

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

OF

CORYTON ADVANCED FUELS LTD

**THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR
TO CLAUSES 7.3, 7.4 and 12.**

1 DEFINITIONS

1.1 In this document the following words shall have the following meanings:

"Agreement" means these Terms and Conditions together with the terms and conditions of any applicable Specification Document;

"Customer" means the organisation or person who purchases Goods and Services from the Supplier;

"Data Protection Legislation": the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

"Deliverables": the deliverables to be supplied by the Supplier to the Customer as set out in the Specification Document (if any);

"Goods": the goods (or any part of them) to be supplied by the Supplier to the Customer as set out in the Specification Document;

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Order" means the Customer's order for the supply of Goods and Services, as set out in the Customer's purchase order form;

"Services" the services, including any Deliverables, to be supplied by the Supplier to the Customer as set out in the Specification Document;

"Specification Document" means a statement of work or other similar document describing the Goods and Services to be provided by the Supplier, but not including for the avoidance of doubt any Customer's purchase order form;

"Supplier" means Coryton Advanced Fuels Ltd, The Manorway, Stanford-le-Hope, Essex SS17 9LN, United Kingdom;

"UK Data Protection Legislation": all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 Interpretation:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to writing or written includes fax and email.

2 GENERAL

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms and Conditions and the applicable Specification Document.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Agreement shall come into existence. The parties agree that a Customer's purchase order form shall not form part of the Agreement.
- 2.3 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of [20] Business Days from its date of issue.
- 2.4 These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by the Supplier to the Customer, to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Before the commencement of the Services the Supplier shall submit to the Customer a Specification Document which shall specify the Goods and Services to be supplied and the price payable for the Goods and Services. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions. In the event of any contradiction or inconsistency between any clause of these Terms and Conditions and any terms and conditions contained in a Specification Document, the terms and conditions in the Specification Document shall apply.
- 2.6 The Supplier shall use all reasonable endeavours to complete the Services within estimated time frames but time shall not be of the essence for the performance of any Services.

3 PRICE AND PAYMENT

- 3.1 The price for the supply of Goods and Services are as set out in the Specification Document. The Supplier shall invoice the Customer on completion of the supply unless otherwise indicated in the Specification Document.
- 3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice in full and in cleared funds to a bank account nominated in writing by the Supplier and time for payment shall be of the essence. The Supplier shall be entitled (without prejudice to any other right or remedy the Supplier may have) to charge interest on overdue invoices from the date when payment is due until the date of payment of the overdue invoice, whether before or after judgment, at a rate of 5% per annum above the base rate of the Bank of England from time to time. In the event that the Customer's

procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the Goods and Services are supplied.

- 3.3 All amounts payable by the Customer under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the Customer, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of any Services and Goods by the Supplier at the same time as payment is due for the supply of the Goods and Services.
- 3.4 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4 SPECIFICATION OF THE GOODS

All Goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the Agreement.

5 DELIVERY

- 5.1 The Supplier will use its reasonable endeavours to comply with any date or dates for despatch or delivery of the Goods as stated in the Agreement but unless the Specification Document expressly otherwise provides, time shall not be of the essence for delivery or dispatch and such date or dates shall constitute only statements of expectation and shall not be binding.
- 5.2 If not withstanding that the Supplier has used its reasonable endeavours it fails to despatch or deliver the Goods by such date or dates, such failure shall not constitute or be deemed a breach of the Agreement and the Customer shall not be entitled to treat the Agreement as thereby repudiated or to rescind it or any related contract in whole or in part or to claim compensation for any such failure.
- 5.3 The Supplier reserves the right to make partial deliveries. Goods in each delivery or part delivery shall be considered sold under a separate contract, which may be invoiced separately. Neither any non-delivery, nor shortages in delivery nor any claim by the Customer in respect of any delivery or part delivery shall entitle the Customer to reject any other Goods.
- 5.4 Delivery shall be completed on the completion of unloading of the Goods at the Customer's chosen delivery location (as stated in the Specification Document).
- 5.5 All risk in the Goods shall pass to the Customer upon delivery.

6 TITLE

- 6.1 Title in any Goods supplied by the Supplier to the Customer shall not pass to the Customer until the earlier of:
- 6.1.1 the Supplier has been paid in full for the Goods (in cash or cleared funds) and any other goods the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums;

- 6.1.2 the Customer resells the Goods, in which case title to any Goods shall pass to the Customer at the time specified in clause 6.2.
- 6.2 Subject to clause 6.3, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 6.2.1 it does so as principal and not as the Supplier's agent; and
 - 6.2.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.5 (inclusive), then, without limiting any other right or remedy the Supplier may have:
 - 6.3.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 6.3.2 the Supplier may at any time:
 - 6.3.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.3.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7 CUSTOMER'S OBLIGATIONS

- 7.1 To enable the Supplier to perform its obligations under the Agreement the Customer shall:
 - 7.1.1 co-operate with the Supplier in all matters relating to the Goods and Services;
 - 7.1.2 provide the Supplier with any information reasonably required by the Supplier;
 - 7.1.3 obtain all necessary licenses, permissions and consents which may be required in order to supply any Services, before the commencement of the Services;
 - 7.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties;
 - 7.1.5 comply with all applicable laws, including health and safety laws;
 - 7.1.6 provide the Supplier with and/or any carrier of the Goods with, access to the delivery location that is stated in the Specification Document and any other facilities as reasonably required by the Supplier.
- 7.2 For the avoidance of doubt and without any prejudice to any other rights or remedies to which the Supplier may be entitled, the Customer shall be liable to compensate the Supplier for any expenses, costs and charges incurred by the Supplier as a result of the Customer's failure to comply with clause 7.1.
- 7.3 Without prejudice to any other rights or remedies to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Goods and Services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services

contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case and reflects the Supplier's protection of its legitimate interest in avoiding the incurrence of production costs and third party costs relating to the Goods that it would not be able to recover after a cancellation of the Agreement by the Customer contrary to the terms and conditions of the Agreement. In addition, the Supplier may not be able to find a market for the Goods after cancellation as the Goods may be of a bespoke nature. For the avoidance of doubt, the Customer's failure to comply with any obligations under clause 7.1 shall be deemed to be a cancellation of the Goods and Services and subject to the payment of the damages set out in this clause.

- 7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit to do or does anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under the Agreement, then the Supplier shall notify the Customer as soon as possible and:
- 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
- 7.4.2 if applicable, the timetable for the project will be modified accordingly;
- 7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

8 ALTERATIONS TO THE SPECIFICATION DOCUMENT

- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of Goods and Services to be provided under the Agreement shall be set out in the Specification Document, which shall reflect the changed Goods and Services and price and any other terms and conditions agreed between the parties.
- 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform the Agreement upon the basis of such amended terms.
- 8.5 Notwithstanding any other clause of these Terms and Conditions, the Supplier shall have the right to amend the Specification Document if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

9 WARRANTY

- 9.1 The Supplier warrants that at the time of delivery the Goods, the Goods comply with the specification set out in the Specification Document.

- 9.2 As the Supplier has no control over the storage of Goods after delivery or over the method of application or use of Goods, any condition or warranty (except those set out in the Agreement or otherwise expressly agreed in writing with the Customer) provided by law or otherwise in relation to the quality, appearance, aroma and constitution of the Goods or their fitness for any purpose is hereby excluded to the fullest extent permitted by law.
- 9.2 The Supplier warrants that the Services performed pursuant to the Agreement shall be performed using reasonable care and skill, and of a quality conforming to generally accepted industry standards and practices.
- 9.3 For the avoidance of doubt, except for the warranties expressly stated in the Agreement, all warranties whether express or implied by operation of law or otherwise, are hereby excluded to the fullest extent permissible by law in relation to the Goods and Services to be provided by the Supplier.

10 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under the Agreement, including any claims brought against the Supplier alleging that any Goods and/or Services provided by the Supplier in accordance with the Specification Document infringes any Intellectual Property Rights of a third party.

11 AVIATION FUELS

Products are supplied to the Customer on the explicit understanding that they will not be used for commercial passenger or cargo flights. The Supplier provides the Goods on the understanding that the Customer will use this for flight systems development which may be either ground or air based. The Supplier provides no warranty whatsoever as to the fitness for purpose of the Goods in such a non-commercial testing application, or with prototype or development or non-commercial systems. By accepting the Goods, the Customer acknowledges unreservedly that it will indemnify and hold harmless the Supplier against any and all claims, actions, losses, expenses, judgments, fines or settlements associated with the use or testing of the product, and the Customer also confirms that the Goods will not be used for commercial passenger or cargo flight.

12 LIMITATION OF LIABILITY

- 12.1 Nothing in the Agreement limits or excludes liability in respect of death or personal injury due to negligence, fraud or fraudulent misrepresentation and breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2 Subject to clause 12.1, the entire liability of the Supplier to the Customer in respect of any claim whatsoever under the Agreement, including a breach of the Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer for the Goods and Services under the Agreement.
- 12.3 Subject to clause 12.1, in no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

12.4 For the avoidance of doubt, nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

12.5 This clause 12 shall survive termination of the Agreement.

13 TERMINATION

13.1 Either party may terminate the Agreement forthwith by notice in writing to the other if:

13.1.1 the other party commits a material breach of the Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

13.1.2 the other party commits a material breach of the Agreement which cannot be remedied under any circumstances;

13.1.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

13.1.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.1.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

13.2 On termination of the Agreement:

13.2.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

13.2.2 the Customer shall return all of the Supplier's property and any Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

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

13.4 Any provision of the Agreement that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

14 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of the Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

15 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment, materials or Services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

16 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the Services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under the Agreement or any applicable Specification Document. For the avoidance of doubt, nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute either party the agent of the other.

17 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under the Agreement without the prior written consent of the Supplier.

18 SEVERABILITY

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Agreement.

20 Data Protection

20.1 The Supplier's Data Sharing Agreement, which can be found here: [\[LINK TO WEB PAGE\]](#), shall be deemed incorporated into the Agreement.

20.2 The Supplier refers the Customer to its Privacy Policy, which provides details (amongst other things) on how the Supplier will process personal data. It can be found here: <https://www.corytonfuels.co.uk/privacy-policy/>.

21 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

22 ENTIRE AGREEMENT

The Agreement and the Supplier's Data Sharing Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in the Agreement, the Agreement may be varied only by a document signed by both parties.

23 NO THIRD PARTIES

Nothing in the Agreement is intended to, nor shall it confer any rights on a third party.

24 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.