

EvoEnergy Limited

Terms and Conditions

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1. INTRODUCTION, DEFINITIONS AND INTERPRETATION

1.1 Introduction

In these terms and conditions 'we' means EvoEnergy Ltd and references to 'us' and 'our' are to be construed accordingly. 'You' means 'the Client' named in the Proposal and references to 'Your' are to be construed accordingly.

1.2 Definitions

For the purposes of the Contract, the following terms shall have the meanings set out below.

"Change of Control"	means, in relation to a party, the acquisition by any person or group of persons acting in concert of the ability (whether directly or indirectly) to direct the affairs of that party, including by the acquisition of more than 50% of its voting shares or equivalent ownership interest, or through the ability to appoint or remove a majority of its board of directors or equivalent governing body.
"Civil Works"	means groundworks, trenching, excavation, cable ducting, foundation works, and surface reinstatement carried out at the Site in connection with the Services.
"Client"	means the business to whom the Proposal is addressed, or the business or legal entity that accepts the Proposal, issues a purchase order, or otherwise instructs the Contractor to proceed.
"Client IP"	all Intellectual Property Rights owned by or licensed to the Client and provided to Us in connection with the Contract.
"Commercial Installation Services"	the Installation of a System under the applicable Schedule or Schedules from Schedules 2, 3, 4, 5, and 6.
"Confidential Information"	any information of a confidential nature (whether communicated orally, in writing, electronically or by any other means) relating to a party, its business, affairs, operations, customers, suppliers, software, technology, systems, designs, drawings, specifications, proposals, pricing, financial information, products, services, proprietary methods, techniques and processes, unique selling propositions and competitive advantages, intellectual property rights, trade secrets, know-how or business plans, together with any other information which is marked or identified as confidential or which ought reasonably to be regarded as confidential. For the avoidance of doubt, Confidential Information includes the Proposal, Documentation, designs, layouts, drawings, specifications, calculations, surveys, reports, pricing information, quotations, technical solutions and methodologies supplied by EvoEnergy. Confidential Information does not include information which: (a) is or becomes publicly available other than through a breach of this Contract or any other obligation of confidence; (b) was lawfully in the possession of the receiving party before it was disclosed by the disclosing party; (c) is

	lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.
"Consents"	all authorisations, consents, approvals, licences, permissions, registrations, grid connection applications, DNO notifications, export and import approvals and agreements, metering arrangements and any other approvals or permissions required from any network operator, utility provider, regulatory body, local authority or other third party in connection with the Services or the System.
"Contract"	the agreement made between the Client and EvoEnergy for the supply of Goods and/or Services comprising these Terms, the applicable Schedule(s) and the Proposal.
"Data Protection Legislation"	all applicable laws relating to privacy, data protection and the Processing of Personal Data, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and where the Services are provided outside the United Kingdom, the equivalent data protection legislation applicable in the relevant jurisdiction. and any legislation which amends, replaces or re-enacts any of them from time to time.
"DNO"	means the applicable Distribution Network Operator or equivalent grid operator in the jurisdiction in which the Services are performed or the System is located.
"Documentation"	the documentation issued by EvoEnergy describing the Goods and Services.
"EvoEnergy IP"	all Intellectual Property Rights owned by or licensed to EvoEnergy, including all designs, drawings, specifications, layouts, calculations, Documentation, surveys, reports, proposals (including Proposals), quotations, models, software, pricing information and technical information and solutions, methodologies, data, know-how and other materials created, developed, supplied or used by EvoEnergy in connection with the Contract.
"Export Payments"	any payments, credits, revenues or other financial benefits received in respect of electricity exported from the System.
"Final Payment"	the final instalment of the Price payable to Us under the Contract in respect of the relevant Services in accordance with the applicable provisions of Clause 10.

“Force Majeure Event”	any event or circumstance beyond the reasonable control of the affected party which prevents, delays or materially hinders the performance of its obligations under this Contract, including: (a) acts of God, flood, drought, earthquake, storm, lightning, epidemic, pandemic or other natural disaster; (b) fire, explosion, accident, collapse of structures or other physical damage; (c) war, armed conflict, terrorist attack, civil commotion, riot or threat of any of the foregoing; (d) compliance with any law, governmental order, rule, regulation, guidance, requirement, restriction or intervention of any governmental, regulatory or local authority; (e) interruption, failure or delay in the supply of electricity, gas, water, telecommunications, transport, logistics or other utility services; (f) any act, omission, delay, refusal or failure by a DNO, transmission system operator, independent distribution network operator, utility provider, local authority or other third party whose cooperation, approval, consent, connection or services are required in connection with the Services or the System, including any delay in the provision of grid connection offers, export approvals, import approvals, energisation approvals, Consents or other network-related approvals; (g) shortages of labour, materials, equipment, fuel, components or transportation, or disruption to supply chains; (h) industrial disputes, strikes, lock-outs or other trade disputes involving any third party; and (i) the inability to gain access to the Site, or any restriction on access to the Site, for reasons beyond the reasonable control of EvoEnergy.
“Goods”	all physical items supplied by EvoEnergy whether as part of the Services or independently of any Services in accordance with clause 9.14 including, where applicable, all components of the System.
“Incoterms”	the International Chamber of Commerce Incoterms® 2020 rules.
“Installation”	the assembly, fitting, mounting, connection, testing and commissioning of the System at the Site, including in connection with any Solar PV System, battery energy storage system, EV charging infrastructure, electrical infrastructure, or energy management system, as applicable to the Services.

"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, service marks, business names, domain names, rights in get-up, goodwill and the right to sue for passing off, design rights, database rights, rights in software, source code, know-how, trade secrets and confidential information and all other intellectual property rights, whether registered or unregistered, including applications for and rights to apply for, renew or extend such rights anywhere in the world.
"Operation and Maintenance Services"	the Services described in Schedule 7.
"Order"	Your order for the Goods and/or Services being: (a) Your signature of the Proposal; (b) Your written acceptance of the Proposal including by email; or (c) a purchase order issued by You to EvoEnergy in response to the Proposal; provided that in each case it reflects the content of the Proposal and does not introduce any additional or alternative terms.
"Other Contractors"	has the meaning given to it in clause 6.11
"Price"	the price specified in the Proposal or, following formation of the Contract in accordance with clause 2.1, as subsequently amended by written agreement by the parties constituting an amendment to the Proposal in accordance with clause 4.6.
"Personnel"	EvoEnergy's employees, workers, agents, consultants and subcontractors engaged in connection with the performance of the Services.
"Practical Completion"	the date on which the Installation is certified as practically complete in accordance with clause 8, or deemed to have occurred pursuant to clause 8.3.
"Proposal"	the proposal or quotation provided by EvoEnergy to the Client which, upon formation of the Contract in accordance with clause 2.1 shall form part of the Contract to the exclusion of all other terms and conditions. For the avoidance of doubt, only those items explicitly outlined in the Proposal are included as part of the Goods or Services; all other items not specified are excluded.
"Remedial Maintenance Services"	the services described in Schedule 8.
"Services"	the services which are the subject of the Proposal (as may be further described in the Documentation issued by EvoEnergy), and which may include any of the services referred to in Schedules 1 to 8 of these Terms, together with any Goods to be supplied in connection therewith.
"Site"	the premises at which the Goods are supplied and the Services are being carried out.
"Solar PV System"	the solar photovoltaic installation, including all solar panels, inverters, meters, cabling, mounting equipment and associated apparatus installed at the Site, together

	with any renewals, replacements, modifications or additions thereto
“Standalone Goods Supply”	has the meaning given to it in clause 9.14.
“System”	any equipment, apparatus, infrastructure, plant, software, hardware, components, monitoring equipment, communications equipment and associated materials supplied, installed, commissioned, maintained, repaired, monitored or serviced by EvoEnergy under the Contract, including any Solar PV System, battery energy storage system, EV charging system, electrical infrastructure, energy management system and any associated ancillary equipment.
“Terms”	the terms and conditions set out in this document being from clause 1 (Introduction, Definitions & Interpretation) through to clause 29 (Governing Law & Jurisdiction) inclusive.
“Third-Party Land”	has the meaning given to it in clause 6.1
“Timetable”	means the timetable or programme for the performance of the Services as set out in the Proposal or as otherwise agreed between the parties in writing.
“Working Day”	a day other than a Saturday, Sunday or public holiday in England on which banks in London are open for general business.
“Working Hours”	means the hours of 07.30 to 18.00 on a Working Day

1.3 Interpretation

The following provisions will apply to the interpretation and construction of this Contract.

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its successors and permitted assigns and, where applicable, its personal representatives;
- (c) a reference to any statute, statutory provision or subordinate legislation is a reference to it as amended, extended, re-enacted or replaced from time to time and includes any subordinate legislation, regulations, rules, orders or instruments made under it;
- (d) any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) a reference to writing or written includes e-mails but not faxes.
- (f) words denoting the singular number only include the plural and vice versa.
- (g) any obligation on a party not to do something includes an obligation not to permit, allow or suffer that thing to be done;
- (h) the headings are inserted for convenience only and do not affect the interpretation of these conditions;

(i) any reference to information, data, drawings, specifications, or instructions provided to Us includes information provided to Our subcontractors, agents, or any other person acting on Our behalf;

(j) in the event of a conflict between the terms of the Proposal, the main body of these Terms and the Schedules, the following priority will be given (in ascending order):

1. these Terms;
2. the applicable Schedule(s)
3. the Proposal.

For the avoidance of doubt, no provision of the Proposal shall be construed as limiting, excluding or overriding any limitation of liability, warranty exclusion, risk allocation or other protective provision contained in these Terms or the Schedules unless such derogation is expressly identified in the Proposal and signed by an authorised director of EvoEnergy. Where more than one Schedule applies to the Services, the more specific or later Schedule shall prevail over Schedule 2 in the event of any conflict, save that nothing in any Schedule shall override any limitation of liability, warranty exclusion, or risk allocation provision in the Terms or Schedule 9;

(k) any reference to the Site shall, where the context requires, include reference to any Third-Party Land on which the Services are being performed; and

(l) any reference to the Proposal includes the Proposal as amended from time to time by the parties in accordance with clause 4.6, and any reference to the Terms includes the Terms as amended from time to time in accordance with clause 2.4.

2. FORMATION, INCORPORATION AND AMENDMENT OF THE CONTRACT

- 2.1 The Contract shall come into existence upon Us receiving Your Order and shall be governed by these Terms and any applicable policies in force (either, as may be amended from time to time by Us). You shall only be governed by such policies that have been brought to Your express attention. Each Proposal accepted by way of an Order shall give rise to a separate and independent Contract. These Terms apply to each such Contract individually and references in these Terms to 'this Contract' shall be construed accordingly.
- 2.2 These Terms are the sole terms and conditions applicable to the Contract to the exclusion of all other terms and conditions including any terms or conditions which You may purport to incorporate or apply under any quotation, form, acceptance, invoice, purchase order, Order, standard form contract (including any JCT or NEC terms) or other communication whether written or otherwise.
- 2.3 Without prejudice to clause 2.4, if the parties together agree to a variation to the Contract (including a Proposal or these Terms) such variation shall be of no effect unless agreed in writing by both parties and signed by an authorised representative of each party.
- 2.4 Notwithstanding clause 2.3, We may amend these Terms from time to time, including to reflect changes in market conditions, industry practice, technology, payment methods, applicable laws, regulatory requirements or Our operational requirements. We shall notify You of any such amendment as soon as reasonably practicable. If You do not object in writing within 10 Working Days of such notification, the amendment shall be deemed accepted. If You object within such period, We may terminate any unfulfilled Order on written notice without liability to You subject to payment of all monies payable for Goods and Services supplied up to the date of termination.

- 2.5 Each party warrants that the person entering into this Contract on its behalf has full authority to bind that party to its Terms.
- 2.6 **Warranties:** The warranty terms applicable to the Services are set out in Schedule 9, and the applicable Part(s) of that Schedule shall apply thereto.

3 CANCELLATION AND RETURNS

- 3.1 You may cancel the Order and receive a full refund of any deposit paid by You provided that: (a) We have not commenced any Services (including any design, survey, preparatory work or procurement activity forming part of the Services); and (b) You provide Us with written notice of cancellation within 5 Working Days of the date of receipt of the Order by Us. If You have requested that Services commence immediately, or if We have commenced any Services within that 5 Working Day period, Your right of cancellation under this clause shall not apply and clause 3.2 shall apply instead.

- 3.2 Where You wish to cancel the Order after any Services have commenced (including after design, survey, preparatory work or any procurement activity has begun), You may do so only by providing Us with not less than 20 Working Days' written notice. Upon such cancellation You shall pay to Us:

(a) all costs and expenses reasonably incurred or committed by Us in connection with the Services up to the date of cancellation, including materials procured or ordered, subcontractor and supplier costs (including any break or cancellation charges imposed on Us), design fees, survey costs and professional fees;

(b) all demobilisation and site clearance costs;

(c) a cancellation fee of 25% of the portion of the Price attributable to Services not yet performed at the date of cancellation, representing Our lost profit and overhead contribution on the uncompleted Services, which is payable separately from and in addition to the sums recoverable under (a);

(d) all reasonable management and administration costs arising from the cancellation; and

(e) the full cost of any bespoke, custom-manufactured or specially procured Goods ordered by Us in connection with the Services which cannot be cancelled, returned or resold, including the full invoice value of any such Goods already ordered at the date of cancellation regardless of whether delivery has taken place.

No refund of any deposit shall be payable to the extent it is required to meet the sums due under this clause. EvoEnergy shall use reasonable endeavours to mitigate its losses following cancellation, including by seeking to redeploy Personnel and resources freed by the cancellation. This clause does not apply where cancellation results directly from Our material breach of this Contract. The parties acknowledge that the cancellation fee in (c) represents a genuine pre-estimate of EvoEnergy's loss arising from cancellation, including lost profit, overhead contribution and redeployment costs that cannot reasonably be recovered through mitigation, and is not a penalty. For the avoidance of doubt, where bespoke or specially procured Goods have been ordered by Us prior to the date of cancellation and cannot be cancelled or returned, You shall be liable for the full invoice value of such Goods in addition to the cancellation fee in (c), and no deduction shall be made from such liability by reason of any deposit paid or any other sum recovered under this clause.

- 3.3 We reserve the right to cancel any Goods or Services where it is deemed by Us that a health and safety risk is present or where carrying out such Services would be in breach of any applicable law or where any Goods supplied to Us by third parties are no longer available and We have used reasonable endeavours to source such Goods elsewhere. Further, We may amend the Services but only to the extent that such amendment does not materially affect the Services agreed to be provided in the Proposal.
- 3.4 Without prejudice to clause 3.5, Goods may not be returned once delivered without Our prior written consent.
- 3.5 In the case of a Standalone Goods Supply only, Goods found to be defective or non-conforming following inspection in accordance with clause 9.16 may be returned. Any return of Goods supplied as a Standalone Goods Supply that are not defective or non-conforming shall require Our prior written consent, which may be withheld at Our absolute discretion. Where We agree to accept such a return, We reserve the right to charge a restocking fee of up to 30% of the invoice value together with all transport, delivery and handling costs incurred in connection with the return of the Goods. Any Goods returned without Our prior written consent in accordance with this clause shall not be accepted and shall be held at Your risk and cost.

4 GOODS AND SERVICES

- 4.1 We shall perform the Services with reasonable skill and care in accordance with accepted professional standards of a competent contractor and in accordance with the applicable Schedules. The Services agreed are those as explicitly set out in the Proposal.
- 4.2 You shall:
- (a) comply with all reasonable instructions, directions and guidance issued by Us in connection with the Goods, the System and the Services, including as to their operation, use, storage, maintenance and safety, and where applicable the instructions and guidance issued by the manufacturer of any Goods; Without prejudice to any other provision of this Contract, failure to comply with Your obligations under this clause 4.2(a) shall exclude Our liability to the extent that any loss, damage, defect, fault or failure is caused or contributed to by such non-compliance;
 - (b) provide and maintain, at Your own cost, safe, unobstructed and sufficient access to the Site and all relevant working areas to enable Us and Our Personnel to deliver the Goods and carry out the Services, and shall ensure no act or omission by You, Your employees, agents, contractors (including Other Contractors) or occupiers delays, hinders or prevents Us from so doing; and
 - (c) provide, or procure the provision of, appropriate welfare facilities (including running water, washing facilities and toilets), adequate storage space and a suitable electricity supply for Our use in connection with the provision of the Services.
- 4.3 No Goods or materials will be ordered for or allocated to the Services until an Order is placed. We shall not be liable for any delay in any Timetable or milestones caused by your delay in placing an Order.
- 4.4 The estimated time for delivery of the Services is stated in the Proposal. The Client shall allow at least 12 weeks between placing an Order and delivery of the Goods to the Site unless otherwise agreed in writing. Time for delivery of the Goods shall not be of the essence.
- 4.5 The following Schedules shall apply to the Services (where relevant):
- (a) Consultancy and Design: Schedule 1;

- (b) Installation of a Solar PV System: Schedule 2
 - (c) Battery Energy Storage System Installation: Schedule 3
 - (d) Electrical Infrastructure (HV & LV): Schedule 4;
 - (e) EV Charging Infrastructure: Schedule 5;
 - (f) Micro/Smart Grid & Energy Management Systems: Schedule 6;
 - (g) Operation & Maintenance Services: Schedule 7; and
 - (h) Remedial Maintenance Services: Schedule 8.
- 4.6 Without prejudice to clause 23, no variation to the scope, specification, design, programme, or Price of the Services (including any Goods to be supplied in connection therewith) shall be valid unless agreed in writing and signed by an authorised representative of each party. Any such variation, once agreed, shall be treated as an amendment to the Proposal.
- 4.7 Where You request, or circumstances require, a variation to the scope, specification, design, programme, or Price of the Services (including any Goods to be supplied in connection therewith), We shall provide a written quotation for the varied Services (including any impact on the Price and Timetable). No varied works shall be commenced until Our quotation has been accepted in writing and signed by an authorised representative of the Client, EvoEnergy's written quotation together with such written acceptance constituting the written agreement required under clause 4.6.
- 4.8 Where We carry out Services that are the subject of a variation agreed in accordance with clause 4.7:
- (a) You shall pay for such variation at the rates specified in the Proposal (as amended) or, where no such rates apply, at Our prevailing rates;
 - (b) where the variation results in a reduction in scope, We shall be entitled to a fair and reasonable adjustment to the Price but shall not be required to reduce the Price below the level of costs already committed or incurred;
 - (c) where additional or varied Services cannot reasonably be valued by reference to the rates or Prices in the Proposal, such Services shall be valued on a dayworks basis in accordance with sub-clauses (d) to (f) below;
 - (d) daywork rates shall be as set out in a daywork schedule in the Proposal or, where no such schedule is included, at Our then-prevailing labour, plant, and materials rates as notified to You at the time of the request;
 - (e) If expressly specified in writing by You we shall maintain contemporaneous daily records of all labour, plant, and materials employed on daywork ("**Daywork Sheets**") and shall submit such records to You for signature at the time the Services are carried out or, at the latest, by the end of the following Working Day; and
 - (f) You shall sign and return Daywork Sheets within 3 Working Days of receipt, confirming the record of resources employed (without prejudice to any dispute as to the applicable rate or the validity of the instruction). If You fail to sign and return Daywork Sheets within that period, the records shall be deemed accepted. Daywork invoices shall be payable in accordance with clause 10.9.
- 4.9 Any delay caused by a variation requested by You shall entitle Us to a reasonable extension of time for performance of the Services.

- 4.10 You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, damages, claims, demands, and proceedings arising from or in connection with:
- (a) any breach by You of Your obligations under this Contract;
 - (b) any act or omission by You, Your employees, agents, contractors (including Other Contractors), or invitees at the Site;
 - (c) any inaccuracy in information, data, drawings, specifications, or instructions provided to Us by You or on Your behalf (including from Other Contractors);
 - (d) any failure by You to obtain or maintain any Consents required in connection with the Services or the Site; and
 - (e) any claim by a third party arising from or in connection with the matters set out in (a) to (d) above,
- except to the extent that such loss or liability is directly caused by Our negligence or breach of this Contract.
- 4.11 Unless expressly stated otherwise in the Proposal, You are solely responsible for obtaining all Consents required in connection with the Services at all times during and after the term of this Contract.
- 4.12 Where the Proposal specifies decommissioning as part of the Services, the following shall apply:
- (a) decommissioning Services shall not include the removal, treatment, or disposal of any hazardous materials, contaminated materials, asbestos, or regulated waste unless expressly included in the Proposal, in which case such Services shall be subject to clause 16;
 - (b) risk of loss or damage to the Goods and any other equipment forming part of the System shall remain with You throughout the decommissioning process, save to the extent directly caused by Our negligence;
 - (c) We shall not be responsible for any reinstatement, making good, or structural works to the Site following decommissioning unless expressly included in the Services;
 - (d) the disposal of any items removed in connection with the decommissioning Services shall be subject to clause 16.9;
 - (e) any costs arising from the disposal of removed equipment or materials not retained by You shall be at Your cost unless expressly included in the Price; and
 - (f) all applicable Schedules shall apply to decommissioning Services where relevant to the type of System being decommissioned.
- 4.13 Where the Services are performed or Goods are delivered outside the United Kingdom:
- (a) local mandatory laws and regulations of the relevant jurisdiction shall apply to the extent required by law in respect of technical, regulatory, health and safety, building, electrical installation, grid connection, and data protection compliance, but shall not affect the governing law or jurisdiction provisions of this Contract as set out in clause 29;
 - (b) references in this Contract and the applicable Schedules to specific technical standards, codes, and regulations (including BS 7671 and other standards referenced in the Schedules) shall be read as references to the applicable equivalent standard, code, or regulation in the relevant jurisdiction;

(c) You shall notify Us in writing of all applicable local mandatory regulatory, technical, and safety requirements and all applicable local standards, codes, and regulations prior to commencement of the Services or delivery of the Goods;

(d) We shall use reasonable endeavours to comply with local mandatory requirements of which We have been notified in accordance with clause (c) but shall not be responsible for compliance with any local requirement of which We have not been so notified; and

(e) any additional costs arising from compliance with local requirements not applicable in England and Wales shall be treated as a variation in accordance with clause 4.6.

5. CIVIL WORKS AND GROUND CONDITIONS

- 5.1 The Price and Timetable for Civil Works are based on the information provided by You in accordance with clause 5.2.
- 5.2 You shall provide to Us, prior to commencement of any Civil Works, with all available information regarding the location, depth, and type of all underground services, utilities, structures, tanks, and other subsurface assets at the Site, including all relevant service drawings, utility records, and survey information. The warranty and reliance provisions at clause 5.12 shall apply to all such information.
- 5.3 We shall use reasonable endeavours to identify and avoid underground services but shall have no liability for damage to any service, utility, or structure not identified in the information provided to Us or which is not in the position shown on any drawing or record supplied to Us.
- 5.4 Unless otherwise stated in the Proposal, reinstatement of surfaces (including tarmac, concrete, block paving, soft landscaping, and other finishes) disturbed by Civil Works will be carried out to a reasonable standard. We do not warrant that reinstated surfaces will be indistinguishable from the surrounding areas. Where a higher standard of reinstatement is required, this must be agreed between the parties and specified in the Proposal.
- 5.5 You shall ensure that all relevant areas are clear of obstructions including from vehicles, plant, and third-party activities prior to commencement of and during any Civil Works. Any delay caused by failure to comply with this obligation shall constitute a Delay Event under clause 7.
- 5.6 Unless expressly included in the Proposal, the following are excluded from the Services: road openings and closures, highway authority consents, statutory undertaker diversions, reinstatement subject to Section 50 licences or equivalent, traffic management schemes, disposal of excavated material off-Site, and dewatering.
- 5.7 Unless expressly stated otherwise in the Proposal and without prejudice to clause 5.1, the Price and Timetable are based upon the ground, subsurface and soil conditions reasonably foreseeable from information provided by You and from a reasonable visual inspection of the Site. We have no obligation to carry out intrusive site investigations, trial holes, ground-penetrating radar surveys or other exploratory works unless expressly included in the Proposal.
- 5.8 If during the performance of the Services We encounter ground, subsurface, soil or below-ground conditions (including rock, water, contamination, underground services (including pipes, cables, and conduits), obstructions, archaeological remains or adverse ground conditions) which differ materially from those reasonably foreseeable from the information provided by You, We shall notify You as soon as reasonably practicable.

- 5.9 Upon the occurrence of such conditions referred to in clause 5.8, We shall be entitled to:
- (a) a reasonable extension of time for performance of the Services;
 - (b) recovery of all reasonable additional costs, expenses and losses incurred as a result, including labour, plant, equipment hire, materials, subcontractor costs, professional fees, redesign costs, remobilisation and demobilisation costs, disposal costs and any standing time; and
 - (c) an adjustment to the Price to reflect the changed conditions.
- 5.10 We may suspend the Services in whole or in part until the ground conditions have been investigated, assessed and (where necessary) remediated by You to Our reasonable satisfaction. Any delay arising from such suspension shall not constitute a breach of this Contract by Us.
- 5.11 You shall be responsible for the cost of all investigation, remediation, removal, treatment or management of adverse ground conditions unless caused by Us.
- 5.12 You warrant that all information provided to Us regarding the ground, subsurface, geological and hydrological conditions at the Site (including any site investigation reports, surveys, borehole logs, utility records and service drawings) is complete, accurate and not misleading in any material respect. We shall be entitled to rely upon such information without independent verification.

6. SITE ACCESS AND LOGISTICS

- 6.1 **Third-Party Land:** Clauses 6.1 to 6.6 shall apply where the performance of the Services requires access to, or the carrying out of Services on, land or premises not forming part of the Site and not within Your direct ownership or control ("**Third-Party Land**").
- 6.2 You shall be solely responsible for procuring all necessary rights of access, wayleaves, easements, licences, landlord consents, and permissions required in connection with such Third-Party Land, in sufficient time to enable Us to comply with the Timetable. For the avoidance of doubt, the obligation to obtain Consents in accordance with clause 4.11 applies equally to any Consents required in connection with Third-Party Land
- 6.3 You warrant that You have (or will obtain in sufficient time) all necessary legal rights to permit Us to access and carry out the Services on any Third-Party Land identified in the Proposal or otherwise required for the performance of the Services.
- 6.4 Any failure or delay in obtaining such rights of access shall constitute a Delay Event under clause 7 and shall entitle Us to an extension of time and, where applicable, recovery of prolongation costs under clause 7.3.
- 6.5 You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, damages, claims and proceedings arising from or in connection with any trespass, unauthorised access, or infringement of any third-party rights arising from Your failure to procure such access rights, save to the extent caused by Our negligence or wilful default.
- 6.6 We shall not be obliged to commence or continue any Services on Third-Party Land until You have provided Us with written confirmation that all necessary access rights have been secured including evidence of the same upon request. We may suspend the relevant part of the Services until such confirmation is provided, without liability for any resulting delay.

- 6.7 **Scaffolding and Access Equipment:** Clauses 6.7 to 6.10 shall apply where the Services require scaffolding, elevated work platforms, cherry pickers, or other access equipment ("**Access Equipment**"), responsibility for the provision of Access Equipment shall be as specified in the Proposal.
- 6.8 Where provision of Access Equipment is within the scope of Services, We shall be responsible for its design, erection, maintenance, and removal in accordance with the Work at Height Regulations 2005 or applicable equivalent legislation in the relevant jurisdiction and applicable standards.
- 6.9 Where provision of Access Equipment is the Client's responsibility:
- (a) You shall procure the erection, maintenance, and removal of Access Equipment to a specification and standard sufficient for Our purposes, in sufficient time to enable us to comply with the Timetable;
 - (b) You shall ensure that the Access Equipment complies with the Work at Height Regulations 2005 (or applicable equivalent legislation in the relevant jurisdiction), all other applicable health and safety legislation, and is inspected by a competent person in accordance with such legislation;
 - (c) any failure to provide Access Equipment on time, or its removal, modification, or unsuitability, shall constitute a Delay Event under clause 7 and shall entitle Us to an extension of time and recovery of prolongation costs under clause 7.3; and
 - (d) You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, and expenses arising from any defect, insufficiency, or non-compliance of any Access Equipment provided by You.
- 6.10 We shall not be liable for any delay to the Services caused by Access Equipment being unavailable, unsuitable, or removed from the Site, whether or not provided by You.
- 6.11 **Client's Other Contractors:** Clauses 6.11 and 6.12 shall apply where You engage or permit other contractors, consultants, agents or any other third party ("**Other Contractors**") to carry out works at or near the Site concurrently with or in advance of Our performance of the Services. You shall:
- (a) ensure that the activities of the Other Contractors do not delay, hinder, disrupt or interfere with Our performance of the Services;
 - (b) coordinate and manage the interface between the Other Contractors and Us, including ensuring that the Other Contractors' works are programmed so as not to conflict with the Timetable;
 - (c) provide Us with reasonable advance notice of any works by Other Contractors which may affect access to the Site, working areas, power supply, or the progress of the Services; and
 - (d) ensure that the Other Contractors comply with all applicable legal, regulatory and health and safety requirements and do not create any hazard, unsafe condition, or other circumstance which may affect Our Personnel, property, equipment, Goods, the Installation or the performance of the Services.
- 6.12 We shall not be liable for any loss, damage, delay, defect, or failure arising from or in connection with the acts or omissions of any Other Contractor.
- (a) You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, damages, claims, demands and proceedings arising from or in connection with any act or omission of any Other Contractor, including damage to Our property, equipment or Installation, injury to

Our Personnel, delay to the Services, and any costs of making good damage caused by Other Contractors to the Services (including Installation) and Goods.

(b) Any delay or disruption to the delivery of Goods or Services caused by the acts or omissions of Other Contractors shall constitute a Delay Event under clause 7 and shall entitle Us to an extension of time and recovery of prolongation costs under clause 7.3.

6.13 **Client-Supplied Materials and Equipment:** Clauses 6.13 to 6.20 shall apply Where You supply or procure any materials, equipment, components, or other items ("**Client-Supplied Materials**") for incorporation into or use in connection with the Services, You warrant that such Client-Supplied Materials:

(a) are of satisfactory quality, fit for their intended purpose, and free from defects;

(b) comply with all applicable standards, specifications, and regulatory requirements;

(c) are compatible with the System and with any Goods supplied by Us; and

(d) are delivered to the Site in the quantities, to the specification, and by the dates notified by Us or agreed between the parties.

To the extent that any Client-Supplied Materials incorporate or are subject to any Intellectual Property Rights, You grant to Us a non-exclusive, royalty-free licence to use such Client-Supplied Materials and any Intellectual Property Rights subsisting therein to the extent necessary to incorporate, install, test, commission, integrate, maintain and otherwise work with the Client-Supplied Materials in connection with the Services.

6.14 We shall not be liable for any defect, failure, delay, damage, or underperformance of the Services or the System to the extent caused by or contributed to by any defect, deficiency, unsuitability, incompatibility, non-compliance, or late delivery of any Client-Supplied Materials, or any other breach of Your obligations under clauses 6.13 to 6.20.

6.15 We shall be entitled to inspect any Client-Supplied Materials upon delivery to the Site. If We reasonably consider that any Client-Supplied Materials are defective, unsuitable, or non-compliant, We shall notify You and shall not be obliged to incorporate such materials into the provision of the Services. We may suspend the relevant part of the Services until suitable replacement materials are provided.

6.16 Any delay to the Services arising from the late delivery, deficiency, rejection, or replacement of Client-Supplied Materials shall constitute a Delay Event under clause 7 and shall entitle Us to an extension of time and, where applicable, recovery of prolongation costs under clause 7.3.

6.17 Risk in Client-Supplied Materials shall remain with You at all times. We shall take reasonable care of Client-Supplied Materials whilst in Our possession or control at the Site, but shall not be liable for any loss or damage to such materials except to the extent directly caused by Our negligence.

6.18 You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, damages, claims and proceedings arising from or in connection with any defect, unsuitability, or non-compliance of any Client-Supplied Materials, including any damage to Our Goods, property, equipment, or Personnel, and any claim by a third party.

6.19 No warranty (whether as to workmanship, fitness for purpose, performance, or otherwise) is given by Us in respect of any Client-Supplied Materials or any part of the System incorporating Client-Supplied Materials, save that We shall exercise reasonable skill and care in incorporating such materials into the provision of the Services. For the avoidance of doubt, this clause shall prevail over any warranty or guarantee set out in the applicable Schedule(s) and Schedule 9 in respect of

Client-Supplied Materials and any part of the System incorporating Client-Supplied Materials, notwithstanding the priority provisions of clause 1.3(j).

- 6.20 Where Client-Supplied Materials are incorporated into the System and subsequently prove defective, We shall not be liable for any costs of removal, replacement, making good, consequential damage, or any related loss, except to the extent that the defect was reasonably apparent to a competent contractor at the time of Installation and We failed to notify You.

7. DELAY AND DISRUPTION

- 7.1 **Extension of Time:** We shall be entitled to a reasonable extension of time for performance of the Services where the progress of the Services is delayed by any of the following causes ("Delay Events"):

- (a) any act, omission, default or delay by You, Your employees, agents, Other Contractors, or any person for whom You are responsible;
- (b) any failure by You to provide access, information, instructions, Consents, materials, or decisions within the time necessary to enable Us to comply with the Timetable;
- (c) any variation requested or required by You under clauses 4.6 to 4.9;
- (d) any Force Majeure Event;
- (e) adverse weather conditions including high winds, rain, snow, ice, frost or other conditions which in Our reasonable assessment or that of Our appointed health and safety consultant, render it unsafe or impracticable to perform the Services or any part thereof in accordance with applicable health and safety legislation and Our health and safety policies;
- (f) the discovery of unforeseen ground conditions under clause 5;
- (g) the discovery of hazardous substances or unsafe conditions under clause 16;
- (h) any suspension of the Services pursuant to clauses 16.4, 17.8, 20.4 or any other provision of this Contract;
- (i) any delay by a DNO, utility provider, local authority, or other third party whose cooperation or approval is required in connection with the Services; or
- (j) any other cause beyond Our reasonable control including, for example, where access to the Site is denied or withdrawn by any third party.

- 7.2 We shall notify You as soon as reasonably practicable upon becoming aware that a Delay Event is likely to delay the Services, providing reasonable details of the cause and Our estimate of the likely delay. We shall not be required to quantify the extension of time claimed at the date of notification.

- 7.3 **Prolongation and Disruption Costs:** Where a Delay Event referred to in clause 7.1 causes delay or disruption to the Services, We shall be entitled to recover from You all reasonable costs, losses and expenses incurred or committed as a result ("Prolongation Costs"), including:

- (a) prolongation costs, including site overheads, supervision, welfare, temporary works, plant and equipment hire for the period of delay;

- (b) labour, supplier and subcontractor standing time;
- (c) remobilisation and demobilisation costs;
- (d) additional or abortive travel and accommodation costs;
- (e) increased material costs where delay has caused Price escalation;
- (f) additional management and administration costs; and
- (g) any other loss or expense reasonably and directly flowing from the Delay Event.

For the avoidance of doubt, the costs, losses and expenses recoverable under this clause are direct costs and are not excluded by clause 18.5.

- 7.4 We shall notify You as soon as reasonably practicable of any claim under this clause and shall provide reasonable supporting information when available. Prolongation Costs shall be invoiced separately and shall be payable within 7 days of the date of invoice.
- 7.5 For the avoidance of doubt, Our entitlement to recover Prolongation Costs under clause 7.3 is in addition to, and without prejudice to, any extension of time to which We may be entitled under clause 7.1 and any other right or remedy available to Us under this Contract or at law.
- 7.6 You shall respond to any notification under clause 7.2 within 10 Working Days, confirming the extension of time granted. If You fail to respond within such period, the extension of time claimed shall be deemed granted.
- 7.7 Our failure to notify You in accordance with clause 7.2 shall not disentitle Us from an extension of time, provided that We notify You as soon as reasonably practicable thereafter and You have not been materially prejudiced by such late notification.
- 7.8 Where a Delay Event occurs concurrently with a delay caused by Us, We shall remain entitled to an extension of time for the period of the Delay Event regardless of such concurrency.
- 7.9 Where We determine, or Our appointed health and safety consultant determines, that weather or other adverse conditions at the Site render it unsafe to carry out the Services or any part thereof, We may suspend the affected Services immediately by notifying You in writing. Any delay arising from such suspension shall constitute a Delay Event under clause 7.1(e) and shall entitle Us to an extension of time and recovery of Prolongation Costs under clause 7.3. We shall resume the Services as soon as We reasonably consider it safe to do so.
- 7.10 Time for performance of the Services shall not be of the essence.

8. PRACTICAL COMPLETION

- 8.1 This clause applies to all Services comprising Installation under Schedules 2, 3, 4, 5 and 6. It does not apply to Operation & Maintenance Services, Remedial Maintenance Services, or Consultancy and Design Services.
- 8.2 When We consider that the Installation is practically complete, We shall issue written notice to You ("**Practical Completion Notice**"). Practical Completion shall be achieved when the Installation has been completed in accordance with the Contract, save for minor defects or outstanding items which do not prevent the safe and effective use or operation of the System ("**Minor Defects**"). The existence of Minor Defects shall not entitle You to refuse Practical Completion.

- 8.3 You shall inspect the Installation and respond to the Practical Completion Notice in writing within 5 Working Days of receipt:
- (a) confirming Practical Completion and identifying any Minor Defects (which shall be recorded in an agreed snagging list); or
 - (b) setting out in reasonable detail any specific items which You contend prevent Practical Completion, such that the Installation cannot be said to be practically complete.
- If You fail to respond within 5 Working Days, Practical Completion shall be deemed to have occurred on the date of the Practical Completion Notice.
- 8.4 If You raise objections under clause 8.3(b), We shall review those objections and either remedy the identified items (and re-issue the Practical Completion Notice following remediation) or notify You in writing that We disagree with Your objections, setting out Our reasons. Any dispute as to whether Practical Completion has been achieved shall be resolved in accordance with clause 28.
- 8.5 On Practical Completion:
- (a) risk in the Installation shall pass to You (without prejudice to any retention of title provisions under clause 9);
 - (b) You shall be responsible for insuring the completed System (without prejudice to clause 19);
 - (c) the Defects Rectification Period under Schedule 9 shall commence; and
 - (d) the Installation Warranty Period under Schedule 9 shall commence.
- 8.6 Minor Defects recorded in the snagging list shall be made good by Us within a reasonable period following Practical Completion, subject to access being made available by You.

9. DELIVERY, RISK AND TITLE

- 9.1 Where Goods are supplied by Us, delivery may be made in one or more consignments at such times as We reasonably determine.
- 9.2 Unless otherwise expressly agreed in writing or specified in the Proposal, including by reference to an applicable Incoterm, risk in the Goods shall pass to You upon delivery of the Goods to the Site. From delivery, You shall be responsible for the safe storage, custody and protection of the Goods. Where You fail or refuse to take delivery of the Goods within a reasonable time of Our notification that the Goods are available for delivery, the Goods shall be deemed delivered and risk shall pass to You on the date on which delivery was first tendered.
- 9.3 Legal and beneficial title to the Goods shall remain vested in Us until We have received payment in full in cleared funds of:
- (a) all sums due in respect of the Goods; and
 - (b) all other sums due or owing to Us by You under the Contract or otherwise owing to Us.
- Until title to the Goods passes to You:
- (c) You shall keep the Goods separately stored, clearly identified as Our property and adequately insured against all risks for their full replacement value; and

- (d) You shall not sell, charge, pledge, create any lien or security interest over, transfer or otherwise dispose of the Goods or any interest in them;
- 9.4 At any time before title passes to You, We may require You to deliver up the Goods immediately and, if You fail to do so, We may enter any premises at which the Goods are located (including the Site) for the purpose of inspecting, recovering and, where reasonably necessary, disconnecting, dismantling and removing the Goods.
- 9.5 You hereby grant (and shall procure that any third-party owner or occupier of premises at which the Goods are located grants) an irrevocable licence to Us and Our Personnel to exercise Our rights under this clause.
- 9.6 Without prejudice to clause 9.10, You shall indemnify Us and keep Us indemnified against all losses, costs, expenses, claims and liabilities suffered or incurred by Us arising from any failure by You to obtain such licence or arising from any obstruction of Our exercise of rights under this clause 9.
- 9.7 To the fullest extent permitted by law, any Goods incorporated into, affixed to or connected with any building, structure or system shall continue to be subject to the retention of title provisions in this clause notwithstanding such incorporation, affixation or connection.
- 9.8 The rights and remedies contained in this clause 9 are in addition to, and shall not limit, any other rights or remedies available to Us.
- 9.9 **Risk in the Installation:** Without prejudice to clause 9.2 (risk in Goods), risk of loss or damage to the Installation (including all partly-completed elements of the Installation, fixed and unfixed materials on the Site, and any temporary works) shall pass to You upon delivery of the relevant Goods to the Site or, in the case of Services not comprising delivered Goods, upon their incorporation into or connection with the Site or existing structures.
- 9.10 Without prejudice to clause 19, You shall insure the Installation (including all Goods delivered to the Site, partly-completed elements of the Installation, and temporary works) against all risks of loss or damage from any cause whatsoever (including fire, storm, flood, theft, vandalism, impact, subsidence and accidental damage) from the date of delivery of the Goods to the Site and shall maintain such insurance following Practical Completion in respect of the completed System for so long as the System remains at the Site.
- 9.11 If loss or damage occurs to the Installation from any cause other than directly caused by Our negligence or breach of this Contract, You shall be responsible for the cost of making good such loss or damage. Where making good requires Us to carry out additional Services, such Services shall be treated as a variation and charged in accordance with clauses 4.6 to 4.9 and We shall be entitled to a reasonable extension of time.
- 9.12 For the avoidance of doubt, this clause does not affect any retention of title provisions under clause 9.3. Title to the Goods shall remain vested in Us in accordance with clause 9.3 notwithstanding the passing of risk.
- 9.13 **Existing Structures:** Without prejudice to clause 19, You shall be solely responsible for insuring all existing structures, buildings, property, and contents at the Site against loss or damage howsoever arising (including loss or damage arising in connection with the performance of the Services), save to the extent that such loss or damage is directly caused by Our negligence or breach of this Contract.
- 9.14 **Standalone Goods:** Where We supply Goods to You independently of any Services (a "**Standalone Goods Supply**"), the following shall apply:

(a) the supply of Goods shall be governed by clause 9.1 to 9.8 and 9.12 and the applicable Proposal; clauses 9.9, 9.10, 9.11 and 9.13 shall not apply to a Standalone Goods Supply;

(b) references in this Contract to Goods being supplied "as part of the Services" shall be read as references to Goods supplied pursuant to the applicable Proposal;

(c) We give no warranty as to the suitability of Goods for any particular purpose or application;

(d) risk in the Goods shall pass on delivery and title shall pass upon receipt of payment in full in accordance with clause 9.3.

9.15 Where Goods are supplied to a trade customer as a Standalone Goods Supply for resale or onward supply, You shall not represent to end users that any EvoEnergy warranty attaches to the Goods. The availability of any manufacturer's product warranty to an end user depends solely on the manufacturer's own terms and conditions, and We make no representation that any such warranty is transferable through a distribution chain or will apply where the Goods are installed by a person not approved or certified by the manufacturer. You shall be solely responsible for verifying the terms of any manufacturer warranty before making any representation to end users in connection with it.

9.16 Where Goods are supplied as a Standalone Goods Supply, You shall inspect the Goods upon delivery and notify Us in writing of any shortage, damage, or non-conformity within 5 Working Days of delivery. If You fail to notify Us within that period, the Goods shall be deemed accepted by You in their delivered condition and You shall have no right to reject them.

9.17 Where Goods are to be supplied outside the United Kingdom, the following shall apply:

(a) where the Proposal specifies an Incoterm, that Incoterm shall apply to the supply of the Goods and shall be interpreted in accordance with Incoterms® 2020; where the Proposal is silent as to Incoterms, the supply of Goods shall be governed by the remaining provisions of this clause 9;

(b) You shall be solely responsible for obtaining all necessary import licences and Consents required in the destination country;

(c) We shall not be liable for any customs duties, import levies, tariffs, or related costs unless expressly included in the Price; and

(d) You warrant that the supply of Goods and Services does not and will not breach any applicable export control laws, trade sanctions, or embargo regimes, including those administered under the Export Control Order 2008, the UK sanctions regime administered by OFSI, and any equivalent legislation applicable in the relevant jurisdiction, and You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, fines and penalties arising from any breach of this warranty.

10. PRICE AND PAYMENT TERMS

10.1 The Price shall be as stated in the Proposal. All Prices, fees and charges are exclusive of VAT and any other applicable sales, use, turnover, withholding or similar taxes, duties or levies, which shall be payable by You in addition at the prevailing rate. Where the Proposal specifies a currency other than pounds sterling, the Price and all sums payable under this Contract shall be in that currency. In the absence of any such specification, all sums shall be payable in pounds sterling.

10.2 In respect of the provision of **Consultancy & Design Services**:

(a) where the Price is less than £5,000 plus VAT, the full Price shall be payable against a proforma invoice prior to commencement of the Services, unless otherwise agreed in writing by the Contractor;

(b) where the Price is £5,000 plus VAT or more:

(i) 25% shall be payable upon Us receiving Your Order;

(ii) 70% shall be payable by monthly invoices for payment, each invoice reflecting the value of Consultancy and Design Services performed during that month, as reasonably assessed by Us, such assessment to be binding in the absence of a bona fide dispute notified by You in writing within 7 days of receipt of the relevant invoice;

(iii) 5% shall be payable upon completion of the Services.

All invoices in respect of the **Consultancy & Design Services** are payable within 7 days of the date of the invoice unless otherwise specified in the Proposal.

10.3 In respect of recurring **Operation and Maintenance Contract Services**, invoices shall be issued on the commencement date of the Services and on each anniversary of the commencement date thereafter during the term of the provision of the Services (as set out in the Proposal). All invoices are payable within 7 days of the date of invoice unless otherwise specified in the Proposal.

10.4 In respect of the provision of **Remedial Maintenance Services**:

(a) where the Price is less than £10,000 plus VAT, the full Price shall be payable on completion of the Services;

(b) where the Price is £10,000 plus VAT or more:

(i) 25% shall be payable upon Us receiving Your Order;

(ii) 35% shall be payable upon completion of the detailed design stage

(iii) 35% shall be payable upon commencement of the Services at the Site; and

(iv) 5% shall be payable upon completion of the Services (as reasonably determined by Us acting in good faith).

All invoices in respect of Remedial Maintenance Services are payable within 7 days of the date of invoice unless otherwise specified in the Proposal.

10.5 In respect of **Commercial Installation Services**, unless otherwise stated in the Proposal, payment shall be made as follows:

- (a) 25% upon Us receiving your Order;
- (b) 35% upon completion of the detailed design stage;
- (c) 35% upon commencement of the Services at the Site; and
- (d) 5% upon Practical Completion.
- (e) Where a payment milestone under (b), (c) or (d) is triggered by completion of a stage of the Services, We shall issue an invoice to You upon reaching that stage, which shall also constitute a Milestone Notice for the purposes of clauses (f) and (g). .
- (f) You shall respond to a Milestone Notice in writing within 5 Working Days of receipt:
 - (i) confirming that the milestone has been reached; or
 - (ii) setting out in reasonable detail the specific grounds on which You contend the milestone has not been reached.

If You fail to respond within 5 Working Days, the milestone shall be deemed to have been reached on the date of the Milestone Notice and the relevant invoice shall fall due.

- (g) If You dispute a Milestone Notice under (f)(ii):
 - (i) You shall pay any undisputed element of the relevant milestone sum by the applicable payment due date;
 - (ii) the parties shall meet (in person or virtually) within 5 Working Days of Your objection to seek in good faith to resolve the dispute;
 - (iii) if not resolved within a further 5 Working Days, either party may refer the dispute to adjudication under clause 28.5 or seek resolution in accordance with clauses 28.3 and 28.4; and
 - (iv) pending resolution, You shall not withhold payment of any amount other than the sum genuinely in dispute, without set-off or deduction.

All invoices in respect of Commercial Installation Services are payable within 7 days of the date of invoice unless otherwise specified in the Proposal.

- 10.6 Any additional Site visits requested by You which fall outside the agreed scope of the Services shall be chargeable at the rates specified in the Proposal or, where no such rates are specified, at Our prevailing rates from time to time. Such rates may be calculated by reference to the duration of the visit, with visits of up to 4 hours on Site (excluding travel time) and visits exceeding 4 hours on Site (excluding travel time). Such charges shall be invoiced separately and shall be payable within 7 days of the date of invoice.
- 10.7 Where We are required or requested to carry out Services outside of Working Hours, such out-of-hours working shall be subject to additional charges at Our then-prevailing out-of-hours rates as notified to You prior to commencement of the relevant Services. Such charges shall be invoiced separately and shall be payable within 7 days of the date of invoice.
- 10.8 In respect of any other sums due under this Contract not addressed by clauses 10.2 to 10.7 (including fees for variations, abortive costs, and any other charges properly due under the Contract or the Proposal), invoices shall be payable within 7 days of the date of invoice unless otherwise specified in the Proposal.

- 10.9 In the event We are required to make advance payments to third party suppliers or incur material procurement costs prior to delivery of Goods to You, We may require additional stage payments. Any such revisions shall be agreed between the parties and reflected in the Proposal or separately in writing.
- 10.10 The Price quoted for Goods (which may include photovoltaic modules, battery cells and modules, electric vehicle charge points, and high and low voltage electrical equipment) is based upon market conditions prevailing at the date of the Proposal. Due to volatility in supply chains, currency markets and raw material costs, We reserve the right to revise such pricing at any time prior to Our receipt of Your Order. Where We revise the pricing, We shall notify You in writing and such notification shall constitute a revised Proposal which shall require Your acceptance before an Order can be placed. We shall not be liable for any increase in pricing resulting from market conditions beyond Our reasonable control.
- 10.11 Without prejudice to any other right or remedy, We reserve the right to charge interest on overdue sums at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 or 8% above the Bank of England base rate from time to time, whichever is higher.
- 10.12 Should You have a bona fide dispute in respect of the whole or any part of an invoice, You shall notify Us in writing within 5 days of receipt of the invoice, giving full details of the dispute. You shall be entitled to withhold payment only of the disputed amount, provided such notification is validly served within the required period. All undisputed amounts shall remain payable in full in accordance with this Contract. The parties shall cooperate in good faith to resolve any such dispute as promptly as possible.
- 10.13 We may, at any time and without notice, set off any amount owed by You to Us against any amount owed by Us to You, whether such amounts are due and payable, liquidated or unliquidated, and whether arising under this Contract or otherwise. Any exercise of this right shall be without prejudice to any other rights or remedies available to Us.
- 10.14 Subject to clause 10.13, all amounts payable by You under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (whether legal or equitable), except where required by law. No retention shall be held against any sums payable to Us unless expressly agreed in writing prior to the placement of the Order or as expressly permitted under clause 10.12.
- 10.15 Payment shall be made by bank transfer, or by such other payment method as may be agreed in writing by the Contractor. Credit card and charge card payments are not accepted.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not, at any time, use or disclose to any person any Confidential Information except as permitted by clause 11.2.
- 11.2 Each party may use or disclose the other party's Confidential Information: (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Contract, provided that such persons are subject to obligations of confidentiality no less onerous than those set out in this clause; (b) as may be required by law, a court of competent authority or any governmental or regulatory authority; or (c) with the prior written consent of the other party. Notwithstanding this clause 11.2, You shall not disclose any of Our Confidential Information to any business that acts in competition with or carries out services analogous to the EvoEnergy business.

- 11.3 Each party shall be responsible for any breach of this clause committed by any person to whom it discloses Confidential Information pursuant to clause 11.2(a) as if such breach were its own
- 11.4 This clause shall survive termination or expiry of this Contract for a period of 5 years.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in the EvoEnergy IP shall remain vested in EvoEnergy or its licensors (as applicable), and nothing in this Contract shall operate to transfer ownership of any such Intellectual Property Rights to You.
- 12.2 We grant to You a non-exclusive, non-transferable, royalty-free licence to use the EvoEnergy IP (including any design deliverables, reports, drawings, calculations, and specifications produced by Us) solely to the extent necessary to operate, maintain and repair the Goods and receive the benefit of the Services. You shall not, and shall not permit any third party to, reproduce, modify, exploit, reverse engineer, distribute or use any EvoEnergy IP for any purpose other than as expressly permitted by this Contract, such restriction includes in relation to the construction, replication or procurement of any other installation, without Our prior written consent.
- 12.3 To the extent that any EvoEnergy IP is licensed to Us by a third party, You shall only acquire such rights as We are entitled to grant and You shall comply with any applicable third-party licence terms notified to You.
- 12.4 You shall retain ownership of all Intellectual Property Rights in the Client IP. You grant to Us a non-exclusive, royalty-free licence to use the Client IP to the extent reasonably necessary to perform Our obligations and exercise Our rights under the Contract.
- 12.5 Subject to clause 11.2, You shall not, without Our prior written consent, copy, disclose, publish or make available any EvoEnergy IP to any third party except:
- (a) to the Client's professional advisers on a need-to-know basis;
 - (b) to persons responsible for the operation, maintenance or management of the Goods provided such disclosure is strictly necessary for the purposes and in accordance with these Terms; or
 - (c) as required by law, court order or regulatory authority.
- 12.6 You shall not use or disclose EvoEnergy's pricing information, rates, quotations, or cost breakdowns for the purpose of obtaining competing quotations, benchmarking against competitors, or enabling any third party to replicate, undercut, or compete with EvoEnergy's pricing, whether directly or indirectly.
- 12.7 We shall not be liable for any infringement of third-party Intellectual Property Rights arising from:
- (a) materials, information, drawings, specifications or instructions supplied by You or on Your behalf (including from Other Contractors);
 - (b) any modification to the Goods or Documentation other than by Us; or
 - (c) any use of the Goods, Services or EvoEnergy IP other than in accordance with the Contract.

13. DATA PROTECTION AND CYBERSECURITY

- 13.1 Each party shall comply with its obligations under Data Protection Legislation in connection with the Contract. Neither party shall do or omit to do anything which causes or is reasonably likely to cause the other party to breach Data Protection Legislation
- 13.2 Each party acknowledges that it acts as an independent Controller in relation to any Personal Data processed in connection with the Contract and shall be independently responsible for complying with its obligations under Data Protection Legislation.
- 13.3 Where a party discloses Personal Data to the other party, it shall ensure that it has a lawful basis to do so and shall provide any required privacy information to the relevant Data Subjects.
- 13.4 You acknowledge that We may process Personal Data relating to Your employees, officers, contractors (including Other Contractors), representatives and Site contacts for the purposes of administering the Contract, supplying the Goods and Services, managing Site access, satisfying security requirements and complying with legal and regulatory obligations.
- 13.5 Where as a matter of necessity, (whether under applicable law, regulatory requirement or for Site security purposes) You or the relevant Site operator requests from Us Personal Data relating to Our Personnel, You shall ensure that You have a lawful basis for processing such Personal Data and shall comply with all applicable Data Protection Legislation (including by implementing appropriate technical and organisation security measures to protect such Personal Data against unauthorised access, disclosure, loss or destruction) in relation to such Personal Data.
- 13.6 Each party shall notify the other without undue delay upon becoming aware of any personal data breach (as defined under Data Protection Legislation) that affects or is reasonably likely to affect Personal Data processed in connection with this Contract, and shall provide such information as the other party reasonably requires to comply with its obligations under Data Protection Legislation, including meeting any applicable notification deadlines imposed by law.
- 13.7 Where the Services include the supply or Installation of internet-connected equipment or software, You shall be solely responsible for maintaining appropriate cyber security measures at the Site, including network security, access controls, and firewall protection, from the date of Installation.
- 13.8 We shall use reasonable endeavours to ensure that any software or firmware supplied by Us as part of the Services is free from known material security vulnerabilities at the date of Installation. We do not warrant that any software or firmware will remain free from vulnerabilities following changes to the threat landscape after the date of Installation.
- 13.9 Responsibility for procuring and installing software updates, firmware updates, and security patches following completion of the Installation rests with You unless We are separately contracted to provide such services.
- 13.10 We shall have no liability for any loss, damage, or disruption arising from any cyberattack, unauthorised access, malware, ransomware, or other cyber security incident affecting the System, the Site, or any connected network, except to the extent directly caused by Our negligence in the performance of the Services.
- 13.11 Each party shall promptly notify the other upon becoming aware of any cyber security incident that affects or is reasonably likely to affect the other party's systems, data, or operations in connection with this Contract.

14. SYSTEM DATA AND ENERGY MONITORING

- 14.1 You acknowledge that We may collect, access, use, store and analyse data relating to the operation, performance, condition, energy generation, energy consumption, energy export, diagnostics, maintenance and functionality of the Goods and Services for the purposes of providing the Services. Where any such data constitutes or contains Personal Data, both parties shall comply with their respective obligations under clause 13 of this Contract.
- 14.2 EvoEnergy shall own all Intellectual Property Rights in any anonymised, aggregated or derived data, insights, models or outputs generated from the data collected under clause 14.1. Nothing in this clause shall operate to transfer ownership of any operational data relating to Your Site or business to EvoEnergy. EvoEnergy shall not disclose identifiable data relating to Your Site or operations to any third party except as permitted under clause 11 or as required by law.

15. ANTI-BRIBERY AND MODERN SLAVERY

- 15.1 Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010.
- 15.2 Neither party shall (and shall procure that its officers, employees, agents and subcontractors (including in the case of the Client, Other Contractors)), engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.
- 15.3 Each party shall comply with the Modern Slavery Act 2015 and shall not engage in, facilitate or condone any form of modern slavery, human trafficking or forced labour in connection with this Contract or its supply chains.
- 15.4 Each party shall maintain its own policies and procedures to ensure compliance with this clause 15 and shall upon reasonable request provide evidence of such compliance to the other party, to the extent reasonably available.

16. HAZARDOUS SUBSTANCES, SITE SAFETY & ENVIRONMENTAL COMPLIANCE

- 16.1 You shall promptly notify Us of any known or suspected asbestos, contamination, hazardous substances, dangerous materials, unsafe conditions or other health, safety or environmental hazards at the Site which may affect the health, safety or welfare of any person, the environment, access to the Site or the performance of the Services and shall provide Us with all relevant information relating to such hazards.
- 16.2 You shall ensure that the Site is safe for Our Personnel to access and perform the Services.
- 16.3 We shall comply with all applicable health and safety legislation and regulations in performing the Services and shall maintain appropriate health and safety procedures, including carrying out risk assessments and providing suitable training and personal protective equipment to its personnel.
- 16.4 If We discover, or reasonably suspect the presence of, any hazard of the type referred to in clause 16.1 at the Site or any Third-Party Land, We may suspend the Services immediately until such time

as the hazard has been removed, remedied, made safe or otherwise addressed to Our reasonable satisfaction.

- 16.5 Any delay or additional cost arising from a suspension under clause 16.4 or otherwise from any hazard, environmental condition, contamination, hazardous material or regulated waste referred to in this clause 16 shall entitle Us to an extension of time and recovery of all reasonable additional costs, expenses and losses incurred as a result.
- 16.6 You shall be responsible for all costs associated with regulated waste, the investigation, removal, remediation, treatment, containment and/or management of any such hazard unless caused by Us. For the avoidance of doubt, such costs are excluded from the Price.
- 16.7 The parties shall cooperate in good faith to address any such hazard or risk and to facilitate the safe resumption of the Services as soon as reasonably practicable.
- 16.8 Each party shall comply with all applicable environmental, sustainability, waste management and environmental protection laws and regulations in connection with the Contract.
- 16.9 Where the Services involve the removal, replacement or disposal of any equipment, materials or waste arising directly from or removed in connection with the performance of the Services, We shall be entitled to dispose of such items in accordance with applicable law and good industry practice unless otherwise agreed in writing.
- 16.10 Unless expressly stated in the Proposal, the Price does not include the removal, recycling, disposal or treatment of hazardous materials, contaminated materials, asbestos or other regulated waste.

17. CONSTRUCTION AND BUILDING SAFETY COMPLIANCE

- 17.1 To the extent that the Services comprise construction work or otherwise fall within the scope of the Construction (Design and Management) Regulations 2015, the Building Safety Act 2022 or any associated legislation binding on the parties, clauses 17.2 to 17.9 shall apply.
- 17.2 You shall be responsible for complying with all duties imposed on a client under the Construction (Design and Management) Regulations 2015 ("**CDM Regulations**"), the Building Safety Act 2022 and any associated legislation, regulations, codes of practice or guidance applicable to the Services.
- 17.3 You shall make all appointments required by the CDM Regulations, including (where applicable) the appointment of a Principal Designer and Principal Contractor, and shall ensure that all required duty holders are appointed and all required approvals, notifications, information, arrangements and compliance measures are implemented and maintained. Where the Building Safety Act 2022 applies, You shall separately and in addition make all appointments required under that Act and any associated legislation, including (where applicable) the appointment of a Principal Accountable Person and Accountable Person, which appointments are distinct from and independent of any appointments made under the CDM Regulations. You shall ensure that all duty holder appointments required under both the CDM Regulations and the Building Safety Act 2022 are in place prior to commencement of the Services and are maintained throughout the duration of the Services.
- 17.4 You shall provide Us with all information reasonably required to enable Us to perform the Services and comply with any applicable legal obligations, including all pre-construction information required under the CDM Regulations. We shall be entitled to and shall rely upon the accuracy and completeness of such information.
- 17.5 No appointment as Principal Designer, Principal Contractor, Client, Accountable Person, Principal Accountable Person or any other statutory duty holder under the CDM Regulations or the Building

Safety Act 2022 or any associated legislation is accepted or assumed by Us unless expressly made by a formal written letter of appointment signed by an authorised representative of each party specifically identifying the duty holder role being accepted. We shall not be deemed to have accepted an appointment as Principal Designer, Principal Contractor, Client, Accountable Person, Principal Accountable Person or any other statutory duty holder under the CDM Regulations, the Building Safety Act 2022 or any associated legislation. The provision by Us of design, engineering, consultancy, procurement, project management, installation, construction or related services shall not of itself constitute acceptance of any such appointment or duty.

- 17.6 Where We are expressly appointed to perform any statutory duty holder role, Our obligations shall be limited solely to those duties expressly accepted in writing and shall not extend beyond the requirements imposed by applicable legislation. We may appoint, subcontract, delegate or novate the performance of any design, Principal Designer, Principal Contractor or other statutory duty holder functions to suitably qualified third parties, provided that We remain responsible only to the extent required by law.
- 17.7 Where required under the CDM Regulations, We shall provide to You (or to the Principal Designer) such information as is reasonably necessary for inclusion in the health and safety file, limited to information relating to works carried out by Us. We shall not be responsible for the compilation, maintenance, or completeness of the health and safety file unless expressly appointed to do so in writing and such appointment has been accepted by Us in writing by an authorised representative.
- 17.8 We may suspend the Services where You have failed to comply with the CDM Regulations, the Building Safety Act 2022 or any associated legislation, or where We reasonably consider that continuing with the provision of Services would place Us in breach of its legal obligations. Any such suspension or resulting delay shall entitle Us to an extension of time and recovery of all resulting costs, expenses and losses.
- 17.9 You shall indemnify Us and keep Us indemnified against all losses, liabilities, costs, expenses, damages, fines, penalties, claims and proceedings arising from or in connection with Your failure to comply with its obligations under the CDM Regulations, the Building Safety Act 2022 or any associated legislation, except to the extent caused by Our negligence or breach of the duties expressly accepted by Us in writing under the Contract.

18. LIMITATION AND EXCLUSIONS

18.1 Neither party excludes or limits their liability for:

- (a) death or personal injury caused by its negligence or the negligence of its employees, agents, or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability arising under the Misrepresentation Act 1967.

18.2 Subject to the limitations on liability set out in this clause 18 and clauses 6.14, 6.19, 9.10, 9.11 and 9.13, We will make good any damage to Your property caused by Our negligence or breach of this Contract in the course of providing the Services. However, We shall not be liable for any loss, damage or cost of repairs in respect of any pre-existing faults, defects or damage to Your property or on the Site generally, or that We discover in the course of providing the Services. Nor shall We be liable for any loss or damage caused by any third parties or arising from information, instructions, surveys, drawings, specifications or other materials supplied by or on Your behalf (including from Other Contractors).

18.3 All conditions, warranties, and other terms implied by statute, common law or otherwise (other than expressly set out in this Contract) including, without limitation, any implied terms as to fitness for a particular purpose, satisfactory quality and conformance with description are, to the fullest extent permitted by law, excluded from this Contract.

18.4 Save as expressly agreed in writing in the Proposal or in a written document signed by an authorised director of EvoEnergy, no liquidated or ascertained damages for delay shall be payable by Us and no right to set off, deduct, or withhold any sum from sums due to Us shall arise by reason of any alleged delay. We shall not be liable for any loss, cost, expense, or damage suffered or incurred by You as a result of any delay in the performance or completion of the Services, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, save to the extent that such delay is directly caused by Our negligence or Our material breach of this Contract, in which case Our liability for such delay shall be subject to the aggregate cap in clause 18.6 and the exclusion of indirect and consequential loss in clause 18.5.

18.5 Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of opportunity, loss of goodwill, loss of contract, loss of production, loss of use, loss of data, loss of revenue, loss of business, or loss of anticipated savings, howsoever arising and whether caused by tort (including negligence), breach of contract, or otherwise. Nothing in this clause shall limit either party's right to recover under any indemnity expressly given in this Contract.

18.6 Subject to Clause 18.1, Our total aggregate liability to You in respect of all claims arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed 50% of the total amount paid or payable by You under this Contract.

18.7 **Export Payments and Related Incentives:** We are not liable for any loss of Export Payments or any other government incentive payments relating to the generation or export of renewable electricity. It is Your responsibility to apply for and maintain registration under any applicable export tariff scheme and to arrange for and maintain all statutory metering, monitoring and

instrumentation provision necessary to support such registration and to comply with the conditions of any applicable export tariff or incentive scheme.

- 18.8 **Performance Estimates and Projections:** Any estimates, forecasts, calculations, performance data, energy yield projections, savings projections or financial projections provided by Us are illustrative only. We shall not be liable for any failure of the Goods or Services to achieve any estimated or projected levels of energy generation, energy savings, Export Payments, financial return, return on investment, payback period or performance unless expressly stated in the Proposal to constitute a binding performance guarantee.
- 18.9 **Fire and Related Damage:** We shall have no liability for any fire, fire damage, overheating, arcing, electrical fault, explosion or similar event affecting the Goods, the System, the Site or any adjoining property at any time, including during the Installation period, except to the extent directly caused by Our negligence in performing the Services, and following completion of the Installation, only to the extent that such negligence was reasonably identifiable at the date of completion of the Installation or any subsequent inspection of the System carried out by Us.. We shall not be liable for any defect, deterioration, damage or condition arising after completion of the Installation or after any such inspection, including as a result of wear and tear, environmental conditions, third party acts or omissions, maintenance activities, modifications, interference with the System, or any cause beyond Our reasonable control. For the avoidance of doubt, We shall not be responsible for the ongoing condition, performance, safety or compliance of the System after completion of the Installation or, where applicable, completion of the Services, or after the date of any subsequent inspection of the System.
- 18.10 **No Warranty:** For the avoidance of doubt, neither completion of the Installation, any inspection of the System, nor the provision of any other Services under this Contract, shall constitute a warranty or guarantee of the ongoing performance, condition, fitness for any particular purpose, or absence of defects in any Goods or Services provided by Us, the only warranties provided being those expressly set out in Schedule 9.
- 18.11 Nothing in this Contract shall operate to exclude or limit any liability to the extent that such exclusion or limitation is prohibited by applicable law.
- 18.12 Both parties acknowledge that the limitations and exclusions of liability contained in this Contract are reasonable in all the circumstances, have been taken into account in determining the Price and represent a fair and reasonable allocation of risk between the parties, including having regard to the availability of insurance.
- 18.13 No claim may be brought by You under or in connection with this Contract (whether in contract, tort, or otherwise) after the expiry of 6 years from the date of completion of the relevant Services (and in respect of Operation & Maintenance Contract Services, 3 years from the date of completion of the individual maintenance visit or service event to which the claim relates), or where the claim relates to a specific defect, 6 years from the date on which such defect first manifested itself, whichever is earlier, save that any warranty claim under Schedule 9 must be notified within the applicable warranty period and notification requirements set out in Schedule 9, which shall take precedence over this clause in respect of such claims.
- 18.14 **Collateral Warranties:** We shall not be obliged to enter into any collateral warranty, duty of care deed or third-party agreement of any nature in connection with the Services unless: (a) You have notified Us in writing of the requirement prior to entering into this Contract; (b) the terms have been agreed in writing between the parties; and (c) sufficient time has been allowed for negotiation of such terms. Any such document shall be subject to Our prior written approval, which may be withheld at Our absolute discretion. For the avoidance of doubt, no obligation to provide

any collateral warranty or duty of care deed shall be implied from the nature of the Services provided.

19. INSURANCE

- 19.1 Each party shall maintain with reputable insurers such insurance as a prudent business carrying on activities of a similar nature would ordinarily maintain in respect of its liabilities under this Contract.
- 19.2 You shall maintain adequate insurance in respect of the Site, the Goods, the System and any other property at the Site against loss or damage, including loss or damage caused by fire, overheating, excessive heat, adverse weather conditions flood, storm, theft and other usual commercial risks.
- 19.3 Upon reasonable written request, either party shall provide reasonable evidence that the insurance required by this clause is maintained.
- 19.4 Both parties acknowledge that the limitations and exclusions of liability contained in this Contract and the allocation of insurance responsibilities under this Contract have been taken into account in determining the Price and represent a fair and reasonable allocation of risk between the parties.

20. TERMINATION AND CONSEQUENCES OF TERMINATION

- 20.1 Either party may terminate the Contract immediately by written notice to the other party if:
- (a) the other party commits a material breach of the Contract which is not capable of remedy;
 - (b) the other party commits a material breach of the Contract which is capable of remedy and fails to remedy that breach within 14 days of receiving written notice specifying the breach and requiring its remedy; or
 - (c) the other party has a receiver, administrator, or administrative receiver appointed over all or any part of its assets, passes a resolution for winding up, has a winding-up order made against it, enters into any composition or arrangement with its creditors, ceases or threatens to cease to carry on business, or takes or suffers any similar or analogous action in any jurisdiction.
- 20.2 We may terminate the Contract for convenience at any time by giving not less than 14 days' written notice to You.
- 20.3 We may terminate the Contract immediately by written notice if:
- (a) any undisputed invoice remains unpaid for more than 7 days after its due date; or
 - (b) there is a Change of Control of the Client and We reasonably believe such change to be prejudicial to Our interests.
- 20.4 We may, without prejudice to any other right or remedy, suspend performance of the Services immediately upon written notice to You if any sum due to Us is overdue, and We shall not be obliged to resume performance until payment is received in full.
- 20.5 For the avoidance of doubt, where the Services constitute construction operations within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended),

Our right to suspend performance under this clause is without prejudice to any statutory right of suspension under that Act.

20.6 Consequences of Termination Upon termination of the Contract for any reason:

- (a) You shall immediately pay all outstanding sums due and payable to Us, including amounts in respect of Services performed, Goods and materials procured or delivered to the Site, and any committed costs up to the date of termination;
- (b) Each party shall, within 14 days of termination, return or, at the disclosing party's option, destroy the other party's Confidential Information and provide written confirmation of such destruction where requested;
- (c) We shall be entitled to access the Site at reasonable times within 7 days of termination to retrieve Our property, equipment, and materials, and You shall not dispose of, damage, or interfere with any such items during that period;
- (d) We shall take reasonable steps to leave the Site in a safe condition;
- (e) Following termination, where relevant to the Services We shall provide to You copies of any commissioning certificates, test certificates, MCS documentation and other regulatory documentation in Our possession in respect of completed Services, provided all sums due to Us have been paid in full;
- (f) Any ongoing maintenance or monitoring obligations shall cease on the date of termination unless separately contracted;
- (g) Any grid connection applications or DNO notification processes shall continue to be Your sole responsibility at all times;
- (h) Where We terminate for convenience under clause 20.2, We shall refund any advance payments received in respect of Services not yet performed as at the termination date, less any costs and expenses reasonably incurred or committed by Us;
- (i) Any warranties provided by Us shall survive termination solely in respect of Services that have been both completed and paid for in full at the date of termination. For the avoidance of doubt, no warranty shall apply in respect of any Services that are incomplete or unpaid at the date of termination, and any such warranty in respect of incomplete or unpaid Services shall be void and of no effect from the date of termination;
- (j) Termination shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination; and
- (k) All clauses which expressly or by implication survive termination shall continue in full force and effect.

21. FORCE MAJEURE

- 21.1 Neither party shall be in breach of the Contract or liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event, provided that the affected party shall not be excused from making any payment that is due under the Contract.
- 21.2 The affected party shall:
- (a) promptly notify the other party in writing of the nature and extent of the Force Majeure Event;
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume performance of its affected obligations as soon as reasonably practicable; and
 - (c) keep the other party informed of the steps being taken and the progress towards resumption of performance.
- 21.3 The affected party's obligations shall be suspended only to the extent and for the duration that they are prevented by the Force Majeure Event. Time for performance of those obligations shall be extended accordingly.
- 21.4 If a Force Majeure Event prevents the performance of the Services or any part thereof at a Site for a continuous period exceeding 60 days either party may, by written notice to the other, terminate the Contract (or exclude the affected Site from the Contract) with immediate effect. In such circumstances, neither party shall have any liability to the other in respect of the terminated Services, save that You shall pay all sums due in respect of Services performed prior to termination.

22. NOTICES

- 22.1 Any notice given under or in connection with the Contract shall be in writing and shall be delivered by hand, sent by pre-paid first class post, or sent by email to the relevant address set out below (or such other address as a party may notify to the other in writing from time to time in accordance with this clause).
- 22.2 Notices to Us shall be sent to:
- (a) in respect of Operation & Maintenance Contract Services and Remedial Maintenance Services: orm@evoenergy.co.uk;
 - (b) in respect of all other Services including Commercial Installation Services: info@evoenergy.co.uk; or
 - (c) by hand or pre-paid first class post to: EvoEnergy, 27 Eldon Business Park, Nottingham, Nottinghamshire NG9 6DZ.
- 22.3 Notices to You shall be sent to the address (including email address) provided by You in the Order, or such other address as You notify to Us in writing from time to time.
- 22.4 A notice shall be deemed received:
- (a) if delivered by hand, at the time of delivery;

(b) if sent by pre-paid first class post, at 9.00am on the second Working Day after the date of posting; and

(c) if sent by email, at the time of transmission, provided that no automated delivery failure notification or bounceback message is received by the sender.

- 22.5 A notice sent by email shall not be deemed received if it is sent to an incorrect email address, if an automated delivery failure notification or bounceback is received by the sender, or if the recipient can demonstrate that the email was not delivered to the intended inbox. In such circumstances, the sender must re-serve notice by an alternative method set out in this clause.
- 22.6 Any notice deemed received on a day that is not a Working Day, or after 5.00pm on a Working Day, shall be deemed received at 9.00am on the next Working Day.
- 22.7 This clause does not apply to the service of any proceedings or documents in any legal action or other method of dispute resolution.

23. ENTIRE AGREEMENT

- 23.1 This 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.
- 23.2 Each party acknowledges that in entering into this 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 this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
- 23.3 Nothing in this clause 23 shall limit or exclude any liability for fraud or fraudulent misrepresentation.
- 23.4 You acknowledge that any marketing materials, feasibility studies, illustrations, estimates of output or savings, or other Documentation provided by Us prior to, during the formation or during the term of this Contract are indicative only, do not form part of the Contract, and do not give rise to any legally binding obligation on Us.
- 23.5 Each party confirms they have had the opportunity to take independent professional advice before entering into this Contract.

24. SEVERABILITY

- 24.1 If any provision of this Contract (or part of any provision) 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 thereof) shall be deemed severed from this Contract.
- 24.2 Any modification or severance of a provision under this clause shall not affect the validity and enforceability of the remaining provisions of this Contract.
- 24.3 Where any provision is severed in accordance with this clause, 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 provision.

25 WAIVER

- 25.1 No failure or delay by either party in exercising any right, power, or remedy under this Contract shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of it or the exercise of any other right, power, or remedy.
- 25.2 A waiver by either party of any breach of this Contract shall not constitute a waiver of any subsequent breach.
- 25.3 No waiver shall be effective unless it is expressly stated to be a waiver and is communicated to the other party in writing.

26 ASSIGNMENT AND SUBCONTRACTING AND NON-SOLICITATION

- 26.1 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of Your rights or obligations under this Contract without Our prior written consent (such consent not to be unreasonably withheld).
- 26.2 We may at any time assign, mortgage, charge, or deal in any other manner with any of Our rights under this Contract. We may subcontract or delegate any of Our obligations under this Contract to any third party, provided that We shall remain responsible for the performance of any subcontracted obligations as if they were performed by Us.
- 26.3 Any Change of Control of the Client company shall be deemed an assignment for the purposes of this clause and shall require Our prior written consent.
- 26.4 During the term of this Contract and for a period of 12 months following its termination or expiry for any reason, You shall not, directly or indirectly, solicit, entice away, offer employment to, employ or engage in any capacity any member of Our Personnel who has been involved in the performance of the Services, without Our prior written consent. For the avoidance of doubt, this clause shall not prevent You from engaging any person who responds to a genuine public advertisement not specifically targeted at Our Personnel

27 THIRD PARTIES

- 27.1 No person who is not a party to this Contract shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 27.2 The rights of the parties to rescind or vary this Contract are not subject to the consent of any third party.

28. DISPUTE RESOLUTION

- 28.1 If a dispute arises out of or in connection with this Contract, the parties shall use their reasonable endeavours to resolve it through good faith negotiation.
- 28.2 If the dispute is not resolved within 14 days of either party notifying the other in writing of the dispute, it shall be referred to a senior representative of each party (being a director or equivalent) who shall meet (in person or virtually) and attempt to resolve the dispute within a further 14 days.
- 28.3 If the dispute is not resolved under clause 28.2, either party may refer the dispute to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in accordance with CEDR's model mediation procedure. The costs of mediation shall be borne equally by the parties.
- 28.4 If the dispute is not resolved within 28 days of referral to mediation (or such longer period as the parties may agree), either party may commence court proceedings in accordance with the governing law and jurisdiction clause of this Contract.
- 28.5 To the extent that the Services constitute construction operations within the meaning of the Housing Grants, Construction and Regeneration Act 1996 (as amended), either party may at any time refer a dispute to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by agreement between the parties.
- 28.6 Nothing in this clause shall prevent either party from applying to the court for interim injunctive relief or other urgent relief at any time.
- 28.7 The parties shall continue to perform their respective obligations under this Contract notwithstanding any dispute, except to the extent that such performance is the subject of an adjudicator's or court's order to the contrary, or where We exercise Our right to suspend performance in accordance with clauses 20.4 or 20.5.

29. GOVERNING LAW AND JURISDICTION

- 29.1 This 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 English law. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any such dispute or claim, save that nothing in this clause shall limit Our right to bring proceedings against You in any court of competent jurisdiction.

Schedule 1 CONSULTANCY AND DESIGN SERVICES

1. SCOPE

- 1.1 Where the Proposal specifies that We are to provide consultancy and/or design services, this Schedule shall apply.
- 1.2 The consultancy and design services may include (to the extent specified in the Proposal): feasibility studies, site surveys, energy assessments, system design, structural assessments, shading analysis, grid connection assessments, planning support, and technical due diligence.
- 1.3 The scope of the consultancy and design services is limited strictly to that set out in the Proposal. Any request for additional services or changes to scope shall be treated as a variation in accordance with clauses 4.6 to 4.9 of the Terms.

2. CLIENT OBLIGATIONS

- 2.1 You shall provide Us with all information, data, drawings, specifications, access, and cooperation reasonably required for Us to perform the consultancy and design services, in such time as to enable Us to comply with the Timetable.
- 2.2 You warrant that all information provided to Us is complete, accurate, and not misleading in any material respect, and that We are entitled to rely upon it without independent verification.
- 2.3 We shall not be liable for any error, omission, deficiency, or delay in the consultancy and design services to the extent that it arises from inaccurate, incomplete, or misleading information provided by You or on Your behalf (including from Other Contractors), or from Your failure to provide information or access within the required timescales.

3. DESIGN BASIS AND LIMITATIONS

- 3.1 Unless otherwise expressly agreed in writing, all designs shall be prepared in accordance with the standards, codes, and methodologies specified in the Proposal and applicable at the date of the design. We shall have no obligation to update designs to reflect changes in law, regulation, codes, or standards occurring after delivery of the design.
- 3.2 Our design is prepared solely for the Site, application, and purpose described in the Proposal. Any application of the design to a different site, system, configuration, or purpose is prohibited and shall constitute a breach of clause 12 of the Terms. For the avoidance of doubt, We accept no liability for any loss arising from any such unauthorised use.
- 3.3 Where the design relies upon third-party data, calculations, formulas, methodologies, surveys, structural reports, geotechnical information, or other third-party material, We accept no liability for the accuracy or completeness of such material.

4. ENERGY PREDICTIONS AND PERFORMANCE ESTIMATES

- 4.1 Any energy yield predictions, performance estimates, savings calculations, carbon reduction estimates, or feasibility assessments provided by Us are indicative only and are based on assumptions, data sources, and methodologies current at the time of preparation.
- 4.2 We do not warrant or guarantee that any predicted energy yield, performance level, financial saving, or carbon reduction will be achieved. Actual performance will vary due to factors beyond Our control including weather, shading, degradation, grid availability, system operation, and energy consumption patterns.
- 4.3 No claim shall lie against Us in respect of any shortfall between predicted and actual performance.

5. DELIVERABLES

- 5.1 We shall deliver to You the design deliverables specified in the Proposal within the timescales stated therein or as otherwise agreed in writing.
- 5.2 All design deliverables, reports, calculations, drawings, specifications, models, and other documentation produced by Us remain vested in Us or Our licensors (as applicable) in accordance with clause 12 of the Terms. To the extent that any design deliverables incorporate IP licensed to

Us by a third party, You shall only acquire such rights as We are entitled to grant and shall comply with any applicable third-party licence terms notified to You.

- 5.3 Upon payment in full of all sums due to Us, We shall grant You a non-exclusive, non-transferable licence to use the design deliverables solely for the operation, maintenance and repair of the System installed at the Site pursuant to this Contract. You shall not amend, reproduce, or disclose such deliverables to any third party without Our prior written consent, save as expressly permitted under clause 12 of the Terms.

6. PLANNING AND CONSENTS

- 6.1 Unless expressly stated otherwise in the Proposal, We do not undertake to obtain planning permission or any other Consent on Your behalf. Where We provide support in connection with a planning application, We do not guarantee that permission will be granted or that any permission granted will satisfy Your requirements for the Site or the purposes of the Services..
- 6.2 You remain solely responsible for obtaining all Consents required in connection with any works designed by Us.

7. WARRANTY

- 7.1 The warranty terms applicable to consultancy and design services are set out in Part D of Schedule 9.

Schedule 2 INSTALLATION OF SOLAR PV SYSTEM SERVICES

1. SCOPE

- 1.1 We shall use reasonable endeavours to complete the Installation of the Solar PV System in accordance with the Timetable being the timeframe specified in the Proposal or as otherwise agreed in writing.
- 1.2 Practical Completion of the Solar PV System Installation shall be governed by clause 8 of the Terms.
- 1.3 The Contract including the provision of the Services does not cover or facilitate any changes to Your electricity metering arrangements or any Consents required for the Installation of the Solar PV System at the Site. You are solely responsible for securing all required Consents and for paying any associated charges. We accept no liability for all or any unauthorised use of the System whatsoever or for any delays to the Timetable or any other milestones agreed caused by any act or omission by You (or any person acting on your behalf including Other Contractors) including in respect of any changes to Your electricity metering.
- 1.4 We shall not be liable for the accuracy of the Solar PV System layout created using drawings, plans or other information ("**Design Detail**") provided by You (or on Your behalf including by Other Contractors).
- 1.5 You warrant that all Design Detail provided to Us is complete, accurate and not misleading in any material respect and that We may rely upon it for the purposes of preparing the Proposal, Price and Solar PV System layout. If the Design Detail is inaccurate, incomplete or does not accurately represent the Site, roof structure, dimensions, layout, services, or other relevant conditions and the proposed panel layout cannot be accommodated or requires modification, You shall be fully liable for all and any additional costs associated with or arising from any redesign, reconfiguration, delay, suspension, remobilisation, change to the panel layout or other amendment required as a consequence of the inaccurate or incomplete Design and any amendments to the Proposal and Price. This may include additional labour charged at Our applicable hourly rates (with the minimum charge being an eight hour day per person), components, delivery, travel and accommodation, associated fees, professional fees, contractor costs and other losses or expenses reasonably incurred by Us. We shall also be entitled to a reasonable extension of time for performance of the Services. These additional costs are subject to the applicable Payment Terms set out in clause 10 of the Terms.
- 1.6 If the parties agree, in writing, that You will carry out preparatory work prior to the commencement of the Services, the requirement, specifications and timescales applicable to such preparatory work shall be agreed by Us in writing prior to the commencement of such preparatory work. The preparatory work must be carried out by a suitably qualified, competent and experienced person in the required field of expertise and such preparatory works shall be completed by the date agreed by the parties. If any such requirements are not met (including the date of completion of the preparatory work), the consequence being We cannot commence the Services in accordance with the Timetable or such other dates agreed between the parties, then We shall not be liable for any loss or damage suffered by You for such delay and We reserve the right to charge any additional costs and expenses incurred by Us, including labour, remobilisation, plant, equipment hire, subcontractor, travel and accommodation costs at the rate and terms in accordance with clause 10 of the Terms.
- 1.7 Any estimates, forecasts, calculations, performance data, energy yield projections, savings projections or other information provided by Us in relation to the anticipated performance of a

Solar PV System are provided for illustrative and indicative purposes only. The actual performance, output and financial benefits of a Solar PV System are dependent upon a number of factors beyond Our control, including weather conditions, solar irradiance levels, geographic location, orientation, shading, site conditions, energy consumption patterns, system availability, grid constraints and equipment performance. On that basis, You acknowledge that actual results may differ materially from any estimate or projection provided by Us. Any estimate or projection provided by Us may be based upon industry standard assessment methodologies, modelling software and assumptions which We reasonably consider appropriate at the time it is prepared. Such estimates and projections are not guarantees of performance, energy generation, energy savings, export revenues, financial return, payback period or suitability for any particular purpose. Except to the extent expressly stated otherwise in these Terms, We do not warrant or guarantee that any Solar PV System will achieve any estimated or projected level of performance, generation, savings, export income or return on investment.

Wind Load Design, Standards Compliance and Residual Risk.

- 1.8 Where designed by Us, the Solar PV System has been designed using reasonable skill and care and in accordance with the standards, methodologies and design criteria specified in the Proposal, including, where applicable, BS EN 1991-1-4 (Eurocode 1: Wind Actions), and the relevant UK National Annex, BRE Digest 489. Unless otherwise expressly agreed in writing, the design is based upon the wind actions, loadings, assumptions and methodologies prescribed by those standards and guidance documents. We shall have no obligation to design for:

- (a) wind actions exceeding those prescribed by the applicable standards;
- (b) abnormal, exceptional or exceedance wind events;
- (c) site-specific wind tunnel testing, computational fluid dynamics (CFD) analysis or similar specialist assessments; or
- (d) enhanced safety factors, alternative design methodologies or higher performance criteria beyond those required by the applicable standards,

unless specifically agreed in writing by the parties prior to commencement of the design. Any such instruction may require amendments to the design, Timetable, specification, ballast requirements, structural interfaces and Price.

Where the Solar PV System is ground-mounted, We shall comply with the applicable structural design standards as specified in the Proposal which shall take precedence over BRE Digest 489 in respect of wind load design.

- 1.9 You acknowledge that the standards referred to in clause 1.8 of this Schedule are based upon recognised engineering principles and probabilistic design criteria and do not guarantee that the Solar PV System will remain undamaged, operational or serviceable under all weather conditions. Accordingly, We do not warrant or guarantee the performance, stability, serviceability or condition of the Solar PV System in the event of wind actions, weather conditions or other environmental events which exceed the assumptions, criteria or design parameters specified in the applicable standards or approved design documentation.
- 1.10 Any loss, damage, movement, instability, failure or deterioration arising from such exceedance events shall not constitute a defect in design, workmanship or materials, provided that We have designed and installed the Solar PV System in accordance with the Contract and the applicable standards identified in clause 1.8 of this Schedule. The residual risk associated with wind actions

or environmental conditions exceeding the applicable design standards shall remain the responsibility of You and shall not give rise to any liability on Our part.

- 1.11 Where relevant to the nature of the Services being performed under this Schedule, the provisions of Schedule 3 relating to Grid Connection (clause 4), Commissioning (clause 5), Performance (clause 6), Safety and Fire (clause 7) and Shutdowns and Outages (clause 8) shall apply to the Services under this Schedule as if set out herein, to the extent applicable to a Solar PV System installation.

2. COMMUNICATION DEVICES

- 2.1 We may install Goods that interface with equipment owned by You, for example, computers or mobile devices. We are not responsible for compatibility between Your equipment and the Goods installed.
- 2.2 We shall use reasonable endeavours as part of the Installation to connect any Goods requiring a Bluetooth, Zigbee, IP-based or similar communications connection to operate (the "**Communication Devices**"). We do not warrant or guarantee the availability, reliability or uninterrupted operation of any communications connection and shall not be liable for any failure, interruption or degradation of connectivity caused by the Site layout, building construction, signal strength, network coverage, internet connectivity, electrical interference or any third-party network, service or equipment. Any troubleshooting, software support or remedial work carried out by Us in connection with such issues shall be outside the scope of the Services unless expressly stated otherwise and may be charged at Our prevailing rates. Any such charges shall be payable in accordance with clause 10.

3. MCS CERTIFICATE

- 3.1 Where relevant to the Services, We will provide You with Your MCS certificate within 30 Working Days of receipt by Us of the Final Payment or in accordance with any other timescale agreed between You and Us and confirmed in writing.

4. TIMETABLE FOR INSTALLATION OF SOLAR PV SYSTEM

This clause 4 is only applicable where We are providing You with Installation Services for a Solar PV System.

- 4.1 We will agree an intended installation date with You but this date will be changeable dependent on:
- (a) You obtaining the appropriate Consents;
 - (b) availability of Our Personnel and any third party contractors; and
 - (c) availability of the Goods required to carry out the Installation.
- 4.2 Once We have confirmed a final date for commencement of Installation, You will be able to change this date where You provide Us with not less than 10 Working Days' prior written notice before the start date of Installation. For the avoidance of doubt, even where such notice is provided, You shall remain liable for any costs and expenses reasonably incurred by Us arising directly from the date change, including any delivery rescheduling charges, storage costs for Goods already

procured or in transit, and any supplier or logistics cancellation or amendment fees. Where such written notice is not provided, You shall in addition be liable for all additional costs and expenses incurred by Us, including labour, remobilisation, plant, equipment hire, subcontractor, travel and accommodation costs at the rate and terms set out in clause 10 of the Terms.

5. WARRANTY

- 5.1 All warranty terms applicable to the Installation of the Solar PV System, including in respect of Goods and workmanship, are set out in Schedule 9 Part A and, where design forms part of the Services, Schedule 9 Part D. No warranty is given beyond that expressly set out in Schedule 9.

6. GOVERNMENT GRANTS AND INCENTIVES

- 6.1 Where the Proposal references any government grant or incentive scheme relating to the Solar PV System (including any Smart Export Guarantee scheme, export tariff scheme, or any other grant or incentive relating to the generation or export of renewable electricity), We do not warrant or guarantee that You will qualify for, receive, or retain any such grant or incentive.
- 6.2 You are solely responsible for making all applications, maintaining eligibility, and complying with all conditions of any such scheme.
- 6.3 We accept no liability for any failure to obtain, loss of, or obligation to repay any grant or incentive.

Schedule 3 BATTERY ENERGY STORAGE SYSTEM INSTALLATION

1. SCOPE

- 1.1 Where the Proposal specifies that We are to supply and install a battery energy storage system ("BESS"), this Schedule shall apply in addition to the Terms (and Schedule 2 where applicable).
- 1.2 The BESS shall comprise the components, capacity, configuration, and specifications set out in the Proposal.

2. DESIGN AND STANDARDS

- 2.1 The BESS shall be designed and installed in accordance with all applicable standards, codes, and regulations current at the date of the Proposal, including (where applicable) BS EN 62619, G99 Engineering Recommendation (or G98 where applicable), BS 7671 (IET Wiring Regulations), and any relevant guidance issued by the National Fire Chiefs Council, the Health and Safety Executive, or the relevant DNO. For the avoidance of doubt, the obligation to carry out or commission any fire risk assessment of the Site or building generally remains solely with You as the responsible person under applicable fire safety legislation.
- 2.2 We shall carry out or procure all necessary risk assessments relating specifically to Our installation of the BESS, including thermal management assessment, to the extent required by applicable law and good industry practice.
- 2.3 We shall not be responsible for any ongoing fire risk assessment or management of the BESS following completion of the Installation unless separately contracted in writing between the parties.

3. CLIENT OBLIGATIONS

- 3.1 You shall ensure that the Site is suitable for the installation of the BESS, including adequate ventilation, structural capacity, temperature management, and compliance with any spacing or separation requirements specified by the manufacturer or applicable standards.
- 3.2 Without prejudice to clause 19 of the Terms, You shall notify Your property insurers of the installation of the BESS and shall provide evidence of adequate insurance cover (including cover against fire, overheating, and related risks) upon reasonable request.
- 3.3 You shall comply with all manufacturer guidance, safety instructions, and operating parameters provided to You by Us or by the manufacturer in connection with the BESS. Failure to do so shall invalidate any warranty and exclude Our liability.
- 3.4 You shall not modify, tamper with, override, or interfere with any safety systems, battery management systems, thermal management systems, or control systems forming part of the BESS without Our prior written consent.

4. GRID CONNECTION

- 4.1 You are solely responsible for securing all Consents required in connection with the BESS.
- 4.2 We accept no liability for any delay, cost, or inability to commission, or reduction in the performance of the BESS arising from the failure or delay of any grid connection application or DNO process or any grid constraint, export limitation or network restriction imposed after commissioning.
- 4.3 Where the BESS is designed to operate in conjunction with the System or other generating equipment, We shall have no liability for any reduction in performance of the BESS arising from grid constraints, export limitations, or DNO requirements beyond Our control.

5. COMMISSIONING

- 5.1 Following Installation, We shall commission the BESS in accordance with the manufacturer's commissioning procedure and applicable standards.
- 5.2 Upon successful commissioning, We shall notify You in writing. Practical Completion of the BESS shall be governed by clause 8 of the Terms.

6. PERFORMANCE

- 6.1 Battery storage capacity, cycle life, round-trip efficiency, and degradation rates are subject to the manufacturer's specifications and are affected by usage patterns, ambient temperature, charge/discharge rates, and other factors beyond Our control.
- 6.2 We do not warrant or guarantee any particular level of performance, capacity retention, cycle life, energy savings, revenue generation, or return on investment in respect of the BESS.
- 6.3 Any performance estimates or projections provided by Us are indicative only and do not constitute a performance guarantee.

7. SAFETY AND FIRE

- 7.1 You acknowledge that battery energy storage systems carry inherent risks including (without limitation) fire, overheating, thermal runaway, toxic gas release, and electrical hazard. You accept that such risks cannot be entirely eliminated through design and installation.
- 7.2 We shall carry out the Services in respect of the BESS in accordance with applicable standards and good industry practice to minimise such risks, but We do not warrant that the BESS will be free from all risk of fire, overheating, thermal event, or other hazards so referred.
- 7.3 Following completion of the Installation, You are solely responsible for the ongoing safe operation, maintenance, monitoring, and management of the BESS unless We are separately contracted to provide ongoing maintenance services.
- 7.4 You shall maintain appropriate emergency response procedures in relation to the BESS and shall ensure that relevant personnel are aware of the risks and appropriate actions in the event of a thermal event or fire.

8. SHUTDOWNS AND OUTAGES

- 8.1 The Installation of the BESS may require planned shutdowns of the existing electrical supply. We shall give You reasonable advance notice and shall use reasonable endeavours to minimise the duration of any such shutdown.
- 8.2 You shall be responsible for: (a) coordinating any shutdown with Your operations and relevant third parties; (b) notifying all affected parties of any planned shutdown; (c) powering down and securing sensitive equipment prior to any shutdown; and (d) any costs or losses arising from the shutdown, save to the extent directly caused by Our negligence.
- 8.3 We accept no liability for loss of production, revenue, data, or damage to equipment arising from any planned or necessary shutdown in connection with the Installation of the BESS, except to the extent directly caused by Our negligence.

9. GOVERNMENT GRANTS AND INCENTIVES

- 9.1 Where the Proposal references any government grant or incentive scheme relating to the BESS (including any energy storage grant, capital grant scheme, or other incentive), We do not warrant or guarantee that You will qualify for, receive, or retain any such grant or incentive.
- 9.2 You are solely responsible for making all applications, maintaining eligibility, and complying with all conditions of any such scheme.
- 9.3 We accept no liability for any failure to obtain, loss of, or obligation to repay any grant or incentive.

10. WARRANTY DISCLAIMER

- 10.1 All warranty terms applicable to the Battery Energy Storage System Installation are set out in Schedule 9 Part A and, where design forms part of the Services, Schedule 9 Part D. No warranty is given beyond that expressly set out in Schedule 9.

Schedule 4 ELECTRICAL INFRASTRUCTURE (HV & LV)

1. SCOPE

- 1.1 Where the Proposal specifies that We are to design, supply, and/or install electrical infrastructure, this Schedule shall apply in addition to the Terms (and, where applicable, Schedule 2).
- 1.2 Electrical infrastructure may include: switchgear, transformers, distribution boards, cable containment, HV/LV cabling, metering, protection systems, earthing, power factor correction, and associated equipment ("**Electrical Works**").

2. DESIGN AND STANDARDS

- 2.1 The Electrical Works shall be designed and installed in accordance with all applicable standards current at the date of the Proposal, including (where applicable):
 - (a) BS 7671 (IET Wiring Regulations);
 - (b) the Electricity at Work Regulations 1989;
 - (c) the Electricity Safety, Quality and Continuity Regulations 2002; and
 - (d) any relevant DNO standards and connection agreements.

3. CLIENT OBLIGATIONS

- 3.1 You shall provide Us with:
 - (a) all information relating to the existing electrical installation, including single line diagrams, protection settings, cable routes, and available fault levels;
 - (b) copies of any existing connection agreements with the DNO;
 - (c) details of any planned future loads, generation, or modifications; and
 - (d) safe and adequate access to all relevant areas including switch-rooms, risers, plant rooms, and cable routes.
- 3.2 You warrant that all information provided is complete, accurate, and not misleading.
- 3.3 We shall not be liable for any error, failure, delay, or additional cost arising from inaccurate or incomplete information provided by You or on your behalf including by Other Contractors.

4. SHUTDOWNS AND OUTAGES

- 4.1 The Electrical Works may require planned shutdowns of the existing electrical supply. We shall give You reasonable advance notice and use reasonable endeavours to minimise duration.
- 4.2 You shall be responsible for:
 - (a) coordinating any shutdown with Your operations and relevant third parties;
 - (b) notifying all affected parties;

- (c) powering down and securing sensitive equipment prior to shutdown; and
- (d) any costs or losses arising from the shutdown, save to the extent caused by Our negligence.

4.3 We accept no liability for loss of production, revenue, data, or damage to equipment arising from any planned or necessary shutdown, except to the extent directly caused by Our negligence.

5. GRID CONNECTION AND DNO

5.1 You are solely responsible for securing all Consents required in connection with the Electrical Works.

5.2 We accept no liability for any delay or inability to commission arising from the failure or delay of any DNO process or failure to secure any required Consents.

6. TESTING AND COMMISSIONING

6.1 Upon completion, We shall carry out all testing required by BS 7671 and applicable standards and shall provide relevant test certificates.

6.2 We shall test only the Installation carried out by Us in connection with the Services. We accept no responsibility for the condition or compliance of any existing electrical installation not forming part of the Services.

6.3 If during the Electrical Works We discover any defect or unsafe condition in the existing installation, We shall notify You and may suspend the Electrical Works or any other Services until remedied. Any resulting delay or cost shall entitle Us to an extension of time and recovery of reasonable additional costs.

6.4 Practical Completion shall be governed by clause 8 of the Terms.

7. PERFORMANCE

7.1 The performance of the Electrical Works in respect of power quality, fault levels, capacity, load characteristics, and efficiency is subject to the characteristics of the existing network and third-party infrastructure and other factors beyond Our control.

7.2 We do not warrant or guarantee any particular level of electrical performance, capacity, power quality, energy savings, or efficiency improvement arising from the Electrical Works.

7.3 Any performance estimates or projections provided by Us are indicative only and do not constitute a performance guarantee.

8. ONGOING OPERATION

8.1 Following Practical Completion, You are solely responsible for the ongoing operation, inspection, testing, and maintenance of the Electrical Works unless We are separately contracted.

8.2 You shall ensure periodic inspection and testing is carried out at intervals required by BS 7671.

- 8.3 You shall ensure only suitably qualified persons carry out any work on the Electrical Works following Practical Completion.

9. SAFETY

- 9.1 You acknowledge that high and low voltage electrical infrastructure carries inherent risks including (without limitation) arc flash, electrical explosion, fire, electric shock, and damage to connected equipment. You accept that such risks cannot be entirely eliminated through design and installation.
- 9.2 We shall carry out the Services in respect of the Electrical Works in accordance with applicable standards and good industry practice to minimise such risks, but We do not warrant that the Electrical Works will be free from all risk of electrical fault, fire, arc flash, or related hazard.
- 9.3 Following Practical Completion, You are solely responsible for the ongoing safe operation, inspection, testing, and maintenance of the Electrical Works unless We are separately contracted to provide such services.
- 9.4 You shall ensure that appropriate emergency response procedures are maintained in respect of the Electrical Works and that relevant personnel are aware of the risks associated with high and low voltage electrical infrastructure and the appropriate actions in the event of an electrical fault, arc flash, or fire.

10. WARRANTY DISCLAIMER

- 10.1 All warranty terms applicable to the Electrical Infrastructure (HV & LV) are set out in Schedule 9 Part A and, where design forms part of the Services, Schedule 9 Part D. No warranty is given beyond that expressly set out in Schedule 9.

Schedule 5 EV CHARGING INFRASTRUCTURE

1. SCOPE

- 1.1 Where the Proposal specifies that We are to supply and install electric vehicle charging infrastructure ("**EV Infrastructure**"), this Schedule shall apply in addition to the Terms (and Schedule 2 where applicable).
- 1.2 The EV Infrastructure may comprise the charge points, cabling, distribution equipment, back-office systems, and associated components however the specifics shall be as set out in the Proposal.

2. DESIGN AND STANDARDS

- 2.1 The EV Infrastructure shall be designed and installed in accordance with all applicable standards, codes, and regulations current at the date of the Proposal, including (where applicable) BS 7671 (IET Wiring Regulations), BS EN IEC 61851, IET Code of Practice for Electric Vehicle Charging Equipment Installation, and any requirements imposed by the relevant DNO.
- 2.2 Where the Proposal specifies charge points with smart functionality, the charge points shall comply with the Electric Vehicles (Smart Charge Points) Regulations 2021 (or any successor legislation) to the extent applicable.

3. CLIENT OBLIGATIONS

- 3.1 You shall ensure that the Site has adequate electrical capacity for the EV Infrastructure. If a supply upgrade, new connection, or DNO reinforcement is required, this shall be Your sole responsibility and at Your cost unless expressly included in the Proposal.
- 3.2 You are solely responsible for:
 - (a) obtaining all Consents, and wayleaves required in connection with the EV Infrastructure;
 - (b) any civil works, groundworks, trenching, reinstatement, or surface works not expressly included in the Proposal;
 - (c) the provision of adequate internet connectivity (wired or wireless) to the charge points where network connectivity is required for smart functionality, load management, or back-office operation;
 - (d) compliance with any relevant workplace or public access requirements, including the Public Charge Point Regulations 2023 (or any successor legislation) where applicable; and
 - (e) ensuring that parking spaces, access routes, and installation locations are available, clear, and accessible on the agreed dates.
- 3.3 Where inadequate electrical supply, connectivity, or Site conditions are discovered during the Installation, We shall notify You and We shall be entitled to an extension of time and recovery of any additional costs reasonably incurred such costs to be invoiced and payable in accordance with the applicable payment provisions of clause 10 of the Terms.
- 3.4 Practical Completion shall be governed by clause 8 of the Terms.

4. CONNECTIVITY AND SOFTWARE

- 4.1 The operation of smart charge points, load management systems, payment systems, and user interfaces depends upon third-party network connectivity, back-office platforms, and software services which are outside Our control.
- 4.2 We do not warrant or guarantee the availability, reliability, or uninterrupted operation of any connectivity, software platform, payment processing system, or back-office service.
- 4.3 Any ongoing subscription fees, platform fees, SIM costs, software licence fees, or network charges associated with the operation of the charge points following Installation shall be Your sole responsibility unless expressly included in the Proposal.
- 4.4 Where a third-party back-office provider or charge point network operator is specified in the Proposal, We shall use reasonable endeavours to facilitate registration with that provider but shall not be liable for any act, omission, failure, or delay by that third party.

5. GOVERNMENT GRANTS AND INCENTIVES

- 5.1 Where the Proposal references any government grant or incentive scheme (including any OZEV workplace charging scheme or local authority grant), We do not warrant or guarantee that You will qualify for, receive, or retain any such grant or incentive.
- 5.2 You are solely responsible for making all applications, maintaining eligibility, and complying with all conditions of any such scheme.
- 5.3 We accept no liability for any failure to obtain, loss of, or obligation to repay any grant or incentive.

6. LOAD MANAGEMENT

- 6.1 Where load management or dynamic load balancing forms part of the Installation, the effectiveness of such systems depends upon the accuracy of information provided by You regarding the Site's electrical demand, available capacity, and supply arrangements.
- 6.2 We shall not be liable for any overload, supply interruption, tripped protection, or damage to the electrical installation arising from inaccurate information provided by You regarding the Site's electrical capacity or demand profile.

7. PERFORMANCE

- 7.1 The charging capacity, availability, charging speeds, and energy delivery of the EV Infrastructure are subject to the manufacturer's specifications and are affected by network connectivity, power supply, user demand, ambient conditions, and other factors beyond Our control.
- 7.2 We do not warrant or guarantee any particular level of performance, availability, charging speed, energy delivery, cost saving, or return on investment in respect of the EV Infrastructure.
- 7.3 Any performance estimates or projections provided by Us are indicative only and do not constitute a performance guarantee.

8. MAINTENANCE AND ONGOING OPERATION

- 8.1 Following completion of the Installation, You are solely responsible for the ongoing operation, maintenance, cleaning, repair, and management of the EV Infrastructure unless We are separately contracted to provide ongoing maintenance services.
- 8.2 You shall comply with all manufacturer maintenance guidance provided to You at the date of Installation.
- 8.3 Charge point software updates, firmware updates, and security patches may be required from time to time by the manufacturer or back-office provider. Responsibility for procuring and installing such updates rests with You unless We are separately contracted to provide such services.

9. SHUTDOWNS AND OUTAGES

- 9.1 The Installation of the EV Infrastructure may require planned shutdowns of the existing electrical supply. We shall give You reasonable advance notice and shall use reasonable endeavours to minimise the duration of any such shutdown.
- 9.2 You shall be responsible for: (a) coordinating any shutdown with Your operations and relevant third parties; (b) notifying all affected parties of any planned shutdown; (c) powering down and securing sensitive equipment prior to any shutdown; and (d) any costs or losses arising from the shutdown, save to the extent directly caused by Our negligence.
- 9.3 We accept no liability for loss of production, revenue, data, or damage to equipment arising from any planned or necessary shutdown in connection with the Installation of the EV Infrastructure, except to the extent directly caused by Our negligence.

10. WARRANTY DISCLAIMER

- 10.1 All warranty terms applicable to the EV Charging Infrastructure are set out in Schedule 9 Part A and, where design forms part of the Services, Schedule 9 Part D. No warranty is given beyond that expressly set out in Schedule 9.

Schedule 6 MICRO/SMART GRID & ENERGY MANAGEMENT SYSTEMS

1. SCOPE

- 1.1 Where the Proposal specifies that We are to supply and/or install an energy management system, smart grid solution, or integrated monitoring and control system ("EMS"), this Schedule shall apply in addition to the Terms (and, where applicable, Schedule 2).
- 1.2 The EMS may comprise hardware, software, sensors, meters, controllers, communications equipment, monitoring dashboards, and associated components as specified in the Proposal.

2. DESIGN AND STANDARDS

- 2.1 The EMS shall be designed and installed in accordance with all applicable standards and regulations current at the date of the Proposal, including (where applicable) BS 7671 (IET Wiring Regulations).
- 2.2 Where the EMS interfaces with existing building management systems, generation assets, storage systems, EV chargers, or other third-party equipment, We shall use reasonable endeavours to achieve integration but do not warrant or guarantee compatibility with any equipment not supplied by Us.
- 2.3 The provisions of Schedule 3 relating to Shutdowns and Outages (clause 8) shall apply to the Services under this Schedule as if set out herein, to the extent applicable to the installation of an Energy Management System.
- 2.4 Practical Completion shall be governed by clause 8 of the Terms.

3. CLIENT OBLIGATIONS

- 3.1 You shall provide Us with all information reasonably required, including:
 - (a) details of the existing electrical installation, generation assets, storage systems, and metering arrangements;
 - (b) details of any existing control systems or platforms with which the EMS is required to interface;
 - (c) adequate and reliable internet connectivity to support the operation of the EMS where required.
- 3.2 We shall not be liable for any failure or reduced functionality of the EMS arising from:
 - (a) inaccurate or incomplete information provided by You;
 - (b) inadequate internet connectivity or network infrastructure;
 - (c) incompatibility with third-party systems or equipment not supplied by Us;
 - (d) changes to Your systems made without Our prior written approval; or
 - (e) failure by You to operate the EMS in accordance with Our instructions.

4. SOFTWARE AND LICENSING

- 4.1 All software and firmware forming part of the EMS remains Our intellectual property (or that of Our licensors) in accordance with clause 12 of the Terms.
- 4.2 We grant You a non-exclusive, non-transferable licence to use such software solely in connection with the operation of the EMS at the Site for the duration of the Contract. Where any software or firmware forms part of EvoEnergy IP licensed to Us by a third party, the licence granted under this clause is subject to and limited by the terms of the applicable third-party licence, and You shall only acquire such rights as We are entitled to grant. You shall comply with any third-party licence terms notified to You in accordance with clause 12.3 of the Terms. We shall not be liable for any restriction, suspension, or termination of any third-party licence arising from circumstances beyond Our reasonable control.
- 4.3 Any ongoing subscription fees, licence fees, hosting charges, or data storage fees shall be Your responsibility unless expressly included in the Proposal.
- 4.4 We do not warrant the uninterrupted availability of any cloud-hosted platform or software service and shall not be liable for any loss of data or interruption caused by third-party hosting providers, connectivity failures, or circumstances beyond Our reasonable control.
- 4.5 Upon termination of the Contract, Your licence to use the software shall cease unless separately agreed in writing.

5. PERFORMANCE

- 5.1 Any estimates of energy savings, cost reductions, or efficiency improvements provided by Us in connection with the EMS are indicative only.
- 5.2 We do not warrant or guarantee that any particular level of saving or improvement will be achieved.

6. MAINTENANCE AND ONGOING OPERATION

- 6.1 Following completion of Installation, You are solely responsible for the ongoing operation and maintenance of the EMS unless We are separately contracted to provide such services.
- 6.2 Software updates, firmware updates, and security patches are Your responsibility unless We are separately contracted to provide them.

7. LOAD MANAGEMENT

- 7.1 Where load management, demand side response, dynamic load balancing, or smart grid control forms part of the EMS, the effectiveness of such functions depends upon the accuracy of information provided by You regarding the Site's electrical demand, available capacity, supply arrangements, and the performance of third-party systems and equipment with which the EMS interfaces.
- 7.2 We shall not be liable for any overload, supply interruption, tripped protection, damage to the electrical installation, loss of production, or failure of the EMS to achieve any anticipated load management outcome arising from: (a) inaccurate or incomplete information provided by You regarding the Site's electrical capacity, demand profile, or existing infrastructure; (b) changes to

Your Site's electrical demand or supply arrangements made without Our prior written approval; or
(c) the failure, unavailability, or incompatibility of any third-party system, equipment, or network with which the EMS is required to interface.

8. WARRANTY DISCLAIMER

- 8.1 All warranty terms applicable to the Energy Management System and Smart Grid Installation are set out in Schedule 9 Part A and, where design forms part of the Services, Schedule 9 Part D. No warranty is given beyond that expressly set out in Schedule 9.

Schedule 7 OPERATION & MAINTENANCE SERVICES

1. SCOPE

- 1.1 This Schedule applies where EvoEnergy agrees to provide Operation and Maintenance ("O&M") Services in respect of any System in accordance with the Contract.
- 1.2 The O&M Services may include, if agreed:
- (a) planned preventative Maintenance Visits;
 - (b) inspection and testing;
 - (c) routine adjustments, cleaning, and calibration;
 - (d) recording and reporting of findings;
 - (e) operational checks on performance and safety;
 - (f) provision of maintenance reports;
 - (g) recommendations for remedial or upgrade works.

2. DEFINITIONS

- 2.1 "**Maintenance Visit**" means an on-Site attendance by Our Personnel to perform O&M Services as agreed.

3. CLIENT OBLIGATIONS

- 3.1 In addition to the obligations set out in the Terms, the Client shall comply with all reasonable instructions issued by EvoEnergy in connection with the Operation and Maintenance Services and shall provide such access, information and assistance as We may reasonably require to perform those Services.
- 3.2 Where You cancel or postpone a Maintenance Visit, You shall provide Us with not less than 5 Working Days' written notice. Where less notice is given, the following cancellation charges shall apply to reflect Our irrecoverable costs where We are unable to redeploy Our Personnel:
- (a) more than 5 Working Days' notice — no charge;
 - (b) between 2 and 5 Working Days' notice — 50% of the fee attributable to the relevant Maintenance Visit as specified in the Proposal;
 - (c) less than 2 Working Days' notice — 100% of the fee attributable to the relevant Maintenance Visit as specified in the Proposal.

EvoEnergy shall use reasonable endeavours to redeploy Personnel made available by the cancellation or postponement. Cancellation charges shall be reduced to the extent that redeployment is achieved. Such charges shall be invoiced separately and shall be payable within 7 days of the date of invoice.

4. STANDARDS OF SERVICE

- 4.1 We shall carry out O&M Services in accordance with the standard set out at clause 4.1 of the Terms and in accordance with published recommendations and relevant manufacturer guidance.
- 4.2 We shall use suitably qualified and experienced Personnel and provide You with written maintenance reports after each planned Maintenance Visit.

5. EXCLUSIONS

- 5.1 Unless expressly stated in the Proposal, the O&M Services do not include:
- (a) the supply, replacement or fitting of any parts or components which shall be subject to an additional charge;
 - (b) remedial or fault repair services (see Schedule 8);
 - (c) equipment upgrades, enhancements, or modifications;
 - (d) attendance at the Site more frequently than specified in the Proposal.
- 5.2 Any additional services required outside the Services agreed in the Proposal will be chargeable at EvoEnergy's then-prevailing rates and subject to separate agreement.
- 5.3 For the avoidance of doubt, cancellation charges arising under clause 3.2 of this Schedule are payable in addition to any sums due in respect of Services performed and are not affected by any exclusion in this clause 5.

6. WARRANTY DISCLAIMER

- 6.1 All warranty terms applicable to the Operation and Maintenance Services are set out in Schedule 9 Part B. No warranty is given beyond that expressly set out in Schedule 9.
- 6.2 Our Operation and Maintenance Services are carried out by reference to the condition of the System as observed during the relevant Maintenance Visit and are limited to those parts of the System that are visible, accessible and capable of inspection at the time of the visit. Our findings, reports and recommendations are based solely on observations made during the visit and do not constitute a comprehensive or exhaustive assessment of the System. We do not warrant that all defects, faults or deterioration will be identified during a Maintenance Visit, including any defects or conditions that are concealed, latent, not yet manifested, or not reasonably apparent upon visual inspection. Nothing in Our maintenance reports shall be construed as a guarantee of the ongoing condition, performance or fitness for purpose of the System or any part thereof following the date of the visit.
- 6.3 We accept no liability for any unauthorised use or operation of the System or any part thereof.

Schedule 8 REMEDIAL MAINTENANCE SERVICES

1. SCOPE

- 1.1 This Schedule applies where EvoEnergy agrees to provide the Remedial Maintenance Services in respect of any System in accordance with the Contract.
- 1.2 Remedial Maintenance Services may include:
- (a) fault finding and diagnosis;
 - (b) corrective repairs, replacement, or adjustment;
 - (c) safety checks and recommissioning after repair;
 - (d) provision of remedial maintenance reports upon completion.

2. CLIENT OBLIGATIONS

- 2.1 In addition to the obligations set out in the Terms, the Client shall provide EvoEnergy with all information reasonably available regarding the fault, defect or issue requiring investigation and shall provide safe and timely access to the relevant System and Site areas to enable the Remedial Maintenance Services to be performed:

3. STANDARDS OF SERVICE

- 3.1 We shall carry out Remedial Maintenance Services in accordance with the standard set out at clause 4.1 of the Terms using suitably qualified and experienced Personnel.
- 3.2 EvoEnergy shall provide the Client with a written remedial maintenance report upon completion of the Remedial Maintenance Services.

4. EXCLUSIONS

- 4.1 Unless expressly stated, Remedial Maintenance Services do not include:
- (a) supply, replacement or fitting of any parts or components (unless otherwise agreed in writing);
 - (b) attendance for faults or issues caused by third parties (including You or Other Contractors) or outside EvoEnergy's control;
 - (c) equipment upgrades, modifications, or enhancements;
 - (d) works required due to misuse, malicious damage, vandalism, or a Force Majeure Event.

5. WARRANTY DISCLAIMER

- 5.1 All warranty terms applicable to the Remedial Maintenance Services are set out in Schedule 9 Part C. No warranty is given beyond that expressly set out in Schedule 9.
- 5.2 We accept no liability for any unauthorised use or operation of the System or any part thereof.

Schedule 9 WARRANTIES

The table below sets out which Parts of this Schedule 9 (Warranties) apply to each Service Type. Parts B (Operations & Maintenance), C (Remedial Maintenance Services) and D (Design & Consultancy) of this Schedule 9 apply only when such applicable Services are actually provided to the Client under this Contract.

Schedule	Service Type	Warranty Parts (Schedule 9)
Schedule 1	Consultancy and Design Services	Part D (Design & Consultancy)
Schedule 2	Installation of a Solar PV System	Part A (Installation), Part D (Design)
Schedule 3	Battery Energy Storage System Installation	Part A (Installation), Part D (Design)
Schedule 4	Electrical Infrastructure (HV & LV)	Part A (Installation), Part D (Design)
Schedule 5	EV Charging Infrastructure	Part A (Installation), Part D (Design)
Schedule 6	Micro/Smart Grid & Energy Management Services	Part A (Installation), Part D (Design)
Schedule 7	Operation & Maintenance Services	Part B
Schedule 8	Remedial Maintenance Services	Part C

GENERAL PROVISIONS

1. Applicability and Priority

1.1 This Schedule applies to all Goods and Services (including Installation where forming part of the Services agreed under the Contract) provided by Us to You under this Contract. The relevant Part of this Schedule applies according to the type of Service provided (for example Installation, Consultancy & Design, Battery Energy Storage, EV Charging, Energy Management Systems, Electrical Works, Operation & Maintenance, Remedial Maintenance).

1.2 Save as expressly set out in this Schedule or otherwise expressly agreed in writing by Us, no warranty of any kind (whether express or implied, statutory or otherwise) is provided by Us in connection with the Goods or Services. All manufacturer warranty exclusions, performance disclaimers and protective provisions in this Schedule are expressly preserved for Our benefit and shall take precedence over any Proposal or other Term unless derogation is expressly agreed in writing.

1.3 Where Goods or Services combine elements from more than one Part, the warranties for each relevant Part apply to their respective scope. Where design forms part of an installation project, Part D shall apply to the design element.

PART A – COMMERCIAL INSTALLATION SERVICES

1. MANUFACTURER'S GOODS WARRANTY AND DISCLAIMERS

- 1.1 We do not provide any warranty in respect of the Goods other than to pass through to You the benefit of any manufacturer's product warranty, to the extent that such warranty is transferable and in accordance with the manufacturer's terms and conditions.
- 1.2 The manufacturer's product warranty applies only for the warranty period specified by the manufacturer and is subject solely to the terms, conditions, and exclusions imposed by the manufacturer.
- 1.3 For the avoidance of doubt, the manufacturer's product warranty does not cover, and We shall have no liability for, any costs, expenses, losses, claims, or liabilities of any nature whatsoever, including but not limited to those arising from or in connection with:
 - (a) workmanship;
 - (b) scaffolding, access equipment, or access costs;
 - (c) labour, removal, reinstallation, or any associated works; or
 - (d) any matter beyond the scope of the manufacturer's express warranty terms.
- 1.4 Save as expressly set out in this Part A, no warranty, condition, or representation (whether express or implied, statutory or otherwise) is given by Us in respect of the Goods, and any such warranty, condition, or representation is excluded to the fullest extent permitted by law.
- 1.5 Any claim under the manufacturer's warranty must be made by You directly to the manufacturer in accordance with the manufacturer's claims process. We shall provide reasonable assistance in facilitating such claims, provided that any costs reasonably incurred by Us in doing so shall be borne by You.
- 1.6 This clause 1 does not apply to any defect arising from fair wear and tear, wilful damage, accident, negligence by You or any third party (including Other Contractors), use of the Goods contrary to manufacturer guidance or Our recommendations, Your failure to follow Our instructions, or any alteration or repair carried out without Our prior written approval.

2. INSTALLATION WARRANTY

- 2.1 We warrant that for a period of 2 years following the date of Practical Completion ("the Installation Warranty Period"), all Installation Services carried out by Us will be performed with reasonable skill and care, provided that Operation and Maintenance Services are contracted with Us and remain in place from the date of Practical Completion throughout the Installation Warranty Period. Where Operation and Maintenance Services are not in place with Us from the date of Practical Completion, or are terminated during the Installation Warranty Period, this warranty shall cease to apply from the date on which such Services are not in place or are terminated.

- 2.2 This warranty does not apply to any defect arising from:
- (a) fair wear and tear;
 - (b) wilful damage, accident, or negligence by You or any third party (including Other Contractors);
 - (c) use of the Goods or System contrary to manufacturer guidance or Our recommendations;
 - (d) Your failure to follow Our instructions or recommendations;
 - (e) any alteration, interference, or repair carried out by You or a third party (including Other Contractors) without Our prior written approval; or
 - (f) any failure by You to maintain the Goods or Installation in accordance with any maintenance guidance provided by Us or the manufacturer.

For the avoidance of doubt, this warranty does not extend to any Client-Supplied Materials or any part of the Installation incorporating Client-Supplied Materials, in respect of which clause 6.19 of the Terms applies.

- 2.3 If You believe the Installation does not conform with the warranty in clause 2.1, You must notify Us in writing within 10 Working Days of becoming aware of the defect and in any event within the Installation Warranty Period.
- 2.4 Upon receipt of a valid notification under clause 2.3, We shall inspect the Installation at a mutually agreed date. If We confirm that the defect is attributable to a failure by Us to exercise reasonable skill and care, We shall, at Our sole option, repair or re-perform the defective works at no additional cost to You. This shall be Your sole and exclusive remedy in respect of any breach of the warranty in clause 2.1.
- 2.5 If upon inspection We determine that the defect is not attributable to a failure by Us to exercise reasonable skill and care, You shall bear all costs reasonably incurred by Us in carrying out the inspection.

3. DEFECTS RECTIFICATION PERIOD

- 3.1 For a period of 12 months from Practical Completion ("Defects Rectification Period"), You shall notify Us in writing of any defect, or other fault in the Installation which constitutes a breach of the warranty at clause 2.1 ("Notified Defect"). For the avoidance of doubt, the Defects Rectification Period does not apply to Goods, which are subject solely to the manufacturer's product warranty in accordance with clause 1 of this Part A. For the avoidance of doubt, upon expiry of the Defects Rectification Period We shall have no further obligation to attend Site in respect of defects, without prejudice to any warranty claim validly notified within the Defects Rectification Period but not yet resolved at its expiry.
- 3.2 We shall remedy each Notified Defect within a reasonable time of notification, at no additional cost to You, provided that the defect constitutes a breach of the warranty at clause 2.1 and is not excluded under clauses 2.2 or 1.7 of this Part A.
- 3.3 We shall have no obligation under this clause 3 of Part A in respect of defects, damage, or deterioration:
- (a) not notified to Us in writing during the Defects Rectification Period;

(b) arising from fair wear and tear, wilful damage, accident, misuse, or failure by You to maintain the System in accordance with any guidance provided by Us or the manufacturer;

(c) arising from modifications, interference, or works carried out by You or any third party without Our prior written consent;

(d) falling within the scope of a manufacturer's product warranty, which remains Your remedy as against the manufacturer in accordance with clause 1 of this Part A; or

(e) falling within any of the exclusions set out in clause 2.2 of this Part A, which shall apply equally to any claim under this clause 3.

- 3.4 This clause 3 operates in addition to, and not in substitution for, the Installation Warranty in clause 2 of this Part A.

4. GENERAL

- 4.1 Save as expressly set out in this Part A or otherwise expressly agreed in writing by Us, no warranty of any kind (whether express or implied, statutory or otherwise) is provided by Us in connection with the Goods or the Services (including Installation).

- 4.2 For the avoidance of doubt, no Goods or Services (including Installation), or other output produced by Us shall be construed as a warranty or guarantee of fitness for any particular purpose, satisfactory quality, completeness, accuracy, compliance with any particular standard or regulatory requirement, or achievement of any particular outcome or result. All such implied terms, conditions and warranties are excluded to the fullest extent permitted by law.

- 4.3 We are not responsible for the cost of repairing any pre-existing faults or damage to the Site, Your property or equipment that We discover in the course of performing the Services (including Installation).

PART B – OPERATIONS & MAINTENANCE SERVICES

1. SERVICE WARRANTY

- 1.1 We warrant that all Operation & Maintenance Services performed by Us will be carried out with reasonable skill and care in accordance with the standards of a reasonably competent contractor experienced in the maintenance of the relevant System and associated equipment.
- 1.2 The warranty in clause 1.1 applies solely in respect of the Operation & Maintenance Services carried out during each individual maintenance visit or service event and covers only the works performed during that visit ("the O&M Warranty Period"). For the avoidance of doubt, the O&M Warranty Period in respect of the final maintenance visit shall not extend beyond the date of that visit.
- 1.3 This warranty does not apply to any defect, fault, or failure arising from:
- (a) fair wear and tear;
 - (b) wilful damage, accident, or negligence by You or any third party (including Other Contractors);
 - (c) use of the system contrary to manufacturer guidance or Our recommendations;
 - (d) Your failure to follow Our instructions or recommendations;
 - (e) any alteration, interference, or repair carried out by You or a third party (including Other Contractors) without Our prior written approval;
 - (f) any pre-existing fault or defect not caused by Us; or
 - (g) any failure by You to provide safe and adequate access to the Site or the equipment.

2. GOODS AND PARTS

- 2.1 Where We supply replacement parts or components in connection with the Operation & Maintenance Services, We do not provide any warranty in respect of such parts or components other than to pass through to You the benefit of any manufacturer's product warranty, to the extent that such warranty is transferable and in accordance with the manufacturer's terms and conditions.
- 2.2 The manufacturer's product warranty does not cover, and We shall have no liability for, any costs, expenses, losses, claims, or liabilities of any nature whatsoever, including but not limited to those arising from or in connection with:
- (a) workmanship;
 - (b) scaffolding, access equipment, or access costs;
 - (c) labour, removal, reinstallation, or any associated works; or
 - (d) any matter beyond the scope of the manufacturer's express warranty terms.
- 2.3 Any claim under the manufacturer's warranty must be made by You directly to the manufacturer in accordance with the manufacturer's claims process. We shall provide reasonable assistance in facilitating such claims, provided that any costs reasonably incurred by Us in doing so shall be borne by You.

3. NOTIFICATION AND REMEDY

- 3.1 If You believe any Services does not conform with the warranty in clause 1.1, You must notify Us in writing within 5 Working Days of becoming aware of the defect and in any event within the O&M Warranty Period.
- 3.2 Upon receipt of a valid notification under clause 3.1, We shall inspect the relevant Services at a mutually agreed date. If We confirm that the defect is attributable to a failure by Us to exercise reasonable skill and care, We shall, at Our sole option, re-perform Our defective Services at no additional cost to You. This shall be Your sole and exclusive remedy in respect of any breach of the warranty in clause 1.1.
- 3.3 If upon inspection We determine that the defect is not due to our breach of the warranty in clause 1.1, You shall bear all costs reasonably incurred by Us in carrying out the inspection.

4. GENERAL

- 4.1 Save as expressly set out in this Part B or otherwise expressly agreed in writing by Us, no warranty of any kind (whether express or implied, statutory or otherwise) is provided by Us in connection with the Operation & Maintenance Services.
- 4.2 For the avoidance of doubt, We do not warrant or guarantee the performance, output, or availability of any System or associated equipment maintained by Us under this Contract.
- 4.3 We are not responsible for the cost of repairing any pre-existing faults or damage to the Site, Your property or equipment that We discover in the course of performing the Services.
- 4.4 For the avoidance of doubt, no Operation and Maintenance Services or output produced by Us shall be construed as a warranty or guarantee of fitness for any particular purpose, satisfactory quality, completeness, accuracy, compliance with any particular standard or regulatory requirement, or achievement of any particular outcome or result. All such implied terms, conditions and warranties are excluded to the fullest extent permitted by law.

PART C— REMEDIAL MAINTENANCE SERVICES

1. SERVICE WARRANTY

- 1.1 We warrant that all Remedial Maintenance Services performed by Us will be carried out with reasonable skill and care in accordance with the standards of a reasonably competent contractor experienced in the repair and maintenance of the relevant System and associated equipment.
- 1.2 The warranty in clause 1.1 applies for a period of 30 days following the date of the written remedial maintenance report issued by Us under Schedule 8 ("the Remedial Warranty Period").
- 1.3 This warranty does not apply to any defect, fault, or failure arising from:
 - (a) fair wear and tear;
 - (b) wilful damage, accident, or negligence by You or any third party (including Other Contractors);
 - (c) use of the system contrary to manufacturer guidance or Our recommendations;

- (d) Your failure to follow Our instructions or recommendations;
- (e) any alteration, interference, or repair carried out by You or a third party (including Other Contractors) without Our prior written approval;
- (f) any pre-existing fault or defect not caused by Us and not forming part of the Services; or
- (g) any failure by You to provide safe and adequate access to the Site or the equipment.

2. GOODS AND PARTS

- 2.1 Where We supply replacement parts or components in connection with the Remedial Maintenance Services, We do not provide any warranty in respect of such parts or components other than to pass through to You the benefit of any manufacturer's product warranty, to the extent that such warranty is transferable and in accordance with the manufacturer's terms and conditions.
- 2.2 The manufacturer's product warranty does not cover, and We shall have no liability for, any costs, expenses, losses, claims, or liabilities of any nature whatsoever, including but not limited to those arising from or in connection with:
 - (a) workmanship;
 - (b) scaffolding, access equipment, or access costs;
 - (c) labour, removal, reinstallation, or any associated works; or
 - (d) any matter beyond the scope of the manufacturer's express warranty terms.
- 2.3 Any claim under the manufacturer's warranty must be made by You directly to the manufacturer in accordance with the manufacturer's claims process. We shall provide reasonable assistance in facilitating such claims, provided that any costs reasonably incurred by Us in doing so shall be borne by You.

3. NOTIFICATION AND REMEDY

- 3.1 If You believe any relevant Services do not conform with the warranty in clause 1.1, You must notify Us in writing within 5 Working Days of becoming aware of the defect and in any event within the Remedial Warranty Period.
- 3.2 Upon receipt of a valid notification under clause 3.1, We shall inspect the relevant Services at a mutually agreed date. If We confirm that the defect is attributable to a failure by Us to exercise reasonable skill and care, We shall, at Our sole option, re-perform the defective Services at no additional cost to You. This shall be Your sole and exclusive remedy in respect of any breach of the warranty in clause 1.1.
- 3.3 If upon inspection We determine that the defect is not due to our breach of the warranty in clause 1.1, You shall bear all costs reasonably incurred by Us in carrying out the inspection.

4. SCOPE LIMITATION

- 4.1 Our warranty and liability under this Part C is limited strictly to the scope of the Remedial Maintenance Services set out in the Proposal. We accept no responsibility for any element of the System or equipment not forming part of the agreed Services.
- 4.2 We are not responsible for the cost of repairing any pre-existing faults or damage to the Site, Your property or equipment that We discover in the course of performing the Remedial Maintenance Services.

5. GENERAL

- 5.1 Save as expressly set out in this Part C or otherwise expressly agreed in writing by Us, no warranty of any kind (whether express or implied, statutory or otherwise) is provided by Us in connection with the Remedial Maintenance Services.
- 5.2 For the avoidance of doubt, We do not warrant or guarantee the ongoing performance, output, or availability of any System or associated equipment following completion of the Remedial Maintenance Services.
- 5.3 For the avoidance of doubt, no Remedial Maintenance Services or output produced by Us shall be construed as a warranty or guarantee of fitness for any particular purpose, satisfactory quality, completeness, accuracy, compliance with any particular standard or regulatory requirement, or achievement of any particular outcome or result. All such implied terms, conditions and warranties are excluded to the fullest extent permitted by law.

PART D – DESIGN & CONSULTANCY SERVICES

1. DESIGN WARRANTY

- 1.1 We warrant that the Design and Consultancy Services performed by Us will be carried out with reasonable skill and care in accordance with the standards of a reasonably competent designer experienced in the design of the relevant System and associated equipment.
- 1.2 Our duty of care in respect of design and consultancy is limited to the exercise of reasonable skill and care and does not extend to a fitness for purpose obligation or a guarantee of any particular outcome.
- 1.3 The warranty at clause 1.1, does not apply to any defect, error, or omission in the design arising from:
- (a) inaccurate, incomplete, or misleading information, data, drawings, or specifications provided by You or on Your behalf (including Other Contractors);
 - (b) changes to applicable laws, regulations, codes, or standards occurring after the date of delivery of the design;
 - (c) any alteration to the design carried out by You or a third party (including Other Contractors) without Our prior written approval;
 - (d) Your failure to follow Our recommendations or instructions;
 - (e) any use of the design for a purpose, site, or application other than that for which it was prepared; or
 - (f) any matters outside the agreed scope of the consultancy or design services as set out in the Proposal.

2. DESIGN DELIVERABLES

- 2.1 All design deliverables, reports, calculations, drawings, specifications, and other documentation produced by Us remain vested in EvoEnergy or its licensors (as applicable) unless expressly agreed otherwise in writing.
- 2.2 Upon payment in full of all sums due to Us, We shall grant You a non-exclusive, non-transferable licence to use the design deliverables solely for the operation, maintenance and repair of the System at the Site pursuant to this Contract. Where any design deliverable incorporates IP licensed to Us by a third party, You shall only acquire such rights as We are entitled to grant and shall comply with any applicable third-party licence terms notified to You in accordance with clause 12.3 of the Terms. You shall not amend, reproduce, or share such deliverables with any third party (including Other Contractors) without Our prior written consent.
- 2.3 We accept no liability for any use of the design deliverables by any person or for any purpose other than as expressly permitted under clause 2.2.

3. ENERGY PREDICTIONS AND PERFORMANCE ESTIMATES

- 3.1 Any energy yield predictions, performance estimates, savings calculations, or feasibility assessments provided by Us are indicative only and are based on assumptions, data sources, and methodologies current at the time of preparation.

- 3.2 We do not warrant or guarantee that any predicted energy yield, performance level, or financial saving will be achieved. Actual performance will vary due to factors including but not limited to weather, shading, degradation, grid availability, and system operation.
- 3.3 No claim shall lie against Us in respect of any shortfall between predicted and actual performance.

4. NOTIFICATION AND REMEDY

- 4.1 If You believe the design services do not conform with the warranty in clause 1.1, You must notify Us in writing within 10 Working Days of becoming aware of the defect and in any event within 12 months of delivery of the relevant design deliverable ("the Design Warranty Period").
- 4.2 Upon receipt of a valid notification under clause 4.1, We shall review the design at a mutually agreed date. If We confirm that the defect is due to a breach of the warranty in clause 1.1, We shall, at Our sole option, re-perform or correct the defective design services at no additional cost to You. This shall be Your sole and exclusive remedy in respect of any breach of the warranty in clause 1.1.
- 4.3 If upon review We determine that the defect is not a breach of the warranty in clause 1.1, You shall bear all costs reasonably incurred by Us in carrying out the review.

5. LIMITATIONS

- 5.1 We accept no liability for any design, advice, or recommendation provided by any third party, including any third party engaged by You, whether or not such third party was recommended by Us.
- 5.2 Where We rely upon third party data, surveys, reports, or information in preparing the design, We accept no liability for the accuracy or completeness of such third party material.
- 5.3 Our design is prepared solely for the Site and application described in the Proposal. Any application of the design to a different site, system, or purpose is prohibited and shall constitute a breach of this Contract and clause 12 of the Terms. For the avoidance of doubt, We accept no liability for any loss arising from any such unauthorised use.

6. GENERAL

- 6.1 Save as expressly set out in this Part or otherwise expressly agreed in writing by Us, no warranty of any kind (whether express or implied, statutory or otherwise) is provided by Us in connection with consultancy or design services.
- 6.2 For the avoidance of doubt, no design deliverable, report, calculation, drawing, specification or other output produced by Us shall be construed as a warranty or guarantee of fitness for any particular purpose, satisfactory quality, completeness, accuracy, compliance with any particular standard or regulatory requirement, or achievement of any particular outcome or result. All such implied terms, conditions and warranties are excluded to the fullest extent permitted