

DATED

2024

(1) LONDONENERGY LTD

- and -

(2) SUPPLIER NAME

Terms and Conditions for the Supply of
Goods relating to

[GOODS DESCRIPTOR]

1 Definitions

- 1.1 "We", "Us" and "Our" means LONDONENERGY LTD, registered office – EcoPark, Advent Way, Edmonton, London N18 3AG (no. 2732548).
- 1.2 "You" and "Your" means the person, firm and/or company to whom the Purchase Order is addressed.
- 1.3 We and You together are the "Parties", and each a "Party".
- 1.4 "Agreed Purpose" means to review data in order to provide advice and carry out appropriate assessments.
- 1.5 "Authorised" means authorised by Our Purchasing Manager.
- 1.6 "Business Days" a day other than a Saturday or Sunday or public holiday in England and Wales.
- 1.7 "Contract" will, subject to clause 2.2, comprise (in order of precedence in case of any conflict between them): any Order Amendment(s), the Purchase Order, these general conditions of purchase and any special conditions, specifications and other document (or part document) We refer to on the Purchase Order.
- 1.8 "Goods" means any materials, articles and substances to be supplied by You under the Contract as more particularly described in the Purchase Order or any Order Amendment, as the case may be.
- 1.9 "Order Amendment" means each Authorised amendment to any Purchase Order, each such Order Amendment (where applicable) having precedence over any earlier Order Amendment.
- 1.10 "Our Goods" means any articles or things belonging to Us on which You may use when delivering the Goods and any materials, equipment and tools, drawings, specifications and data supplied by Us to You in connection with the provision of the Goods.
- 1.11 "Packaging" means any type of packaging including bags, cases, drums, pallets and other containers.
- 1.12 "PCR 2015" means the Public Contracts Regulations 2015.
- 1.13 "Price" has the meaning described in clause 3 below.
- 1.14 "Purchase Order" means Our Authorised purchase order having these general conditions of purchase on its reverse or referring to them therein.
- 1.15 "Purchasing Manager" means Our named employee notified to You in writing.
- 1.16 "Shared Personal Data" means the personal data to be shared between the parties under clause 20 of this agreement.

2 The Contract

- 2.1 You agree to sell and supply, and We agree to purchase the Goods in accordance with the Contract.
- 2.2 The Contract will not include any of Your terms and conditions relating to the supply of goods, notwithstanding reference to such terms and conditions in any document. Should the Contract be held to include Your terms and conditions then in the event of any conflict the Contract will prevail over Your terms and conditions.
- 2.3 The Contract shall come into existence on the earlier of:
 - 2.3.1 You issuing a written acceptance of the Purchase Order; and
 - 2.3.2 You doing any act consistent with fulfilling the Purchase Order.

3 Price

- 3.1 You will sell and supply Us the Goods for the Price as stated in the Contract.
- 3.2 The Price will include storage, packing, insurance, delivery, installation and commissioning (as applicable) but will exclude VAT.
- 3.3 No extra charges shall be effective unless agreed by Us in writing.

4 Amending a Purchase Order

- 4.1 We will have the right, at least 5 Business Days before delivery (unless a shorter notification period is expressly agreed between the Parties), to send You an Order Amendment adding to, deleting or modifying the Goods.
- 4.2 If an Order Amendment will cause a change to the Price or delivery date then You must suspend performance of the Contract and notify Us as soon as practicable, calculating the new Price at the same level of cost and profitability as the original Price. You must allow Us at least 10 Business Days to consider any new Price and delivery date. The Order Amendment will take effect only when Our Purchasing Manager accepts in writing the new Price and delivery date within the time (not less than 10 Business Days) You stipulate.
- 4.3 If Our Purchasing Manager fails to confirm an Order Amendment within the time You stipulated then performance of the Contract will immediately resume in accordance with the original Purchase Order, as if the Order Amendment had not been issued. This clause 4.3 shall not affect Our right to terminate the Contract in accordance with clause 20).

5 Quality and description

- 5.1 You undertake and warrant that the Goods will:
 - 5.1.1 conform in every material respect with the description and specifications as set out in the Contract;
 - 5.1.2 be capable of all standards of performance specified by You;

- 5.1.3 be fit for any purpose made known to You (even if by implication and in this respect We rely on Your skill and judgement);
- 5.1.4 be new (unless otherwise specified by Us on the Purchase Order) and be of sound materials and skilled and careful workmanship;
- 5.1.5 correspond to their description or any samples, patterns, drawings, plans and specifications You may have supplied or referred to in the Contract;
- 5.1.6 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- 5.1.7 be free from defects in design, material and workmanship and remain so for 12 months after delivery;
- 5.1.8 comply with applicable statutory and regulatory requirements, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- 5.1.9 be supplied with all due diligence skill and care to be expected of persons suitably qualified and experienced in their provision.

6 Progress and Inspection

- 6.1 You will (at Your cost) provide any programmes of manufacture and delivery that We may require. You will notify Us as soon as practicable if Your progress falls behind, or is at risk of falling behind, any of these programmes.
- 6.2 We will have the right to check progress and to inspect the Goods at Your premises (or the premises of any relevant sub-contractors or any other person associated with You), having notified You at least 2 Business Days before any intended inspection. If following such inspection We consider that the Goods do not comply with the Contract, We shall either:
 - 6.2.1 inform You of such non-compliance and require You to immediately undertake such remedial action as is necessary to ensure compliance; or
 - 6.2.2 shall reject the Goods that do not comply with the Contract.
- 6.3 Your agreement with any relevant sub-contractor or other relevant person will reserve such right for Us. Any inspection or approval, or failure to inspect or approve, will not relieve You from Your obligations under the Contract.
- 6.4 We may conduct further inspections and tests as We deem to be reasonably necessary to ensure compliance with the Contract following any such remedial actions referred to in clause 6.2.1 above.

7 Packaging

- 7.1 Unless otherwise stated in the Contract, all Packaging will be non-returnable. If the Contract states that Packaging is returnable, You must give Us full instructions before delivery and this must be clearly stated on the delivery note. You shall be

responsible for any and all costs of carriage and handling for the return of any Packaging.

- 7.2 We will not be liable for any Packaging lost or damaged in transit, unless caused by Our wilful damage or negligence.

8 Safety

8.1 You will observe all relevant legal requirements of the UK or EU and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods, the provision of data sheets for hazardous materials and all provisions relating to food. Hazardous goods must be clearly marked and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English and such goods must be accompanied by emergency information in English.

8.2 You will also observe all Our site safety procedures as set out in MSP057 Contractor Handbook.

9 Delivery

9.1 Subject to clause 17, all Goods will be delivered and supplied at the time(s) and the place(s) specified in the Contract. Where delivery times are specified for any Goods time will be of the essence. Where delivery times for any Goods have not been specified, You shall supply the Goods to Us during Our normal business hours - See Section 2.4 of MSP057 Contractor Handbook.

9.2 Any Goods will be properly labelled, packed, secured and despatched (at Your cost) to arrive in good condition.

9.3 You will give Us reasonable advance notice of the date and method of each delivery and supply, and comply with Our reasonable instructions relating to these arrangements. You will rectify or replace at Your cost any Goods or Our Goods damaged or lost in transit or damaged upon delivery.

9.4 Upon delivery of the Goods, You will supply all appropriate instructions and maintenance manuals with the Goods.

9.5 You shall, when delivering the goods:

9.5.1 adhere in every respect to the obligations imposed on You by current health and safety legislation;

9.5.2 comply with Our site rules or other regulations at those premises;

9.5.3 ensure that at all times You have and maintain all the licences, permissions, authorisations, consents and permits You need to carry out Your obligations under the Contract; and

9.5.4 keep Our premises, where the Goods are delivered, free and clear of all debris and waste.

9.6 Unless required under the Purchase Order or any Order Amendment(s), You shall not deliver the Goods in instalments without Our prior written consent. Where it is agreed that the Goods are to be delivered by instalments, these may be invoiced and paid for separately.

10 Late Delivery

10.1 If You or Your carrier or any subcontractor engaged by You fail to deliver any Goods to Us within 2 Business Days of the intended delivery date, then We may deduct from the Price any resulting reasonable additional costs to Us including but not limited to the costs of storage or transport.

10.2 If the Goods or any part of them are not delivered to Us at the place specified by Us within 2 Business Days of the date(s) specified then We may cancel any undelivered balance of the Goods. We may also return for full credit, and at Your cost, any other Goods that We believe can no longer be used as originally contemplated by Us owing to this cancellation.

10.3 Any option exercised by Us pursuant to this clause 10 shall not affect any other rights We may have.

11 Property and Risk

11.1 You will bear all risks of loss or damage to the Goods until they have been delivered to Us at the location specified in the Contract and You will insure them accordingly.

11.2 Ownership of the Goods will pass to Us:

11.2.1 when the Goods have been delivered to Us; or

11.2.2 if earlier, when they have been paid for in full; or

11.2.3 if We make any advance or stage payment, at the time such payment is made (in which case You must mark the Goods as Our property).

11.3 The effect of this clause is without prejudice to any rights of rejection, termination or cancellation We may have.

12 Acceptance and Rejection

12.1 We will have the right to reject any Goods (in whole or in part) within a reasonable time of delivery if they do not conform with the requirements of the Contract. It is agreed that We may exercise Our right of rejection notwithstanding any provision of the Sale of Goods Act 1979 (as amended).

12.2 We will give You a reasonable opportunity to replace the Goods with new Goods that conform with the Contract at Your risk and expense, after which time, We will be entitled to cancel the Contract and purchase the Goods elsewhere, or have the rejected Goods repaired by a third party at Your cost and expense. In the event of any such cancellation You will promptly repay to Us any payment made pursuant to the Contract without any retention or set-off whatsoever. Such cancellation is without prejudice to any other rights We may have.

- 12.3 If You deliver less or more than the quantity of Goods ordered, We may reject the Goods.
- 12.4 You must collect all rejected Goods within a reasonable time of rejection or We will return them to You at Your risk and expense.

13 Payment

- 13.1 Unless We expressly state otherwise in the Contract We will pay You within 30 days of receipt of a correctly rendered invoice. Your invoice must be addressed to the department indicated on the Purchase Order and it must quote the full Purchase Order number. VAT, where applicable, will be shown separately on all invoices as a strictly nett extra charge. All invoices and payments must be in pounds sterling. We will not be held responsible for delays in payment caused by Your failure to comply with Our invoicing instructions.
- 13.2 If We fail to pay You in line with clause 13.1 We will, upon Your written request for payment, pay interest to You on such amount at the rate of 3% above the Barclays Bank base rate, calculated on a daily basis, from the date of receipt of Your written request to the actual date of payment. This clause will not apply to any invoice which We are disputing as being correct. Where a payment is disputed, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the day after the dispute is resolved until payment is made by Us.

14 Your Warranty

- 14.1 It is expressly agreed that:
- 14.1.1 You will promptly make good (at no cost to Us) any defect in the Goods that We discover under proper usage during the first of 12 months of actual use or 18 months from the date of delivery or supply to Us, whichever period ends first. Such defects may arise from Your faulty design, Your erroneous instructions as to use, inadequate or faulty materials, poor workmanship or any other breach of Your obligations whether under the Contract or at law;
- 14.1.2 repairs or replacements will be covered by the above warranty but for a period of 12 months from their delivery or supply to Us; and
- 14.1.3 You will ensure that compatible spares are available to facilitate repairs (where applicable) at a reasonable price for a period of at least 5 years from the date of delivery of the Goods.

Indemnity

- 14.2 You will indemnify Us against all loss, actions, costs, claims, demands, expenses and liabilities including (without limitation) liabilities to other persons and whether:
- 14.2.1 in respect of personal injury to or death of any person;
- 14.2.2 in respect of any loss or destruction of or damage to property;
- 14.2.3 in respect of the presence of You, Your employees or agents on Our premises; or

14.2.4 in any other respect directly or indirectly arising out of the breach or negligent performance by You or failure of performance by You of the Contract.

15 Insurance

15.1 You will have in force and maintain during the period of the Contract and for a period of and for a term of not less than six years thereafter:

15.1.1 any minimum insurance requirement of UK or EU legislation;

15.1.2 public liability insurance in respect of Your performance of the Contract covering: loss or damage to Our property, or the property of other persons; and injury or death of any persons, and such other liabilities as are usually covered by such insurance, in the sum of at least £10 million per event;

15.1.3 insurance of the Goods during manufacture, and of Our Goods or property whilst in Your possession, and transport of the same between Our premises and Your premises, in a sum of at least their full replacement value; and

15.1.4 product liability insurance in respect of any liability in the sum of at least £5 million per event.

15.2 You will procure that such insurance will extend to indemnify Us as principal.

15.3 All relevant sums received under the required insurance will be applied in, or towards, satisfaction of any claims against You or replacement of the Goods or Our Goods or Our property or Your property as the case may be.

15.4 You will comply with the terms and conditions of any insurance taken out by You and will bear the cost of all exclusions and limitations under such insurance.

15.5 You will supply to Us a copy of all relevant insurance policies and evidence that the policies are in force, and the premiums have been paid, when We require it.

15.6 If You fail to comply with Your above insurance obligations We may take out such insurance and You will forthwith reimburse such costs to Us.

16 Recovery of Sums Due

Whenever under the Contract any sums of money will be recoverable from or payable by You, they may be deducted from any sums then due, or which at any later time may become due, to You under the Contract or under any other contract You may have with Us.

17 Matters Beyond Control

17.1 If either Party is delayed or prevented from performing its obligations under the Contract by circumstances beyond the reasonable control of that Party including, without limitation, any form of government intervention, strikes and lockouts relevant to the Purchase Order, such performance will be suspended, and if it cannot be completed within a reasonable time after the due date in the Purchase

Order, then the Contract may be ended forthwith by written notice given by either Party.

- 17.2 We will pay to You such sum as may be fair and reasonable in the circumstances in respect of any Goods delivered by You under the Contract prior to the cancellation of the Contract which may arise pursuant to clause 17.1, but only in respect of delivered Goods which are of benefit to Us as originally contemplated in the Contract.

18 Use of Information

- 18.1 Any information derived from Our premises, documents or otherwise communicated to You in connection with the Contract will be kept secret and confidential and will not, without prior written consent of Our Purchasing Manager, be disclosed to any third party.
- 18.2 You shall not be entitled to use any such information except for the purpose of implementing the Contract.

19 Intellectual Property Rights

- 19.1 All plans, drawings and designs supplied by Us or at Our request to You for the purpose of the Contract and all intellectual property rights therein will remain Our property and will be treated by You as confidential in accordance with clause 18.1. All plans, drawings and designs prepared or obtained by You from Us or Our agents for the purposes of the Contract and all intellectual property rights therein will be used by You only for the purposes of the Contract and will be delivered up to Us upon completion or termination of the Contract.
- 19.2 You warrant that neither the Goods, nor Our use of them, will infringe any patent registered design trade mark copyright or other protected right and undertake to indemnify Us against all actions, costs, claims, demands, expenses and liabilities arising from or incurred by reason of any infringement or alleged infringement of any such right.
- 19.3 You will grant to Us a perpetual, royalty-free, world-wide, irrevocable licence to use, and sub-licence others to use, all intellectual property rights owned and used by or developed by You, Your employees and agents in manufacture and supply of the Goods or other performance of the Contract for the purpose of operating, using, modifying, maintaining or repairing the Goods or connecting, integrating or incorporating them into other goods and equipment and We will be entitled to assign such licence to others.

20 Data Sharing

- 20.1 Each Party shall:
- 20.1.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of Shared Personal Data to the other Party for the Agreed Purposes;
 - 20.1.2 give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This

includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to either Party, their successors or assignees;

- 20.1.3 process the Shared Personal Data only for the Agreed Purpose;
- 20.1.4 not share or disclose the Shared Personal Data to anyone other than the Parties which form this agreement, unless agreed otherwise in writing and signed by both Parties;
- 20.1.5 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, details of such measures being subject to review upon request by the other Party;
- 20.1.6 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

21 Ending the Contract

- 21.1 We may in writing, subject to giving You at least 10 Business Days' notice, end the Contract if:
 - 21.1.1 You default in performance of any of Your obligations under the Contract and, in the case of a default which is capable of remedy, We have given notice requiring the default to be remedied and the default is not remedied within 10 Business Days after the date of the notice to remedy;
 - 21.1.2 You have committed persistent breaches of the Contract, whether or not such breaches are of a similar nature;
 - 21.1.3 You are a company and:
 - (a) You pass an effective resolution for winding-up (otherwise than for the purpose of an amalgamation or reconstruction where the resulting entity assumes all of Your obligations under the Contract); or
 - (b) a court makes a binding order to that effect;
 - 21.1.4 You are a partnership and You will be dissolved; or (being an individual) will commit any act of bankruptcy or will die; or if You (whether a company or not) will cease to carry on business or substantially the whole of Your business, or if a liquidator, receiver, administrator, trustee, manager or

similar officer is appointed over any of Your assets or any similar step is taken in connection with Your insolvency, bankruptcy or dissolutions;

21.1.5 the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of PCR 2015;

21.1.6 You were, at the time of contract award, in one of the situations referred to in regulation 57(1) of PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the relevant procurement process; or

21.1.7 the Contract should not have been awarded to You in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive (as such terms are defined in the PCR 2015) that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of Treaty on the Functioning of the European Union.

21.2 If the Contract is terminated pursuant to clause 21.1:

21.2.1 it will be in respect of the Goods undelivered as at the termination date and, if We so require, in respect of Goods already delivered, or any of them; and

21.2.2 We will (without prejudice to any other claim for damages We may have) be entitled to recover from You:

- (a) any additional expenditure which may be incurred by Us in obtaining replacement Goods;
- (b) if the Contract is ended in respect of Goods already delivered, and at Our option, all sums paid for such Goods, in which case they will be returned to You at Your risk and cost; and
- (c) any amount which We may have paid in advance in respect of the Goods not delivered by You as at the termination date.

21.3 In addition to any rights We may have under the Contract or at law We will be entitled to end the Contract for any other reason whatsoever, by giving You at least 20 Business Days' written notice and to refuse to accept any further Goods not delivered and accepted at the date of such notice provided that (and without double counting):

21.3.1 We will pay to You the Price of Goods already delivered and accepted by Us and not already paid for;

21.3.2 You will, if We require, complete all Goods partially manufactured at the date of any notice and We will pay the Price (or a fair and reasonable proportion thereof) of all such Goods as are accepted by Us;

21.3.3 You will be entitled to require Us to take and pay for any raw materials reasonable purchased by You specifically for the purpose and irrevocably allocated by You to the Contract, but not otherwise, provided that:

- (a) such material will be on delivery and examination in every way perfect and fit for use in the performance of the Contract;
- (b) such material cannot be used for any goods to be supplied in substitution for the cancelled Goods or for any other Goods which You are currently producing for Us; and
- (c) We will pay for such raw material the current market price for the same at the date of delivery to Us or the price contracted to be paid by You if the lesser.

21.4 The termination of the Contract under clauses 21.1 or 21.3 for any reason will:

21.4.1 subject to the other provisions of this clause 20 discharge the Parties from any liability for further performance of the Contract;

21.4.2 be without prejudice to any rights or liabilities which either Party has accrued prior to the termination date; and

21.4.3 not affect the coming into force or the continuation in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after it ended.

21.5 Upon termination of the Contract, You will return to Us all documents and materials (and all copies thereof) containing Our confidential information and certify in writing to Us that You have complied with this requirement.

21.6 Nothing in this clause 20 excludes or restricts any right which We would otherwise have under law to rescind or end the Contract or to treat Us as discharged from further performance of Our obligations under the Contract whether on grounds of misrepresentation, breach, frustration or otherwise.

22 Assignment and Sub-letting

The Contract will not be assigned by You nor sub-let as a whole. You will not assign or sub-let any part of the Contract without Our prior written consent. The restriction contained in this clause 22 will not apply to sub-contracts for materials for minor details or for any part of which the manufacturers are named in the Contract. You will be responsible for all work done and Goods supplied by all sub-contractors.

23 Waiver

A failure at any time to enforce any provision of the Contract will in no way affect the right at a later date to require complete performance of the Contract, nor will the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

24 Limit on liability

- 24.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees.
- 24.2 Subject to clause 24.1, Our maximum aggregate liability (for breach of contract or arising in tort or on any other basis whatsoever) shall be the Price of this Contract.
- 24.3 You do not limit Your liability for any claims under the indemnity set out in clause 14.2. Subject to this and clause 24.1, Your maximum aggregate liability (for breach of contract or arising in tort or on any other basis whatsoever) shall be two hundred percent of the Price of this Contract.

25 Severability

In the event that any term of this Contract is held to be invalid, unlawful or unenforceable such term shall be deemed to be omitted from this Contract and the remaining terms shall continue in full force and effect.

26 Rights of third parties

This Contract is intended to be for the benefit solely of the Parties and is not intended to and does not create or confer any right or benefit enforceable by any other person or third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

27 Notice

- 27.1 All notices and communications sent to Us under the Contract must be in writing and sent by first class mail and via e-mail to procurement@londonenergyltd.com. If posted they must be posted to the Legal & Procurement Team to the address shown on the Purchase Order (our Registered Office) and will be deemed to have been received by Us on the second Business Day following the date of posting. All notices and communications must be marked for the attention of the Procurement Manager.
- 27.2 All notices and communications sent to You under the Contract will be in writing and sent by first class mail /e-mail. If posted they must be posted to Your normal business or last known address and will be deemed to have been received by You on the second Business Day following the date of posting.

28 Amendment

No addition, alteration or substitution of these conditions will bind the Parties or form part of the Contract unless and until accepted in writing by Our Purchasing Manager and Your Purchasing Manager (as identified in the Purchase Order).

29 Law

- 29.1 This Contract and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law.

29.2 The Parties irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute:

29.2.1 arising from or in connection with this Contract; or

29.2.2 relating to any non-contractual obligations arising from or in connection with this Contract.

Signed on behalf of:

SUPPLIER NAME

Signed:

Name:

Position:

Date:

Signed on behalf of:

LondonEnergy Ltd

Signed:

Name:

Position:

Date: