

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

These are the general Purchase Order terms and conditions (hereinafter “**Terms**”) for **RED ROCK POWER LIMITED**, a company incorporated and registered in Scotland with company registration number SC284836 whose registered office is at 5th Floor, 40 Princes Street, Edinburgh, EH2 2BY (hereinafter “**RRPL**”) which shall (unless otherwise agreed by RRPL and the Supplier (as hereinafter defined)) apply to the procurement of Goods and/or Services by RRPL. RRPL and the Supplier are each a “**Party**” and together the “**Parties**”.

1. DEFINITIONS

1.1 In construing these Terms, the following definitions shall have the following meanings, except where the context otherwise requires:

Commencement Date means the date specified on the Purchase Order or the date upon which the Services are commenced, whichever is earlier;

Fee means the fee payable for the Goods and/or Services as agreed between RRPL and the Supplier in the Purchase Order;

Goods means the goods provided by the Supplier as more particularly described in the Purchase Order;

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Purchase Order means the SAP generated purchase order document including any appendices thereto issued to the Supplier by RRPL;

Services means the services provided by the Supplier as more particularly described in the Purchase Order; and

Supplier means the contracting party providing the Goods and/or Services to RRPL.

1.2 Words importing the singular include the plural and vice versa where the context requires and words importing any gender shall include all other genders.

1.3 Reference to any clause, sub-clause or appendix are references to those in these Terms unless the contrary is expressed.

1.4 Reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision in force at the time the Goods are provided or the Services are performed.

1.5 Any phrase introduced by the words including, include, in particular or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding or following words.

2. APPOINTMENT AND TERM

2.1 These Terms shall govern the Purchase Order for the provision of Goods and/or Services between RRPL and the Supplier.

2.2 The agreement between RRPL and the Supplier shall be deemed to have commenced on the Commencement Date.

3. SUPPLIER’S GENERAL AND SPECIFIC OBLIGATIONS

3.1 The Supplier warrants and undertakes to RRPL in the provision of Goods and/or Services under or pursuant to these Terms, that it:

- 3.1.1 has exercised and shall continue to exercise all the reasonable skill, care and diligence to be expected of a properly qualified and competent supplier;
- 3.1.2 shall ensure that the Goods and/or Services will conform with all descriptions and specifications required by RRPL;
- 3.1.3 shall co-operate with RRPL in all matters relating to the Services and/or provision of the Goods, and comply with all reasonable instructions of RRPL;
- 3.1.4 shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled;
- 3.1.5 shall ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations under these Terms and adhere to all applicable laws;
- 3.1.6 shall provide all equipment, software, tools, vehicles and other items required to provide the Goods and/or Services (unless otherwise agreed in writing in advance with RRPL);
- 3.1.7 shall ensure that all goods and the materials, standards and techniques used in providing the services are free from defects in workmanship, installation and design and are of the quality described in the product description;
- 3.1.8 shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of RRPL’s premises; and
- 3.1.9 shall not do or omit to do anything which may cause RRPL to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

4. GOODS/SERVICES

4.1 The Goods and/or Services to be provided by the Supplier shall be as specified on the Purchase Order, and the Services shall include such further or other advice and assistance to RRPL within the field of the Supplier’s qualifications or competence as may be reasonably required in connection with the Services from time to time by RRPL.

5. TITLE

5.1 Title to all Goods shall pass to RRPL on the earlier of their delivery to RRPL or payment of the Fee in respect of them. The Supplier warrants that it has full, clear and unencumbered title to all such Goods, and that at the date of the transfer of title, it will have full and unrestricted rights to transfer all such items to RRPL.

6. INTELLECTUAL PROPERTY

- 6.1 RRPL acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property Rights in the Goods and/or Services.
- 6.2 The Supplier grants RRPL, or shall procure the direct grant to RRPL of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Supplier’s Intellectual Property Rights which are necessary for the purpose of receiving and using the services for any purpose in connection with RRPL’s business.
- 6.3 The Supplier confirms that it has all the rights in relation to the Goods and/or Services that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
- 6.4 The Supplier shall keep RRPL indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by RRPL as a result of or in connection with any claim brought against RRPL for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Goods and/or Services.

7. CONFIDENTIALITY

7.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the services, goods, business, affairs, customers, clients or consultants of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by Clause 7.2.

7.2 Each Party may disclose the other Party's confidential information:
7.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with these Terms; and
7.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No Party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms.

8. ASSIGNMENT AND SUB-CONTRACTING

8.1 The Supplier shall not assign the benefit of or in any way transfer or delegate its rights and obligations under these Terms or any part of them without the prior written consent of RRPL. RRPL shall be entitled to freely assign or transfer any of its rights and obligations under, and/or the benefit of, these Terms, whether in whole or in part and no further consent of the Supplier shall be required.

8.2 The Supplier shall not sub-contract the performance of any its obligations without RRPL's prior written consent. The Supplier shall be responsible for any Goods and/or Services it sub-contracts to a third party as if it had performed those services itself.

9. INSURANCE

9.1 The Supplier shall maintain all necessary insurance policies as may be required in relation to providing the Goods and/or Services to RRPL and as may be required by any applicable laws.

10. PAYMENT

10.1 In consideration for the provision of the Goods and/or Services, RRPL shall pay the Supplier the Fee in accordance with this Clause 10. The Fee shall be paid in pounds sterling, unless stated otherwise in the Purchase Order.

10.2 The Supplier shall invoice the Fee to RRPL and each invoice shall include the Purchase Order number and all reasonable supporting documentation and information required by RRPL. RRPL shall pay each invoice which is properly due and submitted to it by the Supplier within thirty (30) days of receipt of the end of the month in which the invoice has been received.

10.3 All amounts payable by RRPL are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under these Terms by the Supplier, RRPL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the provision of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

11. TERMINATION AND SUSPENSION

11.1 RRPL may at any time for any reason by written notice to the Supplier forthwith terminate the Supplier's engagement for the provision of Goods and/or Services under these Terms. Upon such a termination, RRPL shall only pay to the Supplier a sum calculated in accordance with the provisions of Clause 12.1.

11.2 Any termination of the Supplier's provision of the Goods and/or Services under these Terms shall not prejudice or affect the accrued rights or claims of either Party save as herein provided.

11.3 The Supplier shall not be entitled to any compensation from RRPL for any loss of profit, loss of contracts or any other losses and/or expenses (save as expressly stated herein) arising out of or in connection with any termination.

12. PAYMENT ON TERMINATION

12.1 Upon the Supplier's engagement being terminated in pursuance of Clause 11.1, RRPL shall only pay to the Supplier the sums specified in

12.1.1 and 12.1.2 below which are properly due to the Supplier less (i) any amount calculated in accordance with 12.1.3 and (ii) the amount of payment previously made to the Supplier under these Terms:

12.1.1 any instalments of the Fee which shall have accrued due prior to the date of such termination together with a fair and reasonable proportion of the next following instalment of the Fee, such proportion to be commensurate with the services performed by the Supplier up to the date of termination;

12.1.2 amounts properly due to the Supplier under any other clauses of these Terms;

12.1.3 any amount which RRPL is entitled to deduct or set-off from sums due to the Supplier whether under these Terms or otherwise.

12.2 Notwithstanding termination as aforesaid the provisions of this Clause 12.2 and Clauses 1, 3, 6, 9, 13, 14 and 15 shall remain in full force and effect in relation to the Goods and/or Services and obligations performed by RRPL to the Supplier and by the Supplier to RRPL as the case may be.

13. LIABILITY

13.1 Nothing in these Terms shall limit or exclude either Party's liability for death, personal injury, fraud or fraudulent misrepresentation, nor limit or exclude the Supplier's liability under Clause 6.4 of these Terms.

13.2 Save as set out in Clause 13.1, the Supplier's liability in respect of the Goods and/or Services, whether under these Terms, under any indemnity, in negligence or otherwise, shall be limited to loss or damage that is a direct and foreseeable result of the Supplier's negligence or default.

14. DATA PROTECTION

14.1 The Supplier shall comply with all applicable laws, statutes and regulations relating to data protection including the Data Protection Act 2018.

15. ANTI-BRIBERY

15.1 The Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010. The Supplier shall additionally comply with any of RRPL's anti-bribery or corruption policies and procedures as may be notified to the Supplier.

16. GOVERNING LAW AND JURISDICTION

16.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Scotland and the Parties agree to submit to the exclusive jurisdiction of the Scottish courts save for any enforcement proceedings which may be brought in any court of competent jurisdiction.

16.2 If any term, condition or provision of these Terms shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality and enforceability of the other provisions of these Terms.