

Regulation No. HFEID225

Acceptance Conditions

1. Scope of Application

These Acceptance Conditions apply to all goods delivered by Hydroforce Engineering to the Customer. They govern the acceptance of goods produced or sourced by Hydroforce Engineering, regardless of whether such goods are shipped directly to the Customer or stored at Hydroforce Engineering's facilities or third-party warehouses in accordance with Hydroforce Engineering's instructions.

2. Acceptance Tests

Acceptance tests shall be carried out in accordance with Clause 6 of Orgalime General Conditions S 2012 General Conditions.

Unless otherwise agreed in writing and duly signed by both parties, acceptance tests shall be conducted at the location designated by Hydroforce Engineering during normal working hours.

If no specific technical requirements are defined in the contract, the tests shall be performed in accordance with Hydroforce Engineering's general practices applicable to the relevant industry sector.

3. Notification and Test Reports

If the Customer has expressly requested in writing to be present during acceptance testing, notification procedures shall be carried out in accordance with Clause 7 of Orgalime General Conditions S 2012 General Conditions.

If the Customer has not requested to be present during testing, acceptance of the goods shall be carried out without the physical presence of the Customer and in accordance with Hydroforce Engineering's internal procedures.

In such case, Hydroforce Engineering shall notify the Customer in writing when the goods are ready for shipment or have been delivered to the agreed location, in accordance with the applicable delivery terms. The Customer shall be provided with the relevant commercial documentation, including the invoice and packing list. A test report shall be made available to the Customer upon request, which is agreed upon in advance.

5. Inspection and Acceptance Period

The Customer shall inspect the goods without undue delay after delivery or notification of readiness for shipment, whichever occurs first.

Any claims relating to visible defects, defects that can be determined by testing, non-conformity, or shortage must be submitted in writing within 14 calendar days from the date of delivery or notification.

If the Customer fails to notify Hydroforce Engineering within this period, the goods shall be deemed accepted and in full conformity with the contract, and the Customer shall lose the right to make claims in respect of such defects.

No return of goods or claims for refund shall be accepted without prior written approval from Hydroforce Engineering.

6. Delivery and Transfer of Risk

Delivery terms and transfer of risk for the goods shall be governed by Clause 10 of the Orgalime General Conditions.

Delivery terms shall be agreed in writing between the parties in accordance with International Chamber of Commerce rules on Incoterms. Unless otherwise specified, the default delivery term shall be FCA Tallinn.

7. Precedence of Terms

These Acceptance Conditions shall prevail unless otherwise agreed in a separate written contract duly signed by both Hydroforce Engineering and the Customer.

8. Entry into Force and Validity

These Conditions shall enter into force on 25 November 2024 and shall remain valid for an indefinite period until they are revoked, replaced by new conditions, or amended.