

**1. Application of these Conditions**

- 1.1. These Conditions apply to and form part of the contract (**Contract**) between you (**Supplier**) and Energy Innovation Limited (**Customer**). They supersede any previously issued terms and conditions of purchase or supply.
- 1.2. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- 1.3. No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Customer.
- 1.4. Each order in writing by the Customer to the Supplier (**Order**) shall be an offer to purchase goods and/or services as described in the Order (**Deliverables**) subject to these Conditions.
- 1.5. Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order.
- 1.6. The Customer shall have the right to cancel the Order for the Deliverables or for any part of the Deliverables which have not yet been, in the case of goods, delivered to, and in the case of services, performed for, the Customer; subject to the Customer providing written notice of said cancellation to the Supplier.

**2. Price & Payment**

- 2.1. The price for the Deliverables shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is made (**Price**). No increase in the Price may be made after the Order is placed.
- 2.2. The Supplier shall invoice for the Price of the Deliverables following delivery and/or supply of the Deliverables. The Customer shall pay each undisputed and validly submitted invoice of the Supplier within 30 days of receipt.
- 2.3. If applicable, VAT shall be charged by the Supplier on its invoice and paid by the Customer at the applicable rate.

**3. Delivery & Performance**

- 3.1. The Deliverables shall be delivered and/or performed by the Supplier to and/or at such location and on such date(s) as specified in the Order.
- 3.2. The Deliverables shall be deemed to have been delivered and/or performed by the Supplier only, in the case of goods, on arrival at the specified location in the Order, and in the case of services, on completion of performance.
- 3.3. Time of delivery or performance (as the case may be) of the Deliverables is of the essence.
- 3.4. The Customer shall not have accepted, or be deemed to have accepted, the Deliverables until the Customer has notified the Supplier in writing that the Deliverables have been delivered or performed (as the case may be) in full compliance with the terms and conditions of the Contract.
- 3.5. The Customer shall be entitled to reject any Deliverables which are not in full compliance with the terms and conditions of the Contract. Any acceptance of defective, late or incomplete Deliverables or any payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including rejection.

- 3.6. Risk in any goods shall pass to the Customer on delivery.
- 3.7. Title in any goods shall pass to the Customer on payment.
- 3.8. The passing of title shall not prejudice any other of the Customer's rights and remedies, including rejection.

**4. Warranty & Compliance with Laws**

- 4.1. The Supplier warrants and represents that it has at the time the Order is made full, clear and unencumbered title to the Deliverables, and the full, clear and unencumbered right to sell and deliver them to or perform them for (as the case may be) the Customer; and shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Deliverables and shall enjoy quiet possession of them.
- 4.2. The Supplier warrants that the Deliverables shall:
  - 4.2.1. conform in all material respects to any sample, description or specification required by the Customer;
  - 4.2.2. be free from material defect in design, material or quality;
  - 4.2.3. comply with all applicable laws, standards and best industry practice;
  - 4.2.4. if goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
  - 4.2.5. if services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982;
  - 4.2.6. be fit for purpose and any purpose held out by the Supplier and/or as set out in the Order, or as otherwise required to meet the Customer's needs; and
  - 4.2.7. any media on which the results of the Services are supplied shall be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 4.3. The Supplier warrants that it understands the Customer's business and needs.
- 4.4. The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.
- 4.5. The Supplier warrants that it has, and shall, at all times comply with any and all laws, legislation and/or regulatory requirements in both the operation of its business and the provision of the Deliverables to the Customer; including but not limited to the: Bribery Act 2010; Modern Slavery Act 2015; Criminal Finances Act 2017; Data Protection Act 2018; General Data Protection Regulation, Regulation (EU) 2016/679.

**5. Liability & Indemnity**

- 5.1. Notwithstanding any other provision of the Conditions, the liability of the parties shall not be limited in any way in respect of: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.
- 5.2. The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with any action, demand or claim that use or possession of any intellectual property rights in the Deliverables, infringes the intellectual property rights of any third party.
- 5.3. The Supplier shall indemnify, and keep indemnified, the Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Customer as a result of or in connection with the Supplier's breach of any of the Supplier's obligations under its Contract with the Customer or these Conditions.

- 5.4. The Supplier shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom insuring the Deliverables and any of the Customer's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to the Customer, and insuring against all other risks that a prudent supplier should consider reasonable.
- 6. Intellectual Property Rights**
- 6.1. All specifications provided by the Customer and all intellectual property rights in the Deliverables made or performed in accordance with such specifications shall vest in and remain at all times the property of the Customer and such specifications may only be used by the Supplier as necessary to perform the Contract.
- 6.2. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such intellectual property rights, and the Supplier shall do all such things and sign all documents necessary to so vest all such intellectual property rights in the Customer, and to enable the Customer to defend and enforce such intellectual property rights, and the Supplier shall at the Customer's request waive or procure a waiver of any moral rights.
- 7. Confidentiality & Announcements**
- 7.1. Each party shall keep confidential all confidential information of the other party (including but not limited to any commercial, financial or technical information, information relating to the Deliverables, plans, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract) and shall only use the same as required to perform the Contract.
- 7.2. The provisions of this clause shall not apply to:
- 7.2.1. any information which was in the public domain at the date of the Contract;
- 7.2.2. if the other party has provided written consent to the other party to disclose its confidential information; and
- 7.2.3. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 7.3. As the case may be, the parties agree that the Customer is a controller and that the Supplier is a processor for the purposes of processing personal data pursuant to the Contract. The Supplier shall, and shall ensure any sub-processors and each of the Supplier personnel shall, at all times comply with all data protection laws in connection with the processing of personal data and the provision of the Deliverables and shall not by any act or omission cause the Customer (or any other person) to be in breach of any of the data protection laws. Nothing in the Contract relieves the Supplier of any responsibilities or liabilities under data protection laws.
- 7.4. The Supplier shall at all times implement and maintain appropriate technical and organisational measures to protect personal data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 8. General**
- 8.1. Any notice given by a party under these Conditions shall be in writing and sent to the other party's registered or business address and/or any email address as designated by the party for receipt of notices. Notices shall be validly served (i) if sent by first class post, on the second business day after posting (being any day other than a Saturday, Sunday or Bank Holiday in England & Wales), or (ii) if a party is willing to accept receipt of notices by email, on receipt of a delivery email from the designated address.
- 8.2. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
- 8.3. The Supplier shall at the request of the Customer, and at its own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.
- 8.4. The parties agree that the Contract and any documents entered into pursuant to it, including the Order, constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 8.5. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.
- 8.6. No variation of the Contract shall be valid or effective unless it is agreed in writing by the parties and refers to these Conditions.
- 8.7. The Supplier may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Customer's prior written consent.
- 8.8. No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 8.9. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf. The Supplier shall indemnify and keep indemnified the Customer against any and all liabilities howsoever arising in respect of any transfer of its employees to the Customer pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 8.10. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 8.11. No failure, delay or omission by the Customer in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 8.12. The Supplier shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 8.13. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales; and the parties irrevocably agree to the exclusive jurisdiction of the courts of England & Wales.