

Belectric Solar Ltd standard terms and conditions for the purchase of Goods and/or Services

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.
1.2 **"Applicable Laws"** means the laws of England and Wales and any other laws or regulations, regulatory policies, statutes, guidelines or industry codes which apply to the supply of Goods and/or Services from time to time;
1.3 **"Authorised Signatory"** a person authorised by Belectric Solar to sign on Belectric's behalf;
1.4 **"Contract"** the Order and the Supplier's acceptance of the Order for the sale and purchase of the Goods and/or supply of the Services;
1.5 **"GDPR"** means the General Data Protection Regulations 2016 (Regulation (EU) 2016/679)
1.6 **"Good Industry Practice"** means the exercise of that degree of skill, care, diligence, prudence, timeliness and foresight which would be expected from a leading and expert company within the industry, such a company seeking to comply with its contractual obligations in full and complying with all Applicable Laws;
1.7 **"Goods"** any goods which the Supplier supplies to Belectric (including any part or parts of them) under a Contract;
1.8 **"Legislation"** the GDPR and all Applicable Laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
1.9 **"Order"** Belectric's written instruction to supply the Goods and/or Services, including a Belectric purchase order;
1.10 **"Personal Data", "Controller"** and **"Processor"** shall have the meanings afforded by the GDPR;
1.11 **"Belectric"** Belectric Solar Ltd or any other company within the Belectric Group with whom the Supplier contracts in accordance with these conditions;
1.12 **"Belectric Group"** Belectric and from time to time Parent Undertakings and all Subsidiary Undertakings of Belectric, and all Subsidiary Undertakings of any Parent Undertakings of Belectric as such terms are defined in section 1162 of the Companies Act 2006;
1.13 **"Services"** any services which Belectric receives from the Supplier (including any part of them) under a Contract;
1.14 **"Standards"** Belectric standards and any other standards or national or EU standards on components materials including COSHH and similar together with any other standards that may be appropriate from time to time, and which may be available to the Supplier upon request from Belectric;
1.15 **"Supplier"** the person, firm or company who accepts Belectric's Order for Goods and/or Services;
1.16 **"Supplier Personnel"** means the employees, staff, other workers, agents and consultants and subcontractors who are engaged by the Supplier (or by any of the Supplier's consultants, agents, contractors or subcontractors) from time to time to supply the Goods/Services or are otherwise engaged in performance of the Contract.
1.17 **"TUPE"** the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);
1.18 **"Working Day"** means any day (not being a Saturday, Sunday, bank or public holiday in England).

- 2.1 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.2 A reference to one gender includes a reference to the other gender.
- 2.3 Headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

- 2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which Belectric is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of any and all other terms or conditions.
- 2.2 Any quotation or other submission from the Supplier shall be deemed to be an offer to Belectric to supply Goods and/or Services subject to these conditions. No agreement to supply shall be binding on Belectric until Belectric expressly accepts such an offer by issue of a Belectric purchase Order or other express written agreement of Belectric signed by an Authorised Signatory.
- 2.3 No previous oral or written representation or terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification, delivery note, invoice or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.4 These conditions apply to all Belectric's purchases unless varied upon the express written agreement of Belectric signed by an Authorised Signatory.

3. SUPPLIER OBLIGATIONS

- 3.1 The Goods shall be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the Order specification and/or patterns and bodywork instructions, supplied or advised by Belectric to the Supplier. All Goods and packaging must comply with all applicable statutory and regulatory provisions and environmental standards.
- 3.2 The Services shall conform with the Order specification and the Supplier shall use reasonable skill and care in providing the Services in accordance with best industry practices and standards. The Services shall comply with all applicable statutory and regulatory provisions.
- 3.3 Belectric's rights under these conditions are in addition to the statutory conditions implied in favour of Belectric by the Sale of Goods Act 1979 and/or the Supply of Goods and Services Act 1982.
- 3.4 At any time prior to delivery of the Goods, Belectric shall have the right to inspect and test the Goods. If Belectric believes that the Goods are unlikely to conform with the Order or to any applicable specifications, patterns or Standards Belectric shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. The Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 3.5 The Supplier shall ensure that the Goods are accompanied by all instructions and technical documentation relating to the Goods in a clear and sufficiently detailed format as is necessary in order to enable Belectric to install, start up, operate and maintain (including repair) the Goods.
- 3.6 The Supplier shall, on request by Belectric, provide all relevant Health and Safety and other documentation.
- 3.7 The Supplier shall permit Belectric or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to inspect and test the Supplier's premises and activities and those of its agents, subsidiaries and sub-contractors and comply with all reasonable requests or directions by Belectric to enable Belectric to verify and procure that the Supplier is in full compliance with its obligations under the Contract. If the Supplier is found not to be in compliance with its obligations under the Contract, the Supplier shall bear all direct or indirect costs of any such audit/inspection.

4. WARRANTIES

- 4.1 Without prejudice to other remedies under the Contract, in law or otherwise, the Supplier warrants to Belectric:
4.1.1 that the Goods delivered will retain the characteristics required by condition 3.1 of these general terms for its normal working life, or if less, a period of two years after delivery;
4.1.2 that the Supplier will bear the costs of repair, modification or replacement of these Goods if it appears during the period referred to in condition 4.1.1 that any such repair is necessary to make them conform with the Order including the reimbursement of Belectric for any direct, indirect or consequential damages, including but not limited to dealer charges, costs arising pursuant to any warranty that Belectric has issued, or due to service, retrofit or product recall campaigns Belectric undertakes in response to any failure of the Goods in accordance with this condition 4.
4.2 The warranty shall not extend to fair wear and tear, misuse or any incorrect assembly by Belectric.

5. DELIVERY

- 5.1 Delivery shall be made, between 9am and 5pm on Working Days, DDP (in accordance with the latest version of Incoterms issued by the International Chamber of Commerce) to Belectric's place of business or such other place of delivery as is agreed by Belectric in writing prior to delivery.
- 5.2 The date for delivery shall be specified in the Order or, if no such date is specified, then delivery shall take place within 7 days of the Order. Time shall not run unless the Supplier or its subcontractors are notified in writing of the date.
- 5.3 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.4 If the Goods and/or Services are not delivered or performed on the due date then, without prejudice to any other rights which it may have, Belectric reserves the right to:
5.4.1 cancel the Contract in whole or in part;
5.4.2 refuse to accept any subsequent delivery or performance which the Supplier attempts to make.
5.4.3 recover from the Supplier or its subcontractors any reasonable expenses incurred by Belectric in remedying the defect or obtaining the Goods and/or Services in substitution from another supplier; and
5.4.4 claim damages for any additional costs, loss or expenses incurred by Belectric including any sums due under clause 5.1 above which are in any way attributable to the Supplier's failure to deliver or perform on the due date.
5.5 If the Supplier requires Belectric to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to Belectric and any such packaging material shall only be returned to the Supplier at the Supplier's cost.
5.6 Where Belectric agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Belectric at its option to treat the whole Contract as repudiated.
5.7 If the Goods are delivered to Belectric in excess of the quantities ordered Belectric shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

- 5.8 Belectric shall not be deemed to have accepted the Goods until it has had five Working Days to inspect them following delivery. Belectric shall also have the right to reject the Goods as though they had not been accepted for five Working Days after any latent defect in the Goods has become apparent.

6. TITLE

- 6.1 Title in Goods shall pass to Belectric upon delivery.

7. RISK

- 7.1 Without prejudice to clause 6.1, the Goods shall remain at the risk of the Supplier until delivery to Belectric is complete (including off-loading and stacking).

8. PRICE AND PAYMENT

- 8.1 The price of the Goods and/or Services shall be stated in the Order and shall be exclusive of value added tax but inclusive of all other charges. Prices are firm, and fixed for the duration of the Contract and shall not be adjusted in line with an index or exchange rate or otherwise.
8.2 No variation in the price nor extra charges shall be accepted by Belectric.
8.3 Belectric shall pay the price of the Goods and/or Services within 30 days from whichever date is the later of the delivery date of the Goods and/or Services to Belectric and the date of invoice. Time for payment shall not be of the essence of the Contract. Invoices shall be raised on or after delivery and must quote Belectric's relevant Order number. Interest on late payments shall be 3% over Barclays Bank base rate.
8.4 Without prejudice to any other right or remedy, Belectric reserves the right to set off any amount owing at any time from the Supplier to Belectric against any amount payable by Belectric to the Supplier under the Contract.

9. CONFIDENTIALITY AND DATA

- 9.1 The Supplier undertakes to keep confidential and not disclose to any third party any information of a confidential nature disclosed to the Supplier by Belectric under a Contract (including but not limited to any specifications, inventions, processes, initiatives, technical or commercial know how, product planning, prices, volume forecasts) without the prior written approval of Belectric, except as may be required by law.
9.2 Belectric may disclose Confidential Data to any legal entity within the Belectric Group.
9.3 The Parties acknowledge and agree that the only type of Personal Data that shall be Processed in connection with this Contract (and each Order as applicable) are: (i) the names and contact details of relevant personnel of Belectric and the Supplier's Personnel; and (ii) any other Processing of Personal Data as agreed in writing between the parties. All such Processing shall be carried out only to the extent and duration necessary for the purposes of supplying the Goods/Services and the management and administration of this Contract and in accordance with these contract terms.
9.4 If and to the extent the Supplier or any of the Supplier's Personnel processes Belectric's Personal Data, the Supplier shall (and shall ensure that all Supplier Personnel shall):
9.4.1 comply with all Legislation and shall not, by its act or omission, cause Belectric or any company in the Belectric Group to breach any Legislation;
9.4.2 comply with the provisions set out in Article 28 of the GDPR (together with any provisions referenced therein) which shall have effect as obligations on the Supplier as if set out in full in this Contract, and (to the extent Belectric Personal Data is shared and processed) the expressions 'Controller' and 'Processor' used in those provisions and incorporated in those agreements pursuant to this clause shall in respect of Belectric's Personal Data be deemed references to Belectric and the Supplier respectively;
9.4.3 Process Belectric's Personal Data only on behalf of Belectric;
9.4.4 not otherwise modify or amend or alter the contents of Belectric's Personal Data;
9.4.5 not disclose or permit the disclosure of any of the Personal Data to any third party (including the data subject itself) unless specifically authorised in writing by Belectric;
9.4.6 ensure that only employees of the Supplier who need to have access to the Personal Data for performance of the Contract are granted access to such data;
9.4.7 provide Belectric with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data and provide Belectric with any information requested by Belectric to assist it; and
9.4.8 not transfer Personal Data outside the European Economic Area without the prior written consent of Belectric.
9.5 The Supplier shall at all times comply with Good Industry Practice relating to data protection and implementation and maintenance of back-up systems. The Supplier shall provide to Belectric at any time on request a detailed written description of the technical and organisational measures in place to protect Personal Data. The Supplier shall notify Belectric immediately (and in any event within 6 hours) if it suspects or becomes aware of any actual, threatened or potential breach of security of Belectric's Personal Data and shall ensure all such notices include full and complete details relating to such breach.
9.6 The Supplier shall indemnify Belectric and the Belectric Group against all and any losses, liabilities, damages, costs (including legal fees) or other fees on a full indemnity basis) and expenses arising out of or in connection with any breach by the Supplier of this condition 9 including, in each case, all amounts paid or payable by Belectric to a third party which would not have been paid or payable if the Supplier's breach of this clause had not occurred, except to the extent that such liabilities have arisen directly from Belectric's reasonable instruction. This indemnity shall not be limited by any other clause of this Contract.
9.7 This condition 9 shall survive termination howsoever arising.

10. BELECTRIC'S INTELLECTUAL PROPERTY

- 10.1 Materials, equipment, tools, dies, moulds and all documentation (copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data) supplied by or made available by Belectric to the Supplier shall at all times be and remain the exclusive property of Belectric.
10.2 Neither party shall use the trade names, trade mark and other registered or unregistered designs, names, or logos of the other without the other party's prior written consent.
10.3 All patents, trademarks, service marks, registered designs, utility models, unregistered designs, copyright (including copyright in drawings, plans, specifications, designs and computer software), data base rights, rights in inventions, business or trade names (including internet domain names and e-mail addresses) rights in confidential information and trade secrets and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including the right to apply for registration and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights whatsoever arising during the course of the Contract including without limitation any information developed jointly by the parties or by the Supplier during the course of or for the purpose of providing the Services or developing the Goods ("Service IPR") shall belong to and upon creation vest solely and absolutely in Belectric.
10.4 To give effect to Condition 10.3 the Supplier with effect from the date of the Contract assigns to Belectric with full title guarantee and free from all encumbrances, all of the right, title and interest in all the present and (to the extent that future rights are capable of assignment) future Service IPR together with all the rights, powers and benefits arising or accrued from them. To the extent that future Service IPR comes into existence to hold such Service IPR on trust for Belectric and assign to Belectric with full title guarantee and free from all encumbrances all of the right, title and interest in such Service IPR together with all the rights, powers, benefits arising or accrued from them.
10.5 The Supplier shall at the discretion and request of Belectric execute any further documents, forms and authorisations and perform any such acts as may be reasonably required to enable Belectric to secure or further transfer full legal title to the Service IPR and to secure the benefits of the rights assigned in this condition 10 and to obtain registered protection in respect of the Service IPR.

11. TERMINATION

- 11.1 Belectric shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and Belectric shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
11.2 Belectric may, without notice terminate the Contract forthwith if:
11.2.1 the Supplier commits a material breach of any of the terms and conditions of the Contract or fails to remedy any other breach after reasonable notice to do so; or any distress, execution or other process is levied upon any of the assets of the Supplier or the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier or the Supplier ceases or threatens to cease to carry on its business or

- 11.2.2 the financial position of the Supplier deteriorates to such an extent that in the opinion of Belectric the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 11.2.3 the Supplier breaches condition 16 in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.
- 11.3 The termination of the Contract, however arising, is without prejudice to the rights and duties of Belectric accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be in force notwithstanding termination.

12. REMEDIES AND INDEMNITY

- 12.1 Without prejudice to any other right or remedy which Belectric may have, if any Goods are not supplied or Services not performed in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Belectric may at its discretion, whether or not any part of the Goods and/or Services have been accepted by Belectric:
12.1.1 rescind the Order;
12.1.2 reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and require a full refund to be paid forthwith by the Supplier;
12.1.3 require the Supplier at its expense to either remedy any defect in the Goods or performance of the Services or to supply replacement Goods and/or carry out any works necessary work to ensure that the terms of the Contract are fulfilled;
12.1.4 refuse to accept any further deliveries of the Goods and/or further performance of the Services but without any liability to the Supplier;
12.1.5 carry out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the Contract; and
12.1.6 claim such damages (whether resulting from direct, indirect or consequential loss (including without limitation, loss of profit) as may have been sustained in consequence of the Supplier's breach of the Contract.
12.2 The Supplier shall indemnify Belectric against all liabilities losses, damages, injury, costs, interest and expenses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of business, loss of reputation, pure economic loss and all interest, penalties, legal and other professional fees and expenses) and judgements awarded against or incurred or paid by Belectric as a result of or in connection with:
12.2.1 defective workmanship, quality or materials, defective products in breach of the Consumer Protection Act 1985 or the General Product Safety Regulations 2005;
12.2.2 an actual or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods;
12.2.3 any breach by the Supplier of conditions 15 or 16; and
12.2.4 a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier, its agents or subcontractors including where such breach or negligence causes death, personal injury or property damage.
12.3 Each party's total liability arising from or in connection with the Contract shall not exceed the price payable for the Goods and/or Services in accordance with its terms except for liability under this condition 12.2 and where otherwise liability cannot be limited by law.

13. ASSIGNMENT

- 13.1 The Supplier shall not be entitled to assign or subcontract the Contract or any part of it without the prior written consent of Belectric. In the event such consent is granted, the Supplier shall not set the existence of a sub-contract as a defence to any legal proceedings and shall be responsible for all acts and omissions of its sub-contractors or assignors as though they were its own.
- 13.2 Belectric may assign the Contract or any part of it to any person, firm or company.

14. TUPE

- 14.1 Unless agreed in advance in writing by Belectric no supply or change of supplier now or in the future is intended to transfer any employees from the Supplier or any third party to Belectric or Belectric's suppliers or contractors. If any transfer takes place under TUPE, or otherwise without our prior agreement, the Supplier shall fully indemnify Belectric against all costs, claims and other expenses of any nature arising from such transfer.

15. CORRUPTION AND ANTI BRIBERY

- 15.1 The Supplier and its employees, contractors, advisers and agents will not engage in any conduct which could contravene the Bribery Act 2010 and any Applicable Laws relating to anti bribery and anticorruption and the Supplier will maintain adequate procedures to prevent any such conduct and enforce them where appropriate.

16. MODERN SLAVERY

- 16.1 The Supplier agrees that it shall, and it shall procure that its subcontractors and the Supplier's employees and any other person who performs Services and/or supplies Goods within the Supplier's supply chain for the Supplier in relation to the Contract shall:
16.1.1 comply with all Applicable Laws relating to slavery and human trafficking ("Anti-Slavery Requirements") including the Modern Slavery Act 2015;
16.1.2 not take or knowingly permit any action to be taken that would or might cause or lead Belectric to be in violation of any Anti-Slavery requirements;
16.1.3 at Belectric's request and cost, provide Belectric with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with the Anti-Slavery Requirements.
16.2 The Supplier represents warrants and undertakes to Belectric that neither it nor any other person in its supply chain (including those referred to in condition 16.1) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded or child or forced labour within its supply chain.
16.3 The Supplier shall ensure that it (and its Supplier Personnel) conforms with the guidelines and best practices of the UN Global Compact and the Code of Conduct for Belectric and its Supply Chain available at https://belectric.com/wp-content/uploads/2023/03/BELECTRIC_Code-of-Conduct.pdf.

17. FORCE MAJEURE

- 17.1 Belectric reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods and/or Services ordered if it or the Supplier is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Belectric or the Supplier, provided that such circumstances are beyond that party's control, which such Party could not reasonably have provided against before entering into the Contract, which, having arisen, such Party could not reasonably have avoided or overcome, and which is not substantially attributable to the other Party including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (not relating specifically to either party's workforce). The party claiming force majeure must use best endeavours to overcome the circumstances and notify the other party within 14 days of becoming aware or when he should have become aware of the event. If not, that party will not be entitled to any deferral of the delivery date or alteration of the Contract terms as a result.

18. GENERAL

- 18.1 Each right or remedy of Belectric under the Contract is without prejudice to any other right or remedy of Belectric whether under the Contract or not.
- 18.2 Any provision of the Contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions.
- 18.3 Failure or delay by Belectric in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 18.4 The Supplier shall be entitled to assign its rights to receive payments pursuant to this Contract.
- 18.5 Any waiver by Belectric of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 18.6 The parties to the Contract do not intend that any term of it shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 18.7 The Supplier shall at all times maintain with a reputable insurance company adequate employers liability, public liability, professional indemnity and other such insurance policies as may be required to cover any and all liabilities arising out of the provision of the Goods and/or services. Belectric may request appropriate certificates to evidence such insurances.
- 18.8 All aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

These terms and conditions are available upon request.
02/06/2023

