

General Terms and Conditions for Provision INTERNATIONAL Goods or Services

1. **ACCEPTANCE:** The contract ("Contract") between HYDRODIVE NIGERIA LIMITED ("Purchaser") and Seller, whose name is as set out on the Purchase order, shall consist of the Purchaser's Purchase Order (hereinafter the "Purchase Order"), these printed terms and conditions and any detailed specifications, drawings and samples specifically incorporated by reference in the Purchase Order. Seller's acknowledgment of receipt of this Purchase Order, or shipment of goods or commencement of services ordered hereunder, shall constitute acceptance of the Contract. Purchaser hereby objects to any different terms in any proposal, acknowledgment, acceptance or other instrument of the Seller. Purchaser's acceptance of any instrument of Seller is expressly conditioned on Seller's assent to any additional or different terms included in these printed terms and conditions or in the Purchase Order. In the event of conflict between the terms written on the Purchase Order and these printed terms and conditions, the terms written on the Purchase Order shall prevail.

2. **WORK ORDERS:** At Purchaser's sole option, Purchaser may request Seller to perform a particular scope of services or deliver goods under this Contract by issuing a Work Order which (i) specifies in detail what resources and materials are required to complete the Work Order; (ii) the time and date the Work is to commence (iii) the time and date the Work is to be completed; and (iv) any specification, drawing or other document relating to the performance of the Work Order and acceptance of the Work by Purchaser thereof.

3. **APPROVAL OF DESIGNS, DRAWINGS, AND PROCEDURES:** Purchaser's approval of Seller supplied drawings, manufacturing procedures, calculations, and other documents shall not relieve the Seller of any responsibility for the goods delivered or services performed hereunder or any requirements or warranties under the Contract whether express or implied.

4. **INSPECTION:** Purchaser, or its representatives, shall have the right to inspect and test the goods or services ordered hereunder at any time prior to delivery or performance, and to finally inspect such goods and results of such services within a reasonable time after delivery at the ultimate destination or completion of their performance. The goods or services shall not be deemed accepted until after such final inspection. The making or failure to make any inspection of, or payment for, or acceptance of, the goods or services, shall in no way impair Purchaser's right to reject or revoke its acceptance of nonconforming goods and services or to seek any other remedies to which Purchaser may be entitled.

5. **WARRANTY:** Seller warrants that the goods delivered, and services rendered, pursuant to this Purchase Order are free from all defects in design, workmanship, and material, are in strict conformance with the specifications, drawings and samples in the Contract, and are now, of merchantable quality and fit for the purposes for which they are intended. Seller agrees to promptly repair or replace, at Purchaser's option and without cost to the Purchaser, any goods delivered, and services rendered, which shall be found by Purchaser to be defective, non-conforming or otherwise not in accordance with this warranty within twelve months after delivery of the goods or services. Seller agrees that all warranties of Seller on goods delivered, and services rendered, under this Purchase Order shall extend to, and be for the benefit of, Purchaser and Purchaser's customers.

6. **CHANGES:** The Purchase Order or these printed terms and conditions shall not be changed or otherwise modified except upon the prior written authorization of duly authorized representative of Purchaser. Purchaser shall have the right to make any changes in the work ordered under this

Purchase Order and Seller agrees to perform this Purchase Order in accordance therewith. If in Seller's opinion such change will cause an increase or decrease in the cost of, or time required for performance hereunder, Seller shall notify Purchaser promptly. If additional cost or time is required, Seller shall not proceed without written authorization from Purchaser, and if Purchaser directs Seller to proceed. Purchaser shall make an equitable adjustment in the price and delivery/completion schedule.

7. **TERMINATION:** In addition to any other rights Purchaser may have with respect to cancellation or termination (which, in the event of Seller's default or the provisions hereof, shall include without limitation, the right to recover attorney's fees and costs of collection), Purchaser may terminate this Purchase Order as to all or any part of the work for which Seller's performance is not yet completed by giving notice of termination to the Seller. Following notice of such termination, Seller shall do only such work as is necessary to preserve and protect goods completed or in process of completion. If in Purchaser's opinion, Seller is not in default under this Purchase Order at the time such notice is given, Purchaser will make an equitable termination payment to Seller based on the proportion of the work completed, and reasonable costs incurred in connection with the terminated work. Such payment shall not exceed that fraction of the total purchase order price which is allocable to the work performed and any such payment shall be subject to audit by Purchaser. Seller shall submit its claim for a termination payment within thirty (30) days after receiving notice of termination, and shall take prompt action to minimize costs which form part of such claim. Seller shall deliver promptly, in accordance with Purchaser's delivery instructions, all completed goods and work in process. In the event that, for any reason, it is determined that Seller was not in default, the termination for compliances provision of this Section shall apply. In no event shall Purchaser be liable for any special, indirect, incidental or consequential damages of any nature, including but not limited to, under utilization of labor or facilities, loss of revenues or anticipated profits, potential damage to business reputation, or loss of business or business opportunity, whether based on Contract, tort (including negligence), strict liability or otherwise.

8. **TITLE AND RISK OF LOSS:** Seller agrees to deliver to the Purchaser, title to the goods covered by this Purchase Order, free and clear of all liens, claims and encumbrances. Title and risk of loss to goods delivered hereunder shall pass to Purchaser upon receipt by Purchaser at Purchaser's plant or at another delivery location designated by Purchaser, unless otherwise agreed in writing.

9. **COMPLIANCE:** Seller warrants that all goods delivered and services rendered hereunder shall be in strict compliance with all applicable laws and regulations to which the goods and services are subject. Seller shall indemnify and hold harmless, the Purchaser and the Purchaser's customers from all loss, liability and fines incurred by any of them as a result of Seller's failure to so comply.

10. **INDEMNITY:** Seller releases Purchaser from any liability to Seller for, and Seller will defend, indemnify and hold Purchaser harmless from and against, all suits actions, claims and demands, by whomever brought, based on illness, personal injury or death, or property loss or damage whenever occurring suffered or incurred by Seller, its contractors, and subcontractors and the officers, employees, agents and representatives of any of them, arising out of or related in any way to the sale or delivery of goods or performance of the services hereunder, regardless of how such illness, personal injury or death or property loss or damage is caused and even if caused by the negligence, whether sole or concurrent or active or passive, or other legal fault, including strict liability, of Purchaser.

Purchaser releases Seller from any liability to Purchaser for, and Purchaser will defend, indemnify and hold Seller harmless from and against, all suits actions, claims and demands, by whomever brought, based on illness, personal injury or death, or property loss or damage to the whenever occurring suffered or incurred by Purchaser, its contractors, and subcontractors and the officers, employees, agents and representatives of any of them, arising out of or related in any way to the sale or delivery of goods or performance of the services hereunder, regardless of how such illness, personal injury or death or property loss or damage is caused and even if caused by the negligence, whether sole or concurrent or active or passive, or other legal fault, including strict liability, of Seller.

11. PATENTS, TRADE SECRETS, COPYRIGHTS, AND

TRADEMARKS: Seller represents and warrants that all products delivered and services performed, pursuant to this Agreement and sale or use thereof, do not infringe any patent, trade secret, copyright or trademark, and that Seller will at Seller's expense, defend, indemnify and hold harmless Purchaser and Purchaser's customers from and against all claims, demands, actions and liability based on alleged or actual infringement thereof. Purchaser, at its option, may require Seller to deliver non-infringing goods or services, to modify Seller's goods and services so as to become non-infringing, or procure for Purchaser, the right to continue using Seller's infringing goods and services, or in the case of goods, to refund the purchase price thereof upon the return by Purchaser of the infringing goods.

12. ASSIGNMENT AND SUBCONTRACTING: Seller shall not assign this Purchase Order or subcontract the whole or any part thereof without the Purchaser's prior written consent. Seller's purchase of raw materials or standard commercial articles shall not be deemed a subcontract.

13. TAXES, LICENSES, DUTIES, FEES OR OTHER

CHARGES LEVIED: Seller agrees to pay all taxes, licenses, duties, fees or other charges levied or assessed on Seller or on the goods or services in connection with or incident to the performance of the Contract by any governmental entity or agency. At its election, Purchaser is authorized to deduct all sums so paid for such taxes and governmental charges from such amounts as may be or become due to Seller hereunder.

14. TITLE TO DRAWINGS AND OTHER TECHNICAL

INFORMATION: All intellectual property rights in any drawings or other technical information which Purchaser supplies to Seller shall remain the sole and exclusive property of Purchaser and Seller agrees not to use such drawings, and information for any purpose other than this Purchase Order to disclose such drawings and information to any third party except quieter for normal operations without Purchaser's prior written consent.

15. PUBLICITY: Seller shall obtain the prior written consent of Purchaser prior to any publicity regarding any order hereunder, and Purchaser shall have the right to participate in the content of any such proposed publicity.

16. APPLICABLE LAW: All matters relating to the validity, performance or interpretation of this Contract shall be governed by the substantive laws of England. The ruling language of this Contract shall be English. All meetings, communications and correspondence in connection with this Contract shall be in the English Language. This Contract, including all documents incorporated herein by reference, constitutes the entire agreement between the Seller and Purchaser and supersedes all prior understandings,

agreements and representations.

17. SEVERANCE: If any legal proceeding, competent tribunal, including, but not limited to, judicial court or arbitration tribunals, shall refuse to enforce any part of this Contract, the scope of such unenforceable provision shall be deemed modified and diminished to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any provision shall not affect any other provision of this Contract and the Contract shall construed and enforced as if such unenforceable provision had not been included.

18. LIQUIDATED DAMAGES: Seller acknowledges that time is of the essence for the performance of the Contract. Notwithstanding, Purchaser and Seller accepts that Purchaser's remedy for breach of this Contract arising from delay, shall be calculated in the form of liquidated damages, agreed to be a true and pre-ascertained estimate of Purchaser's loss arising there from. Such liquidated damages shall be applied at the rate of thirty percent (30%) of the Purchase Order Price if the Seller does not deliver the goods in full compliance with Purchaser's expectations under the Contract on the agreed date as setout under the Purchase Order. Notwithstanding, it is expressly agreed that this liquidated damages provision shall not restrict Purchaser's other rights and remedies under this Contract.

19. PAYMENT: Payment terms shall be as setout out on the Purchase Order. The Seller shall submit its invoices with all reasonable backup within seven (7) days of after delivery and acceptance by Purchaser. Any invoices submitted without proper support and or justification shall be duly returned to Seller for compliance. Upon receipt of Seller's invoice, Purchaser shall promptly process the invoice or advise Seller, in writing within fourteen (14) days of the date of receipt, of the reason(s) for non-approval. In the event of non-approval of the invoice or part thereof, the invoice shall be returned to Seller for correction and re-submission.

20. INSURANCE: Seller, at its sole cost and expense shall procure, maintain and continue in force throughout the performance of the Services, all insurances required under Law.

21. BUSINESS ETHICS: Purchaser is committed to business ethics. As such, Purchaser has corporate policies which prohibit its employees from accepting money or gifts from its vendors. By accepting this Purchase Order, Seller represents and warrants that it has not and will not give money, gifts or other items of value to any employee of Purchaser as a condition of receiving business. Further, Seller warrants that Seller will inform Purchaser of any such request or solicitation on the part of any employee of Purchaser. Seller agrees to be bound by and comply with all applicable laws in connection with its business association with Purchaser and its failure to so do may result in the immediate termination of any order.

22. DISPUTE RESOLUTION: Any and all claims, demands, causes of action, disputes, controversies arising out of or relating to this Contract, including any question regarding its breach, existence, validity or termination, which the Seller and Purchaser do not resolve amicably, shall be resolved by a sole arbitrator in accordance with the Arbitration Rules of the London Court of International Arbitration. The place of arbitration shall be London and the language of arbitration shall be English. The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof.



Purchase Order

Nigeria Limited

17, Wharf Road,
Apapa, Lagos
Nigeria.
234-1-2600562, 4600563, 4740509
4704686, 7749433, 9505023, 4631445

(Reg: RC 318201)

Number: PO-000013092
Order Date: 12/21/2021
Page: 1
Order Due Date: 1/15/2022
Reference: OPERATIONS

Advance Payment
OUT OF BASE STOCK

Issued To:

VANDAGRAPH LTD
15 STATION ROAD, CROSS HILLS,
KEIGHLEY
WEST YORKSHIRE, BD20 7DT

Ship To:

Hydrodive Nigeria Limited
17, Wharf Road
Apapa
Lagos
Nigeria

Item	Description	Quantity	Unit	Unit Price	Discount	VAT	Total
6002-7801	Oxygen Sensor R-33VAN-4	10	Each	60.00	0.00	0.00	600.00
6002-7801	Ex-works incoterms 2020.consigned to:charge DHL A/C 961931225	1	Each	0.00	0.00	0.00	0.00

Purchasing Manager
Sign

Date: 21/12/2021

Subtotal:	£ 600.00
Discount:	£ 0.00
VAT:	£ 0.00
Total:	£ 600.00

Important Notice:

- (i) Invoice issued for this Purchase Order (P.O) must reference the above P.O. Number;
- (ii) Invoice must be issued to the Document Controller, Hydrodive Nig. Ltd. email: document.controller@hydrodive.com
- (iii) Invoice must be in accordance to our standard terms & conditions;
- (iv) Invoice must be typed and sent to Hydrodive within or not later than 7 days of invoice issue date.
- (v) Hydrodive would accept no liability for payment of invoices submitted after 30 days of supply of goods or provision of service.