

## 1. Definitions

- 1.1 In this Agreement:
- (a) "Hydro-Logic Services" or "HLS" or "the Seller" means Hydro-Logic Services (International) Ltd and all its business streams and divisions .
  - (b) "this Agreement" shall mean these Terms & Conditions of Business, the Hydro-Logic Services 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 Services. These include those consequent upon the failure by Third Parties (including the Client), to prepare or supply dependent items or information, and postponement or delay due to factors beyond Hydro-Logic Services' control, including those related to the occurrence or effects of all natural and unnatural events and disasters, including, but not limited to: fire, storm, flood, earthquake, volcanic eruption, war and nuclear contamination.
  - (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 The attention of Customers, Partners and Suppliers is drawn to the policies and procedures operated by Hydro-Logic Services, 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 No variations to the terms of this Agreement shall be made except by agreement in writing between the parties.
- 4.2 Hydro-Logic Services offers are by default valid for a period of 30 days. Any subsequent variation in terms, conditions or prices will be shown in a superceding Offer
- 4.3 Hydro-Logic Services charge rates and product 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.
- 4.4 Hydro-Logic Services may modify or withdraw offers at any time prior to formal written acceptance of the buyer's order.
- 4.5 Hydro-Logic Services 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 Services at its bank.
- 5.2 No order which has been accepted by the seller may be cancelled by the buyer except with the 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 Hydro-Logic Services shall be subject to the terms hereof and in particular to the provision or supply by the Client (free of charge to Hydro-Logic Services) of the data, information, assistance, facilities and approvals set out in the Offer to carry out the Project in consideration whereof Hydro-Logic Services shall be remunerated in accordance with the terms of the Offer.

## 7. Intellectual Property Right

- 7.1 The copyright and other like intellectual property rights in all documents (including any maps or computer programs) prepared or compiled by Hydro-Logic Services hereunder shall remain vested in Hydro-Logic Services 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 seller's IPR rights.

## 8. Delivery

- 8.1 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. Where appropriate, the stated delivery is subject to delivery by suppliers.
- 8.2 The buyer must notify the seller of any defect in products or services, within 10 days of delivery.

- 8.3 The buyer shall take all care of suspected defective products until returned under warranty, within 20 days of notification.

## 9. Payment

- 9.1 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.
- 9.2 Payment shall be made so as to be received by Hydro-Logic Services' bank within 30 days of the presentation of a valid invoice by Hydro-Logic Services, 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.
- 9.3 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 at 3% above the prevailing bank base rate
- 9.4 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.
- 9.5 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.
- 9.6 Where the services include Products, the seller may issue an invoice covering the Product component of the order prior to installation of such Products. This will usually be at the point that such Products are ordered from the supplier.

## 10. Suspension and Termination

- 10.1 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.
- 10.2 Payment to Hydro-Logic Services 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 Services on the assumption that this Agreement would run its full course.

## 11. Language, Weights and Measures

- 11.1 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.

## 12. Law

- 12.1 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.
- 12.2 Nothing in these terms and conditions shall prejudice other rights and remedies for the buyer under the law.

## 13. Liability

- 13.1 Hydro-Logic Services shall exercise reasonable professional 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.
- 13.2 The total liability of Hydro-Logic Services under or in connection with this Agreement howsoever arising shall not exceed in aggregate six times the fees payable to Hydro-Logic Services under this agreement (excluding VAT), or £1,000,000, whichever is the lesser.
- 13.3 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), Hydro-Logic Services shall be entitled to re-perform the relevant part of the Services, always subject to Clause 13.1 above.
- 13.4 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.
- 13.5 Hydro-Logic Services 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 Services in accordance with the terms hereof during the persistence of force majeure.
- 13.6 Hydro-Logic Services Liability for indirect or consequential costs and damages, howsoever arising (including force majeure), is expressly excluded.
- 13.7 Any property owned or otherwise supplied by (or on behalf of) the buyer will be at the buyer's risk.
- 13.8 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
- 13.9 Save where otherwise agreed between the parties in writing, Hydro-Logic Services 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 Hydro-Logic Services costs and staff time incurred as a result of any shortfall in the necessary information.
- 13.10 Hydro-Logic Services shall maintain insurance to cover its obligations for a period of 6 (six) years following completion of its work on all contracts. Liability for more than six years is expressly denied, unless paid for at the Client's cost by separate one-off insurance cover.

## **14. Third Party Product Warranties**

- 14.1 Except by explicit agreement, all Products supplied by Hydro-Logic Services are warranted by the original manufacturer or supplier to the terms and performance standards and for the period warranted by the product manufacturer or supplier
- 14.2 Initial reporting of issues which may lead to product warranty claims should be made to Hydro-Logic Services, through the Hydro-Logic Services Project Manager.
- 14.3 Where extended product warranty arrangements have been made, the Hydro-Logic Services Project Manager will pursue claims on behalf of the Client, to effect remedies within the terms of the particular extended product warranty arrangements concluded with Hydro-Logic Services
- 14.4 In all other cases:
- (a) All warranty claims are to be made in accordance with the third party supplier's terms and conditions
  - (b) Such claims should be made directly to the third party supplier and not to Hydro-Logic Services
  - (c) Initial reporting of issues which may lead to such claims may be made via the Hydro-Logic Services Project Manager.