

## TERMS AND CONDITIONS OF SALES

1. This document has been sent by RS Hydro Limited. If no such entity is mentioned, RS Hydro shall be the Seller. By purchasing products from Seller, Buyer confirms that the following terms and conditions exclusively apply to Buyer's purchase of products from Seller. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, unless Seller expressly agrees to the Buyer's form and such form is signed by an authorized signatory of Seller, these terms will be the exclusive terms governing the sale of products by Seller. If Buyer does not agree with these terms, the Buyer must contact Seller to discuss modifications. Any modifications must be in writing and signed by a duly authorized signatory of Seller.

### 2. TERMS AND CONDITIONS OF SALES

Subject to the following, any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to these terms and conditions:

- a. If Buyer already has a fully signed sales agreement with Seller, then any term in that agreement that conflicts with any part of these terms and conditions will be applied to Buyer's purchase in substitution for that part of these terms and conditions; the rest of these terms and conditions will otherwise apply.
- b. If Buyer does not have a fully signed sales agreement with Seller, then these terms and conditions will be the exclusive terms governing the sale of products by Seller. These terms and conditions shall be governed by the substantive law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in connection with any matter arising out of or in connection with these terms. The United Nations Convention on the International Sale of Goods will not apply.

### 3. PRODUCTS

The products are those described in Seller's order confirmation or packing slip, unless, in the event of a discrepancy between Buyer's order and Seller's order confirmation or packing slip, Buyer notifies Seller in writing of its disagreement, not later than five working days after receipt of Seller's order confirmation or packing slip. Where appropriate in these terms and conditions, the term products shall include any services provided by Seller.

### 4. PRICE

Product prices are exclusive of VAT and determined by the confirmation Buyer receives from Seller and unless otherwise stated will be FCA Incoterms 2010 Seller's facility, place of manufacture or warehouse and payment will be due within 30 days of the invoice date in the manner set out in this clause. If Buyer is to arrange export shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or other evidence of tax or duty exemption acceptable to the relevant tax or custom authorities, failing which, the amount of any taxes or duties payable by Seller in connection with the sale of product(s) shall be promptly paid by Buyer to Seller upon submission of Seller's invoice. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counterclaim. Seller has at all times the right to claim full or partial advance payment and/or otherwise claim security for payment. Should Buyer fail to pay Seller in a timely manner, Buyer agrees to reimburse Seller for Seller's costs of collecting the amounts due and to pay Seller interest on any late payment at a rate of 10% above the base rate of Seller's bank from time to time to accrue until actual payment is made. By the mere fact of non-performance or late performance Buyer is in default without notice. Seller may suspend or cancel delivery of any order or installment in the event that Buyer exceeds its credit limit with the Seller. All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit notes) and must be in accordance with the following requirements: 1) Wire or electronic funds transfer (referencing invoice number) and Buyer must be the originator of the wire 2) irrevocable letter of credit (referencing invoice number). Any deviation will only be accepted if approved in advance in writing by a duly authorized signatory of the Seller and must have accompanying documentation which references invoices being paid.

### 5. DELIVERY

Any delivery dates Seller quotes or which are set out in Seller's order confirmation or acceptance are estimates only and are not intended to be legally binding. Seller cannot guarantee delivery on a specific date. The Buyer will be invoiced for the quantity actually delivered. Unless otherwise agreed in writing, delivery may be made in installments. Delivery time may be extended if and for so long as the Buyer is delayed in the performance of any obligation to Seller. Seller will not in any circumstance be liable for any loss or damage whatsoever due to delay in delivery (including pursuant to installments) however occasioned unless the same was attributable to Seller's gross negligence or willful misconduct. The quantity recorded on Seller's packing slip shall be accepted by both parties as correct, unless objected to in writing by Buyer within five working days from delivery. If Buyer refuses to accept delivery of products or any installment thereof, Seller may, without prejudice to its other rights, arrange for the storage of the products at the expense and risk of Buyer. All risk of loss or damage passes to Buyer at the time products have been placed at the disposal of Buyer at the premises of Seller, or another place that has been agreed in writing. Seller shall retain title to the products delivered to Buyer until Seller has received full payment for all products described in Seller's confirmation. Until such time as title in the products passes to Buyer, if Buyer re-sells the products or any goods manufactured out of products sold by Seller, Buyer assigns to Seller all proceeds from their sale up to the amounts owing to the Seller and Buyer shall hold such amounts separately on trust for Seller. Seller shall have the right to access any premises where the products are stored to inspect or recover the goods if Buyer is in breach of any of these terms or is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer's business.

### 6. LIMITED WARRANTY

Products sold by Seller to Buyer conform to the manufacturers' specifications as set forth in the applicable manual(s) delivered to Buyer (the "Limited Warranty"). Buyer will inspect all products Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller written notice within five working days from delivery of any damage, defect or shortage that Buyer finds or would reasonably be expected to find. In case Buyer resells the products, Buyer is responsible for all damages to the products. Buyer must give Seller written notice of any defect within the warranty period of the product. Unless otherwise agreed between Seller and Buyer, the warranty period starts from the date of dispatch and lasts for twelve months. If any products do not conform to the Limited Warranty or are otherwise defective, Seller may at its option, either repair the products, replace the products with same or compatible new or repaired products or refund the purchase price. This is Buyer's exclusive remedy for breach of warranty. Seller is not responsible for conditions or applications over which Seller has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Seller. Such conditions include normal wear and tear, catastrophe, fault or negligence of the user or a party other than Seller, improper installation, application, storage, maintenance or use of the products, or other causes external to products, or failure to conform to any applicable recommendations of Seller. The warranty does not cover, and Seller does not warrant, batteries of any type used in connection with the products furnished. With respect to any products not manufactured by Seller, only the warranty, if any, given by the manufacturer shall apply. Seller will not be responsible for labour costs of removal or reinstallation of products. In the case of products repaired or replaced by Seller the Warranty shall terminate at the end of the original Warranty period. Buyer should not return products until Seller agrees that Buyer may do so. Product that is returned without authorization may not be repaired or replaced and will be returned to the sender upon Buyer's expense. Buyer shall bear the cost and risk of transport of the defective products or defective parts thereof to Seller, and Seller shall bear the cost and risk of transport back to Buyer. Should the products, or any part thereof, be found not to have any defect, or where the defect is attributable to an action or omission on the part of the Buyer, its personnel, customers or others, after the delivery was effected, Buyer shall pay all the transport costs. In any event, except as set out in clause 7, the maximum extent of Seller's liability howsoever arising is equal to the net purchase price Buyer actually paid to Seller. This Limited Warranty is given only to the original purchaser and does not extend to any subsequent purchaser or transferee of Seller's products. The original purchaser is not entitled to extend or transfer this warranty to any other party. To the fullest extent permissible by law, this warranty is in lieu of all other warranties, conditions, representations or other terms, whether written or oral, express or implied by statute, including any warranty of merchantability or fitness for a particular purpose.

#### 7. LIMITATION OF CLAIMS

Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above or in case of gross negligence or willful misconduct to the extent such is attributable to Seller. Seller will not be liable for indirect or consequential damages, including, but not limited to, loss of profits, cost of any substitute for the products Buyer bought, claims of third parties or injury to person or property. Seller shall not be liable for any damage, injury, contamination or loss resulting in connection with breach by Buyer of its obligations under clause 13 and Buyer shall indemnify and hold Seller, its employees, suppliers and sub-contractors harmless against all claims, costs, loss or damages in connection with such breach. Conditions limiting, excluding or establishing liability, which can be invoked by suppliers or independent contractors of Seller against Seller in respect of the goods delivered, may also be invoked against Buyer. Nothing in clause 6 and clause 7 or in any other part of this agreement is intended or shall be construed as excluding or limiting Seller's liability for (1) damage ensuing from fraud, gross negligence or willful misconduct by Seller (not including employees, subcontractors or agents) or its executive management; or (2) any other liability that cannot be excluded or limited under applicable law.

#### 8. TECHNICAL ADVICE AND OTHER SERVICES

Buyer is responsible for the design, configuration, integration, testing and labeling of any system that Buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provides. Buyer is responsible for testing and investigating products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.

#### 9. PATENTS

Seller warrants that products furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any valid US or European patent. If notified promptly in writing by Buyer and given authority, information and assistance, and contingent upon Buyer not taking any position adverse to Seller in connection with such claim, Seller shall defend, or may settle at its expense, any suit or proceeding against Buyer so far as based on a valid claim for infringement which would result in a breach of the warranty stated in this section and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund to Buyer the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by the products or any part thereof and is subject to Buyer promptly informing Seller of any claim and allowing Seller full conduct of the claim. This does not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product or part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising there from.

#### 10. EVENTS BEYOND SELLER'S CONTROL

Seller is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including, but not limited to, extreme weather conditions, natural catastrophe, warfare, fire, government commission, site or building blockades, transport interruptions, strikes, specific work interruptions or work-to rule slowdowns and lockout, machine breakdown, delay in the provision to Seller of parts, good or services ordered from third parties, accidents and interruptions of business operations. In the event of force majeure on the part of Seller, Seller shall not be liable and its obligations are suspended. If the force majeure lasts longer than 90 days, both Seller and Buyer are authorized to rescind the non-feasible parts of the agreement by a written declaration.

#### 11. SOFTWARE LICENSE

As used in these terms and conditions, the term "Software" means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated with the aid of a machine or device, and shall include without limitation any of Seller's proprietary operating software, provided for the ordinary operation of the products, any optional software to enhance the operation of the product, as well as any upgrades or revisions of this material Seller provides in fulfillment of a specific written commitment or otherwise. Nothing herein shall be deemed to create an obligation on the part of Seller to provide any support, upgrades or revisions to any Software other than pursuant to a separate written obligation to do so. Buyer is granted a limited license for any Software and related User Documentation delivered by Seller, whether as part of any product or separately. Buyer is not granted a license for any other software or documentation. This limited license allows Buyer to: 1) use the Software and User Documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with products supplied by Seller; and 2) make one copy of the Software in machine-readable form solely for backup purposes, provided that Buyer must reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. Buyer must obtain a supplementary license from Seller (which Seller may or may not grant in its sole discretion) before using the Software in connection with any other equipment or for any other purpose. Buyer shall have no other rights under this license. Buyer may not distribute copies of the Software or User Documentation to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets of Seller. In order to protect such trade secrets, Buyer may not modify, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Buyer may not modify, adapt, translate, rent, lease, loan, resell for profit or other purpose, distribute, network, or create derivative works based upon the Software or any part thereof. All Software and User Documentation is protected by the copyright laws, works of authorship, and UK, US and European patents and by applicable international treaties. No license under such rights is transferred to Buyer, except as specifically provided above. All Software provided by Seller remains Seller's property. If Buyer receives any Software that renders other Software that Buyer then has redundant, Buyer must return the redundant Software to Seller.

#### 12. REGULATORY APPROVAL COMPLIANCE

Seller will give Buyer, if possible, approval certifications on request and Buyer will provide these to all those required by law to receive them. Buyer agrees to dispose of products and/or disposable packaging as required by any applicable disposal or recycling laws.

#### 13. EXPORT CONTROL COMPLIANCE

Buyer undertakes to Seller that any products, technology or software which Buyer receives from Seller will only be exported by Buyer in compliance with applicable export control laws. Buyer agrees that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons or ballistic missiles, delivery systems, nuclear explosive activity or un safeguarded nuclear fuel cycle.

#### 14. ELECTRONIC COMMERCE

Seller may offer products for sale using the Internet, e-mail or other computer-based electronic communications methods. All sales of products made using any such method will be governed by these terms, the terms of the governing sales agreement, and by any additional terms set out or referenced in Seller's Internet site or electronic communications. In the event of any conflict between any provisions in the governing sales agreement or such additional terms and these terms and conditions, the provisions in the governing sales agreement or such additional terms shall prevail. Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (1) is subject to correction or change without notice, and (2) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic order acceptances or confirmations and electronic invoices for any purchases of products made using the Internet, e-mail or any

other computer-based electronic communications method, and agrees to honor such order acceptances or confirmations and invoices as if they had been delivered in writing.

#### 15. DATA PROTECTION

In its capacity as controller, Seller processes and controls Buyer's personal data ("Data") whenever Buyer enters into a relationship with Seller. Seller undertakes this processing for the following purposes: to establish and maintain its debtor database and the respective risk profiles as well as for operational and factoring purposes and to rationalize data protection issues within its group. By entering into an agreement with Seller, Buyer consents to this processing, and consents to Seller's communication of Buyer's Data to affiliated companies for the same purposes as mentioned above. Provided that Seller ensures adequate safeguards, Buyer also consents to the fact that Seller may send Buyer's Data to Seller's affiliated companies located in any jurisdiction outside the EEA. Buyer's Data will be kept as long as necessary, and at least until the Seller/Buyer relationship comes to an end. Buyer is entitled to object at any time and free of charge to the processing of its Data for the purposes of direct marketing by sending an email expressing its objection to Seller. Buyer is entitled to access its Data and have it rectified as necessary.

#### 16. ANTI MONEY LAUNDERING

Seller is firmly committed to avoid any involvement with money laundering, to comply fully with all applicable anti money laundering, currency reporting and record keeping requirements and to take affirmative steps to prevent, detect and report to appropriate authorities suspected violations. Seller will request appropriate information from its buyers to enable Seller to determine its buyers to be a legitimate, trustworthy and creditworthy concern. Buyer agrees to co-operate with Seller in all respects to enable Seller to meet Seller's objectives set out in this clause.

#### 17. TERMINATION FOR DEFAULT

If Buyer does not fulfill one or more of its obligations in these terms and conditions, does not fulfill them timely or adequately, is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer's business, or if Buyer's assets are attached in whole or in part, or if Buyer undergoes any event that is analogous to any of the aforementioned in any jurisdiction, Seller has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice or default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to amounts due to Seller, compensation for costs, damage and interest. In these cases all of Seller's claims on Buyer are immediately and totally due. Buyer is authorized to rescind the agreement only in the events referred to in these terms and conditions, and then only after payment to Seller of all amounts owed to Seller at that time, whether due or not.

#### 18. RETURNS AND CANCELLATIONS

Contact our accounts department for a return authorization and shipping instructions. All transportation costs for returning goods must be paid by the customer, with RS Hydro having the right to refuse return of goods. Accepted returns will be credited to the customer's account. Refunds will not be. Orders cancelled prior to shipment will be billed for all work and non-reworkable materials at the standard rate for repairs. Orders cancelled after dispatch and agreed by Seller for return are subject to a minimum restocking fee of 20% of the order price. Items returned must arrive at RS Hydro offices in resalable condition and must arrive within 2 weeks of the initial shipment and remain unopened in the original packaging. Custom orders, including cables, will be subject to a cancellation fee of the full purchase price.

#### 19. MINIMUM ORDER REQUIREMENTS

RS Hydro does enforce a minimum order amount on certain products, to be advised on enquiry as applicable. Payments for goods **under £250** must be pre-paid by either (1) BACS (2) Credit Card (AMEX not accepted) or (3) Cheque (allowing 4 days to clear and must clear before goods are ordered and/or shipped as applicable). Payments by credit card for goods and services **above £250** are subject to a 2% surcharge. 0% surcharge for payments by credit card for goods and services **under £250**.

#### 20. REPAIRS

All parts and labour charges are billed at a standard flat rate. All necessary parts and labour are covered under this flat rate. Repairs will be completed in conjunction with the RS Hydro's suppliers repair times. All payments are net 30 days. Repairs are warranted for 90 days. Repair pricing does not include return shipment charges. At our discretion we may use factory-refurbished materials in the repair of all product lines.

#### 21. SHIPPING

Title and risk of loss will pass from RS Hydro to Buyer upon pick-up by a common carrier at the RS Hydro office. All courier and shipping cost are prepaid by RS Hydro, and billed to customer unless otherwise requested, otherwise as FCA Incoterms 2010. RS Hydro does offer courier insurance at an extra charge. All orders are normally shipped by Federal Express, DHL, UPS or forwarder depending on customer request. International orders are shipped by air unless otherwise required. We package all products to meet the carrier's requirements. Equipment is checked prior to shipping and leaves RS Hydro in operating condition. Please examine all shipments immediately upon receipt. You must notify RS Hydro of any missing products from your order. If the shipment is damaged, please notify RS Hydro and file a claim with the carrier immediately. RS Hydro will advise and assist in any claims to the carrier. All claims should be made within 10 days. We are not responsible for delays due to strikes, accidents, carrier, or other problems beyond our control.

#### 22. OTHER

(a) These terms and conditions set out the full extent of Seller's obligations and liabilities. Other than as expressly provided in these terms, all warranties, conditions, representations made by Seller, and all other terms, in each case whether express or implied by law, are excluded to the fullest extent permitted by law. (b) No part of these terms are intended to confer any benefit on any third party. (c) Failure or delay by Seller to enforce any provision of these terms will not be deemed to be a waiver of any of Seller's rights under these terms. (d) Each provision of this agreement is separate and independent. If any provision or part of a provision is found by a court that has appropriate jurisdiction to be illegal, void or otherwise unenforceable, it shall to that extent be deemed not to form part of these terms but the remainder of that provision and all of the other terms shall not be affected.

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