2026 GENERAL TERMS AND CONDITIONS OF SALE – UK

FOR THE HYDRO GROUP

In these general terms and conditions of sale ("**GTC**"), "**Seller**" means Hydro International Ltd. and its affiliated entities, and "**Buyer**" means the Buyer of products, equipment and/or services, as agreed between Buyer and Seller (hereinafter "**Products**" "**Equipment**" and/or "**Services**"). The Seller and Buyer are jointly referred to as "**Parties**".

1. APPLICABILITY

1.1. These GTCs apply to all offers, agreements, signed and/or confirmed (electronic) order forms whether or not made via an electronic exchange portal of the Seller or the Buyer ("Order").

1.2. Any Buyer's (general/purchasing) terms and conditions shall not apply unless accepted in writing by the Seller.

2. OFFER ACCEPTANCE AND CANCELLATION

2.1 All quotes made by the Seller are without obligation and shall be valid a maximum of 30 days, unless written differently on the quote.

2.2 Orders by the Buyer shall not bind the Seller until they are i) confirmed by the Seller in writing and/or by email ('the Order Acknowledgment); or ii) confirmed by the Seller in an electronic exchange portal.

2.3 Pursuant to the Order Acknowledgement, the Buyer may cancel an Order only with the Seller's prior written consent and subject to the Buyer paying, or agreeing in writing to pay, the applicable Cancellation Charges set out in clause 2.4.

2.4 The Buyer shall pay one or more of the following charges in connection with any cancellation of an Order (the "Cancellation Charges"):

2.4.1 where production, manufacture and/or the provision of services has not commenced, an amount equal to 20% of the Order value (exclusive of VAT);

2.4.2 where production, manufacture and/or the provision of services has commenced, an amount equal to 100% of the Order value (exclusive of VAT); and/or

2.4.3 any mobilisation costs and any other costs, losses, liabilities or expenses reasonably incurred by the Seller in connection with the Order.

3. DELIVERY OF PRODUCTS

3.1 Title to Products shall not pass to the Buyer until the Seller receives payment in full (in cash or cleared funds) for the Products. Until title in the Products has passed to the Buyer, the Buyer shall maintain the Products in satisfactory condition and shall not pledge or grant any security over the Products. Notwithstanding the foregoing, the Buyer may resell the Products prior to the Seller receiving full payment for the Products, in the ordinary course of its business (but not otherwise) and provided that (i) it does so under the condition that title in the Products will not pass to the Buyer's customer until the Buyer has fulfilled its payment obligations to the Seller in full, and (ii) it does so as principal and not as the Seller's agent.. Seller shall use all reasonable endeavours to meet any delivery dates specified in the Order. The Seller shall not be in default until it has been given written notice of default by the Buyer in accordance with the statutory provisions.

3.2 Seller reserves the right to deliver in parts, in which case each delivery will be considered an independent delivery

3.3 The Products shall be deemed delivered as soon as the Seller has presented them at the agreed address in conformity with the Order. If the Buyer refuses to take delivery of the Products on the day of delivery, it shall be liable to pay damages to the Seller.

3.4 Once the Products have been delivered, the Seller has fulfilled its obligations under the agreement. Installation and assembly of the Products are at the Buyer's expense and risk.

3.5 For international deliveries:

3.5.1 the delivery of the Products shall be subject to the INCOTERM 2020 terms and conditions. The Order Acknowledgment contains the specific agreed condition under which the passing of risk takes place (Ex Works, DDP, FCA etc).

3.5.2 the Buyer shall obtain any necessary import licenses or permits necessary for the entry of the Products into the destination country, or their delivery to the Buyer.

3.5.3 any customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the purchase, importation and delivery of such Products shall be borne by Buyer, unless otherwise agreed by INCOTERM.

3.6 The Seller shall at all times be entitled to require security for payment of the purchase price from the Buyer prior to delivery.

4. QUALITY OF PRODUCTS

4.1 Product's Warranty: the Seller warrants on delivery of the Product and for any warranty period confirmed by the Seller in the Order (if any) the Products shall:

4.1.1 conform in all material respects with their description;

4.1.2 be free from material defects in design, material and workmanship; and

4.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

4.1.4 be fit for any purpose held out by the Seller in writing.

4.2 The Seller shall not be liable for the Products' failure to comply with the Products' Warranty if:

4.2.1 the Products require installation and i) the Products were not installed by the Seller, and ii) the Products were not installed in line with Seller's instructions;

4.2.2 the Products require maintenance in accordance with the Seller's written instructions, and such Products were not maintained by the Seller when required;

4.2.3 the Buyer alters or repairs such Products without the written consent of the Seller;

4.2.4 the defect is due to or caused by a Force Majeure Event;

4.2.5 the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;

4.2.6 the defect arises as a result of wear and tear, willful damage, negligence, or abnormal working conditions;

4.2.7 where inadequate measures (as determined by the Seller acting reasonably) have been taken to protect the Products from damage;

4.2.8 the failure to comply with the Products' Warranty is only cosmetic or superficial; or

4.2.9 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

4.3 Except as provided in this clause 4, the Seller shall have no liability to the Buyer in respect of the Products' failure to comply with the Products' warranty.

4.4 The Product Warranty shall apply also to any repaired or replacement Products supplied by the Seller.

5. DELIVERY OF SERVICES

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5.1 The Seller shall supply the Services to the Buyer in accordance with i) the agreed works programme as included in Seller's quote and/or ii) the Services specifications as agreed in the Order.

5.2 The Seller shall use reasonable endeavors to meet any performance dates for the Services specified on the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

5.3 The Seller may invoice any costs incurred by Seller due to delays in performance caused by Buyer (e.g. storage costs and/or aborted labor costs):

5.3.1 If the Buyer postpones performance of the Services, within 3 working days of the scheduled date of performance, the Buyer pays the cost of the aborted labour scheduled to carry out the postponed work for the 3 working days period.

6. BUYER'S OBLIGATIONS

The Buyer shall:

6.1 ensure that the terms of the Order, and any other information it provides to the Seller, including the Services specifications and the Products specifications, and any information about the buyer's site(s) are complete and accurate;

6.2 co-operate with the Seller, in all matters relating to the Services;

6.3 provide the Seller, its employees, agents, consultants and subcontractors, access to:

6.3.1 the Buyer's site(s) where the relevant Products and/or Equipment are located and access to the Products and/or Equipment at such Site(s) where the Services are or include commissioning Services, refurbishment Services, data collection services or the maintenance Services of any Products or Equipment;

6.3.2 the Buyer's site(s) where the gauging spots are located and access to the gauging spots, where the Services are or include data collection Services; and

6.3.3 the Buyer's premises, office accommodation and other facilities required by the Seller to provide the Services.

6.4 when requested by the Seller, promptly provide the Seller with such information and materials as the Seller may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

6.5 obtain and maintain all necessary licenses, permissions and consents which may be required for the Services before the date on which the Services are to start;

6.6 comply with all applicable laws, including health and safety laws;

7. BUYER DEFAULT

7.1 If the Seller's performance of any of its obligations under the Order is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

7.1.1 without limiting or affecting any other right or remedy available to it, the Seller shall have the right to immediately suspend supply of the Products or Equipment or performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations, in each case to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations;

7.2 the Seller shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Seller's failure or delay to perform any of its obligations as set out in this clause 7; and

7.3 the Buyer shall reimburse the Seller on written demand for any costs or losses sustained or incurred by the Seller arising directly or indirectly from the Buyer Default.

8. PRICES

8.1 All prices are exclusive of VAT and transport costs and storage costs, unless otherwise agreed. The price includes Hydro standard packaging, unless otherwise agreed.

8.2 In case of any price changes in cost-determining factors after the commencement of the Order, the Seller is entitled to change the agreed price proportionally.

9. PAYMENT

9.1 Payment must be made within 30 days of the invoice date without the possibility to set-off any amounts, unless otherwise agreed.

9.2 If the term of payment is exceeded, the Buyer shall owe interest of 1% per month, with part of a month counting as one full month.

9.3 If the Buyer fails to pay on time, the costs incurred by the Seller in collecting the amount due shall be borne by the Buyer and such costs shall be a minimum of 15% of the amount due.

9.4 The Seller is entitled to require full or partial payment in advance from the Buyer in certain cases as confirmed in the Order. For Orders from new customers, advance payment on the first Order is applied.

10. DEFECTS AND COMPLAINTS

10.1 Transport damage or defects must be noted on the bill of lading as soon as possible after unloading the Products and before the transporting company leaves Buyer's site, in any event, reported in writing to the Seller within 24 hours of receipt.

10.2 Complaints for Products and/or Services must be brought to the attention of the Seller within 3 days of their discovery by the Buyer. Failure to report a complaint within 3 days shall result in the loss of the Buyer's rights with regard to the complaint.

10.3 Return shipments as a result of complaints can only take place with the Seller's express prior consent.

10.4 Complaints, which are accepted by the Seller, do not give the Buyer any right other than to replace or repair the delivered item and/or Service itself.

10.5 Any complaints do not release the Buyer from the obligation to pay within the agreed payment period in the Order.

10.6 A claim for a defect in the Product shall in any case lapse if no complaint is made within 12 months after acceptance of the delivery.

11. PURCHASE ON SAMPLE AND/OR INSPECTION

11.1 If a sample was provided by the Seller to the Buyer at the time of the quote, the Seller is only obliged to deliver in accordance with the sample, unless otherwise agreed in writing.

11.2 If an inspection by the Buyer has been agreed, the Buyer shall be obliged to carry out the inspection and other necessary tests within 14 days of the Seller's notification that the Products are ready. After the expiry of this period, the Products delivered shall be deemed to have been accepted by the Buyer.

11.3 In case of purchase on sample, the Seller does not accept any liability for defects, which the sample, on the basis of which the purchase was made, already had.

12. FORCE MAJEURE

12.1 Neither Party will be responsible for failures to perform the Agreement, damages or delays resulting from causes beyond the reasonable control of such Party, including but not limited to fire, explosion, flood, war, strike, pandemic, epidemic or riot, provided that the non-performing Party uses commercially reasonable efforts to avoid or remove such causes of non-performance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

12.2 The Party that failed to perform will:

12.2.1 promptly notify the other Party of the failure to perform, the event that caused such failure and supporting evidence or material illustrating why the event has prevented the Party from performing the Agreement; and

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12.2.2 use its best efforts to recommence performance of the obligations that it has failed to perform as soon as reasonably possible after the event has ended.

12.3 If a force majeure event has a material impact on a Party's ability to perform its obligations in accordance with the Agreement for a period of more than sixty (60) consecutive calendar days, the other Party may immediately terminate the Agreement by written notification.

13. LIABILITY

13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with the Order including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

13.2 Any liability of Seller for damages, on any grounds whatsoever, shall be limited to a maximum amount equal to the invoice value for the Products and/or Services delivered.

13.3 In any case, the Buyer is not eligible for reimbursement:

- Indirect or consequential loss;
- loss of business (business interruption, loss of income, etc.) due to any cause;
- damage caused by intent or gross negligence of auxiliary persons or third parties;
- damage, due to a defect, which Buyer could have discovered from the sample or by the agreed inspection;
- damage resulting from inexpert and/or non-agreed installation, assembly, revision and/or use of the delivered Products, whether or not by a third party;
- damage resulting only in a minor impairment of the Product's usability or in case of natural wear and tear on the Product .

13.4 Complaints must be made to Seller within a reasonable period of of 1 month after discovery of damage. A claim for damages must then be submitted within 6 months of the complaint or the Buyer forfeits all rights to damages.

13.5 The Buyer shall indemnify the Seller against all third-party claims for damages directly or indirectly related to the Products delivered.

13.6 If the Seller is required to carry out design, the Seller carries out that design using the reasonable skill and care expected of an appropriately qualified and competent designer experienced in designing similar works. Notwithstanding anything to the contrary contained in these GTC's, the Seller shall not be construed as owing any greater duty or obligation than to carry out the design according to the standard of reasonable skill and care provided for in this clause.

13.7 The Seller is not liable for any design work carried out by others, unless they are directly appointed by the Seller.

13.8 If the Seller undertakes a site survey, the Seller is only liable for the extent and content of the site survey undertaken.

14. INTELLECTUAL PROPERTY

14.1 The Agreement is not intended to change the (already existing) claims of the Parties or third parties on intellectual property rights, unless any agreement explicitly contains a (deed of) transfer of intellectual property rights. The Parties do not grant each other any rights (by license or otherwise) in respect of materials and/or Products protected by intellectual property rights.

14.2 The Buyer shall not disclose to third parties any data, information, intellectual property or know-how it obtains from the Seller in the course of providing the Products and/or Services.

15. CONFIDENTIALITY, REPUTATION AND DISCLOSURE PROHIBITION

15.1 Each Party is obliged to keep confidential all information and other data obtained directly and/or indirectly from the other Party. The Parties shall not disclose such information and data to any other Party, except if and to the extent necessary for the performance of the relevant agreement and the other Party consents in writing. The Parties shall not use such information and data for purposes other than the performance of the relevant agreement.

15.2 Neither Party may use the name of the other Party in publications, advertisements or in any other manner unless it receives prior written consent from the other Party.

16. SUSTAINABILITY AND RISK REQUIREMENTS

16.1 The Buyer shall comply with all relevant regulations, rules and laws relating to human rights (including section 1502 of the Dodd-Frank Act), health, safety and the environment and anti-bribery, anti-corruption, (including the UK Bribery Act and The US Foreign Corrupt Practices Act, where applicable) anti-slavery, economic sanctions, anti-money laundering and US, EU and UK trade sanctions requirements.

16.2 The Buyer specifically agrees that the goods will not at any time directly or indirectly be exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with said laws and regulations.

16.3 The Buyer shall indemnify Seller for any costs, damages and/or loss arising out of an identified breach of this clause 16.

16.4 Seller shall be entitled to immediately cancel all or part of a relevant Agreement if there is a breach of this clause 16 by the Buyer.

17. SEVERANCE

17.1 If any provision of the Agreement should be deemed illegal, unenforceable or void, that provision will be limited or eliminated to the minimum extent necessary for the Agreement to remain otherwise in full force and effect and enforceable. The parties will then mutually agree on a new provision that will approximate the content and scope of the original provision, without itself becoming illegal, unenforceable or void.

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in these GTCs are intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

18.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

19. TERMINATION

19.1 If either Party is in material or persistent breach of its obligations under these GTC's and shall fail to remedy the same after receiving 10 days' notice from the other Party specifying the breach and requiring its remedy, then the notifying Party shall be entitled by written notice to the other Party to terminate the Order.

19.2 In the event that either Party terminates the Order in accordance with clause 23.1, the Seller is entitled to payment for Products delivered, Services carried out and any cost which the Seller has paid or committed to pay before termination which cannot be recovered by the Seller.

19.3 In the event of termination of the Order in accordance with clause 23.1, neither Party is entitled to recover any amount in respect of indirect or consequential loss"

20. ENTIRE AGREEMENT

20.1 The GTCs together with the Order constitutes the entire agreement between the parties and supersedes and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.

21. VARIATION

21.1 Except as set out in these GTCs, no variation of the Order shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives).

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22. APPLICABLE LAW AND DISPUTES

22.1 All Orders and/or agreements are governed by the laws of England and Wales.

22.2 Any disputes between the Seller and the Buyer will be submitted to the competent courts of England and Wales.

23. PUBLICATION OF GENERAL TERMS AND CONDITIONS

23.1 These GTCs are updated from time to time. The latest version of the GTCs will be published on the Hydro website www.hydro-int.com. The GTCs will be sent upon request.

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