

CHILTERN SOLAR TERMS & CONDITIONS OF SALE

This document sets out Chiltern Solar's standard terms and conditions of sale of goods or services (the 'Conditions').

In these Conditions, the following definitions shall apply:

'Agreement'	the agreement between the Seller and the Buyer for the supply of Goods or Services or Goods and Services in accordance with these Conditions
'Buyer'	means the entity that purchases the Supply from the Seller under the Agreement
'Business Day'	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business
'Confidential Information':	means all confidential or proprietary information (however recorded or preserved) obtained, received or made available in any form directly or indirectly by one party from the other party in the course of or in anticipation of the Agreement
'Drawing'	means all technical documentation, designs, general arrangements, layouts and detailed drawings, temporary works drawings, working drawings, calculations, samples, data sheets, prototypes, patterns, models, software and computer programmes, controls logic, HMI interface designs, written descriptions and specifications, including those produced by data processing systems as supplied by the Seller to the Buyer in performance of or related to the Services.
'Goods'	means any materials or equipment to be supplied under the Agreement, as described in the Order Acknowledgement
'Order'	means the Buyer's order for the Supply, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation, as the case may be
'Order Acknowledgement'	has the meaning given in Clause 1;
'Seller'	means Chiltern Solar Limited
'Services'	means the professional services to be delivered under the Agreement, as described in the Order Acknowledgement
'Supply'	means Goods and/or Services as appropriate

1. An Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions. The Buyer's Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order (**Order Acknowledgement**), at which point and on which date the Agreement shall come into existence.

2. These Conditions apply to the Agreement to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions. All of these Conditions shall apply to the Supply of both Goods and Services except where application to one or the other is specified.
3. The pricing and terms of any quotation, tender or proposal made by the Seller to the Buyer shall be valid for acceptance by the Buyer for a period of 30 days from date of issue unless otherwise stated in writing.
4. The Agreement constitutes the entire agreement as between the Seller and the Buyer in respect of the Supply. Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.
5. The Seller may amend the Supply if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Goods or Services, and the Seller shall notify the Buyer in any such event. The Buyer shall have the right during the term of the Agreement to request the Seller to alter, amend, add to or otherwise vary the Supply. The Seller shall consider any such request but shall not be obligated to agree to any variation. No variation to the Agreement shall be effective unless it is agreed in writing and signed by the parties. Any variation and to may be subject to additional time and charges being payable by the Buyer.
6. The Seller may sub-contract the performance of any part of its obligations under the Agreement as the Seller sees fit. The Seller shall be responsible for the acts, defaults and omissions of its sub-contractors as if they were the acts, defaults or omissions of the Seller.
7. The price for the Supply ('Price') is as stated in the Order Acknowledgement, including (where appropriate in respect of Services) confirmation of any day rates and rates for excess or out-of-scope works. If the Price includes any element of time charge, the Seller shall maintain, and make available to the Buyer, appropriate time records. The Order Acknowledgement shall specify the cost of packing, insurance and delivery of any Goods, or that this is the responsibility of the Buyer.
8. The Seller reserves the right to make reasonable increases to the Price to cover increased cost to the Seller where there is any delay caused as a result of the Buyer's acts or omissions. This includes, but is not limited to, any suspension of work, delay to loading or unloading caused by lack of access or provision of pre-work that is the responsibility of the Buyer, caused by the Buyer's instructions or omission to give of instructions.
9. Validly raised and submitted invoices shall be paid by the Buyer within 30 days of receipt. Where applicable, the Seller shall charge VAT or other sales taxes and the Buyer shall pay such additional amounts in respect of the same as are chargeable on the Supply, at the same time as payment is due for the Supply. The Buyer's purchase order number shall be quoted on all invoices.

10. Without limiting its remedies under Clause 24, the Seller reserves the right to charge interest at the rate of 5% above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%, in the event that the Buyer fails to make any payment due to the Seller under the Agreement by the due date.
11. The Seller shall deliver the Goods to the location set out in the Order Acknowledgement or such other location agreed in writing (**Delivery Location**). Where the Parties agree delivery shall be ex works, the Buyer shall collect the Goods from the location notified to the Buyer by the Seller in writing (**Ex Works Location**), within three Business Days of the Seller notifying the Buyer that the Goods are ready (or by such other date agreed by the parties in writing). Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location or Ex Works Location (as applicable).
12. The Seller shall use reasonable endeavours to meet any dates specified in the Agreement for delivery of Goods and/or performance of Services, but any dates so quoted are estimates only, and the time of delivery and/or performance is not of the essence. The Seller shall not be liable for any delay or failure to deliver of the Goods, where the failure or delay is caused by the Buyer's failure to provide the Seller with adequate instructions relevant to the supply of the Goods. The Seller may deliver the Goods by instalments. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
13. Risk in Goods shall pass to the Buyer on completion of delivery. Title in Goods will pass to the Buyer only when the Seller has received payment in full (cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due.
14. The copyright and all intellectual property rights in in or arising out of or in connection with the Supply shall remain vested in the Seller or its licensors. The Seller grants the Buyer (or shall procure the direct grant to the Buyer of) a fully paid-up, worldwide, non-exclusive and royalty-free licence (with the right to grant sub-licences) during the term of the Agreement to copy, reproduce and use all Drawings and other materials produced by the Seller for the Buyer, solely for the purpose of using and receiving the Supply. The Buyer grants the Seller a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Buyer to the Seller for the term of the Agreement for the purpose of providing the Supply to the Buyer.
15. Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Agreement by giving 10 days' written notice to the affected party.
16. The Seller warrants to the Buyer that the Goods (the "**Warranty**") shall:
 - a. conform in all material respects with their description; and
 - b. be free from material defects in design, material and workmanship.
17. The Warranty shall apply for 12 months from the date the Goods are delivered to the Buyer (the "**Warranty Period**").

18. Subject to Clause 19, if the Buyer gives notice in writing to the Seller during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the Warranty and the Seller is given a reasonable opportunity of examining such Goods, the Seller shall, at its option, repair or replace the defective Goods at no charge to the Buyer, or refund the price of the defective Goods in full. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.
19. The Seller shall not be liable for the Goods' failure to comply with the Warranty if:
- a. the Buyer makes any further use of such Goods after giving a notice in accordance with Clause 18;
 - b. the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - c. the Buyer alters or repairs such Goods without the written consent of the Seller;
 - d. the defect arises as a result of normal wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - e. the Goods differ from their description due to changes made to ensure they comply with applicable statutory or regulatory requirements.
20. The Services shall:
- a. meet the specification agreed between the Seller and Buyer in all material respects;
 - b. be performed using reasonable skill and care.
21. Seller's liability:
- a. Nothing in the Contract limits any liability that legally cannot be limited, including but not limited to liability for:
 - i. death or personal injury caused by negligence; and
 - ii. fraud or fraudulent misrepresentation;
 - b. Subject to Clause 21.a, the Seller's total liability arising under or in connection with the Agreement, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the price paid by the Buyer under the Agreement for the Supply.
 - c. Subject to Clause 21.a, the Seller shall not be liable for any: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
22. Each party will treat as confidential all Confidential Information obtained from and/or owned by the other. The parties agree that they will not without the prior written consent of the other use such Confidential Information except for the purposes of complying with their respective obligations under the Agreement nor disclose Confidential Information to any third party, except:
- a. to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 22;

- b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - c. where the receiving party can show by reference to documentary or other evidence that information:
 - i. was rightfully in its possession before the start of discussions between the parties relating to the Agreement; or
 - ii. is already public knowledge or becomes so at a future date (otherwise than as a result of breach of this clause); or
 - iii. is received from a third party who is not under an obligation of confidentiality in relation to the information; or
 - iv. is developed independently without access to, or use of or knowledge of, the Confidential Information.
23. Each party shall comply with all relevant requirements of the applicable data protection and privacy legislation in force from time to time in the UK. The Data Sharing Annex appended to these Terms forms part of the Agreement and sets out the parties' respective obligations regarding the sharing of personal data (as defined within the Annex).
24. The Agreement may be terminated by either party immediately on giving notice in writing to the other if:
- a. the other commits any material breach of any term of the Agreement, and (in the case of a breach which is capable of being remedied) has failed, within 28 days after the receipt of a request in writing so to do, to remedy the breach; or
 - b. the other has a receiver or administrative receiver appointed of it or over any part of its undertaking or assets, or passes a resolution for winding-up (other than for the purposes of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun (in the United Kingdom or in any other jurisdiction), or if the other party ceases or threatens to cease to carry on its business.
25. On termination of the Agreement:
- a. the Buyer shall immediately pay to the Seller all outstanding unpaid invoices and interest and, in respect of Supply for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt;
 - b. the Seller shall return any Goods which have not been fully paid for. If the Buyer fails to do so, then the Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement; and
 - c. any termination or expiry of the Agreement (however it happens) will not affect any accrued rights or liabilities of either party. Nor will it affect the continuing in force of any provision of the Agreement which is expressly, or by implication, intended to continue in force on or after the termination or expiry of the Agreement.
26. Notwithstanding the provisions of Clause 22, the Seller shall be entitled to use details of the Supply, including a description of the Goods and/or Services provided including photographs or videos, in any press release or promotional materials.

27. All notices to be given under the Agreement will be deemed to have been served only if delivered by hand or sent by pre-paid first class or other next working day delivery post or e-mail to the intended recipient at its last known postal or e-mail address. Notices shall be deemed received: (a) if delivered by hand, at the time the notice is left at the proper address; (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working after posting; or (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. "Business hours" means the period from 9.00 am to 5.00 pm on a Business Day.
28. Nothing in the Agreement is intended to, or shall operate or be deemed to, create a partnership, joint venture or employment relationship between the parties, or to authorise either party to act as agent for the other.
29. The Seller may at any time assign, charge, subcontract, transfer or otherwise deal with any or all of its rights and obligations under the Agreement. The Buyer shall not assign, charge, subcontract, transfer or otherwise deal with any of its rights and obligations under the Agreement without the prior written consent of the Seller.
30. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part provision of the Agreement is deemed so deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
31. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
32. The Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns. The Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.
33. All documentation, correspondence and communication, including any mediation or arbitration proceedings, under or in connection with the Agreement shall be in English.
34. In the event of any dispute or claim (including non-contractual disputes or claims) arising out of or relating to the Agreement, including any question regarding its subject matter, interpretation, formation, existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration's (LCIA) Mediation Procedure, which Procedure is deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 28 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. In any



arbitration commenced pursuant to this clause: (i) the number of arbitrators shall be one; and (ii) the seat, or legal place, of arbitration shall be London, UK.

35. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall in all respects be construed in accordance with and governed by the laws of England and Wales.

DATA SHARING ANNEX

1. DEFINITIONS

Agreed Purposes: The supply of good and services the Seller to the Buyer.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including subcontractors of the Seller).

Shared Personal Data: the personal data to be shared between the parties under paragraph 2.1 of this Annex. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: names; email addresses, and job titles.

2. DATA PROTECTION

2.1 Shared Personal Data. This Annex sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this Annex as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

2.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

2.3 Particular obligations relating to data sharing. Each party shall:

- a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

2.4 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b) promptly inform the other party about the receipt of any data subject rights request;
- c) provide the other party with reasonable assistance in complying with any data subject rights request;
- d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.4; and
- j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.