

## Global Energy Systems and Technology Limited

### TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

#### DEFINITIONS

In these Conditions, the following definitions apply:

**"Acceptance Tests"** shall mean the performance of any tests as agreed between the Seller and the Buyer which demonstrate that the Goods or Services fully meet the Specification;

**"Affiliate"** shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

**"Buyer"** shall mean Global Energy Systems and Technology Limited;

**"Contract"** shall mean the contract between the Buyer and the Seller for the supply of goods and/or services in accordance with these Conditions and the Order;

**"Deliverables"** shall mean all documents, products and materials developed by the Seller or its agents, contractors and employers as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programmes, data, specifications and reports;

**"Ecodesign"** means the most recent version of the Ecodesign for Energy-Related Products and Energy Information Regulations 2021 (as applicable in GB), as amended, that is in force in the law of England and Wales;

**"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced seller engaged in the manufacture and/or supply of goods similar to the Goods or in the supply of services similar to the Services under the same or similar circumstances as those applicable to this Contract, including in accordance with any codes of practice published by relevant trade associations;

**"Goods"** will be the goods (or any part of them) set out in the Order;

**"Intellectual Property Rights"** shall mean all patents, rights to inventions, utility models, copyright and related rights, trade mark, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

**"Order"** shall mean the Buyer's order for the supply of Goods and/or Services as set out in the Buyer's Purchase Order;

**"Price"** means the price of the Goods or Services as specified in the relevant Seller's quotation accepted in writing by the Buyer;

**"Seller"** shall be the person or company to whom the Order is addressed;

**"Seller's Team"** shall mean the Seller and, where applicable, any individual employed or engaged by the Seller and involved in the supply of the Goods and/or provision of the Services, and all other employees, consultants, agents and sub-contractors which the Seller engages in any way in relation to the supply of the Goods and the provision of the Services;

**"Services"** shall mean the services including without limitation any Deliverables to be provided by the Seller to the Buyer as set out in the Order which may include the supply of Goods as part of the Services ;

**"Services Commencement Date"** shall mean the date on which the Services are due to commence as specified in the Order or as otherwise agreed in writing by the parties;

**"Specification"** shall mean the description and/or specification and/or related plans and/or drawings for Goods and/or Services agreed in writing by the Buyer and the Seller;

**"Supplier Manual"** means the latest version of the Buyer's Supplier Manual;

**"Unbranded Goods"** means Goods supplied by the Seller without labelling, branding or other identifying marks for onwards sale by the Buyer using the Buyer's own branding.

#### 1. TERMS AND VARIATIONS

- a) The Buyer will be responsible for the payment of Goods and/or Services only if ordered on the Buyer's official Purchase Order Form.
- b) Unless stated otherwise on the Purchase Order these Conditions shall govern the Contract to the exclusion of any

terms and conditions, warranties or representations, written or oral, expressed or implied which the Seller may seek to impose.

- c) Any waiver or substitution or exception or modification or addition to the terms contained in the Order or these Conditions must, to be valid, be agreed in writing between the Buyer and the Seller.

## 2. DOCUMENTS

The Seller shall:

- a) clearly mark the outside of each consignment or package with the Seller's name and full details of the destination in accordance with the Order and include a Packing Note stating the contents thereof;
- b) on despatch of each consignment, send to the Buyer or its Affiliates at the delivery address, an Advice Note specifying the means of transport, the weight, number, volume and the point and date of dispatch;
- c) send to the Buyer a detailed priced invoice as soon as is reasonably practicable after the despatch of each consignment;
- d) state on every packing note, advice note, invoice or other document relating to the Order, the Order number and product code number (if any).

## 3. ACCEPTANCE

- a) Acceptance shall be subject to one of the following:

- i) delivery of any part of the Goods or the commencement of the Services ordered hereunder constitutes acceptance by the Seller of all the terms of the Order (including these Conditions) without reservation;
- ii) where Acceptance Tests are specified by the Buyer in the Specification or the Purchase Order, satisfactory completion of any relevant Acceptance Tests in accordance with the parameters of such Acceptance Tests and such Acceptance Tests:
  - shall be carried out (at the option of the Buyer) at either or both of the Seller's premises and the delivery location specified by the Buyer; and
  - shall be carried out by either the Seller and/or the Buyer (as specified by the Buyer).
- iii) where no Acceptance Tests are contained in the Specification or the Purchase Order, at the Buyer's option Acceptance may be provided by the Buyer when:
  - completion by the Buyer of inspection of the Goods, at the delivery location specified by the Buyer in any delivery instructions, to the Buyer's satisfaction; and
  - the satisfactory completion of such tests as the Buyer reasonably requests in order to demonstrate compliance of the Goods with any Specification and the Seller shall provide the Buyer with copies of all reports and documents produced in relation to the performance of the Acceptance Tests certified by the Seller to be a true copy.

- b) If Acceptance does not occur following the Acceptance process set out at clause 3(a), the Buyer shall be entitled formally to reject the Goods. If the Buyer does reject the Goods, the Seller shall forthwith rectify the rejected element of the Goods after which the Acceptance Tests shall be repeated until compliance with the Specification (or to the Buyer's satisfaction under Condition 3(a) is achieved. Unless agreed otherwise in writing with the Buyer, the time limit for rectification by the Seller and further Acceptance Tests shall be no more than six (6) weeks from the date of the first failed Acceptance Test. The Buyer shall not be responsible for any costs the Seller may incur in respect of any Acceptance Test or any rectification and further Acceptance Tests, and the Seller shall reimburse to the Buyer any costs or expenses incurred by the Buyer as a result of the holding of a further Acceptance Test or Tests.
- c) If re-performance of the Acceptance process under Condition 3(a) demonstrates that the Goods, or any parts of the Goods, are not compliant with the Specification, the Buyer shall have the right to accept the Goods subject to any rights and remedies available to the Buyer under the Contract including without limitation the right to claim an appropriate price reduction from the Seller which is fully representative of the non-conformance.
- d) The Buyer shall be allowed reasonable access to inspect the Goods or subject them to the Acceptance Tests prior to Acceptance and at no charge to the Buyer. The Seller shall remain fully responsible for the Goods despite any such inspection or Acceptance Tests which shall not reduce or otherwise affect the Seller's obligations under the Contract. The Buyer shall not use the Goods for its own commercial purposes prior to Acceptance except with the prior written consent of the Seller.

#### 4. QUALITY AND DESCRIPTION

The Seller shall ensure that the Goods and Services shall:

- a) conform with the general description stated in the Order;
- b) conform to the specifications stated in the relevant drawing;
- c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer, expressly or by implication, and in this respect the Buyer relies on the Seller's skill and judgment
- d) be free from defects in design, materials and workmanship
- e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- f) be of sound materials and workmanship
- g) correspond in all respects to the samples, patterns or any technical description of the Goods contained or referred to in the Order
- h) perform all functions and meet all standards specified in the Order.
- i) if there are any quality, performance and/or safety related reports, notices, alerts or other communications issued by the Seller or its suppliers or any regulatory or other body in relation to the Goods, the Seller shall promptly provide the Buyer with a copy of any such reports, notices, alerts or other communications.

#### 5. WARRANTY

- a) The Seller shall warrant that it will maintain an auditable quality assurance process and continuous improvement ethos for zero defects through the whole organisation and its supply-chain.
- b) The Seller shall warrant that during the applicable **Warranty Period** the Goods will:
  - i) conform in all respects to the drawings, specifications, Statements of Work, samples and other descriptions and requirements relating to the Goods that have been furnished, specified or approved by the Buyer;
  - ii) comply with all Government Requirements of the countries in which the Goods are to be sold;
  - iii) be merchantable;
  - iv) be free from defects in design to the extent furnished by the Seller, its Related Companies or their subcontractors, even if the design has been approved by the Buyer;
  - v) be free from defects in materials and workmanship; and
  - vi) be suitable for their intended use by the Buyer and the Buyer's customers, including the specified performance in the component, system, subsystem and vehicle location specified by the Buyer and the environment in which the Goods are or reasonably may be expected to perform.
- c) The Seller shall warrant that during the applicable Warranty Period begins on the date the Goods are delivered to the Buyer (or Affiliates or third party designated by the Buyer) and expires on the date that is the later of:
  - i) the period of 5 years from which the Goods are supplied to the Buyer; or
  - ii) the date on which any longer or broader Government Requirement covering the Goods ends.
- d) The Seller shall warrant that the services be provided in accordance with the Agreement and specification and executed with adequate care, skill and diligence by properly qualified and experienced persons, in accordance with all applicable laws, regulations and Good Industry Practice.
- e) The Seller shall pass on the Company the benefit of any additional warranties secured from the Seller's suppliers.

#### 6. DELIVERY

- a) The Goods shall be properly packed and secured in such a manner as to reach their destination in good condition and shall be delivered carriage paid by the Seller at, the place or places and in the manner specified in the Order, or as otherwise agreed in writing by the Buyer.
- b) Arrangements for payment and return of returnable wooden packing cases, skids, drums and other re-usable articles used for packing the Goods will be as specified in the Order or, if not set out in the Order, all such returns shall be at the Seller's cost.
- c) Delivery of the Goods shall be deemed complete on the Buyer's Purchasing department stamp and signature on the delivery note after completion of unloading of the Goods at the place specified for delivery in the Order.
- d) The Buyer reserves the right to check for shortages to delivered Goods and Services after delivery has been accepted and to notify the Seller within 10 working days of any discrepancies.

- e) Where a Specification has been provided by the Buyer, at the time of delivery the Seller shall provide a certificate of conformity signed by the Seller's authorised signatory of the Goods stating that the Goods comply with the Specification and other statutory, regulatory or other requirements that would be applicable in accordance with Good Industry Practice.
- f) The Seller shall provide upon delivery in a written format, the relevant information concerning the treatment, use and storage of such Goods where such information is not included on or in any packaging of the Goods.
- g) The Seller shall provide upon delivery in a written format, declarations detailing any UK REACH Candidate List of substances of very high concern (SVHCs) greater than 0.1% for all articles contained in the Goods. This list may be accessed at <https://www.hse.gov.uk/reach/candidate-list.htm>.

## **7. PASSING OF PROPERTY AND RISK TO BUYER**

- a) Title and risk in the Goods shall pass to the Buyer on completion of delivery without prejudice to any right of rejection which may accrue to the Buyer under these terms.
- b) Subject to conditions (e) and (f) below and to the Buyer's right to reject or return Goods, unless otherwise agreed in writing by a director on behalf of the Buyer, title to and risk of loss or damage to the Goods shall pass to the Buyer immediately following off-loading of the Goods at the point of delivery specified in the Order.
- c) The Seller shall be responsible for all delivery, transport and unloading costs incidental to the Contract and shall be liable to insure Goods to their full replacement value against all risks of damage or loss prior to completion of delivery.
- d) The Seller shall upon request provide such evidence of the insurance cover in respect of the Goods referred to in condition (c) above as the Company may reasonably require.
- e) Where Goods are retained by the Seller pending delivery instructions, title shall pass to the Buyer when Goods are ready for despatch but risk shall remain with the Seller until delivery in accordance with the Buyer's instructions.
- f) Part payments for Goods made in advance of delivery are part payments of the Price and title to materials procured or manufactured by the Seller towards performance of the Contract shall pass to the Buyer at the date of such payments up to the total amount thereof.

## **8. TIME FOR DELIVERY**

- a) The Seller shall deliver the Goods and/or Services in accordance with the instructions shown on the Purchase Order and any specified delivery date and time of delivery shall be of the essence of the Contract. The Buyer will be under no obligation to accept and/or pay for quantities of Goods and/or Services delivered late or in excess or in advance of the quantity, date or rate (as appropriate) stipulated by the Purchase Order or by the Buyers most recent written instructions.
- b) If any delivery is made which is not in all respects in accordance with the terms of sub-clause (a) above then, without prejudice to any other rights or remedies that it may have, the Buyer may, at its sole discretion, claim or deduct 5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% of the total price of the Goods.

## **9. SUPPLY OF SERVICES**

- a) The Seller shall from the Services Commencement Date set out in the Order and for the duration of the Contract provide the Services to the Buyer in accordance with these Conditions and the Order.
- b) The Seller shall meet all performance dates for the Services specified in the Order or notified to the Seller by the Buyer and the Seller acknowledges that time is of the essence in relation to any of those performance dates.
- c) The Buyer may amend an Order in whole or in part at any time before delivery or the Services Commencement Date by giving the Seller written notice.
- d) In providing the Services, the Seller shall:
  - i) co-operate with the Buyer in all matters relating to the Services, and comply with all instructions of the Buyer;
  - ii) perform the Services with the best care, skill and diligence in accordance with best practice in the Seller's industry, profession or trade;
  - iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Seller's obligations are fulfilled in accordance with these Conditions and the Order;
  - iv) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in any Specification, and that the Deliverables shall be fit for any purpose (within the meaning of the Supply of Goods

- and Services Act 1982) expressly or impliedly made known to the Seller by the Buyer;
- v) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - vi) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - vii) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; and observe all health and safety rules and regulations and any other security requirements that apply at any of the Buyer's premises or at any other location stipulated in the Order or as requested by the Buyer;
  - viii) hold all materials, equipment and tools, drawings, specifications and data supplied by Buyer to the Seller ("Buyer's Materials") in safe custody at its own risk, maintain Buyer's Materials in good condition until returned to Buyer, and not dispose or use Buyer's Materials other than in accordance with Buyer's written instructions or authorization.

## 10. LIABILITY

- a) The Seller is liable for all costs and expenses of non-conformity, quality, warranty, recalls, field service actions, infringement claims, factory delays and all other costs incurred by the Buyer and the Buyer's Customers related to the Quality, Functionality or Design of the Goods.
- b) If the Buyer or the Buyer's customer has agreed, as part of a Field Service Action negotiated with a Government, to provide an extended warranty, customer incentives to increase the Field Service Action completion rate, or to take other actions, the Seller's liability will also include the costs and expenses of these actions. The Buyer will consult with the Seller in the event of any such Field Service Action in order to assist in mitigating the costs and expenses involved.
- c) Except in respect of death or personal injury caused by the Buyer's negligence, the Buyer will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Buyer's employees or agents or otherwise) which arise out of or in connection with the Purchasing of the Goods and Services.

## 11. TERMINATION

- a) If the Seller commits a material breach of the Contract and fails, within ten days of the date of a notice sent by the Buyer to the Seller, to remedy such breach, the Buyer may, without prejudice to any other right or remedy, terminate the Contract forthwith by notice in writing to the Seller.
- b) If the Seller becomes bankrupt or has a receiving order or administration order made against it or makes an arrangement with or for the benefit of its creditors, or if the Seller has a receiver appointed over it or if an order is made or resolution passed for winding up the Seller's business (other than for the purpose of amalgamation or reconstruction) or if the Seller cannot otherwise pay its debts when they fall due then the Buyer shall have the right to cancel all the Order and terminate the Contract immediately by notice in writing without liability to the Seller and any goods, tooling, and materials loaned or supplied to the Seller in connection with any Order or the Seller's business in general, shall be returned to the Buyer immediately.
- c) The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller 28 days written notice whereupon all Services shall be discontinued and unless there has been a breach by the Seller of the Contract, the Buyer shall pay to the Seller a fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- d) The Seller must notify the Buyer in advance of at least 28 days if the Seller becomes aware that the circumstances in condition 11(b) might be realised.
- e) Termination of the Contract shall be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. In particular, conditions 5, 7, 10, 11, 12, 13, 15, 17, 18, 20, 22 and 23 will have effect for a period of 10 years after termination of the Agreements between the Buyer and the Seller.

## 12. REMEDIES

- a) Without prejudice to any other right or remedy that the Buyer may have, if any Goods are not supplied in accordance with any of the terms of the Contract, whether or not they have been accepted by the Buyer, the Buyer shall be entitled, at its sole choice, to:
- i) terminate the Contract with immediate effect by giving written notice to the Seller;
  - ii) reject the Goods (in whole or in part) whether or not title has passed and return them to the Seller at the Seller's risk and expense, on the basis that a full refund for the relevant Goods shall be paid forthwith by the Seller;
  - iii) refuse to accept any subsequent delivery of Goods which the Seller attempts to make without further liability to the Seller;
  - iv) require the Seller to repair the Goods or to supply replacement Goods in accordance with the Contract within 7 days;
  - v) recover from the Seller expenditure incurred by the Buyer in obtaining replacement goods;
  - vi) require the Seller to indemnify the Buyer for any additional costs, losses and/or expenses incurred by the Buyer arising from the Seller's failure to supply Goods in accordance with the Contract.
- b) If the Seller fails to perform the Services in accordance with the Contract the Buyer shall, without limiting its other rights or remedies, have one or more of the following rights:
- i) to terminate the Contract with immediate effect by giving written notice to the Seller;
  - ii) to refuse to accept any subsequent performance of the Services which the Seller attempts to make;
  - iii) to recover from the Seller any costs incurred by the Buyer in obtaining substitute services from a third party;
  - iv) where the Buyer has paid in advance for Services that have not been provided by the Seller to have such sums refunded by the Seller; and
  - v) require the Seller to indemnify the Buyer for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to perform the Services in accordance with the Contract.
- c) These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Seller.

## 13. INDEMNITY

- a) The Seller shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:
- i) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors; and
  - ii) any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors; and
  - iii) any claim made against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.
- b) For the duration of the Contract and for a period of 12 months thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- c) This Condition 13 shall survive termination of the Contract.

## 14. PRICE AND PAYMENT

- a) The price for the Goods shall be as shown on the Order and is fixed and firm, VAT exclusive but otherwise all inclusive of packaging, packing, shipping, carriage, insurance, unloading, unpacking and delivery of the Goods and any import or export clearances, duties or levies, unless otherwise agreed in writing by the Buyer. No extra charges shall be effective without the Buyer's written acceptance in advance.

- b) The price for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Seller in respect of the performance of the Services unless otherwise agreed in writing by the Buyer, the prices for the Services shall include every cost and expense of the Seller directly or indirectly incurred in connection with the performance of the Services.
- c) Unless otherwise agreed by the Buyer in writing or unless otherwise stated in the Order, payment of the price for the Goods shall be made by electronic transfer within 90 days of completion of delivery of the Goods, providing that the purchase order number is clearly stated on the invoice. Payment of the price for the Goods is subject to acceptance of the Goods at the delivery location stated in the Order and receipt by the Buyer of all documents, drawings and certification as set out in the Order. Invoices for the Goods may be raised by the Seller upon completion of delivery of the Goods.
- d) Unless otherwise agreed by the Buyer in writing or unless otherwise stated in the Order, in respect of the Services, the Seller shall invoice the Buyer on completion of the Services. Each invoice shall include the relevant purchase order number.
- e) Payment of the price for the Services shall be made by electronic transfer within 60 days of receipt by the Buyer of a correctly rendered invoice in accordance with clause 14(d).
- f) The Buyer may, without limiting its other rights or remedies, set off any amount owing to it by the Seller against any amount payable by the Buyer to the Seller under the Contract.

#### **15. CONFIDENTIALITY AND BUYER'S PROPERTY PROTECTION**

- a) All patterns, dies, drawings, specifications, technical information, artwork, moulds or other tooling supplied by the Buyer and all consigned materials provided by the Buyer without change to the Seller for the purpose of ("Buyer Materials") shall be and remain the property of the Buyer.
- b) The Seller shall maintain all Buyer Materials in good order and condition and insure them against all risks whilst in its custody and on termination of the Contract or as otherwise direct by the Buyer shall return them to the Buyer in good order and condition. Should the Seller fail to return Buyer Materials when requested to do so by the Buyer or return Buyer Materials in good order and condition the Buyer may, without prejudice to any other rights or remedies that it may have, either withhold payment of the Goods and/or Services until the Buyer Materials are so returned or withhold such part of the payment due as may be required to replace such Buyer Materials or to restore them to good order and condition.
- c) The Seller shall not use Buyer Materials, nor shall it authorise or knowingly permit them to be used by anyone else for, or in connection with, any purpose other than the supply of the Goods to the Buyer unless such use is expressly authorised by the Buyer, previously, and in writing.
- d) The Seller shall be bound by the Confidentiality and Non-Disclosure Terms laid out in the Non-Disclosure Agreement situated in the Supplier Manual.

#### **16. STATUTORY REQUIREMENTS**

- a) The Seller undertakes that the design, construction and quality of the Goods to be supplied under the Contract comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
- b) In performing its obligations under the Contract, the Seller and the Seller's Team shall:
  - i) Comply with all applicable laws, statutes, regulations from time to time in force including, whether as an employer or provider of goods, any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales; and
  - ii) Maintain, and comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties; and
  - iii) Comply with all applicable anti-slavery and human trafficking laws, statutes and regulation from time to time in force including the Modern Slavery Act 2015; and
  - iv) ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain; and
  - v) never supply products designed to be able to detect they are being Ecodesign tested (for example recognising the test conditions or test cycle), and to react specifically by automatically altering their performance during the test with the aim of reaching a more favourable level for any of the parameters in the technical

- documentation or included in any of the documentation provided; and
  - vi) ensure that the Ecodesign performance of a product shall not change as a result of rejecting a software update; and
  - vii) ensure that any software update/s must not have the effect of changing the product's performance in a way that makes it non-compliant with the Ecodesign requirements applicable for the Declaration of Conformity to place on the UK or European market.
- c) Any breach of this Condition 16 shall be considered a material breach for the purposes of Condition 11.

## **17. SUPPLY OF UNBRANDED GOODS**

- a) Where the Buyer purchases Unbranded Goods from the Seller, the Seller grants a perpetual, exclusive right to the Buyer and its Affiliates to sell the Unbranded Goods under the branding of the Buyer or its Affiliates within the territories set out in the corresponding Order.
- b) The Seller warrants that:
  - i) It has the right to grant the rights referred to in Condition 17 to the Buyer; and
  - ii) The Unbranded Goods purchased by the Buyer do not breach the Intellectual Property Rights of any third party.

## **18. INTELLECTUAL PROPERTY RIGHTS**

- a) In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under the Contract, including without limitation the Deliverables or any part of them, the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.
- b) The Buyer shall retain ownership and Intellectual Property rights to any specifications and materials it has provided to the Seller.
- c) The Seller assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.
- d) The Seller shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- e) The Seller shall, promptly at the Buyer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Buyer may from time to time require for the purpose of securing for the Buyer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 18 (b).

## **19. ASSIGNMENT AND SUB-CONTRACTING**

- a) The Seller shall not without the consent in writing of the Buyer assign or transfer the contract or any part of it to any other person.
- b) Should the Buyer provide the Seller with written consent pursuant to Condition 19(a) above, the Seller shall be directly responsible for all work done and goods and/or services supplied by sub-contractors and any breach of these Conditions by any sub-contractor shall be considered to be a breach by the Seller.
- c) If the Buyer consents to the use of a subcontractor by the Seller, the Seller will:
  - i) guarantee and will remain liable for the performance of all subcontracted obligations; and
  - ii) indemnify the Buyer for all damages and costs of any kind incurred by the Buyer or any third party and caused by acts and omissions of the Seller's subcontractors; and
  - iii) make all payments to its subcontractors. If the Seller fails to timely pay a sub-contractor for work performed, the Buyer will have the right, but no obligation, to pay the subcontractor and offset any amount due to the Seller by any amount paid to the subcontractor. The Seller will defend, indemnify and hold the Buyer harmless for all damages and costs of any kind, without limitation, incurred by the Buyer and caused by the Seller's failure to pay its subcontractor.
- d) The Seller shall not without the consent in writing of the Buyer sub-let the contract or any part thereof other than for



materials, minor details or for any part of the Goods of which the makers are named in the Order or the Specification, but this shall not prevent the Seller sub-letting part of the contract to any company which is a member of the group to which the Seller belongs (or a company with which the Seller is associated). Any such consent shall not relieve the Seller of any of his obligations under the contract.

- e) The Buyer reserves the right to assign the benefit of the Contract to any person or Company.

## 20. SUPPLIER MANUAL

- a) The Buyer will take all reasonable steps to ensure that the Seller has the most recent version of the Supplier Manual.
- b) The Buyer will make its best efforts to inform the Seller of changes to the Supplier Manual.
- c) The Seller will be responsible for checking the Buyer's website at least the first day of every month to ensure that they are working to the current version of the Supplier Manual.
- d) The Seller will adhere to the Supplier Manual completely, unless the Buyer has agreed otherwise with the Seller in writing. Such written permission may only be granted by the Purchasing Manager (UK) of the Buyer or a Director of the Buyer. Such written permission may be granted entirely at the discretion of the Buyer.
- e) Any discrepancies the Seller has with the Supplier Manual must be expressly and unambiguously communicated to the Buyer within 7 working days of receipt of the Supplier Manual or notification of any updates to the Supplier Manual. Failure to do so will be taken as the Seller's acceptance of all the terms of the Supplier Manual.

## 21. SELLER'S TEAM

- a) The Seller shall ensure that all individuals in the Seller's Team:
- i) are careful, skilled and experienced in the duties required of them in relation to the provision of any Services; and
- ii) are properly and sufficiently trained and instructed and have the relevant qualifications necessary to provide the Services; and
- iii) maintain throughout the provision of the Services all appropriate registrations with any relevant bodies (at the Seller's expense); and
- iv) where such individuals are to have access to the premises of the Buyer or its Affiliates, have successfully completed any vetting procedures which the Buyer would reasonably be expected to have performed in accordance with Good Industry Practice.
- b) The Seller shall be entirely responsible for the employment and conditions of the Seller's Team.
- c) The Seller shall use all reasonable endeavours to ensure the continuity of any member of the Seller's Team designated to provide the Services. Where any member of the Seller's Team is unable to provide the Services due to illness or injury, the Seller shall advise the Buyer of that fact as soon as reasonably practicable. The Buyer shall not be liable to pay any fee in respect of any period during which the Services are not provided.
- d) Where necessary, the Buyer shall grant reasonable access to the Seller and the Seller's Team to the Buyer's or Affiliates premises or other location described in the Order to enable the Seller to provide the Services.
- e) Any equipment belonging to the Buyer shall be used by the Seller in the provision of the Services at the Seller's risk and the Seller shall upon written request by the Buyer reimburse the Buyer for any loss or damage relating to such equipment or other items caused by the Seller or the Seller's Team (fair wear and tear exempted).

## 22. GENERAL

- a) The provisions of these Conditions shall apply to the Contract to the exclusion of all other written terms and conditions of the Seller, save for those set out in the Order which take precedence in the event of conflict with these Conditions, and nothing said or written in the course of negotiations or otherwise shall have contractual or other legal effect unless it is expressly incorporated in the Order or the documents which are annexed or referred to in the Order.
- b) All provisions of the Order and these Conditions are without prejudice to the Buyer's rights and remedies at law or otherwise.

## 23. GOVERNING LAW AND ARBITRATION

- a) The provisions of the Order and the rights of the parties hereto shall be governed and construed in all respects according to the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of



Global Energy Systems and Technology Ltd

Dock Road

Lytham

Lancashire

FY8 5AQ

Reg in England and Wales: 6705069

VAT 108730624

England and Wales in respect of any dispute or claim arising out of or in connection with the Contract, its subject matter or formation. Neither (a) the United Nations Convention on Contracts for the International Sale of Goods 1980, (b) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (c) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of, Buyer's Order.

- b) The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Buyer's Order, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English, and in accordance with the Rules of Arbitration of the International Chamber of Commerce, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Manchester, England, and shall be the exclusive forum for resolving the dispute, controversy, or claim.