**ECODECK GRIDS LTD. (The Company)**

**GENERAL TERMS AND CONDITIONS OF SALE**

**CONDITIONS OF CONTRACT** governing all contracts for the sale of supply of goods by Ecodeck Grids Limited (“The Company”) In these conditions: -

‘Buyer’ means any person at whose request the Company supplies goods; and goods mean any goods or replacements therefore together with (in the case of contracts for the provision of services) any services/workmanship supplied to the buyer under the contract. These conditions shall apply to every contract entered into with the Company except as varied by the express agreement in writing signed by a Director or authorised person on behalf of the Company. The headings are for the convenience only and shall not affect constructions of these conditions.

1. **FORMATION AND PARTIES**

a) The buyer’s order to the Company is an offer to enter into a contract upon these conditions. Acceptance occurs and the contract is formed only upon the Company despatching to the Buyer its Acknowledgment of Order. Any terms or conditions proffered at any time by the buyer are hereby excluded. A quotation by the Company does not constitute an offer.

b) The Buyer shall not assign the benefit of the contract without the Company’s prior written consent.

c) The contract is not cancellable by the buyer without express written consent of a Director or other authorised person on behalf of the Company.

d) If the Company agrees cancellation by the buyer, the buyer shall in indemnify the Company in full against all expenses incurred up to the time of cancellation and forthwith pay to the Company 5% of the contract price by way of liquidated damages.

(i) Forthwith on notice from the Company if the Buyer is in default of any of its obligations under this or any other contract with the Company or ic the Company has reasonable doubts as to the ability of willingness of the Buyer to pay any sum to it on the due date:

(ii) Automatically upon the occurrence of any of the following:

(ii.a) If the Buyer causes a meeting of or makes an arrangement or composition with its creditors, or

(ii.b) If the Buyer becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 268 of the Insolvency Act 1986), or, being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act:

(ii.c) If there is presented a petition for the winding up of the Buyer or for the appointment of an Administrator have it’s undertaking: or

(ii.d) If the Buyer has an Administrative Receiver appointed over any of its assets or undertaking or a winding up order made against it or it goes into voluntary liquidation (otherwise than for the purposes of bona fide reconstruction or amalgamation of a solvent company).

d)..The Company may at any time on giving prior notice, enter the Buyer’s premises for the purpose of inspecting retained goods and identifying them as the Company’s property and the Buyer irrevocably authorises the Company to enter upon its premises for that purpose: and

e) Upon suspension revocation or determination of the Buyers power of sale and use under this Condition the Buyer shall place all retained goods in its possession or under its control at the Company’s disposal and shall be deemed irrevocably to authorise the Company to enter upon any of the Buyers premises, with or without vehicles, for the purpose of removing such goods.

f) The repossession of retained goods by the Company in accordance with this condition shall be without prejudice to all or any of the Company’s other rights against the Buyer under the contract.

1. **PRICE**

a) The prices quoted are in accordance with the Company’s current price list and exclusive of Value Added Tax. The cost of additional packaging required by the Buyer and delivery upon the buyer’s special instructions shall be charged in addition to the price.

b) The Company reserves the right to vary the price of the goods by any amount attributable to a change in or insufficiency of Buyer’s instructions or any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any costs whatsoever nature between the date of the contract and the date of delivery or completion of payment.

1. **DELIVERY**

a) Delivery date is estimates only and time of delivery is not having the essence of the contract, unless otherwise stated, delivery periods commence from the date of acknowledgement of order. The Company shall use its reasonable endeavours to deliver the goods by the stated delivery date, but may suspend or delay delivery and shall not be liable for any loss whatsoever in the event of late delivery or non-delivery of goods or any instalment owing to any occurrence whatsoever beyond its control. The Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

b) The Company may at its option deliver by instalments, and each instalment shall constitute a separate contract on these conditions.

c) Delivery shall take place and risk shall pass upon the earliest of the following:

i) The Company handing the goods to the Buyer or its agent at the Company’s premises;or

ii) The goods leaving the Company’s premises; or

iii) The goods being complete and ready for collection (otherwise known as ex-works)

iv) The expiry of (in the case of inland orders) the eighth day or (in the case of export orders) the fifteenth day following the notification that the goods are ready for despatch.

v) Unless otherwise agreed all export orders will be delivered f.o.b. at a British port to be notified by the Company.

vi) If the purchaser shall fail to collect the goods on the expiry of the eighth day following notification of readiness for despatch, the Company shall be entitled to treat the contract as repudiated by the Buyer, until the contract is so terminated the Company may at its option, either store the goods itself or have them stored by third parties on such terms as it is in absolute direction thinks fit. The cost of storage and any additional transportation be added to and form part of the price. If the Company elects to treat the contract as repudiated in accordance with this Condition it shall (without prejudice to its rights and remedies in respect of such repudiation) be entitled to sell the goods and retain the proceeds of this sale

1. **LOSS OR DAMAGE IN TRANSIT**

a) The Company shall not be liable for loss or damage to goods in transit unless:

i) The Company has agreed to effect delivery to a place other than the Company’s premises and

ii) The loss or damage occurs prior to arrival at delivery point; and either

iii) Damage or shortage is reported within (7) days of arrival at delivery point; or

iv) In the case of total loss, non arrival is notified to the Company within (14) days after despatch by advice note

1. **INSPECTION**

a) The Buyer shall inspect the goods immediately upon delivery and shall (unless such inspection cannot be carried out and the delivery note is marked ‘not examined’) subject to paragraph (b) below be deemed to have been accepted the goods as delivered.

b) The Company shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Company before the expiry of (7) days after receipt, of any alleged defect or lack of conformity with the contract.

c) The Company shall make good shortages notified to it under par. (b) as soon as reasonably practicable but shall not be liable for any other loss whatsoever arising from such shortage.

d) The Company’s liability for goods lost or damaged in transit shall in all circumstances be limited to (at the Company’s option) the repair or replacement or crediting the Buyer with the invoice value of the goods in question

1. **WARRANTY**

a) If within seven days after delivery a material defect in the goods shall be discovered and: -

i) The Buyer notifies the Company within fourteen days after discovery giving particulars and either at its own expense returns the goods to the Company; or (at the Company’s sole option permits the Company to inspect the same; and

ii) Such defect has arisen from faulty materials employed or workmanship carried out by the Company existing but not discoverable upon inspection at the time of receipt, then the Company shall supply replacement or, at its option, credit the Buyer’s account with the Company or refund to the Buyer the purchase price paid for the cost of returning the defective goods.

b) The Company’s liability for defective goods is limited in all circumstances to (at the Company’s option) delivery of replacement or crediting or refunding of the invoice value to the Buyer and the Buyer shall accept such of the aforementioned remedies as the Company shall proffer as being fulfilment of the Company’s obligations under the contract

c) The Company’s liability under this Condition applies only to defects appearing before the Buyer makes any modification or alteration to the goods and whilst the goods are being properly used or stored and in particular (but without Limitation) the Company shall not be liable in the case of defects arising from normal deterioration or improper or faulty handling or processing by the Buyer

1. **ITEMS SUPPLIED BY BUYER**

The Buyer shall be liable for all drawings specifications and instructions issued to the Company with orders or pursuant to the contract and shall indemnify and keep indemnified the Company against all loss directly or indirectly arising out of any error or omission from such drawings specifications instructions and all costs claims demands and expenses whatsoever in respect of the infringement or potential infringement of any patent, copyright, registered design or third party arising out of the Company’s use of such drawings, specifications or instructions.

1. **LIMITS OF LIABILITY**

a) The goods are supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purposes. The Buyer acknowledges that all specifications and details in catalogues, quotations and acknowledgments of order or similar documents or by word of mouth and all forecasts of performances, howsoever given are approximate only and do not form part of the contract and that in respect of such specifications details and forecasts the company shall be under not liability nor shall the Buyer be entitled to any remedy under the provisions of the Misrepresentation Act 1967.

b) The Company’s liability under Conditions 5 & 6 shall be accepted by the Buyer in lieu of any warranty or condition, whether express or implied by law as to the quality or fitness for any particular purpose of the goods and save a provided in these Conditions the Company shall not be under any liability to the Buyer (whether in contract, tort or otherwise) for any defects in the goods, materials supplied or workmanship performed by the Company or for any damage, loss, death or injury resulting from any such defects and the Buyer shall indemnify the Company against any claims in respect thereof. For the purpose of this paragraph the company contracts on its own behalf of and as trustees for its sub-contractors, servants and agents.

c) The company shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for consequential or indirect loss of whatever nature suffered by the Buyer or for special damages, loss of use, (whether complete or partial) of the goods, or loss of profit or of any contract.

d) Nothing in this Condition shall be construed as limiting or excluding the Company’s liability Part 1 of the Consumer Protection Act 1987 for death personal injury resulting from its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977).

1. **INDEMNITY**

The buyer shall indemnity and keep indemnified the Company against all actions, claims, costs, damages, demand and expenses or other loss arising out of a defect in the goods (including, without limitation, all liabilities incurred under the Consumer Protection Act 1987) to the extent occasioned or contributed to by any act or omission of the Buyer its servants, agents or persons under its control.

1. **RETENTION OF TITLE**

a) Until the company has received payment in full of all sums owed to it on any account by the Buyer, whether arising out of this or any other contract, legal and beneficial title to the goods shall remain in the Company: such goods are referred to in this conditions as ‘retained goods’.

b) Retained Goods

(i) Shall be at the Buyer’s risk, insured by the Buyer from the date of delivery at its own expense for their full replacement value against all usual risks, and kept safe in good condition and stored separately and clearly identifiable as the Company’s property and with all identifying marks intact and legible, and

(ii) May, subject to (c) below be used or sold by the Buyer in the ordinary course of its business on the basis that the proceeds of sale shall be held in trust by the Buyer for the company absolutely.

c) The Buyers powers of use and sale of retained goods shall terminate

* 1. Subject to satisfactory trade, banker’s and other requisite references and, where no other terms of payment have been specifically agreed in writing, the Company’s terms are cash payment in full to be made within 30 days after delivery. Unless otherwise specifically agreed in writing, payment for export orders shall be by irrevocable letter of letter confirmed by a London clearing bank and issued under the incoterms then in force. No discount or allowance will be made unless specifically stated by the Company in writing. Interest will be charged on all sums due under or by the way of damages for breach of the contract at the rate of 8% per annum above the base rate of Barclays Bank plc from time to time in force and shall be calculated and accrue on a day to day basis from the date on which Payment fell due until payment (whether made before or after judgement has been obtained by the Company against the Buyer).
	2. Time for making payment shall be of the essence of the contract.
	3. The Company may at any time in its absolute discretion appropriate any payment made by the Buyer in respect of goods to such outstanding debt as the Company thinks fit notwithstanding any purported appropriation to the contrary by the Buyer.
	4. The Company shall be entitled to cancel the contract or to postpone any delivery until payment has been received in the event that the Company has reasonable doubts about the Buyer’s ability or willingness to pay on the due date.
	5. The Company reserves the right at any time at its discretion to demand security for payment before continuing with an order or delivering goods or any instalment.
	6. VAT will be charged at the rate ruling at the time of despatch of the goods or, if different, the basic tax point (as defined on regulations governing VAT from time to time in force

11.**PAYMENT**

a) Subject to satisfactory trade, banker’s and other requisite references and, where no other terms of payment have been specifically agreed in writing, the Company’s terms are cash payment in full to be made within 30 days after delivery. Unless otherwise specifically agreed in writing, payment for export orders shall be by irrevocable letter of letter confirmed by a London clearing bank and issued under the incoterms then in force. No discount or allowance will be made unless specifically stated by the Company in writing. Interest will be charged on all sums due under or by the way of damages for breach of the contract at the rate of 8% per annum above the base rate of Barclays Bank plc from time to time in force and shall be calculated and accrue on a day to day basis from the date on which Payment fell due until payment (whether made before or after judgement has been obtained by the Company against the Buyer).

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e) The Company reserves the right at any time at its discretion to demand security for payment before continuing with an order or delivering goods or any instalment.

f) VAT will be charged at the rate ruling at the time of despatch of the goods or, if different, the basic tax point (as defined on regulations governing VAT from time to time in force

1. **FORCE MAJEURE**

a) The company shall not be liable to the Buyer if unable to carry out any provision of the Contract for any reason beyond its control including (but without limitation) Act of God, legislation, war, acts of terrorism, civil commotion, fire, flood, drought, failure of power supply, lock-out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability to procure parts or materials required for the performance of the contract.

b) The Company shall notify the Buyer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Company may, within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations, so far as prevented or hindered by such contingency, without liability to the Buyer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction or suspension.

c) Should such contingency continue for more than three months either party may (subject to the Company repaying to the Buyer any advance payments made for undelivered goods and the Buyer paying for goods delivered) cancel the contract without further liability to the other.

1. **NO WAIVER**

No waiver of any of the Company’s rights under the Contract shall be effective unless in writing signed by a Director or other authorised person on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of a Company’s rights in relation to different circumstances or the recurrence of similar circumstances.

1. **NOTICES**

Any notice under these Conditions shall be properly given if in writing and sent by first class post, email, facsimile to the address of the intended recipient as stated in the contract or to such address as the Company and the Buyer from time to time notify to each other as their respective addresses for the service and shall be deemed served in the case of the postal notice, on the expiry of 48 hours from time of posting, in the case of email on the recording of the “receipt back” on the sender’s computer, and in the case of facsimile, on the expiry of 15 minutes from completion of transmission by the sender.

1. **CONSTRUCTION AND JURISDICTION**

a) English Law shall govern construction and operation of the contract and subject to clause 15 the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.

b) Each of these Conditions and each paragraph hereof shall be construed as a separate condition. Should any provision hereof be found to be invalid or unenforceable or any unreasonable restriction of the company’s liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

1. **ARBITRATION**

All claims, disputes, questions or matters arising out of or in connection with the Contract shall be finally determined by reference to arbitration in London under the Rules of Conciliation and Arbitration of the International Chamber of Commerce pursuant and in accordance with Arbitration Acts 1950 to 1979 by a single Arbitrator appointed by the parties and in the absence of agreement on such appointment within fourteen days of the request for such a reference to arbitration, by the International Chamber of Commerce Court of Arbitration (“the Arbitrator”) and, in the absence of manifest error, the determination of the Arbitrator shall be final and binding on the parties and the cost and expenses of such arbitration shall be borne in such manner as the Arbitrator shall direct.

1. **DATA PROTECTION NOTICE (Data Protection Act 1998)**

We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:

Obtaining credit insurance

Making credit reference agency searches Credit control

Assessment and analysis (including credit scoring, product and statistical analysis) Securitisation

Protecting our interests

We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

Ecodeck Grids Ltd

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