

**Terms & Conditions of Purchase Order**

**1. Basis of Contract.**

- (a) To the extent the Supplier and Purchaser has agreed to any other written terms and conditions to govern the legal framework between them in relation to the purchase of Goods, Services and/or any other item that is being acquired pursuant to the PO (the “**Alternative Terms & Conditions**”), those terms and conditions shall prevail over these Terms & Conditions. Notwithstanding anything to the contrary herein, in the event of any conflict between these Terms & Conditions and the Alternative Terms & Conditions, the Alternative Terms & Conditions shall prevail.
- (b) To the extent that there are no other Alternative Terms & Conditions, these Terms & Conditions set out the terms and conditions on which the Purchaser offers to purchase Goods and/or Services from the Supplier and are to be read together with the PO.
- (c) On the earlier of:
  - i. the Supplier confirming its acceptance of the PO; or
  - ii. any act by the Supplier consistent with supplying the Goods and/or performing the Services, the Supplier shall be deemed to have accepted the Contract.
- (d) Subject to Clause 1(a), these Terms & Conditions shall be the sole basis of the agreement between the parties in respect of the Goods and/or Services to the exclusion of any other terms and conditions, including any terms and conditions appearing in any document of the Supplier, or which may be implied by trade, custom or practice. These Terms & Conditions shall apply to both the supply of Goods and performance of Services, except where specified otherwise in the Contract.

**2. Goods and/or Services.**

The Supplier shall (in each case to the extent relevant):

- (a) ensure all Goods and/or Services:
  - i. conform with any descriptions, specifications, drawings or samples referenced in the

Contract or furnished by the Purchaser to the Supplier or vice versa (but in respect of the latter, only with the agreement of the Purchaser);

- ii. are of satisfactory quality and fit for any purpose held out or made known by the Supplier, and in this respect the Purchaser relies on the Supplier’s skill and judgment;
- iii. use best quality goods, materials, standards and techniques; and
- iv. are free from defects in design, material and workmanship and remain so after delivery;
- (b) hold and maintain any Licences required to carry out its obligations under the Contract;
- (c) comply with all applicable laws and regulations relating to its obligations under the Contract, including health and safety;
- (d) comply with any written policy and reasonable direction of the Purchaser;
- (e) perform the Services with best care, skill and diligence in accordance with best practice in the Supplier’s industry;
- (f) use personnel who are suitably skilled and experienced, and in sufficient number to ensure the Supplier’s obligations under the Contract are fulfilled;
- (g) not do, or omit to do, anything which may cause the Purchaser to lose any Licence upon which it relies for its business; and
- (h) provide all equipment, materials and such other items required to provide the Goods and/or Services.

**3. Delivery and Performance.**

- (a) The Supplier shall ensure (to the extent relevant):
  - i. all Goods are properly packed and secured;
  - ii. each delivery of Goods is accompanied by a delivery note in a form acceptable to the Purchaser; and
  - iii. delivery of the Goods is within normal hours of business at the address and on the date specified

- in the PO (or as otherwise directed by the Purchaser).
- (b) Times for delivery of the Goods and/or performance of the Services are of the essence and must be strictly adhered to by the Supplier. Where the Supplier becomes aware that delivery and/or performance will not occur by the time specified/directed, it must immediately notify the Purchaser.

#### 4. Inspection and Testing

- (a) To the extent relevant, the Purchaser may inspect and test the Goods, including their workmanship, materials or equipment, at any time before completion of their delivery (and acceptance by the Purchaser). The Supplier shall provide access to its facilities for the purposes of conducting such inspections and tests.
- (b) To the extent relevant, without prejudice to its other rights and remedies, if following inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's obligations under the Contract, the Purchaser may inform the Supplier and the Supplier shall immediately take remedial action as necessary to ensure compliance.
- (c) To the extent relevant, no inspection or test will relieve the Supplier of its obligations under the Contract.

#### 5. Purchaser Remedies.

- (a) If:
- i. the Purchaser is not satisfied, on reasonable grounds, with the standard of Goods and/or Services;
  - ii. the Supplier fails to deliver the Goods and/or perform the Services by the time specified in the PO (or, if a time is not specified, within a reasonable time); and/or
  - iii. if the Goods and/or Services do not conform with any of the requirements set out under the Contract,
- then, the Purchaser may, without prejudice to its other rights and remedies:

- i. purchase substitute goods and/or services from a third party and charge the Supplier for any costs incurred in obtaining such substitutes;
- ii. refuse to accept any attempted performance of the Services and/or delivery of the Goods;
- iii. reject the Goods and/or Services and in respect of the Goods, return or remove the rejected goods (in whole or part) at the Supplier's risk and expense (whether or not title has passed);
- iv. to the extent the Purchaser has paid for the Goods and/or Services in advance of them being delivered and/or performed, to have such sums advanced refunded by the Supplier; and/or,
- v. require the Supplier to repair or replace the rejected goods and/or services.

- (b) This Clause 5 shall apply to any substituted or remedial services and/or replacement goods supplied by the Supplier.
- (c) The Purchaser's rights under the Contract are in addition to its rights and remedies provided by law.

#### 6. Title and Risk

- (a) Risk in the Goods and/or Services, will pass to the Purchaser upon completion of delivery of the Goods and/or performance of the Services (and their acceptance by the Purchaser).
- (b) Title to the Goods and/or Services, will pass to the Purchaser upon the earlier of:
- i. payment for the Goods and/or Services; or
  - ii. delivery of the Goods and/or performance of the Services.

#### 7. Charges and Payment

- (a) The prices for the Goods and/or Services shall be as stated in the PO and shall be inclusive of all costs and expenses incurred by the Supplier in respect of the Contract, including without

limitation, any applicable packaging, insurance, taxes and charges and all costs of delivery, unless otherwise specified in the PO.

- (b) The Supplier shall invoice the Purchaser after completion of delivery of the Goods and/or performance of the Services (and, in each case, their acceptance by the Purchaser). The Supplier's invoice must show the PO number and be submitted in accordance with the payment terms referenced in the PO (or in their absence, to the address stated for the Purchaser in the PO).
- (c) All amounts payable by the Purchaser under the Contract are exclusive of applicable VAT. Where any taxable supply for VAT purposes is made by the Supplier to the Purchaser, the Purchaser shall, on receipt of a valid VAT invoice, pay to the Supplier such amounts in respect of VAT at the same time as payment is due for the supply of the Goods and/or Services.
- (d) Subject to the Goods and/or Services having been accepted by the Purchaser, the Purchaser shall pay the invoiced amounts to the bank account nominated by the Supplier, within 30 days of the date a correctly issued invoice is received.
- (e) The Purchaser may, without limiting its other rights and remedies, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier, whether or not either liability arises under the Contract.

## 8. Intellectual Property

- (a) In respect of the Goods and/or Service Goods, the Supplier warrants that it has full clear and unencumbered title, and that it has full and unrestricted rights to sell and transfer all such items to the Purchaser.
- (b) The Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, all Intellectual Property Rights in any Goods and Service Goods. The Supplier shall, at the request of the Purchaser, do (or procure) all such further acts to secure for the Purchaser the full benefit of the Contract, including all rights, title and interests in and to the Intellectual Property Rights assigned to the Purchaser herein.
- (c) Except as required by law, as provided below or as otherwise agreed, Supplier shall not acquire

any right to use the Purchaser's Intellectual Property (including, for the avoidance of doubt, any trade marks), without the express written consent of the Purchaser.

- (d) Supplier shall not use Purchaser's (or, if relevant, one of its affiliates') Intellectual Property, except with the express written consent of the Purchaser. In the event that the Purchaser consents to any use of its Intellectual Property, the Supplier agrees:
  - i. it shall use such Intellectual Property:
    - 1. on a limited, non-transferable, revocable basis;
    - 2. without modification;
    - 3. until the expiry of the period set by Purchaser or until such permission is revoked, whichever happens first; and
    - 4. for the purposes agreed with Purchaser;
  - ii. it shall obtain Purchaser's prior written approval of all items, documents and materials that incorporate or bear Purchaser's Intellectual Property;
  - iii. Purchaser may revoke its permission at any time with immediate effect by written notice by email;
  - iv. it acknowledges that Purchaser owns and will retain all rights, title and interest in the Intellectual Property;
  - v. it acknowledges that neither Purchaser nor any other person has made or makes any representation or warranty of any kind in relation to the Intellectual Property; and
  - vi. it shall indemnify Purchaser 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 professional costs and expenses) suffered or incurred by Purchaser or any of its affiliates arising out of or in connection with any breach of the above terms and / or the use of its Intellectual Property.

## 9. Indemnity.

The Supplier shall indemnify the Purchaser for all liabilities, loss, expenses or damage suffered or incurred by the Purchaser as a result of, or in connection with any breach of the Contract by the Supplier and any claim made by a third party against the Purchaser arising out of in connection with the supply of Goods and/or Services under the Contract.

## 10. Data Protection

Each of the parties agrees to comply with all relevant data protection legislation, as may be updated from time to time.

## 11. Compliance

- (a) In performing its obligations under the Contract, the Supplier shall:
  - i. comply with all applicable laws, statutes, regulations from time to time in force; and
  - ii. comply with the Lightsource BP Business Counterparty Code of Business Conduct and Ethics ("**Lightsource BP Code**") which is found at <https://www.lightsourcebp.com/code-of-business-conduct-and-ethics-for-counterparties/>. The Supplier agrees to adhere to the principles set out therein, including the principles relating to human rights and non-retaliation against anyone who speaks up in good-faith when conducting any activity in relation to the Lightsource BP Group. Any failure to comply with this paragraph by the Supplier may be deemed by the Purchaser to be a material breach of the Contract.

## 12. Insurance.

The Supplier shall obtain and maintain in force adequate insurance with a reputable insurer to cover all insurable risks and liabilities associated with the performance of the Contract.

## 13. Confidentiality.

- (a) The Supplier shall keep in strict confidence and not disclose any Confidential Information.
- (b) The Supplier shall only disclose Confidential Information to those of its Representatives who need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such Representatives comply with the obligations in this Clause 13 as though they were a party to the Contract. The Supplier may also disclose only such Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or court of competent jurisdiction.

## 14. Termination.

- (a) Subject to Clause 14(b), the Contract shall terminate automatically on completion of the supply of all the Goods and/or performance of the Services (and acceptance by the Purchaser).
- (b) Without prejudice to its other rights and remedies, the Purchaser may terminate the Contract at any time with immediate effect by giving written notice to the Supplier. The Purchaser's sole liability to the Supplier will be payment for any Goods delivered and/or Services performed (and, in each case, accepted by the Purchaser) as at the date of termination.
- (c) On termination, the Supplier shall immediately deliver to the Purchaser all Goods and/or Service Goods, whether or not then complete, and return any materials provided by the Purchaser.
- (d) This Clause 14 and Clauses 8, 9, 10, 13 and 15 shall survive expiry or termination of the Contract.

## 15. General

- (a) The Purchaser's total liability under, or in connection with, this Contract shall be limited to the total of the prices paid by the Purchaser under the Contract.
- (b) The Purchaser may at any time Deal with any of its rights or obligations under the Contract. The Supplier shall not Deal with any of its rights or obligations under the Contract without the prior written consent of the Purchaser.
- (c) Subject to Clause 1(a), the Supplier's acknowledgement of the PO shall constitute acceptance of these Terms & Conditions and shall create a legally binding contract between the Supplier and Purchaser.
- (d) 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, or if such 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 shall not affect the validity and enforceability of the rest of the Contract.
- (e) A waiver of any right or remedy under the Contract or law is only effective if in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay to exercise any right or remedy provided under the Contract or law shall constitute a waiver of that or any other right or remedy, nor shall it restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- (f) Nothing in the Contract is intended to establish any agency, partnership or joint venture between the parties. Neither party shall have authority, to act as agent for, or to bind, the other party.
- (g) A person who is not a party to the Contract shall not have any rights to enforce any of its terms.
- (h) No variation of the Contract shall be effective unless it is agreed in writing and signed by the Parties.
- (i) 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 laws of England and Wales.

- (j) 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).

## 16. Definitions.

In these Terms & Conditions, the following definitions apply:

- (a) **"Confidential Information"** means any information disclosed to the Supplier by the Purchaser, and its Representatives, including the terms of the Contract, any information concerning the Purchaser's business, its products and services, all technical or commercial know-how, specifications, inventions, processes or initiatives.
- (b) **"Contract"** means these Terms and Conditions and the PO.
- (c) **"Deal"** means assign, transfer, mortgage, charge, subcontract or deal in any other manner.
- (d) **"Deliverables"** means all documents, products and materials developed by the Supplier as part of the Services, in any form, including, without limitation, drawings, diagrams, designs, data, and reports (including drafts).
- (e) **"Goods"** means the goods (or any part of them) set out in the PO.
- (f) **"Intellectual Property Rights"** means patents, registered designs, copyright, rights in designs, rights to use and confidential information (including know how), and all other intellectual property rights, whether registered or unregistered.
- (g) **"Licence"** means licence, permit, authorisation or other consent.
- (h) **"PO"** means the Purchaser's order for the Goods and/or Services, as set out in the Purchaser's purchase order form.
- (i) **"Purchaser"** means the company identified in the PO who is receiving the Goods and/or Services in accordance with these Terms and Conditions.
- (j) **"Representatives"** means a representative of the Purchaser and/or Supplier (as relevant),

- including (without limitation) employees, agents and subcontractors.
- (k) **“Services”** means the services, including the Service Goods (to the extent relevant), to be provided by the Supplier to the Purchaser as set out in the PO.
  - (l) **“Service Goods”** means any goods that are transferred to the Purchaser as part of the Services, including without limitation, any Deliverables.
  - (m) **“Supplier”** means the company identified in the PO who is supplying the Goods and/or Services and any third party appointed by the Supplier in accordance with these Terms and Conditions to supply the Goods and/or Services.
  - (n) **“Terms & Conditions”** means these terms and conditions.
  - (o) **“VAT”** means value added tax.