



PURCHASE ORDER CONDITIONS APPLICABLE TO GOODS

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

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1. Definitions and Interpretations

In these Conditions:

“Contract” means the contract between Purchaser and Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order.

“Due Date” means the date(s) on which the Goods are to be delivered to Purchaser, as specified in the Purchase Order.

“Goods” means any such goods supplied to Purchaser by Supplier pursuant to or in connection with the Purchase Order.

“Party or Parties” means Purchaser or Supplier individually, or Purchaser and Supplier collectively.

“Price” means the price of the Goods as specified in the Purchase Order.

“Purchaser” means the Aurora Energy Services Limited company named in the Purchaser Order.

“Purchase Order” means the document setting out Purchaser’s requirements for the Contract

“Supplier” means the person, firm or company who is the supplier of the Goods named in the Purchase Order.

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

2. Terms

- a. Supplier shall sell, and Purchaser shall buy the Goods on the terms set out in this Contract.

3. Goods

- a. Supplier warrants and represents to Purchaser that the Goods shall:
 - i. conform with any particulars or specifications specified in the Purchase Order including any variations;
 - ii. conform with relevant laws and regulations, generally accepted industry practice, standards and industry codes;
 - iii. be of satisfactory quality and free from defects in materials and workmanship; and
 - iv. be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to Supplier by Purchaser.

4. Laws, Quality, Health, Safety and Environment

- a. Supplier shall give priority to safety and quality in the performance of the Purchase Order.
- b. Supplier shall comply with all relevant laws and regulations etc applicable to Supplier or the Goods in relation to (but not limited to) labour rights, fair working conditions, trade controls, sanctions, anti-bribery and corruption, anti-facilitation of tax evasion and privacy and data protection.
- c. Supplier shall comply with generally accepted industry practice, standards and industry codes relating to safety, health and environmental protection.
- d. Supplier shall comply with all reasonable instructions given by Purchaser or its representative during the performance of the Purchase Order.
- e. Supplier shall comply with Purchaser’s customer’s standards, if these are communicated by Purchaser to Supplier.

5. Delivery

- a. Supplier shall deliver the Goods to Purchaser at the place specified in the Purchase Order on the Due Date(s).
- b. Unless stated otherwise in the Purchase Order, Supplier shall deliver the Goods to or make the Goods available DAP (“Delivered at Place”) applied pursuant to “Incoterms 2020”.
- c. If Supplier is unable to deliver the Goods on the Due Date(s), Supplier shall notify Purchaser at the earliest possible opportunity.
- d. Supplier shall ensure that the Goods are properly packed, secured and labelled in accordance with accepted good industry practice and as specified in the Purchase Order.
- e. Supplier shall provide to Purchaser all drawings, certificates or other documentation as specified in the Purchase Order or as required by relevant laws and regulations, generally accepted industry practice, standards and industry codes.

6. Hazardous Materials

- a. Supplier shall ensure that the Goods shall comply with the requirements of all applicable laws and, to the extent that they contain toxic, corrosive or hazardous materials, Supplier shall ensure that a notice to that effect



accompanies each consignment, together with appropriate care and handling instructions.

- b. Goods supplied under this Contract, which are contaminated beyond use, at the time of delivery, shall be regenerated or disposed of by Supplier. The title and risk of the contaminated Goods will transfer to Supplier, at the time contamination is identified and notified to Supplier, who will bear all expenses for the said processes.

7. Inspection and Testing

- a. Supplier shall inspect the Goods and certify them to be in accordance with this Contract.
- b. Supplier will allow Purchaser to expedite, inspect and test the Goods during manufacture at Supplier's premises on reasonable prior notice. Any expediting, inspection, testing or any failure to do so shall in no way relieve Supplier of its obligations as specified in this Contract.

8. Title and Risk

- a. Title and risk in the Goods will pass from Supplier to Purchaser upon delivery in accordance with Purchase Order.
- b. All Goods must be free of liens, encumbrance, pledge or other form of retentions other than those for which Purchaser is responsible.

9. Rejection

- a. Should Purchaser find any of the Goods not to be in accordance with the Purchase Order Purchaser may, prior to effecting payment for the Goods, reject defective or deficient Goods. Title and risk in and to any rejected Goods shall re-vest in Supplier on return to Supplier.

10. Defects Correction

- a. The warranties provided by Supplier under this Contract shall apply to the Goods for a period of twenty-four (24) months from delivery of the Goods in accordance with the Purchase Order.
- b. Supplier shall repair or replace defective or deficient Goods to Purchaser's satisfaction at no cost to Purchaser. Repaired and or replaced Goods shall be subject to the foregoing warranty obligations for a further period of twelve (12) months.
- c. If Supplier fails to promptly repair or replace such non-conforming Goods, Purchaser is entitled, at Supplier's risk and expense, to repair or replace such non-conforming Goods itself or engage a third party to do so.
- d. Title and risk in and to any rejected Goods shall re-vest in Supplier on return to Supplier.

11. Invoicing and Payment

- a. The price Purchaser has agreed to pay for the Goods is set out in the Purchase Order.
- b. Value Added Tax (VAT), where applicable, shall be shown separately on Supplier's invoice. The price is deemed to be inclusive of all other taxes, duties and other charges as applicable.
- c. Supplier shall submit invoices to Purchaser in an acceptable format at or after the time of delivery of the Goods. Each invoice shall quote the Purchase Order number and be accompanied by such documentation as

Purchaser may reasonably require to verify correctness of items invoiced. Unless stated otherwise in the Purchase Order Purchaser shall effect payment to Supplier within thirty (30) days of receipt of a correctly presented invoice.

- d. Supplier shall submit invoices to Purchaser within sixty (60) days after delivery of the Goods.

12. Tax

- a. Supplier shall defend, indemnify and hold Purchaser harmless from any taxes on income, wages, salaries, profits or gains imposed by any governmental authority upon Supplier or Purchaser in respect of any payment made to or earned by Supplier hereunder.
- b. If required by the laws of any country having jurisdiction Purchaser shall have the right to withhold amounts at the withholding rates specified by such laws from the compensation payable for the Goods and any such amounts paid over by Purchaser to a governmental authority pursuant to such laws shall to the extent of such payment be credited against and deducted from amounts otherwise owing to Supplier hereunder.
- c. If requested, Supplier shall promptly provide Purchaser with any documents or information required for compliance with applicable customs laws, rules, and regulations.

13. Variations

- a. No variations to this Contract or the Purchase Order shall be effective unless evidenced in writing and signed by the parties to this Contract.

14. Assignment and Subcontracting

- a. This Contract shall neither be assigned by Supplier nor subcontracted in whole without Purchaser's prior written consent. Purchaser may assign this Contract to an affiliate upon written notice to Supplier.

15. Force Majeure

- a. Neither party shall be responsible for any failure to fulfil any term or condition of this Contract if and to the extent that fulfilment has been delayed or prevented by a force majeure occurrence, which has been notified in accordance with this Clause and which is beyond the control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

16. Intellectual Property

- a. Supplier shall save, indemnify, defend and hold harmless Purchaser from all claims, losses, damages, costs (including legal costs), expenses, and liabilities of every kind and nature for, or arising out of, any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the performance of the obligations of Supplier under this Contract except where such infringement necessarily arises from the Purchase Order specification and/or Purchaser's instructions.

17. Liability and Indemnity

- a. Supplier shall be responsible for and shall save, indemnify, defend and hold harmless Purchaser from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:



- i. loss of or damage to property of Supplier whether owned, hired, leased or otherwise provided by Supplier; and
 - ii. personal injury including death or disease to any personnel of Supplier; and
 - iii. Supplier's indirect or consequential loss arising from, relating to or in connection with the performance or non-performance of this Contract; and
 - iv. personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Supplier.
- b. Purchaser shall be responsible for and shall save, indemnify, defend and hold harmless Supplier from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of:
 - i. loss of or damage to property of Purchaser whether owned, leased or otherwise contracted to Purchaser; and
 - ii. personal injury including death or disease to any personnel of Purchaser; and
 - iii. Purchaser's indirect or consequential loss arising from, relating to or in connection with the performance or non-performance of this Contract; and
 - iv. personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of Purchaser.
- c. All exclusions and indemnities given under this clause (save for those under Clauses 17.a(iv) and 17.b(iv)) shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.

18. Insurance

- a. Purchaser and Supplier shall maintain levels of insurance sufficient to cover their respective liabilities and obligations under this Contract and at law.

19. Confidentiality

- a. The parties shall keep this Contract and any information, which either party learns about the other, in strict confidence and will not disclose the same to any third party without the prior written consent of the other party. Supplier shall make, nor permit any other person to make, any public announcement or disclosure in connection with this Contract unless approved and authorised in writing by Purchaser.

20. Termination

- a. Purchaser may at any time give written notice to Supplier to terminate the Purchase Order. Except in the event of termination for Supplier default or insolvency, Supplier shall be entitled to payment for the Goods provided in accordance with the Purchase Order together with such

other payments and fees as may be set out in the Purchase Order or, in the absence of such provisions, such reasonable costs as agreed between the parties at the time of termination.

21. Audit

- a. Purchaser or its duly authorised representative shall have the right, for a period of six (6) years from delivery of the Goods to audit, and take copies of, all of Supplier's records (including data stored on computers), books, personnel records, accounts, correspondence, memoranda, receipts, vouchers and other papers of every kind relating to the Goods.

22. Law

- a. This Contract shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.
- b. This Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to this Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

23. Anti-Facilitation of Tax Evasion

- a. Supplier shall not engage in any activity, practice, or conduct that would constitute either a:
 - i. UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - ii. foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- b. Supplier warrants that it:
 - i. has in place policies and procedures as are reasonable to prevent facilitation of tax evasion; and
 - ii. will comply with such policies and procedures in respect of the Contract; and
 - iii. will conduct regular training for its personnel, agents and other members of its group to ensure compliance with the Criminal Finances Act 2017.
- c. Purchaser shall have the right to audit compliance where it has obtained reasonable evidence that there has been a breach of this Clause 23.
- d. Supplier shall notify Purchaser immediately if Supplier becomes aware of any breach of this Clause 23 or has reason to believe that Supplier has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract.

24. Entire Agreement

- a. This Contract constitutes the entire agreement between the parties with respect to the Goods and supersedes all prior negotiations, representations or agreements related to this Contract, either written or oral.