

DC Battery Technologies Ltd. Conditions of Sale

1. DEFINITIONS:

1.1 **Definitions.** In these Conditions, the following definitions, will have the following meanings.

Conditions: The terms and conditions of sale set out in this document.

Contract: The contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: The persons or firm who purchases the Goods from the Supplier.

Supplier: D C Battery Technologies Ltd. (registered in England and Wales with Company Number 12999001) whose registered address is DC Powerhouse 25 Earlstrees Road, Corby, Northamptonshire, NN17 4AZ.

Goods: the goods (or any part of them) set out in the Order.

Force Majeure: A Force Majeure Event means any event beyond a party's reasonable control.

Order: The Customer's order for the Goods, as set out in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation.

Warranty Period: means length of time that the manufacturer or supplier is guaranteeing said product against manufacturers defects, from the date of delivery of goods.

Transgression: Means breach of contract or other act or omission or statement of the seller, its employees, agents or subcontractors of which the seller is liable to the customer.

1.2 Construction. In these Conditions, the following rules apply: (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). (b) A reference to a party includes its personal representatives or permitted assigns. (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. (d) Any phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. (e) A reference to writing or written includes faxes and e-mails.

2. GENERAL:

2.1 These Conditions apply to all sales of Goods by the Seller to the exclusion of all other terms and conditions. No additions, variations or modifications to these Conditions shall be binding upon the Seller unless expressly agreed by the Seller. **2.2** Any samples, drawings, descriptive matter, or advertising produced by the supplier and any descriptions or illustrations contained in the supplier's brochures or data sheets are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force. Unless expressly incorporated, the same shall not form part of the Contract and this is not a sale by sample. **2.3** The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. **2.4** The Customer may receive secret and confidential information belonging to the seller based on the seller's (or its technical collaborators') design and development work of the Goods. The Customer shall not use or disclose any such secret or confidential information to any third party or otherwise without the Seller's consent. Any intellectual property rights which belong to the Seller shall remain vested in the seller.

3. BASIS OF CONTRACT, ORDERS and QUOTATIONS.

3.1 These Conditions apply to the Contract 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. **3.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order submitted by the Customer are complete and accurate. **3.3** The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. **3.4** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract. **3.5** A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 business days from its date of issue.

4. PRICE AND PAYMENT

4.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery. **4.2** The price of the Goods is exclusive of the costs and charges of packaging, insurance, and transport of the Goods, which may be invoiced to the Customer. **4.3** The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer 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 supply of the Goods. **4.4** The Supplier may invoice the customer for the Goods on or at any time after the completion of delivery. Save where the Customer has agreed in writing with the Supplier to pay for the Goods by credit account and continues to comply with the terms and conditions of such account, the Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier. **4.5** The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer. **4.6** All payments which are due to the Supplier from the Customer shall be made on or before the due date set out above as a condition precedent to future deliveries under this Contract or any other contract. **4.7** If any payment is overdue then the whole amount owed by the Customer to the Supplier shall become immediately due and payable. **4.8** The Supplier reserves the right to cease deliveries and to sue for payment of overdue accounts in addition to charging interest.

5. Delivery and Force Majeure

5.1 Delivery of the Goods shall take place at the Seller's place of business. The Customer shall take delivery of the Goods within 7 days of the Seller giving it notice that the Goods are ready for delivery. If delivery is not completed within this period due to default of this condition by the customer, the Seller shall be entitled to terminate the Contract, dispose of the Goods and obtain compensation from the Customer for breach of this Condition. **5.2** Dates for delivery are estimates only. Time shall not be of the essence for delivery. **5.3** Subject to the other provisions of these Conditions, the Seller shall not be liable for any direct, indirect or consequential expenses, losses, costs, charges or damages (including without limitation, pure economic loss, loss of profits, loss of business, loss of goodwill and similar loss) caused directly or indirectly by late performance or delay in delivery of the Goods (even if caused by the Seller's negligence) and delays shall not entitle the Customer to rescind or terminate the Contract unless such delay exceeds 90 days. **5.4** The Seller may defer the date of delivery or cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller. Caused by a Force Majeure event, meaning any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions. **5.5** The Seller reserves the right to make delivery by instalments and to submit invoices for Goods supplied as part of an order. Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle the customer to repudiate or cancel any other Contract or instalment. **5.6** The Seller shall not be liable for non-delivery of Goods (even if caused by the Seller's negligence) unless the Customer gives written notice to the Seller within 14 days of the date when the Goods would in the ordinary course of events have been received and the Seller's liability for non-delivery shall be limited to replacing the Goods within a reasonable time or (at the Seller's discretion) raising a credit note in respect of the Goods.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery. **6.2** Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, or the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause. **6.3** Until title to the Goods has passed to the customer, the customer shall store the Goods separately from all other goods held by the customer so that they remain readily identifiable, not remove, deface, or obscure any identifying mark or packaging on or relating to the goods, maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery. **6.4** The Customer may resell or use the goods in the ordinary course of its business before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time, it does so as principal and not as the supplier's agent, title to the Goods shall then pass from the supplier to the customer immediately before the time at which resale by

the customer occurs. **6.5** If before title to the Goods passes to the customer the customer becomes subject to any of the events listed in clause 7.1, then, without limiting any other right or remedy the Supplier may have the right to resell the Goods or use them in the ordinary course of its business ceases immediately. The Supplier may at any time require the customer to deliver up all goods in its possession which have not been resold, or irrevocably incorporated into another product; if the customer fails to do so promptly, the supplier or an acting agent may enter any premises of the customer or of any third party where the goods are stored in order to recover them.

7. TERMS AND REPRESENTATIONS.

7.1 The following provisions define the financial liability of the supplier and the customer's rights in respect of any loss or damage caused by the goods, connected goods or for any statements made by the supplier their employees or agents. Customers are advised to read these provisions carefully and to check that they are covered by insurance against any loss or damage they may sustain. **7.2** The supplier warrants that (subject to the other provisions of these conditions) upon delivery and the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; be fit for the purpose made known by the customer to the supplier and which the supplier has expressly agreed to; and correspond in all material respects with their specification and be free from any material defects in materials or workmanship. **7.3** The Supplier agrees to repair or (at its sole discretion) replace or issue a credit note in respect of Goods (or the defective part) which are found to be defective (fair wear and tear excepted) under Condition 7.2 above within the warranty period and which are immediately notified to the Supplier in writing and returned to the Supplier (at the Customer's expense) provided that each of the following are satisfied: a) the Customer does not make any further use of such Goods after giving notice of the defect; b) the Goods have only been subject to normal use under normal operating conditions; c) no work, alteration, modification or repair whatsoever has been carried out to the goods or any part without the supplier's prior consent; d) the defect has not arisen from a design made, furnished or specified by the Customer; e) the Goods have not been assembled or incorporated into other Goods (unless in accordance with any instructions issued by the Supplier); f) the defect has not arisen from an item manufactured by a person other than the supplier. In respect of any item manufactured by a third party, the Customer shall only be entitled to the benefit of any warranty or guarantee provided by such manufacturer to the supplier; g) the defect has not arisen due to incorrect installation or storage of the Goods by the Customer or due to the Customer failing to follow any of the Company's oral or written instructions as to the storage, installation, commission, use or maintenance of the goods or (if there are none) good trade practice; and h) the total price for the goods has been paid by the due date for payment. **7.4** If the supplier complies with condition 7.3 above, it shall have no further liability for breach of the warranty in Condition 7.2 above. Any goods replaced under condition 7.3 shall belong to the Company and any repaired or replacement goods shall be guaranteed on these terms for the unexpired portion of the warranty period. **7.5** The Supplier accepts liability: 7.5.1 for death or personal injury to the extent that it results from the negligence of the supplier; 7.5.2 under section 2(3) of the Consumer Protection Act 1987; 7.5.3 for fraud or fraudulent misrepresentation; and 7.5.4 Any matter which it would be illegal for the company to exclude or attempt to exclude its liability. **7.6** Subject to condition 7.2 no condition, warranty or other term, express or implied is given by the supplier that the goods, (whether or not the supplier or its employees or agents have recommended their use) or application support either separately or in conjunction are of any particular quality or will enable the customer to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirement for such performance, result or capacity or that such particular purpose or conditions may have been known (or ought to have been known) to the supplier, its employees or agents. **7.7** All warranties conditions and other terms implied by statute or common law (save for those listed in Condition 7.2 and 7.5) are, to the fullest extent permitted by law, excluded from the Contract. **7.8.1** Subject to Conditions 7.2 and 7.5 the suppliers total legal liability for any single transgression shall not exceed the price of the goods provided that a number of transgressions, whether successive or concurrent, which together result in or contribute to substantially the same loss or damage shall be treated as a single transgression; and **7.8.2** the supplier shall not be responsible to the customer for any loss, damage, expenses, charges, costs, nuisance or interference whatsoever which is consequential, pure economic loss or otherwise or wastage of material resulting from or caused by or to the Goods, the Connected Goods or Application Support. In particular the supplier shall not be liable for any loss of profits, pure economic loss, loss of business, loss of goodwill or similar loss. **7.9** If any exclusion or limitation of liability or any other provision contained in the contract is held invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if the supplier thereby becomes liable for any liability which would otherwise have been excluded or limited, such liability shall be subject to the other exclusions, limitations or provisions set out in this Condition 7. **7.10** The customer shall fully indemnify the supplier against all losses, damages, costs, actions, claims, demands, fees and other expenses (legal or otherwise) the supplier may incur in consequence of: a) the Goods or Connected Goods being (whether in whole or in part and directly or indirectly) involved in a claim under the Consumer Protection Act 1987 except to the extent that the alleged defect in the product the subject of such claim was directly caused by an act or omission of the supplier; or b) the supplier (upon the instruction of the Customer) using any of the customer's specification, designs, instructions or intellectual property in relation to the Goods or Connected Goods which result in any dispute, litigation or arbitration (whether actual or threatened) as a result of alleged infringement of any intellectual property rights (registered or otherwise).

8. Termination.

8.1 The Supplier may terminate this contract on 1 months' notice and shall, at its option, be entitled by notice to terminate all or any of its contracts with the Customer forthwith and recover all expenses, losses and damage resulting to the supplier, including (but without limitation to) loss of profit or other consequential loss if the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or being a company or limited liability partnership is deemed unable to pay its debts within the meaning of section 123 of 9 the Insolvency Act 1986, or being an individual is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986. All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.

9. General.

9.1 If any provision or part-provision of the contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract. If one party gives notice to the other of the possibility that any provision or part-provision of this contract is invalid, illegal, or unenforceable, both parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, to the greatest extent possible, achieves the intended commercial result of the original provision. **9.2** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. **9.3** Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other. **9.4** Any person or business who is not a party to the contract shall not have any rights to enforce its terms. **9.5** Except as set out in these conditions, no variation of the contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the supplier. **9.6** The 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), shall be governed by, and construed in accordance with the law of England and Wales. **9.7** All parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims). **9.8** GDPR: In Compliance with our partners, customer data may be shared with our financiers and bankers.