

These terms and conditions ("**Terms**") govern our purchase of goods and services from you as set out in the purchase order ("**PO**"). By accepting these terms and conditions, you agree to indemnify us using or having the Deliverables.

a. these Terms as the exclusive and binding terms governing the PO to the exclusion of any other purchase terms (regardless of how and when you may have sent them to us) and b. that this is not contradicted or varied by your procedures that may systematically issue to us your own set of terms which we may not categorically refuse in writing.

### 1. **Parties**

The following are the parties to the PO:

You: "Supplier"

Us: "Opus Energy Limited, Opus Energy (Corporate) Limited, Opus Energy Renewables Limited or Opus Gas Supply Limited"

### 2. **The Deliverables**

We will reasonably cooperate with each other for your delivery of the contracted goods and/or services ("**Deliverables**"). We will provide to you access to reasonable access to our premises for the purpose of providing the Deliverables (along with any rules and regulations that apply at any of our premises as relevant) and our codes of practice or policies to which your performance of obligations must be in full compliance of.

The Deliverables will be delivered: a) in accordance with the specifications set out in the PO, b) with the level of care, skill and diligence in accordance with good practice in your industry, profession or trade, and c) in conformity with all descriptions and specifications set out in the PO so that that the deliverables are fit for purpose which we have made known to you.

You will maintain all licences and consents which may be required for the provision of the Deliverables.

### 3. **Specific Terms for the Supply of Services**

You will use suitably skilled and experienced personnel and in sufficient number whom you will supervise appropriately to ensure that your obligations are fulfilled in accordance with the PO.

### 4. **Specific Terms for the Supply of Goods**

The goods a) will correspond with their description and any applicable specification in the PO, b. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) for the purposes we have made known to you (and in this respect we rely on your skill and judgement), c) be free from defects in design, material and workmanship; d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery.

You will use quality materials, service, standards and techniques to ensure that the Deliverables will be free from defects in workmanship, installation and design.

**Delivery:** You will ensure that: a) the goods are properly packed and secured in such manner so that they reach destination in good condition and b) each delivery of the goods is accompanied by a delivery note which shows the PO and special storage instructions (if any).

**Goods by instalments:** if the goods are being delivered by instalments, each instalment's delivery note will confirm the outstanding balance of goods remaining to be delivered. Failure to deliver a conforming instalment will allow us to at our discretion notify you of our discharge from future obligations under the PO or temporarily suspend our obligations without liability.

**Title and risk:** Title and risk passes to us upon uploaded delivery of conforming goods in accordance with the PO. Goods which do not conform (including quantities in excess of the agreed delivery) are not accepted by us until we confirm so in writing. If practical, we will keep them at the delivery location for a duration which we will confirm with you in writing and maintain them as non-perishable items at your risk. Any costs associated with our rejection of non-conforming goods will be payable by you.

### 5. **Price and Payment**

We will pay the price (as agreed in the PO) of the Deliverables using the method agreed in the PO within 30 days of both receiving the conforming Deliverables and a correct invoice from you which will include supporting information we require, including the PO number along and any other information as stated in to verify the accuracy of the invoice.

We may offset your liabilities to us against any liability of us to you.

### 6. **Intellectual Property**

The Deliverables will not infringe the intellectual property rights ("**IPR**") of any third party. To the extent that an IPR claim served to us is attributable to your acts or omission, you will indemnify us from and against all liabilities,

You will ensure that we will be able to upon delivery immediately and without practical or legal inhibition use the Deliverables for the purposes which we have made known to you, including the right to grant to any member of the Drax Power Limited family of companies a sub-licence to use the Deliverables. This may include your execution an irrevocable, royalty-free, non-exclusive worldwide and perpetual licence to use your background IPR to us to perfect our title over the Deliverables.

### 7. **Insurance**

You will maintain professional, public (and if supplying goods, product) liability insurance for the liabilities that may arise in connection with your obligations under the PO and maintain the same for one year after your completion of the Deliverables.

### 8. **Confidentiality**

This PO and any information about us which we share with you for the purposes of enabling you to deliver the Deliverables to us is confidential. This includes technical or commercial know-how, specifications, inventions, processes, initiatives, pricing and products and services in relation to our business which you will handle in accordance with our reasonable instructions, including for deletion. You will disclose our confidential information to your employees and business partners only as strictly necessary for procuring your performance of obligations and only after they have executed written undertakings to handle that information confidentially as if they were a party to these Terms. You remain responsible for the appropriate handling of the confidential information we disclose to you.

### 9. **Compliance with applicable laws and our policies**

You will have in place your own policies and procedures to ensure that your operations comply with all applicable laws, regulations and codes (including the Modern Slavery Act 2015 and the Anti-Bribery Act 2010) and with our corporate policies and statements available at: <https://www.drax.com/about-us/compliance-and-policies/#policies-and-statements>.

You will notify us as soon as reasonably practical when you become aware of any actual or suspected offenses on your part under those two Acts regardless of whether they were committed in relation to your services under this PO. In such an instance, we will have the right to terminate our relationship with you without liability. Should those actual or suspected offenses arise in connection with your performance of this PO, you will indemnify us from and against all payment, loss, liability, cost, fines, financial penalty or expense of whatsoever nature paid, made, awarded against, claimed against, charged to or incurred by us arising out of or in connection with any breach by you of your obligations, representations and/or warranties under this clause.

### 10. **Assignments and third parties.**

We may assign our rights and delegate our obligations under the PO. You will obtain our prior written approval to assign your rights and delegate your obligations (including sub-contracting) under the PO.

### 11. **Remedies**

The remedies set out do not limit or affect any of the rights and remedies available to us in contract or in law should you breach the Terms. These include but are not limited to: a) immediate termination of the PO for breach, refusal to accept future performance and requiring you to refund to sums paid in advance for Deliverables not yet delivered, b) rejecting non-conforming Deliverables and withholding payment without liability, c) if goods, returning them to you at your cost and risk, d) requiring you to cure non-conformity or breach at your own cost without business interruption to us, time being of the essence, e) holding you liable for the reasonable costs of us obtaining cover for replacement Deliverables, and f) claiming against you for any costs, loss or expenses we incur which are attributable to your failure to perform.

### 12. **Termination**

We may terminate the PO for convenience in whole or in part by serving written notice to you, upon which you will cease performing your obligations in the most cost-effective manner. We will pay for services or goods rendered thus far as agreed in the PO (or proportionally for if appropriate)

### 13. **Governing law**

This PO and any dispute or claim arising out of or in connection with it or its subject matter or formation is governed by and construed in accordance with the law of England and Wales which the courts therein shall have exclusive jurisdiction to settle.