TERMS AND CONDITIONS EVERYTHING WATER & ENERGY LTD (1Q26/27A)

DEFINITIONS

In these conditions 'the Company' shall mean Everything Water & Energy Ltd 'the purchaser' shall mean the person, firm or company to whom any quotation is addressed or with whom any contract is made and 'the goods' shall mean the goods and/or services agreed to be sold by the Company to the purchaser.

1. QUOTATION AND ACCEPTANCE OF ORDERS
    a. All quotations are given and all orders are accepted on these terms which shall apply to the exclusion of and shall override any other terms stipulated or referred to by the purchaser whether in its order or any other document, or in any negotiations or communication or course of dealing established between the Company and the purchaser;
    b. No modification or amendment of these terms or addition thereto shall be effective unless made in writing and signed by a director of the Company;
    c. The Company shall not later than 7 Days of its receipt of an Order sign and return the Order to the purchaser to signify its acceptance of the same. Terms of payment must be clearly stated in said Order. Any Order without agreed payment terms stated will not be accepted by the Company Any performance or partial performance by the Supplier of any of its obligations under the Supply Contract shall constitute acceptance of the Order and the Conditions.

2. DESCRIPTION OF AND STATEMENTS AS TO GOODS
    a. Save where the goods are stated to be sold as complying with a recognised trade or industry standard, all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company's catalogues, brochures, price lists, quotations and publicity materials are approximate only and the Company shall not be liable for their accuracy unless they are expressly incorporated into the contract in writing;
    b. These terms represent the entire agreement between the Company and the purchaser relating to the goods and such terms supersede and the purchaser shall not place any reliance upon any statements, recommendations and advice whether oral or in writing given (whether before or after the acceptance by the Company of the purchaser's order) by the Company, its servants or agents as to any matter relating to the goods save where such statement, recommendations or advice is given in writing and signed by a director of the Company in response to a specific written request from the purchaser before or at the time of the Company's acceptance of the order.

3. PRICES

    Prices quoted by the Company are those in effect at the date of quotation. Unless otherwise agreed in writing, the Company reserves the right to increase prices when it accepts the purchaser's order so as to reflect one or more of the following:
    a. any variation that may have occurred in the costs of labour, materials, suppliers' overheads and transport;
    b. any change in duty, tax, surcharge or levy of any kind whatsoever affecting the sale price of the goods;
    c. any cost to the Company resulting from delay by the purchaser in giving to the Company information sufficient to enable it to supply the goods or provide the services or resulting from any alteration made at the request of the purchaser in the

specification of the goods or in the place to which they are to be delivered or shipped;

d. any extra cost to the Company resulting from the goods being carried at the request of the purchaser by mode of transport more expensive than the Company's normal form of transport.

4. PAYMENT
    a. All agreed payment terms will be subject to agreed credit limits that have been set by the Company and agreed by the purchaser. No goods will be released to the purchaser should their charge create an excess to the credit limit agreed.
    b. The Company shall be entitled to charge interest on any part of the price which is not paid in accordance with clause (4) at the rate per annum of 8% above the Base Rate of Lloyds Banking Group from time to time;
    c. Time of payment is of the essence and if the purchaser defaults in punctual payment of the price the Company shall be entitled to terminate the contract and recover the goods at the purchaser's expense without prejudice to any further rights which the Company may have;
    d. Any default in payment of an invoice or an instalment payment on an invoice on the due date shall render the entire balance outstanding on all invoices from the Company to the purchaser immediately payable in full without demand being made notwithstanding any contrary provisions as to terms of payment in any one or all invoices;
    e. If the purchaser fails to give all instructions reasonably required by the Company and all necessary document, licences, consents and authorities for forwarding the goods or is unable to accept delivery of the goods at the time when the goods are due and ready for despatch or delivery or shall otherwise cause or request delay, the purchaser shall pay to the Company all costs and expenses, including storage and insurance charges incurred or arising from such delay during which, at the Company's absolute discretion if its storage facilities permit, the goods will be stored at the purchaser's sole risk. This provision shall be in addition to and not in substitution for any other payment or damages for which the purchaser may be liable in respect of his failure to take delivery at the appropriate date;
    f. The purchaser shall not be entitled to make any deduction from the price of goods which have been delivered to the purchaser in respect of any set off or counterclaim unless both the validity and the amount thereof have been expressly admitted in writing by the Company and such admission is signed by a director of the Company;
    g. In the absence of any specific appropriation by the purchaser, the Company shall have the right to appropriate any payment made by the purchaser towards the satisfaction of any invoice outstanding from time to time as the Company shall in its absolute discretion think fit.

5. DELIVERY
    a. Any time or date stated for delivery is given and intended as an estimate only and the Company shall not be liable for any loss or damage whatsoever resulting from any delay in delivery howsoever arising;
    b. Unless otherwise stated in writing delivery shall be deemed to take place upon the occurrence of the first in time of the following, namely:
        i. the physical delivery of the goods to the purchaser at the Company's works;
        ii. the physical delivery of the goods to the purchaser's carrier or agent for the purpose of transmission to the purchaser or his nominee;

iii. the physical delivery of the goods to the purchaser's place of business or such other place as he may direct by the Company, its carrier or agent, the purchaser being responsible for unloading.

c. Signature of the Company's delivery note by any employee, representative or agent of the purchaser shall be conclusive proof of delivery;
d. Where the contract provides for delivery by the Company, its carrier or agent:
    i. any claims for non-delivery must be made in writing to the Company within three days of receipt of invoice or advice note whichever is the earlier;
    ii. any claims in respect of goods damaged in transit or shortages in delivery must be made in writing to the Company within three days of delivery;
    iii. shortages in delivery shall not give rise to a right to reject the goods delivered;
    iv. The Company shall be entitled to make partial deliveries or deliveries by instalments and all the provisions of these terms shall apply to such deliveries.

6. PROPERTY AND RISK
    a. Risk in the goods shall pass to the purchaser at the time at which delivery takes place in accordance with clause 5 above and the purchaser shall be solely responsible for insuring the goods thereafter;
    b. The Company shall retain ownership of and title in the goods delivered until full payment has been made in respect of all such goods. Until such time the goods shall be:
        i. stored separately from other goods in the possession of the purchaser;
        ii. marked or otherwise rendered identifiable as being the property of the Company;
        iii. held by the purchaser as bailee of the Company;
        iv. held by the purchaser free from any charge, lien or other encumbrance.
    c. Provided the Company has not requested their return and notwithstanding that payment in full has not been made for all of the goods delivered, the purchaser as principal and not as agent for the Company shall be entitled to use the goods or offer for sale and sell them in the ordinary course of his business;
    d. Where the purchaser sells the goods prior to paying for them in full:
        i. the Company shall be legally and beneficially entitled to the proceeds of sale;
        ii. the purchaser shall hold the proceeds of sale on trust for the Company and shall not mingle them with other monies and shall not pay them into an overdrawn bank account;
        iii. he shall deposit the proceeds of sale in a separate bank account, the location and number of which he has previously notified to the Company, and he shall not be entitled to use or deal with the proceeds of sale until payment in full for the goods has been made to the Company.
    e. The Company shall have the right at any time by its servants or agents to enter the purchaser's premises where the goods are stored, or are though the Company to be stored, so as to:
        i. retake possession of the goods when the Company has requested their return and the purchaser has not immediately complied with the request, such retaking or return to be without prejudice to any other rights the Company may have arising therefrom;
        ii. inspect the storage of the Company's goods which have not been paid for in full;
        iii. investigate and ascertain whether all these terms are being complied with.

7. GUARANTEE AND LIABILITY
    a. The Company gives no guarantee in respect of goods not manufactured by it but shall use all reasonable endeavours to procure for the purchaser or assign to the purchaser the benefit of any guarantee obtained by it from the manufacturer or supplier thereof; however the Company shall not be required to commence litigation against such manufacturer or supplier or to incur any expense in connection with any such claim by the purchaser;
    b. The above guarantee is given in lieu of and to the exclusion of all other warranties, conditions, representations and undertakings express or implied by statute or otherwise in respect of the quality or fitness for purpose of the goods or as to their condition or performance or as to any other matter except where such warranty or condition is implied by statute and by reason of a statutory provision, cannot be excluded;
    c. Save as provided herein and save in any case where death or personal injury has been caused by the Company's negligence or any case where the Company is liable for a defect in the goods pursuant to Part 1 of the Consumer Protection Act 1987 or any statutory replacement thereof, the Company shall be under no liability whatsoever to the purchaser for any loss or damage whether direct, indirect or consequential arising out of any defect in, failure of or unsuitability for any purpose of the goods or any part thereof whether the same be due to any act, omission, breach of contract, negligence or wilful default in design, workmanship or materials or any other cause.

8. RETURN OF PRODUCT
    a. The Company, manufacturer or supplier at their sole discretion may agree for non-damaged products to be returned to them by the purchaser within 14 days of receipt by the purchaser;
    b. Accepted return of items will be subject to the purchaser requesting the Company and then accepting a quotation by signing an Order Return Confirmation (ORC) provided by the Company together with an approved Purchase Order from the purchaser that will cover restocking and shipping the items to the Company;
    c. Upon receipt by the Company of the ORC, the Company will provide by electronic format a printable label and instructions to the purchaser detailing how to arrange collection for returning the agreed items;
    d. Goods being returned must be within original shipping packaging to ensure safe transit;
    e. Once the Company has received full payment for the ORC, the Company will then issue a credit note for the sums returned against the sales invoice that was raised said products prior to an ORC being issued.

9. INDEMNITY AS TO INDUSTRIAL PROPERTY RIGHTS
    a. The purchaser shall indemnify the Company against all loss, damages, costs and expenses suffered or incurred by the Company or to which the Company may become liable as a result of any work carried out in accordance with the purchaser's specification(s) which involves infringement or alleged infringement of a patent, registered design or other industrial property right;
    b. If the purchaser uses or sells the goods in such a manner as to infringe any such rights the company shall not be responsible for such infringement and the purchaser agrees to indemnify the Company from and against all liability arising therefrom.

10. TERMINATION
    The Company shall have the right forthwith to cancel the purchaser's order if any of the

following events occur and subject to enforcement of the Company's rights to recover the goods and to receive payment of the price or damages, the contract shall be deemed to have terminated:

a. the purchaser commits any breach of its obligations to the Company;
b. any distress or execution is levied upon any property of the purchaser;
c. the purchaser makes or offers to make any arrangement or composition with creditors or commits any act of bankruptcy or insolvency;
d. any resolution is passed or petition presented to wind up the purchaser;
e. a receiver or administrator is appointed or any chargee takes possession of all or any part of the undertaking or assets of the purchaser;
f. the purchaser stops payment or ceases or threatens to cease to carry on its business or to pay its debts as and when they fall due;
g. any remittance for payment of the whole or any part of the purchase price of the goods is dishonoured by the purchaser's bankers.

11. ASSIGNMENT
    a. The purchaser shall not assign or transfer or purport to assign or transfer any contract to which these terms apply to any other person without the Company's prior written consent. The Company reserves the right to subcontract the performance of the contract or any part of it.

12. FORCE MAJEURE
    a. If the Company is prevented or delayed (directly or indirectly) from making delivery of the goods or any part thereof or from otherwise performing the contract or any part thereof by reason of war, embargo, riot, strike, lock-out, trade dispute, fire, breakdown of plant or machinery, inclement weather, interruption of transport, Government action, delay in delivery to the Company of any goods or materials, or by any cause whatsoever whether or not of a like nature to the aforegoing) outside its control, it shall be under no liability whatsoever to the purchaser and shall be entitled at its option either to cancel the contract or without any liability to extend the time or times for delivery by a period equivalent to that during which such delivery has been prevented.

13. ANTI SLAVERY AND HUMAN TRAFFICKING STATEMENT

This statement is intended to confirm and record Everything Water & Energy's strong stance against slavery and human trafficking. It has been approved by the Directors of Everything Water & Energy in August 2026.

OUR VALUES

Everything Water & Energy strives to maintain throughout its operations the highest standards of business ethics and is committed to legal compliance and ethical business practices in all of its operations worldwide.

COUNTERING THE RISK OF SLAVERY AND HUMAN TRAFFICKING

Everything Water & Energy recognises that modern slavery may exist to a greater or lesser extent in most, if not all, countries and in most industries. Everything Water & Energy nonetheless takes a zero-tolerance approach to slavery and human trafficking. We are not aware of, nor do we have any information to suggest that, any inappropriate labour conditions are present in our supply chains. We apply strict and consistent standards when dealing with suppliers around the world.

OUR ACTIONS

Everything Water & Energy ensures that all of our suppliers adopt the same high values as we do and have Compliance Policies in place. Under the provisions of the Policy our suppliers must adhere to the same high standards that Everything Water & Energy sets itself in relation to fair and ethical employment practices. This includes practices relating to wages, hours, overtime and benefits, and health, safety and the environment and those combating improper discrimination and child and forced labour. In accordance with our zero-tolerance approach to slavery and human trafficking, Everything Water & Energy will immediately investigate any report or allegation involving wrongdoing of this nature and take remedial actions as appropriate.

14. ANTI BRIBERY

The Company and its agents, sub-contractors, consultants or employees shall:

a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Bribery Laws);
b. not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010;
c. comply with the Customer's Anti-Bribery Policy available from the Company (as updated from time to time) and any relevant industry code related to Anti-Bribery (Bribery Policies);
d. any suspicion of Bribery should be communicated in confidence to Carrieann O'Connell;
e. shall have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and
f. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

15. PROPER LAW

a. The contract and these terms shall be governed by English law and the purchaser shall submit to the sole jurisdiction of the English Courts.