

Customer Recharge Agreement Terms and Conditions

Legal Terms

This quotation is issued subject to the Standard Terms and Conditions set out below which shall govern all works and services performed pursuant to this quotation to the exclusion of any other terms (including any terms attached or referenced in your purchase order).

Acceptance

By supplying a purchase order or otherwise confirming your acceptance of this quotation (whether by notice or conduct), you are deemed to have accepted this quotation together with the Standard Terms and Conditions.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1. Except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Clause shall have the following meanings and derivative expressions shall be construed accordingly:

Acceptance has the meaning ascribed to it in Clause 2.4.

Acceptance Form means the form attached as such to the Quotation.

Affiliate means any parent undertaking or subsidiary undertaking of a Party or any company which is a subsidiary of such a parent undertaking and the expressions "parent undertaking" and "subsidiary undertaking" shall have the meanings specified in section 1162 Companies Act 2006

Completion means the completion of all Works and the clearance of all surplus National Gas material from the Site.

Completion Payment means the payment (if any) due on Completion as detailed in the Quotation.

Consequential Loss means all losses, damages and expenses (including legal expenses) incurred in respect of failure to take, receive or deliver gas, and indirect or special loss (including loss of use, revenue, profit, contract and production) increased cost of working and business interruption howsoever caused arising out of or in connection with this Contract and whether or not foreseeable at the date of this Contract, irrespective of whether caused by the negligence of National Gas and/or the Customer or by any other tortious act or omission or breach of this Contract by National Gas and/or the Customer.

Consumer means the person or persons who consume(s) or it is intended shall consume natural gas offtaken from National Gas's transportation system.

Contract means these Terms and Conditions and, subject to the provisions of Clause 2, the Acceptance and the Quotation to which such Acceptance relates, together with such drawings as are annexed to the Quotation.

Contract Sum means the sum specified as such in the Quotation and comprising such Initial Payment and Completion Payment as may be specified in the Quotation.

Customer means the person or entity to whom or to which the Quotation is addressed.

Daily Liquidated Damages means the sum specified as such in the Quotation.

Date for Completion means the date specified as such in the Quotation, as may be adjusted by agreed variations or as may be extended in accordance with Clause 6.

Date for Commencement means the date specified as such in the Quotation, as may be adjusted by agreed variations or as may be extended in accordance with Clause 6.

Equipment means such equipment and materials to be installed by National Gas as part of the Works.

Force Majeure has the meaning ascribed to it in Clause 9.

Gas Act means the Gas Act 1986 and any Regulations issued thereunder as such Act and Regulations are amended from time to time.

Gas Emergency means "supply emergency" as defined in the Gas Safety (Management) Regulations 1996, as the same may be amended from time to time.

Initial Payment means the initial payment (if any) detailed in the Quotation.

Liquidated Damages Cap means the maximum sum payable in respect of liquidated damages as ascertained from the Quotation.

National Gas shall mean National Gas Transmission plc, a company registered in England Wales (company no 02003000) having its registered office at National Grid House, Warwick Technology Park, Gallows Hill, Warwick CV34 6DA and acting in its capacity as owner and operator of its gas transportation network, together with its successors and assigns.

Network Code means the network code prepared by National Gas in accordance with its gas transporter's licence issued (or treated as issued) under section 7 of the Gas Act.

Normal Working Hours means the hours of 8.00 am to 5.00 p.m. on any Working Day.

Party means National Gas of the one part and the Customer of the other part.

Payment Due Date means the date specified as such in the Quotation.

Quotation means the form referring to these Terms and Conditions of Contract addressed to the Customer containing inter alia details of the Works, the Stage Payment Chart (if any) and the Contract Sum, together with any other documents expressly incorporated therein.

Reasonable and Prudent Operator and **RPO** means a person seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of undertaking in the same or similar circumstances and conditions.

Site means any premises or land owned or occupied by the Customer and/or Consumer (as appropriate) to which National Gas reasonably requires access in connection with the Works.

Warranty Period means the period specified as such in the Quotation.

Working Day in relation to any period of time in these Terms and Conditions means a day during which the clearing banks in the City of London are open for business.

Works means those activities described in the Quotation.

1.2. Reference to contractors shall be interpreted as referring to contractors and sub-contractors of any tier.

1.3. The headings to these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. QUOTATION AND ACCEPTANCE

2.1. The Quotation is issued subject to the provisions of this Clause 2.

2.2. The Quotation is personal to the Customer and may not be assigned without the consent of National Gas, which consent shall not be unreasonably withheld.

2.3. The Quotation may be withdrawn by notice in writing by National Gas at any time prior to Acceptance.

2.4. Acceptance of the Quotation and the formation of the Contract ("**Acceptance**") shall take effect:

2.4.1. on the receipt by National Gas of the Acceptance Form duly completed by the Customer including a certification by the Customer that no further terms or conditions are required other than those set out in these Terms and Conditions of Contract and those additional conditions incorporated in the Quotation: provided that such receipt occurs within the period specified in the Quotation, or

prior to the expiry of such other period as may be agreed in writing between the Parties; or

2.4.2. in the event that the Customer specifies in the Acceptance Form that it requires terms and conditions in addition to those set out in these Terms and Conditions and the Quotation, upon written acceptance (if any) of such additional terms and conditions by National Gas.

3. CUSTOMER OBLIGATIONS

3.1. The Customer shall, in accordance with the terms and conditions of the Contract make all payments due from it due under the Contract.

3.2. Without cost to National Gas the Customer shall, to the standard of a Reasonable and Prudent Operator:

3.2.1. without undue delay, provide such information, drawings and specifications (including plans of services on or adjacent to the Site that may affect or be affected by the Works) within the possession or reasonable control of the Customer as National Gas may reasonably request; the Customer acknowledges and agrees that National Gas and its contractors may rely on the accuracy of such information, drawings and specifications in the performance of the Works.

3.2.2. subject to any reasonable site rules and regulations, provide free and unrestricted access for National Gas and its contractors to the Site during Normal Working Hours or at such other times as may be agreed between the Parties to the extent reasonably necessary to enable them to carry out the Works; and

3.2.3. so as not to delay the Works undertake and perform those works specified in the Quotation as being the responsibility of the Customer in accordance with the reasonable requirements of National Gas and provide all equipment that the Customer is required by the Quotation to provide in connection with the Works.

Provided that the Customer acting as an RPO shall not be in breach of any provision of this **Clause 3.2** in circumstances where such breach would not have occurred but for a failure by National Gas to comply with any provision of **Clause 4**.

4. NATIONAL GAS OBLIGATIONS

4.1. National Gas shall, in accordance with the terms and conditions of the Contract:

4.1.1. without additional cost to the Customer provide without undue delay such information within the possession or control of National Gas as is reasonably required by the Customer for the performance of its obligations under **Clause 3.2**;

4.1.2. undertake and perform the Works exercising skill and care by the Date for Completion in the manner provided for in the Contract to the standard of a Reasonable and Prudent Operator subject always to its obligations as a gas transporter;

4.1.3. in the course of the Works comply with site rules and regulations reasonably imposed in the course of the Works or agreed by the Parties prior to Acceptance;

4.1.4. in the course of the Works, and subject to the provisions of the Contract, perform changes to the Works agreed with the Customer pursuant to **Clause 11**.

5. DURATION

5.1. National Gas shall commence the Works on or before the Date for Commencement.

5.2. Completion shall be achieved by the Date for Completion.

6. EXTENSIONS OF TIME AND ADDITIONAL COSTS

6.1. The Date for Commencement and the Date for Completion shall be extended in the event of any delay to the Works (whether or not the cause of such delay occurs before or after the Date for Commencement or the Date for Completion), and National Gas shall recover any additional amounts necessarily incurred or expended as a result of such delay, to the extent that such delay is caused by:

6.1.1. the Customer's failure or delay in performing any of its obligations as set out in the Contract, or any other delay, impediment or prevention of whatever nature caused by the Customer, or for which it is responsible;

6.1.2. adverse weather conditions or the effects of adverse weather conditions;

6.1.3. any event or circumstance of Force Majeure;

6.1.4. any labour dispute or work stoppage or slow-down involving the Customer/Consumer, the Customer's/Consumer contractors (other than National Gas), or any other person which affects the Works;

6.1.5. the imposition of unreasonable site rules and regulations other than site rules that have been agreed by the Parties prior to Acceptance or the interference of the owners or occupiers of the land to which National Gas reasonably requires access for the purpose of the Works;

6.1.6. delays incurred in the delivery of equipment or materials necessary to complete the Works provided that such delays were not reasonably foreseeable by National Gas at the time of issue of the Quotation;

6.1.7. additional Works not included in the Quotation and that would not have been reasonably foreseeable by an RPO;

6.1.8. a suspension of the Works by National Gas pursuant to **Clause 10.2**; or

6.1.9. any Gas Emergency which affects the Works or which the National Gas personnel assigned to carry out the Works have to attend to, Provided that National Gas shall only be entitled to an extension of time and reimbursement of additional amounts under this **Clause 6.1**, if (a) it has used and continues to use reasonable endeavours to avoid and minimise delay and such additional amounts and (b) has given to the Customer written notice of its claim for an extension of time and reimbursement of additional amount including a narrative of the cause or causes of such delay and an estimate (if possible) of the additional costs. The extension of time under this **Clause 6.1** shall be for a fair and reasonable period commensurate with the cause of delay, together with any additional period resulting from any re-scheduling of work by National Gas as a result of the delay.

6.2. In all cases where National Gas has given notice under **Clause 6.1**, it shall thereafter comply with all reasonable instructions which the Customer shall give in writing in order to overcome or minimise any actual or anticipated delay or additional amounts. If compliance with any such instruction shall cause National Gas to incur extra costs the amount thereof shall be reimbursed to it provided that National Gas shall provide to the Customer an estimate as to the likely cost of complying with such instructions. In the event that National Gas notifies the Customer in writing that such estimate is likely to be exceeded, National Gas shall be under no obligation to continue to comply with any such instruction without the Customer's further written instruction to that effect.

6.3. Without prejudice to **Clause 7.6**, **Clause 10.1.3** and **Clause 10.2**, in the event that the Customer delays the payment (if any) due under **Clause 7.1** the Date for Commencement and the Date for Completion shall be extended by the number of days of such delay, together with any additional days resulting from any re-scheduling of work by National Gas as a result of the delay.

6.4. Without prejudice to **Clause 6.1**, in the event that a change to the Works is agreed pursuant to **Clause 11**, the Date for Commencement and/or the Date for Completion (as the case may be) shall be adjusted by the extension of time agreed in relation thereto.

7. PAYMENT

7.1. In consideration of the performance by National Gas of its obligations under the Contract, the Customer agrees to pay National Gas, by the Payment Due Date, the Contract Sum and any other amounts to be paid by the Customer to National Gas pursuant to this Contract and all VAT charges properly payable in connection with such amounts.

7.2. In respect of any amounts to be paid to National Gas pursuant to this Contract, National Gas shall submit an invoice to the Customer which shall be accompanied by a narrative giving details of how the amount of the invoice is calculated, together with reasonable supporting documentation to substantiate such amount.

7.3. The address for invoices under the Contract shall be the Customer's address as specified in the Acceptance Form.

7.4. All payments shall be made in Pounds Sterling.

7.5. In the event of a bona fide dispute, the Customer shall provide full details of the amount disputed and the grounds of the dispute by the Payment Due Date for the amount disputed. Provided that the Customer pays the undisputed amount, the Customer shall be entitled to withhold payment of the amount notified in accordance with this **Clause 7.5** as being in dispute (together with the reasons therefore). At the determination or agreed resolution of such dispute the Customer shall pay National Gas the amount determined or agreed to be due together with interest payable thereon pursuant to **Clause 7.6**.

7.6. Any amounts becoming due under the Contract shall bear interest (payable by the Customer) from the Payment Due Date of such amounts at an annual rate of three (3) percent per annum above the Barclays Bank base rate in force from time to time, compounded annually, until the date of payment. Provided that in the case of a bona fide dispute, the disputed amount eventually agreed or determined to be due, shall bear interest from the date on which such amount was originally payable at an annual rate of one (1) percent per annum above the Barclays Bank base rate in force from time to time, compounded annually, until the date of payment.

8. LIABILITY AND INDEMNITY

8.1. If National Gas shall fail to achieve Completion of the Works by the Date for Completion, as the same may be extended pursuant to **Clause 6**, National Gas shall provide to the Customer within thirty (30) days of the Date of Completion a credit note in respect of payments due from it under the Contract of an amount equal to the Daily Liquidated Damages per day or part thereof of

actual delay, provided that National Gas's liability hereunder shall not under any circumstances exceed the Liquidated Damages Cap and provided that in respect of any such day, National Gas and its contractors are permitted access to the Site at all reasonable times to perform the Works.

8.2. The Customer shall indemnify and hold National Gas harmless from and against all claims and causes of action for loss of or damage to the real and personal property of the Customer or Consumer and injury to or death of employees and directors of the Customer or Consumer, arising out of or in connection with the Contract save for Customer Excepted Loss. **Customer Excepted Loss** means such loss or damage to the extent that it is caused or contributed to by the negligent act or omission of National Gas, its servants, agents or contractors, up to a maximum aggregate amount equal to the Contract Sum or one million pounds sterling (£1,000,000) (whichever is the lesser).

8.3. National Gas shall indemnify and hold the Customer harmless from and against all claims and causes of action for loss of or damage to the real and personal property of National Gas and injury to or death of employees, and directors of National Gas, arising out of or in connection with the Contract save for National Gas Excepted Loss. **National Gas Excepted Loss** means such loss or damage to the extent that it is caused or contributed to by the negligent act or omission of the Customer, its servants, agents or contractors, or of the Consumer, or of the Consumer's servants, agents or contractors up to a maximum aggregate amount of one million pounds sterling (£1,000,000).

8.4. National Gas shall indemnify and hold harmless the Customer in respect of Customer Excepted Loss and the Customer shall indemnify and hold harmless National Gas in respect of National Gas Excepted Loss.

8.5. The Customer shall indemnify and hold National Gas harmless from and against all claims against National Gas under either:-

8.5.1. Section I of Network Code in respect of a failure by National Gas to accept delivery of gas into National Gas's system; or

8.5.2. Section J of Network Code in respect of a failure by National Gas to make gas available for offtake from National Gas's system; where such claims arise as a result of the Works and prior to the Date for Completion.

8.6. Save for National Gas's liability under **Clause 8.1**, National Gas shall not be liable for, and the Customer shall indemnify and hold National Gas harmless from and against, any and all Consequential Loss of the Customer; its Affiliates; co-venturers; successors; assignees; or its or their contractors, or its or their agents, servants, officers or directors; or of the Consumer; or of the Consumer's Affiliates; co-venturers; successors; assignees; or its or their contractors, or its or their agents, servants, officers or directors.

Provided that (for the avoidance of doubt) this provision shall not affect and the indemnity herein shall not extend to any rights of the Customer or of any of the aforesaid other entities or any liabilities of National Gas arising out of any other agreement between the Customer or any of the aforesaid other entities and National Gas.

8.7. Save for the Customer's liability to make payment in accordance with **Clause 7** or under any or other agreement with National Gas or as otherwise provided in this **Clause 8**, the Customer shall not be liable for and National Gas shall indemnify and hold the Customer harmless from and against all Consequential Loss of National Gas; its Affiliates; co-venturers; successors; assignees or its or their other contractors; or its or their agents, servants, officers or directors.

Provided that (for the avoidance of doubt) this provision shall not affect and the indemnity herein shall not extend to any rights of National Gas or of any of the aforesaid other entities or any liabilities of the Customer arising out of any other agreement between the Customer or any of the aforesaid other entities and National Gas.

8.8. Without prejudice to **Clause 8.4**, National Gas shall not be liable to the Customer for any defect, imperfection or fault in the Works which the Customer has not given National Gas the opportunity to rectify.

9. FORCE MAJEURE

9.1. Subject to **Clause 9.2**, "Force Majeure" means any event or circumstance or combination of events or circumstances which is beyond the control of a Party acting and having acted as a Reasonable and Prudent Operator, and which prevents that Party from or causes hindrance, delay or impediment to that Party in fulfilling all or any of its obligations under the Contract other than the obligation to indemnify or pay money. For these purposes an event or circumstance shall not be treated as being beyond the control of a Party if it is within the control of any contractor of that Party acting as an RPO.

9.2. Without prejudice to the generality of **Clause 9.1** either Party shall be entitled to claim relief through Force Majeure in the event of any failure to perform its obligations hereunder to the extent that such failure was caused by

any change in the law or cancellation of any consent, approval or licence rendering it unlawful for a Party to comply with its obligations hereunder unless such change or cancellation would not have occurred except for any act or omission of the Party concerned in relation to such law, consent, approval or licence unless itself caused by Force Majeure.

9.3. If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations (other than payment of money) under the Contract it shall as soon as reasonably practicable after becoming aware of the occurrence of the event or circumstances of Force Majeure give written notice to the other Party giving full particulars of the event or circumstances constituting Force Majeure and of the obligations which cannot as a result be performed. The Party giving notice shall thereafter be excused from liability for non-performance of such obligations, subject to the provisions of **Clause 9.4**, to the extent and for so long as the inability to perform the obligations as a result of the event or circumstances of Force Majeure may continue. For the avoidance of doubt, the relief from liability for non-performance of any obligation under this **Clause 9** shall not affect the existence of that obligation for the purposes of any other provision of the Contract.

9.4. A Party relieved from liability for the non-performance of any obligations under the Contract as a result of Force Majeure shall use all reasonable endeavours to overcome or circumvent such Force Majeure and shall on request in writing from the other Party give full details of the measures it is taking in that regard.

10. TERMINATION

10.1. Without prejudice to any of its antecedent rights or remedies, National Gas may terminate the Contract:

10.1.1. forthwith on written notice if the Customer goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or re-organisation or if any administrator or administrative receiver shall be appointed in respect of the whole or any material part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or

10.1.2. by giving five (5) Working Days prior notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Contract for a period exceeding fourteen (14) calendar days; or

10.1.3. by giving ten (10) Working Days notice in writing of a material breach of the Contract, provided that the Customer fails to take substantial steps to remedy the breach within that ten (10) Working Day period of notice; or

10.1.4. by giving ten (10) Working Days in notice in writing in the event that National Gas is prevented from exercising any permission or right or enjoying any interest in land required for the conduct of the Works for a continuous period of fourteen (14) Calendar days;

10.1.5. in the event that the Customer has required a delay in the Date for Commencement and the Parties have not agreed a Date for Commencement, that is within thirty (30) calendar days of the original Date of Commencement specified in the Quotation.

10.2. In the event that the Customer is in breach of any of the payment provisions of the Contract, National Gas shall be entitled to suspend all or any part of the Works until the Customer has rectified such breach. In the event of such suspension the Customer shall in addition to all other amounts due reimburse National Gas on invoice for all reasonable sums paid by National Gas as a direct result of such suspension.

10.3. The Customer may terminate the Contract:-

10.3.1. forthwith on written notice if National Gas goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or re-organisation or if any administrator or administrative receiver shall be appointed in respect of the whole or any material part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or

10.3.2. by giving five (5) Working Days prior notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Contract for a period exceeding fourteen (14) calendar; or

10.3.3. by giving ten (10) Working Days notice in writing of a material breach of the Contract, provided that National Gas fails to take substantial steps to remedy the breach within the ten (10) Working Day notice period; or

10.3.4. by giving National Gas five (5) Working Days notice in writing; provided that National Gas shall be entitled to notify its receipt of such notice to the Consumer.

10.4. Where the Contract is terminated under any provision of this **Clause 10** other than **Clauses 10.3.1** or **10.3.3**, National Gas shall be entitled to receive:

10.4.1. payment of all instalments under **Clause 7.1** already due on the effective date of termination;

10.4.2. reimbursement for all costs and expenses reasonably incurred by National Gas in respect of all work performed under the Contract at the effective date of termination;

10.4.3. any additional sum for which the Customer is liable under this Contract;

10.4.4. any cost or expense incurred, or for which National Gas is liable and is unable lawfully or contractually to avoid or recover from third parties in connection with any contracts placed in connection with the Contract (insofar as these have not already been paid by the Customer) including without limitation, forfeited deposits and cancellation fees;

10.4.5. any and all costs reasonably incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant, apparatus and equipment which in the reasonable opinion of National Gas is necessary as a result of the termination of the Contract taking into account inter alia environmental and safety considerations and contractual commitments.

10.5. All ownership in and rights over all partly installed Equipment will continue to vest solely in National Gas after termination of the Contract under this **Clause 10**.

11. CHANGES TO THE WORKS

11.1. In the course of the Works National Gas shall make such changes (either at the request of the Customer or the instance of National Gas) to the Works whether by additions, modifications or omissions thereto as are from time to time agreed with the Customer, subject to the agreement of any additional payments, required from the Customer and any extensions of time required by National Gas or reduction in the Contract Sum specified by National Gas in respect of such changes.

12. NOTICES

12.1. Any notice to be given by one Party to the other under the Contract shall be delivered by first class mail or facsimile addressed to the other Party at such address or (as the case may be) such facsimile transmission number as the Party in question shall from time to time designate by written notice and until such notice shall be given the addresses and facsimile numbers of the Parties shall be as set out in the Quotation. Notices may be sent in such other manner and may be confirmed in such manner as from time to time may be agreed by the Parties for the service of notices pursuant to the Contract.

12.2. All notices delivered or sent in accordance with **Clause 12.1** shall be effective when received at the recipient's address as aforesaid or on the following Working Day if received after the expiry of Normal Working Hours.

13. CONFIDENTIALITY

13.1. In these Terms, "**Confidential Information**" means the terms of a Contract and any information in respect of the Disclosing Party's business including without limitation documents, letters, plans, diagrams, sketches, drawings, photographs, models, specifications, software, data, customer lists or details, programs and any other material bearing or incorporating any information relating to the Disclosing Party's products or services (and the know-how in respect of that information) provided to or obtained by the Receiving Party (or a third party acting on its behalf) whether in writing, orally or by any other means. The Party that receives Confidential Information from the other in connection with a Contract shall be the "**Receiving Party**" and the Party that discloses such Confidential Information shall be the "**Disclosing Party**". Subject always to **Clause 13.2**, the "Receiving Party" shall:

13.1.1. keep all Confidential Information confidential and only disclose it to those persons who are required in the course of their duties to receive and consider the same (including, subject to **Clause 13.1.4**, to its advisors and contractors), and not use it other than for the purposes of a Contract;

13.1.2. treat and safeguard as private and confidential all of the Confidential Information and not by any means whatsoever disclose or allow access to Confidential Information (or permit such disclosure or access) to any person whatsoever without the prior written consent of the Disclosing Party and in strict accordance with the terms of such consent;

13.1.3. not without the prior written consent of the Disclosing Party (which shall not be unreasonably withheld or delayed and may be given on such terms as the Disclosing Party considers appropriate) copy by any means whatsoever any of the Confidential Information supplied or disclosed to it; and

13.1.4. procure that any of its advisers, contractors, agents, directors, employees, affiliates (and in all cases their respective advisers), to whom disclosure of any Confidential Information is to be made pursuant to **Clause 13.1.1**, agree prior to such disclosure to be bound by obligations as to confidentiality including (without limitation) the obligation not to disclose the Confidential Information to any other person (save as permitted in any Contract).

13.2. The provisions of **Clause 13.1** shall not apply to the disclosure and/or use of any Confidential Information:

13.2.1. with the written agreement of the Disclosing Party;

13.2.2. in accordance with any legal requirement or the requirements of any stock exchange, listing authority or any Competent Authority acting within the scope of its powers; or

13.2.3. where the Confidential Information is in the public domain (otherwise than by failure of the Receiving Party to comply with this **Clause 13**).

13.3. All physical Confidential Information and copies thereof shall be returned immediately to the Disclosing Party upon receipt of a written request from the Disclosing Party save where retention is required to comply with any legal requirements or the requirements of any stock exchange, listing authority or any Competent Authority acting within the scope of its powers.

13.4. As between the Parties, any Confidential Information supplied or disclosed shall remain the property of the Disclosing Party.

13.5. The provisions of this **Clause 13** shall continue to bind the Parties for a period of three (3) years after the expiry of earlier termination of any Contract.

14. PERSONAL DATA

14.1. For the purpose of this **Clause 13.1**: "**DPA**" means the Data Protection Act 2018 and all associated regulations; "process(ing)" has the same meaning as in the DPA; "Personal Data" has the same meaning as in the DPA and relates only to Personal Data provided by the Customer to National Gas under or in relation to a Contract.

14.2. With respect to the processing of Personal Data pursuant to any Contract, the Parties acknowledge that the Customer and National Gas are both Data Controller Each Party will process Personal Data in accordance with their respective obligations under the DPA.

14.3. Both Parties may need to collect, process and use Personal Data in order to:

14.3.1. perform or receive (as applicable) services in accordance with a relevant Contract;

14.3.2. contact personnel of the other Party (including its employees, agents, contractors) and any related parties; and/or

14.3.3. manage any Contract and resolve any disputes relating to it.

14.4. The Parties agree that the categories of Data Subject include personnel and related parties of the Customer and National Gas respectively (including their employees, agents, contractors).

15. INTELLECTUAL PROPERTY

15.1. All patents, copyright and other intellectual property rights (including but not limited to trademarks, registered designs, designs, know-how, inventions and valuable concepts) and, to the extent that intellectual property is embodied therein, documents (including but not limited to drawings, transparencies, prints, photographs, negatives, tapes, discs, working notes and reports), software or other items created or supplied by National Gas in connection with the Works shall be owned by National Gas, and the Customer shall ensure that on completion of the Works all copies of such documents not in the possession of the Customer or the Consumer shall be returned to National Gas where these were originally supplied by National Gas.

15.2. All patents, copyright and other intellectual property rights (including but not limited to trademarks, registered designs, designs, know-how, inventions and valuable concepts) and, to the extent that intellectual property is embodied therein, documents (including but not limited to drawings, transparencies, prints, photographs, negatives, tapes, discs, working notes and reports), software or other items supplied by the Customer in connection with the Works shall be owned by the Customer and National Gas shall ensure that on completion of the Works all copies of such documents not in the possession of National Gas shall be returned to the Customer where these were originally supplied by the Customer.

15.3. The Customer by virtue of the Contract grants National Gas a royalty-free, non-exclusive licence (with power to sub-licence) for the purposes only of designing, constructing, commissioning, testing, operating and maintaining the Equipment in conjunction with any part of the National Gas gas transportation network from time to time, in respect of any such intellectual property of the Customer or Consumer which intellectual property forms part of any invention or development made by National Gas under or in connection with the Contract, and the Customer warrants that it is entitled to grant such a licence in respect of any such intellectual property.

16. ANTI-BRIBERY AND MODERN SLAVERY

16.1. Each Party shall:

16.1.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**");

16.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; and

16.1.3. have and shall maintain in place throughout their own anti-bribery and anti-corruption policies and procedures, including adequate procedures (as

determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act)) to ensure compliance with the Relevant Requirements, and **Clause 16.1.2** and will enforce them where appropriate; and

16.1.4. promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the receipt or supply (as applicable) of Works;

16.2. Each Party warrants that it conducts its business in a manner that is consistent with the Modern Slavery Act 2015.

16.3. Each Party warrants that neither that Party nor any of its officers, employees or other persons associated with it:

16.3.1. has been convicted of any offence involving slavery and human trafficking; and

16.3.2. having made reasonable enquiries, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

16.4. Each Party shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

17. ENTIRE AGREEMENT

17.1. The documents forming the Contract shall be read as one and shall save in respect of fraud constitute the entire express agreement between the Parties with respect to the Works and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties hereto with respect to the Works and neither Party shall rely on or be bound by any of the foregoing not appearing in or incorporated by specific reference into the Contract and save as aforesaid any liability in respect thereof is excluded.

18. SUB-CONTRACTING

18.1. National Gas shall be entitled to sub-contract the whole or any part of the Works. Any such sub-contracting by National Gas shall not relieve National Gas from any liability or obligation under the Contract.

18.2. The Customer shall be entitled to sub-contract the whole or any part of its obligations under **Clause 3**. Any such sub-contracting by the Customer shall not relieve the Customer from any liability or obligation under the Contract.

19. NATIONAL GAS WARRANTIES

19.1. National Gas warrants that on Completion, the Equipment (if any) shall be free from defects for the Warranty Period. Provided that this warranty shall not extend to, and provided further that National Gas shall not be liable to the Customer for any defects arising as a result of incorrect or misleading information supplied by or on behalf of the Customer or Consumer or any other incorrect or misleading information in relation to the Site or in relation to any equipment provided by the Customer reasonably relied upon by National Gas in performing the Works, or as a result of any unreasonable interference with the Equipment (if any) by the Customer or any third party arising otherwise than by a failure by National Gas to act as an RPO in performing the Works.

19.2. In the event that National Gas is in breach of any warranty under this **Clause 19**, within a reasonable period of time of written notification (such notification to be given by the Customer no later than fourteen (14) days after the expiry of the relevant warranty period) of any defect causing National Gas to be so in breach, National Gas shall at its own cost rectify any such defect. The Customer shall procure such access to the Site as National Gas reasonably requires in order to conduct such rectification.

19.3. For the avoidance of doubt National Gas's warranties shall not extend to any items supplied by the Customer except in so far as the defects in such items arise as a result of a failure by National Gas to act as an RPO in conducting the Works.

20. OWNERSHIP

20.1. National Gas shall at all times own outright the Equipment.

21. WAIVER AND MODIFICATION

21.1. None of the provisions of the Contract shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of any past or future default or breach or modification of any other term, provision, condition or covenant of the Contract unless expressly set forth in such waiver.

21.2. No amendments to the Contract shall be valid unless made in writing and agreed and signed by the duly authorised representatives of the Parties hereto.

22. CUSTOMER'S WARRANTY

22.1. The Customer warrants that it has entered into the Contract on its own behalf, and not as an agent for the Consumer or any other third party.

23. ASSIGNMENT

23.1. Neither Party shall assign the Contract or any part thereof or any benefit or interest thereunder without the prior written consent of the other Party, which shall not be unreasonably withheld.

24. SURVIVAL

24.1. The provisions of the Contract which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of the Contract shall survive after termination.

25. GOVERNING LAW

25.1. The Contract shall be governed by and construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English Courts in respect thereof.