

CUSTOMER COMMERCIAL DOCUMENT

Standard Terms and Conditions of Sale

Equipment | Parts | Consumables | Repairs and Services

Document status	Published for customer use
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Applies to	Business-to-business sales and services by the OPI entity identified in the Quotation or Order Acknowledgement

Important. These Terms apply only to business customers. They are incorporated when referenced in OPI's Quotation, Order Acknowledgement or another agreed document. Order-specific provisions and expressly agreed deviations take priority.

1. Definitions, scope and contract priority

These Standard Terms and Conditions of Sale ("Terms") govern the sale of Goods and supply of Services by the Optimum Pumping Industries entity identified in the Quotation or Order Acknowledgement ("OPI") to the business customer identified there ("Customer"). "Contract" means the binding agreement comprising the documents listed below; "Goods" means equipment, components, parts, consumables and other products supplied by OPI; "Services" means repair, inspection, engineering, commissioning, supervision, training or other services; and "Quotation" includes OPI's proposal or commercial offer.

If Contract documents conflict, the following order applies: (a) a signed written amendment or special conditions expressly agreed by OPI; (b) OPI's Order Acknowledgement; (c) OPI's Quotation and its schedules; (d) these Terms; (e) OPI's Standard Product Warranty Terms; and (f) the Customer's purchase order only to the extent expressly accepted by OPI. Specifications, approved drawings and documented deviations govern the technical scope but do not override commercial terms unless they expressly say so.

Any Customer terms appearing in a purchase order, portal, specification, delivery instruction or other document are rejected and do not apply merely because OPI accepts or performs an order, delivers Goods, submits an invoice or accesses the Customer's system. A course of dealing does not amend the Contract.

2. Quotations, orders and contract formation

Unless stated otherwise, a Quotation is an invitation to order, remains open for the stated validity period, and may be withdrawn before OPI accepts the Customer's order. Catalogues, budgets, estimates, website content, drawings and technical discussions are informational and do not constitute an offer unless identified as a Quotation.

The Customer's order is an offer on the terms of the Quotation and these Terms. A Contract forms only when OPI issues a written Order Acknowledgement or begins performance with written notice that it has accepted the order. OPI may condition acceptance on credit approval, receipt of an agreed deposit, export-control clearance, final technical information, approved drawings or other stated requirements.

The Customer must promptly check the Order Acknowledgement and notify OPI of any discrepancy. No agent, distributor or employee may bind OPI to a change, warranty or commitment unless an authorised OPI representative confirms it in writing.

3. Prices, taxes and payment

Prices are in the currency stated in the Contract and exclude value added tax, sales or use tax, withholding tax, duties, tariffs, customs charges, freight, insurance, installation and similar charges unless expressly included. The Customer must pay all such amounts, except taxes imposed on OPI's net income. If the Customer must withhold tax, it will gross up the payment so OPI receives the invoiced net amount, unless applicable law prohibits gross-up; the Customer will provide valid withholding evidence promptly.

Payment is due as stated in the Contract. If the Contract is silent, invoices are due 30 calendar days from invoice date without set-off, counterclaim, deduction or withholding. Payment is complete only when cleared funds are received in OPI's nominated account. Bank charges are for the Customer's account.

Overdue amounts accrue interest from the due date until paid at the lower of 1.5% per month and the maximum lawful rate, plus reasonable recovery costs. A genuine invoice dispute must be notified in writing within ten business days after invoice receipt, with reasons and supporting detail; undisputed amounts remain payable when due. OPI may apply payments to any outstanding invoice or charge.

4. Credit, security and financial assurance

Any credit terms are subject to continuing credit approval. OPI may reduce or withdraw credit, require advance payment, a deposit, an irrevocable letter of credit, parent guarantee or other reasonable security, or suspend performance if OPI reasonably believes the Customer may not pay when due. This right applies whether or not an invoice is then overdue.

The Customer will promptly provide reasonable financial and compliance information requested for credit, banking, anti-fraud or know-your-customer checks. OPI may delay shipment while independently verifying a request to change bank details; payment to an unauthorised account does not discharge the Customer's obligation unless caused by OPI's fraud or wilful misconduct.

5. Delivery, Incoterms, risk and title

Delivery terms are those stated in the Contract and, where an Incoterm is used, it is interpreted under Incoterms® 2020. If no delivery term is stated, delivery is FCA OPI's dispatch facility (Incoterms® 2020). Risk passes in accordance with the agreed Incoterm. Delivery dates are estimates unless expressly identified as fixed and guaranteed.

Lead time begins only after Contract formation and OPI's receipt of all items required to start work, including cleared deposit, approved technical documents, Customer data and required licences. OPI may make partial deliveries and invoice them separately. The Customer must provide timely shipping instructions and accept delivery; if it does not, OPI may store the Goods at the Customer's risk and cost and treat delivery as having occurred.

To the extent permitted by applicable law, title to Goods does not pass until OPI receives all amounts due for those Goods. Until then, the Customer must keep them identifiable, properly stored, insured and free of security interests, and must not incorporate, resell or dispose of them except in the ordinary course of business. Risk is not affected by retention of title. If local law requires registration or another step to protect this interest, the Customer authorises OPI to take that step and will reasonably assist.

6. Packing, transport damage, inspection and acceptance

OPI will use the packing basis stated in the Contract or, if none is stated, its standard commercial packing. Special preservation, export seaworthy packing, long-term storage preparation and Customer-specific marking are chargeable unless included in the Quotation.

The Customer must inspect packages and Goods promptly on receipt. Visible shortage, transit damage or non-conformity must be recorded on the carrier's receipt and notified to OPI with evidence within five business days; latent non-conformity must be notified within ten business days after discovery. Failure to give timely notice waives the claim to the extent the delay prejudices OPI's or the carrier's investigation, mitigation or recovery rights.

Use, installation or resale constitutes acceptance except for a latent defect that could not reasonably have been discovered earlier. Acceptance does not waive rights under the applicable warranty. The Customer may not reject an entire delivery for an immaterial non-conformity or a non-conformity limited to separable Goods.

7. Changes, cancellation, postponement and returns

No change, cancellation or postponement requested by the Customer is effective unless OPI agrees in writing. OPI may adjust price, schedule, delivery, warranty and other affected terms to reflect the change, including work performed, committed materials, supplier cancellation charges, re-engineering, remobilisation, storage and reasonable overhead.

If OPI accepts cancellation for convenience, the Customer will pay for completed Goods and Services, work in progress, non-cancellable commitments, demobilisation and reasonable cancellation charges stated in OPI's approval. Custom, modified, used, installed or specially procured Goods are non-returnable unless defective under the Contract.

No return is permitted without OPI's prior written return material authorisation. Authorisation does not admit liability. Approved convenience returns must be unused, traceable and in resalable condition and may be subject to inspection, freight and restocking charges.

8. Technical basis, Customer information and design responsibility

OPI's obligations are limited to the expressly agreed specification, approved drawings, documented deviations and stated performance criteria. OEM names, part numbers and interchange references identify compatibility only to the extent stated in the Contract and do not imply manufacture, endorsement or certification by the OEM.

The Customer is responsible for the accuracy and completeness of its data, drawings, samples, specifications, service conditions and instructions, including pressure, speed, temperature, duty cycle, fluid chemistry, solids, site utilities and interface dimensions. OPI may rely on them. The Customer bears the consequences of errors, omissions or later changes except to the extent OPI expressly accepted design responsibility for the affected matter.

OPI may make changes that do not materially impair agreed form, fit or function, including changes needed for safety, law, supply availability or manufacture. No performance estimate, service-life estimate, production forecast or recommendation is guaranteed unless the Contract identifies it as a guaranteed value and states the applicable test and remedy.

9. Services, site access and safety

For on-site Services, the Customer will provide safe and timely access, permits, inductions, utilities, lifting equipment, competent operators, isolation and lockout, suitable working conditions and accurate hazard information. OPI personnel may stop work where conditions are unsafe or outside the agreed scope, without liability for resulting delay.

Waiting time, additional mobilisation, overtime, travel, accommodation and work caused by inaccurate information, unavailable equipment or site delay are chargeable at OPI's then-current rates unless the Contract states otherwise. The Customer remains responsible for operation of its facility and equipment; OPI advice does not transfer operational control.

Service reports record observations at the time of attendance and are not a certification of future condition, regulatory compliance or fitness of equipment outside the inspected scope.

10. Intellectual property, tools and Customer materials

OPI retains all intellectual property in its designs, drawings, calculations, software, processes, know-how, tooling and documents, including improvements developed in performing the Contract. On full payment, OPI grants the Customer a non-exclusive, non-transferable licence to use deliverable documentation solely to install, operate and maintain the supplied Goods for its internal business purposes.

The Customer must not reverse engineer Goods except where applicable law prohibits that restriction, remove proprietary notices, disclose OPI technical information to competitors, or use OPI documentation to manufacture or procure replacement copies. OPI retains title to patterns, fixtures, jigs, programs and tooling even if the Customer contributes to their cost, unless the Contract expressly states otherwise.

The Customer grants OPI the right to use Customer-provided materials as necessary to perform the Contract and warrants that this use will not infringe third-party rights. Customer-owned materials remain at the Customer's risk except to the extent loss is caused by OPI's failure to use reasonable care.

11. Confidentiality and publicity

Each party will protect the other's non-public commercial and technical information using at least reasonable care and use it only for the Contract. Disclosure is permitted to personnel, affiliates, professional advisers, insurers, financiers and subcontractors who need to know and are bound by confidentiality, and where required by law after notice where lawful.

Confidentiality does not cover information that is public without breach, already lawfully known, independently developed, or lawfully received without restriction. These duties continue for five years after disclosure; trade secrets remain protected while they qualify as trade secrets. Neither party may use the other's name or logo in publicity without prior written consent, except for legally required factual disclosure.

12. Warranty

The Goods and OPI-performed repair or reconditioning Services are covered only by the warranty stated in the Contract and OPI's Standard Product Warranty Terms in effect on the Quotation date, which are incorporated into the Contract. Product-specific warranty provisions in the Quotation or Order Acknowledgement take priority.

Third-party or OEM-branded items are subject only to the transferable portion, if any, of the manufacturer's warranty unless OPI expressly gives an additional warranty. Except for express warranties and terms that cannot lawfully be excluded, all other warranties, conditions, representations and undertakings, express or implied, are excluded to the fullest extent permitted by law.

13. Legal and regulatory compliance; export controls

Each party will comply with laws applicable to its performance, including anti-bribery, sanctions, export-control and anti-money-laundering laws. The Customer is responsible for import clearance and for laws, permits, site rules and approvals governing possession, installation and use of the Goods at destination unless the Contract expressly allocates responsibility to OPI.

The Customer will not export, re-export, transfer or use Goods, software, technology or Services in violation of applicable controls or for prohibited end users, destinations or end uses. It will provide accurate end-use, ownership, destination and licence information on request. OPI may refuse, suspend or terminate performance without liability where performance would be unlawful or expose OPI or its affiliates to sanctions or enforcement risk; the Customer remains liable for lawful work and commitments already incurred.

The Customer will not offer or provide anything of value to improperly influence a person in connection with the Contract and will promptly notify OPI of a suspected compliance violation relating to the transaction.

14. Limitation of liability

Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations, deliberate misconduct where liability cannot lawfully be limited, or any other liability that cannot lawfully be excluded or limited.

Subject to the preceding paragraph, neither party is liable for loss of profit, revenue, production, use, contract, opportunity, anticipated savings, goodwill, business interruption, rig or fleet downtime, loss or corruption of data, or any indirect, special, incidental, punitive or consequential loss, whether arising in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise. The exclusion applies whether or not the loss was foreseeable.

Subject to the first paragraph, OPI's total aggregate liability arising out of or connected with a Contract will not exceed the total price paid or payable under that Contract for the Goods and Services giving rise to the claim. Liability for a warranted defect remains subject to any more specific remedy and cap in the Standard Product Warranty Terms. No claim may be commenced more than twelve months after the claimant knew or reasonably should have known the facts giving rise to it, except where law prohibits that limit.

15. Indemnities and third-party claims

The Customer will indemnify OPI and its affiliates against third-party claims, losses and reasonable costs to the extent arising from: (a) Customer specifications, materials or instructions that infringe third-party rights; (b) installation, modification, combination, operation or use outside the Contract or OPI instructions; (c) the Customer's breach of section 13; or (d) injury or property damage caused by the Customer's negligence or wilful misconduct.

The indemnified party must give prompt notice, allow the indemnifying party reasonable control of the defence and settlement, and provide reasonable cooperation at the indemnifying party's cost. No settlement may admit fault by or impose a non-monetary obligation on the indemnified party without its consent. The indemnity is reduced to the extent the indemnified party caused the claim.

16. Force majeure

Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil disorder, labour disruption, fire, flood, cyberattack by a third party, utility or transport failure, government action, sanctions change, export or import restriction, or material supply shortage. Shortage of funds and failure to pay are not force majeure.

The affected party will notify the other, use commercially reasonable efforts to mitigate, and receive a reasonable schedule extension. OPI may allocate constrained capacity among customers. If the event continues for more than 90 days and materially prevents performance, either party may terminate the affected unperformed scope by notice; the Customer will pay for completed work, delivered Goods and reasonable non-cancellable commitments.

17. Suspension and termination

OPI may suspend performance or withhold delivery on notice if the Customer fails to pay when due, fails to provide required information or access, breaches the Contract, exceeds approved credit, becomes insolvent, or creates a material safety, legal or compliance risk. Schedule and cost consequences of a Customer-caused suspension are for the Customer's account.

Either party may terminate the affected Contract for a material breach not cured within ten business days after written notice, or immediately if the breach cannot be cured. OPI may terminate immediately for insolvency, prohibited transaction, fraud, bribery or repeated payment default. Termination does not affect accrued rights. The Customer must pay for delivered Goods, performed Services, work in progress and reasonable non-cancellable commitments. Sections intended by their nature to survive, including payment, confidentiality, intellectual property, warranty limitations, liability, indemnity and dispute terms, survive.

18. Records, audit support and notices

The Customer will keep records reasonably necessary to demonstrate compliance with end-use, export and payment obligations for at least five years, or longer if applicable law requires. Any audit request must be proportionate, during normal hours, protect confidentiality and avoid unreasonable disruption.

Contract notices must be in writing and sent to the addresses or emails in the Quotation or Order Acknowledgement. A notice is effective on delivery by hand, recorded delivery, recognised courier or acknowledged email. Routine operational communications may use ordinary email, but notices of termination, material breach or legal proceedings must also be sent by courier or recorded delivery unless the receiving party acknowledges receipt.

19. General and disputes

The Customer may not assign, novate or transfer the Contract without OPI's prior written consent. OPI may assign the Contract to an affiliate or as part of a sale or reorganisation of the relevant business and may subcontract performance while remaining responsible for its contractual obligations. The parties are independent contractors; nothing creates a partnership, fiduciary relationship or agency.

A failure or delay in exercising a right is not a waiver. A waiver applies only to the specific instance and must be in writing. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remainder will continue. The Contract is the entire agreement concerning its subject matter and supersedes prior statements; neither party relies on a statement not included in the Contract, without limiting liability for fraud. Amendments must be in writing and signed by authorised representatives. Electronic signatures and counterparts are permitted.

The governing law stated in the Quotation or Order Acknowledgement applies, excluding conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods. If no law is stated, the Contract is governed by the law of the jurisdiction in which the selling OPI entity has its registered office. Unless the Contract states arbitration or another forum, the courts of that jurisdiction have exclusive jurisdiction. Before formal proceedings, authorised commercial representatives will meet or confer in good faith to seek resolution; this does not prevent urgent protective relief or collection of undisputed debt.

Schedule 1 — Order-specific commercial particulars

The Quotation or Order Acknowledgement should state the following. If a field is not applicable, mark it “Not applicable” rather than leaving it ambiguous.

Commercial particular	Required entry
Selling entity	Full legal name and registered/business address
Customer	Full legal name, billing address and delivery/site address
Contract references	Quotation, Customer PO, Order Acknowledgement and project/asset references
Scope and technical basis	Goods/Services, quantities, specifications, approved drawing revisions, deviations and exclusions
Price and currency	Unit/total price, currency, inclusions, taxes, duties, freight and packing basis
Payment and security	Deposit, milestones, credit period, letter of credit, guarantee or retention if agreed
Delivery	Named Incoterm and place (Incoterms® 2020), estimated lead time and delivery schedule
Documentation and inspection	Certificates, drawings, manuals, witness/inspection requirements and acceptance criteria
Warranty	Applicable period and trigger; reference to OPI Standard Product Warranty Terms
Services/site basis	Location, working hours, access, travel, lifting, utilities, permits and safety responsibilities
Governing law and forum	Selected law and courts or arbitration seat/rules
Special conditions	Any negotiated departures from these Terms, stated expressly and approved by OPI

Customer notice: These Terms should be issued with, or incorporated by reference into, every OPI Quotation and Order Acknowledgement. Any negotiated departure should be stated expressly in the order-specific document.