

## Purchasing Terms and Conditions

Published December 2019

Ref. P02 - Version T&Cs 12.2019

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### 1. General

1.1 The applicability of any general conditions used by the Supplier is hereby explicitly rejected. These Purchase Conditions apply to all agreements of Eliquo Hydrok Limited or any other Eliquo Hydrok Limited entity ("Purchaser") whereby it acts as the purchaser of products or services or as the (potential) contracting party for work. In these Purchase Conditions the term 'in writing' also means via fax, e-mail, Internet or other electronic means.

### 2. Agreement

2.1 All offers from the Supplier are irrevocable and are valid for 90 calendar days unless otherwise agreed.

2.2 An agreement or any amendment to it will only be effected between Purchaser and the Supplier if (i) the Supplier has signed and returned Purchaser' order form to Purchaser, (ii) Purchaser has accepted in writing an offer of the Supplier or (iii) the Supplier has begun to perform the Supply in accordance with Purchaser's order form.

2.3 If provisions in the agreement between Purchaser and the Supplier have been agreed which are contrary to the provisions in the Purchase Conditions, the specific provisions in the agreement will prevail. If Purchaser refers in the agreement or the associated Annexes to technical, safety, quality or other provisions not attached to the agreement, the Supplier is deemed to be aware of these unless he has informed Purchaser immediately in writing to the contrary. Purchaser will then further inform the Supplier about these provisions.

2.4 If in connection with the performance of the agreement drawings, specifications, instructions, inspection rules and the like are used, provided or approved by Purchaser, they will form part of the agreement.

2.5 Contract variations will only be accepted by Purchaser if they have been agreed in writing with a person authorised by Purchaser to this end.

### 3. Delivery date and delivery

3.1 Delivery will be DDP and or DAP (INCOTERMS) at the address indicated by Purchaser unless otherwise agreed.

3.2 The agreed delivery dates/periods are of the essence. The mere breach of them constitutes the Supplier's default without any further default notice required. If delivery by the Supplier is or threatens to become delayed, he must notify Purchaser of this immediately.

3.3 Should the delivery date be exceeded; the Supplier will owe the Purchaser liquidated damages immediately due and payable of 2% of the total price due for each week or part thereof by which the delivery date has been delayed but not exceeding more than 10% of the total price due without prejudice to any other remedies available to Purchaser.

3.4 The Supplier is only entitled to supply part-deliveries provided they have been agreed with Purchaser and do not lead to an increase in expenses for Purchaser. Purchaser will be entitled to return any part-delivery(ies) not agreed at the expense and risk of the Supplier. Deliveries before the agreed dates can only take place after the prior written consent of Purchaser and will not lead to a change of the originally agreed payment or warranty period.

3.5 Each delivery must be accompanied by delivery notes and packing slips, stating the content and a full order reference. Despatch must be notified immediately, stating the same information. In the case of a direct to site delivery, this must be done timely before the delivery takes place.

## 4. Transfer of title and risk

4.1 The title to the Supply will pass to Purchaser at the moment that the risk transfers to Purchaser in accordance with the agreed Incoterm failing which the title will transfer on delivery to Purchaser on the agreed location. In the event that the Purchaser makes payments before the delivery, the title of the Supply will transfer to Purchaser at the moment of payment. If installation or assembly by the Supplier has been agreed, the Supplier will bear the risk until the installed/assembled Supply has been accepted by Purchaser's customer.

4.2 If the Purchaser provides the Supplier with items for the performance of the agreement, including for instance raw materials, semi-finished products, materials and parts, models, specifications, drawings, software and information carriers, they will remain the property of Purchaser. The Supplier will retain these items clearly marked as the property of Purchaser in a proper condition and bears the risk for loss or destruction of these items. The Supplier will use these items solely for the performance of the agreement and will return these items immediately to Purchaser at his own expense after performance of the agreement.

4.3 If the Supplier creates a new item from the items which were provided to him in accordance with Clause 4.2, these are items that Purchaser will have created for himself and the Supplier will retain them for Purchaser as the owner.

## 5. Prices and payment

5.1 The prices are including all taxes, but excluding VAT and fixed and firm and based on delivery in accordance with the agreed Incoterm. Additional costs which have not been explicitly accepted in writing by Purchaser, will not be reimbursed.

5.2 The Supplier will send fully itemised invoices which must contain the Purchasers purchase order number to Purchaser within 30 days after the delivery or the supply. Payment will take place within 45 days after Purchaser has received the invoice. Payment by Purchaser does not entail an admission that the Supply complies with the agreement.

## 6. Warranty

6.1 The Supplier warrants that (a) the Supply is complete and suitable for the intended purpose; (b) the Supply is fully in accordance with the written requirements as included in the order, specifications, drawings, calculations and/or other documents provided by Purchaser; (c) the Supply is of good quality and free from design, workmanship and/or material defects and that new materials and trained personnel are used for performance of the activities associated with the Supply; (d) the Supply complies at least with the relevant regulations as well as with the legal requirements and government regulations locally in force at the place of use unless otherwise provided for in the agreement; (e) the Supply includes all relevant certificates, statements, attestations, assembly instructions, operating instructions, specifications, drawings, reports, tax details and other documents.

6.2 The Supplier warrants that parts for the Supply and the maintenance required to keep the Supply in a proper condition for a period of 10 years, can be obtained by Purchaser from him or can be bought by Purchaser at market prices.

## 7. Warranty period / remedy of defects

7.1 Unless otherwise agreed in the agreement, the warranty period shall be 24 months after the first operational use.

7.2 In the event of repair or replacement during the warranty period, the same warranty period for the remedied or replaced products and for all products which were non-usable as a result of the defect will apply from the moment of commissioning or putting them into use after the remedy or replacement.

7.3 The Supplier is obliged to remedy the defects within the reasonable period set by Purchaser by means of a repair or replacement, at Purchaser' option, at the location indicated by Purchaser unless Purchaser indicates that they themselves will arrange for the repair or replacement.

7.4 The Supplier is liable for all costs which must be incurred in order to remedy the defects under the warranty or non-conformity including but not limited to costs of materials, transport costs, travel and accommodation costs, assembly and disassembly costs and other labour costs.

7.5 Failing the proper performance of this obligation of the Supplier to remedy and/or perform it within a reasonable period and also in urgent cases, Purchaser will be entitled to do what is necessary or to have remedial work performed by third parties at the expense and risk of the Supplier.

7.6 These provisions do not release the Supplier from his liability under the law.

## 8. Testing/Inspection

8.1 Testing/inspection of the Supply can take place by or on behalf of Purchaser at the request of Purchaser at the Supplier's premises prior to the delivery or at Purchaser' premises after delivery or at Purchaser' customer after delivery. If the testing/inspection takes place at the Supplier's premises, the Supplier will have the Supply ready for testing/inspection at a time such that the agreed delivery dates can be complied with.

8.2 The Supplier will cooperate with the testing/inspection without any further costs for the Purchaser and at the Purchasers request provide the Purchaser with reasonable staff and material assistance for the testing/inspection. All costs of or in connection with the testing/inspection, except for the costs of Purchaser, their staff or other persons appointed by Purchaser as their representative, will be at the expense of the Supplier. If the testing/inspection is delayed or Purchaser rejects the Supply during the testing/inspection, any extra costs and any costs of subsequent tests/inspections will be borne by the Supplier.

8.3 The testing/inspection of the Supply by or on behalf of Purchaser does not entail an acknowledgement that the Supply complies with the warranties given in Clause 6 or meets the agreement.

## 9. Insurance

9.1 The Supplier will take out adequate insurance for any of his liabilities pursuant to the legal relationship with Purchaser or pursuant to the law. At the first request Purchaser will be entitled to examine the insurance policies taken out to this end.

## 10. Industrial/intellectual property rights, confidentiality

10.1 All (intellectual/industrial) property rights to the Supply, information drawings, specifications, manuals, documentation, samples, software, etc., provided by Purchaser to the Supplier or which have been created by the Supplier as part of the Agreement, are fully vested in Purchaser. Purchaser will not owe a separate fee for these rights and can freely dispose of them. The Supplier will cooperate with the formation of the necessary deeds of transfer (for instance with regard to the (intellectual/industrial) property rights) and hereby also authorises Purchaser irrevocably to draw up and sign such deeds on behalf of the Supplier.

10.2 The Supplier is obliged to keep strictly confidential towards third parties of (a) all information referred to in Clause 11.1 and all other information provided by Purchaser or which he has become aware of in any other way with regard to Purchaser, their customers or other business relations or with regard to the Supply and will only use these to perform the agreement and will not make any copies of these without the written consent of Purchaser. The Supplier will also impose this obligation on all his subordinates and non-

subordinates who become aware of this and will guarantee that they will comply with these obligations. If no agreement is formed or if an agreement is terminated or has ended, the Supplier will immediately return to Purchaser at his own expense anything he has received from Purchaser.

10.3 The Supplier warrants that the Supply will not infringe the rights of third parties including intellectual/industrial property rights and know-how, and indemnifies Purchaser fully against any claims by third parties in this regard.

## 11. Suspension and termination

11.1 In the event of the Supplier's failure to perform his obligations under the agreement and in the event of a bankruptcy or moratorium or winding-up or discontinuation of the Supplier's business operations, Purchaser will be entitled to dissolve the agreement in full or in part without any further notice of default being required and without being obliged to pay any compensation and notwithstanding any other rights Purchaser might have. Notwithstanding the provisions set out in the previous paragraph, Purchaser will at any time be entitled to terminate the agreement in whole or in part. In such a case Purchaser will only reimburse the Supplier for the costs incurred prior to the termination without any liability on the part of the Purchaser for lost profits.

11.2 If in the opinion of Purchaser there are fundamental reasons to fear that the Supplier will not properly or will not in a timely manner fulfil his obligations towards Purchaser, the Supplier will be obliged at the first request of Purchaser to furnish immediately sufficient security in the form required by Purchaser for the full fulfilment of all his obligations.

11.3 Any, and all (extra) judicial costs incurred by Purchaser as a result of the nonfulfillment by the Supplier will be borne by the Supplier.

## 12. Assignment

12.1 Assignment without the written consent of Purchaser the Supplier is not entitled to transfer any rights and obligations of the agreement or any part thereof to any third party.

## 13. Governing law and jurisdiction

13.1 The agreement shall in all respects be governed by and construed in accordance with the laws of England and Wales.

13.2 Each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales as regards any claim or matter arising under the agreement. Purchaser shall have the right, however, to bring any action in any court of competent jurisdiction