

## STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

### 1 Definitions

1.1 In this Agreement the following expressions have the following meanings unless the context otherwise prescribes:

**Agreement** means these terms and conditions together with the terms of any applicable Quotation;

**Business Day** means a day (other than a Saturday or Sunday or public holiday in England) when banks in London are open for business.

**Confidential Information** means all information of a confidential nature concerning the trade secrets or business dealings, methods of business, clients, members, market information, transactions, plans or affairs of a party, pricing, designs, information regarding components, datasheets and any information (whether encrypted, in copy form or in any media) which by its nature the recipient ought to reasonably conclude is confidential information of the other party, but no information that is: (a) in the public domain (other than by breach of this Agreement); (b) stock in trade or readily ascertainable by persons in the trade; or (c) received lawfully by the recipient from a third party on a non-confidential basis shall be deemed information of a confidential nature/confidential information of the other party.

**Customer** means the organisation or person who purchases goods and services from the Solarport as specified in the Quotation.

**Data Protection Laws** means all applicable data protection and privacy laws and legislation in force from time to time in the United Kingdom including the GDPR; 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 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time.

**Delivery Address** the address for delivery of the Goods and/or Services as set out in the Quotation.

**Force Majeure Event** means:

any acts, events or circumstances (to the extent not caused by either party or its agents or employees) which occur and which (A) are (having exercised reasonable skill care and diligence) unforeseeable (or, being foreseeable, unavoidable) and outside the reasonable control of the affected party, (B) are not substantially attributable or connected with any act, omission, fault, or negligence of the affected party, and (C) render said party unable to comply totally or partially with its obligations under this Agreement. Force Majeure Events may include, but are not limited to the following events or circumstances, so long as the conditions in (A), (B) and (C) above are satisfied:

- (a) war (whether war be declared or not), hostilities, invasion, act of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. Acts of theft or vandalism, or any acts committed on or on behalf of a criminal organisation shall not be considered Force Majeure Events to the extent they can be insured;
- (c) riot, commotion, disorder, strike, walkout or lockout;
- (d) epidemics, pandemics and similar national emergencies;

- (e) the effects of munitions of war, explosive materials, ionising radiation or contamination by radioactivity; and
- (f) floods, earthquake, hurricane, lightning, typhoon, landslide, fire or volcanic activity (including volcanic activity outside of the country in which the System is located), objects striking the earth from space (such as meteorites), quarantine restrictions, epidemics or similar acts of God.

**GDPR** means the General Data Protection Regulation ((EU) 2016/679) as agreed upon by the European Parliament and Council in April 2016 and adopted in the United Kingdom.

**Goods** means the products to be supplied by Solarport to the Customer as set out in the Quotation.

**Insolvency Event:** A party suffers an Insolvency Event if:

- (g) it 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 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;
- (h) it 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 any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
- (i) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
- (j) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it;
- (k) the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;
- (l) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;
- (m) a creditor or encumbrancer of it 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;
- (n) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or
- (o) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Intellectual Property Rights** means patents, rights to inventions, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations,

continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

**Price** the price for the Goods and Services as specified in the Quotation.

**Property** means the property where the System is to be installed, as specified in the Quotation, which may or may not be the same as the Delivery Address.

**Quotation** means a statement of work, quotation or other similar document describing the goods and services to be provided by Solarport.

**Services** means the design and site investigation services specified in the Quotation.

**Solarport** means Solarport Systems Ltd, Unit 3, The Core, Gore Cross Business Park, Bridport, Dorset, DT6 3FH. Company No. 09377661.

**System Design** means, where the Services include system design services, any design for a solar pv system to be installed at the Property prepared by Solarport in accordance with the terms of this Agreement.

1.2 In these terms and conditions, unless the context requires otherwise, the following rules apply:

- (a) any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- (b) where the words "include(s)", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them. Where the context permits, the words other/otherwise are illustrative and do not limit the sense of the words preceding them.
- (c) a reference to writing includes emails
- (d) where there is a conflict between these terms and conditions and the Quotation these term and conditions shall prevail unless expressly stated otherwise in writing;
- (e) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (f) a reference to a party includes its personal representatives, successors or permitted assigns.

## **2 General**

2.1 These terms and conditions shall apply to all contracts for the supply of Goods and/or Services by Solarport to the Customer.

2.2 Before the commencement of the Services Solarport shall submit to the Customer a Quotation which shall specify the Goods and Services to be supplied and the Price payable. The Customer shall notify Solarport immediately if the Customer does not agree with the contents of the Quotation. All Quotations shall be subject to these terms and conditions.

2.3 Solarport shall:

- (a) perform the Services using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices; and
- (b) use reasonable endeavours to complete the Services within estimated time frames but time shall not be of the essence in the performance of any Services.

### **3 Specification of the Goods**

3.1 Solarport guarantees that the Goods supplied to the Customer in accordance with the terms of the Agreement shall conform to and perform in accordance with the specification set out in the Quotation. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of Solarport and no representation written or oral, correspondence or statement shall form part of the Agreement.

### **4 Delivery of Goods**

4.1 Solarport will contact the Customer to arrange a date for delivery of the Goods to the Delivery Address ("**Delivery Date**").

4.2 If the Customer fails to take delivery of the Goods on the Delivery Date and/or fails to provide any access, instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the Delivery Date, Solarport shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods. If the Goods are stored in these circumstances, risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall reimburse Solarport for all Solarport's reasonable costs and expenses including storage and insurance charges arising from such failure.

4.3 Solarport shall have no liability for failure to deliver by the Delivery Date.

4.4 Solarport will not be liable for any indirect or consequential economic loss or loss of business, revenue, reputation or opportunity which the other party suffers as a result of any failure to deliver by the Delivery Date.

4.5 Solarport shall not have any liability for any loss, damage, claims, costs or expenses arising from or in relation to its delay or failure to deliver by the Delivery Date.

### **5 Title and risk**

5.1 Solarport warrants that it has good title to the Goods when supplied to the Customer, that the transfer is lawful and that the Goods are delivered free from any security interest or encumbrance thereon in favour of a third party.

5.2 Risk in the Goods shall pass to the Customer in accordance with Incoterms 2020 when the Goods are delivered DAP to the Delivery Address.

5.3 Title in the Goods shall pass to the Customer once the Price has been paid in full.

### **6 Goods warranties**

6.1 Solarport warrants that as from the later of the date of delivery and the receipt of final payment that the Goods and all their component parts, where applicable, are free from defects in design, workmanship, construction or materials. An example of the full warranty, warranty period and warranty terms are available on request. Any additional warranties described in the Quotation are manufacturer warranties only.

6.2 No claim shall be made under any warranty if the claim arises from the Customer's (or its assignee's or third party contractor's) failure to properly use or maintain the Goods in accordance with the manufacturer's and/or Solarport's reasonable instructions provided that these instructions have been supplied to the Customer in English in advance.

### **7 Inspection and claim**

7.1 The Customer must file any claims related to either defects in the physical condition of the Goods delivered under this Agreement within three (3) days after the arrival of the Goods at the Delivery Address. Every claim shall be sent to Solarport in writing by email with photos and a detailed description of the defect(s) in English.

- 7.2 The Customer shall notify Solarport of any such claim within the time limit specified in clause 7.1. If no such valid claim is made it shall be deemed that the Goods delivered to the Customer under this Agreement conform in all respects to the specification provided in the Quotation insofar as can be ascertained by visual inspection with the naked eye.
- 7.3 Solarport shall within fourteen (14) business days of receipt of a claim together with evidentiary documents from the Customer carry out its own internal verification exercise and respond in writing to the Customer if it accepts such a claim. If Solarport does not accept the Customer's claim(s) it shall carry out or commission its own inspection of the Goods at the Delivery Address at its own cost. If after performing such tests or inspection Solarport still does not accept the Customer's claim or if the parties otherwise fail to agree, the matter will be referred to the final determination of an independent expert in accordance with clause 12.
- 7.4 If the Customer rejects any Goods as a result of damage which is solely due to the fault of Solarport, Solarport shall, with the agreement of the Customer, either replace the damaged Goods in a subsequent delivery or, after confirmation by both parties, deduct the price of damaged Goods from the Price.

## **8 Customer's obligations**

- 8.1 To enable Solarport to perform its obligations under this Agreement the Customer will:
- (a) co-operate with Solarport;
  - (b) provide Solarport with any information and materials reasonably required by Solarport;
  - (c) where required for Solarport to perform any part of the Services, provide Solarport with access to the Property;
  - (d) obtain all necessary permissions and consents which may be required before the commencement of the Services; and
  - (e) comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties.
- 8.2 The Customer shall be liable to compensate Solarport for any reasonable costs and expenses incurred by Solarport as a result of the Customer's failure to comply with Clause 8.1.
- 8.3 Where the Customer or any third party (other than a sub-contractor of Solarport), takes, or fails to take, any actions which prevents or delays Solarport from complying with any of its obligations under this Agreement, then Solarport shall notify the Customer as soon as possible and:
- (a) Solarport shall have no liability in respect of any such delay and the consequences of such delay;
  - (b) if applicable, any agreed timescales shall be extended; and
  - (c) confirm if it intends to make any claim for additional costs which have been, or will be, incurred as a result of such delay.

## **9 Alterations to the Quotation**

- 9.1 The parties may at any time mutually agree upon and execute new Quotations. Any alterations in the scope of Goods and/or Services to be provided under this Agreement shall be set out in the Quotation, which shall reflect the changed Goods and/or Services and Price and any other terms agreed between the parties.

9.2 The Customer may at any time request alterations to the Quotation by notice in writing to Solarport. On receipt of the request for alterations Solarport shall, within five (5) Business Days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the Price and any other terms already agreed between the parties.

9.3 Where Solarport gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within five (5) Business Days of receipt of such notice or such other period as may be agreed between the parties, advise Solarport by notice in writing whether or not it wishes the alterations to proceed.

9.4 Where Solarport gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Quotation shall be amended to reflect such alterations and thereafter Solarport shall perform this Agreement upon the basis of such amended terms.

## **10 Price and Payment**

10.1 The Quotation will set out the Price. Solarport shall invoice the Customer as per terms specified in the Quotation.

10.2 Solarport reserves the right, by giving written notice to the Customer at any time before delivery, to increase the Price and invoice the Customer accordingly to reflect any increase in the cost to Solarport which is due to any factor beyond Solarport's control. This includes, without limitation, alteration of duties, significant increase in the costs of labour, materials, transportation, shipping or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which are requested by the Customer, or any delay caused by any of the Customer's instructions or the Customer's failure to give Solarport adequate information.

11 Invoiced amounts shall be due and payable as per terms specified in the Quotation. If the customer fails to pay any invoices by the due date for payment, then the Company will charge the customer interest, compensation and recovery charges pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and The Late Payment of Commercial Debt Regulations 2011 (as amended). Where the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the Goods and Services are supplied.

## **12 Liability**

12.1 Nothing in this Agreement shall limit or exclude either party's liability for:

- (a) death or personal injury resulting from a party's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) anything for which the Parties cannot legally limit or exclude or attempt to limit or exclude their liability.

12.2 Subject to clause 11.1 above Solarport's aggregate liability to the Customer for any damages, costs, claims or expenses arising out of the performance (or non-performance) by Solarport, Solarport's employees, agents, consultants or subcontractors of Solarport's obligations under this Agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to the Price.

12.3 The Customer shall indemnify Solarport against all claims, costs and expenses which Solarport may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against Solarport alleging that any Goods and/or Services provided by Solarport in accordance with the Quotation infringes a patent, copyright or trade secret or other similar right of a third party.

- 12.4 Solarport shall not be liable for any losses incurred by the Customer whatsoever. Solarport's obligation under this agreement is limited to the replacement of damaged parts under an agreed warranty claim in line with Solarport's warranty conditions.
- 12.5 Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent this is caused by a delay or failure by the other party to perform (or procure performance of) its obligations under this Agreement.
- 12.6 Neither party (the "**defaulting party**") will be liable for any indirect or consequential economic loss or loss of business, revenue, reputation or opportunity which the other party suffers as a result of any negligence or breach by the defaulting party.
- 12.7 Neither party shall have any liability for any loss, damage, claims, costs or expenses arising from or in relation to its delay or failure to perform its obligations under this Agreement to the extent such failure is the result of Force Majeure.
- 12.8 The provisions of this clause 11 shall survive termination of this Agreement.

### **13 Expert determination**

- 13.1 An Expert is a person appointed in accordance with this clause to resolve a dispute under clause 7.3.
- 13.2 The parties shall agree on the appointment of a suitably qualified independent Expert and shall agree with the Expert the terms of their appointment.
- 13.3 All matters under this clause must be conducted, and the Expert's decision shall be written, in the English language.
- 13.4 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the dispute under clause 7.3. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 13.5 Each party shall bear its own costs in relation to the reference to the Expert. The costs of the Expert shall be split equally between the parties.
- 13.6 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the parties and the Expert.
- 13.7 Each party shall act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

### **14 Termination**

- 14.1 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) there has been a material breach or breaches of this Agreement by the other party which is not capable of remedy or, being capable of remedy, has or have not been remedied by the defaulting party within twenty-eight (28) Business Days in each case;
  - (b) the other party is subject to an Insolvency Event.
- 14.2 On termination or expiry of this Agreement each party shall promptly:
- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its group in connection with the supply of the Goods and Services under this Agreement;

- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information; and
- (c) erase all the other party's Confidential Information from its computer systems (to the extent possible)

14.3 Where this Agreement is terminated early by Solarport in accordance with clause 12.1 or 17.4 or the Customer cancels the Quotation on less than five (5) Business Days' notice the Customer will:

- (a) pay the balance of the Price within five (5) Business Days; and
- (b) pay the full amount of any reasonably and properly incurred third party costs to which Solarport has committed prior to the effective date of termination.

For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the Goods and Services and subject to the payments set out in this clause 13.3.

14.4 Termination of the Agreement, however arising, shall not affect any of the Parties' rights that have accrued prior to termination.

14.5 Clauses which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

## **15 Intellectual Property**

15.1 Except as expressly set out in this Agreement no assignment of, or licence under any Intellectual Property Rights is granted by Solarport to the Customer, or by the Customer to Solarport.

15.2 Solarport shall retain all Intellectual Property Rights in all designs and other documents (including any information or data therein) that it prepares in relation to this Agreement. For the avoidance of doubt, no Intellectual Property Rights in the Goods or the System Design shall pass to the Customer.

15.3 No party to this Agreement shall use the trademarks, designs or brand names of another party without that party's prior written consent.

## **16 Data Protection**

16.1 Each party shall, in respect of all personal data processed by the such party on behalf of the other party under this Agreement:

- (a) act only on the documented instructions of the other party in processing such personal data;
- (b) implement, maintain and operate sufficient and appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data;
- (c) provide evidence to the other party, on request, of the technical and organisational measures it has taken to comply with its obligations under clause 15.1(b);
- (d) promptly notify the other party, upon becoming aware of any errors or inaccuracies in such personal data;
- (e) not transfer any such personal data to any country or territory outside the European Economic Area (EEA) without the prior written consent of the other party and then

subject to executing such agreements and taking such additional steps as the other party may request;

- (f) ensure that: (i) such personal data is accessible only to personnel who need to have access to it in order to carry out their roles in the performance of the party's obligations under this Agreement; (ii) all such persons are subject to contractual obligations of confidentiality in respect of such personal data; and (iii) all such persons have been appropriately trained in the requirements of Data Protection Laws;
- (g) not engage any other processor to process such personal data without the prior written consent of the other party;
- (h) assist the other party by appropriate technical and organisational measures for the fulfilment of the other party's obligation to respond to requests for exercising data subjects' rights under Chapter III of GDPR;
- (i) assist the other party in ensuring compliance with the obligations in Articles 32 to 36 of GDPR;
- (j) without limiting clause 15.1(h), notify the other party, via email and telephone, without undue delay, and in any event within twenty-four (24) hours, of becoming aware of, or having reasonable grounds to suspect, any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data; and
- (k) make available to the other party all information necessary to demonstrate compliance with the obligations in Article 28 of GDPR.

16.2 The measures referred to in clause 15.1(b) shall, having regard to the state of technological development and cost of implementing any measures, ensure a level of security appropriate to:

- (a) the harm that might result from the events as mentioned in clause 15.1(b); and
- (b) the nature of the personal data to be processed.

16.3 Each party shall, at its own cost:

- (a) on request by the other party or on termination or expiry of this Agreement, deliver to the other party any personal data in its possession, and destroy any copies of the personal data it has made unless otherwise required by operation of law; and
- (b) on request by the other party, with reasonable notice and during business hours, submit its data processing facilities, data files and documentation to auditing (including inspection) by the other party (or a duly qualified independent auditor or inspection authority selected by the other party), or by any supervisory or regulatory authority responsible for enforcing or monitoring compliance with Data Protection Laws, to ascertain compliance with this clause 15.

16.4 The provisions of this clause 15 shall survive termination of this Agreement.

## **17 Confidential Information**

17.1 Each party shall be permitted to use the Confidential Information disclosed to them by the other party only for the purposes and to the extent needed for performance of their respective obligations under this Agreement and will do so strictly in accordance with its terms and conditions.

- 17.2 Each party shall keep in strict confidence all Confidential Information received from the other and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to each other.
- 17.3 Both parties shall restrict disclosure of any of the other's Confidential Information to their staff and to such other agents, consultants or subcontractors as need to know it for the purpose of discharging their obligations to the other party under this Agreement. Both parties shall also ensure that any such staff and any agents or subcontractors receiving such Confidential Information are subject to obligations of confidentiality corresponding to those which bind them and shall be responsible for any breach by them of this clause 16 as if they were a party hereto.
- 17.4 All Confidential Information (along with any records, materials, equipment, software and tools, drawings, specifications and data) supplied by either party, their employees, agents, consultants or subcontractors to the other party shall, at all times be kept securely with appropriate technical and organisational security measures and (unless otherwise agreed in writing) remain the supplying party's exclusive property or that of their licensors.
- 17.5 The provisions of this clause 16 shall survive termination of this Agreement.

## **18 Force Majeure**

### **18.1 Notice of Force Majeure**

- (a) If either party is or will be prevented from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall promptly give notice to the other party giving the details of the nature of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to carry out its obligations under the Agreement and the anticipated duration of the Force Majeure Event. Such notice shall be given as soon as practicable, and not later than ten (10) days after the party became aware of the event or circumstance.
- (b) Subject to 16.1 (c) below, where Covid-19 is the Force Majeure Event, neither party shall be liable for non-compliance with the Agreement and the parties can agree to suspend the parties' obligations under this Agreement until Covid-19 no longer prevents, hinders or delays either party in complying with this Agreement. For the avoidance of doubt, neither party may terminate the Agreement where Covid-19 is the Force Majeure Event.
- (c) Neither party shall be entitled to claim Covid-19 as a Force Majeure Event where the Covid-19 restrictions remain the same as those in place on the Order Date.

### **18.2 Duty to Minimise Delay**

- (a) The party seeking to rely on clause 17.1(a) shall at all times use all reasonable endeavours to minimise any delay in the performance of the Agreement as a result of Force Majeure Event and to mitigate the effects of the Force Majeure Event. The relying party shall give notice to the other party when it ceases to be affected by the Force Majeure Event.
- (b) The parties shall continue to perform all of their obligations under the Agreement, which are not affected by the Force Majeure Event.

### **18.3 Consequences of Force Majeure**

- (a) Provided it has complied with its obligations under clauses 17.1 and 17.2, Solarport shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations, including the Delivery Date, shall be extended accordingly.

### **18.4 Optional Termination**

- (a) If the performance of this Agreement is prevented for a continuous period of one ninety (90) days or more by reason of a Force Majeure Event, then either party may give notice to the other party to terminate this Agreement.

## **19 Severance**

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

## **20 Assignment and subcontracting**

- 20.1 The Customer may not assign, transfer, charge, hold on trust for any person or otherwise deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of Solarport.
- 20.2 Solarport may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve Solarport of its obligations under this Agreement or any applicable Quotation.

## **21 No Partnership or Agency**

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.

## **22 Notices**

- 22.1 Any notice to be given by either party under this Agreement shall be sufficiently served if sent by hand or by post to the other party's registered office address or electronic mail to the email addresses set out in the Quotation.
- 22.2 Any notice sent by hand shall be deemed to be served on the date of delivery and any notice served by electronic mail shall be deemed to be served in full at the time recorded on the electronic mail (provided that an electronic mail shall not be deemed to be served where the sender receives a notice of non-delivery or failed delivery) provided that if any notice sent by hand or electronic mail is sent after 5 p.m. on any day it shall be deemed to be served on the next Business Day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 5 p.m. on a Business Day and otherwise on the next Business Day.
- 22.3 The provisions of this clause 21 shall not apply to the service of any process in any legal action or proceedings.

## **23 Miscellaneous**

- 23.1 Each party that has rights under this Agreement agrees it is acting on its own behalf and not for the benefit of another person.
- 23.2 The parties to the Agreement agree they shall not do anything which brings or might reasonably be expected to bring into disrepute the other, including its representatives or staff.
- 23.3 The parties shall comply with all reasonable health and safety and security requests arising from time to time made by the other in performing their obligations under this Agreement.

23.4 Each party agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the other may from time to time reasonably require for the purpose of giving the other the full benefit of the provisions of this Agreement.

23.5 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23.6 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.

23.7 Each party to this Agreement warrants that it shall comply with the UK Bribery Act 2010.

## **24 Entire Agreement**

24.1 This Agreement constitutes the entire agreement between Solarport and the Customer and supersedes and extinguishes all previous drafts, heads of terms, letters, courses of dealing, understandings or agreements between Solarport and the Customer, whether written or oral, relating to the subject matter of this Agreement.

24.2 Each party acknowledges that, in entering into this Agreement, they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

24.3 Each party agrees that their only remedies in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

24.4 Nothing in this clause 23 shall limit or exclude any liability for fraud.

## **25 Third party rights**

25.1 A person who is not a party to this Agreement (other than the successors in title to any party) shall not have any rights (including under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement.

## **26 Governing law and jurisdiction**

26.1 This Agreement, 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, the law of England and Wales.

26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

26.3 The provisions of this clause 25 shall survive termination of this Agreement.