

## CONDITIONS OF PURCHASE FOR GOODS

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of conflict between any of these Conditions and any specific term or condition (whether in the Contract, Quotation or otherwise) referred to in the Purchase Order, the latter shall prevail.

### 1. DEFINITIONS

#### 1. In these Conditions:

<b>"Affiliate"</b>	means each of the Party's subsidiaries, the Party's or its subsidiary's holding company, and any subsidiary of a Party or its subsidiary's holding company.
<b>"Background IPR"</b>	means Intellectual Property Rights owned by or licensed to a Party at the Effective Date.
<b>"Business Day"</b>	means any day other than a Saturday, Sunday or English bank / public holiday.
<b>"Client Background IPR"</b>	means the Clients Background IPR.
<b>"Commencement date"</b>	means the date the purchase order is issued to the supplier.
<b>"Confidential information"</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with this Purchase Order (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such, inclusive of but not limited to Non-Disclosure Agreements.
<b>"Contract"</b>	means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.
<b>"Delivery Date"</b>	means the date on which the Goods are to be delivered to the Purchaser, as specified in the Purchase Order. Any deviation from this date is deemed unacceptable, and a breach of contracted position, unless agreed in writing, prior to the original delivery date, by an authorised and responsible ETA Procurement professional.
<b>"Foreground IPR"</b>	means Intellectual Property Rights which are not Background IPR, and which arise from the Services or the provision of the Services or from designing, creating or making the Goods or otherwise from the Client's Confidential Information or which are embodied in the Goods, or which are reasonably necessary to commercialise the Goods.
<b>"Goods"</b>	means any such goods, including but not limited to, instalments, call off requirements or stipulated project deliverables, supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order.
<b>"Intellectual Property Rights"</b>	means patents all rights to patents and all rights to inventions, utility models, designs, copyright and related rights, moral rights, trademarks, service marks, business names, domain names, rights in get up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, confidential information, and any and all other intellectual property rights, whether registered or unregistered, including patent- applications and the right to apply for (and be granted) renewals or extensions of, and the rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world.
<b>"Price"</b>	means the price of the Goods as specified in the Purchase Order.
<b>"Purchaser"</b>	means ETA Green Power Limited
<b>"Purchase Order"</b>	means the document describing, setting out and authorising the purchase of goods or services to the Purchaser's requirements for the Contract.
<b>"Supplier"</b>	means the person, firm, company or affiliate who is the supplier of the goods or services named in the Purchase Order.
<b>"Supplier Background IPR"</b>	means the Supplier's Background IPR.
<b>"GDPR"</b>	means the General Data Protection Regulation.

1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

### 2. VARIATION

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order, and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding, and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

### 3. GOODS

3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order, including but not limited to, Statement of Works (SOW), engineering drawings / Standardised Electronic file formats, Gerbers, including any variations.

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations, or byelaws from time to time in force.

3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser, and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

3.1.5 Any mould tools, pre-production (soft) tools, hard tooling (production), or other such derivative of tooling to manufacture parts as specified by ETA Green Power Ltd are to remain the sole property of ETA Green Power Ltd. Tools are to be clearly identifiable as owned by ETA Green Power by a metal base plate attached to the tool or other fixed notification.

3.1.6 Whenever it is expressly agreed that the Purchaser will provide certain of its materials, components or content necessary for Supplier to perform under the Purchase Order (the "Purchaser Materials"). As applicable, the Purchaser provides a non-exclusive, non-transferable, fully paid, worldwide, revocable licence to use the Purchaser's Materials exclusively for the performance of the deliverables specified within the Purchase Order. Supplier shall carry out all actions necessary to safeguard Purchaser's title to such Purchaser's Materials, especially in the event of any bankruptcy procedures involving the Supplier, and Supplier shall waive any rights of defence arising from a bailment. Supplier represents that no third party or financial institution has the right to encumber the consigned or licenced Purchaser Materials as of conveyance and at any time when materials are in possession of the Supplier. If Supplier requires Purchaser Materials from Purchaser in order to provide the Goods or Services, Supplier must request such Buyer Materials sufficiently in advance to allow Supplier to meet the agreed upon delivery schedule. Supplier shall establish the controls necessary to maintain custody and the integrity of the Purchasers' Materials. Supplier shall store the Purchaser's Materials at its own cost, mark the same as the property of the Purchaser and keep them separate from other materials or products. Risk of damage or loss to the Purchasers' Materials shall pass to Supplier upon delivery to Supplier.

4. **PRICE**

- 4.1 The Supplier shall not increase the Price unless it is validly accepted by the Purchaser and agreed in writing before, one month prior to the execution of the Purchase Order.
- 4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties, or levies.
- 4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within 30 days of receipt, unless otherwise stated in writing, from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).
- 4.4 An invoice is one that is:
- delivered on time in accordance with the contract.
  - that is for the correct sum, and in the agreed currency as specified in the Purchase Order.
  - in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality);
  - which quote the relevant purchase order / contract reference (where used)
  - which has been delivered to the nominated address.
- 4.5 Any invoice submitted which does not comply with the criteria set out in section 4.4 will not be acknowledged as received, nor accepted as submitted for payment, until any corrections / alterations have been rectified by the supplier and resubmitted to ETA Green Power Ltd. From this date, the payment terms will commence.
- 4.6 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.
- 4.7 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order or agreed revision and issuance thereof.
- 4.8 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

5.0 **COMPETITIVENESS**

- 5.1 Supplier will use its best efforts to ensure that all Purchase Order deliverables remain competitive in terms of current technology, design, and quality and price of similar goods available to the Purchaser up to the date of delivery. If, in the sole opinion of the Purchaser, any such items do not remain competitive as defined above, Purchaser, to the extent it is free to do so, will notify Supplier of the area(s) in which other goods are more competitive. If, within thirty (30) days, Supplier does not agree to timely sell such items with comparable technology, design or quality, or if applicable, at a competitive price, Purchaser may terminate the applicable Purchase Order and purchase the applicable items from another Supplier without liability to Supplier.

6. **DELIVERY**

- 6.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser and the Crown in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.
- 6.2 The goods shall have a delivery note either attached externally to the package or internally with the goods and shall, at the minimum, contain the following information – Buyers Purchase Order Number under which the Goods or Services were purchased, Purchasers part number, Suppliers part number / reference, quantity delivered and any balance outstanding, Date of delivery, and where appropriate, Any applicable certification (CoC's etc) any remarks and any other documentation referred to within the Purchase Order.
- 6.3 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's authorised representative.
- 6.4 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.
- 6.5 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.
- 6.6 Failure by the Purchaser to exercise its options under Conditions 6.3 and/or 6.4 in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.
- 6.7 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.
- 6.8 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

7 **OWNERSHIP AND RISK**

- 7.1 Ownership and risk in the Goods shall, without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 8 below) shall pass to the Purchaser on delivery.

## 8.0 QUALITY

- 8.1 Supplier shall be responsible for the quality of the Goods or Services delivered to Purchaser, regardless of whether Supplier manufactured or executed them itself or acquired them from a sub-contractor.
- 8.2 Goods and Services shall conform to the requirements set out in the documentation, drawings, specifications and regulations provided to Supplier and referred to in the Purchase Order. No technical modifications shall be made without the prior consent of the Purchaser.
- 8.3 Purchaser shall notify Supplier in writing of any quality non-conformity detected by Purchaser or its customers in Goods and Services supplied by Supplier.
- 8.4 Supplier shall promptly respond to a non-conformity report or similar document issued by Purchaser and shall promptly investigate and inform Purchaser of the cause of the non-conformity and corrective measures taken to correct it through the RCA process.
- 8.5 Any other changes shall be notified in writing to the Purchaser for information purposes.
- 8.6 Any certificates to be sent with goods and as separate communication to include, but not limited to, certificate of conformity, certificate of design and inspection report

## 9. DAMAGE IN TRANSIT

- 9.1 On despatch of any consignment of the Goods, the Supplier shall send to the Purchaser at the address for delivery of the Goods, any advice notes specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 9.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or, having been placed in transit, fail to be delivered to the Purchaser, provided that:
  - 9.2.1 in the case of damage to such Goods in transit, the Purchaser shall, within thirty (30) days of delivery, give notice to the Supplier that the Goods have been damaged; and
  - 9.2.2 in the case of non-delivery, the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods), within ten (10) days of the notified date of delivery, give notice to the Supplier that the Goods have not been delivered.

## 10. INSPECTION, REJECTION AND GUARANTEE

- 10.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.
- 10.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. This shall involve batch inspection as referenced by ISO 28598-1:2017 (en). The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.
- 10.3 Delivery of the Goods shall take place at the moment the delivery is made to the Purchaser's specified location and signed for by the Purchaser's designated employee, but such delivery shall not confer acceptance of Goods by the Purchaser. No inspection, test, delay, or failure to inspect or test, or failure to discover any defect or non-conformance, shall relieve Supplier of any of its obligations or prevent a subsequent rejection of Goods by Purchaser.
- 10.4 The Purchaser may, by written notice to the Supplier, reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within an agreed time after delivery to the Supplier of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:
  - 10.4.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or
  - 10.4.2 refund to the Purchaser the Price in respect of the defective Goods.
- 10.5 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.
- 10.6 Any Goods rejected or returned by the Purchaser pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense.

## 11. LABELLING AND PACKAGING

- 11.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular, the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container, and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser and/or the Crown (as appropriate) against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 9.1.
- 11.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice notes state that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

## 12. INTELLECTUAL PROPERTY

- 12.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 12.1.
- 12.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):
  - 12.2.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and
  - 12.2.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.
- 12.3 Nothing in these T&C's shall provide a licence under any Intellectual Property Rights or any assignment of any Intellectual Property Rights except as set out under clause 12.
- 12.4 The Foreground IPR is to be owned by the Purchaser and shall vest with the Purchaser immediately upon creation.
- 12.5 To whatever extent that the Foreground IPR does not vest with the Purchaser immediately upon creation, the Supplier hereby assigns and agrees to assign the Foreground IPR to the Purchaser

- 12.6 The Supplier hereby agrees that, without further remuneration at its own expense, the Supplier shall do and procure to be done whatever lawful acts may be necessary to give effect to the preceding clauses 12.4 and 12.5
- 12.7 The Supplier hereby grants to the Purchaser a fully paid-up non-exclusive, irrevocable and perpetual worldwide licence under the Supplier Background IPR to the extent necessary to commercialise the Foreground IPR, the Fully Validated Data Pack of Goods, free from encumbrance. The licence granted to the Purchaser by this sub-Clause 12.6 shall include the right to grant sublicences.
- 12.8 The Purchaser grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable, terminable licence to use the Purchaser Materials for the Term of the Agreement solely for the purpose of providing the Services to the Purchaser.
- 12.9 The Supplier acknowledges that all the rights in the Purchaser Materials are and shall remain the exclusive property of the Purchaser.
- 12.10 The provisions and effect of this clause 12 shall survive termination and expiry of the Agreement.
- 13. HEALTH AND SAFETY**
- 13.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:
- 13.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and
- 13.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use, the Goods will be safe and without risk to health.
- 13.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.
- 14. INDEMNITY AND INSURANCE**
- 14.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 10 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
- 14.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.
- 14.3 The Supplier shall at the request of the Purchaser, produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.
- 14.4 The Supplier shall be liable under the provisions of the Contract (including Condition 14.1) whether or not it complies with the insurance provisions in this Condition 14.
- 14.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 15. CONFIDENTIALITY**
- 15.1 The Supplier shall procure that its staff shall keep secret and not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required by reason of a breach of this Condition 15 or disclosed by law.
- 15.2 The provisions of this Condition 15 shall apply during the continuance of the Contract and after its termination, however arising, without limitation in time.
- 15.3 The parties acknowledge that, except for any information which is declared by the Client to fall within one or more of the exceptions in Clause 12.1, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
- 15.4 The Client may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:
- (a) national security.
  - (b) personal data.
  - (c) information protected by intellectual property law.
  - (d) information which is not in the public interest to disclose
  - (e) third-party confidential information.
  - (f) IT security; or
  - (g) prevention of fraud.
- 15.5 The Client may consult with the Contractor to inform its decision regarding any redactions, but the Client shall have the final decision in its absolute discretion.
- 15.6 The Contractor shall assist and cooperate with the Client to enable the Client to publish this Contract.
- 15.7 ETA Green Power Ltd operates, and requires its suppliers to work to and in accordance with appropriate local legislation relating to GDPR requirements.
- 16. TERMINATION**
- 16.1 In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.
- 16.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time: -
- 16.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order, or the Supplier applies to enter into a voluntary arrangement with its creditors.
  - 16.2.2 a receiver, liquidator, administrator, supervisor, or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof.
  - 16.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed.
  - 16.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
  - 16.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.
- 16.3 Nothing in this Condition 16 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.
- 17. ASSIGNMENT AND SUB-CONTRACTING**
- 17.1 The Supplier shall not, without the prior written consent of the Purchaser, assign or transfer the benefit or burden of the Contract.
- 17.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.
- 17.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

18. **CORPORATE SOCIAL RESPONSIBILITY**

18.1 Purchaser considers observance of Human Rights and non-discrimination laws to be a key component of its and its Suppliers' Corporate Social Responsibilities and Environmental Social Governance and will use best endeavours to ensure compliance. Accordingly, Supplier undertakes: (i) not to admit to employment, directly or indirectly, anyone below the minimum age as defined in the International Labour Organisational Convention No. 138 (ILO); (ii) not to apply, directly or indirectly, forced labour or any means of labour under duress: (iii) not to apply, amongst its employees, physical punishment, threats of violence nor any other means of duress or physical or mental abuse; and (iv) to avoid any kind of unlawful discrimination against or among its employees, meaning any distinction, exclusion or preference giving rise to duress or inequality based on race, colour, sex, religious belief, political opinion, nationality, gender expression, sexual orientation, disability or any other personal, physical or social condition, or other status protected by law. If supplier is found to be in breach of any of the foregoing provisions, Purchaser shall take the measures it considers appropriate, including the suspension or termination of the Purchase Order or Contract.

19. **Modern Day Slavery, Child labour, Inhumane treatment and Human Trafficking**

19.1 Purchaser does not, and will never knowingly work with any supplier that is suspected of being connected in any way with slavery, human trafficking, child labour or any inhumane treatment. The Purchaser endeavours to verify that any new supplier is not involved with, or suspected of, slavery, bribery, corruption or any other unlawful activity. The Purchaser strives to comply with all applicable laws, regulations and best practices in all areas in which it does business, including but not limited to the Modern Slavery Act 2015 ("the Act"), and it requires any supplier with which the Purchaser deals with to do the same.

19.2 The Suppliers shall not use, or allow its sub-suppliers, sub-contractors or any of the supplier affiliates to use forced, bonded or involuntary prison labour and ensure that the Supplier shall have and maintain throughout the Purchase Order or contracted position its own policies and procedures to ensure compliance in its, and subcontracted or affiliated organisations, as well as any third-party supply chain contracted positions. Due diligence procedures will be undertaken by the supplier to ensure compliance and shared with ETA Green Power Ltd.

20. **Conflict of Minerals**

20.1 The Supplier represents and warrants that it is in full compliance with conflict minerals laws including, without limitation, as referenced by the UK Conflict Minerals (Compliance) (Northern Ireland) (EU Exit) Regulations 2020 and Conflicts Minerals Regulation (EU) No. 2017/821 (3TG) as they may be amended from time to time and any regulations, rules, decisions or orders relating thereto adopted by the UK and EU or successor governmental agencies responsible for adopting regulations. The Supplier warrants that all Products supplied to the Purchaser are conflict free and Supplier shall disclose to the Purchaser the original source of all conflict materials contained in its Products, if Supplier does not know it, it will work with the Purchaser to disclose who it bought the items from.

21. **NOTICES**

21.1 Any notices to be given under the Contract shall be delivered personally, sent by post, by facsimile transmission, or by email to the Services Manager (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or if sent by facsimile transmission, 12 hours after proper transmission, or when sent by email.

22. **THIRD PARTY RIGHTS**

22.1 The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

23. **SEVERABILITY**

23.1 If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

24. **WAIVER**

24.1 No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right, and any partial exercise of any such right shall not prevent any future exercise of the right.

25. **LAW AND JURISDICTION**

The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law, and the parties submit to the jurisdiction of the English courts, except that the Purchaser may seek injunctive relief outside such jurisdiction.