

ALPHA HOUSE

Terms and Conditions for Supply of Goods

1. Definitions

AHL: Alpha House Limited, a company registered in England (company number 08882948), with its registered office at 3rd Floor, 33 Lowndes Street, Belgravia, London, SW1X 9HX.

Buyer: the legal person or organisation who buys or agrees to buy the Goods from AHL, as set out in the Order.

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by AHL.

Confidential Information: all confidential or sensitive information or data in respect of the products, goods, services, pricing, developments, trade secrets, customers and suppliers of either party and/or any other information (whether commercial, financial, technical or otherwise) which is identified as confidential or proprietary information at the time of disclosure or is otherwise reasonably known to be confidential or proprietary given the nature of the information disclosed. For the avoidance of any doubt, the parties acknowledge and agree that the pricing and any quotations provided to the Buyer are deemed Confidential Information of AHL.

Contract: the binding agreement for supply and purchase of the Goods between AHL and Buyer, in accordance with the Order and the Conditions.

Force Majeure Event: an event beyond the reasonable control of AHL including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of AHL or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic, pandemic, or similar events, or default of suppliers or subcontractors.

Goods: battery or batteries or any item that the Buyer agrees to buy from AHL as set out in the Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Buyer's order for the purchase of Goods, as confirmed in the Order Confirmation.

Order Confirmation: AHL's electronic confirmation of the Buyer's purchase order or approval of AHL's quotation.

Price: the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.

Product Data Sheet: in respect of the Goods, the applicable manufacturing partner's product data sheet.

2. Contract

2.1. Confirmation by the Buyer of an AHL quotation or placing a purchase order for the delivery of the Goods will be deemed to be conclusive and irrevocable evidence of the Buyer's acceptance of these Conditions.

2.2. The Contract between AHL and the Buyer for the supply of Goods is formed upon Order Confirmation.

2.3. The Contract and the Conditions apply to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of quotation or any other document. Catalogues, price lists, advertisements and other published information are only indications of the type of Goods available and will not form part of the Contract nor be considered a collateral warranty or a representation by AHL.

3. Goods

3.1. The Goods are described in the Order. Orders are non-cancellable, except in the case of manifest error.

3.2. The Goods are intended for business use or use in connection with an individual's trade, craft, or profession only. Individual intending to use the Goods otherwise may not purchase the Goods.

3.3. AHL reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

3.4. The Buyer shall under no circumstances remove the data stamp sticker, or any other stickers or badges placed on the Goods by AHL or by AHL's manufacturing partners.

3.5. The Goods are strictly for use by the Buyer and no onward resale or distribution of the Goods is permitted, unless authorised in writing by AHL.

4. Price and payment

4.1. The Price will be the price set out in the Order.

4.2. Payment for the Goods is due within 30 days of the date of AHL's invoice unless alternative payment terms have been agreed in writing between AHL and the Buyer and indicated in the relevant invoice.

4.3. The Price is exclusive of:

4.3.1. value added tax, which shall be paid by Buyer at the prevailing rate, subject to the receipt of a valid VAT invoice.

4.3.2. the costs of any carriage, packaging and insurance of the Goods, which shall be invoiced to the Buyer in

addition to the Price.

- 4.4. Interest on overdue invoices will accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 2% per month, after as well as before any judgment.
- 4.5. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted by AHL. Unless otherwise set out in these Conditions, payment for the Goods is non-refundable.

5. Delivery of Goods

- 5.1. Unless the Buyer elects to collect the Goods from AHL's premises, AHL shall arrange for delivery of the Goods to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods on the day notified by AHL for delivery.
- 5.2. AHL undertakes to use its reasonable endeavours to dispatch the Goods on an agreed delivery date but does not guarantee to do so. The date and time of delivery will not be of the essence in this Contract. AHL shall not be liable to the Buyer for any loss or damage, whether arising directly or indirectly, from the late delivery or short delivery of the Goods.
- 5.3. If the Buyer fails to collect or take delivery of the Goods (as applicable) on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for collection or despatch, AHL shall be entitled to store and insure the Goods and to charge the Buyer the reasonable costs of so doing.

6. Acceptance of the Goods

- 6.1. The Buyer is responsible for ensuring that the Goods are complete on delivery or collection.
- 6.2. Without prejudice to its rights under clause 9, the Buyer will be deemed to have accepted the Goods at the time and place of delivery to, or collection by, the Buyer.

7. Title and risk

- 7.1. Risk will pass on collection of the Goods by the Buyer or delivery of the Goods to the Buyer's address.
- 7.2. Notwithstanding the earlier passing of risk, title in the Goods shall remain with AHL and will not pass to the Buyer until the amount due under the invoice for such Goods (including any interest, costs and VAT) has been paid in full.
- 7.3. All Goods will remain the property of AHL until title has passed. Until title passes, the Buyer shall hold the Goods for AHL and shall store all Goods separately from other goods held by the Buyer, in accordance with the manufacturing partner's guidelines and standards, maintain the Goods in satisfactory condition, and keep them insured against all risks for their full Price.
- 7.4. AHL may at any time in respect of Goods in which title has not passed, without any liability to the Buyer:
 - 7.4.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 7.4.2. for that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.
- 7.5. AHL may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

8. Carriage of Goods

Carriage charges will be applied on the supply of all Goods, as detailed in the Order.

9. Warranty

- 9.1. Each party represents and warrants to the other party that it has the requisite power and authority to enter into the Contract and to perform its obligations under it.
- 9.2. Goods may be covered by a limited warranty. For full details on any applicable warranty, please refer to the current AHL House Battery Warranty Terms and Conditions at Schedule A to these Conditions ("**Warranty Terms**").
- 9.3. Except as expressly set forth in the Warranty Terms, the Goods are provided 'as is', and AHL expressly disclaims any and all warranties and conditions of any kind to the maximum extent permitted by law, whether express, implied or statutory. The Buyer acknowledges that AHL accepts no liability or obligation that the Goods will meet the Buyer's individual needs or purpose, whether or not such needs/purpose have been communicated to AHL, or that the Goods will be compatible with any hardware or equipment except to the extent expressly referred to as compatible in the Product Data Sheet.

10. Product Recall

- 10.1. If either party is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Goods from the market ("**Recall Notice**"), such party shall immediately notify the other party in writing enclosing a copy of the Recall Notice.
- 10.2. Unless required by law, the Buyer may not undertake any recall or withdrawal without the written permission of AHL and only then in strict compliance with AHL instructions as to the process of implementing the withdrawal.
- 10.3. The Buyer shall provide all reasonable assistance to AHL in respect of a Recall Notice and the process of implementing the withdrawal.

11. Intellectual Property Rights

- 11.1. All Intellectual Property Rights in or arising out of or in connection with the Goods, or any materials provided to the Buyer by AHL with the Goods, will be owned by AHL or its licensors.
- 11.2. The Buyer acknowledges that, in respect of any third-party Intellectual Property Rights in the Goods, the Buyer's use of any such Intellectual Property Rights is conditional on AHL obtaining a written license from the relevant licensor on such terms as will entitle AHL to license such rights to the Buyer.

12. Termination

- 12.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving

written notice to the other party if:

- 12.1.1. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 12.1.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, is the subject of a bankruptcy petition or order, or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 12.1.3. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 12.1.4. the Buyer's financial position deteriorates to such an extent that in AHL's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 12.1.5. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
 - 12.2. Without limiting its other rights or remedies, AHL may terminate the Contract (and any other Contracts in existence between AHL and the Buyer) with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under this Contract on the due date for payment.
 - 12.3. Without limiting its other rights or remedies, AHL may suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and AHL if the Buyer fails to pay any amount due under this Contract on the due date for payment, the Buyer becomes subject to any of the events listed in clause 12.1.2, or AHL reasonably believes that the Buyer is about to become subject to any of them.
 - 12.4. On termination of the Contract for any reason:
 - 12.4.1. the Buyer shall immediately pay to AHL all of AHL's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has yet been submitted, AHL shall submit an invoice, which will be payable by the Buyer immediately on receipt;
 - 12.4.2. The Buyer shall return all Goods, which have not been fully paid for. If the Buyer fails to do so, then AHL may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;
 - 12.4.3. the accrued rights and remedies of the parties as at termination will not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 12.4.4. Clauses, which expressly or by implication have effect after termination will continue in full force and effect.
- 13. Force Majeure**
 - 13.1. AHL shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
 - 13.2. If the Force Majeure Event prevents AHL from providing any of the Goods for more than 12 weeks, AHL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Buyer.
- 14. Confidentiality**
 - 14.1. Each party undertakes that it shall:
 - 14.1.1. take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Confidential Information of the other party except as permitted in this Contract;
 - 14.1.2. notify the other party in writing of any actual or suspected misuse, misappropriation or unauthorised disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention;
 - 14.1.3. not at any time disclose to any person any Confidential Information of the other party except:
 - a. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under an Order and then in each case shall ensure any such person to whom it discloses the other party's Confidential Information complies with this clause; and
 - b. as may be required by law, court order or any governmental or regulatory authority.
 - 14.2. Notwithstanding the foregoing, the receiving party shall have no liability to the disclosing party with regard to any Confidential Information which the receiving party can prove:
 - 14.2.1. is already public at the time it was disclosed through no fault of the receiving party;
 - 14.2.2. was known to the receiving party, without restriction, at the time of disclosure;
 - 14.2.3. is disclosed with the prior written approval of the disclosing party;
 - 14.2.4. was independently developed by the receiving party without any use of the Confidential Information of the other party;
 - 14.2.5. becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of these Terms by the receiving party and otherwise not in violation of the disclosing party's rights; or
 - 14.2.6. is disclosed pursuant to an order of a court or other governmental or regulatory body, provided that the receiving party shall, to the extent permitted by law, provide the disclosing party with prompt notice of such court

order to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

15. Limitation of Liability.

15.1. Nothing in this Contract will limit or exclude AHL's liability for:

15.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

15.1.2. fraud or fraudulent misrepresentation; or

15.1.3. any matter in respect of which it would be unlawful for AHL to exclude or restrict liability.

15.2. Subject to clause 15.1:

15.2.1. AHL shall not be liable to the Buyer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, revenue or time, or any indirect or consequential loss arising under or in connection with the Contract; and

15.2.2. AHL's total liability to the Buyer for:

a. damage to property caused by negligence, will not exceed £1,500,000 (GBP one million five hundred thousand); and

b. all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, will not exceed the greater of (i) £300,000 (GBP three hundred thousand) or (ii) 100% per cent of the total sums paid and/or payable by the Buyer for Goods under the relevant Contract.

16. General

16.1. No representation. Each party agrees that it has not relied on any representations (whether written or oral) of any kind or of any person other than those expressly set out in the Contract or if it did rely on any representations, (whether written or oral), not expressly set out in this Contract, that such party shall have no remedy in respect of such representations.

16.2. Notices

16.2.1. Any notice or other communication given to a party under or in connection with this Contract will be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and will be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier.

16.2.2. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

16.3. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and will not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law will constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

16.4. Severability. If any provision or part of a provision in this Contract is held to be illegal, invalid, or unenforceable by a court or other decision-making authority or competent jurisdiction, then the remainder of the provision will be enforced so as to give effect to the intention of the parties, and the validity and enforceability of all other provisions in the Contract will not be affected or impaired

16.5. No partnership or agency. Nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party will have authority to act as agent for, or to bind, the other party in any way.

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

16.7. Entire Agreement. This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between the parties, whether written or oral.

16.8. Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions will be effective unless it is agreed in writing and signed by both parties.

16.9. Governing law. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) (a "**Dispute**") will be governed by and construed in accordance with the law of England and Wales. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Contract.

16.10. Jurisdiction. Each party irrevocably agrees that the courts of England will have exclusive jurisdiction to settle any Dispute.

Schedule A – AHL Battery Warranty Terms and Conditions

1. Terms of Limited Warranty

1.1. Limited Warranty Statement

1.1.1. AHL warrants that the battery products supplied as part of the Goods (each a “**product**”) will:

- a. conform in all material respects with their description in the Product Data Sheet; and
- b. be free from any material defects in design, material and workmanship for a limited warranty period, as set out below (“**Warranty Period**”), dependant on product capacity and application. This limited warranty only covers material defects that cause the product not to meet the applicable product performance criteria as defined in the Product Data Sheet.

1.1.2. The Warranty Period is calculated from the date on the date stamp sticker on the top of each product. If the original data stamp sticker is removed or damaged the warranty is void.

1.1.3. This limited warranty is non-transferable and the warranty returns procedure as set out below must be adhered to in full in order to process a warranty claim and/or receive a credit/replacement for the applicable product.

1.1.4. No labour or transportation costs are covered, included or provided by AHL as part of any claim made under warranty.

1.2. Warranty by Capacity

0.1ah – 28ah 1 year RTB (return to base)

More than 28ah – 250ah 2 year RTB (return to base)

Warranty periods for all other capacities are subject to written confirmation from AHL.

1.3. Warranty by application

Standby float voltage applications 2 year RTB (return to base)

Cyclic applications 1 year RTB (return to base)

Warranty periods for all other applications are subject to written confirmation from AHL.

1.4. Where different Warranty Periods apply to a product, the shorter time period of the two listed categories will be applied.

1.5. Warranty Limitations

1.5.1. The provisions of this limited warranty will not apply to product defects or failure due to/if:

- a. abuse, neglect, or improper use or storage of the product;
- b. installation or use of a product outside of AHL’s or its manufacturing partner’s stated operating and storage parameters and recommendations (which will be made available to the Buyer on written request);
- c. loose wiring, or rusted or corroded hardware;
- d. in respect of a product and connected hardware, lack of proper maintenance; damage caused by improper installation; breakage; freezing, overheating; fire; explosion; wreckage; or the addition of any chemical.
- e. overcharging, undercharging or leaving a product discharged for long periods of time;
- f. the Buyer makes any further use of the product after giving notice of defects; or
- g. the Buyer alters or repairs the product.

1.5.2. The products are intended to be used by persons with training and experience of handling batteries. Any other persons using or installing the product will result in this limited warranty and, to the maximum extent permitted by law, all implied warranties being null and void.

2. Returns Process

2.1. Faulty Product

2.1.1. On identifying a potentially faulty product within the Warranty Period, the Buyer should undertake all necessary tests to confirm and prove that the suspected faulty product fails to meet an applicable warranty, and that none of the warranty limitations in section 1.5 applies (a “**Suspected Faulty Product**”).

2.1.2. Customer must inform AHL in writing of any Suspected Failed Product by requesting an AHL product warranty application form (“**Product Warranty Form**”), within the Warranty Period and within twenty-eight (28) calendar days of the Buyer suspecting there is an issue, otherwise the warranty will be null and void. In order to identifying whether the Suspected Faulty Product is within Warranty Period the date of AHL receiving the request for a Product Warranty Form will be defined as the date of the product failure.

2.1.3. AHL will send the Buyer the Product Warranty Form and a Return of Goods Application (“**RGA**”).

2.1.4. The Buyer shall complete and return to AHL the Product Warranty Form and the RGA (including all relevant product details). Records of the tests carried out by the Buyer on the Suspected Faulty Product should be recorded and supplied with the Product Warranty Form. The completed Product Warranty Form, RGA, and all necessary supporting information must be received by AHL within twenty-eight (28) calendar days of the date of receipt of the forms by the Buyer from AHL. Product Warranty Forms received by AHL after this period will be null and void.

2.1.5. If the Buyer's Product Warranty Form is validly submitted, AHL will issue the Buyer with an RGA reference. Provision of an RGA reference in no way commits AHL to supplying replacement product or credit to the Buyer, and is purely for tracking purposes.

2.2. Process and replacement

2.2.1. After receipt of the RGA reference, the Buyer shall securely package and return, at its expense, the Suspected Faulty Product(s) to AHL for evaluation along with any test results available/requested.

2.2.2. On receipt of a correctly labelled Suspected Faulty Product AHL will, within 14 days, undertake testing to determine the condition of the Suspected Faulty Product, prepare a test report and inform the Buyer whether: (a) the Suspected Faulty Product is, within AHL's sole opinion (acting reasonably), deemed to be faulty, and (b) whether the Buyer's claim is within the applicable Warranty Period.

2.2.3. For Products identified as faulty by AHL will either be replaced by AHL with a product of the same specification or AHL will issue a credit note to the value of the current sales price of the faulty product. Replacement product will be shipped to the Buyer with its next order (or within a reasonable period if no further orders are placed).

2.2.4. This section 2.2 sets out the Buyer's only remedies for a breach of the limited warranty in these Warranty Terms.