



## TERMS AND CONDITIONS / WARRANTY

### PROPRIETARY AND CONFIDENTIAL

All sales by Hydria Gas Technologies Assets LLC, a Texas limited liability company (“Hydria” or the “Company”), are subject exclusively to these Terms and Conditions and Warranty (the “Terms”). These Terms govern all proposals, quotations, sales, and deliveries of products and equipment by Hydria unless expressly modified in a written agreement executed by an authorized representative of the Company. These Terms are incorporated into all transactions and are maintained at [www.gohydria.com](http://www.gohydria.com), which shall reflect the current version.

All sales are final and non-refundable, including any security deposits and/or down payments. Unless otherwise agreed in writing, the full balance of payment for any unit or equipment shall be due upon completion of manufacturing and prior to transfer of title and delivery, Ex Works (EXW) Hydria’s facility in Houston, Texas. Products may not be exported, re-exported, or transferred from the quoted country of destination without the prior written consent of Hydria.

### 1. PRODUCTS

These Terms apply to all equipment manufactured, assembled, or supplied by Hydria, including, without limitation, composite cylinders, storage systems, vault systems, trailers, pressure systems, accessories, and related equipment (collectively, the “Products”). These Terms apply to all current and future Hydria products regardless of specific model designation.

### 2. ORDERS AND ACCEPTANCE

A binding contract of sale (the “Contract”) is established upon Customer’s written acceptance of a Hydria proposal together with these Terms. The Contract shall define configuration, quantity, specifications, and delivery requirements. Any modification must be approved in writing by Hydria. Hydria reserves the right to revise or reject any order based on engineering feasibility, regulatory compliance, or commercial considerations.

### 3. TERMS OF SALE, PAYMENT, AND CREDIT

Unless otherwise expressly agreed in writing, payment for all Products shall be due in full upon completion of manufacturing and prior to delivery. Hydria reserves the right to modify payment terms based on Customer’s creditworthiness or financial condition and may suspend performance or withhold delivery in the event of non-payment.

All past due amounts shall accrue a service charge at a rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law. Customer shall be responsible for all costs of collection, including attorneys’ fees and related expenses.



#### 4. QUOTATIONS AND PRICING

All quotations provided by Hydria are subject to these Terms and are valid for a period of fifteen (15) days from the date of issuance unless otherwise expressly stated in writing. Upon expiration of such period, the quotation shall be deemed void and subject to revision at Hydria's sole discretion.

Any pricing identified as "budgetary," "preliminary," or similar designation is provided solely for informational and planning purposes and does not constitute a binding offer. Budgetary pricing is not guaranteed and may be modified at any time without notice. Final pricing is subject to completion of engineering review, confirmation of scope, and validation of applicable material and component costs.

All pricing is based upon the scope, specifications, and assumptions set forth in the applicable proposal. Any changes to scope, configuration, performance requirements, regulatory requirements, or other project conditions may result in adjustments to pricing, delivery timelines, and technical specifications.

Hydria reserves the right to adjust pricing at any time prior to final acceptance of an order to reflect changes in raw material costs, component pricing, labor conditions, supply chain availability, tariffs, duties, or other external factors beyond Hydria's control.

For projects involving custom design or modified configurations, Hydria reserves the right to require additional engineering evaluation or validation prior to issuing a final quotation and may require compensation for such services.

No work shall commence until Customer has provided written acceptance of the proposal and satisfied all required commercial conditions.

#### 5. DELIVERY, TITLE, AND RISK OF LOSS

Delivery shall occur Ex Works (EXW) Hydria's facility in Houston, Texas, unless otherwise agreed in writing. Products shall be deemed delivered and title and risk of loss shall transfer to Customer at the time the Products are made available for pickup at Hydria's facility. Customer assumes full responsibility for transportation, insurance, and compliance with all applicable import and export requirements.

Delivery dates are estimates only and are not guaranteed. Hydria reserves the right to deliver Products up to ten (10) days prior to the scheduled delivery date. Hydria shall not be liable for delays caused by factors beyond its reasonable control.

#### 6. INSPECTION AND CLAIMS

Customer shall inspect all Products within fifteen (15) days of the date the Products are made available for pickup. Any visible damage, shortage, or defect must be reported in writing within such period. If Customer elects to use a third-party carrier, any claims for damage during transit must be made directly with such carrier. Failure to provide timely notice shall constitute acceptance of the Products.



## 7. RETURNS AND TAXES

No Products may be returned without prior written authorization from Hydria. Authorized returns shall be subject to conditions determined by Hydria. Customer is responsible for all applicable taxes, duties, tariffs, and governmental charges unless a valid exemption certificate is provided in advance.

## 8. USE, INSTALLATION, AND OPERATION

Customer assumes full responsibility for proper installation, mounting, commissioning, operation, and maintenance of the Products in accordance with Hydria's operating manuals and all applicable laws and regulations. Operation outside specified pressure, temperature, or design limits shall void warranty coverage.

## 9. PRE-INSTALLATION AND POST-INCIDENT INSPECTION

Products must be inspected prior to installation and periodically during use. Any Product that is damaged, worn, or otherwise compromised must not be used until inspected and approved. Following any accident or abnormal condition, the Product must be removed from service and inspected before further use.

## 10. STANDARD LIMITED WARRANTY

Hydria warrants that the Products shall be free from defects in materials and workmanship for a period of six (6) months from the date of delivery.

If the Product is equipped with and continuously maintains an active Hydria-approved telemetry system, the warranty period shall be extended to one (1) year from the date of delivery. Active telemetry is a material condition of such extended warranty coverage and is required to verify that the Product has been operated within specified pressure, temperature, maintenance, and design parameters. As a condition precedent to any warranty claim under the extended warranty period, Customer shall provide Hydria access to all telemetry data and any other reasonably requested operating, maintenance, inspection, and usage records necessary to evaluate the claim. Hydria reserves the right to rely upon such information in determining warranty eligibility and may deny warranty coverage, in whole or in part, if telemetry data or other relevant operating records are unavailable, incomplete, altered, withheld, or otherwise insufficient to verify proper operation and maintenance of the Product.

Hydria's sole obligation under this warranty shall be, at its discretion, to repair or replace defective components following evaluation by Hydria.

This warranty is limited strictly to defects attributable to Hydria's manufacturing or workmanship and does not extend to any other condition.



This warranty does not cover any damage or failure resulting from misuse, improper installation, improper maintenance, operation outside specified limits, unauthorized modification or repair, environmental exposure, contaminated gas, accidents, or any cause not attributable to Hydria.

This warranty further excludes normal wear and tear, consumable items, cosmetic damage, and all components not manufactured by Hydria.

Additional limitations and conditions applicable to extended coverage are set forth in the Hydria 360 Program below.

## 11. HYDRIA 360 EXTENDED WARRANTY PROGRAM

Hydria may offer an extended warranty program known as Hydria 360 (the “Hydria 360 Program”), which applies only when expressly included in the applicable agreement.

Unless otherwise specified in writing, the Hydria 360 Program provides extended warranty coverage for a period of five (5) years from the date of delivery and is intended to extend coverage beyond the standard warranty period.

Hydria 360 covers defects in materials and workmanship related to Hydria-manufactured components and Hydria-performed assembly and integration. Coverage includes repair or replacement of defective components, associated labor, and transportation required for covered cylinder replacement events.

Hydria 360 includes required five-year composite cylinder recertification, including inspection, testing, documentation, and transportation necessary to complete such recertification.

Where applicable, active telemetry may be required to maintain coverage. Hydria reserves the right to deny claims where operating conditions cannot be reasonably verified.

Hydria 360 excludes third-party components, chassis systems, running gear, consumables, normal wear and tear, corrosion, cosmetic damage, misuse, operation outside design limits, environmental damage, contaminated gas, accidents, or unauthorized modifications or repairs.

Hydria does not guarantee system performance, uptime, or operational continuity and shall not be responsible for any resulting business interruption, loss of revenue, or operational losses.

Hydria retains sole discretion to determine coverage eligibility, interpret warranty provisions, and determine the appropriate remedy, including repair or replacement.

## 12. INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless Hydria from any claims arising from improper use, unauthorized modification, or breach of these Terms.

## 13. LIMITATION OF LIABILITY



Hydria shall not be liable for any indirect, incidental, or consequential damages. Hydria's total liability shall not exceed the amount paid by Customer for the applicable Product or program.

#### 14. CONFIDENTIALITY AND PROPRIETARY RIGHTS

All designs, specifications, drawings, technical data, and intellectual property remain the exclusive property of Hydria. Customer shall not disclose, reproduce, reverse engineer, or otherwise use such information except as necessary for operation of the Products.

#### 15. FORCE MAJEURE

Neither party shall be liable for failure or delay due to causes beyond its reasonable control.

#### 16. GOVERNING LAW AND ENTIRE AGREEMENT

These Terms are governed by the laws of the State of Texas and constitute the entire agreement between the parties.