

TERMS AND CONDITIONS OF CONTRACT (New Connections)

Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

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

Client: The person for firm who purchases the Goods and / or services from the supplier and whose details are set out in the order.

Conditions: These terms and conditions as amended from time to time in accordance with clause 2.3.

Contract: The agreement between the supplier and the client for the supply and purchase of goods and / or services incorporating these conditions, the quotation, the goods specification, the order and the suppliers written acceptance of the order.

Contract commencement date: Has the meaning set out in clause 2.5

DNO or IDNO: The applicable Distribution Network Operator or Independent Distribution Network Operator.

Energisation: The movement of any switch or the insertion of any fuse or the taking of any other step to enable electrical current to flow to or from the national electricity distribution system to the site or such part thereof and Energise and other cognate expressions shall be construed accordingly.

Force Majeure Event: An event beyond the reasonable control of the supplier including but not limited to strikes, lock outs or other industrial disputes, whether involving the workforce of the supplier or any other party, failure of a utility service or transport network, act of God, War, riot, civil commotion, malicious damage, compliance and any Law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Goods: The goods or any part of them, to be installed at the site (but for which title shall not pass to the client) set out in order.

Goods Specification: Any specification for the Goods, including relevant plans or drawings, agreed in writing by the Client and the Supplier.

Intellectual Property Rights: 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, right to use, and protect the confidentiality of, confidential information (including know-how), 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.

Non-Contestable Works: Means works required to connect the Client's Goods to the host distribution network that can only be carried out by the host DNO or IDNO.

Order: The order for the Goods and Services as submitted by the Client on the Supplier's Quotation Acceptance form.

Price: The price payable for the Goods and Services specified in the Order.

Quotation: The quotation provided by the Supplier to the Client.

Third parties: A person who is not a party to the Contract shall not have any rights to enforce its terms.

Services: The services, including installation of the Goods, to be provided by the Supplier to the Client as set out in the Quotation.

Supplier: Central Power Limited registered in England and Wales with company number 05195903 whose registered office is situated at Unit 1 Great Barr Business Park, Baltimore Road, Birmingham B42 1DY

Supplier Materials: All materials, equipment, documents, and other property of the Supplier used or stored by the Supplier at the Client's premises for the purpose of delivering the Services.

1.2 Constructions. In these Conditions, the following rules apply:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether having separate legal personality)

1.2.2 A reference to a party includes its successors or permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 A reference to writing or written includes faxes and emails when directed to a designated email address.

Basis or contract

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Client. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Client's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions, the Quotation, the Goods Specification, or the Order shall be binding unless expressly agreed in writing and executed by a duly authorized signatory on behalf of the Supplier.

- 2.4 An Order submitted by the Client to the Supplier constitutes an offer by the Client to purchase the Goods and Services in accordance with these Conditions.
- 2.5 The Order shall only be deemed to be accepted when the Supplier issues its first invoice to the Client, at which point, and on which date the Contract shall come into existence (Contract Commencement Date).
- 2.6 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.
- 2.7 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

Delivery of Goods

- 3.1 The Supplier shall supply the Goods described in the Quotation.
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.
- 3.3 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Client that the Goods are ready.
- 3.4 The Goods shall be deemed to have been delivered if
- 3.4.1 delivered by the Supplier, on completion of uploading of the Goods at the Delivery Location; or
 - 3.4.2 delivered by a carrier, on delivery of the Goods by the Supplier to the carrier.
- 3.5 Any dates quoted for delivery of the Goods are approximate only. 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 Client's failure to make the Delivery Location available, prepare the Delivery Location in accordance with the Supplier's instructions, or provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supplier of the Goods.
- 3.6 If the Client fails to accept or take delivery of the Goods within 2 Business Days of the Supplier notifying the Client that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of delivery of the Goods;
- 3.6.1 The Goods shall be deemed to have been delivered at 9.00 am on the 4th Business Day after the day on which the Supplier notified the Client that the Goods were ready; and
 - 3.6.2 The Supplier shall store the Goods until delivery takes place and invoice the Client for all related costs and expenses (including insurance).
- 3.7 If 10 Business Days after the Supplier notified the Client that the Goods were ready for delivery the Client has not taken delivery of them, 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 Client for any excess of the resale price over the Contract price or Invoice the Client for any shortfall for the resale price below the Contract price of the goods.

Title and Risk

- 4.1 Title to the Goods shall never pass to the Client but legal title will pass to the DNO or the IDNO upon their adoption by the DNO or the IDNO or the IDNO in accordance with clause 7 below.
- 4.2 The risk in the Goods shall pass to the Client on delivery.
- 4.3 From delivery and until the Goods have been installed by the Supplier, the Client shall:
- 4.3.1 store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property.
 - 4.3.2 not remove, deface, or obscure any identifying mark or packaging on or relating the Goods.
 - 4.3.3 take all reasonable care of the Goods, keep them in a locked and secure location, and maintain them in the condition in which they were delivered.
 - 4.3.4 insure the Goods (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their price, and (iv) note the Supplier's interest on the policy;
 - 4.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clauses 13.1.3 to 13.1.11; permit the Supplier on reasonable notice to inspect the Goods during the Client's normal business hours; and provide the supplier with such information relating to the Goods as the Supplier may require from time to time.
- 4.4 If, at any time before the installation of the Goods, the Client notified that the Supplier that it has become subject to, or the Supplier reasonably believes that the Client has or is likely to become subject to, any of the events listed in clauses 13.1.3 to 13.1.11, the Supplier may, provide the Goods have not been irrevocably incorporated into another product and without limiting any other right or remedy the Supplier may have, at any time required the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored and recover them.

Supply of Services

- 5.1 The Supplier shall provide the Services to the Client in accordance with the Quotation in all material respects. However, the Supplier shall have the right to make any changes to the Services that are necessary to comply with any applicable law or safety requirements, or that do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in writing in any such event.
- 5.2 The quotation shall specify the location at which the Services are to be performed (Site).
- 5.3 The Services shall be deemed to have been performed on acceptance of the Goods and Services by the DNO, IDNO, or their agent.
- 5.4 The Supplier shall use all reasonable endeavors to meet any performance dates for the Services specified in the Supplier's Quotation, but any such dates shall be estimates only and time performance of the Services shall not be of the essence. Any delay in the performance of one part of the Services shall not entitle the Client to cancel any other part.
- 5.5 The Supplier shall not be liable for any delay in or failure of performance of the Services caused by a Force Majeure Event or the Client's failure to (i) make the Site available or (ii) prepare the site in accordance with the Supplier's instructions.

Client's Obligations

- 6.1 The Client shall, at the Client's cost:
- 6.1.1 ensure that the terms of the Quotation, Order, and (if submitted by the Client) Goods Specification are complete and accurate.
- 6.1.2 co-operate with the Supplier in all matters relating to supply of the Goods and Services.
- 6.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, the Delivery location, the site, office accommodation and other facilities as reasonable required by the Supplier to provide the Services.
- 6.1.4 provide the supplier with such information and materials as the Supplier may reasonably require supplying the Services, and ensure that such information is accurate in all material respects.
- 6.1.5 prepare the Site for the supply of the Services including all necessary groundworks unless contracted to the Supplier in the Quotation.
- 6.1.6 obtain and maintain all necessary licenses, permissions and consents that may be required for the Services before the data on which the Services are to start including, for the avoidance of doubt all legal consents, and legal easements, leases, way leaves, or other legal rights;
- 6.1.7 keep and maintain all Supplier Materials at the Client'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;
- 6.1.8 comply with all requirements of the DNO for the Non-contestable Works and to obtain confirmation from the DNO of its attendance at the Site for the purposes of disconnection and Energisation and its confirmation that relevant capacity is available.
- 6.1.9 enable the Supplier to comply with its obligation under the New Road and Street Works Act 1991 (and associated legislation), give the Supplier a minimum of 30 days' notice of the date for commencement of the Services.
- 6.1.10 attend to the connection of all low voltage supplies and connections after installation of the Goods; and
- 6.1.11 have in place contracts of Insurance with reputable insurers to cover its obligations under this Clause 6.1 and on reasonable request provide proof of such insurance to the Supplier.
- 6.2 If the Supplier's performance of any of its obligations under Clause 6.1 (Client Default).
- 6.2.1 the Supplier shall, without limiting its other rights or remedies, have the right to suspend delivery of the Goods or performance of the Services until the Client remedies the Client Default, and to rely on the Client's Default to relieve it from the performance of any of its obligations under the Contract to the extent that the Client Default prevents or delays the Supplier's performance of any of those obligations;
- 6.2.2 the Supplier shall not be liable for any losses (including loss of profit), damages, liability, costs (including legal fees) and expenses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform those obligations; and
- 6.2.3 the Client shall indemnify, and keep indemnified, the supplier from and against any losses (including loss of profit), damage, liability costs (including legal fees and management costs) and expenses sustained or incurred by the supplier as a direct or indirect result of the Client Default.

Adoption of the Goods and Services by the DNO / IDNO

- 7.1 Prior to Energisation the Goods and Services shall be inspected by the DNO, IDNO, or their agent. Adoption of the Goods and Services by the DNO, IDNO, or their agent shall constitute conclusive evidence of the Supplier's satisfactory discharge of its obligations relating to the Goods and Services under the Contract.
- 7.2 On adoption of the Goods and Services by the DNO or IDNO all liability in respect of the operation of the Goods shall pass to the DNO or IDNO.
- 7.3 The Client acknowledges that the Supplier is not permitted by law to execute any works to the Goods or Services once adopted by the DNO or IDNO.

Charges and Payment

- 8.1 The Price for the Goods and Services shall be set out in the Quotation and includes all costs and charges relating to packaging, transport, and insurance (up until delivery) of the Goods.
- 8.2 The Supplier may increase the Price with immediate effect by written notice to the Client where there is an increase of more than 5 percent in the direct cost to the Supplier of supplying the Goods or Services that is due to any factor beyond the Supplier's control.
- 8.3 All amounts payable by the Client under the Contract are exclusive of value added tax (VAT). The Client shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 8.4 The Supplier shall invoice the Customer according to the phased payment plan set out in the Order.
- 8.5 The Client shall pay each invoice submitted by the Supplier in full without deduction, set-off or withholding (except as required by law), in cleared funds to the bank account nominated in writing by the Supplier within 7 days of the date of each invoice (the payment Due Date).
- 8.6 Time for payment shall be of the essence. Where sums due under the Contract are not paid in full by the Payment Due Date, the Supplier may, without limiting its other rights, charge interest on any overdue amount at the rate of 5 per cent per annum above the then current Barclays Bank Plc base rate, such interest accruing on a daily basis and compounding quarterly from the Payment Due Date until actual payment in full, whether before or after judgment.
- 8.7 The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.
- 8.8 Payment terms will be 15% on order, 25% upon design approval, and 60% to be paid 7 days prior to starting work on site unless otherwise agreed.

Warranty

- 9.1 The Supplier gives no warranty as to the Goods and all warranties and conditions implied by statute (including the conditions implied by section 13-15 of the Sale of Goods Act 1979), common law or otherwise are excluded to the extent permitted by law. However, the Supplier with all the Client's request assign to the Client the benefit of any manufacturer's warranty in respect of the Goods.
- 9.2 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.
- 9.3 The Supplier shall not be liable for the Services' failure to comply with the warranty in clause 9.2 if;
- 9.3.1 the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.
- 9.3.2 the defect arises because of the Supplier following any drawing, design or Goods Specification supplied by the Client.
- 9.3.3 the Client alters or repairs the Goods without the written consent of the Supplier.
- 9.3.4 the defect arises as a result of fair wear and tear or willful damage, negligence, or operation of the Goods by the Client in abnormal working conditions; and/or
- 9.3.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable stator or regulatory standards.

Intellectual Property Rights

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.
- 10.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written license from the relevant licensor or such terms as will entitle the Supplier to license such rights to the client.
- 10.3 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Client or by a third party on behalf of the Client, the Client 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 and other reasonable professional costs and expenses) suffered or incurred by the Supplier 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 10 shall survive termination of the Contract.

Confidentiality

- 11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in the clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any

governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

Limitation of Liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 12.1.1 death of personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other losses that cannot be lawfully limited or excluded by applicable law.
- 12.2 Subject to clause 12.1:
- 12.2.1 the Supplier shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 12.2 the Supplier's total liability to the Client under the Contract shall in no circumstances exceed the contract price.
- 12.3 This clause 12 shall survive termination of the Contract.

Termination

- 13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.1.1 the other party commits a material breach of its obligations under this Contract (other than failure to pay any sums due under this Contract) and (if such breach is remediable) fails to remedy that breach within 5 working days of receiving written notice to do so;
 - 13.1.2 the other party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 13.1.3 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Client's ability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - 13.1.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 13.1.5 the other party commences negotiations with all or any class of its creditors regarding any of its debts;
 - 13.1.6 the other party has a receiver, manager, administrator or administrative receiver appointed over all or any party of its undertaking, assets, or income;
 - 13.1.7 the other party has a resolution passed or a petition filed for its winding up, or an application is made for an administration order, or any winding-up order is made against it;
 - 13.1.8 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 13.1.9 the other party has a freezing order made against it;
 - 13.1.10 the other party is subject to any procedure for the taking control of its goods that is not withdrawn within 14 day of that procedure being commenced;
 - 13.1.11 the other party is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
 - 13.1.12 the other party is subject to any events or circumstances analogous to those in clauses 13.1.4 to 13.1.11 in any jurisdiction.
- 13.2 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the contract if:
- 13.2.1 the Client fails to pay any amount due under this Contract on the Payment Due Date; or
 - 13.2.2 the Client becomes subject to any of the events listed in clauses 13.1.1 to 13.1.12, or the Supplier reasonably believes that the Client is about to become subject to any of them.
- 13.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract:
- 13.3.1 by giving the Client 3 months' written notice; or
 - 13.3.2 with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the Payment Due Date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue.
- 13.4 Where a party becomes aware that an event has occurred, or circumstances exist, that may entitle them to terminate the Contract under this clause 13, that party shall immediately notify the other party in writing.

Consequences of Termination

- 14.1 On termination of the Contract for any reason:
- 14.1.1 the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt; and

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

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

14.3 Clauses that expressly or by implication have effect after termination shall continue in full force and effect after termination or expiry of the Contract.

Force Majeure

15.1 The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this contract as a result of a Force Majeure Event. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 6 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

Property Matters

16.1 The Customer will provide or procure for the DNO or IDNO all of the necessary Rights in Freehold Land and/or the Rights in Leasehold Land. Any legal costs incurred in agreeing the terms, and executing the grant, of Rights in Freehold Land and/or Rights in Leasehold Land shall, unless otherwise notified by the DNO or IDNO to be borne by the Customer.

General

17.1 Further assurance. The Client shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents that are necessary to give full effect to the Contract.

17.2 Assignment and Subcontracting. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract and the benefit and burden of its obligations to the DNO or IDNO or to any third party.

17.3 Notices. Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is 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 clause, and shall be delivered personally or sent by prepaid 1st Class post or other next working day delivery services, or by commercial courier,.

17.4 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 clause shall not affect the validity and enforceability of the rest of the Contract. If one party gives notice to the other of the possibility that any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision to that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.5 Waiver. A waiver of any right under the contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

17.7 Governing law and jurisdiction. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.