

Allam Power Limited

Terms and Conditions for the Supply of Goods

The Customer's attention is particularly drawn to the provisions of clause 10 (Liability).

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions.

Definitions:

- Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Commencement Date has the meaning given in clause 2.2.
- Conditions means these terms and conditions as amended from time to time in accordance with clause 14.10.
- Contract means the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.
- Customer means the person or firm who purchases the Goods from the Supplier as set out in the Order.
- Delivery Location has the meaning given in clause 4.1.1 or shall be such alternative address as may be agreed between the parties in writing.
- Force Majeure Event has the meaning given to it in clause 13.
- Goods means the goods (or any part of them) set out in the Quotation or as otherwise agreed in writing between the parties.
- Goods Specification means the Supplier's or (where applicable) the relevant manufacturer's standard specification for the Goods, including any relevant plans and drawings, or such alternative specification for the Goods as is set out in the Quotation or agreed in writing between the parties.
- Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.
- Legislation means any statute, statutory provision or subordinate legislation or any mandatory rules or guidance issued by any regulatory body having jurisdiction over the applicable party (including but not limited to in relation to anti-bribery, fair competition, product, and environmental regulations).
- Order means the Customer's order for the supply of Goods, as set out in the Customer's unqualified written acceptance of the Quotation.
- Payment Schedule means, where applicable, any payment schedule set out in the Quotation or otherwise agreed in writing between the parties.
- Quotation means the Supplier's quotation document addressed to the Customer which is attached to or enclosed with these Conditions.
- Supplier means Allam Power Limited, registered in England and Wales with company number 02708090, whose registered office and principal place of business is at Wyke Way, Melton West Business Park, Melton, Hull, HU14 3BQ.

Interpretation:

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a party includes its successors and permitted assigns.
- 1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted from time to time, and includes all subordinate legislation made under that legislation or legislative provision from time to time.
- 1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

- 1.6 A reference to writing or written excludes fax but not email.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with the Contract (including these Conditions).

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order, at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any illustrations and descriptions of the Goods contained in the Supplier's catalogues, brochures or other sales literature, in each case are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.5 The Quotation, and any other quotation given by the Supplier, shall not constitute an offer and is only valid for a period of 30 days from the date of issue (or, where a Quotation is issued to the Customer and refers to an alternative validity period, for such validity period as is set out in that Quotation).

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer.

2.7 The Customer acknowledges and agrees that in the event that the Customer follows or acts upon any advice or recommendation given to the Customer or any of the Customer's employees or agents by the Supplier or by any employee or agent of the Supplier, in relation to the storage, application or use of the Goods or otherwise in connection with the Goods, in each case which is not confirmed in writing by a duly authorised representative of the Supplier, then the Customer shall do so entirely at its own risk and (subject to clause 10.3) the Supplier shall not be liable for any related consequences of the same.

2.8 The Customer should ensure that it has read and understood these Conditions and the terms of the Contract before placing an order with the Supplier or accepting a quotation from the Supplier for Goods, as they contain terms upon which the Supplier intends to rely. In particular the Customer acknowledges and agrees that, for all Contracts:

2.8.1 the existence of any ongoing or pending warranty claim(s) or complaint(s) against the Supplier or any relevant manufacturer relating to the Goods or to any other product(s) previously supplied by or agreed to be supplied by the Supplier to the Customer, shall not entitle the Customer to any reduction in the price payable by the Customer to the Supplier or to otherwise withhold payment from the Supplier for the Goods supplied under the Contract (unless the Customer has a valid court order requiring an amount equal to such reduction or withholding to be paid by the Supplier to the Customer);

2.8.2 in order for the Supplier to be able to comply with its obligations in connection with the supply of the Goods under the relevant Contract (including in respect of delivery), the Supplier may be required to take steps to begin the process of fulfilling the Order immediately following the Commencement Date;

2.8.3 the Customer shall therefore not have any right to cancel any Order following the time at which the Supplier has accepted that Order as mentioned in clause 2.2 above; and

2.8.4 in the event that the Customer attempts to cancel the Order or refuses to accept delivery of the Goods following the time at which the Supplier has accepted the Order as mentioned in clause 2.2 above, the Supplier may terminate the Contract immediately by giving written notice and may further charge the Customer (and the Customer shall pay on demand following receipt of a related invoice from the Supplier) for any and all Goods subject of the relevant Contract;

2.8.5 the Customer hereby acknowledges and agrees that the Supplier shall be entitled to apply any previous payments made by the Customer to the Supplier under the Contract, as payment or part payment of any sums due from the Customer to the Supplier under clause 2.8.4 above.

3. The Goods

3.1 The Goods are described in the Goods Specification.

3.2 To the extent (if any) that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification:

3.3.1 if required by any applicable statutory or regulatory requirement;

3.3.2 in the event and to the extent that any part(s) or component(s) of any relevant Goods are not available or cease to be available to the Supplier, by (i) supplying alternative part(s) and component(s) which may not be identical to the unavailable part(s)/component(s) provided that in such circumstances the Supplier shall ensure that the relevant replacement part/component is equivalent in all material respects, and (ii) by making any reasonable adjustments to the Goods Specification to account for the use of any such replacement part(s)/component(s); and

3.3.3 in any case where the Goods are to be manufactured in accordance with a Goods Specification supplied by anybody other than the Customer, in any other way provided that the amendment will not materially affect the nature or quality of the relevant Goods,

and in each case the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

4.1 Unless otherwise agreed in writing between the parties:

4.1.1 delivery of the Goods shall take place at the corresponding delivery location specified in the Quotation ("the Delivery Location") and shall be supplied on the basis of the corresponding Incoterm set out in the Quotation; and

4.1.2 the Supplier shall deliver the Goods to the Customer by making the Goods available to the Customer (or the Customer's carrier) for collection at the Delivery Location in accordance with the delivery schedule set out in the Quotation (and the Customer shall be responsible for the loading of the delivered Goods onto the Customer's (or the Customer's carrier's) vehicle).

4.2 Unless otherwise agreed in writing between the parties (in which case delivery of the Goods shall be completed at such time and in such manner as is agreed in writing between the parties), delivery of the Goods shall be completed on the completion of the Goods (i) being made available to the Customer at the Delivery Location for loading (where the Delivery Location is the Supplier's premises) or (ii) being made available to the Customer for unloading (where the Delivery Location is anywhere other than the Supplier's premises).

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 The quantity and quality of any consignment of Goods as recorded by the Supplier on despatch from the Supplier's place of business shall be conclusive evidence of the quantity and quality received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

4.5 The Supplier shall not be liable for any non-delivery of Goods (even if caused by the Supplier's negligence) unless the Customer gives written notice to the Supplier of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 The Customer acknowledges and agrees that:

4.7.1 Where the Delivery Location is anywhere within the United Kingdom, if the Customer fails to take delivery of the Goods when delivery is attempted by the Supplier or the Supplier's carrier, then except where such failure is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at the time of attempted delivery by the Supplier or the Supplier's carrier (as the case may be); and

(b) the Supplier shall store the Goods until the Customer takes physical possession of the Goods and the Supplier shall charge the Customer for all related costs and expenses (including insurance); and

4.7.2 Where the Delivery Location is anywhere outside the United Kingdom, the Customer shall solely be responsible for (and shall reimburse the Supplier on demand in respect of) any and all expenses arising as a result of or in connection with any delays affecting delivery of the Goods at the relevant Delivery Location (except to any extent that any such delays are caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods).

4.8 In the event that (a) the Delivery Location is anywhere within the United Kingdom and (b) the Customer has not taken physical possession of the Goods within five Business Days following the day on which the Customer failed to take delivery of the Goods when delivery was first attempted by the Supplier or the Supplier's carrier, then the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 The Supplier warrants that on delivery the Goods shall:

5.1.1 conform in all material respects with the Goods Specification; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 The Customer agrees that it is solely responsible for ensuring that the Goods are fit and suitable for the Customer's purposes.

5.3 Subject to clause 5.4, if:

5.3.1 the Customer gives notice in writing of a defect in the Goods to the Supplier within 3 days following delivery or (for latent defects only) within 3 days following the latent defect becoming apparent, that some or all of the Goods do not comply with the warranty set out in clause 5.1; and

5.3.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.4 The Supplier shall not be liable for any Goods' failure to comply with the warranty set out in clause 5.1 if:

5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3;

5.4.2 the defect arises because the Customer failed to follow the Supplier's or any relevant manufacturer's oral or written instructions or training as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

5.4.3 the defect arises as a result of the Customer's breach of any of the Customer's obligations under the Contract (including for the avoidance of doubt clause 7.5 below);

5.4.4 the defect arises because the Customer failed to observe any requirements of the Customer set out in the Quotation;

5.4.5 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

5.4.6 the Customer alters or repairs such Goods without the written consent of the Supplier;

5.4.7 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;

5.4.8 the Goods differ from the Goods Specification as a result of changes made pursuant to clause 3.3 above; or

5.4.9 the Customer has failed to comply with any of its obligations under clause 7.3 below.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 or for any other defects or issues arising in connection with the Goods (provided that the Supplier shall provide reasonable assistance to the Customer in obtaining the benefit of any valid guarantee given by the manufacturer of the Goods).

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and Risk

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the earlier of the following two events:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and all other sums that are or that become due to the Supplier from the Customer under the Contract, in which case title to the Goods shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Goods in accordance with clause 6.4, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

6.3.1 store the Goods separately from all other goods and property held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

6.3.4 notify the Supplier immediately if the Customer becomes subject to any of the events listed in clause 11.1.4 to 11.1.16 of these Conditions; and

6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

- (a) the Goods; and
- (b) the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If at any time before title to any Goods passes to the Customer, the Customer becomes subject to any of the events listed in clause 11.1 below then, without limiting any other right or remedy that the Supplier may have:

6.5.1 the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business shall cease immediately; and

6.5.2 the Supplier may at any time require the Customer to deliver up all Goods in its possession that have not been resold in accordance with the Contract, or irrevocably incorporated into another product, and in each case if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Customer's Obligations

7.1 The Customer shall (at the Customer's expense):

7.1.1 ensure that the terms of the Order, and any information it provides to the Supplier in connection with any or all of the Quotation and the Goods Specification, in each case are complete and accurate;

7.1.2 co-operate reasonably and in a timely manner with the Supplier in all matters relating to the Goods (including for the avoidance of doubt in respect of responding promptly, honestly and accurately in connection with any enquiries made by the Supplier in connection with any of the matters referred to in clauses 7.2 and 7.3 below); and

7.1.3 comply with any requirements of the Customer set out in the Quotation or in the Goods Specification.

7.2 The Customer acknowledges and agrees that:

7.2.1 the Customer's activities in connection with the Goods and/or in connection with the Contract may be subject to export and import control measures specified in Legislation under the jurisdiction of any relevant countries and/or territories which impose prohibitions, restrictions and/or other requirements (including but not limited to economic sanctions, export controls and trade embargoes) in relation to the resale, sale, supply, marketing, use, accessing, distribution and/or sublicensing of the Goods and/or any outputs of the Goods into certain countries and/or territories and/or to certain organisations and individuals (together the "Export Control Requirements");

7.2.2 the Supplier (in connection with the Export Control Requirements) in particular prohibits the direct and indirect use, resale, sale, supply, marketing, delivery, distribution, exporting, re-exporting, transfer or otherwise making available, of the Goods or the outputs of any Goods to any of the destinations listed in Appendix 1 to these Conditions as may be updated by the Supplier from time to time ("Prohibited Territories"), or for use in any Prohibited Territory, or for or on behalf of any government of any Prohibited Territory, or to any legal entity organised under the laws of any Prohibited Territory (in each case regardless of any licensing or approval available by any relevant government authority).

7.3 The Customer shall:

7.3.1 comply with all applicable Export Control Requirements and provide the Supplier with any assistance required by the Supplier in order for the Supplier to obtain or use any related export licence;

7.3.2 (without prejudice to the generality of clause 7.3.1) not directly or indirectly use, resell, supply, market, deliver, distribute, export, re-export or transfer any Goods to or otherwise in connection with any Prohibited Territory (as referred to in clause 7.2.2 above) or otherwise in any manner which contravenes any applicable Export Control Requirements or any other applicable Legislation (including for the avoidance of doubt by reselling any element of the Goods or by selling or supplying any outputs of the Goods into any country or territory, or to any organisation or individual, where such resale or sale is prohibited by any applicable Export Control Requirements); and

7.3.3 notify the Supplier immediately upon the Customer becoming aware of (i) any breach or potential breach by the Customer of clauses 7.3.1 or 7.3.2 above; (ii) any element of the Goods or outputs of the Goods having subsequently been used, resold, sold, supplied, marketed, delivered,

distributed, exported, re-exported, transferred, or otherwise made available in or in connection with any Prohibited Territory or otherwise in breach of any applicable Export Control Requirements or other applicable Legislation; or (iii) (to the extent such notification is legally permitted) any government action or communication relating to the Goods or any outputs of the Goods and applicable Export Control Requirements and Legislation compliance),

and for the avoidance of doubt any breach by the Customer of this clause 7.3 shall automatically be deemed to be a material breach of the Contract by the Customer which is not capable of remedy.

7.4 The Customer shall indemnify and hold harmless the Supplier on demand against all claims, demands, actions, losses, damages, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred by the Supplier as a result of or in connection with any breach by the Customer of clause 7.3 above.

7.5 The Customer agrees that it shall not exhibit the Goods at any exhibition or show, nor shall the Customer be permitted to use the Goods to take part in any trial, race or record attempt, in each case without the Supplier's written consent

7.6 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default") then:

7.6.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Supplier's obligations under the Contract until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

7.6.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.6; and

7.6.3 the Customer shall (i) reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default and (ii) pay on demand to the Supplier (following receipt of a related invoice from the Supplier) the agreed charges for any Goods which were supplied or performed by the Supplier prior to the Supplier exercising its suspension right under clause 7.6.1 above.

8. Charges and Payment

8.1 Subject to clause 8.2, the price for the Goods:

8.1.1 shall be the corresponding price set out in the Quotation or, if there is no Quotation or the Quotation does not include any quoted price for the relevant Goods, shall be the corresponding price for such Goods set out in the Supplier's published price list as at the date of the Order; and

8.1.2 in all cases shall be exclusive of all costs and charges of packaging, insurance, bank interest charges, documentation charges and transport of the Goods, which shall be payable by the Customer in addition at the same time as payment is due for the supply of the relevant Goods.

The prices stated in each Quotation shall be based on the Supplier's corresponding price list as at the date that the relevant Quotation is issued (and the Customer should therefore note that for any future orders based on future quotations for the same type of goods, the prices payable by the Customer for those goods may differ between orders as a result).

8.2 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

8.2.1 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.2.2 any request by the Customer to change the delivery date, quantities or types of Goods ordered, or any part of the Goods Specification; or

8.2.3 any delay caused by any instructions of the Customer in respect of the Goods, or any failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.

8.3 The Supplier shall invoice the Customer as follows:

8.3.1 where the Contract includes a Quotation setting out a specific invoicing arrangement or a specific invoicing arrangement has otherwise been agreed between the Supplier and the Customer in writing, in accordance with the applicable invoicing arrangement; and

8.3.2 in any other case, on or at any time after the Goods have been despatched for delivery.

8.4 Subject to clause 7.6.3, the Customer shall pay all charges for the Goods to the Supplier:

8.4.1 where the Contract includes a Quotation setting out a specific Payment Schedule or a specific Payment Schedule has otherwise been agreed

between the Supplier and the Customer in writing, in accordance with the applicable Payment Schedule; and

8.4.2 in any other case, on demand following the date of the Supplier's related invoice,

in each case in full and (subject to clause 8.5) into cleared funds to a bank account nominated in writing by the Supplier, and in all cases time for payment shall be of the essence of the Contract.

8.5 Where the Customer's registered office or principal place of business is based outside of the United Kingdom then, unless otherwise agreed between the parties in writing, the price of all Goods sold under the Contract (together with any additional charges payable in connection with the Goods under the Contract) shall be secured by an irrevocable letter of credit satisfactory to the Supplier, established by the Customer in favour of the Supplier immediately following the Commencement Date and confirmed by a bank located in London, England acceptable to the Supplier ("the confirming bank"). The letter of credit shall be for the price payable for the Goods in pounds sterling (together with any additional charges payable under the Contract as set out in the Quotation and any tax or duty payable) to the Supplier and shall be valid for the corresponding validity period stated in the Quotation. The Supplier shall be entitled to immediate cash payment on presentation to such confirming bank of the bill of lading, letter of credit, delivery note and any other required documents stated in the Quotation.

8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services (as the case may be).

8.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's other rights and remedies, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.7 will accrue each day at 4% a year 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%.

8.8 Without prejudice to the Supplier's rights under clause 2.8.5, all amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods (other than Intellectual Property Rights in any materials first provided by the Customer) shall, as between the Supplier and the Customer, be owned by the Supplier.

9.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the purposes of the Supplier performing its obligations and exercising its rights under the Contract (with a related right to sub-licence in connection with such purposes).

10. Liability

10.1 The Customer agrees that it is responsible for making its own arrangements for the insurance of any liability which is excluded under the Contract.

10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

10.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

10.3.1 death or personal injury caused by negligence;

10.3.2 fraud or fraudulent misrepresentation; and

10.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

10.4 Subject to clauses 10.3 and 10.5, the Supplier's total liability to the Customer:

10.4.1 subject to clause 10.4.2, for any claim arising under or in connection with the Contract, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall in all circumstances not exceed the price of the Goods the subject of a valid claim; and

10.4.2 in aggregate for any and all claims arising under or in connection with the Contract, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall in all

circumstances not exceed the total price paid or payable by the Customer to the Supplier for the Goods under the Contract.

10.5 Subject to clause 10.3, the Supplier shall not be liable to the Customer for any:

10.5.1 loss of profit;

10.5.2 loss of sales or business;

10.5.3 loss of revenue;

10.5.4 loss of agreements or contracts;

10.5.5 loss of anticipated savings;

10.5.6 loss of use or corruption of software, data or information;

10.5.7 loss of or damage to goodwill; or

10.5.8 type of indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation,

in each case whatsoever (howsoever caused) which arise out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.

10.6 The Supplier has given commitments as to compliance of the Goods with relevant specifications in clause 5 (Quality of Goods). In view of these commitments, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.7 This clause 10 shall survive termination of the Contract.

11. Termination

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

11.1.1 the Customer fails to pay any amount due under the Contract by the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

11.1.2 the Customer commits a material breach of any other term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

11.1.3 the Customer repeatedly breaches any of the terms of the Contract in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;

11.1.4 the Customer 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 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 ("IA 1986") as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

11.1.5 the Customer 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 its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

11.1.6 the Customer applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

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

11.1.8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

11.1.9 (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

11.1.10 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

11.1.11 (being an individual) the Customer is the subject of a bankruptcy petition or order;

11.1.12 a creditor or encumbrancer of the Customer 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;

11.1.13 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1.4 to 11.1.12 (inclusive);

11.1.14 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

11.1.15 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

11.1.16 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

11.2 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Goods under the Contract, and any supplies of goods and/or services under any other contract between the Customer and the Supplier, in each case if (i) the Customer fails to pay any amount due under the Contract on the due date for payment, (ii) the Customer becomes subject to any of the events listed in clause 11.1.4 to 11.1.16, or (iii) the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 11.1.4 to 11.1.16.

12. Consequences of Termination

12.1 On termination of the Contract:

12.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of any Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.1.2 the Customer shall return any and all Goods which have not been fully paid for in accordance with the Contract. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

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

12.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

13. Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (each a "Force Majeure Event") including but not limited to acts of God, extreme or adverse weather conditions, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, natural disaster, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), breakdowns in machinery or other equipment, interruption or failure of utility service (including power failure), acts and omissions of any third party, restraints or delays affecting carriers, or inability or difficulties or delay in obtaining supplies of adequate or suitable materials.

14. General

14.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

14.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

14.3 Each party acknowledges and agrees that:

14.3.1 any notice or communication required or permitted to be given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered (i) by hand, or (ii) by pre-paid first-class post or recorded delivery or commercial courier to the other party's principal place of business (where the other party's principal place of business is in the United Kingdom only), or (iii) by pre-paid international first class post or recorded international delivery or by recorded international commercial courier to the other party's principal place of business (where the other party's principal place of business is not in the United Kingdom); or

(b) sent by email to (where sent to the Supplier) accounts@allam.com and (where sent to the Customer) to a member of the Customer's finance department (or equivalent);

14.3.2 any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice or communication is left at the proper address; or

(b) if sent by pre-paid first-class post or recorded delivery (applies only where the other party's principal place of business is in the United Kingdom), at 9.00 am on the second Business Day after posting; or

(c) if sent by pre-paid international first class post or recorded international delivery (applies only where the other party's principal place of business is not in the United Kingdom), at 9.00 am on the seventh Business Day after posting;

(d) if sent by email on a Business Day prior to 4:00 pm, at the time of transmission and otherwise at 9:00 am on the next Business Day; or

(e) if delivered by commercial courier or by international commercial courier (dependent on the other party's principal place of business location as mentioned in clause 14.3.1 above), on the date and at the time that the courier's delivery receipt is signed;

14.3.3 this clause 14.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.4 If for any reason, any provision or part-provision of the Contract is or becomes invalid, illegal, void, voidable, unreasonable or unenforceable, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 14.4 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.

14.5 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.

14.6 Except as set out in clause 2.6, 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.

14.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

14.8 The Contract constitutes the entire agreement between the parties and supersedes any previous agreements, promises, statements, representations, assurances, warranties and understandings between the parties (whether made innocently or negligently) that are not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.9 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.10 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

14.11 The 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.

14.12 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 the Contract or its subject matter or formation, save that nothing in this clause 14.12 shall limit the right of the Supplier to bring proceedings in any other court of competent jurisdiction.

14.13 In the event of any conflict or inconsistency between these Conditions and any applicable Quotation, then the Quotation shall take precedence to the extent of such conflict or inconsistency.

14.14 The Customer shall not be permitted to use the Supplier's name, or any product branding for the Goods or any other products available from the Supplier, in any promotional materials or any other publication without the Supplier's prior written consent.

Appendix 1

List of Prohibited Territories

Belarus; Crimea and any other territories within Ukraine not controlled by the Ukrainian government; Cuba; Iran; North Korea; Russia; Sudan; Syria; Yemen; and any other country or region prohibited under any sanctions program administered by the United Kingdom, the United States of America or any other relevant government.