

Terms and conditions for the supply of services

1. INTERPRETATION

1.1 Definitions:

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

Charges: the charges payable by the Customer for the supply of the Services in accordance with Condition 5 (Charges and payment).

Commencement Date: has the meaning given in Condition 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with Condition 15.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with Condition 2.2.

Contract Price: shall be the price for the Services as set out in the Supplier's Quotation.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

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

Customer: the person or firm who purchases Services from the Supplier.

Customer Default: has the meaning set out in Condition 4.2.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data 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 of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Force Majeure Event: shall include, but shall not be limited to acts of God, strikes, lock out, accidents, war, civil unrest, terrorism, threat of terrorism, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, government intervention, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, interruption or failure of a utility service, fire, breakdown or plant or machinery or shortage or unavailability of raw materials form a natural source of supply.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright 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.

Order: the Customer's order for Services as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's Quotation, as the case may be.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer in the Supplier Quotation.

Supplier: Lucy Electric Gridkey UK as set out in the Supplier's Quotation.

Supplier Quotation: the relevant quotation document sent by the Supplier in response to the initial enquiry setting out the Services that the Supplier can supply.

Supplier Materials: has the meaning set out in Condition 4.1(h).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 INTERPRETATION:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Services as set out in the Supplier Quotation in accordance with 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 In the event that the Supplier's quotation specifies that the Contract will become effective upon the completion of specific actions to be undertaken by the parties, the Contract shall become binding on the date on which the specific requirements have been met in their entirety.

2.4 The Supplier may rely upon the accuracy of the Customer's information in preparing their quotation. Any resultant variation required to the Supplier's scope of work arising from insufficient or inaccurate Customer's information shall be handled as a Contract amendment and the Contract Price shall be so uplifted.

2.5 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 that is inconsistent with these Conditions

2.6 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.7 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 trade, custom, practice or course of dealing.

2.8 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Customer in accordance with the Supplier's Quotation in all material respects. The Supplier shall be responsible for any Sub-supplier or nominated qualified Representative appointed by the Supplier to perform the Services.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in

the Supplier Quotation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 The Supplier shall have the right to make any changes to the Services that are necessary to comply with any applicable law or regulatory requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.5 The Supplier reserves the right, acting reasonably to amend the Services and any other provisions of these Conditions which it considers necessary, including without limitation where one of the following occurs:

(a) any increase in costs beyond the Supplier's control (including adverse foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials or other manufacturing costs);

(b) where additional work is required as a necessity beyond the defined scope 1) having been excluded in the Supplier's Proposal by defined assumptions or exclusions and or 2) for a variation (whether in accordance to general Civil Works methodology) as a circumstance at site

(c) any modification is required which does not materially affect the nature or performance of the Services; or

(d) if any information or goods provided by the Customer are incorrect, inadequate or the Customer fails to give the Supplier relevant information in a timely manner.

The Supplier shall notify the Customer in writing of the changes that are to be made to the Services in accordance with this Condition 3.5.

3.6 If the Services include repairing the Customer equipment (whether at the Customer's site or otherwise), the price quoted for such repair of equipment is on the assumption that such equipment is capable of repair. If on inspection, this is found not to be the case or the amount of work is more than what was envisaged in the quotation, the Supplier will advise the Customer as soon as reasonably practicable.

3.7 The Supplier shall in its discretion and at its own expense repair, re-do or otherwise make good any defects in the Services that are due to the Supplier's negligence or failure to comply with its obligations under this Agreement provided that any defects are notified to the Supplier by the Customer within 3 months of performance of the relevant Services.

3.8 The remedies set out in Condition 3.7 shall be the Customer's exclusive remedies in respect of any defects in the Services.

3.9 Where the Services include the provision of goods, the terms and conditions for the supply of such goods shall be subject to Lucy Electric Gridkey UK standard terms and conditions of sale of goods as found at www.lucyelectric.com/terms-conditions/

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that the terms of the Order and any information it provides for incorporation in the Specification, including but not limited to site information, are complete and accurate;

(b) co-operate with the Supplier in all matters relating to the Services;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier;

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) prepare the Customer's premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

(g) comply with all applicable laws, including health and safety laws;

(h) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(i) comply with any additional obligations as set out in the Specification.

4.2 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**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) 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 Condition 4.2; and

(c) the Customer shall 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.

5. CHARGES AND PAYMENT

5.1 The Charges for the Services shall be as set out in the Supplier's Quotation.

5.2 Unless otherwise set out in the Supplier's Quotation, the Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.

5.3 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax, or any equivalent sales tax or withholding tax within the country the Services are being provided, chargeable from time to time (**VAT**). Where any taxable supply for VAT or other Governmental fiscal purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of such a valid invoice from the Supplier, pay to the Supplier such additional amounts in respect of taxation as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.4 If the Customer fails to make a payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under Condition 9, the Customer shall pay interest on the overdue sum at the rate of 4% per cent per annum 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%. Such interest shall accrue on a daily basis from the due date until payment of the overdue sum, whether before or after judgment. The Customer shall pay interest together with the overdue amount. This condition shall not apply where the Services are being performed in a jurisdiction

5.5 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). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than

Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to licence such rights to the Customer

6.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in Condition.

6.4 All Supplier Materials are the exclusive property of the Supplier.

6.5 The Customer shall hold the Supplier harmless regarding any claims, losses, damages associated with the infringement of Intellectual Property Rights in any materials provided by the Customer.

7. DATA PROTECTION

7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 7 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Condition 7, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the Data Protection Legislation from time to time in force in the UK and any other law that applies in the UK.

7.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier shall not perform any service for the Customer which involves the transfer and processing of Customer's Personal Data. Where the Supplier is performing the Services at the Customer's premises or any such other location controlled by the Customer, the parties acknowledge that the Supplier may be required to provide Personal Data relating to those of its employees who will be engaged in the performance of the Services. In such event, the Supplier will be the controller of its employee Personal Data and the Customer will be the processor.

7.4 Without prejudice to the generality of Condition 7.1, and pursuant to condition 7.2, the Customer shall, in relation to any personal data processed in connection with the performance by the Supplier of the Services:

(a) process that personal data only as required by Applicable Laws. Where the Customer is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Customer shall promptly notify the Supplier of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Customer from so notifying the Supplier;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Supplier, 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

(d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Supplier has been obtained and the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;

(iv) the Customer complies with reasonable instructions notified to it in advance by the Supplier with respect to the processing of the personal data;

(e) assist the Supplier, at the Supplier's cost, 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; and

(f) notify the Supplier without undue delay on becoming aware of a personal data breach.

7.5 Either party may, at any time on not less than 30 days' notice, revise this Condition 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

8. LIMITATION OF LIABILITY.

8.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.2 Subject to Condition 8.1:

(a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) the Supplier's total liability in aggregate to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Contract Price.

8.3 All terms implied by law are to the fullest extent permitted by law excluded from the Contract. In the case of the Supplier terms implied by sections 3 to 5 of the United Kingdom's Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.4 This Condition 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three (3) months' written notice.

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

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's

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opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 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:

(a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 15 days after being notified in writing to make such a payment; or

(b) there is a change of control of the Customer.

9.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 9.2(a) to Condition 9.2(d), the Supplier's credit control department has placed the Customer's account on 'stop', or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10. CONSEQUENCES OF TERMINATION

10.1 On termination of the Contract:

(a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services 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;

(b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. 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 the Contract.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of 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.

10.3 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.

11 FORCE MAJEURE. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 90 days, the party not affected may terminate this Contract by giving 30 days written notice to the affected party.

12 ASSIGNMENT AND OTHER DEALINGS.

(a) 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.

(b) 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.

13 CONFIDENTIALITY.

(a) Each party undertakes that it shall not at any time at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, or any other information that would regarded by a reasonable business person as confidential, except as permitted by Condition 13(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 13; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14 ENTIRE AGREEMENT.

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is 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.

(c) In the event of a conflict between the terms of the Contract and these Terms and Conditions, the terms of the Contract will prevail.

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

16 WAIVER. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17 SEVERANCE. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

18 NOTICES.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing addressed to that party at its registered office (if a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition and shall be delivered personally, sent pre-paid first class post or other next working day delivery service, commercial courier;

(b) Any notice or communication shall be deemed to have been received if delivered personally when left at the address referred to in Condition 18(a); if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this Condition do not apply to the service of any proceedings or other documents in any legal action.

19 THIRD PARTY RIGHTS.

(a) Unless it expressly states otherwise, 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.

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

20 GOVERNING LAW. 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.

21 JURISDICTION. 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.