

Terms and Conditions for the Supply of Goods and Services

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Affiliate" means either a Gren Affiliate or a Supplier Affiliate (as applicable in the context).

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

"Business Hours" means the period from 9.00 am to 5.00 pm on any Business Day.

"Charges" means the charges payable by Gren for the provision of the Goods and/or Services in accordance with clause 9.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 17.7.

"Contract" means the contract between Gren and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

"Data Protection Legislation" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the processing of personal data to which a party is subject in relation to the Contract, including the UK data protection legislation and the EU data protection legislation, and any code of practice or guidance published by a regulator from time to time.

"Deliverables" means all works, 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).

"Delivery Date" means the date for delivery specified in the Work Order.

"Delivery Location" has the meaning set out in clause 4.2(a).

"Economic Sanctions" means any economic, financial or trade sanctions laws, regulations or restrictive measures administered or enforced by the United Kingdom, the European Union (or any member state thereof), the United States, the United Nations or any other applicable governmental authority.

"Force Majeure Event" has the meaning set out in clause 17.1.

"Fund" means any unit trust, investment trust, investment company, limited partnership, limited liability partnership, general partnership or other collective investment scheme, pension fund, insurance company or any body corporate or other entity, which is managed or advised by any manager, investment adviser or asset adviser who has entered into an investment or advisory agreement (as applicable), fund management agreement or similar agreement.

"Goods" means the goods (or any part of them) set out in the Work Order as varied from time to time.

"Gren" means Gren Energy Limited registered in England and Wales with company number 14745562, or such other Gren Affiliate as may be set out in the Work Order.

"Gren Affiliate" means:

(a) any other person that directly or indirectly Controls, is Controlled by, or is under common Control with, Gren; or

(b) any Fund managed, advised or Controlled (directly or indirectly) by (i) Gren; or (ii) any person falling under limb (a) of this definition.

"Gren Materials" has the meaning set out in clause 6.1(c).

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Mandatory Policies" means Gren's Supplier Code of Conduct found at: [SCoC_2 \(grenweb01.blob.core.windows.net\)](https://grenweb01.blob.core.windows.net/SCoC_2), as may be amended by Gren from time to time.

"Order" means Gren's order for the provision of the Goods and/or Services, as set out in Gren's Work Order.

"Restricted Person" means any person that is the target of, or owned or controlled by a person that is the target of, Economic Sanctions, or that is located or organised in a country or territory that is the subject of Economic Sanctions.

"Services" means the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Work Order.

"Specification" means the description or specification for the Goods and/or Services, including any related plans and drawings, that is the Supplier's standard specification (as varied from time to time) and/or is agreed in writing by Gren and the Supplier.

"Supplier" means the company or entity from whom Gren purchases the Goods or Services or Goods and Services.

"Supplier Affiliate" means any other person that directly or indirectly Controls, is Controlled by, or is under common Control with, the Supplier.

"Work Order" means the work order to which these terms and conditions are attached.

1.1 Interpretation:

- (a) A person includes a natural person, corporate, or unincorporated body (whether or not having a separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by Gren to purchase Goods or Services or Goods and Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1 The Supplier warrants that the Goods shall:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Gren, expressly or by implication, and in this respect Gren relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after; (i) delivery, in the case of goods which do not have to be installed or commissioned; (ii) installation, in the case of goods which have to be installed but not commissioned; or (iii) commissioning, in the case of goods which have to be commissioned; and
- (d) comply with all applicable laws, statutes, standards and good industry practice.

3.2 Gren may inspect and test the Goods at any time before delivery and/or after delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.3 If following such inspection or testing Gren considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Gren shall inform the Supplier and, without prejudice to clause 7, the Supplier shall immediately take, at the Supplier's cost, such remedial action as is necessary to ensure compliance.

3.4 Gren may conduct, at the Supplier's cost, further inspections and tests after the Supplier has carried out its remedial actions.

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4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) if the Supplier requires Gren to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

- (a) to the location set out in the Work Order or such other location as the parties may agree ("**Delivery Location**"); and
- (b) during Business Hours on the Delivery Date, or at such other times as the parties may agree.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or by Gren's failure to make its agreed premises or facilities available for the delivery.

4.5 The Supplier shall not deliver the Goods in instalments without Gren's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Gren to the remedies set out in clause 7.

4.6 Title and risk in the Goods shall pass to Gren on completion of delivery.

5. SUPPLY OF SERVICES

5.1 The Supplier shall from the date set in the Order and for the duration of the Contract provide the Services to Gren in accordance with the terms of the Contract.

5.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Work Order or that Gren notifies to the Supplier.

5.3 In providing the Services, the Supplier warrants that it shall:

- (a) co-operate with Gren in all matters relating to the Services, and comply with all reasonable instructions of Gren to the extent that such instructions relate to the provision of the Services;
- (b) perform the Services with the reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- (c) ensure that the Deliverables are free from defects in design, materials and workmanship and remain so for 12 months after completion of the Services;
- (d) ensure that the Deliverables comply with all applicable laws, statutes, standards and good industry practice;
- (e) 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;
- (f) ensure that the Services will conform in all material respects with all descriptions, standards and specifications set out in the Specification;
- (g) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (h) ensure that all tools, equipment, materials or other items used in the provision of the Service are suitable for the performance of the Services, and are free from defects in workmanship, installation and design; and
- (i) observe all health and safety rules and regulations and any other security requirements that apply at any of Gren's premises from time to time.

6. SUPPLIER OBLIGATIONS

6.1 Throughout the duration of the Contract, the Supplier shall:

- (a) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods

and/or provision of the Services, and with the Mandatory Policies;

- (b) obtain and at all times maintain all licences, permissions, authorisations, consents and permits, which may be required for the delivery of the Goods and/or provision of the Services, or for the Supplier to otherwise comply with its obligations under the Contract;
- (c) hold all materials, equipment and tools, drawings, specifications and data supplied by Gren to the Supplier (**Gren Materials**) in safe custody at its own risk, take all reasonable care until returned to Gren, and not dispose or use Gren Materials other than in accordance with Gren's written instructions or authorisation; and
- (d) not do or omit to do anything which may cause Gren to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Gren may rely on the Goods and/or Services.

6.2 The Supplier shall conduct such tests, including pre-delivery, post-delivery, post-installation, and/or post-commissioning acceptance tests and inspections, in relation to the Goods and/or Deliverables as specified in the Work Order.

7. GREN REMEDIES

7.1 If the Supplier fails to deliver the Goods or perform the Services by the applicable date(s), Gren shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (b) to recover from the Supplier any costs incurred by Gren in obtaining substitute goods or services from a third party;
- (c) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and
- (d) to claim damages for any additional costs, loss or expenses incurred by Gren which are attributable to the Supplier's failure to meet such dates.

7.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 and/or clause 6, then, without limiting or affecting other rights or remedies available to it, Gren shall have one or more of the following rights and remedies:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to require the Supplier to repair (on an on-site basis) or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (c) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; and
- (d) to recover from the Supplier any expenditure incurred by Gren in obtaining substitute goods from a third party.

7.3 If the Supplier has supplied Services that do not comply with the undertakings set out in clause 5.3 and/or clause 6 then, without limiting or affecting other rights or remedies available to it, Gren shall have one or more of the following rights:

- (a) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (b) to 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 require the Supplier to repair (on an on-site basis) the rejected Deliverables;
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by Gren in obtaining substitute services from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by Gren arising from the Supplier's failure to comply with clause 5.3(f) or clause 6.

7.4 These Conditions shall extend to any substituted or remedial services or repaired or replacement goods provided by the Supplier.

7.5 Gren's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

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8. GREN'S OBLIGATIONS

- 8.1 Gren shall:
- ensure that the terms of the Work Order are complete and accurate;
 - co-operate with the Supplier in all matters relating to the Goods and/or Services;
 - where necessary, provide the Supplier, its employees, consultants and subcontractors, with reasonable access at reasonable times to Gren's premises for the purpose of providing the Goods and/or Services;
 - obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, unless the parties agree in the Work Order that the Supplier shall be responsible for obtaining any relevant licences, permissions and/or consents; and
 - provide such information for the provision of the Services as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

9. CHARGES AND PAYMENT

- 9.1 The Charges for the Goods:
- shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Gren.
- 9.2 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. All costs and expenses of the Supplier directly or indirectly incurred in connection with the performance of the Services shall require pre-approval by Gren prior to them being incurred.
- 9.3 In respect of the Goods, the Supplier shall invoice Gren on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Gren on completion of the Services, or in either case in accordance with such payment schedule as specified in the Work Order. Each invoice shall include such supporting information required by Gren to verify the accuracy of the invoice, including the relevant purchase order number.
- 9.4 In consideration of the supply of the Goods and/or Services by the Supplier, Gren shall pay each undisputed invoice within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.5 If Gren receives an invoice which it reasonably believes includes a sum which is not valid and properly due:
- Gren shall notify the Supplier in writing as soon as reasonably practicable and pay the balance of the invoice not in dispute by the due date for payment;
 - Gren's failure to pay the disputed Charges shall not be deemed to be a breach of these Conditions;
 - to the extent that Gren is obliged, following resolution of the dispute, to pay an amount, then the Supplier may charge interest in accordance with clause 9.7 from the original due date until the date of payment; and
 - once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within sixty (60) days.
- 9.6 All amounts payable by Gren under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Gren, Gren shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.
- 9.7 If Gren fails to make a payment due to the Supplier under the Contract by the due date, then Gren shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any Gren Materials) shall be owned by the Supplier.
- 10.2 The Supplier grants to Gren, or shall procure the direct grant to Gren of, a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licensable and irrevocable licence to copy and, where necessary, modify the Goods and/or Deliverables (excluding Gren Materials) for the purpose of receiving and using the Goods and/or the Services and the Deliverables.
- 10.3 Gren grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by Gren to the Supplier for the term of the Contract for the purpose of providing the Goods and/or Services to Gren.
- 10.4 The Supplier acknowledges that all rights in the Gren Materials are and shall remain the exclusive property of Gren.

11. INDEMNITY

- 11.1 The Supplier shall indemnify Gren against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Gren arising out of or in connection with:
- any claim brought against Gren for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Gren Materials);
 - any claim made against Gren by a third party arising out of, or in connection with, the supply of the Services; and
 - property damage arising from the Supplier's acts or omissions whilst on Gren's premises.
- 11.2 This clause 11 shall survive termination of the Contract.

12. DATA PROTECTION

- 12.1 The parties each acknowledge and agree that each party may process personnel personal data (in their respective capacities as controllers) under and in connection with the Contract for the purposes of administration, management, dispute resolution and compliance of the Contract (with "process", "personal data" and "controller" having the meaning given to those terms in the Data Protection Legislation).
- 12.2 Each party will comply with its obligations under the Data Protection Legislation in its performance of its obligations under the Contract.

13. INSURANCE

- 13.1 During the term of the Contract, the Supplier shall, solely at its own cost, maintain in force, with a reputable insurance company, comprehensive professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract.
- 13.2 Gren shall be entitled to request evidence that the Supplier has obtained the insurance coverage set out in clause 13.1, which the Supplier shall make available upon request.

14. TERMINATION

- 14.1 Without limiting or affecting any other right or remedy available to it, Gren may terminate the Contract:
- with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of 6.1(a); and/or ;
 - for convenience by giving the Supplier one week's written notice.
- 14.2 Without limiting or affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified in writing to do so;
 - the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in

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relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that its ability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract for any reason:

- (a) the Supplier shall immediately deliver to Gren all Deliverables and Goods purchased, whether or not then complete, and return all Gren Materials. If the Supplier fails to do so, then Gren, upon prior written notice to the Supplier, may enter the Supplier's premises (or the Supplier shall procure for Gren to enter such third party premises where the Deliverables and/or Goods are held) and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- (b) Gren shall promptly pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Supplier shall submit and invoice, which shall be payable by Gren upon receipt in accordance with these Conditions.

15.2 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. LIABILITY

16.1 Subject to clause 16.3 and 16.4, the aggregate liability of Gren in respect of any loss or damage suffered by the Supplier and arising out of or in connection with the Contract, whether in contract, tort (including negligence) or breach of statutory duty or on any other basis, shall not exceed a sum equivalent to 100% of the total Charges paid or payable under the Contract.

16.2 Subject to clause 16.3 and 16.4, the aggregate liability of the Supplier in respect of any loss or damage suffered by Gren or Gren's Affiliates and arising out of or in connection with the Contract, whether in contract, tort (including negligence) or breach of statutory duty or on any other basis, shall not exceed the greater of:

- (a) the amount the Supplier is able to recover under its insurance coverage pursuant to clause 13.1; or
- (b) a sum equivalent to 150% of the total Charges paid or payable under the Contract.

16.3 Subject to clause 16.4, neither party will be liable to the other for any: (i) loss (whether direct or indirect) of revenue or profit, anticipated savings, business opportunity, goodwill or reputation; or (ii) indirect, consequential or special loss or damage, in each case arising out of, or connection with, the Contract (including as a result of breach of contract, negligence or any other tort, under statute or otherwise).

16.4 Nothing shall operate so as to limit either party's liability for death or personal injury caused by its negligence or any other liability which cannot be excluded or limited by law.

17. GENERAL

17.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

17.2 **Assignment and other dealings.**

(a) Except as set out under clause 17.2(b) neither party may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party.

(b) Gren may at any time assign any or all of its rights under the Contract to any Gren Affiliate, provided that Gren gives prior written notice to the Supplier of any such assignment.

17.3

Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.3(b) and 17.3(c).

(b) Gren may disclose the Supplier's confidential information to Gren's Affiliates.

(c) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, Affiliates, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, Affiliates, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(d) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17.4

Compliance.

(a) The Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force in the performance of its obligations under the Contract.

(b) The Supplier represents and warrants on an ongoing basis that it and its employees, agents and subcontractors comply with, and shall continue to comply with: (i) the Bribery Act 2010 and all other applicable anti-bribery and anti-corruption laws (together, "Bribery Laws"); (ii) the Economic Crime and Corporate Transparency Act 2023 and all other applicable laws relating to fraud (together, "Fraud Laws"); (iii) Part 3 of the Criminal Finances Act 2017 and all other applicable laws relating to the facilitation of tax evasion (together, "Tax Evasion Laws"); and (iv) the Modern Slavery Act 2015 and all other applicable laws relating to slavery, servitude, forced or compulsory labour and human trafficking (together, "Modern Slavery Laws"), in each case including any similar or equivalent laws in any relevant jurisdiction. The Supplier shall maintain adequate procedures designed to prevent any breach of the foregoing and shall not do or omit to do anything that would cause Gren to be in breach of any Bribery Laws, Fraud Laws, Tax Evasion Laws or Modern Slavery Laws.

(c) The Supplier represents and warrants on an ongoing basis that neither it nor any Supplier Affiliate is a Restricted Person or is owned or controlled by a Restricted Person. The Supplier shall comply with all applicable Economic Sanctions and shall not engage in any transaction or activity that would cause Gren to be in breach of any Economic Sanctions. The Supplier shall notify Gren promptly in writing, together with all relevant details, if it is unable to perform its obligations under the Contract as a result of the imposition of Economic Sanctions or if any circumstances arise which have exposed or may expose Gren to the risk of being or becoming subject to any Economic Sanctions. If Gren is notified by the Supplier or otherwise becomes aware of circumstances under which the Supplier or any Supplier Affiliate has exposed or may, in Gren's reasonable opinion, expose Gren to the risk of being or becoming subject to any Economic Sanctions, the Supplier shall, if Gren requires, engage with Gren to agree a practical solution to permit continuity of the Contract in a manner that is compliant with Economic Sanctions.

(d) The Supplier shall: (i) carry out due diligence to identify and assess actual or potential adverse environmental, social and human rights impacts in its operations and supply chain; (ii)

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- use all reasonable endeavours to mitigate and remediate any such adverse impacts; and (iii) on request, provide Gren with such information as Gren may reasonably require to demonstrate compliance with this clause or to enable Gren to comply with its own legal and regulatory obligations, including an annual report of the Supplier's Scope 1, 2 and 3 greenhouse gas emissions arising from the performance of its obligations under the Contract.
- (e) The Supplier acknowledges that Gren has a duty under section 40A of the Equality Act 2010 to take reasonable steps to prevent sexual harassment (as defined in section 26(2) of the Equality Act 2010) ("Sexual Harassment") of Gren's personnel in the course of their employment, including by third parties. The Supplier shall take reasonable steps to prevent Sexual Harassment of Gren's personnel by the Supplier's employees, agents or subcontractors, fully co-operate with Gren in respect of any actual or alleged incident of Sexual Harassment, and temporarily or permanently remove any individual concerned from the provision of the Goods and/or Services if reasonably required by Gren.
- (f) The Supplier shall immediately notify Gren in writing if it becomes aware of any breach or suspected breach of any of its obligations under this clause 17.4 and develop a corrective action plan within thirty (30) days setting out the steps to be taken to remediate the breach and prevent recurrence. Any breach of this clause shall constitute a material breach of the Contract.
- 17.5 **Audit.** Gren shall be entitled to audit the Supplier's provision of the Goods and/or Services, compliance with applicable law and performance of its obligations under the Contract, up to a maximum of two (2) times per calendar year. Upon reasonable prior written notice, the Supplier shall provide Gren, its external advisers, auditors or any regulator (together, **Auditors**) with: (i) access to, or copies of, all records, books, accounts and other relevant information relating to the Supplier's performance of its obligations under the Contract (and Gren shall be entitled to make and remove copies of any such records); (ii) reasonable access to the Supplier's premises, the Supplier's personnel and any other premises used in connection with the provision of the Goods and/or Services; and (iii) any assistance that the Auditors may reasonably require, at the Supplier's own cost. The limitations on frequency and prior notice set out in this clause shall not apply where an audit is requested by a regulator or where Gren reasonably suspects a breach of the Supplier's obligations under clause 17.4.
- 17.6 **Entire agreement.**
- (a) 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.7 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 17.8 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.9 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity or enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 17.9, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provisions.
- 17.10 **Notices.**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case) and marked for the attention of Chief Legal Officer in the case of Gren and the name listed in the Order in the case of the Supplier; or
- (ii) sent by email to the address specified as follows:
- (A) for Gren: the email address listed in the Order and a copy to grenuklegal@gren.com
- (B) for Supplier: the email address listed in the Order.
- (b) Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; or
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.10(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.11 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.12 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.13 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.