

Standard Terms and Conditions of Purchase



1. INTERPRETATION

1.1. The following definitions and rules of interpretation apply in this Contract:

1.1.1 Definitions

Background IPR: Intellectual Property Rights developed, created or owned by that party prior to the commencement date of the Contract.

Confidential Information: any information which has been designated as confidential by either party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including any commercially sensitive information, information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the parties, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential.

Conflict Minerals: the ores and concentrates of tin, tantalum or tungsten, gold and metals containing or consisting of tin, tantalum, tungsten or gold as defined by the Conflict Minerals Rules.

Conflict Minerals Rules: any applicable law, regulation, policy, guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body relating to conflict minerals, as applicable to either party under the Contract, including the Conflict Minerals Regulation ((EU) 2017/821), the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, Section 1502 of the U.S Dodd Frank Wall Street Reform and Consumer Protection Act and any policy of Myenergi in respect of Conflict Minerals all as updated from time to time.

Contract: the contract between the Supplier and Myenergi for the sale and purchase of the Products in accordance with these Conditions and each Purchase Order and any Special Conditions.

Deliver: hand over of the Products to Myenergi at the Delivery Location on the Delivery Date specified in the Purchase Order, which shall include unloading and any other specific arrangements agreed in advance. "Delivered" and "Delivery" shall be construed accordingly.

Delivery Date: the date specified in the Purchase Order.

Delivery Location: the address for Delivery of Products as set out in the Purchase Order.

Despatch Date: the date the Products are despatched from the Supplier.

Group Company: in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

Incoterms: the Incoterms 2020, an internationally recognised set of trade term definitions developed by the International Chamber of Commerce (ICC).

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Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Latent Defect: any defect in the Products that exists at the time of Delivery and that cannot be detected during acceptance, which causes a Product or an item of or part of a Product to be improper to the use it was intended in accordance with the Specifications for either the Product or an item or part within the Product.

Myenergi: Myenergi Ltd, registered company number 10261262, and registered office Pioneer Business Park, Faraday Way, Stallingborough, Grimsby, DN41 8FF or any Group Company of Myenergi Ltd.

Order: Myenergi's order for the Products, as set out in the Purchase Order.

Order Number: the Purchase order number stated on the Purchase Order.

Price: The price of the Products, including unit price where applicable, as specified in the Purchase Order.

Products: the goods to be purchased (or any part of them) set out in the Purchase Order.

Purchase Order: Myenergi's Order for the Products, as set out in Myenergi's purchase order form.

Special Conditions: any special conditions set out in the Purchase Order.

Specification: the specification, drawings, samples, quantity, quality, design, functionality, performance, criteria, description, stipulation or other data supplied by Myenergi, or in information provided in respect of the Order of the Products set out in the Purchase Order or any other specification agreed in writing between the parties from time to time.

Supplier: the supplier of the Products under this Contract as set out in the Purchase Order.

Third Party IPR: any Intellectual Property Rights not owned by either party but used by a party in the course of the provision of the Products.

1.1.2 Interpretation

- a. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

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- b. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- c. A reference to writing or written excludes fax but not email.

2. BASIS OF CONTRACT

- 2.1 These Standard Terms and Conditions of Purchase (“**Conditions**”) shall apply to the Contract, to the exclusion of any other terms which the Supplier seeks to impose or incorporate or which are implied by law, trade custom, practice or course of dealing, and the Supplier waives any right which it otherwise might have to rely on such terms and conditions. All terms and conditions proposed by the Supplier that are different from or in addition to the Contract are expressly rejected by Myenergi. No purported oral agreement or other understanding that attempts in any way to modify the Contract will be binding upon Myenergi.
- 2.2 The Order constitutes an offer by Myenergi to purchase the Products in accordance with these Conditions. No Products will be accepted or paid for except against the Purchase Order.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
 - 2.3.1 the Supplier issuing a written acceptance of the Order;
 - 2.3.2 the Supplier accepting payment for the Products; or
 - 2.3.3 the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence. Such acceptance constitutes the Supplier’s unqualified acceptance of the Contract exclusively.
- 2.4 The Supplier must quote the Order Number on all relevant invoices and/or other correspondence.
- 2.5 Each Purchase Order shall contain details of the Products, required Despatch Date or Delivery Date and Price for the Products.
- 2.6 No liability will be accepted for Products Delivered in excess of the quantity ordered.
- 2.7 For the avoidance of doubt no variation of an Order will be recognised unless in writing and in accordance with the provisions of clause 20.4.
- 2.8 Any Prices or Delivery schedule to which Myenergi has not specifically agreed to in writing, or any other terms or conditions proposed by the Supplier inconsistent with or in addition to the Conditions herein, shall be void. Modifications or additions to these Conditions must be in writing and signed by Myenergi’s authorised representative. The Contract, together with all supplements, documents, exhibits, attachments, and any other agreements incorporated by reference therein, constitute the entire agreement between Myenergi and the Supplier (collectively “the parties” and singularly a “party”), and supersedes any prior or contemporaneous written or oral agreements pertaining thereto.
- 2.9 Any reference on the Purchase Order or otherwise to the Suppliers quotation or other similar document will not be deemed to acceptance of any term, condition or instruction



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therein, nor will it be deemed to imply that any terms, conditions or warranties endorsed upon, delivered with, referred to or stipulated or contained in such quotation or other similar document will have effect to the exclusion or amendment of these Conditions. Any such reference is solely to incorporate the description or specifications of the Products to be supplied by the Supplier, and only then to the extent that such description or specifications are not in conflict with the Specifications on the face of the Purchase Order.

3. PRICE AND PAYMENT

3.1 The Price:

- 3.1.1 excludes amounts in respect of value added tax (VAT) or any equivalent tax chargeable in the UK or elsewhere, which Myenergi shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice;
- 3.1.2 includes the costs of packaging, insurance and carriage of the Products; and
- 3.1.3 includes all ancillary costs including the costs associated with any subcontracting arrangements

3.2 No extra charges and/or changes to Price shall be effective unless previously agreed in writing with Myenergi and subject to the provisions of clause 20.4. For the avoidance of doubt Myenergi will have no responsibility for any increased costs incurred by the Supplier in connection with any raw materials or subcontractors, unless such additional charges have been agreed in advance in writing by Myenergi.

3.3 The Supplier warrants that the Price provided to Myenergi is no less favourable than the price given by the Supplier to any other customer for the products (after consideration of all discounts, rebates and allowances). If the Supplier quotes a lower price to any other customer or accepts payment of a lower price from any other customer during the term of this Contract, the Supplier will reduce the Price of the Products to the same lower price (after consideration of all discounts, rebates and allowances) with respect to any quantity not yet Delivered under the Purchase Order.

3.4 If Myenergi is quoted a lower price for the same product by a seller other than the Supplier, and the Supplier, after reasonable notice by Myenergi does not wish to reduce the Price of the Products to the lower price, Myenergi may cancel the Purchase Order with immediate effect, with no further liability to the Supplier for any quantity of Products not yet Delivered under the Purchase Order.

3.5 The Supplier may invoice Myenergi the Price plus VAT at the prevailing rate (if applicable) on or at any time after Delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, Myenergi's Order Number, the Supplier's VAT registration number and any supporting documents that Myenergi may reasonably require.

3.6 Myenergi shall pay correctly rendered invoices within 90 days of receipt of the invoice, unless otherwise agreed between the parties. Payment shall be made to the bank account nominated in writing by the Supplier.



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3.7 Myenergi may at any time, set off any liability of the Supplier to Myenergi against any liability of Myenergi to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Myenergi may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Myenergi of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise. For the avoidance of doubt all amounts due under this Contract from the Supplier to Myenergi shall be paid in full without any set off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

4. DESPATCH REQUIREMENTS

- 4.1 Unless otherwise agreed in writing Myenergi is not obliged to accept the Delivery of any Products otherwise than on the due Delivery Date.
- 4.2 The Supplier will Deliver the Products DAP to Myenergi, Pioneer Business Park, Faraday way, Stallingborough, Grimsby, DN41 8FF in accordance with the Incoterms or their designated freight forwarder if alternative Incoterms are agreed or to such other place of Delivery as is notified by Myenergi to the Supplier in writing. The Supplier will arrange for the carriage of the Products to the place of Delivery.
- 4.3 The Delivery Date, Despatch Date and any other time or period for despatch, Delivery or completion shall be of the essence. Any variation from the required Despatch Date and/or the Delivery Date shall be advised by the Supplier to Myenergi immediately it becomes known.
- 4.4 Failure to meet the specified Delivery Date will entitle Myenergi to make alternative arrangements at its discretion. Additional costs resulting from the revised method will be at the cost of the Supplier.
- 4.5 Myenergi shall be entitled to cancel the Order or any part thereof at no cost and/or claim reimbursement for all losses and expenses suffered in the event that:
 - 4.5.1 the Supplier fails to Deliver the Product in accordance with the terms of the Purchase Order and in accordance with clause 5 of these Conditions,
 - 4.5.2 the Supplier, in the opinion of Myenergi, fails to make progress with the Order so as to jeopardise the possibility of the Supplier fulfilling the Order in the relevant timescale.
- 4.6 The Supplier agrees to supply to Myenergi (on request) any and all necessary declarations and documents relating to the Products.
- 4.7 The Supplier shall ensure that:
 - 4.7.1 the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition and in a manner which is consistent with industry standard;
 - 4.7.2 each Delivery of the Products is accompanied by a delivery note which shows the date of the Order, the Order Number, the type and quantity of the Products (including the code number of the Products, where applicable),

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special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be Delivered; and

- 4.7.3 if the Supplier requires Myenergi to return any packaging material to the Supplier, the Supplier must ensure that fact is clearly stated. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.8 The Supplier shall not Deliver the Products in instalments without Myenergi's prior written consent. Where it is agreed that the Products are to be Delivered by instalments, at Myenergi's request they shall be invoiced and paid for separately.
- 5. **COMPLIANCE, QUALITY ASSURANCE, HEALTH, SAFETY, ENVIRONMENTAL AND INSPECTION REQUIREMENTS**
 - 5.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
 - 5.2 The Supplier shall ensure that all Products supplied conform to the Specification.
 - 5.3 Unless specifically agreed otherwise all materials to be supplied shall be new and authentic.
 - 5.4 Myenergi relies upon the expertise of the Supplier in the selection, manufacture and integration of the Products. The Supplier shall ensure that the Products shall:
 - 5.4.1 correspond with their description and any applicable Specification;
 - 5.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Myenergi expressly or by implication, and in this respect Myenergi relies on the Supplier's skill and judgement;
 - 5.4.3 where they are manufactured Products, be free from defects in design, material and workmanship and remain so for 60 months after Delivery; and
 - 5.4.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and Delivery of the Products.
 - 5.5 The Supplier shall ensure that its quality system shall comply with the quality standards reasonably requested by Myenergi from time to time. The minimum quality requirement for suppliers of Products to Myenergi shall be a Quality Management System (**QMS**) meeting the requirements of ISO9001, unless agreed otherwise.
 - 5.6 Any drawings and samples supplied must, when called for, be returned in good condition, carriage paid. Drawings supplied are secret and confidential, must be kept at the Supplier's own location, distribution limited only to employees of the Supplier on a strictly need to know basis and used only for the purpose of the Order and must not be copied or communicated to any other party. For the avoidance of doubt the provisions of clause 19 apply to any drawings or samples provided by Myenergi to the Supplier.

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- 5.7 The Supplier will ensure that the Products comply with all relevant laws, regulations, orders, rules and codes of practice that may be in force in the United Kingdom and such other territories which Myenergi has informed the Supplier that the Products will be supplied from time to time.
- 5.8 A Certificate of Conformity or release documents shall be supplied with the Products if so specified by Myenergi or in the absence of any specific requirement in accordance with the Suppliers normal practices. The Certificate of Conformity shall stipulate that Product Specification and quality requirements are met as well as the quality conditions of the Supplier's certified Quality Management System, as applicable.
- 5.9 The Supplier declares, guarantees and indemnifies Myenergi that:
- 5.9.1 the Supplier will comply with the Conflict Minerals Rules, including any reporting requirements thereunder;
 - 5.9.2 promptly notify Myenergi if the Supplier receives notification of or otherwise becomes aware of the Supplier being the subject of any investigation by any governmental entity regarding Conflict Minerals; and
 - 5.9.3 the Supplier will implement and maintain corporate policies to ensure compliance with the Conflict Minerals Rules.
- 5.10 Upon reasonable notice, Myenergi shall be entitled to visit and inspect Supplier's facility sites and test the Products during normal business hours and Supplier shall co-operate to facilitate such visits.
- 5.11 Counterfeit Products - The Supplier warrants that counterfeit goods will not be knowingly supplied and additionally that the Supplier has sufficiently robust sourcing, supplier selection, risk assessment, risk mitigation and counterfeit detection processes to minimize the risk of furnishing Myenergi with counterfeit Products. Controls, unless otherwise agreed will include:
- 5.11.1 the adherence to the provisions of clause 5.3 above; and
 - 5.11.2 the Supplier only purchasing directly from Original Component Manufacturers (OCMs) or OCM authorised distributors or authorised aftermarket manufacturers.
- 5.12 If counterfeit Products or suspected counterfeit Products are furnished under any Purchase Order such Products shall be impounded. The Supplier shall promptly replace the Products with products acceptable to Myenergi and the Supplier will be liable for all costs relating to impoundment removal and replacement.
- 5.13 Traceability: Where stated as a requirement on the Purchase Order, the Supplier commits to obtain, and supply on request, evidence that supports continuous supply chain traceability back to the OCM or material manufacturer. This evidence shall be in the form of back-to-back Certificates of Conformity, stating matching date and/or lot codes, for each intermediate stage of the supply chain.
- 5.14 Reach: The Supplier declares, guarantees and indemnifies Myenergi that the raw materials, substrates, preparations, components and articles used in, or during, the

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manufacture of Products Delivered to Myenergi are not in breach of the Reach Regulation (EC) No 1907/2006.

- 5.15 The Supplier will inform Myenergi which components do and do not comply with the EU RoHS directive (Directive 2011/65/EU).
- 5.16 Electrostatic Sensitive Devices (**ESD**) – Any Products that are sold to Myenergi that are ESD must be packaged in appropriate protective barrier bags and appropriately marked up as ESD such that storage requirements can be effectively identified and adhered to.
- 5.17 First Article Inspection Reports (**FAIRs**) - Where stated as a requirement on the Purchase Order, the Supplier commits to supply FAIRs to Myenergi to the required relevant quality standard.
- 5.18 Myenergi may immediately terminate the Contract and any Order for any breach of this clause 5.

6. MYENERGI REMEDIES

- 6.1 If the Products are not Delivered on the Delivery Date, or do not comply with the undertakings set out in clause 5, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Products, Myenergi may exercise any one or more of the following rights and remedies:
 - 6.1.1 to work with the Supplier to arrange and agree an alternative Delivery Date;
 - 6.1.2 to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 6.1.3 to require the Supplier to repair or replace the rejected Products, or to provide a full refund of the Price of the rejected Products if paid;
 - 6.1.4 to refuse to accept any subsequent Delivery of the Products which the Supplier attempts to make;
 - 6.1.5 to recover from the Supplier any costs incurred by Myenergi in obtaining substitute Products from a third party;
 - 6.1.6 to claim damages for any other costs, loss or expenses incurred by Myenergi which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; or
 - 6.1.7 terminate the Contract.
- 6.2 These Conditions shall apply to any repaired or replacement Products supplied by the Supplier.
- 6.3 The Myenergi's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. DEFECTIVE PRODUCTS

- 7.1 All defective Products identified as such by Myenergi or its customers shall be retained by Myenergi in a designated store and made available for inspection by the



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Supplier for a period no longer than three months following advice of the defect to Supplier.

- 7.2 At the Supplier’s option and cost, defective Products will be returned to the Supplier by Myenergi. Myenergi shall provide information to the Supplier regarding reason for rejection and at Myenergi’s option the Supplier shall prepare a report detailing reasons for failure and corrective actions.
- 7.3 Supplier shall notify Myenergi and/or initiate Product recall as soon as practicable upon becoming aware that it may have supplied non-conforming Products to Myenergi.

8. LATENT DEFECTS IN PRODUCTS

- 8.1 Even if the warranty period under clauses 5 and 13 has expired, if Myenergi can show that an item of the Product is the subject of a Latent Defect, Myenergi may make a claim for such Latent Defect within three (3) years following detection of that Latent Defect. Myenergi shall inform the Supplier as soon as the Latent Defect is detected .
- 8.2 The Supplier shall propose to Myenergi, within two months from the notification of the Latent Defect, a list of corrective actions to remedy the defect, along with the associated implementation schedule, for agreement by Myenergi.
- 8.3 The Supplier shall at its own expense investigate any necessary changes and also modify any Product that is the subject of a Latent Defect, even if that Product has already passed acceptance. The full cost of modifying such Product shall be borne by the Supplier, including the consequential subsequent costs and including packing and transporting of the Product if any.

9. TITLE AND RISK

- 9.1 Title and risk in the Products shall remain with the Supplier until Delivery to Myenergi. Title will pass upon completion of Delivery to Myenergi. Any passing of title shall not prejudice Myenergi’s right to reject for non-conformity with Specification or any other rights that Myenergi may have under the Purchase Order or these Conditions.

10. MYENERGI MATERIALS

- 10.1 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by Myenergi to the Supplier (**Myenergi Materials**) and all rights in the Myenergi Materials are and shall remain the exclusive property of Myenergi.
- 10.2 The Myenergi Materials shall be used by the Supplier solely for its performance hereunder. The Supplier shall keep the Myenergi Materials in safe custody at its own risk, maintain them in good condition until returned to Myenergi and not dispose or use the same other than in accordance with Myenergi’s written instructions or authorisation. The Myenergi Materials shall be delivered, upon request, to a destination specified by Myenergi.

11. CUSTOMS DOCUMENTS

- 11.1 Where, applicable, for each Product purchased under these Conditions, the Supplier shall furnish Myenergi and any other person that Myenergi may specify with



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necessary export licenses and documents to facilitate export of Products and where applicable, recovery of VAT, Duty or other taxes. The Supplier further agrees to assist Myenergi's import of Products as reasonably requested by Myenergi. The Supplier shall indemnify Myenergi against any losses resulting from non-compliance.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.
- 12.2 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 12.3 The Supplier hereby assigns to Myenergi with full title guarantee by way of present and future assignment all its right, title and interest in any work or Intellectual Property Rights which may be performed by the Supplier hereunder.

13. WARRANTY

- 13.1 The Supplier warrants that the Products manufactured by the Supplier and Delivered to Myenergi hereunder will be of the best quality, material and workmanship and will comply with the Specification as set out in the Contract.
- 13.2 The duration of the warranty shall be 60 months. Without prejudice to the provisions of clause 13 the Supplier shall at its own risk and expense, and at Myenergi's option, replace or otherwise make good any fault detected in the Product during the warranty period.
- 13.3 Where insufficient time is available for the Supplier to rework or replace defective Products, Myenergi at its absolute discretion may (without prejudice to the provisions of clauses 7 and 8) proceed with rework/replacement. Without prejudice to the provisions of clauses 7 and 8, the Supplier will be liable for all costs incurred by Myenergi taking such action even if cost exceeds purchase price of the Products.
- 13.4 Myenergi's rights under these Conditions are in addition to the statutory conditions implied by the Sale of Goods Act 1979.

14. INDEMNITY

- 14.1 The Supplier shall indemnify Myenergi against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Myenergi as a result of or in connection with:

- 14.1.1 any claim made against Myenergi 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 Products, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

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- 14.1.2 any claim made against Myenergi by a third party for death, personal injury or damage to property arising out of or in connection with defects in Products, to the extent that the defects in the Products are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 14.1.3 any claim made against Myenergi by a third party arising out of or in connection with the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

14.2 This clause 14 shall survive termination of the Contract.

15. INSURANCE

15.1 During the term of the Contract and for a period of 6 years thereafter, the Supplier 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 Myenergi'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.

16. TERMINATION

16.1 Myenergi may terminate the Contract created under a Purchase Order in whole or in part at any time before Delivery of the Products with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Where Myenergi terminates this Contract in accordance with this clause 16.1 Myenergi shall not be required to pay the Price for the Order to the Supplier. Myenergi may at its sole discretion choose to pay the Supplier fair and reasonable compensation for any work in progress on the Order at the time of termination, and such compensation shall not include loss of anticipated profits or any indirect or consequential loss.

16.2 Without limiting its other rights or remedies, Myenergi may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:

16.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Supplier being notified in writing to do so;

16.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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- 16.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 16.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 16.2.5 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; and

where termination results from the Supplier's failure to comply with its obligations under this Contract, the Buyer shall have no liability to the Supplier in respect of termination.

- 16.3 Upon termination of the Contract, the Supplier shall immediately return all Myenergi Materials. If the Supplier fails to do so, then Myenergi may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17. DATA PROCESSING

- 17.1 In this clause:
 - 17.1.1 “Data Protection Legislation” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party under the Contract, including the DPA and/or the GDPR, and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
 - 17.1.2 “DPA” means the UK Data Protection Act 2018;
 - 17.1.3 “GDPR” means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended); and
 - 17.1.4 “Personal Data” means “personal data” (as defined in the Data Protection Legislation) that are processed under the Contract.

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- 17.2 Neither party shall breach the Data Protection Legislation, or do or omit to do anything that might cause the other party to be in breach of the Data Protection Legislation, during the term of the Contract.
- 17.3 Either party may, at any time on not less than 28 days written notice to the other party, revise this clause 17 by replacing it with any applicable standard Data Protection clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Conditions).

18. ANTI-BRIBERY AND MODERN SLAVERY COMPLIANCE

- 18.1 The Supplier shall:
 - 18.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
 - 18.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 18.1.3 notify Myenergi (in writing) if it becomes aware of any breach of clause 18.1.1 or clause 18.1.2, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract;
 - 18.1.4 immediately notify Myenergi (in writing) if a foreign public official becomes an officer or employee of the Installer or acquires a direct or indirect interest in the Supplier, and the Installer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract;
 - 18.1.5 if requested by Myenergi, to certify annually to Myenergi in writing signed by an officer of the Installer, compliance with this clause 18 by the Supplier. The Supplier shall provide such supporting evidence of compliance as Myenergi may reasonably request.
- 18.2 For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of this clause 18, a person associated with the Installer includes any agent, delegate or subcontractor of the Supplier.
- 18.3 The Supplier shall comply with the Modern Slavery Act 2015 and represents and warrants that:
 - 18.3.1 neither the Supplier nor any of its officers, employees;
 - a) has been convicted of any offence involving slavery and human trafficking; and
 - b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

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- 18.4 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 18.5 The Supplier undertakes not to purchase any products from producers using forced labour in their operations.
- 18.6 The Supplier shall notify Myenergi as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Conditions.

19. CONFIDENTIALITY

- 19.1 Each party undertakes that it shall not at time any during this Contract, and for a period of two years after termination of hereof, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 19.2.
- 19.2 Each party may disclose the other party's Confidential Information:
 - 19.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know that information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 19; and
 - 19.2.2 as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 19.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

20. GENERAL

- 20.1 **Force Majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if that delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party. In the event Myenergi's business is stopped, interrupted or restricted by riot, lock-out, strike, fire, explosion, act of God or any other cause beyond our control, Myenergi reserves the right to delay the Delivery Date and payment until the cause of the stoppage, interruption or restriction has ceased.
- 20.2 **Assignment and other dealings.**
 - 20.2.1 The Supplier shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Conditions or any Purchase Order without Myenergi's prior written consent.

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20.2.2 Myenergi may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under these Conditions.

20.2.3 Where Myenergi gives its prior written permission the Supplier shall still be responsible for the performance of the Purchase Order and any acts or omissions of the assignee or sub-contractor as if were its own.

20.3 Entire agreement.

20.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.3.2 Each party agrees that it shall have no remedies for any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20.4 Variation. No variation of these Conditions by the Supplier shall be effective unless it is agreed by Myenergi and the variation is in writing and signed by the parties (or their authorised representatives). Myenergi may vary these Conditions from time to time by updating the Conditions on the Myenergi website, such variation will be effective immediately. The Supplier’s continued acceptance of Orders by Myenergi following the variation of the Conditions will constitute the Supplier’s acceptance of the variation.

20.5 Record Retention. Records relating to Products supplied against any Purchase Order shall not be destroyed without prior approval from Myenergi. Upon request the Supplier shall grant right of access to records pertaining to Products supplied to Myenergi, and/or any regulatory body to allow Myenergi to comply with its regulatory and/or legal requirements.

20.6 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

20.6.1 waive that or any other right or remedy; or

20.6.2 prevent or restrict the further exercise of that or any other right or remedy.

20.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 20.7 shall not affect the validity and enforceability of the rest of the Contract.

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20.8 Notices.

20.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause 20.8, and shall be delivered:

- a) personally;
- b) sent by pre-paid first class post or other next working day delivery service;
- c) by commercial courier; or
- d) by email.

20.8.2 A notice or other communication shall be deemed to have been received:

- a) if delivered personally, when left at the address referred to in 18.9.1;
- b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the Business Day after posting;
- c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
- d) if sent by email, and, if no "out of office" auto-reply is received by the sender within one hour of transmission, the notice will be deemed to have been delivered on the same Business Day if transmitted prior to 5 pm on a Business Day.

20.8.3 The provisions of this clause 20.8 shall not apply to the service of any proceedings or other documents in any legal action.

20.9 **Third party rights.** No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

20.10 **Governing law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

20.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).