

Terms and Conditions of Sale

These Terms and Conditions of Sale (Terms) apply to all Goods supplied by Hydra Storm (Hydra Storm, we, us, our) to the purchaser (Customer, you, your). Goods means the products, materials and any related services identified in an accepted quotation or order. Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia. These Terms are intended for commercial supply arrangements. Nothing in these Terms excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, including rights under the Australian Consumer Law where it applies.

Version: October 2026

1. Application, Acceptance and Precedence

- 1.1. These Terms apply to all quotations, orders, supplies, deliveries and collections of Goods by Hydra Storm unless Hydra Storm and the Customer expressly agree otherwise in writing.
- 1.2. A contract for supply consists of the accepted quotation or order confirmation, these Terms, and any special conditions expressly agreed in writing by an authorised representative of Hydra Storm.
- 1.3. If an accepted quotation, order confirmation or expressly agreed special condition is inconsistent with these Terms, the more specific written term prevails to the extent of the inconsistency.
- 1.4. Any terms proposed by the Customer, including terms in a purchase order, head contract, specification, portal or other document, do not apply unless Hydra Storm expressly accepts those terms in writing.
- 1.5. An order is subject to acceptance by Hydra Storm. Acceptance may occur by written confirmation or by Hydra Storm commencing manufacture, procurement, processing or supply in circumstances that clearly indicate acceptance.
- 1.6. By placing an order after these Terms have been made available, including electronically or by hyperlink, the Customer accepts these Terms subject to any mandatory law that applies.
- 1.7. If any mandatory law applies to a supply or contract and is inconsistent with these Terms, that law prevails to the extent of the inconsistency.

2. Quotations

- 2.1. Unless otherwise stated, a quotation is valid for thirty (30) days from its date and may be withdrawn before Hydra Storm accepts an order placed against it.
- 2.2. A quotation is an invitation for the Customer to place an order and is not an offer capable of acceptance unless the quotation expressly states otherwise.
- 2.3. Quotations are prepared using the quantities, product mix, specifications, drawings, delivery requirements, project information and other information available to Hydra Storm at the date of quotation.

- 2.4. Quoted unit rates may depend on the quotation as a whole, including total quantity, product mix, manufacturing run, order value, freight utilisation, delivery sequence and other stated commercial assumptions.
- 2.5. If the Customer changes the quoted quantities, product mix, specifications, scope, delivery location, delivery sequence, staging or required delivery period, Hydra Storm may review and revise any affected unit rate, discount, freight charge or lead time before accepting or proceeding with the changed order or variation. Hydra Storm will advise the Customer of any material revision before supply under the changed scope.
- 2.6. Acceptance of only part of a quotation, removal of quoted items, or an order for materially different quantities does not preserve the original unit rates unless Hydra Storm confirms those rates in writing.
- 2.7. Unless Hydra Storm expressly agrees in writing to provide a take-off or quantity verification service, all quantities, dimensions and take-offs are the Customer's responsibility. Any estimate included in a quotation is based on information supplied to Hydra Storm and must be checked by the Customer before ordering.
- 2.8. Freight or delivery allowances are based on the delivery assumptions stated in the quotation or, if none are stated, reasonable and efficient utilisation of the nominated transport method. Changes to quantities, staging, frequency, destination or unloading arrangements may result in additional reasonable charges.
- 2.9. Unless expressly stated otherwise, prices exclude GST, freight, unloading, craneage, traffic management, permits, duties, levies, statutory charges and site-specific costs.
- 2.10. Manufacturing, availability and delivery lead times stated in a quotation are estimates until the Customer's order is accepted and are subject to clause 6.
- 2.11. Hydra Storm may correct a manifest clerical, typographical or calculation error in a quotation before accepting the Customer's order.

3. Orders, Variations, Suspension and Cancellation

- 3.1. An order becomes binding when accepted by Hydra Storm under clause 1.5.

- 3.2. A Customer-requested change to quantity, specification, product mix, delivery location, delivery sequence, call-up schedule or required delivery date is a variation.
- 3.3. Before proceeding with a variation, Hydra Storm may advise the Customer of the reasonable adjustment required to price, freight, manufacturing requirements or lead time. Hydra Storm is not required to proceed with the variation until the adjustment is agreed.
- 3.4. An accepted order may not be cancelled or suspended by the Customer without Hydra Storm's prior written consent, except where the Customer has a statutory right to do so.
- 3.5. If Hydra Storm agrees to a cancellation or suspension, the Customer must reimburse the reasonable, properly incurred and non-recoverable costs caused by the cancellation or suspension, including committed materials, manufacturing, third-party charges, freight, handling and storage. Hydra Storm must take reasonable steps to mitigate those costs.
- 3.6. Hydra Storm may refuse a requested cancellation of custom-made, fabricated, cut-to-size, special-order or non-stock Goods where manufacture or procurement has commenced and the commitment cannot reasonably be stopped or unwound without material loss, subject always to any non-excludable statutory rights.
- 3.7. If a Customer-requested suspension materially changes the delivery period or manufacturing sequence contemplated by the accepted order, the parties will agree any resulting reasonable adjustment before work resumes.

4. Price and Price Adjustments

- 4.1. Once an order is accepted, the agreed price applies to the agreed quantities, scope and delivery period, subject only to this clause 4 and any express escalation formula in the quotation or order confirmation.
- 4.2. Hydra Storm may make a proportionate price adjustment where the adjustment results directly from: (a) a Customer variation; (b) a Customer-caused delay or postponement beyond the delivery period contemplated by the accepted order; (c) a new or increased tax, duty, levy or mandatory statutory charge applying to the Goods or their supply; or (d) an escalation mechanism expressly stated in the accepted quotation or order confirmation.
- 4.3. Hydra Storm will give reasonable notice of an adjustment under clause 4.2 and explain the basis of the adjustment. An adjustment applies only to the affected undelivered Goods or services.
- 4.4. If, after order acceptance and before delivery, an exceptional and material increase occurs in a specifically identifiable third-party input cost outside Hydra Storm's reasonable control and the increase was not reasonably foreseeable at acceptance, Hydra Storm may propose a proportionate adjustment for the affected undelivered Goods. The Customer may accept the adjustment or cancel the affected undelivered portion without a cancellation fee. The Customer remains liable for Goods already completed and for non-cancellable third-party

commitments reasonably incurred before the increase, to the extent those Goods or commitments are transferred or made available to the Customer.

- 4.5. No price adjustment under this clause applies retrospectively to Goods already delivered.

5. Payment Terms

- 5.1. Payment terms are as stated in the accepted quotation, order confirmation or invoice, subject to any mandatory payment period or right applying under legislation, including any applicable security of payment legislation.
- 5.2. Hydra Storm may require a reasonable deposit, payment in advance or credit security for a future order. For an accepted order, Hydra Storm may require reasonable security for future performance where the Customer has materially exceeded an approved credit limit, has undisputed overdue amounts, or there has been a material adverse change in the Customer's credit risk, subject to applicable law.
- 5.3. The Customer must pay all undisputed amounts when due. If an amount is genuinely disputed, the Customer must promptly give Hydra Storm written details of the dispute and may withhold only the amount reasonably connected with that dispute, subject to any statutory rights.
- 5.4. Interest on an overdue amount accrues from its due date at the rate prescribed for judgment debts in Western Australia plus two (2) percentage points per annum, calculated daily, or any different rate required by applicable law.
- 5.5. The Customer must reimburse Hydra Storm for reasonable debt recovery, legal and collection costs properly incurred in recovering an overdue amount, to the extent permitted by law.
- 5.6. If an undisputed amount remains overdue for five (5) Business Days after Hydra Storm gives written notice requiring payment, Hydra Storm may suspend further supply until the overdue amount is paid. Hydra Storm is not entitled to charge the Customer for Goods not supplied solely because of that suspension, except for reasonable costs already committed or incurred.
- 5.7. The Customer must not deduct or impose a backcharge against an undisputed amount unless it has first given Hydra Storm reasonable written details of the claim and, where practicable, a reasonable opportunity to inspect and rectify the alleged issue. This clause does not prevent a set-off or withholding that the Customer is entitled to make under mandatory law.
- 5.8. GST is payable in addition to stated prices unless the price is expressly stated to include GST.

6. Delivery and Collection

- 6.1. Delivery dates and times are estimates unless Hydra Storm expressly agrees in writing that a particular date or time is guaranteed.

- 6.2. Unless the quotation states otherwise, each delivery is based on one vehicle mobilisation, one site entry and one nominated unloading location.
- 6.3. A request for multiple unloading locations, additional drops within a site, vehicle repositioning, staged unloading or additional vehicle movements may incur additional reasonable charges where those requirements were not included in the accepted quotation.
- 6.4. Where freight pricing or the number of deliveries is based on efficient or full utilisation of transport capacity, reduced, partial or staged call-ups requested by the Customer may increase the number of deliveries. Hydra Storm may charge the reasonable additional freight and handling costs resulting from those changes after advising the Customer.
- 6.5. Hydra Storm may make partial deliveries where reasonably necessary because of product availability, manufacturing sequence, vehicle capacity or logistics. Each partial delivery may be invoiced separately. Hydra Storm will use reasonable efforts to avoid unnecessary additional freight costs to the Customer.
- 6.6. A signed delivery docket, carrier record, electronic proof of delivery, site receipt or other reliable delivery record is prima facie evidence of delivery, but does not prevent the Customer from establishing a genuine shortage, damage claim or non-excludable statutory right.
- 6.7. For Customer collection, delivery occurs when the Goods are made available and loaded onto, or collected by, the Customer's nominated vehicle or carrier, as applicable.
- 7. Site Access, Unloading and Futile Delivery**
- 7.1. The Customer must ensure that the delivery site and access route are safe, lawful and reasonably suitable for the type, dimensions, axle loads and gross vehicle mass of the delivery vehicle being used.
- 7.2. The Customer must provide adequate turning and manoeuvring space, stable ground conditions, suitable overhead and side clearances, and a safe unloading or laydown area. The Customer must notify Hydra Storm before dispatch of known access restrictions, weight limits, overhead or underground services, soft ground, restricted turning areas, traffic management requirements or other conditions that may affect safe delivery.
- 7.3. The driver or operator may refuse to enter, reposition or unload at a location reasonably considered unsafe, unlawful or likely to cause damage to persons, vehicles, equipment or property. A reasonable refusal on safety grounds does not constitute a failure by Hydra Storm to deliver.
- 7.4. Unless unloading is expressly included, the Customer is responsible for providing suitable unloading plant, equipment, labour and competent operators. For flatbed or similar deliveries without unloading equipment, the Customer must ensure suitable unloading equipment is available when the vehicle arrives.
- 7.5. Where Hydra Storm provides a crane or Hiab-equipped vehicle, unloading is limited to a safe and reasonably accessible nominated laydown location within the rated operating capability of the vehicle and crane. Hydra Storm is not required to distribute, place, install or relocate Goods around the site unless expressly included in the quotation.
- 7.6. If a delivery charge includes an unloading allowance, that allowance is as stated in the quotation or order confirmation. Waiting or unloading time beyond the included allowance may be charged at the rate stated in the quotation or, if no rate is stated, at Hydra Storm's reasonable additional transport cost.
- 7.7. A delivery is a futile delivery where Hydra Storm or its carrier attends the nominated location but delivery or unloading cannot reasonably be completed because of a circumstance attributable to the Customer or the site, including unsafe or unsuitable access, incorrect delivery instructions, unavailable unloading equipment, insufficient unloading space, site closure, refusal or inability to accept the Goods, or unreasonable delay in gaining access or commencing unloading.
- 7.8. For a futile delivery, the Customer must pay the reasonable costs actually incurred as a result, which may include freight, waiting time, handling, return freight, storage and redelivery. These amounts are cost-recovery charges and are not penalties.
- 7.9. A futile delivery does not require Hydra Storm to attempt immediate redelivery. Redelivery is subject to transport availability and an agreed revised arrangement.
- 7.10. If the Customer requests or directs a delivery vehicle to enter an area beyond an established or reasonably suitable delivery access point, the Customer is responsible for disclosing known site risks. Hydra Storm is not liable for site damage caused by undisclosed or unsuitable site conditions or the Customer's directions, except to the extent the damage is caused or contributed to by Hydra Storm's negligence or wrongful act.
- 7.11. Unless expressly included in the quotation, the Customer is responsible for site permits, inductions, traffic management and other site-specific access requirements.
- 8. Customer-Requested Delay, Storage and Redelivery**
- 8.1. If Goods are ready for delivery or collection and the Customer postpones or cannot accept them at the agreed time, Hydra Storm may reschedule delivery and recover reasonable additional storage, handling, freight and redelivery costs caused by the delay.
- 8.2. Hydra Storm will take reasonable steps to minimise additional costs and will advise the Customer of material storage or redelivery charges where practicable.
- 8.3. A Customer-requested delay may result in a revised delivery date or manufacturing position. Hydra Storm is not responsible for delay caused by the Customer's postponement or failure to provide access, information or unloading arrangements reasonably required for delivery.

9. Risk

- 9.1. Risk in the Goods passes to the Customer on completed delivery to the nominated delivery location or on collection by or on behalf of the Customer, whichever occurs first.
- 9.2. If the Customer expressly authorises an unattended delivery or safe drop, risk passes when the Goods are placed at the authorised location and Hydra Storm has recorded the delivery.
- 9.3. Passing of risk does not itself transfer title. The Customer is responsible for loss of or damage to the Goods after risk has passed, subject to any non-excludable rights.

10. Title and Personal Property Securities Act

- 10.1. Title to Goods supplied under an order remains with Hydra Storm until Hydra Storm receives payment in full of all amounts due for those Goods and that order.
- 10.2. Until title passes, the Customer must keep the Goods reasonably identifiable, protect them from loss or damage and, where commercially reasonable, maintain appropriate insurance.
- 10.3. The Customer may resell Goods in the ordinary course of its business before title passes unless Hydra Storm has notified the Customer that it is in material payment default. Any security interest held by Hydra Storm extends to identifiable proceeds to the extent provided by the Personal Property Securities Act 2009 (Cth) (PPSA).
- 10.4. The Customer grants Hydra Storm a security interest in the Goods and their proceeds to secure amounts payable for the Goods and agrees that, where applicable, the security interest may constitute a purchase money security interest.
- 10.5. The Customer must provide information reasonably required to enable Hydra Storm to register, maintain or enforce its security interest and must not knowingly do anything that would materially prejudice that registration or security interest.
- 10.6. Hydra Storm may register its security interest on the Personal Property Securities Register and recover reasonable registration costs from the Customer where the registration is made in connection with the Customer's credit account or supply arrangement.
- 10.7. To the extent permitted by section 115 of the PPSA and only in relation to collateral not used predominantly for personal, domestic or household purposes, the Customer waives its right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 135 of the PPSA to the extent those rights may lawfully be waived.
- 10.8. If Hydra Storm becomes legally entitled to recover Goods, the Customer must provide reasonable access and assistance to enable lawful recovery. Hydra Storm will exercise any PPSA enforcement right honestly, lawfully and in a commercially reasonable manner.

11. Inspection, Short Supply, Delivery Damage and Defects

- 11.1. The Customer must inspect the Goods as soon as reasonably practicable after delivery or collection and,

where practicable, before installation, use or on-forward supply.

- 11.2. The Customer should notify Hydra Storm in writing within seventy-two (72) hours of delivery of any visible shortage, transit damage or incorrect supply and provide delivery documentation and reasonable supporting evidence. This notification period is intended to allow prompt investigation and does not extinguish rights relating to latent defects or any right that cannot lawfully be excluded.
- 11.3. If a defect or non-conformity becomes apparent later, the Customer must notify Hydra Storm within a reasonable time after becoming aware of it, having regard to the nature of the Goods and the issue.
- 11.4. The Customer must give Hydra Storm a reasonable opportunity to inspect Goods alleged to be defective, damaged or non-conforming before the Goods are repaired, replaced, removed, destroyed or materially altered, except where immediate action is reasonably necessary for safety or to prevent further loss.
- 11.5. The Customer must take reasonable steps to mitigate loss. If the Customer installs or continues to use Goods despite an obvious defect or mismatch that a reasonable inspection would have identified, Hydra Storm is not responsible for avoidable incremental removal, reinstallation or third-party costs to the extent permitted by law.
- 11.6. Hydra Storm is not required to reimburse third-party rectification costs incurred without prior consultation where Hydra Storm was reasonably available to inspect and address the issue, except where urgent action was reasonably necessary or where the law otherwise requires reimbursement.

12. Returns and Non-Returnable Goods

- 12.1. No Goods may be returned for change of mind or convenience without Hydra Storm's prior written authorisation. This clause does not apply to a return or remedy required by law.
- 12.2. Approved change-of-mind returns must be unused, uninstalled, undamaged, in saleable condition and, where applicable, in original packaging.
- 12.3. An approved change-of-mind return may be subject to a reasonable restocking charge of up to twenty-five per cent (25%) of the returned Goods' sale price, but only to the extent the charge reasonably reflects inspection, handling, administration, freight, loss in value or other costs caused by the return.
- 12.4. The Customer is responsible for reasonable return freight and handling costs for an approved change-of-mind return unless Hydra Storm agrees otherwise.
- 12.5. Custom-made, fabricated, cut-to-size, special-order or non-stock Goods are not returnable for change of mind where they cannot reasonably be resold or repurposed, except as required by law.

- 12.6. Unauthorised returns may be refused or returned to the Customer at the Customer's reasonable cost.

13. Product Specifications, Standards and Tolerances

- 13.1. Goods will be supplied in accordance with the accepted quotation, applicable published product specification and any expressly stated compliance standard, subject to lawful manufacturing tolerances.
- 13.2. Dimensions, weight, colour, finish and appearance may vary within applicable manufacturing or Standards tolerances. A variation within those tolerances is not, of itself, a defect.
- 13.3. Product photographs, illustrations, drawings and stated weights are indicative unless expressly stated to be contractually exact.
- 13.4. Hydra Storm may make a change reasonably necessary to comply with a change in law, mandatory standard or certification requirement, provided the change does not materially reduce the agreed function or performance of the Goods. If a proposed change would materially affect the Customer, Hydra Storm will notify the Customer before supply where reasonably practicable.

14. Customer Information, Suitability, Design and Installation

- 14.1. The Customer is responsible for ensuring that drawings, schedules, bills of quantities, specifications, dimensions, site information and other information supplied to Hydra Storm are complete and accurate.
- 14.2. Hydra Storm is not responsible for an error in manufacture, supply, quantity or delivery to the extent the error is caused by inaccurate, incomplete or superseded information supplied by or on behalf of the Customer.
- 14.3. The Customer is responsible for determining that the Goods are suitable for the intended project, application and site conditions unless Hydra Storm has expressly agreed in writing to undertake that responsibility.
- 14.4. Unless Hydra Storm is expressly engaged in writing to provide professional engineering or design services, technical information, calculations, hydraulic information, load assessments, drawings, installation guidance and product recommendations are product-related guidance based on the information made available to Hydra Storm and are not a substitute for project-specific professional design or certification.
- 14.5. The Customer is responsible for project design, engineering verification, regulatory and authority approvals, installation methodology and compliance with applicable laws, standards and project specifications, except to the extent Hydra Storm has expressly accepted a particular responsibility in writing.
- 14.6. The Customer must ensure Goods are stored, handled and installed by competent persons using appropriate methods. Hydra Storm is not responsible for loss caused by improper storage, handling, installation, modification or use, except to the extent Hydra Storm caused or contributed to the loss.

15. Resale and Representations

- 15.1. A Customer that resells or on-supplies Goods must not knowingly make a false or misleading representation about the Goods' quality, compliance, certification, performance or suitability.
- 15.2. The Customer is responsible for representations, warranties or project commitments it makes to third parties beyond Hydra Storm's published specifications or written commitments unless Hydra Storm expressly approves them in writing.
- 15.3. The Customer indemnifies Hydra Storm for loss arising from a third-party claim to the extent the loss is caused by the Customer's misleading, negligent or unauthorised representation about the Goods, subject to clause 18.

16. Australian Consumer Law and Other Statutory Rights

- 16.1. Nothing in these Terms excludes, restricts or modifies a consumer guarantee, right, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law (ACL).
- 16.2. Where the ACL applies and permits liability for a failure to comply with a consumer guarantee to be limited under section 64A of the ACL, and it is fair and reasonable to rely on the limitation, Hydra Storm's liability is limited, at Hydra Storm's option, to: (a) replacement of the Goods or supply of equivalent Goods; (b) repair of the Goods; (c) payment of the cost of replacing the Goods or acquiring equivalent Goods; or (d) payment of the cost of having the Goods repaired.
- 16.3. Any voluntary product warranty expressly given by Hydra Storm is in addition to, and does not replace, rights and remedies that apply under the ACL or other mandatory law.
- 16.4. Any notification period, return restriction, exclusion or limitation elsewhere in these Terms operates subject to this clause 16.

17. Limitation of Liability

- 17.1. Subject to clause 16 and to the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss that does not arise naturally in the ordinary course from the relevant breach, including remote loss of profit, revenue or opportunity.
- 17.2. Subject to clause 16 and clause 17.3, Hydra Storm's aggregate liability arising from or in connection with an order is limited to the amount paid or payable by the Customer for the Goods under the order giving rise to the claim.
- 17.3. The limitation in clause 17.2 does not apply to liability that cannot lawfully be limited, or to liability arising from Hydra Storm's fraud or wilful misconduct, or death or personal injury caused by Hydra Storm's negligence.
- 17.4. Each party must take reasonable steps to mitigate any loss for which it seeks recovery from the other.
- 17.5. Nothing in this clause limits the Customer's obligation to pay the agreed price for Goods properly supplied or limits

a liability expressly assumed under an indemnity to the extent that indemnity is enforceable.

18. Indemnity

- 18.1. The Customer indemnifies Hydra Storm against a third-party claim, loss, damage, liability or reasonable cost only to the extent caused or contributed to by: (a) the Customer's breach of these Terms; (b) the Customer's negligent or wrongful act or omission; (c) improper storage, handling, installation, modification or use of the Goods by or on behalf of the Customer; (d) inaccurate site information or directions supplied by the Customer; or (e) an unauthorised representation by the Customer about the Goods.
- 18.2. The indemnity in clause 18.1 does not apply to the extent a claim or loss is caused or contributed to by Hydra Storm's breach, negligence, fraud or wilful misconduct.
- 18.3. Hydra Storm must give the Customer reasonable notice of a claim for which it seeks indemnity and reasonable information about the claim. The parties must cooperate reasonably in relation to its defence or settlement. Hydra Storm must not agree to a settlement that imposes a material non-monetary obligation on the Customer without the Customer's consent, which must not be unreasonably withheld.

19. Force Majeure

- 19.1. Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay an amount already due, to the extent the delay or failure is caused by an event beyond that party's reasonable control and could not reasonably have been avoided or overcome.
- 19.2. Events may include natural disasters, extreme weather, fire, flood, epidemic or public health restrictions, war or civil disturbance, industrial action not confined to the affected party's own workforce, transport disruption, port closure, material supply interruption, utility failure, government action or a comparable event beyond reasonable control.
- 19.3. The affected party must give reasonable notice where practicable and take reasonable steps to mitigate the effect of the event. Only the affected obligations are suspended and only for the period reasonably required.
- 19.4. If a force majeure event prevents a material part of an order from being supplied for more than sixty (60) consecutive days, either party may terminate the affected undelivered portion by written notice without a termination penalty. The Customer remains liable for Goods already delivered and for completed custom Goods that the Customer elects to take.

20. Suspension and Termination for Breach

- 20.1. Hydra Storm may suspend future supply on written notice if the Customer commits a material breach of the contract, including failing to pay an undisputed amount when due, and does not remedy the breach within five (5) Business Days after being asked in writing to do so, or within a longer reasonable period specified in the notice.

- 20.2. Hydra Storm may immediately suspend a delivery or site activity where continuing would create a material safety or legal risk. Supply will resume when the risk is reasonably resolved.
- 20.3. Either party may terminate an affected order for a material breach by the other party if the breach is capable of remedy and is not remedied within ten (10) Business Days after written notice, or if the breach is incapable of remedy. For a payment breach by the Customer, clause 20.1 applies before termination.
- 20.4. Any right arising because of insolvency, administration, restructuring or the appointment of a controller is subject to any mandatory stay or restriction under the Corporations Act 2001 (Cth) or other applicable law.
- 20.5. Termination does not affect accrued rights. The Customer must pay for Goods delivered and other amounts properly due up to termination, together with reasonable non-recoverable costs payable under an agreed cancellation or variation clause.

21. Confidentiality

- 21.1. Each party must keep confidential the other party's non-public commercial, technical and pricing information that is identified as confidential or would reasonably be understood to be confidential.
- 21.2. A party may disclose confidential information to its employees, professional advisers, insurers, financiers, project principals or contractors who need the information for the relevant transaction and are subject to appropriate confidentiality obligations, or where disclosure is required by law.
- 21.3. Hydra Storm's project-specific pricing, rate build-ups and proprietary manufacturing or product information remain Hydra Storm's confidential information unless agreed otherwise.

22. Intellectual Property and Documents

- 22.1. All intellectual property owned by Hydra Storm before an order, and all proprietary drawings, designs, calculations, documents, product information and quotation material developed by Hydra Storm, remain Hydra Storm's property unless expressly agreed otherwise in writing.
- 22.2. Subject to payment of amounts due, the Customer may use project-specific documents supplied by Hydra Storm for the project and purpose for which they were supplied. The Customer must not use Hydra Storm's proprietary information to manufacture or procure a copy of a proprietary product from another supplier without Hydra Storm's written consent.
- 22.3. The Customer warrants that it has the right to provide Hydra Storm with drawings, specifications, designs and other material supplied for manufacture. The Customer indemnifies Hydra Storm against a third-party intellectual property claim only to the extent the claim results from Hydra Storm following material supplied or specifically directed by the Customer, subject to clause 18.

23. Notices and Communications

- 23.1. A notice or approval required under these Terms must be in writing and may be given by email to the address most recently notified for contractual communications, or by another written method agreed by the parties.
- 23.2. A party must promptly notify the other of a change to its relevant contact details. Routine delivery scheduling communications may be given through the parties' usual operational contacts.

24. Variation of These Terms

- 24.1. Hydra Storm may update these Terms from time to time for future transactions. Updated Terms apply only to an order placed after the updated Terms have been made available to the Customer or otherwise brought to the Customer's attention.
- 24.2. The version of these Terms applying when an order is accepted continues to govern that order unless Hydra Storm and the Customer agree a variation in writing or a change is required by mandatory law.
- 24.3. No employee or representative may vary an accepted order or these Terms unless authorised to do so and the variation is recorded in writing.

25. Governing Law and General

- 25.1. These Terms and each contract for supply are governed by the laws of Western Australia. The parties submit to the

jurisdiction of the courts of Western Australia and courts entitled to hear appeals from them.

- 25.2. Nothing in these Terms limits or excludes any right or obligation under the Building and Construction Industry (Security of Payment) Act 2021 (WA) or any other security of payment legislation that applies to a particular supply.
- 25.3. If a provision of these Terms is illegal, invalid or unenforceable, it is to be read down to the extent necessary to make it valid and enforceable, or severed if it cannot be read down, without affecting the remaining provisions.
- 25.4. A failure or delay by either party to exercise a right is not a waiver of that right. A waiver must be in writing and applies only to the particular circumstance for which it is given.
- 25.5. Subject to any law relating to misleading or deceptive conduct or other non-excludable rights, the accepted quotation or order confirmation, these Terms and any expressly agreed special conditions record the parties' agreement concerning the relevant supply.
- 25.6. The parties may accept orders, variations and other contractual documents electronically, including by email or electronic signature, where the method used identifies the party and indicates its intention to be bound.