

CERES POWER LIMITED

SHORT-FORM TERMS & CONDITIONS OF PURCHASE (GOODS AND/OR SERVICES)

1. Definitions

Affiliate: an entity that Controls, is controlled by, or is under common Control with another.

Applicable Law: all applicable laws and binding regulatory guidance in any relevant jurisdiction.

Business Day: a day (other than Saturday, Sunday or public holiday in England) when banks in London are open.

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

Code of Conduct: Ceres' Code of Conduct and Business Ethics [Ceres Power Code of Conduct and Business Ethics](#)

Confidential Information: any commercial, financial or technical information disclosed by or on behalf of a party in connection with the Contract which is identified as confidential or which a reasonable person would understand to be confidential, including information relating to the Deliverables, plans, know-how and trade secrets.

Contract: the legally binding agreement formed in accordance with clause 2.1, comprising the PO and these Purchase Terms.

Control: beneficial ownership of >50% of issued share capital or the legal power to direct management.

Data Protection Legislation: the UK General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018, the Data (Use and Access) Act 2025 and any other applicable laws relating to privacy or the processing of personal data, in each case as amended, replaced or supplemented from time to time.

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

Environmental Legislation: all Applicable Laws governing environmental matters.

Force Majeure: an event beyond a party's reasonable control which prevents or materially delays performance despite that party having taken reasonable steps to avoid and mitigate its effects, and Force Majeure does not include lack of funds or industrial action involving Supplier's or its subcontractors' workforce.

Goods: the goods, including any Deliverables, specified in the PO.

Incoterm: the Incoterms® 2020 rules published by the International Chamber of Commerce (and DDP (Incoterms 2020) means Delivered Duty Paid).

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

Modern Slavery Policy: Ceres' Modern Slavery and Human Trafficking Statement, as updated [Modern-Slavery-Statement](#)

PO/Purchase Order: an order issued by Ceres incorporating these Purchase Terms.

Purchase Terms: these Short-Form Terms & Conditions of Purchase (Goods and/or Services).

Premises: the delivery address notified by Ceres.

Price: the price stated in the PO.

Services: the services including any Deliverables set out in the PO.

Specification: the description or specification for the Goods and/or Services agreed in writing by Ceres and Supplier.

Supplier: the counterparty named in the PO.

Supplier Associated Persons: persons associated with Supplier (including subcontractors) involved in performance of the Contract.

Supplier Personnel: employees, officers, workers, agents and consultants of Supplier, its Affiliates and subcontractors engaged in performance of the Contract.

Sustainability Policy: Ceres' ESG & Sustainability Policy, as updated [Ceres Power ESG and Sustainability Policy](#)

VAT: value added tax in the UK or similar sales tax.

2. Basis of Contract

2.1 The PO is an offer by Ceres to purchase the Goods and/or Services on these Purchase Terms. The Contract is formed on the earlier of: (a) written acceptance by Supplier; or (b) carrying out any act consistent with fulfilment by Supplier.

2.2 These Purchase Terms apply to the Contract. No Supplier terms will apply. Any variation to the Contract must be agreed in accordance with clause 19.3.

3. Supply Standards

3.1 Supplier will provide the Goods and/or Services in accordance with the Contract and any forecasts provided by Ceres are non-binding.

3.2 Goods must meet the agreed Specification and the PO description, be of satisfactory quality, fit for purpose, and be properly labelled, packaged, stored, handled and delivered.

3.3 Services must be performed with due care, skill and diligence, in accordance with good industry practice, by qualified and sufficient personnel.

3.4 Supplier will comply with Ceres' instructions, health & safety and security rules at the Premises.

3.5 Ceres may inspect and test the Goods before delivery. Supplier remains responsible despite inspection and/or testing and will promptly take remedial action if Ceres reasonably considers that Goods are non-compliant with the Contract.

4. Delivery, Risk & Title; Time of the Essence

4.1 Supplier will pack and secure the Goods for safe transit; each delivery must include a delivery note quoting the PO number, description and quantity.

4.2 Delivery will not be by instalments without Ceres' prior written consent.

4.3 Time is of the essence for delivery and/or performance of the Contract.

4.4 Domestic deliveries: Supplier will deliver to the Premises on the PO date(s) (or as agreed) during business hours. Delivery occurs on completion of unloading. Transit and offloading are at Supplier's risk. Risk passes on delivery. Title passes on the earlier of delivery and payment, but transfer of title does not affect Supplier's responsibility for the Goods until delivery. International deliveries: unless the PO states otherwise, delivery is in accordance with DDP Incoterms. Supplier will obtain all licences needed for export, transport and import and provide documents as required by Ceres.

5. Cancellation for Convenience (Pre-Delivery/Performance)

Ceres may cancel all or part of a PO at any time before the relevant Goods have been delivered or Services performed. Ceres will pay Supplier for compliant Goods and Services supplied before cancellation and reasonable, unavoidable and evidenced third party costs. Ceres will have no liability for loss of profit, loss of opportunity or other consequential loss arising from cancellation.

6. Warranties

6.1 Supplier warrants that: (a) Ceres' receipt and use of the Goods and/or Services will not infringe third party IPR or confidentiality obligations; (b) it will perform and ensure Supplier Personnel perform the Contract with all reasonable skill and care; (c) it holds and will maintain required permits, consents and licences; and (d) for imports into the UK, it has obtained necessary licences.

6.2 Supplier warrants that the Goods and Services will continue to comply with clauses 3.2 and 3.3 for 12 months from delivery or completion.

6.3 Supplier will comply with the Code of Conduct.

6.4 Warranties survive inspection, acceptance and payment.

7. Ceres' Remedies

7.1 If Supplier fails to deliver or perform on time, or if any Goods or Services do not comply with the Contract, Ceres may exercise any one or more of the following remedies: (a) reject the affected Goods or Services; (b) require prompt repair, replacement or repeat performance; (c) obtain substitute goods or services and recover its reasonable additional costs; (d) require repayment of amounts paid for rejected or undelivered Goods or Services; and (e) cancel the affected PO or part of it.

7.2 These Purchase Terms apply to any replaced, repaired or reperformed Goods or Services.

7.3 The remedies set out in these Purchase Terms are in addition to Ceres' other rights or remedies at law.

8. Price, Invoicing & Payment

8.1 Price is fixed and as stated in the PO. Supplier will invoice Ceres for: (a) Goods, on or after delivery; (b) Services, on or after completion.

8.2 Ceres will pay valid, undisputed invoices within 30 days of receipt. VAT is payable on receipt of a valid VAT invoice. Prices include packaging, insurance and carriage (save where the applicable Incoterm provides otherwise). Any extra charges must be agreed

in writing by Ceres in advance. Payment does not constitute acceptance of the Goods or Services and does not affect Ceres' rights or remedies.

8.3 Ceres may set off any sums due from Supplier against sums payable by Ceres.

8.4 When Services are charged on a time and materials basis, Supplier will maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services and will allow Ceres to inspect such records at all reasonable times on request.

9. Intellectual Property

9.1 Unless otherwise agreed in writing between the parties, all IPR created specifically for Ceres under the Contract will belong to Ceres. Supplier assigns to Ceres such IPR and all other rights in the products of the Services, with full title guarantee and free from third party rights.

9.2 Supplier will, promptly at Ceres' reasonable request and cost, sign documents and take other reasonable steps (or procure such things to be done) to give effect to clause 9.1.

9.3 Supplier waives (or will procure the waiver of) any moral rights which Supplier is now or may in the future be entitled to under the Copyright, Designs and Patents Act 1988 (or any similar provisions of law in any jurisdiction).

9.4 Supplier grants Ceres a perpetual, worldwide, royalty-free, non-exclusive and sublicensable licence to use Supplier's pre-existing IPR to the extent necessary for Ceres and its Affiliates to use, modify, maintain and exploit the Deliverables.

9.5 Ceres grants Supplier a non-exclusive, non-transferable, royalty-free licence, for the term of the Contract, to use and copy materials and background IPR provided by Ceres solely to the extent necessary to perform the Services.

10. Environment & Sustainability

10.1 Each party aims to minimise negative impact on climate change and biodiversity, and reduce greenhouse gas emissions. Each party will: (a) comply with Environmental Legislation; (b) comply with the Sustainability Policy to the extent relevant to its performance of the Contract; and (c) use reasonable endeavours to minimise adverse environmental impact of its performance of the Contract.

10.2 A material breach of clause 10.1 which is not remedied within 30 days after written notice will be a material breach of the Contract.

11. Data Protection

Each party will comply with Data Protection Legislation and not knowingly or negligently cause the other party to breach it. Where Supplier processes personal data on behalf of Ceres, the parties will enter into any additional data processing terms required by Data Protection Legislation.

12. Regulatory Compliance

12.1 Each party will comply with all applicable laws, including the Bribery Act 2010, the Modern Slavery Act 2015, the Criminal Finances Act 2017 and, where applicable, the Economic Crime and Corporate Transparency Act 2023.

12.2 Supplier: (a) will comply with applicable modern slavery and human trafficking laws and with the Modern Slavery Policy to the extent relevant to the Contract; and (b) warrants that, so far as it is aware after reasonable enquiry, neither it nor any Supplier Personnel involved in performing the Contract is engaged in conduct that would constitute an offence under the Modern Slavery Act 2015 in connection with the Contract, or is subject to any investigation relating to such conduct.

12.3 Supplier will maintain reasonable procedures designed to prevent bribery, fraud and the criminal facilitation of tax evasion. Supplier will ensure that neither it nor any Supplier Associated Person commits, causes, facilitates or contributes to any offence under the Bribery Act 2010, the Criminal Finances Act 2017 or the Economic Crime and Corporate Transparency Act 2023 in connection with the Contract.

12.4 Supplier will notify Ceres promptly on becoming aware of any actual or suspected breach of this clause 12. Any breach of this clause 12 by Supplier shall constitute a material breach entitling Ceres to terminate the Contract immediately on written notice.

13. Insurance, Liability & Indemnities

13.1 Supplier will maintain with reputable insurers insurance appropriate to its obligations and liabilities under the Contract and will provide evidence of cover on request.

13.2 Despite the remainder of this clause 13, nothing limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of confidentiality, or any liability that cannot be limited or excluded by law.

13.3 Subject to clause 13.2, Ceres' total aggregate liability under the Contract will not exceed the Price.

13.4 Except as expressly provided otherwise in these Purchase Terms, neither party is liable for loss of profit, revenue, business or use, or any indirect or consequential loss.

13.5 Supplier will indemnify Ceres against losses, liabilities, damages, costs and expenses, including reasonable legal costs, arising from any third party claim against Ceres resulting from: (a) actual or alleged infringement of third party IPR by Ceres' receipt or use of the Goods or Services; (b) death, personal injury or damage to tangible property caused by defective Goods or Supplier's negligent performance of the Contract; or (c) Supplier's breach of clause 12, including any resulting third party claim, investigation or regulatory action.

14. Termination

14.1 Ceres may terminate the Contract immediately by written notice if: (a) Supplier commits a material irremediable breach, or a remediable breach that is not remedied by Supplier as soon as reasonably possible and in any event within 14 days of written notice; or (b) Supplier is insolvent, unable to pay debts, ceases or threatens to cease business, enters liquidation or any analogous event.

14.2 Ceres may also terminate all or part of the Contract for convenience on 30 days' written notice. Clause 5 will apply to the financial consequences of termination.

14.3 Rights and remedies accrued at termination and/or expiry will survive and any clauses which by their nature ought to survive will do so.

15. Force Majeure

15.1 A party affected by Force Majeure will not be liable to the extent it is prevented or delayed from performing, provided it promptly notifies the other, uses reasonable endeavours to minimise effects, and keeps the other party informed.

15.2 If performance of a material obligation is prevented or delayed for more than 20 Business Days, the other party may terminate by written notice.

16. Confidentiality

Each party will keep the other party's Confidential Information confidential and use it only for the Contract. It may disclose that information only to personnel, professional advisers and approved subcontractors who need to know it and are bound by equivalent confidentiality obligations, or where disclosure is required by law. Supplier will not make any public announcement about the Contract, use Ceres' name or branding, or identify Ceres as a customer without Ceres' prior written consent.

17. Ceres Property

All materials, equipment, drawings, Specifications and data supplied by Ceres, or paid for by and acquired specifically for Ceres under the Contract, remain or become Ceres' property. They will be held at Supplier's risk, kept in good condition, used only as authorised and returned on demand.

18. Notices

Notices must be in English, in writing and sent to the relevant postal or email address stated in the Contract. Delivery occurs: (a) by hand, on signature; (b) by signed-for post, at 9.00am on the second Business Day (UK) or fourth Business Day (outside UK) after posting; or (c) by email, at the time of transmission, provided that no delivery failure message is received, or, if sent outside business hours at the place of receipt, at 9.00am on the next Business Day. This clause does not apply to legal proceedings.

19. General

19.1 Rights and remedies are cumulative and not exclusive of those provided by law.

19.2 The Contract constitutes the entire agreement and supersedes prior arrangements in relation to its subject matter.

19.3 No variation is effective unless in writing and signed by both parties.

19.4 Supplier may not assign, subcontract or encumber any right or obligation without Ceres' prior written consent.

19.5 No partnership, agency, joint venture or fiduciary relationship arises under the Contract.

19.6 Supplier acknowledges that breach may cause irreparable harm and that Ceres may seek specific performance, injunction or other equitable relief.

19.7 If any provision of the Purchase Terms is invalid, the remainder remains in force.

19.8 No failure or delay by Ceres to exercise any right or remedy is a waiver of it.

19.9 Supplier will comply with Applicable Law in performing the Contract.

19.10 If there is any conflict between the PO and these Purchase Terms, these Purchase Terms will prevail unless the PO expressly identifies the relevant provision and states that it is intended to vary these Purchase Terms.

19.11 A person who is not a party to the Contract will not have any rights to enforce its terms.

19.12 The Contract (and any non-contractual obligations) is governed by English law and the courts of England and Wales have exclusive jurisdiction.