



TERMS AND CONDITIONS / WARRANTY

PROPRIETARY AND CONFIDENTIAL

All sales are subject to Hydria Gas Technologies Assets LLC's standard Terms and Conditions and Warranty as outlined below and available at www.gohydria.com. All sales are final and non-refundable, including security deposits and/or down payments. Balance of unit payment is due prior to the transfer of title and trailer delivery, EXW Hydria in Houston, TX. Products may not be exported from the quoted country of destination without prior written consent from Hydria Gas Technologies Assets LLC.

Hydria Gas Technologies Assets LLC Products

These Terms and Conditions (the "Terms") apply to the sale of composite cylinders (the "Cylinders"), Vault products, trailers, accessories, and related equipment (collectively, the "Products") branded as CT-0853, CT-0753, CT-0840, CT-0430, and CT-0415, sold by Hydria Gas Technologies Assets LLC (the "Company"). These Terms are incorporated into all sales contracts unless modified in a mutually signed agreement.

Orders

A Contract of Sale is established by the Proposal and these Terms upon written acceptance by the Customer. The Contract must specify configuration, quantity, unit price, and delivery requirements. Deviations require written consent from an authorized Company representative.

Terms of Sale

Title and risk transfer to the Customer upon carrier handoff. Delivery occurs EXW Houston unless otherwise noted. Delivery may occur up to 10 days early. If delivery is delayed by more than 90 days, the Customer may cancel with written notice. Payment terms are defined in the Proposal. Delays, deteriorating credit, or market changes allow Hydria to amend terms. Late payments incur a 1.5% monthly service charge. Legal recovery costs are Customer's responsibility.

Inspection & Claims

The Customer has 15 days from delivery to inspect and report damages. Claims must be submitted to the carrier.

Returns & Taxes

Returns require Company authorization. Return shipping is covered only in approved cases. The Customer is responsible for all applicable taxes unless a valid exemption certificate is provided in advance.



Use; Inspection

The Customer bears full responsibility for ensuring Products are properly mounted, installed, and operated in compliance with all regulatory standards and the Company's Operating Manual. Use outside of specified pressure, temperature, or design parameters will void the warranty.

Limited Warranty

Hydria warrants that its Products are free from defects in materials and workmanship for one (1) year from the date of delivery. This warranty applies only to the original Customer and End-User and is non-transferable without written approval. Warranty coverage excludes damages due to misuse, unauthorized modifications, improper maintenance, or operation outside specified parameters. Warranty claims must be validated by Company inspection. The Company reserves the right to repair or replace defective components at its sole discretion.

Pre-Installation and Post-Accident Inspection

Products must be inspected before installation and periodically thereafter. Damaged, worn, or compromised components must not be sold, leased, or used. In the event of an accident, inspection is required before further use.

Indemnification

The Customer shall indemnify and hold harmless the Company from any claims or legal actions arising from improper use, unauthorized modification, or breach of these Terms.

Limitation of Liability

Hydria shall not be liable for incidental, consequential, or indirect damages, including loss of profits or downtime.

Confidentiality and Proprietary Rights

All proprietary designs, technical documentation, and intellectual property remain the exclusive property of the Company. Both parties agree to maintain strict confidentiality.

Force Majeure

Neither party is liable for failure or delay due to causes beyond their reasonable control, including natural disasters, war, labor strikes, government actions, or utility outages. Obligations will be extended by the duration of the force majeure event.

Governing Law and Entire Agreement

These Terms are governed by the laws of the State of Texas, USA. If any provision is held invalid, the remainder shall remain in effect. This document constitutes the entire agreement between the parties.