

1. Definitions

- 1.1 In this Agreement:
- (a) "Hydro-Logic" or "HL" means Hydro-Logic Ltd and all its business streams and divisions
 - (b) "this Agreement" shall mean these Terms & Conditions of Business, the Hydro-Logic Offer ("the Offer") and any variations thereof made in accordance with Clause 3 hereof, instanced upon acceptance of an order
 - (c) "force majeure" shall mean conditions beyond the reasonable control of Hydro-Logic. These including those consequent upon the Client, or their Agents, or any other third parties e.g. failure to prepare or supply dependent items or information, postponement etc. The definition also means all natural and unnatural events and disasters, including, but not limited to: fire, storm, flood, earthquake, volcanic eruption, war, nuclear contamination etc.
 - (d) "Services" shall mean the consulting services to be provided hereunder set out in the Offer
 - (e) "Products" shall mean the products to be provided hereunder set out in the Offer
 - (f) "Goods" mean the services and/or products to be provided hereunder set out in the Offer
 - (g) "Project" means the planning and delivery of the above goods
 - (h) "in writing" shall include any communication sent by post, e-mail or facsimile and "written" shall be construed accordingly.
 - (i) "Client" or "Buyer" means the party or parties specified in the Offer to supply.
- 1.2 The headings in this Agreement are for guidance only and shall not affect its construction.

2. Company Policies

- 2.1 Customers, Partners and Suppliers should be aware of HL policies and procedures, within which the organisation operates, including those for Quality, Environmental and Health and Safety. More details are available from our Web Site or upon request.

3. Third Party Rights

- 3.1 Nothing in this Agreement confers or purports to confer on any third party any benefit or right to enforce any term of this Agreement.

4. Acceptance and Variations

- 4.1 These conditions should govern and be incorporated in every contract to the exclusion of other terms and conditions (including any terms or conditions which the buyer purports to apply under any purchase order, confirmation of order or similar document).
- 4.2 No variations to the terms of this Agreement shall be made except by agreement in writing between the parties.
- 4.3 HL quotations are by default valid for a period of 30 days, with any variation show on the quotation or proposal.
- 4.4 HL price lists may be changed at any time, without notice, except by specific written agreement such as a framework contract, and therefore should not generally be considered as an offer or quotation.
- 4.5 HL may modify or withdraw offers at any time prior to formal written acceptance of the buyer's order.
- 4.6 HL may modify or withdraw offers at any time after written acceptance, subject to the outcome of a site visit or the emergence of other information not fully or accurately disclosed before the offer was made (see Liability)

5. Entry into Force

- 5.1 This Agreement shall enter into force immediately after the following conditions have been met:
- (a) the Offer has been accepted in writing by the Client (e.g. by a Purchase Order) and either agreed in writing by the Seller (e.g. via an Order Acknowledgement) or by commencement of delivery of the Goods
 - (b) any advance payment specified in the Offer has been credited to the account of Hydro-Logic at its bank.
- 5.2 No order which has been accepted by the seller may be cancelled by the buyer except with written agreement of the seller and on the terms that the buyer shall indemnify the seller 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 seller as a result of cancellation.

6. Appointment

- 6.1 HL shall be subject to the terms hereof and in particular to the provision or supply by the Client (free of charge to Hydro-Logic) of the data, information, assistance, facilities and approvals set out in the Offer to carry out the Project in consideration whereof Hydro-Logic shall be remunerated in accordance with the terms of the Offer.

7. Specifications and Confidentiality

- 7.1 Unless where stated in writing to be exact or expressly made of the essence all descriptions, specifications, drawings, weights, dimensions, capacities, prices and other data quoted included in any sales literature or otherwise submitted by the seller are to be deemed approximate only.
- 7.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the seller shall be subject to correction without any liability on the part of the seller.
- 7.3 All material submitted by the seller must be treated as confidential and not disclosed to any third party.

8. Intellectual Property Right

- 8.1 The copyright and other like intellectual property rights in all documents (including any maps or computer programs) prepared or compiled by Hydro-Logic hereunder shall remain vested in Hydro-Logic but the Client shall have a free licence to use such of those documents as are supplied hereunder for those purposes for which the same were prepared or compiled.

Where appropriate the buyer must take the necessary steps to protect the buyer's IPR rights.

9. Delivery

- 9.1 Unless agreed in writing before the commencement of the contract, the time of delivery is not of the essence of the contract and shall not be made so by the serving of any notice.
- 9.2 The seller shall not be made responsible for any costs relating to the time of delivery, and may make partial deliveries.
- 9.3 The place of delivery, type of carrier, and packaging for goods may not be changed from the normal HL arrangements after project commencement, except by mutual written agreement, and acceptance by the buyer of any additional costs.
- 9.4 The buyer must notify the seller of any defect in products or services, within 10 days of delivery.
- 9.5 The buyer shall take all care of suspected defective products until returned under warranty, within 20 days of notification.

10. Payment

- 10.1 Unless otherwise agreed in writing, or stated in the sellers quotation or acknowledgement of order, all projects including significant value of products and/or services will be subject to invoicing upon mobilisation for equipment and other start up costs, and at other appropriate milestone stages during the project. The specific and appropriate deliverables, and anticipated timing of these other milestone stages will be subject to discussion and confirmation upon project start up.
- 10.2 Payment shall be made so as to be received by Hydro-Logic's bank within 30 days of the presentation of a valid invoice by Hydro-Logic, including VAT and any other applicable taxes at the prevailing rate, and no payment shall be deemed to have been received until the seller has received cleared funds.
- 10.3 The seller reserves the right to demand the payment of overdue invoices at any time before proceeding further in the project or any other contract with the buyer, and to charge interest on overdue payments.
- 10.4 The seller shall have a lien on all delivered and undelivered goods which the buyer agrees to purchase from the seller for all monies due from the buyer to the seller under any contract between them. The buyer shall not be entitled by reason of any set-off counterclaimed, abatement or analogous deduction to withhold payment of any amount due to the seller unless agreed in writing by a director of the seller or the buyer has a valid court order requiring an amount equal to such deduction to be paid by the seller to the buyer.
- 10.5 The seller may, by negotiation, fairly increase the price of goods to reflect increases in costs during the life of the project or framework contract, or else terminate the agreement if consensus cannot be achieved.

11. Suspension and Termination

- 11.1 Either party may give 14 days written notice of termination to the other party in the event of (a) a breach by the other party which has not begun to be rectified within 14 days of written notice thereof or of (b) the persistence of force majeure for 60 days or more.
- 11.2 Payment to Hydro-Logic in the event of termination as aforesaid shall comprise (a) payments due for such of the Project carried out up to and including the date of termination (b) payments due pursuant to Clause 7.3 hereof and (c) the costs of repatriation (if any) and of any commitments entered into by Hydro-Logic on the assumption that this Agreement would run its full course.

12. Language, Weights and Measures

- 12.1 All written communications between the parties and all documents supplied shall be in the English language and all calculations will be based on the metric system of weights and measures.

13. Law

- 13.1 The construction validity and performance of this Agreement shall be governed by and construed under the laws of England and for all matters arising under out of or in connection with this Agreement the parties shall submit to the exclusive jurisdiction of the courts of England and Wales, unless otherwise agreed in writing, prior to commencement of contract.
- 13.2 Nothing in these terms and conditions shall prejudice other rights and remedies for the buyer under the law.

14. Liability: General

- 14.1 Hydro-Logic shall exercise reasonable skill care and diligence in the provision of the Goods and/or Services hereunder and shall only be liable for any negligent failure so to provide.
- 14.2 No guarantee of result, outcome or performance other than is consistent with clause 1 above is provided, and payment shall not be deemed conditional upon any particular result, outcome or performance.
- 14.3 Hydro-Logic shall have no liability for any failure or delay in the provision of the Goods and/or Services or any part thereof resulting from force majeure and the Client shall, where appropriate, continue to pay Hydro-Logic in accordance with the terms hereof during the persistence of force majeure.
- 14.4 HL Liability for indirect or consequential costs and damages, howsoever arising (including force majeure), is expressly excluded.
- 14.5 Any property owned or otherwise supplied by (or on behalf of) the buyer will be at the buyer's risk.
- 14.6 In the case of export of products and/or services the buyer shall be responsible for all insurance, duties and other legal requirements. Payment terms will be specified by the seller, and delivery will be dependent upon payment
- 14.7 Save where otherwise agreed between the parties in writing, Hydro-Logic shall be entitled at the cost of the Client to carry out a prior inspection of the site at which the Services are to be performed and/or the Products delivered. In the absence of any such inspection, the client shall accept responsibility for the completeness and accuracy of all necessary information regarding the site and associated requirements, and the provisions of the foregoing sub clauses of this clause shall apply, including payment for HL costs and staff time incurred as a result of any shortfall in the necessary information.

15. Liability: Services

- 15.1 The total liability of Hydro-Logic under or in connection with this Agreement howsoever arising shall not exceed in aggregate three times the fees payable to Hydro-Logic under this agreement (excluding VAT), or £1,750,000, whichever is the lesser.
- 15.2 If any part of the Services is performed negligently or in breach of the provisions of this Agreement then, at the request of the Client (if the request is given within three months of the delivery), HL shall be entitled to re-perform the relevant part of the Services, always subject to Clause 13 above.

16. Liability: Products

- 16.1 The seller shall not be liable to the buyer:
- Under exceptions covered in other sections of this document, including the event of force majeure
 - For defects in the goods caused by fair wear and tear, abnormal or unsuitable conditions of storage, or use outside the advertised and recommended conditions, or any act, neglect or default of the buyer or any third party.
 - Where inadequate measures have been taken to protect the goods from damage by whatever cause.
 - For damage to an individual product or component caused by other products or components not supplied by HL, or which are themselves outside of Warranty, or are otherwise defective or improperly used.
 - Where installation or servicing has been carried out other than by HL staff or authorised representatives.
 - For any consumable supplied.
 - For impacts from consumable parts, such as battery leakage.
 - For superficial or cosmetic damage.
- 16.2 The buyer is not subject to any liability outside the product warranty period and conditions (see Warranty).
- 16.3 Where liability is accepted by the seller, the seller's only obligations shall be at its option to make good any shortage or non-delivery and/or as appropriate to replace or repair any goods found to be damaged or defective and/or to refund the costs of such goods to the buyer.
- 16.4 The buyer shall indemnify the seller against any losses, liabilities and costs incurred by the seller or any other party as a direct or indirect result of work carried out in accordance with the specifications of the buyer
- 16.5 The seller shall not be held responsible, or support warranties for the products, if they are exported, resold or modified by the buyer, or used in any way inappropriately or illegally by the buyer or any other party.
- 16.6 Where SIM cards and similar telecommunication devices are included with equipment these remain the property of the seller, unless provided separately by the buyer. At the end of a contract these shall be returned and/or the telecommunications disabled, as agreed with the seller. The buyer shall be wholly liable for any misuse, unauthorised removal from the original equipment, failure to return the items, or continued costs after the end of the contract period.
- 16.7 The Seller reserves the right to permanently disable SIM cards and similar telecommunications devices at the end of a contract or when misuse is suspected. Note that in many cases the device cannot then be re-instated.

17. HL Product Warranty

- 17.1 All new HL Products and individual replacement components carry a limited warranty against defects in materials and workmanship, for a period defined in the version of the After Sales Support Services document which is current at the time of ordering. The warranty period starts from the date of supply, and extended warranties are often available.
- 17.2 If such a defect arises and is accepted during the warranty period, HL undertakes to do one of the following, at no additional charge to the client:
- Repair the product with equivalent replacement parts
 - Replace the product with an appropriate exchange
 - Refund the purchase price of the individual product
- Provided that in each and every such case the product is returned to HL in the same condition as it was delivered (fair wear and tear excepted) but in any event properly cleaned and packaged.
- 17.3 Individual replacement parts, if new, are also subject to warranty.
- 17.4 In the case of a suspected failure or defect during a warranty period, the entire product must be returned (at the buyer's cost of postage) for inspection and analysis, and arrangements should be made via the Service Desk.
- 17.5 In keeping with our Health and Safety system, HL reserve the right to reject items delivered or returned that have not been de-contaminated appropriately and are viewed as unsafe. Any such rejects will be notified immediately.

18. Third Party Product Warranty

- 18.1 For other Products (including HL components and products contained in other suppliers products, bundles or promotions):
- All warranty claims are to be made in accordance with the third party suppliers terms and conditions
 - Such claims should be made directly to the third party supplier and not to HL
 - Initial reporting of issues which may lead to such claims may be made via the Service Desk.