

**FIDRA STANDARD TERMS AND CONDITIONS FOR THE
SUPPLY OF GOODS AND/OR SERVICES
(THORPE MARSH GREEN ENERGY HUB LIMITED)**

1. Scope of application

These terms and conditions shall apply to the provision of all goods and services detailed in the purchase order, quotation, proposal, offer or other document to which these terms and conditions are attached or in which they are referenced ("**Purchase Order**") by the supplier whose details are set out in the Purchase Order (the "**Supplier**") and Thorpe Marsh Green Energy Hub Limited, a company incorporated in England and Wales (company number 14403918) and having its registered office at 20 St. James's Street, 7th Floor, London, United Kingdom, SW1A 1ES (the "**Client**").

The Purchase Order together with these terms and conditions shall form the "**Contract**".

These terms and conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade, custom or course of dealing.

In the event of any inconsistency or conflict between the Purchase Order and these terms and conditions, the specific provisions of the Purchase Order shall prevail only to the extent that the Purchase Order expressly references the specific clause(s) of these terms and conditions being amended. In all other cases, the provisions of these terms and conditions shall prevail.

Any exclusions or variations to these terms and conditions will only be valid if prior written acceptance has been obtained from the Client.

2. Supplier obligations

The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the goods and/or services specified in the Purchase Order (the "**Supply**") to the Client in accordance with the terms of the Contract.

The Supplier shall meet any performance dates for delivery of the Supply specified in the Purchase Order or that the Client notifies to the Supplier. For the avoidance of any doubt, time for the supply of goods and/or services is of the essence of the Contract.

In providing the Supply, the Supplier shall:

- a) co-operate with the Client in all matters relating to the Supply and comply with all instructions of the Client;
- b) perform/provide the Supply with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- d) ensure that the Supply will conform with all descriptions, standards and specifications set out in the Purchase Order, and that any deliverables shall be fit for any purpose that the Client expressly or impliedly makes known to the Supplier;
- e) use high quality goods and materials, conform to the best industry standards and techniques, and ensure

that any deliverables, and all goods and materials supplied and used in the Supply or transferred to the Client, will be free from defects in design, workmanship and installation;

- f) provide any protection from damage, packaging, tools, diagrams, reports, instruction manuals, protocols, documents and any other material and/or human resources necessary to guarantee the provision/performance of the Supply until its completion and to the complete satisfaction of the Client;
- g) obtain and at all times maintain all licences and consents which may be required for the provision of the Supply;
- h) observe all health and safety rules and regulations and any other security requirements that apply at any premises owned, controlled or operated by the Client or any of the Client's group companies, where Supply is being performed;
- i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier ("**Client Materials**") in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose of or use the Client Materials other than in accordance with the Client's written instructions or authorisation; and
- j) not do or omit to do anything which may cause the Client 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 Client may rely or act on the Supply.

Acceptance of the Purchase Order by the Supplier, including the commencement of the Supply, constitutes the agreement by the Supplier, without exception, variation or limitation of the Contract.

3. Compliance with applicable laws and policies

In performing its obligations under the Contract, the Supplier shall comply with (i) all applicable laws, statutes and regulations from time to time in force; (ii) Fidra Energy's Supplier & Supply Chain Principles (current version available at <https://fidraenergy.com/wp-content/uploads/2026/04/Fidra-Supplier-Supply-Chain-Principles-May-25.pdf>); and (iii) all of the Client's business policies as notified to the Supplier from time to time. The Client may immediately terminate the Contract for any breach of this clause by the Supplier.

The Supplier shall implement and maintain appropriate technical and organisational measures to protect all data and systems in connection with the Supply against unauthorised access, loss, disclosure, or damage in accordance with applicable laws and best industry standards.

4. Modification, cancellation

The Client reserves the right to unilaterally modify the specifications under the Purchase Order at any time by means of written notification to the Supplier. The Client

will meet the Supplier's reasonable and demonstrable costs resulting from any such change.

The Client reserves the right to cancel a Contract at no cost to the Client if the Supplier has not issued a written acceptance of the Contract within 15 days of receipt of a Purchase Order.

5. Subcontracting

The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Client. If the Client consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

6. Delivery, transfer of risk

The Supplier shall deliver any goods:

- a) under Delivery Duty Paid (DDP) conditions (Incoterms 2020), where applicable;
- b) to the location specified in the Purchase Order; and
- c) during the Client's normal business hours, or as instructed by the Client.

Delivery of goods is completed on the completion of unloading of those goods at the delivery location.

All deliveries will be accompanied by a delivery slip which lists the goods included in the delivery, the quantity of the goods, the Purchase Order number and any other relevant information.

Goods supplied by Supplier shall not be deemed accepted by the Client until they have been checked and Client has confirmed in writing that they comply with the requirements of the Contract. If the Client rejects any goods, they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected goods within a reasonable period after notification of the rejection, the Client may charge the Supplier storage and insurance costs and sell or dispose of the rejected goods. The Client will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the goods, storage and insurance costs and its reasonable costs and expenses in connection with the sale.

Title and risk in the goods shall pass to the Client on completion of delivery.

7. Price

The Client shall pay the price specified in the Purchase Order to the Supplier in consideration for the Supply (the "Price") on completion of the Supply to the Client's satisfaction. The Price:

- a) includes all taxes, charges, encumbrances and fees, except value added tax ("VAT") which the Client shall pay to the Supplier subject to receipt of a valid VAT invoice;
- b) includes insurance, costs of packing and transportation to the specified location, as well as any other conditions included in the Purchase Order; and
- c) includes everything that is the subject of the Contract, as well as anything that is necessary in

order for the Supplier to meet its obligations under the Contract without any exceptions.

Where the Price is fixed it cannot be altered or revised without the express written consent of the Client.

Where applicable, the Supplier shall ensure that its personnel complete time sheets which properly record time spent on any services relevant to the Supply and shall allow the Client to inspect such records at all reasonable times on request.

8. Invoicing and payment

The Supplier shall: (a) state the Purchase Order number on each invoice; and (b) issue electronic invoices to: ap@fidraenergy.com or such other email address as notified by the Client from time to time.

Invoices shall contain details of the supply amount and any VAT, along with the VAT registration number of the Supplier.

The Client shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Notwithstanding the foregoing, the Client reserves the right to return the invoice to the Supplier when the Supplier does not:

- a) comply with applicable law or the terms of this clause 8; or
- b) provide/perform the Supply in the condition or to the standard stipulated in the Contract.

Return of the invoice will cause the original payment period of the invoice to be null and void.

If the Client fails to make a payment by the due date the statutory interest rate shall not apply. The Supplier shall apply interest of 4% per annum above the base lending rate of Bank of England, accruing monthly, from the due date up to and including the date of actual payment.

The Client may at any time, without notice to the Supplier, set off any liability of the Supplier to the Client against any liability of the Client to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Client of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual property

For the purposes of the Contract:

- "Deliverables" means any outputs of the Supply and any other documents, products and materials provided by the Supplier to the Client in relation to the Supply (excluding the Supplier's equipment or materials) in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts); and
- "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights

to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Unless otherwise expressly stated in the Purchase Order, all Intellectual Property Rights in or arising out of or in connection with the Supply (other than Intellectual Property Rights in any Client Materials) shall be owned by the Supplier. The Supplier acknowledges that all rights in the Client Materials are and shall remain the exclusive property of the Client.

The Supplier grants to the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence (with the right to sublicense) to use, copy and modify any Deliverables (excluding Client Materials) for the purpose of receiving and using the Supply and any Deliverables.

The Client grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable, non-sublicensable licence to use any Client Materials for the term of the Contract and solely for the purpose of providing the Supply to the Client.

The Supplier shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any claim made against the Client for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply, use or receipt of the Supply under this Contract (excluding the Client Materials).

10. Guarantees

The Supplier guarantees the Supply for a period of two years from their acceptance by the Client, for any deficiencies, manufacturing defects or operating malfunctions that may appear and, on its own account and at its own expense, will proceed to repair or replace the goods and reperform the services (as the case may be) at the option of the Client.

Guarantees for goods that have been repaired or replaced or services reperformed will have the same guarantee period as that established in the previous paragraph, starting from the date of completion of the replacement or repair of goods or reperformance of the services.

If the Supplier fails to perform the repair, the replacement or reperformance required by the Client, the Client may have this completed directly or by means of a third party, with all expenses paid by the Supplier and without this having any effect on the guarantee. In this case, the

Client shall set off any costs of the same from any outstanding amounts due to the Supplier.

11. Liability

The Supplier will be liable to the Client for its own acts, and those of its employees, workers, agents, those of any third parties under its responsibility (including subcontractors), partners, directors or officers for all losses, damages, costs or expenses, including financial damages, personal injury and property damage, occasioned to the Client or to its workers, property, assets or rights during the performance of the Contract. Damages include those that may be caused by acts and omissions, as well as undue and inadequate performance while executing the Contract.

The Supplier shall indemnify and hold harmless the Client from and against all liabilities, losses, damages, expenses, fines or penalties incurred by the Client in relation to any breach of the Supplier's obligations under the Contract.

12. Rights and remedies

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

13. Term

This Contract will become effective on the date of execution of the Purchase Order and shall remain in force until the later of: (i) the date indicated on the Purchase Order; and (ii) the expiry of any period of guarantee pursuant to clause 10.

14. Termination

Without affecting any other right or remedy available to it, the Client may terminate the Contract with immediate effect by giving notice to the Supplier if:

- a) the Supplier fails to comply with any of the provisions of the Contract;
- b) the Supplier fails to comply with applicable law;
- c) the Supplier fails to meet the quality and/or qualifications outlined in the Contract;
- d) the Supplier fails to comply with good industry practice;
- e) the Supplier is an individual or partnership and the Supplier becomes subject to bankruptcy proceedings;
- f) the Supplier is a company and the Supplier becomes subject to an administration order, winding up proceedings, or a receiver is appointed over the whole or any part of the assets of the Supplier;
- g) the Supplier ceases or threatens to cease trading or becomes insolvent or the Client has reasonable grounds to believe that such circumstances exist; or
- h) the Client considers, acting reasonably, that the Supplier has committed a breach of clause 18.

The Client may terminate the Contract for convenience by giving not less than two (2) weeks' notice to the Supplier.

On termination of the Contract, the Supplier shall immediately deliver to the Client all Deliverables whether

or not then complete and return all Client Materials. If the Supplier fails to do so, then the Client may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. Force majeure

Neither party shall be liable to the other for any failure or delay to perform their obligations to the extent that such a failure or delay is caused by unforeseeable circumstances beyond the control of the affected party, which could not be avoided by taking reasonable precautions or steps to mitigate the effect, and which make it impossible for the party to perform its obligations under the Contract.

If any such event prevents the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 days, the Client may terminate this Contract immediately by giving written notice to the Supplier.

16. Insurance

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force all insurances as necessary to cover its legal liabilities to the Client and to third parties in respect of its activities under this Contract.

17. Confidentiality

The parties shall keep all information (including information relating to the business, operations, customers, suppliers, plans, processes, products, pictures, formulae, trade secrets or know-how) received from the other party confidential. Such confidential information should only be disclosed to its employees, workers, officers, representatives, directors, partners, agents, advisers and subcontractors when necessary in order for the party in receipt of the confidential information to carry out that party's obligations under the Contract, on the basis that it informs those recipients of the confidential nature of the information before it is disclosed, and procures that those recipients comply with the obligations in this clause 17 as though it were the original recipient.

18. Anti-bribery

The Supplier shall:

- a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-

corruption in force from time to time including but not limited to the Bribery Act 2010 and the Criminal Finances Act 2017 (the "**Relevant Requirements**");

- b) comply with the Client's anti-bribery and anti-corruption policies, in each case as the Client may update them from time to time;
- c) establish, maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
- d) notify the Client (in writing) as soon as reasonably practicable if it becomes aware of any breach of clause 18(a), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of the Contract.

For the purpose of this clause, the meaning of "**adequate procedures**" shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).

Additionally, the Supplier grants to the Client a right to request reasonable information, regarding the goods provided or services performed under this Contract and related expenditures by the Supplier and shall provide access to all relevant records.

19. Data protection

For the purposes of this clause:

- the terms: "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**processing**" and "**appropriate technical and organisational measures**" shall have the meanings given to them the Data Protection Legislation; and
- "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("**UK GDPR**"), the Data Protection Act 2018 (and regulations made thereunder) and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)).

The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Supplier is the Processor.

The Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- a) process that Personal Data only on the documented written instructions of the Client unless the Supplier is required by applicable law to otherwise process that Personal Data;
- b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of

technological development and the cost of implementing any measures;

- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - i. the Supplier has provided appropriate safeguards in relation to the transfer;
 - ii. the Data Subjects have enforceable rights and effective legal remedies;
 - iii. the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. the Supplier complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- e) assist the Client 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, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- f) notify the Client without undue delay on becoming aware of a Personal Data Breach;
- g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiry of the Contract unless required by applicable law to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate its compliance with this clause and immediately inform the Client if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

The Client does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

20. Waiver

No failure or delay by the Client to exercise a right or remedy shall constitute a waiver of that or any other right or remedy or restrict further use of that right or remedy.

21. Assignment

The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Client's prior written consent. This restriction shall not apply to the Client who shall be entitled to assign, transfer, charge, subcontract or deal in any manner with its rights and obligations under the Contract without restriction.

22. Severance, amendments

If any provision or part of a provision of the Contract is or becomes invalid, illegal or unenforceable, that provision or part-provision shall be deemed to be removed from the Contract. The validity and enforceability of the remainder of the Contract shall not be affected.

Any and all amendments to the Contract shall only be made with the written consent of the Client. Any other amendments or variations shall be null and void.

23. Notices

Any notice given to a party under or in connection with this Contract shall be in writing and shall be: delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the email address(es) specified for notices in the Purchase Order for the Client and the Supplier respectively.

Any notice shall be deemed to have been 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 day after posting;
- c) if sent by email, at the time of transmission, or if this falls outside normal business hours in the place of receipt, when the relevant business hours resume.

This clause does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

24. Third party rights

Unless it expressly states otherwise, these terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce or otherwise invoke any term of this Contract.

25. Governing law, jurisdiction

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

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