



Standard Terms & Conditions of Sale

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in these Conditions.

a) Definitions:

“GREEN NET ZERO LIMITED” means Green Net Zero Limited (UK) Limited.

“Charges” means the charges detailed in the Quotation (or as per agreement provided) is payable in consideration of the supply of Goods and/or Services.

“Contract” means the contract between GREEN NET ZERO LIMITED and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

“Conditions” the terms and conditions set out in this document as amended from time to time in accordance with clause 26.

“Contract Date” means the date on which the order is instructed by the customer, or the Work Order is signed by the Customer.

“Client” means the instructor, or the party detailed in the Work Order.

“Force Majeure Event” means any act of government or state, civil commotion, epidemic, fire, flood, industrial action, or organised protests by third parties, natural disaster, war, failure of electronic systems, damage to or failure of any third party’s computer Goods, software, connectivity, network or telecommunications systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations.

“Goods and/or Services” means the goods and/or services detailed in the quotation, instruction from the customer or the Work Order.

“Payment Terms” means the payment terms detailed in the Quotation, Work Order and/or Scope of Work Document defaulted to 14 days when unspecified.

“Property” means any property referred to in the Quotation, Work Order or Scope of Work Document.

“Scope of Work Document” means the document based on the Work Order, comprising (without limitation) a project summary, a project schedule, a resource schedule, contact details and statements of data provisioning and project requirements, customer responsibilities, identified risks, contingency planning, and a high-level baseline plan.

“Service Levels” means the service levels detailed in the Quotation, Work Order or Scope of Work Document relating to the supply of Goods and/or Services.

“Term” means the duration of the Contract referred to in the Quotation, Work Order, such term commencing on a date which is reasonably notified by GREEN NET ZERO LIMITED to the customer as the project live date.

b) Interpretation:

- Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time.
- References to any gender includes any other gender and the singular includes the plural and vice versa.
- The headings are for ease of reference only and shall not affect the construction or interpretation.



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- The following order of priority shall be applied to the interpretation of these terms and conditions of business:
 - (i) Any written agreement between the Parties where the Parties agree that any of the provisions in these Conditions should be superseded with an express reference to this clause.
 - (ii) GREEN NET ZERO LIMITED's quotation and documents (if any) incorporated by express reference to this clause.
 - (iii) This Contract.
 - (iv) These Conditions.

2. Scope

- 2.1.1 If the Quotation or Work Order specifies a requirement for the same, GREEN NET ZERO LIMITED shall prepare a Scope of Work Document. If a Scope of Work Document is prepared, the Customer acknowledges that the scope of the Goods and/or Services and applicable Charges may change.
- 2.1.2 The Customer will be given the opportunity to agree to any changes to the Goods and/or Services and Charges by signing the Scope of Works Document.
- 2.1.3 In consideration for payment of the Charges, GREEN NET ZERO LIMITED shall subject to these terms and conditions of business, supply the Goods and/or Services:
 - 2.1.4 in accordance with the Work Order; or
 - 2.1.5 if a Scope of Works Document has been signed, in accordance with the Quotation, Work Order and any Scope of Work Document.

3. Performance

- 3.1 GREEN NET ZERO LIMITED shall deliver the Goods and/or Services detailed in the Quotation and/or Contract using:
 - 3.1.1 Appropriate skill and care; and
 - 3.1.2 Resources and materials that are suitable, skilled, and experienced in the relevant subject areas.
- 3.2 GREEN NET ZERO LIMITED shall use all reasonable commercial endeavours to perform the Contract in accordance with the Service Levels detailed within the contract. If there are no Service Levels, GREEN NET ZERO LIMITED will use all reasonable endeavours to perform the Contract within a reasonable time frame.
- 3.3 Performance of the Contract is strictly dependent upon GREEN NET ZERO LIMITED being granted full and unhindered access to all relevant data and where necessary individual Properties. The Customer shall allow or procure for GREEN NET ZERO LIMITEDS access to the Property.
- 3.4 GREEN NET ZERO LIMITED employees are restricted to working in environments that do not put the employee or others in un-necessary danger due to outside influence impacting the work area or reasonable doubt regarding building structures, health and safety issues and general dangerous work areas. GREEN NET ZERO LIMITED trains all staff to be competent in the decisions regarding these circumstances.
- 3.5 Abortive Charges Abortive charges apply to all services cancelled with less than 48 hours' notice ahead of site survey date at a rate of 50% of the quoted rate. Those cancelled within less than 24 hours will be subject to a 100% charge of the quoted rate.



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4. Client Responsibilities

- 4.1 The Client will ensure that GREEN NET ZERO LIMITED personnel are representatives are always provided a safe and secure work environment while they are on the Site to enable work to be carried out.
- 4.2 The Client shall provide on request, a suitably qualified or informed representative, agent or employee to accompany GREEN NET ZERO LIMITED's personnel when providing the Services or use its best endeavours to procure that GREEN NET ZERO LIMITED's personnel have unrestricted access to the Site to perform the Services effectively.
- 4.3 The Client shall disclose forthwith in writing to GREEN NET ZERO LIMITED all facts which are material to the provision of the Services and of which the Client and any of its directors, officers or employees are or ought reasonably to be aware, all information so provided shall be accurate and complete.
- 4.4 The Client shall upon GREEN NET ZERO LIMITED's request furnish to GREEN NET ZERO LIMITED sufficient information which, in GREEN NET ZERO LIMITED's reasonable opinion, will enable the Services to be carried out forthwith and without interruption. The Client shall be responsible for and bear the cost of any modification to the scope of the Services arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by the Client.
- 4.5 Failure by the Client to comply with this Clause 4 shall not give rise to any liability on the part of GREEN NET ZERO LIMITED for such failure or the consequences thereof.

5. Reports

- 5.1 Any reports, certificates or other documentation produced by GREEN NET ZERO LIMITED will be presented to the Customer electronically. GREEN NET ZERO LIMITED are committed to reducing its carbon footprint and the cost to produce hard copies of any documentation is considered as over and above the Charges. GREEN NET ZERO LIMITED will charge additional administration and material costs to cover any hard copies produced and postage costs.
- 5.2 GREEN NET ZERO LIMITED will send reports or other documentation using the frequency and forwarding details identified in the Quotation, Work Order or Scope of Work Document. Should there be no forwarding details, such reports or other documentation will be sent to the property where the data gathering exercise was carried out.
- 5.3 GREEN NET ZERO LIMITED will not be held responsible for any failure of the Customer to collect, read, or act on the recommendations contained within any report delivered to the Customer.

6. Scientific Analysis & Accuracy

- 6.1 Any results provided by GREEN NET ZERO LIMITED comprising advice, data and conclusions are based on information supplied by the Customer and evidence known at the time to GREEN NET ZERO LIMITED.
- 6.2 All data provided, conclusions reached, or recommendations made by GREEN NET ZERO LIMITED rely on regulatory, government databases and/or algorithms scientific and/or engineering concepts, disciplines and procedures used or adopted by GREEN NET ZERO LIMITED and GREEN NET ZERO LIMITED does not warrant that the same will necessarily be achieved by other parties,



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or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Customer has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

- 6.3 GREEN NET ZERO LIMITED reserve the right to charge an annual fee to customers for any data retention facility, should the customer refuse to pay the annual charge the data will be archived, and a copy sent to the customer when required, GREEN NET ZERO LIMITED will charge an administration charge to produce the data copy.

7. Intellectual Property Rights & Licence

- 7.1 All Intellectual Property Rights owned or used by GREEN NET ZERO LIMITED in the performance of the Contract shall remain vested in GREEN NET ZERO LIMITED, sub-Contractors or suppliers. Except as provided, the Customer shall not acquire any rights, title or interest in such Intellectual Property Rights.
- 7.2 All Intellectual Property Rights created or arising under the Contract shall vest absolutely in GREEN NET ZERO LIMITED.
- 7.3 If the Contract encompasses access to any software owned or managed by GREEN NET ZERO LIMITED, it grants to the Customer a non-exclusive, terminable right and licence to utilise such software for the Term.

8. Invoices and Payment

- 8.1 All invoices shall be raised and paid in accordance with the Payment Terms unless otherwise agreed in writing and detailed in an appropriate payment profile.
- 8.2 In the absence of any Payment Terms, GREEN NET ZERO LIMITED shall issue invoices for payment on completion of agreed works, or provision of reports.
- 8.3 All invoices shall be payable by the Customer or third party acting on behalf of the client within fourteen 14 days of issue.
- 8.4 Time for payment of the Charges shall be of the essence.
- 8.5 No payment shall be deemed to have been received until GREEN NET ZERO LIMITED has received cleared funds.
- 8.6 All outstanding payments due to GREEN NET ZERO LIMITED under the Contract shall become due immediately on its termination despite any other provision.
- 8.7 The Customer shall make all payments due under the Contract, in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by GREEN NET ZERO LIMITED to the Customer.
- 8.8 The Customer shall be liable to pay interest on any outstanding amount at 2.5% per calendar month to GREEN NET ZERO LIMITED on any such sum from the due date for payment, accruing daily until payment is received whether before or after any judgment.
- 8.9 Reasonable expenses will be added at the time of invoicing, which may include but are not restricted to accommodation and meals, mileage, travel costs and parking.
- 8.10 GREEN NET ZERO LIMITED reserves the right to charge the Customer on a time and materials basis (with reference to its current hourly rate, details of which are communicated to the Customer from time to time) if:



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- 8.10.1 A service which forms part of the Contract is cancelled, postponed, or re-arranged on less than one (1) days' notice; a 30% cancellation fee will apply for none started works with a minimum charge of £30.
 - 8.10.2 If administrative resources have been utilised to attempt to schedule a survey, prior to cancellation, a 15% booking fee may apply.
 - 8.10.3 A service which forms part of the Contract is performed outside the normal working hours of Monday to Friday 8:30am to 5pm or any agreed project plan.
 - 8.10.4 GREEN NET ZERO LIMITED cannot gain access to the relevant data, Property and/or the necessary personnel.
 - 8.10.5 Any necessary services required are different to the services agreed as part of the Contract.
 - 8.10.6 All pricing assumes a suitable floorplan will be made available for EPCs and DEC's, where not provided additional charges may be incurred.
- 8.11 GREEN NET ZERO LIMITED reserve the right to suspend performance of the Contract until such a time that any outstanding invoices have been settled. For the avoidance of doubt, during the suspension of the Contract:
- 8.11.1 No Goods and/or Services may be supplied.
 - 8.11.2 GREEN NET ZERO LIMITED shall have no obligation to comply with any Service Levels.
- 8.12 Relodgement charges – Should the customer wish to change the address to something they didn't specify at order stage then this will incur a relodgement cost and will be charged a relodgement cost and an administration cost of £30.00.

9. Confidentiality

- 9.1 Each Party agrees not to, and shall ensure that its employees, agents and advisors do not, disclose to third parties, any confidential or proprietary information arising or disclosed pursuant to this Agreement (including information not generally known to the public, such as without limitation technical, development, marketing, sales, operating, performance, cost, know-how, business and process information or computer programming techniques), except: (i) with the prior written permission of the Party to whom such information belongs; (ii) as required by applicable law or regulation or pursuant to a court order or direction of any government authority or regulatory body; or (iii) where the information is already known to, or obtained by independent means, or independently developed, by the recipient, or is already in the public domain through no fault of the recipient
- 9.2 GREEN NET ZERO LIMITED shall not use the name, any adaption of the name, any logo, trademark or other device of the Customer, or any part of it, in any advertising, promotional or sales materials without the prior written consent of the Customer.
- 9.3 The obligations under this clause 9 shall survive the termination of this Contract.



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10. Liability of Parties

- 10.1 The Customer shall keep GREEN NET ZERO LIMITED, its personnel and agents fully and effectively indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Customer, its employees, agents or servants, and shall pay to GREEN NET ZERO LIMITED all reasonable costs, charges and losses sustained or incurred by GREEN NET ZERO LIMITED as a result of GREEN NET ZERO LIMITED being prevented or delayed from performing its obligations under this Agreement by reason of any act or omission of the Customer, its employees, agents or servants.
- 10.2 Except as expressly provided in this Contract, all terms, conditions, warranties, undertakings, or representations whether express, implied, statutory, or otherwise relating in any way to the Services or to this Contract are excluded. Without limiting the generality of the foregoing, GREEN NET ZERO LIMITED shall not be under any liability to the Customer for any loss of profit (actual or anticipated), loss of use, loss of production, loss of contracts, loss of opportunities, loss of revenue, cost of capital, costs of replacement, loss of goodwill, loss of reputation, loss of information or data, loss from any third party contracts, loss due to business interruption, loss of interest, contractual claims from third parties or any indirect, incidental, special or consequential losses or damages arising from or in connection with its performance or non-performance under this Contract and whether in equity (including restitution), contract, tort (including negligence), breach of statutory duty, misrepresentation, or in any other way. This Clause 10.2 shall apply to the benefit of GREEN NET ZERO LIMITED's personnel, GREEN NET ZERO LIMITED's affiliates and GREEN NET ZERO LIMITED's sub-contractors.
- 10.3 Notwithstanding any other provision of this Contract GREEN NET ZERO LIMITED's total cumulative liability for any act or omission, whether in equity (including restitution), contract, tort (including negligence) or breach of statutory duty, misrepresentation, or in any other during the Term of this Contract shall not exceed in the aggregate the Fee payable under this Contract. This Clause 10.3 shall apply to the benefit of GREEN NET ZERO LIMITED's personnel, GREEN NET ZERO LIMITED's affiliates and GREEN NET ZERO LIMITED's sub-contractors.

11. Warranties

- 11.1 GREEN NET ZERO LIMITED warrants that:
- a) it will provide the Services in a proper, workmanlike and professional manner always.
 - b) it will exercise the reasonable standards of skill, care, and diligence in the performance of the Services.
 - c) it will retain enough personnel with the expertise required to provide the Services; and
 - d) its personnel possess the required skills and experience required to provide the Services.



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12. Force Majeure

- 12.1 GREEN NET ZERO LIMITED shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of GREEN NET ZERO LIMITED 's obligations in relation to the Services, if the delay or failure was due to force majeure. For the purposes of this clause, force majeure shall mean any unforeseen event beyond the reasonable control of GREEN NET ZERO LIMITED such as, but not limited to any act of God, act of government or any authorities, hostilities between nations, war, riot, civil commotions, civil war, insurrection, blockades, national emergency, fires, explosion, flooding, hurricane or other exceptional weather conditions or natural disaster, acts of terrorism, accidents, sabotages, strikes, shortages in material or supply, infectious diseases, epidemics, as well as travel restrictions or travel warnings due to any such events. If any delay in performing, or any failure to perform the Agreement is caused by the delay of a subcontractor of GREEN NET ZERO LIMITED and is beyond the control and without the fault or gross negligence of GREEN NET ZERO LIMITED, GREEN NET ZERO LIMITED shall incur no liability for such delay.
- 12.2 If such delay or failure continues for at least three (3) months, the other party may terminate this Contract immediately with written notice. In such event, the Customer shall pay GREEN NET ZERO LIMITED a reasonable sum in relation to Services already rendered and costs and expenses incurred prior to termination.

13. Termination and/or suspension of Services

- 13.1 GREEN NET ZERO LIMITED shall be entitled to (i) terminate the Contract or suspend any further Services under the Contract without any liability to the Client, and (ii) demand that the Fee, Additional Charges or balance thereof shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (iii) retain any security given or monies paid by the Client and apply the said security or monies against the assessed loss and damages, if any, suffered by GREEN NET ZERO LIMITED, in the event that:
- 13.1.1 the Client is in breach of the Contract; or the Client makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or has an order made or resolution passed for such winding-up or shall otherwise become insolvent or make such proposal, assignment or arrangement for the benefit of its creditors or have a receiver or manager appointed over its affairs or have an application made to court for the appointment of a judicial manager or be placed under a judicial management order; or
- 13.1.2 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Client; or
- 13.1.3 the Client ceases, or threatens to cease, to carry on business; or
- 13.1.4 there is a change in control of the Client which in the reasonable opinion of GREEN NET ZERO LIMITED adversely affects the position, rights, or interests of the Client. (For the



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- purpose of this sub-clause, “control” means the ability to direct the affairs of another whether by virtue of Contract, ownership of shares, or otherwise howsoever); or
- 13.1.5 in the reasonable opinion of GREEN NET ZERO LIMITED, there occurs a material change in the financial position of the Client which is likely to affect the Client’s ability to perform its obligations under the Contract; or
- 13.1.6 GREEN NET ZERO LIMITED reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly.
- 13.2 Termination of the Contract by GREEN NET ZERO LIMITED shall not discharge the Client from any existing obligation accrued due on or prior to the date of termination.
- 13.3 The rights and remedies granted to GREEN NET ZERO LIMITED pursuant to the Contract are in addition to, and shall not limit or affect, any other rights or remedies available at law or in equity.

14. General

- a) Severance - If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- b) No partnership or agency - Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- c) Entire agreement - The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- d) Third party rights - Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- e) Governing law & Jurisdiction - The Contract, and any dispute or claim (including noncontractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

15. Referral Payments

Green Net Zero Limited may receive referral payments or commissions from suppliers or third parties for introducing customers who place orders or enter into agreements with those suppliers or third parties. These payments are received as part of Green Net Zero Limited's business arrangements and do not impact the Charges payable by the customer for Goods and/or Services under this Contract.



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