

STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions of Hydro Inc. and its affiliates (collectively, the "Company") apply to the sale of those services and products described on the front page hereof.

- 1) **Acceptance of Quotation:** Unless otherwise agreed to in writing by the Company and buyer, a quotation shall expire thirty(30) days from its date. Buyer's acceptance of a quotation shall be in writing signed by buyer.
- 2) **Acceptance of Terms** These terms and conditions are applicable to all quotations and purchase orders and, together with the terms described on the front page hereof, supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between the Company and buyer. This serves as a written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form or writing of buyer, and commencement of work is not deemed acceptance by the Company of any such terms, conditions and limitations. Buyer's acceptance of these terms and conditions shall be deemed to have occurred unless written notice of rejection is received by the Company within ten (10) calendar days of the Company's final acknowledgement of an order. In any event, buyer's acceptance of delivery of the services and/or products sold hereunder shall manifest buyer's assent to the terms and conditions hereof.
- 3) **Limited Warranties: THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** The Company, except as otherwise hereinafter provided, warrants services performed by Company and refurbished equipment and parts of its own manufacture against defects in material and workmanship for (i) one (1) year from the date of performance, in the case of services, or (ii) one (1) year from the date of initial startup, but not to exceed five (5) years from the date of invoice, in the case of equipment and parts; provided, however, that final alignment, lifts and floats are witnessed by a Company service technician and that the equipment and parts are stored in accordance with the Company's specifications. This warranty excludes all parts and equipment not manufactured by the Company, which are warranted only by the manufacturer thereof to the extent and in the manner of such manufacturer's warranty, if any, and such warranty is enforceable only to the extent the Company is reasonably able to enforce such manufacturer's warranty. This warranty, with respect to reverse engineered parts, is limited to the shape accuracy (within reasonable limits) of such part. This warranty does not extend to (a) equipment and/or parts that have been repaired by anyone other than the Company without prior written authorization or (b) damage due to accident, misuse, negligence, or abnormal use. The exclusive remedy of buyer against the Company for breach of warranty shall be repair or replacement of the equipment or parts at the Company's option; provided, however, solely in the case of reverse engineered parts, if the Company is unable, in its discretion, to repair or replace the part, the exclusive remedy of the buyer against the Company for breach of warranty shall be reimbursement of the purchase price of the defective part. All items claimed to be defective within the warranty period must be shipped, at buyer's expense, to the Company facility where buyer purchased the item. If in fact defective, such items will be repaired or replaced, or, solely with respect to reverse engineered parts, the purchase price reimbursed in accordance with the terms herein. The Company shall in no way be liable for any expenses incurred by buyer in any attempt to repair, replace or rework any allegedly defective item of sale.
- 4) **Limitation of Liability:** Neither party shall be liable to the other for any special, consequential, incidental or indirect damages or penalties and no liquidated damages provision shall be applicable under any quotation or order for any cause.
- 5) **Taxes:** All prices exclude taxes of every kind and nature, all of which taxes shall be paid by the buyer unless a proper exemption certificate is furnished by buyer.
- 6) **Payment Terms** Unless otherwise agreed in writing by the Company and buyer, the terms of payment shall be net ten(10) days from date of shipment. All payments must be in U.S. dollars. The Company shall have the right of set-off and deduction for any sums owed. Interest at the rate of 1-1/2% per month will be added to any outstanding balance(s) not received within thirty (30) days of the invoice date. The Company may, at its election at any time prior to delivery, require payment in advance by buyer. If shipment is delayed as a result of buyer's action, payment shall become due as of the date when the merchandise is ready for shipment.
- 7) **Changes:** Any notice or instruction from buyer received subsequent to the Company's order acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other items, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by the Company in writing.
- 8) **Cancellation:** Cancellation of orders by buyer can only be made with the Company's prior written consent and upon payment to the Company of reasonable and proper cancellation charges in an amount acceptable to the Company.
- 9) **Force Majeure:** The Company shall not be liable in any manner for any delay in or impairment of performance or delivery resulting in whole or in part from fire, floods, and other actions of the elements, acts of God, strikes or labor difficulties, any acts of governmental or military authorities, terrorism, riots or other civil commotions, delays in transportations or procuring materials, or any other circumstances or cause of any kind beyond the control of the Company or its suppliers.
- 10) **Title and Risk of Loss; Delivery:** Title in and risk of loss or damage for all products shall pass to buyer upon tender of delivery by the Company or its designee except that a security interest in the products or any replacement thereof shall remain in the Company until the purchase price has been paid in full. Buyer agrees to perform all acts necessary to perfect and maintain said security interest. The Company shall have no liability for damage to products after delivery to the carrier.
- 11) **Modification:** These terms and conditions may only be modified by a writing signed by an authorized representative of the Company.
- 12) **Assignment:** Buyer shall not assign any quotation or order or any interest therein without the prior written consent of the Company. Any actual or attempted assignment without the Company's prior written consent shall be void and have no force or effect.
- 13) **Letter of Credit.** If requested by the Company, Buyer shall furnish the Company with a letter of credit payable in U.S. dollars in the amount and within such time specified by the Company, drawn on a bank acceptable to the Company. The letter of credit shall be confirmed, unconditional, revolving and irrevocable, and in favor of the Company, for a minimum of three(3) months or the delivery date, whichever is later. If the purchase order calls for installments, the letter of credit shall be replenished, and the term extended to cover each subsequent shipment, at least thirty(30) days prior to the date of subsequent shipments. The letter of credit shall provide that partial shipments against the letter of credit are permitted.
- 14) **Governing Law:** The terms and conditions applicable to the transaction provided for herein shall be governed by the laws of the State of Illinois without reference to its conflict of law provisions. The parties hereby submit to the exclusive jurisdiction of, and venue in, the state and federal courts of Cook County, Illinois, for all litigation that may brought in connection with said transaction.
- 15) **Cybercrime:** Like many businesses, our company can be targeted by cybercriminals. We take this risk very seriously and do all that we can to ensure that your money is safe and secure with us for all payments made to us. If you need to transfer funds to us, please quote our Job Number, Sales order acknowledgment or invoice reference and use only the Emirates NBD bank account details specified on our invoices to you. If at any point during our engagement you receive a communication (from someone within or outside of Hydro Middle East Incorporated (Dubai Branch)) indicating that our account details have changed, please contact a member of the team you are in contact with on a regular basis or with one of our finance and accounts team member by telephone to confirm that the communication is genuine, before using those bank details to transfer money to us.