

# Terms and Conditions

- 1. Law.** Acceptance of this offer constitutes a Contract, made in England and subject to the laws of England and Wales and the sole jurisdiction of the courts of England and Wales, between the Subscriber and Ricardo Energy & Environment a trading name of Ricardo-AEA Ltd ("Ricardo Energy & Environment").
- 2. Payment Terms.** All charges payable to Ricardo Energy & Environment are due within 30 days from the date of the invoice and must be paid in full. The Subscriber agrees to pay and bear any sales, value-added, withholding or other similar taxes imposed by applicable law that the Subscriber must pay based on the Services.
- 3. Rights Granted and Ownership.** Upon payment of the subscription, the Subscriber will have non-exclusive, non-assignable, royalty free licence to use for Subscriber's internal business operations, anything developed by Ricardo Energy & Environment and delivered to the Subscriber under this Contract. The Subscriber's right to use any Ricardo Energy & Environment trademark and/or logo is limited to such purposes; any other use requires the prior written consent of Ricardo Energy & Environment. Ricardo Energy & Environment and its subcontractors retain ownership of and all intellectual property rights to anything developed and delivered under this Agreement.
- 4. Warranty, Disclaimer and Exclusive Remedy.** Ricardo Energy & Environment warrants that the Services will be provided with reasonable care and skill consistent with industry standards. The Subscriber must notify Ricardo Energy & Environment of any warranty deficiencies within 30 days from performance of the Services. For any breach of the warranty, the Subscriber's exclusive remedy, and Ricardo Energy & Environment's entire liability, shall be the re-performance of the deficient Services, or if Ricardo Energy & Environment cannot substantially correct a breach in a commercially reasonable manner, the Subscriber may end the relevant Services and recover the fees paid to Ricardo Energy & Environment for the deficient Services. To the extent permitted by law, this warranty is exclusive and all other warranties, conditions or terms whether express or implied are expressly excluded, including warranties or conditions of merchantability, satisfactory quality and fitness for purpose.
- 5. Intellectual Property Rights Indemnity.** If a third party makes a claim against either the Subscriber or Ricardo Energy & Environment (as the case may be "Recipient") that any information, specification, data, or material ("Material") furnished by either Ricardo Energy & Environment or the Subscriber (as the case may be "Provider") and used by the Recipient infringes its intellectual property rights, the Provider will indemnify the Recipient against the claim if the Recipient (i) notifies the Provider promptly in

writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by law); (ii) gives the Provider sole control of the defence and any settlement negotiations; and (iii) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim. If the Provider believes or it is determined that any of the Material may have infringed a third party's intellectual property rights, the Provider may choose to either (i) modify the Material to be non-infringing, (ii) obtain a license to allow for continued use, or (iii) if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of the applicable Material and refund any fees the Recipient may have paid for it. If an infringement claim materially affects Ricardo Energy & Environment's ability to meet its obligations under this Contract, then Ricardo Energy & Environment may, at its option, upon 30 days prior written notice, terminate the Contract. Ricardo Energy & Environment will not indemnify the Subscriber if (i) it alters the Material or uses it outside the scope of this Contract, if the infringement claim could have been avoided by using the unaltered version of the Material and/or (ii) to the extent that an infringement claim is based upon any information, specification, instruction, data, or material not furnished by Ricardo Energy & Environment or the combination of Materials with any products or services not provided by Ricardo Energy & Environment. This clause provides the parties' exclusive remedy for any infringement claims or damages.

**6. Limitation of Liability.** Nothing in this Contract shall limit either party's liability for personal injury or death caused by its negligence, or its liability in the tort of deceit. Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Ricardo Energy & Environment's maximum liability for any damages arising out of or related to this Contract or Subscriber's order, whether in contract, tort, or otherwise, shall be limited to the greater of fifty thousand pounds (£50,000) or the fees paid and payable under Contract. The parties each confirm that all the exclusions and limitations of liability set out in this **clause** are fair and reasonable having regard to all the relevant circumstances.

**7. Termination.** If either party breaches a material term of this Contract and fails to correct the breach within 30 days of written specification of such breach, the other party may terminate the affected services with five days written notice. Either party may terminate the contract upon written notice to the other party in the event that: (i) a proposal is made for a voluntary arrangement of the other party or any other composition scheme or arrangement is made with its creditors or a shareholders' meeting is convened a petition is presented for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) or a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets, or a

moratorium comes into force or it is or becomes insolvent; (ii) the other party undergoes a change in control within the meaning of section 416 of the Income and Corporation Taxes Act 1988. Upon termination, the Subscriber must pay, within 30 days, all charges and expenses which may have accrued as well as all sums remaining unpaid for any Services received under this Contract, plus related taxes and expenses. Provisions that survive termination or expiration include those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

**8. Cancellation.** If we are unable to secure the necessary subscription renewals then Ricardo Energy & Environment reserve the right to cancel and refund any payments to members for the new subscription year, on a pro-rata basis.

**9. Force Majeure.** Ricardo Energy & Environment shall not be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; epidemic or pandemic; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of Ricardo Energy & Environment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This clause does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Subscriber's obligation to pay for services provided.

**10. Third Party Rights.** Ricardo Energy & Environment is an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties. Each party will be responsible for paying its own employees, including employment related taxes and insurance. A person who is not a party to this Contract has no rights under the Contract (Rights of Third Parties) Act of 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**11. Assignment.** The Subscriber may not assign this Contract or give or transfer any Services, deliverables or an interest in them to another individual or entity.

**12. Modern Slavery.** Ricardo Energy & Environment shall:

- (i) comply with the Modern Slavery Act 2015;
- (ii) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (iii) maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Modern Slavery Act 2015."

**13. Anti-Bribery.** Ricardo Energy & Environment and the Subscriber shall:

- (i) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 & 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- (iii) maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

**14. Entire Agreement.** The Subscriber agrees that this Contract and the information which is incorporated into this Contract by written reference is the complete agreement for the Services ordered by the Subscriber and that this Contract supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this Contract excludes or limits either party's liability for deceit or fraudulent misrepresentation. If any term of this Contract is found to be invalid or unenforceable, the remaining provisions will remain effective. **It is expressly agreed that the terms of this Contract shall supersede the terms in any purchase order or other non-Ricardo Energy & Environment document and no terms included in any such purchase order or other non-Ricardo Energy & Environment document shall apply to the Services.** This Contract may not be modified and the rights and restrictions may not be altered or waived except in writing signed by authorised representatives of the Subscriber and Ricardo Energy & Environment. Any notice required under this agreement shall be provided to the other party in writing. Address for notices to Ricardo Energy & Environment: Gemini Building, Fermi Avenue, Harwell, Oxon. OX11 0QR, Attention: Commercial Manager.