

We, Tokamak Energy Ltd (the "Company" order with a formal order purposes. If we order goods or services acceptable contract variation. Failing "we", "us", "our"), only purchase goods, acknowledgement in writing that is then, unless otherwise stated, our notice under one of the two preceding rights and services ("Deliverables") on duly signed by each parties' respective order includes any legal (and for the sentences our proposed change will be these terms and conditions ("the authorised representatives or (if later) avoidance of doubt beneficial) rights deemed to have been accepted, and Terms") from you ("you", "your") the when we accept Performance by you necessary to use those goods or the contract will be deemed to have seller ((you and the Company together, services for their intended purposes. As been varied with immediate effect to the "the parties"). If you accept our order it for those intended purposes, see reflect the requested specification standard terms. If you act in a manner section 6.3. References in these Terms change with no price increase. What calculated to appear as an acceptance to "Performance" are to complete amounts to "prompt" notice for this of our order, that will act as an description of Deliverables will be as hours of days which are Saturdays, necessary to use those goods or the contract will be deemed to have acceptance and you will be bound by 2.1.1 exclusive of any applicable VAT specified in our order and these Terms Sundays or are recognised bank our Terms, regardless of any (which will be payable by us subject to receipt of a valid VAT invoice); 2.1.2 or as agreed by us in writing, subject to obligations as described in these Terms. you and urgency for us, but not in any inconsistency in your own small print. If you wish to reject our order and make a inclusive of all charges for packaging, or performance of Deliverables to or at which then in full accordance with your proposed change. In no event, agreed counteroffer you MUST therefore reply to our order in words explicitly and packing, shipping, carriage, import and delivery, commissioning representations (see section 6.1). or not, will we be liable to you in respect clearly indicating rejection no later than three (3) business days after our offer. Equally, if you make a counter-offer which is not clearly labelled as such (or as a rejection of our order) no subsequent behaviour of ours, in accepting Performance, can be taken to imply any acceptance by us of that counter-offer. These Terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company.

## 1. The Contract

1.1 Our entire agreement with you, our supplier, will comprise our express written order and these Terms.

1.2. We will deal with you in reliance on these Terms, so be aware that our purchase of Deliverables, meaning our acceptance of contractual performance

by you - does not imply acceptance of any terms that are different to our Terms. You shall indemnify us against any consequence of your seeking to rely on any contractual terms, or any statement, understanding or representation which is not contractually agreed as set out in this section 1. For purposes of this section, written agreement can be

communicated by pre-paid post, fax or e-mail, save that we never accept small print terms communicated by fax, on grounds of uncertain legibility.

1.3 If any of the terms of the contract conflict with or contradict each other those terms will over-ride each other in the following order of priority: (1) any express written agreement from us; (2) our order; (3) these Terms. In the absence of any other express written agreement, our order and these Terms shall constitute the entire agreement in relation to the subject matter between the parties.

1.4 We are not contractually bound until we place a formal order and then only to the extent of the issues specifically covered by that order or in writing signed by a director. We will only be contractually bound to you when you accept our

order includes any legal (and for the sentences our proposed change will be avoidance of doubt beneficial) rights deemed to have been accepted, and necessary to use those goods or the contract will be deemed to have services for their intended purposes. As been varied with immediate effect to for those intended purposes, see reflect the requested specification section 6.3. References in these Terms change with no price increase. What to "Performance" are to complete amounts to "prompt" notice for this performance of all your contract purpose will depend on feasibility for obligations as described in these Terms. you and urgency for us, but not in any acceptance and you will be bound by 2.1.1 exclusive of any applicable VAT specified in our order and these Terms Sundays or are recognised bank our Terms, regardless of any (which will be payable by us subject to receipt of a valid VAT invoice); 2.1.2 or as agreed by us in writing, subject to obligations as described in these Terms. you and urgency for us, but not in any inconsistency in your own small print. If you wish to reject our order and make a inclusive of all charges for packaging, or performance of Deliverables to or at which then in full accordance with your proposed change. In no event, agreed counteroffer you MUST therefore reply to our order in words explicitly and packing, shipping, carriage, import and delivery, commissioning representations (see section 6.1). or not, will we be liable to you in respect clearly indicating rejection no later than three (3) business days after our offer. Equally, if you make a counter-offer which is not clearly labelled as such (or as a rejection of our order) no subsequent behaviour of ours, in accepting Performance, can be taken to imply any acceptance by us of that counter-offer. These Terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company.

## 2. Price

2.1 The price of the Deliverables will be as stated in our order and, unless otherwise stated, will be:

2.1.1 exclusive of any applicable VAT (which will be payable by us subject to receipt of a valid VAT invoice); 2.1.2 or as agreed by us in writing, subject to obligations as described in these Terms. you and urgency for us, but not in any inconsistency in your own small print. If you wish to reject our order and make a inclusive of all charges for packaging, or performance of Deliverables to or at which then in full accordance with your proposed change. In no event, agreed counteroffer you MUST therefore reply to our order in words explicitly and packing, shipping, carriage, import and delivery, commissioning representations (see section 6.1). or not, will we be liable to you in respect clearly indicating rejection no later than three (3) business days after our offer. Equally, if you make a counter-offer which is not clearly labelled as such (or as a rejection of our order) no subsequent behaviour of ours, in accepting Performance, can be taken to imply any acceptance by us of that counter-offer. These Terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company.

2.2 If we will be reliant on you for any supplies of maintenance, training, spare parts, consumables or other goods, be allowed to inspect any contract to, this subsection.

2.3 If we will be reliant on you for any rights or services to benefit fully from the Deliverables ("Follow-on Deliverables") then it is a condition of

these Terms that you shall provide those Follow-on Deliverables or procure them to be provided, for at least 12 months following full Performance, at fair and reasonable prices which take no advantage of our dependence on you for their supply.

2.4 To protect our business we may manufacture and storage by you need, sometimes urgently, information (before risk and title pass) so long as we as to precisely how Deliverables were request an inspection by reasonable performed, and as to all relevant notice. If, as a result of the inspection, activities of any suppliers or sub-contractors of yours. You will meet any we are not satisfied that the quality of contractors of yours. You will meet any goods or the standards of their reasonable such request as soon as manufacture, storage or handling reasonably possible and will keep conforms with the contract, you will records adequate for that purpose for take such steps as are necessary to at least two years after completion of ensure compliance. If we can Performance. Without limitation, these demonstrate non-conformance with records must provide full traceability the specification this will be treated as for all goods comprised in, or used in a repudiatory breach of a condition of making, any contract goods which are in the contract by you in supplying the any respect safety-critical. They must Deliverables, provided . also demonstrate compliance of the

2.5 If, before Performance has occurred contract work with all legal or in the relevant respect, we notify you in regulatory requirements and with all writing of any change in desired contractually binding quality and specification (including as to quality and Performance standards. time frame) you will respond as follows.

2.6 You shall comply with any We appreciate that a change may affect reasonable requirements we may have the contract price or may even be as regards the packaging and packing of unachievable. If the change would any contract goods, and as to reduce your costs, the contract price information to be displayed on will be reduced by us acting reasonably packaging or included on dispatch to fairly reflect that saving. If the documentation and bills of lading. change would increase your costs you Subject to that, you will ensure that all may notify us promptly, in writing, of a packaging, packing, labelling and proposed revision of the contract price documentation is such as to ensure full fairly and proportionately reflecting any compliance with legal requirements unavoidable such increased cost throughout the scheduled delivery (provided you have a duty to use all process.

2.7 reasonable endeavours to mitigate 5.8 You shall comply with all necessary your costs): you and we will then use requests for information as soon as our reasonable efforts to agree the reasonably practicable and without revised terms in full, including as to extra cost we receive from price, pending which the contract governmental and regulatory bodies variation will not take effect. If the which require us to procure change would for any reason be information from you in relation to any unachievable you may notify us of that of the Deliverables.

2.8 promptly and in writing, with reasons: again, both parties will then use 5.9. Delivery and risk reasonable efforts to reach a mutually

2.9 This document is uncontrolled once printed, copied, or e-mailed. Doc#: TE-F-048 - Standard Purchase Order Terms and Conditions, V2.0 Page 1 of 3



8.3 Your business will be treated for this help our competitors, poach our staff or 9.3 Our relationship is as independent release of the provision which you purpose as having failed if: disparage our reputation. This contractors only, not as partners or as breached. No delay by us in you make any voluntary arrangement restriction will apply until the fifth principal and agent. enforcement, and no toleration shown with your creditors; (being an anniversary of the contract date and 9.4 The contract is non-assignable by by us, is to imply any waiver or individual or firm) you become does not apply to information which you. It is assignable by us only to a compromise of our rights. bankrupt; 8.3.3 (being a company) you was demonstrably public knowledge at group company, that is a company in 9.6 If any provision of these Terms is become subject to an administration the time of usage by you. 9.2 Whether the same ultimate beneficial ownership held by competent authority to be order or go into liquidation; 8.3.4 any during this Agreement or after its You may sub-contract or delegate invalid or unenforceable in whole or in third party takes possession of, or conclusion, neither you nor us shall, Performance in particular respects part the validity of the other Terms and enforces rights over, any of your unless we both agree in writing: (subject to you providing us with a list of the remainder of the provision in property or assets under any form of 9.2.1 publicise in any media or public and detail of subcontractors as soon as question will not be affected. Every security; you stop or threaten to stop announcement information regarding reasonably practicable further to our provision is severable from every other. carrying on business; 8.3.5 you suffer the existence or terms of this request) but not generally and not as 9.7 Any written notice under these any process equivalent to any of these, Agreement or the obligations being regards your responsibility to us, nor Terms will be deemed to have been in any jurisdiction; or 9.2.3 use our name in any promotional respect. performed hereunder; official postal service, or if sent by fax 8.3.6 we reasonably believe that any of 9.2.4 have any dealings whatsoever with the press or other media relating the behaviour been yours, would have this case only on evidence of successful 8.4 Any right of cancellation or suspension under this section is to the business, products, research, breached the contract. We hold the transmission and only if the parties additional to any rights available to us services or Confidential Information of contract on trust for ourselves and all have regularly communicated on under the law of any relevant ours and in particular shall not disclose associates of ours, and the contract is contract matters by that e-mail route). jurisdiction. to the press or other media any made for the benefit of all of them so 9.8 The contract will be governed by the information whatsoever concerning us that you will be liable for damage laws of England and Welsh, and you including in relation to the Goods/ caused to our associates as well as submit to the exclusive jurisdiction of 9.1 Both parties will keep strictly confidential all confidential information disclose on any website, including but this purpose are any parent company or we may elect to bring proceedings in which they are supplied by the other or not limited to social media sites, any ultimate controlling shareholder and the country where you are their customers, and use that information whatsoever concerning us any company owned by either. incorporated+. information only for the performance, including for the avoidance of doubt 9.5 No waiver by us of any breach of in good faith, of their contractual Confidential Information and contract by you will be considered as a obligations. By way of illustration only, information relating to the Goods/ waiver of any subsequent breach of the you may not use such information to Services being provided.

**9. Enforcement**

9.1 Both parties will keep strictly confidential all confidential information disclose on any website, including but this purpose are any parent company or we may elect to bring proceedings in which they are supplied by the other or not limited to social media sites, any ultimate controlling shareholder and the country where you are their customers, and use that information whatsoever concerning us any company owned by either. incorporated+. information only for the performance, including for the avoidance of doubt 9.5 No waiver by us of any breach of in good faith, of their contractual Confidential Information and contract by you will be considered as a obligations. By way of illustration only, information relating to the Goods/ waiver of any subsequent breach of the you may not use such information to Services being provided.