

CERES POWER LIMITED STANDARD TERMS OF PURCHASE OF SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In these Purchase Terms, the following definitions apply:

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

Ceres: means Ceres Power Limited (Company No. 04222409), registered address: Viking House, Foundry Lane, Horsham, West Sussex, RH13 5PX;

Contract: means the Purchase Order and the Supplier's acceptance of the Purchase Order;

Deliverables: means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Intellectual Property: means any and all rights in inventions, patents, know-how, trade secrets, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, these rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world;

Price: means the price of the Services as set out in the Purchase Order;

Purchase Order or PO: means the purchase order issued by Ceres incorporating these Terms, including any special terms and conditions set out in that Purchase Order and any documents incorporated by express reference in that Purchase Order;

Purchase Terms: means these standard terms of purchase and any special terms included in the PO;

Services: means the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Specification;

Specification: the description or specification for the Services agreed in writing by Ceres and the Supplier; and

Supplier: means the person, company or firm set out in the PO as supplier of the Services.

2. BASIS OF CONTRACT

2.1 The PO constitutes an offer by Ceres to purchase the Services from the Supplier in accordance with these Purchase Terms.

2.2 The PO shall be deemed accepted on the earlier of:

- (a) the Supplier accepting a PO in writing; or
- (b) any act by the Supplier consistent with fulfilling the PO, at which point and on which date the Contract shall come into existence.

2.3 These Purchase Terms apply to each Contract to the exclusion of any other terms on which any quotation or acknowledgement has been given to Ceres or subject to which the PO is accepted or purported to be accepted by the Supplier. No addition to or variation of or exclusion of these Purchase Terms or any of them shall be binding upon Ceres, unless confirmed in writing by Ceres.

3. SUPPLY OF SERVICES

3.1 The Supplier shall from the date set in the PO and for the duration of the Contract provide the Services to Ceres in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services specified in the PO or the Specification or that Ceres notifies to the Supplier and time is of the essence in relation to any of those performance dates.

3.3 In providing the Services, the Supplier shall:

- (a) co-operate with Ceres in all matters relating to the Services, and comply with all instructions of Ceres;
- (b) perform the Services with due care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services and Deliverables will conform with all descriptions, standards and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose that Ceres expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services; and
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of Ceres's premises, as notified by Ceres from time to time.

4. CERES'S REMEDIES

4.1 If the Supplier fails to perform the Services by the applicable dates, Ceres may (in addition to other rights and remedies at law):

- (a) refuse to accept subsequent performance of Services under the Contract;
- (b) recover from the Supplier any costs incurred by Ceres in obtaining substitute Services from a third party;
- (c) where Ceres has paid in advance for Services which have not been performed by the Supplier, to have such sums refunded by the Supplier; and/or
- (d) to claim damages for any additional costs, loss or expenses incurred by Ceres which are in any way attributable to the Supplier's failure to meet such dates.

4.2 If the Supplier has performed Services and/or supplied Deliverables which do not comply with the requirements of clause 3.3, then Ceres may (in addition to other rights and remedies at law):

- (a) return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (b) require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- (c) to recover from the Supplier any expenditure incurred by Ceres in obtaining substitute Services from a third party; and
- (d) to claim damages for any additional costs, loss or expenses incurred by Ceres which are in any way attributable to the Supplier's failure to comply with clause 3.3.

4.3 These Purchase Terms shall extend to any substituted or remedial services provided by the Supplier.

5. CERES' OBLIGATIONS

Ceres shall:

5.1 Provide all Ceres' Materials (as defined at clause 8) that the Supplier requires to perform its obligations under the Contract; and

5.2 Provide such necessary information for the provision of the Services as the Supplier may reasonably request.

6. PRICE AND PAYMENT

6.1 Ceres shall pay the Price in Pounds Sterling (£) as set out in the Contract.

6.2 The Price for the Services shall be exclusive of any applicable VAT (which shall be payable by Ceres subject to receipt of a VAT invoice).

6.3 Unless otherwise agreed in writing with Ceres, the Price shall be inclusive of any costs and expenses incurred by the Supplier for the performance of the Services.

6.4 Unless otherwise stated in the PO, the Supplier may only invoice Ceres on or after the completion of the Services.

6.5 Ceres shall pay undisputed invoices within thirty (30) days of receipt of a valid and accurate invoice.

6.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of two per cent (2%) per annum above Natwest Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

6.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Ceres to inspect such records at all reasonable times on request.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Deliverables shall be owned by Ceres and the Supplier hereby assigns to Ceres, with full title guarantee and free from all third party rights, the Intellectual Property rights and all other rights in the products of the Services (including the Deliverables).

7.2 The Supplier shall, promptly at Ceres' request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Ceres may from time to time require for the purpose of securing for Ceres the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property rights and all other rights assigned to Ceres in accordance with clause 7.1.

7.3 The Supplier waives any moral rights in the products of the Services (including the Deliverables) to which it is now or may be at any future time entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such products or other materials, infringes the Supplier's moral rights.

7.4 To the extent that the Supplier's background Intellectual Property is required to use any of the Services and/or the Deliverables, the Supplier grants to Ceres or shall procure the direct grant to Ceres of, a fully paid-up,

worldwide, non-exclusive, sub-licensable, royalty-free perpetual and irrevocable licence to use the Suppliers' background Intellectual Property for that purpose only.

- 7.5 Ceres grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable and limited licence to copy any materials provided by Ceres to the Supplier for the term of the Contract for the sole purpose of providing the Services and/or the Deliverables to Ceres.

8. INSURANCE, LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance policies to cover the liabilities that may arise under or in connection with the Contract.
- 8.2 Nothing in the Contract shall exclude or restrict the liability of either party for: (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of confidentiality; or (iv) any liability which cannot be excluded or limited by law.
- 8.3 Subject to the provisions of clauses 8.2, the Ceres's total aggregate liability, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or in connection with the Contract shall be limited to the Price of the Services under the Contract.
- 8.4 Subject to the provisions of clauses 8.2 and 8.5, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, revenue, business or use (in each case whether direct or indirect) or any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with the Contract.
- 8.5 The Supplier shall indemnify, hold harmless and keep indemnified Ceres against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis)) suffered or incurred by Ceres as a result of or in connection with:
- any claim made against Ceres for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services and/or the Deliverables;
 - any claim made against Ceres by a third party for death, personal injury or damage to property arising out of, or in connection with, the provision of the Services and/or the Deliverables or the performance of the Supplier's obligations under the Contract; and
 - any claim made against Ceres by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract.

9. TERMINATION

- 9.1 Ceres may terminate the Contract with immediate effect by notice in writing to the Supplier if:
- the Supplier commits a material breach of the Contract which is irremediable or, in the case of remediable breach, fails to remedy the breach as soon as reasonably possible and in any event within fourteen (14) days of being asked to do so in writing; or
 - the Supplier is unable to pay its debts as they become due, ceases or threatens to cease business, or commits an act of insolvency/bankruptcy, or it or a third party takes action for it to go into liquidation unless this is to reconstruct or merge the company, or if an administrator, administrative receiver, receiver or manager is appointed of any part of its business, or if anything analogous to any of those events occurs in any jurisdiction.
- 9.2 On termination of the Contract for any reason, the Supplier shall immediately deliver to Ceres all Deliverables whether or not then complete, and return all Ceres' Materials. If the Supplier fails to do so, then Ceres may enter the Supplier's premises and take possession of them.
- 9.3 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry and any clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. FORCE MAJEURE

- 10.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from an event, circumstance or cause beyond its reasonable control ("Force Majeure Event").
- 10.2 If a Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than ten (10) Business Days, the party not affected by the Force Majeure Event may terminate the Contract by giving five (5) Business Days' written notice to the affected party.

11. CONFIDENTIAL

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Ceres or its agents and any other confidential information concerning Ceres's business or its products which the

Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging its obligations to Ceres and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier. For the avoidance of doubt, the terms and the existence of the Contract between the Parties shall be considered as confidential information.

12. CERES' PROPERTY

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Ceres to the supplier or not so supplied but used by the supplier specifically in the manufacture of the services ('Ceres' materials) shall at all times be and remain the exclusive property of Ceres but shall be held by the supplier in safe custody at its own risk and maintained and kept in good condition by the supplier until returned to Ceres and shall not be disposed of other than in accordance with the Ceres's written instructions, nor shall such items be used otherwise than as authorised by Ceres in writing.

13. GENERAL

- 13.1 The Supplier may not assign, transfer, charge, mortgage, subcontract, novate or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of Ceres. Ceres may, at any time, assign, transfer, charge, mortgage, subcontract, delegate or deal in any other manner with all or any of its rights and obligations under the Contract. In the event Ceres permits the Supplier to subcontract any of its obligations under this Agreement, the Supplier shall remain fully responsible for the performance of its obligations under this Agreement.
- 13.2 Notices given under the Contract shall be in the English language, in writing, addressed to a party at its registered office (or such other address as the relevant party may notify to the other party) and shall be delivered either by: (i) email; (ii) first class post; or (iii) commercial courier. A notice is deemed to have been received: after successful transmission, if sent by email; on the second Business Day after posting, if sent by first class post; and, if sent by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 13.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.4 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.5 Any failure or delay in exercising any right or remedy available to a party under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it limit that party's rights to exercise that or any other right or remedy. Any waiver of any right or remedy under the Contract or by law must be in writing and signed by both parties.
- 13.6 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 13.7 No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 13.8 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.