



# **TERMS AND CONDITIONS**

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## Hydra EVC Ltd

### PART A: GENERAL PROVISIONS (ALL CUSTOMERS)

#### 1. Interpretation and Definitions

##### 1.1 Definitions

In these Conditions, the following definitions apply:

**Business Customer** means a Buyer who is acting for purposes relating to their trade, business, craft or profession.

**Business Day** means any day other than a Saturday, Sunday or public holiday in England.

**Buyer** means the person, firm or company purchasing the Goods from the Supplier.

**Conditions** means these terms and conditions of sale, warranty and support.

**Consumer** means a Buyer who is an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

**Contract** means the contract between the Supplier and the Buyer for the sale of Goods in accordance with these Conditions.

**Goods** means the goods supplied by the Supplier to the Buyer, including EV charge points, accessories, software and related components.

**Order** means the Buyer's order for the Goods.

**Supplier** means Hydra EVC Ltd and any of its wholly owned subsidiaries or associated companies.



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## 2. GENERAL AND BASIS OF CONTRACT

### 2.1 Application of Conditions

These Conditions apply to the Contract. For Business Customers, these Conditions apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, whether expressly or by implication, including by trade, custom, practice, course of dealing, prior communications, emails or telephone conversations.

### 2.1 Application of Conditions

These Conditions apply to the Contract. For Business Customers, these Conditions apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate, whether expressly or by implication, including by trade, custom, practice, course of dealing, prior communications, emails or telephone conversations.

### 2.2 Orders

The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.

### 2.3 Formation of Contract

The Contract shall only be formed when the Supplier issues written acceptance of the Order or delivers the Goods.

### 2.4 Entire Agreement

The Contract constitutes the entire agreement between the parties. The Buyer confirms that it has not relied on any statement, promise, representation or assurance not expressly set out in the Contract. This clause does not apply to Consumers.

### 2.5 Variations

No variation of these Conditions shall be effective unless agreed in writing by a director of the Supplier.



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## 2.6 Support and Warranty Process

The Supplier operates a formal support, warranty and escalation process. No obligation, response time or liability shall arise unless and until a support request has been formally submitted and logged via the Supplier's designated support system.

## 2.7 Operational Response Targets

Any response times, classifications or priorities communicated by the Supplier are operational targets only and do not constitute contractual service level agreements or guarantees.

## 3. PRICES

### 3.1 Pricing Basis

Prices are quoted exclusive of VAT, delivery, packaging, insurance and any applicable duties unless otherwise stated.

### 3.2 Price Changes

For Business Customers, prices are subject to change without notice prior to dispatch. For Consumers, the price of the Goods will be as quoted at the time of order confirmation.

### 3.3 Discounts

No discounts apply unless agreed in writing by the Supplier.

### 3.4 Quotations

Quotations do not constitute an offer and are subject to availability and prior sale.



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## 4. PAYMENT

### 4.1 Payment Terms

Payment terms shall be as agreed at the time of account approval or order acceptance. For Consumers, payment is required at the time of order.

### 4.2 Due Date

Invoices must be paid in full by the due date stated.

### 4.3 Accounts on Stop

The Supplier reserves the right to place accounts on stop where payment terms are breached.

### 4.4 Interest on Overdue Sums

Interest shall accrue on overdue sums at eight per cent above the Bank of England base rate, calculated daily.

### 4.5 Recovery Costs

The Buyer shall be liable for all reasonable costs incurred in recovering overdue payments.

### 4.6 Credit Facilities

The Supplier may reduce or withdraw credit facilities without notice.



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## 5. RESCHEDULING OF ORDERS

### 5.1 Delivery Dates

Delivery dates are estimates only.

### 5.2 Consent and Notice

Rescheduling requires the Supplier's prior written consent and a minimum of three months' notice.

### 5.3 Costs

Any stockholding or administrative costs arising from rescheduling shall be payable by the Buyer.

## 6. CANCELLATION

### 6.1 Consent Required

For Business Customers, orders may not be cancelled without the Supplier's written consent.

### 6.2 Cancellation Charges

For Business Customers, the Supplier reserves the right to charge up to one hundred per cent of the order value for cancelled Goods.

### 6.3 Consumer Cancellation Rights

Consumer cancellation rights are set out in Part B of these Conditions.



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## 7. DELIVERY

### 7.1 Estimates Only

Delivery dates are estimates only.

### 7.2 Liability for Delay

For Business Customers, the Supplier shall not be liable for losses arising from delayed delivery. For Consumers, see Part B regarding delivery rights.

### 7.3 Instalments

The Supplier may deliver Goods in instalments.

### 7.4 Non-Delivery Notification

Non-delivery must be reported in writing within three Business Days of the expected delivery date.

### 7.5 Collection by Carrier

Goods collected by the Buyer's carrier are deemed delivered upon collection.

## 8. PROOF OF DELIVERY

### 8.1 Requests

Proof of delivery is available upon written request.

### 8.2 Administration Fee

Requests made more than thirty days after the invoice date may incur an administration fee.

## 9. INSPECTION

### 9.1 Inspection Requirement

The Buyer must inspect the Goods immediately upon delivery.

### 9.2 Reporting Issues

Any defects, shortages, or damage must be reported in writing within three Business Days.

### 9.3 Deemed Acceptance

For Business Customers, failure to notify constitutes acceptance of the Goods. This does not affect Consumer rights.

### 9.4 Support Tickets

Submission of a support ticket does not extend inspection time limits.

## 10. RISK AND OWNERSHIP

### 10.1 Risk

Risk passes to the Buyer upon delivery.

### 10.2 Retention of Ownership

Ownership remains with the Supplier until full payment is received.

### 10.3 Bailee Status

The Buyer shall hold Goods as bailee until ownership transfers.





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## 11. MARKS AND NUMBERS

### 11.1 No Alteration

The Buyer shall not remove or alter identifying marks or serial numbers.

## 12. DEFAULT

### 12.1 Supplier Remedies

The Supplier may suspend deliveries, repossess Goods or terminate the Contract if the Buyer defaults.

### 12.2 Buyer Liability

The Buyer shall be liable for all losses, costs and expenses arising from default.

### 12.1 Supplier Remedies

The Supplier may suspend deliveries, repossess Goods or terminate the Contract if the Buyer defaults.

### 12.2 Buyer Liability

The Buyer shall be liable for all losses, costs and expenses arising from default.

## 13. DEFECTIVE GOODS

### 13.1 Conformity

The Supplier warrants that Goods conform to specification at delivery.

### 13.2 Exclusions

The Supplier is not responsible for faults arising from installation errors, commissioning failures, misuse, modification or third-party equipment.



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## 13.3 Reporting

All defects must be reported via the Supplier's designated support system.

## 13.4 Remedy

The Supplier may repair, replace or refund at its discretion following assessment. For Consumers, see Part B regarding statutory rights.

## 13.5 Fault Attribution

No replacement or site attendance shall occur until fault attribution is completed.

# 14. RETURNS

## 14.1 RMA Requirement

Returns require a valid Returns Merchandise Authorisation number.

## 14.2 Time Limits

For Business Customers, returns requested after thirty days may be refused.

## 14.3 Fees

Handling and restocking fees may apply.

## 14.4 Packaging

Goods must be returned in original, unmarked packaging.



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## 15. CATALOGUES AND BROCHURES

### 15.1 Guidance Only

Descriptions and illustrations are for guidance only and do not form part of the Contract.

## 16. BUYER INSOLVENCY OR DEFAULT

### 16.1 Termination Rights

The Supplier may terminate the Contract immediately upon Buyer insolvency or default.

## 17. COMPUTER SOFTWARE AND THIRD-PARTY SYSTEMS

### 17.1 Third-Party Terms

Software and platforms are subject to availability and third-party terms.

### 17.2 No Uptime Guarantee

The Supplier does not guarantee uptime or uninterrupted service.

### 17.3 No Liability for Outages

The Supplier is not liable for third-party outages or connectivity issues.

## 18. INTELLECTUAL PROPERTY

### 18.1 Ownership

Intellectual property remains the property of the Supplier or relevant licensors.

### 18.2 Indemnity

The Buyer shall indemnify the Supplier against infringement arising from the Buyer's specifications.



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## 19. LIEN

### 19.1 General Lien

The Supplier retains a general lien over Buyer's goods in its possession.

## 20. LIABILITY

### 20.1 Non-Excludable Liability

Nothing limits liability for death, personal injury caused by negligence, or fraud.

### 20.2 No Indirect Losses

For Business Customers, the Supplier is not liable for indirect or consequential losses.

### 20.3 Operational Response Targets

Operational response times do not constitute contractual SLAs.

### 20.4 Liability Cap

For Business Customers, total liability shall not exceed the price paid for the Goods.

## 21. COMMISSIONING INSTRUCTIONS AND SUPPORT ELIGIBILITY

### 21.1 Commissioning Requirement

Proper commissioning is mandatory for warranty and support eligibility.

### 21.2 Required Data

Required commissioning data must be provided.



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## 21.3 Support Withholding

Support may be withheld where commissioning data is incomplete.

## 21.4 Additional Charges

Additional charges may apply for remediation.

## 21.5 Legacy Chargers and Discretionary Support

Where the Supplier elects to provide assistance on legacy products, non-standard installations, or installations completed by third parties, such assistance is discretionary and may be subject to pre-payment, inspection fees, or site attendance charges.

If it is determined that the fault is caused by installation, site infrastructure, third-party equipment, misuse, or any factor outside the Supplier's manufacturing responsibility, the Supplier reserves the right to retain the pre-payment in full or in part to cover investigation, labour, travel, and administrative costs.

If it is determined that the fault is a verified manufacturing defect or firmware fault attributable to the Supplier, the Supplier will refund the relevant pre-payment in full. Any discretionary assistance provided by the Supplier shall not constitute acceptance of liability, shall not reset, extend, or vary warranty periods, and shall not create any precedent or continuing obligation.



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## 22. FORCE MAJEURE

### 22.1 Definition

Force Majeure means any event beyond the reasonable control of a party, including acts of God, war, terrorism, civil unrest, government action, pandemic, epidemic, fire, flood, earthquake, extreme weather, labour disputes, supply chain disruption, failure of utilities or telecommunications, or cyber attack.

### 22.2 Effect

Neither party shall be liable for any failure or delay in performing obligations where such failure or delay results from a Force Majeure event.

### 22.3 Notification

The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure event and its expected duration.

### 22.4 Mitigation

The affected party shall use reasonable endeavours to mitigate the effect of the Force Majeure event and resume performance.

### 22.5 Prolonged Force Majeure

If a Force Majeure event continues for more than ninety days, either party may terminate the Contract by giving written notice.



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## 23. DATA PROTECTION

### 23.1 Compliance

Both parties shall comply with the UK General Data Protection Regulation, the Data Protection Act 2018, and all applicable data protection legislation.

### 23.2 Personal Data

The Supplier processes personal data in accordance with its Privacy Policy, available on request and at [www.hydraev.co.uk](http://www.hydraev.co.uk).

### 23.3 Charger Data

EV charge points may collect usage data, energy consumption data, and diagnostic data. This data is processed for the purposes of providing support, improving products, and fulfilling contractual obligations.

### 23.4 Data Retention

Personal data is retained only for as long as necessary to fulfil the purposes for which it was collected or as required by law.

### 23.5 Data Subject Rights

Individuals may exercise their data protection rights by contacting the Supplier at the address set out in these Conditions.



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## 24. CONFIDENTIALITY

### 24.1 Confidential Information

Each party shall keep confidential all technical, commercial, and financial information disclosed by the other party, including pricing, product specifications, and business plans.

### 24.2 Permitted Disclosure

Confidential information may be disclosed to employees, agents, or subcontractors who need to know it for the purposes of the Contract, provided they are bound by equivalent confidentiality obligations.

### 24.3 Exclusions

Confidentiality obligations do not apply to information that is publicly available, already known to the receiving party, independently developed, or required to be disclosed by law.

### 24.4 Duration

Confidentiality obligations shall survive termination of the Contract for a period of three years.

## 25. NOTICES

### 25.1 Form of Notice

Any notice under the Contract must be in writing and delivered by hand, first class post, recorded delivery, or email.

### 25.2 Deemed Receipt

Notices are deemed received on delivery if by hand, two Business Days after posting if by first class post or recorded delivery, or on the next Business Day if sent by email before 5pm on a Business Day.





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## 25.3 Supplier Address

Notices to the Supplier should be sent to: Graphic House, Unit 11 Totman Close, Brook Road Industrial Estate, Rayleigh, Essex SS6 7UZ or [sales@hydraev.co.uk](mailto:sales@hydraev.co.uk).

## 26. ASSIGNMENT

### 26.1 Buyer Assignment

The Buyer may not assign, transfer, or subcontract any rights or obligations under the Contract without the prior written consent of the Supplier.

### 26.2 Supplier Assignment

The Supplier may assign or transfer the Contract to any group company or successor in title to its business.

## 27. SEVERABILITY

### 27.1 Invalid Provisions

If any provision of these Conditions is found by any court or authority to be invalid, illegal, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If modification is not possible, the provision shall be deemed deleted.

### 27.2 Remaining Provisions

The invalidity of any provision shall not affect the validity of the remaining provisions, which shall continue in full force and effect.



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## 28. WAIVER

### 28.1 No Implied Waiver

No failure or delay by the Supplier in exercising any right or remedy shall constitute a waiver of that right or remedy.

### 28.2 Single or Partial Exercise

A single or partial exercise of any right or remedy shall not prevent further exercise of that right or remedy.

### 28.3 Written Waiver

Any waiver must be in writing and signed by the Supplier to be effective.

## 29. THIRD PARTY RIGHTS

### 29.1 Exclusion

The Contract is made for the benefit of the parties only and is not intended to benefit, or be enforceable by, any third party.

### 29.2 Contracts Act

The rights of third parties to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999 are excluded.



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## 30. WEEE AND ENVIRONMENTAL DISPOSAL

### 30.1 WEEE Compliance

The Supplier is registered as a producer under the Waste Electrical and Electronic Equipment Regulations 2013 (as amended).

### 30.2 End of Life

EV charge points must not be disposed of as general waste. At end of life, products should be taken to an appropriate recycling facility or returned to the Supplier for disposal.

### 30.3 Battery Disposal

Any products containing batteries must be disposed of in accordance with the Waste Batteries and Accumulators Regulations 2009.

### 30.4 Information

The Buyer shall inform end users of their obligations regarding proper disposal of electrical equipment.

## 31. PRODUCT RECALL

### 31.1 Supplier's Right

The Supplier reserves the right to recall any Goods where there is a safety concern or regulatory requirement.

### 31.2 Buyer Cooperation

The Buyer shall cooperate fully with any product recall, including providing information about end users and facilitating access to installed equipment.



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## 31.3 Notification

The Buyer shall promptly notify the Supplier of any safety issues or incidents involving the Goods.

## 31.4 Costs

The Supplier shall bear reasonable costs of recall where the recall results from a manufacturing defect. Other recall costs shall be borne as determined by the cause of the recall.

# 32. INDUSTRY AND REGULATORY STANDARDS

## 32.1 Electrical Standards

All installations must comply with BS 7671 (IET Wiring Regulations) and be carried out by competent persons.

## 32.2 DNO Notification

The Buyer or their installer is responsible for ensuring that Distribution Network Operator (DNO) notification requirements are met where applicable.

## 32.3 OZEV Compliance

Where Goods are installed under the Office for Zero Emission Vehicles (OZEV) grant scheme, the Buyer and installer must comply with all applicable OZEV requirements, including installer authorisation, product eligibility, and installation standards.

## 32.4 Warranty Conditions

Failure to comply with regulatory and installation standards may void warranty coverage.



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### 33. NETWORK CONNECTIVITY AND CYBERSECURITY

#### 33.1 Connectivity Requirements

Certain features of the Goods require network connectivity. The Buyer is responsible for providing and maintaining suitable internet connectivity.

#### 33.2 Firmware Updates

The Supplier may provide firmware updates to improve functionality or address security issues. Connected chargers may receive updates automatically.

#### 33.3 Security

The Buyer shall not attempt to circumvent security measures, reverse engineer firmware, or access systems without authorisation.

#### 33.4 Smart Charge Points

Smart charge points comply with the Electric Vehicles (Smart Charge Points) Regulations 2021 where applicable.

#### 33.5 No Guarantee

The Supplier does not guarantee uninterrupted network connectivity or availability of cloud services.

### 34. LAW AND JURISDICTION

#### 34.1 Governing Law

These Conditions are governed by English law.

#### 34.2 Jurisdiction

The English courts have exclusive jurisdiction, except that Consumers may bring proceedings in their country of residence.



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## PART B: ADDITIONAL PROVISIONS FOR CONSUMERS

This Part B applies only to Consumers as defined in clause 1.1. Where there is any conflict between Part A and Part B, Part B shall prevail for Consumers.

### 35. YOUR STATUTORY RIGHTS

#### 35.1 Consumer Rights Act 2015

As a Consumer, you have legal rights under the Consumer Rights Act 2015. These include the right to receive goods that are of satisfactory quality, fit for purpose, and as described.

#### 35.2 Remedies

If Goods do not conform to the Contract, you may be entitled to a repair, replacement, price reduction, or refund depending on the circumstances and timing.

#### 35.3 Short-Term Right to Reject

You have the right to reject Goods within 30 days of delivery if they do not conform to the Contract and receive a full refund.

#### 35.2 Remedies

If Goods do not conform to the Contract, you may be entitled to a repair, replacement, price reduction, or refund depending on the circumstances and timing.

#### 35.4 Repair or Replacement

After 30 days, we may offer to repair or replace faulty Goods. If repair or replacement is not possible or unsuccessful, you may be entitled to a price reduction or refund.

#### 35.5 Nothing Excluded

Nothing in these Conditions affects your statutory rights as a Consumer.



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## EV CHARGER WARRANTY

## 36. CANCELLATION AND RETURNS FOR CONSUMERS

### 36.1 Right to Cancel

You have the right to cancel your order within 14 days without giving any reason. The cancellation period expires 14 days from the day on which you acquire, or a third party other than the carrier indicated by you acquires, physical possession of the Goods.

### 36.2 How to Cancel

To exercise the right to cancel, you must inform us of your decision by a clear statement sent by post to: Graphic House, Unit 11 Totman Close, Brook Road Industrial Estate, Rayleigh, Essex SS6 7UZ, or by email to: [sales@hydraev.co.uk](mailto:sales@hydraev.co.uk).

### 36.3 Effects of Cancellation

If you cancel, we will reimburse all payments received from you, including delivery costs (except for supplementary costs if you chose a delivery option other than the least expensive standard delivery). Reimbursement will be made without undue delay and not later than 14 days after we receive the returned Goods or you supply evidence of having sent the Goods back.

### 36.4 Returning Goods

You must send back the Goods without undue delay and in any event not later than 14 days from the day on which you communicate cancellation. You will bear the direct cost of returning the Goods.

### 36.5 Condition of Returns

You are liable for any diminished value of the Goods resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the Goods.

### 36.6 Exceptions

The right to cancel does not apply to Goods that have been installed, Goods made to your specifications, or Goods that have been sealed for health protection or hygiene reasons and have been unsealed after delivery.



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## 37. DELIVERY FOR CONSUMERS

### 37.1 Delivery Timeframe

Unless otherwise agreed, we will deliver the Goods within 30 days of the date of the Contract.

### 37.2 Late Delivery

If we fail to deliver within the agreed timeframe and delivery is essential (or you told us before we accepted your order that it was essential), you may cancel the order and receive a full refund.

### 37.3 Non-Essential Delivery

If delivery is not essential, you may specify a new delivery date. If we fail to meet that date, you may cancel and receive a refund.

### 37.4 Risk

The Goods are at our risk until they are delivered to you.

## 38. COMPLAINTS AND DISPUTE RESOLUTION

### 38.1 Complaints

If you have a complaint about the Goods or our service, please contact us at [sales@hydraev.co.uk](mailto:sales@hydraev.co.uk) or call 01268 205 121.

### 38.2 Response

We will acknowledge your complaint within 5 Business Days and aim to resolve it within 14 Business Days.

### 38.3 Alternative Dispute Resolution

If we cannot resolve your complaint, you may be entitled to use alternative dispute resolution procedures. Details of approved ADR providers are available on request.





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# EV CHARGER WARRANTY

## 39. MANUFACTURER'S GUARANTEE

### 39.1 Guarantee

Goods are supplied with a manufacturer's guarantee as detailed in the product documentation. The guarantee operates in addition to, and does not affect, your statutory rights.

### 39.2 Guarantee Period

The standard guarantee period is 36 months from the date of delivery, unless otherwise stated.

### 39.3 What is Covered

The guarantee covers defects in materials and workmanship under normal use.

### 39.4 What is Not Covered

The guarantee does not cover damage caused by accident, misuse, improper installation, modification, neglect, or normal wear and tear.

### 39.5 Making a Claim

To make a guarantee claim, contact our support team via the designated support system with proof of purchase and details of the fault.



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# EV CHARGER WARRANTY

## Registered Office

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