is in breach of or inconsistent with the Permitted Use (including for damage to property, injury to person, or death of any person (including the Indemnified)); (b) the Customer's or a User's erroneous use, data input, wilful misuse of or misconduct in connection with a Product, an App or software we supply;

(c) the Customer's or a User's actual or alleged use of the App or any of our software in breach of the Contract (including EULA) or in violation of applicable law; or

(d) any actual or alleged infringement or misappropriation of third party intellectual property rights or breach of privacy obligations arising from data provided to us by the Customer or otherwise inputted into the App, whether by the Customer, a User or other person.

Except where the Customer or User breaches a Software Licence provision or confidentiality obligation under the Contract (made up of its parts), or infringes any intellectual property right in the Product or Service, in any other event, the Customer's total liability under the Contract (made up of its parts) under any theory of liability, whether by statute, in an equitable, legal, or common law action, whether for contract, strict liability, indemnity, tort (including negligence), for legal fees and/or costs, or otherwise, for damages which, in the aggregate, will not exceed the amount actually paid and due to be paid by Customer under the Contract for Product, App and Services which gave rise to such damages and expenses. The indemnity in favour of OMC and the Indemnified in clause 12.4 does not apply to the extent that a third party makes a claim for the infringement of its intellectual property rights by us.

To the extent permissible by law you release us and the Indemnified from and against any claims, suits, demands, actions now or at any time in the future by any of your Users relating directly or indirectly to the relevant Contract (made up of its parts) or the supply of Product, software or Services any other good or service by us or your use of those items.

To the maximum extent permitted at law, our liability is limited as follows:

(a) in respect of a supply of a good or service under a Contract:

(i) at our discretion we may resupply the affected good or service again (or we may elect to pay a third party to supply the affected good or service again);

(ii) our liability is capped to the amount that the Customer actually paid for the affected good or service (except where we are liable for a claim that our Product, App, software or Service infringes a third party's intellectual property right);

(b) IN ANY EVENT, OUR TOTAL LIABILITY UNDER A CONTRACT (MADE UP OF ITS PARTS) UNDER ANY THEORY OF

LIABILITY, WHETHER BY STATUTE, IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION, WHETHER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), FOR LEGAL FEES AND/OR COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER UNDER THE CONTRACT FOR THE GOODS AND SERVICES WHICH GAVE RISE TO SUCH DAMAGES AND EXPENSES;

(c) IN NO EVENT WILL WE BE LIABLE TO THE CUSTOMER IN RESPECT OF PRODUCTS OR SERVICES THAT HAVE NOT BEEN PAID FOR;

(d) IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING DAMAGES WHICH DO NOT NATURALLY ARISE) AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OR CORRUPTION OF DATA OR INFORMATION, BUSINESS INTERRUPTION OR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, GOODWILL OR DAMAGE TO THE HEALTH OR SAFETY OF ANY PERSON OR INDIVIDUAL; AND

(e) THESE LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

20. Patents

In the event of any claim being made or action being brought against the buyer in respect of infringement of British Patents by the use or sale of goods supplied by the Company, the buyer shall notify the Company immediately and the Company shall be at liberty with the buyer's assistance if required, but at the Company's expense, to conduct through the Company's own lawyers and experts all negotiations for the settlement of the same or any litigation that may arise there from: subject to such notifications and provided that no goods or any part thereof, shall be used for any purpose other than that for which the Company supplied them, the Company supplied them, the Company will indemnify the buyer in respect of any such claims.

21. Bankruptcy

In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer or if he offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a Limited Company, has a receiver appointed of its undertaking or assets or any part thereof or, for the purposes of reconstruction of amalgamation without insolvency, goes into liquidation, the Company shall there upon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, or at the Company's option to make partial deliveries.

22. Copyright

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein.

23. Value Added Tax

Where chargeable, Value Added Tax will be charged at the rate applicable at the date of despatch.

24. Legal Construction

Unless otherwise agreed by the Company in writing, these conditions shall in all respects be constructed and operate as an English contract, in conformity with English Law.