SOLARPORT®

Solarportsystems.com

STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES SOLARPORT FORM

Document ID
LEG-SF-07

Revision Number:
03

Issue Date:
09/01/2026

Approved By:
Jade Tattershall

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH,
Company Number: 09377661, Telephone: +44 (0)1308 800501

APPROACHABLE ac REGISTERED
UKAS MANAGEMENT SYSTEMS 8320

Cert No. 11655
ISO 9001, ISO 14001, ISO 45001

TABLE OF CONTENTS

1. **DEFINITIONS** ..... Page 2
2. **ACCEPTANCE OF ORDER** ..... Page 6
3. **DELIVERY AND PERFORMANCE** ..... Page 7
4. **ACCEPTANCE OF GOODS AND/OR SERVICES** ..... Page 8
5. **GOODS AND SERVICES STANDARDS** ..... Page 10
6. **IMPORTED GOODS** ..... Page 11
7. **TITLE AND RISK** ..... Page 11
8. **PRICE AND PAYMENT** ..... Page 11
9. **LIABILITY** ..... Page 12
10. **INSURANCE** ..... Page 13
11. **TERMINATION** ..... Page 14
12. **INTELLECTUAL PROPERTY RIGHTS** ..... Page 15
13. **DATA PROTECTION** ..... Page 16
14. **CONFIDENTIAL INFORMATION** ..... Page 17
15. **FORCE MAJEURE** ..... Page 18
16. **LICENCES AND CONSENTS** ..... Page 19
17. **SEVERANCE** ..... Page 19
18. **ASSIGNMENT AND SUBCONTRACTING** ..... Page 19
19. **NO PARTNERSHIP OR AGENCY** ..... Page 19
20. **NOTICES** ..... Page 19
21. **MISCELLANEOUS** ..... Page 20
22. **ENTIRE AGREEMENT** ..... Page 21
23. **THIRD PARTY RIGHTS** ..... Page 21
24. **GOVERNING LAW AND JURISDICTION** ..... Page 21

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

1. DEFINITIONS

1.1. In this Agreement the following expressions have the following meanings unless the context otherwise prescribes:

Agreement means the agreement for the purchase of Goods and/or Services (as applicable) made by or on behalf of the Buyer with the Supplier formed in accordance with these terms and conditions and incorporating the Order and Proposal (if any).

Applicable Data Protection Laws means (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which a party is subject, which relates to the protection of personal data; and (c) in either case, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Applicable Laws means (a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom; and (b) to the extent EU GDPR applies, the law of the European Union or any member state of the European Union to which a party is subject.

Business Day means a day (other than a Saturday or Sunday or public holiday in England) when banks in London are open for business.

Buyer means Solarport Systems Limited a company registered in England and Wales with company number 09377661, whose registered office is at Unit 3, The Core, Gore Cross Business Park, Bridport, Dorset DT6 3FH.

Buyer Materials has the meaning given to it in clause 5.1(g).

Buyer's Representative means a registered Director of the Buyer or the person appointed by the Buyer from time to time as their representative for the purposes of this Agreement, as specified in the Order.

Confidential Information means all information of a confidential nature concerning the trade secrets or business dealings, methods of business, clients, members, market information, transactions, plans or affairs of a party, pricing, designs, information regarding components, datasheets, technical or commercial know-how, specifications, inventions, processes and any information (whether encrypted, in copy form or in any media) which by its nature the recipient ought to reasonably conclude is confidential information of the other party, but excluding information that is: (a) in the public domain (other than by breach of this Agreement or, so far as the recipient of the information is aware, a breach by a third party of duty of confidentiality); (b) stock in trade or readily ascertainable by persons in the trade; or (c) received lawfully by the recipient from a third party (so far as it is aware) on a non-confidential basis.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly;

Deliverables means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Address means the location for delivery of the Goods specified in the Order.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679).

Force Majeure Event means:

any acts, events or circumstances (to the extent not caused by either party or its agents or employees) which occur and which (A) are (having exercised reasonable skill care and diligence) unforeseeable (or, being foreseeable, unavoidable) and outside the reasonable control of the affected party, (B) are not substantially attributable or connected with any act, omission, fault, or negligence of the affected party, and (C) render said party unable to comply totally or partially with its obligations under this Agreement. Force Majeure Events may include, but are not limited to the following events or circumstances, so long as the conditions in (A), (B) and (C) above are satisfied:

(a) war (whether war be declared or not), hostilities, invasion, act of foreign enemies;

(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. Acts of theft or vandalism, or any acts committed on or on behalf of a criminal organisation shall not be considered Force Majeure Events to the extent they can be insured;

(c) riot, commotion, disorder, strike, walkout or lockout;

(d) epidemics, pandemics and similar national emergencies;

(e) the effects of munitions of war, explosive materials, ionising radiation or contamination by radioactivity; and

(f) floods, earthquake, hurricane, lightning, typhoon, landslide, fire or volcanic activity (including volcanic activity outside of the country in which the affected party is located), objects striking the earth from space (such as meteorites), quarantine restrictions, epidemics or similar acts of God.

Goods means the goods, products, works or materials detailed or referred to in the Order or incidental thereto.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

Good Industry Practice means the exercise of the degree or standard of skill, diligence, prudence, efficiency, foresight, care and timeliness which would be expected from a reputable company within the relevant industry or business sector in the same or similar circumstances and seeking to fulfil their obligations using properly experienced and qualified people under an agreement the same or similar (in whole or in part) to this Agreement.

Insolvency Event: A party suffers an Insolvency Event if:

(a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court that" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;

(b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;

(d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it;

(e) the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;

(g) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

(h) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or

(i) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights means patents, rights to inventions, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

Manufacturer's Warranty means the warranty provided by the manufacturer and/or the Supplier's own supplier/subcontractor for the Goods and/or Services.

Order means an order in writing for the Goods and/or Services (as applicable) issued by the Buyer to the Supplier together with all documents referred to in it.

Proposal means any written proposal or quotation provided by the Supplier to the Buyer as amended by this Agreement, the Order or otherwise in writing between the Parties.

Services means the services described in an Order.

Supplier means any person, firm or company to whom an Order is addressed.

Supplier's Representative means a registered Director of the Supplier or the person appointed by the Supplier from time to time as their representative for the purposes of this Agreement, as specified in the Order.

Supplier's Warranty means the Supplier's warranties detailed in clause 5 of these terms and conditions.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and the terms **controller**, **processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

Warranties means the Supplier's Warranty and the Manufacturer's Warranty.

Warranty Period means the warranty period in respect of the Supplier's Warranty and/or Manufacturer's Warranty (as applicable) which shall be the longer of twenty four (24) months from the date of delivery and the period of the Supplier's Warranty and/or

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

Manufacturer's Warranty as published and/or available in respect of the Goods during which the Supplier and/or Manufacturer guarantees, warrants or assures the performance or functionality of the Goods and/or warrants they are free of defects, faults or other imperfections.

1.2 In this Agreement, unless the context requires otherwise, the following rules apply:

(a) any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

(b) where the words "include(s)", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them. Where the context permits, the words other/otherwise are illustrative and do not limit the sense of the words preceding them;

(c) a reference to writing includes emails;

(d) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(e) a reference to a party is to a party to this Agreement and includes its personal representatives, successors or permitted assigns, and **parties** shall be construed accordingly;

(f) where there is a conflict between this Agreement and an Order or a Proposal (if any) then the terms of this Agreement shall prevail unless expressly stated otherwise in writing; and

(g) where there is a conflict between the terms of an Order and a Proposal then the terms of the Order, shall prevail.

2. ACCEPTANCE OF ORDER

2.1 The Supplier's acknowledgement of the Order, or the commencement of delivery of Goods and/or performance of Services ordered (as applicable), constitutes the Supplier's deemed acceptance of the Order and the formation of the Agreement subject to these terms and conditions.

2.2 The Buyer is not liable for any Order unless:

(a) it has been placed on behalf of the Buyer by an authorised representative of

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

the Buyer; and

(b) the Supplier confirms its acceptance of such Order and this Agreement as set out in clause 2.1.

2.3 The Buyer may at any time request alterations to the Order by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within five (5) Business Days, or such other period as may be agreed between the parties, advise the Buyer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties ("**Change Acceptance Notice**").

2.4 The Buyer shall, within five (5) Business Days of receipt of a Change Acceptance Notice from the Supplier, or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed as per the Change Acceptance Notice.

2.5 Where the Buyer confirms in writing that it agrees to the terms of the Change Acceptance Notice, the Order shall be deemed to have been amended to reflect such the terms of the Change Acceptance Notice and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

3. DELIVERY AND PERFORMANCE

3.1 The Supplier shall deliver the Goods and/or provide the Services (as applicable) at the date, time and place specified on the relevant Order or Proposal (as applicable) and time for delivery of the Goods or performance of the Services is of the essence. If Goods are incorrectly delivered and/or Services are incorrectly provided, the Supplier is liable for any additional expense incurred by either party in handling and delivering the Goods and/or providing the Services at the correct date, time and place.

3.2 The Supplier is solely responsible for unloading the Goods at the agreed point of delivery specified in the Order or Proposal (as applicable) ("**Delivery Address**"). Unless otherwise agreed in writing by the Buyer, the Supplier shall unload the Goods immediately on their arrival at the Delivery Address or at such specific time as agreed between the Parties. Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Address.

3.3 The Supplier shall ensure that:

3.3.1 any Goods are properly packed and secured in such a manner as to enable them to reach their destination in a good, safe, clean and dry condition; and

3.3.2 each delivery of Goods is accompanied by a delivery note which shows

the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered.

3.4 The Buyer accepts no liability for packaging materials unless expressly agreed in advance.

3.5 The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent. Where it is agreed that Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in Goods delivered in any instalment shall entitle the Buyer to the remedies set out in clause 4.2.

3.6 If any Goods contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the Supplier shall prior to delivery furnish the Buyer with written details of the nature of those substances and the precautions to be taken and shall ensure that before dispatch appropriate instructions and warnings are clearly and prominently marked or securely attached to any containers into which they are packed.

3.7 The Supplier shall provide to the Buyer in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to health and safety and shall indemnify the Buyer against any and all liabilities, claims and expenses which may arise as a result of the Supplier's failure to do so.

4. ACCEPTANCE OF GOODS AND/OR SERVICES

4.1 The Supplier will grant the Buyer and its authorised representatives, agents or customers access to its premises (or the premises of any permitted subcontractor) for the purpose of inspecting or testing the Goods and/or Services at any reasonable time. Such inspection does not relieve the Supplier of any liability or imply that the Supplier has accepted the Goods and/or Services. If following such inspection or testing the Buyer considers that the Goods do not comply or are unlikely to comply with the Supplier's obligations under this Agreement, the Buyer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Buyer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4.2 If the Goods and/or Services are not delivered or provided in accordance with clause 3, or do not comply with the Warranties referred to in clause 5 or are not otherwise in accordance with this Agreement (whether or not inspected or tested by the Buyer) then, without limiting its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

and/or Services:

4.2.1 reject the Goods and/or Services (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

4.2.2 cancel the Agreement of which such Goods and/or Services are the subject;

4.2.3 return any Goods already delivered which by virtue of such rejection or cancellation are no longer of use;

4.2.4 refuse to accept any subsequent delivery of Goods and/or provision of Services (as applicable) which the Supplier attempts to make;

4.2.5 require the Supplier to repair or replace the Goods and/or carry out the Services again in accordance with clause 5.4;

4.2.6 be indemnified for any other reasonable costs, loss or expense incurred by the Buyer which are attributable to the Supplier's failure to carry out its obligations under the Agreement; and/or

4.2.7 repair such Goods and/or carry out the Services again (either by itself or through a third party) at the Supplier's expense.

4.3 If the Buyer rejects any Goods and/or Services, the Buyer may:

4.3.1 request a refund from the Supplier of any money paid in respect of such rejected Goods and/or Services;

4.3.2 if the Goods and/or Services have been paid for but no refund given, purchase replacement goods and/or services from an alternative source at the Supplier's cost; or

4.3.3 if the Goods and/or Services have not been paid for, purchase Goods and/or Services from an alternative source and recover any additional costs (that it would not have incurred if the Supplier had complied with the Agreement) from the Supplier as a debt.

4.4 If the Supplier:

4.4.1 delivers less than 95% of the quantity of Goods ordered, the Buyer may reject the Goods; or

4.4.2 delivers more than 105% of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

the Supplier delivers more or less than the quantity of Goods ordered, and the Buyer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.4.3 This Agreement shall apply to any repaired or replaced Goods and/or any re-performed Services supplied by the Supplier.

5. GOODS AND SERVICES STANDARDS

5.1 The Supplier agrees, warrants and undertakes for the benefit of the Buyer and the buyer's Buyers that:

5.1.1 the Goods and/or Services will conform to the specifications, descriptions, data sheets or other details referred to in the Order and/or Proposal (as applicable) as to quantity, quality and description and to the specifications, descriptions, data sheets and other details published by or otherwise available from the Supplier and/or the Manufacturer in respect of the Goods (or any other specifications, requirements or instructions made known to the Supplier);

5.1.2 the Goods will be of good and satisfactory quality, fit for any purpose expressly or implicitly made known to the Supplier by the Buyer, of good quality materials and workmanship and free from defects of any kind;

5.1.3 the design, construction and quality of the Goods and/or provision of the Services will comply with any relevant statutory rules or regulations in force at the time of delivery or performance, including relevant UK safety standards and British Standards;

5.1.4 the Supplier shall provide the Services in accordance with the terms of the Order and/or Proposal (as applicable) in accordance with Good Industry Practice;

5.1.5 observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises from time to time and that have been communicated to it. The Buyer reserves the right to refuse any of the Supplier's personnel involved in the provision of the Services access to the Buyer's premises, which shall only be given to the extent necessary for the performance of the Services;

5.1.6 notify the Buyer in writing immediately upon the occurrence of a Change of Control of the Supplier; and

5.1.7 the Supplier will hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier (Buyer

Materials) in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation.

5.2 The Supplier shall provide the Buyer with the benefit of the Manufacturer's Warranty (and any additional warranties secured from the Supplier's own suppliers) in respect of the Goods for the maximum available period of the Manufacturer's Warranty together with the benefit of all Supplier's Warranty published and/or otherwise agreed with the Buyer at the time of placement of an Order.

5.3 The Supplier's Warranty and Manufacturer's Warranty shall extend to cover the customers of the Buyer and any purchasers or users of the Goods to whom the Goods are sold on without any need for the Supplier or its purchasers to formally assign the benefit of the Warranties.

5.4 The Buyer's remedies under this Agreement shall be without prejudice to any remedy available from the Manufacturer under the Manufacturer's Warranty which may be for a longer or shorter time period to the Supplier's Warranty.

6. IMPORTED GOODS

Delivery and the supply of Goods and/or Services is deemed to occur in the United Kingdom (unless the Buyer expressly agrees otherwise in writing on the Order). The cost of all Goods and/or Services is all inclusive of any and all import taxes, duties, levies and similar charges and such costs shall be the responsibility of the Supplier.

7. TITLE AND RISK

7.1 The Supplier warrants that it has good title to the Goods when supplied to the Buyer, that the transfer is lawful and that the Goods are delivered free from any security interest or encumbrance thereon in favour of a third party.

7.2 Risk and title in the Goods shall pass to the Buyer on the Buyer's acknowledgement of completion of delivery at the Delivery Address, without prejudice to any right of rejection which may accrue to the Buyer under this Agreement or otherwise.

8. PRICE AND PAYMENT

8.1 The price for the Goods and/or the Services shall be the price set out in the Order and or Proposal (as applicable). The price for each of the Goods and/or Services to be paid by the Buyer to the Supplier will include all costs, both direct and indirect, of supplying the Goods and/or Services (including the costs of packaging, insurance and carriage) except that where the Goods and/or Services are subject to VAT, the amount legally due must be specified as a separate item of account on the Supplier's invoice.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

8.2 The Supplier may invoice the Goods and/or Services on or after the completion of delivery as per the terms set out in the Order or Proposal (as applicable). Invoices shall be submitted to the Buyer's accounts team at: accounts@solarportsystems.com.

8.3 Invoiced amounts shall be due and payable as per terms specified in the Order or Proposal (as applicable), which period shall not be less than 30 days from the date of the relevant invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per annum above the base rate of the Bank of England.

8.4 The Buyer may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Buyer, whether either amount is a present or future liability, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Buyer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Buyer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Buyer.

9. LIABILITY

9.1 Nothing in this Agreement shall limit or exclude either party's liability for:

9.1.1 death or personal injury resulting from a party's negligence;

9.1.2 fraud or fraudulent misrepresentation; or

9.1.3 anything for which the parties cannot legally limit or exclude or attempt to limit or exclude their liability.

9.2 The Supplier shall indemnify the Buyer, its customers, agents, employees, subsidiaries, associated companies and assigns (each, a Buyer Associate) in respect of all loss, liability and cost (including any interest, penalties, legal and other professional fees and expenses awarded against or incurred or paid by the Buyer) directly or indirectly arising from:

9.2.1 any alleged or actual infringement of any intellectual property right owned by a third party resulting from the purchase, use or resale by the Buyer or any Buyer Associate of the whole or any part of the Goods and/or Services;

9.2.2 any claim made against the Buyer or any Buyer Associate by a third party arising out of, or in connection with, the supply of the Goods and/or Services, to the extent arising out of the breach, negligent performance or failure or delay in performance of the Agreement by the Supplier, its

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

employees, agents or subcontractors; and

9.2.3 any loss incurred by or claim made against the Buyer or any Buyer Associate by a third party (including any other Buyer Associate) for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods and/ or provision of Services, to the extent that the defect in the Goods and/or the provision of the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

9.3 Subject to clause 9.1 above the Buyer's aggregate liability to the Supplier for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Buyer, the Buyer's employees, agents, consultants or subcontractors of the Buyer's' obligations under this Agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to the total amount paid under this Agreement.

9.4 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent this is caused by a delay or failure by the other party to perform (or procure performance of) its obligations under this Agreement.

9.5 Neither party shall have any liability for any loss, damage, claims, costs or expenses arising from or in relation to its delay or failure to perform its obligations under this Agreement to the extent such failure is the result of a Force Majeure Event.

9.6 The rights and remedies of the Buyer provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided at law or in equity.

9.7 The provisions of this clause 9 shall survive termination of this Agreement.

10. INSURANCE

10.1 During this Agreement and for the longer of (i) the end of the Warranty Period and (ii) a period of one year after expiry or earlier termination of this Agreement, the Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities which a company complying with Good Industry Practice would take out in respect of the Goods and/or Services including, without limitation:

10.1.1 employer's liability at an amount of not less than the amount specified in the Order or, where no such amount is specified, at an amount of not less than £5,000,000 (five million pounds) for each and every claim;

10.1.2 product liability insurance at an amount of not less than the amount specified in the Order or, where no such amount is specified, at an

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

amount of not less than £2,000,000 (two million pounds) for each and every claim;

10.1.3 public liability insurance at an amount of not less than the amount specified in the Order or, where no such amount is specified, at an amount of not less than £5,000,000 (five million pounds) for each and every claim.

10.2 Where the Supplier provides any Services, it shall maintain professional indemnity insurance at its own cost for an amount of not less than the amount specified in the Order or, where no such amount is specified, at an amount of not less than £2,000,000 (two million pounds) for each and every claim for a period beginning on the date of this Agreement and ending twelve (12) years after the date of completion of the Services.

10.3 The Supplier shall not do anything or permit the doing of anything which would invalidate or void the insurances of the Supplier and/or the Buyer nor prejudice the Buyer's entitlement under any insurances.

10.4 Whenever the Buyer requests, the Supplier shall send the Buyer evidence that the Supplier's insurances are in force.

11. TERMINATION

11.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

11.1.1 there has been a material breach or breaches of this Agreement by the other party which is not capable of remedy or, being capable of remedy, has or have not been remedied by the defaulting party within twenty (20) Business Days in each case; or

11.1.2 the other party is subject to an Insolvency Event.

11.2 Without limiting its other rights and remedies, the Buyer may also terminate the whole or any part of an Order or the Agreement at any time with immediate effect by written notice to the Supplier:

11.2.1 at any time prior to delivery of the Goods or performance of the Services (subject to clause 11.3 below);

11.2.2 where there is a change of Control of the Supplier; or

11.2.3 where the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of the Buyer the capability of the Supplier to fulfil its obligations under the Agreement has been placed

in jeopardy.

11.3 Where the Buyer terminates under clause 11.2(a), the Buyer shall pay the Supplier its reasonably and properly incurred third party costs committed to prior to the effective date of termination. For the avoidance of doubt such compensation shall not include loss of anticipated profits or any consequential loss.

11.4 On termination or expiry of this Agreement each party shall promptly:

11.4.1 subject to clause 13.2(b), return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its group in connection with the supply of the Goods and Services under this Agreement; and

11.4.2 erase all the other party's Confidential Information from its computer systems (to the extent possible and subject to any legal or internal record keeping requirements).

11.5 Termination of the Agreement, however arising, shall not affect any of the Parties' rights that have accrued prior to termination.

11.6 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 If the Supplier or its employees or agents design the Goods and/or perform the Services pursuant to a commission, specific requirement or instruction from the Buyer (whether to fulfil an Order or otherwise), any Intellectual Property Rights created in relation to such Goods and/or Services shall vest in the Buyer and the Supplier shall do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary to give full effect to this clause 12.

12.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Buyer Materials) shall be owned by the Supplier.

12.3 The Supplier grants to the Buyer, or shall procure the direct grant to the Buyer and each Buyer Associate of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to copy and modify the Deliverables (excluding Buyer Materials) for the purpose of receiving and using the Goods and/or Services and the Deliverables.

12.4 The Buyer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify the Buyer Materials for the term of the

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

Agreement for the purpose of providing the Goods and/or Services to the Buyer.

12.5 The Supplier acknowledges that all rights in the Buyer Materials are and shall remain the exclusive property of the Buyer.

12.6 The Supplier shall not use the trademarks, designs or brand names of the Buyer (or its licensors) without the Buyer's prior written consent.

13. DATA PROTECTION

13.1 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Supplier shall act as controller in relation to the Buyer's personal data (which will consist of the Buyer's business contact information) and shall process that personal data in accordance with Applicable Data Protection Laws. Should the determination in this clause 13.1 change, then each party shall work together in good faith to make any changes which are necessary to this clause 13.1.

13.2 The Supplier shall:

13.2.1 comply with all applicable requirements of Applicable Data Protection Laws. This clause 13.2(a) is in addition to, and does not relieve, remove or replace, the Supplier's obligations or rights under the Applicable Data Protection Laws;

13.2.2 implement the technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data, which measures shall be appropriate to the harm that might result, having regard to the state of technological development and the cost of implementing any measures;

13.2.3 provide evidence to the Buyer, on request, of the technical and organisational measures it has taken to comply with its obligations under clause 13.2(b);

13.2.4 promptly notify the Buyer, upon becoming aware of any errors or inaccuracies in such personal data;

13.2.5 ensure that: (i) such personal data is accessible only to personnel who need to have access to it in order to carry out their roles in the performance of the party's obligations under this Agreement; (ii) all such persons are subject to contractual obligations of confidentiality in respect of such personal data; and (iii) all such persons have been appropriately trained in the requirements of Applicable Data Protection Laws;

13.2.6 assist the Buyer (taking into account the nature of the processing and the information available to it) by responding to any request from a data subject and in ensuring its compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultants with supervisory authorities or regulators; and

13.2.7 notify the Buyer, via email and telephone, without undue delay, and in any event within twenty-four (24) hours, of becoming aware of, or having reasonable grounds to suspect, any personal data breach.

13.3 The Supplier shall, at its own cost:

13.3.1 on request by the other party or on termination or expiry of this Agreement, deliver to the other party any personal data in its possession, and destroy any copies of the personal data it has made unless otherwise required by operation of law; and

13.3.2 maintain complete and accurate records and information to demonstrate its compliance with Applicable Data Protection Laws and this clause 13.

13.4 The provisions of clause 13.3(a) take precedence over the provisions of clause 11.4; and this clause 13 shall survive termination of this Agreement.

14 CONFIDENTIAL INFORMATION

14.1 Each party shall be permitted to use the Confidential Information disclosed to them by the other party only for the purposes and to the extent needed for performance of their respective obligations under this Agreement and will do so strictly in accordance with its terms and conditions.

14.2 Each party shall keep in strict confidence all Confidential Information received from the other, save that each party may disclose the other party's Confidential Information to the extent required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Both parties shall restrict disclosure of any of the other's Confidential Information to their staff and to such other agents, consultants or subcontractors as need to know it for the purpose of discharging their obligations to the other party under this Agreement. Both parties shall also ensure that any such staff and any agents or subcontractors receiving such Confidential Information are subject to obligations of confidentiality corresponding to those which bind them and shall be responsible for any breach by them of this clause 14 as if they were a party hereto.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

14.4 All Confidential Information (along with any records, materials, equipment, software and tools, drawings, specifications and data) supplied by either party, their employees, agents, consultants or subcontractors to the other party shall, at all times be kept securely with appropriate technical and organisational security measures and (unless otherwise agreed in writing) remain the supplying party's exclusive property or that of their licensors.

14.5 The provisions of this clause 14 shall survive termination of this Agreement.

15. FORCE MAJEURE

15.1 Notice of Force Majeure

15.1.1 If either party is or will be prevented from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall give notice to the other party giving the details of the nature of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to carry out its obligations under the Agreement and the anticipated duration of the Force Majeure Event. Such notice shall be given as soon as practicable, and not later than ten (10) Business Days after the party became aware of the event or circumstance.

15.2 Duty to Minimise Delay

15.2.1 The party seeking to rely on clause 15.1(a) shall at all times use all reasonable endeavours to minimise any delay in the performance of the Agreement as a result of Force Majeure Event and to mitigate the effects of the Force Majeure Event. The relying party shall give notice to the other party when it ceases to be affected by the Force Majeure Event.

15.2.2 The parties shall continue to perform all of their obligations under the Agreement, which are not affected by the Force Majeure Event.

15.3 Consequences of Force Majeure

15.3.1 Provided it has complied with its obligations under clauses 15.1 and 15.2, the party affected by the Force Majeure Event shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of its obligations. The time for performance of such obligations shall be extended accordingly.

15.4 Optional Termination

15.4.1 If the performance of this Agreement is prevented for a continuous

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

period of ninety (90) days or more by reason of a Force Majeure Event, then either party may give notice to the other party to terminate this Agreement.

16. LICENCES AND CONSENTS

If a licence or consent of any government or other authority is required for the supply or carriage of the Goods and/or performance of the Services by the Supplier, the Order or the Agreement, the Supplier will obtain such licence or consent at its own expense and produce evidence of it to the Buyer on demand. The Supplier will not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.

17. SEVERANCE

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

18. ASSIGNMENT AND SUBCONTRACTING

Subject to clause 5.3, neither party may assign, transfer, charge, hold on trust for any person or otherwise deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other party.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.

20. NOTICES

20.1 Any notice to be given by either party under this Agreement shall be sufficiently served if sent in writing to the other party's registered office address or by email to the Buyer at legalnotices@solarportsystems.com or to the Supplier its email address set out in the Order (or such other email address as notified to the other party from time to time), and in each case by a method listed in clause 20.2; and unless proved otherwise is deemed received as set out in clause 20.2 if prepared and sent in accordance with this clause. Notices shall be marked for the attention of the Buyer's Representative or the Supplier's Representative, as applicable.

20.2 Any notice:

20.2.1 sent by hand, shall be deemed to be received at the time the notice is left at the address;

20.2.2 sent by electronic mail shall be deemed to be received at the time recorded on the electronic mail, provided that an electronic mail shall not be deemed to be received where the sender receives a notice of non-delivery or failed delivery;

20.2.3 sent by pre-paid first-class post or other next working day delivery, shall be deemed to be received on the second business day after posting at the place of receipt; and

20.2.4 sent by pre-paid airmail, shall be deemed to be received on the fifth business day after posting at the place of receipt.

20.2.5 If deemed receipt under clause 20.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 20.3, business hours means 9.00 a.m. to 5.00 p.m. Monday to Friday on a day that is not a public holiday in the place of receipt.

20.2.6 The provisions of this clause 20 shall not apply to the service of any process in any legal action or proceedings.

21. MISCELLANEOUS

21.1 Each party that has rights under this Agreement agrees it is acting on its own behalf and not for the benefit of another person.

21.2 The parties to the Agreement agree they shall not do anything which brings or might reasonably be expected to bring into disrepute the other, including its representatives or staff.

21.3 The parties shall comply with all reasonable health and safety and security requests arising from time to time made by the other in performing their obligations under this Agreement.

21.4 Each party agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the other may from time to time reasonably require for the purpose of giving the other the full benefit of the provisions of this Agreement.

21.5 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

21.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or 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.

21.7 Each party to this Agreement warrants that it shall comply with the UK Bribery Act 2010 and equivalent or similar foreign requirements.

21.8 The Supplier shall at all times act in accordance with the Buyer's policies as may be provided to it by the Buyer from time to time, and those available to view on the Buyer's website www.solarportsystems.com.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Supplier and the Buyer and supersedes and extinguishes all previous drafts, heads of terms, letters, courses of dealing, understandings or agreements between the Supplier and the Buyer, whether written or oral, relating to the subject matter of this Agreement.

22.2 This Agreement shall apply to the delivery of Goods and/or performance of Services ordered (as applicable) to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing; and all of the terms and conditions of this Agreement shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

22.3 Nothing in this clause 22 shall limit or exclude any liability for fraud.

23. THIRD PARTY RIGHTS

23.1 A person who is not a party to this Agreement (other than the successors in title to any party) shall not have any rights (including under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement, save that each Buyer Associate may enforce the indemnity set out in clause 9.2 and its rights under clause 12.3.

23.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

24. GOVERNING LAW AND JURISDICTION

24.1 This Agreement, 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.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

24.3 Any dispute or difference shall, in the first instance, be referred to senior management of each party for resolution.

24.4 The provisions of this clause 24 shall survive termination of this Agreement.

Solarport Systems Ltd, Gore Cross Business Park, Dorset, UK, DT6 3FH
Company Number: 09377661, Telephone: +44 (0)1308 800501