

TERMS AND CONDITIONS OF SALE, SUPPLY AND INSTALLATION
HV / LV ELECTRICAL CONTRACTING — BUSINESS-TO-BUSINESS ONLY**IMPORTANT — These terms are intended for contracts with businesses, public bodies and other organisations, not consumers.**

Version date: 2 September 2026

These terms form part of each quotation issued by Orion Power Solutions Ltd. A project-specific quotation, scope, programme or agreed schedule takes priority where it expressly conflicts with these terms; otherwise these terms apply.

Commercial particulars to confirm in each quotation

Quotation validity	30 days unless the quotation states otherwise
Payment	Stage payments stated in the Quotation; otherwise 14 days from invoice, subject to any mandatory statutory payment regime
Defects period	12 months from Completion unless stated otherwise
Liability cap	As stated in the Quotation; otherwise the Contract Price, subject to clause 17
Professional indemnity insurance	£1,000,000
Employers' liability insurance	£10,000,000
Public liability insurance	£5,000,000

1. Definitions and interpretation

- 1.1 "Company" means Orion Power Solutions Ltd. "Customer" means the organisation named in the Quotation. "Contract" means the Quotation, accepted purchase order or other written acceptance, these terms and any documents expressly incorporated into them. "Authorised Person" or "AP" means a person appointed and authorised under the applicable electrical safety rules to perform specified duties on the relevant electrical system. "Senior Authorised Person" or "SAP" means a person appointed under the applicable safety rules with authority appropriate to the system and work involved. "System Owner" means the person or organisation responsible for ownership or control of the electrical system. "HV Safety Rules" means the Customer's, Company's, DNO/IDNO's or other applicable written electrical safety rules governing the Works, as identified for the project.
- 1.2 "Equipment" means transformers, HV or LV switchgear, protection and control equipment, cables, accessories, joints, terminations, earthing materials and other goods supplied under the Contract. "Works" means the design (if expressly included), supply, delivery, installation, jointing, terminating, testing, commissioning, energisation support and related services described in the Quotation.
- 1.3 "Completion" means completion of the Works stated in the Quotation, except for minor defects or omissions that do not materially prevent safe use. "Site" means the place where the Works are carried out or Equipment is delivered. "Variation" means an agreed change to the Works, price, sequence or programme.

2. Contract formation and order of precedence

- 2.1 A Quotation is an invitation to place an order and may be withdrawn before acceptance. A Contract arises only when the Company confirms acceptance in writing, begins performance, or otherwise expressly accepts the Customer's order.
- 2.2 The Customer's standard or purchase-order terms do not apply unless the Company expressly agrees to them in writing. In descending priority, the Contract comprises: an agreed Variation; the Quotation and schedules; these terms; and any other expressly incorporated document.

2.3 The Customer confirms it contracts in the course of business and not as a consumer. Nothing in these terms excludes rights that cannot lawfully be excluded.

3. Quotations, scope and assumptions

3.1 The price and programme rely on the information, drawings, loads, fault levels, protection data, surveys and access arrangements available at the Quotation date. The Customer is responsible for their accuracy and completeness unless the Company expressly agrees to verify them.

3.2 Unless expressly included, the Works exclude civil works, bases and plinths, trenching and reinstatement, builders' work, fire stopping, asbestos or contamination work, utility or DNO/IDNO fees, statutory consents, wayleaves, land rights, network studies, protection grading, temporary generation or supplies, lifting by others, making good decorative finishes, and the provision of Customer-owned network assets or equipment.

3.3 Quantities measured after award and provisional sums are adjusted to actual quantities and cost. Obvious clerical or arithmetical errors may be corrected. Quotations exclude VAT unless stated otherwise.

4. Design, specifications and technical standards

4.1 The Company is responsible for design only to the extent expressly identified in the Quotation. Any design is prepared with reasonable skill and care on the stated design basis. The Customer remains responsible for the accuracy and suitability of information, existing-system data, load requirements, fault levels, protection data and interface information supplied to the Company unless the Quotation expressly transfers that responsibility.

4.2 The Company may use technically equivalent compliant products where the specified item is unavailable, obsolete or subject to unreasonable delay, provided any material change is notified to the Customer. Manufacturer drawings and data remain subject to final approval and production tolerances.

4.3 The Works will comply, so far as applicable to the Works and the agreed scope, with applicable law and the standards and requirements identified in the Quotation, including the Electricity at Work Regulations 1989, applicable BS/EN standards, BS 7671 where applicable, relevant DNO/IDNO requirements, manufacturer instructions and the applicable electrical safety rules. A change in law, standard, network requirement or authority instruction after the Contract date that affects cost, design, sequence or programme is a Variation.

5. Customer responsibilities

5.1 The Customer must provide timely, safe and uninterrupted access; suitable welfare, lighting, water and power where reasonably required; secure and dry storage; permits, inductions and site information; accurate buried-service and as-built records; and a clear route for delivery, lifting and installation.

5.2 Each party shall comply with the duties applicable to it under the Construction (Design and Management) Regulations 2015 and other applicable health and safety legislation. The Customer shall provide the pre-construction information and site information reasonably required for the Works and shall coordinate other contractors under its control. Where the Company is appointed as principal contractor, contractor, designer or principal designer, it shall perform the statutory duties applicable to that role. Nothing in these terms transfers or removes a statutory duty from the party upon whom the law places it.

5.3 The Customer must disclose asbestos, contamination, hazardous atmospheres, live services, earthing hazards, induced voltages, confined spaces, access restrictions and other unusual risks. The Company may stop work where conditions are unsafe or materially differ from the information supplied.

6. Electrical safety, isolations and permits

- 6.1 Unless the Quotation states otherwise, the Customer remains responsible for ownership and overall control of its electrical system, network liaison, outage approval and system operating requirements. The party identified in the project documentation as System Owner/System Controller shall retain control of the electrical system unless control is formally transferred under the applicable HV Safety Rules. Only competent and authorised persons may carry out switching or issue, receive or cancel electrical safety documents.
- 6.2 Before work begins, the responsible system controller shall provide effective isolation, lock-off, proving dead, discharge and earthing in accordance with the applicable HV Safety Rules, together with any Permit-to-Work, Limitation of Access, Sanction for Test or other required safety document. Where the Company is responsible for isolation or switching, the relevant responsibility shall be expressly stated in the Quotation, switching programme or project safety documentation.
- 6.3 No Equipment or system shall be energised by or on behalf of the Company unless the required tests and safety checks have been satisfactorily completed, the relevant permits and safety documents are in place, protection and control settings have been approved where applicable, and the person controlling the system has authorised energisation. The Company may refuse to energise or suspend work where, in its reasonable opinion, the system, isolation, earthing, equipment, access, information or working conditions are unsafe or unsuitable. Such refusal or suspension shall not constitute a breach by the Company.

7. Delivery, off-loading, storage, risk and title

- 7.1 Delivery dates are estimates unless expressly stated as fixed. The Customer must provide safe access and suitable off-loading facilities. Aborted delivery, standing time, redelivery, special traffic management, cranes and abnormal-load costs not included in the Quotation are chargeable.
- 7.2 Risk in Equipment passes on delivery to the Site or other agreed place. If delivery is delayed at the Customer's request or due to Site conditions, risk passes when the Equipment is ready for delivery and the Customer must pay reasonable storage, insurance, handling and redelivery costs.
- 7.3 Title to Equipment does not pass until the Company has received all sums due for it. Until then, the Customer must identify and protect it and, so far as legally and practically possible, permit recovery. This clause does not authorise unsafe removal, entry without consent or removal contrary to third-party rights, and should be read subject to the law applying to goods incorporated into land or other equipment.

8. Programme, delay and extension of time

- 8.1 The programme begins only after the Company receives all required approvals, information, deposits and access. Manufacturer lead times are indicative and may change. Time is not of the essence unless expressly agreed in writing.
- 8.2 The Company is entitled to a reasonable extension of time and demonstrable additional cost for delay outside its reasonable control, including late information or approval, Customer or third-party acts, utility or DNO/IDNO constraints, delayed network studies or approvals, unavailable outages or switching windows, protection or interface issues, strikes, transport disruption, adverse weather, latent conditions, supply-chain delay and changes in law.
- 8.3 The Customer must promptly notify any event likely to affect the sequence or programme. Acceleration, resequencing, out-of-hours work and additional attendances require written agreement and are chargeable.
- 8.4 Liquidated or delay damages shall not apply unless expressly stated in the Quotation or other Contract document accepted by the Company. Where such damages are agreed, they shall be subject to any cap expressly stated in that document.

9. Variations and unforeseen conditions

- 9.1** A Variation may be instructed or agreed in writing, including by email. Where urgent action is reasonably required for safety or to prevent damage, the Company may act first and provide supporting details as soon as practicable.
- 9.2** Variations are valued using agreed rates, applicable Contract rates, or otherwise reasonable cost plus reasonable overhead and profit. They may alter the programme. The Customer must not unreasonably withhold confirmation of work requested or necessarily arising from inaccurate information or unforeseen conditions.
- 9.3** Rock, unstable ground, unidentified services, unsuitable cable routes or ducts, water ingress, contamination, asbestos, defective or obsolete existing equipment, non-compliant existing installations, inaccurate network data, incorrect or incomplete protection information, and access or lifting constraints not reasonably apparent at quotation are Variations.

10. Installation, jointing and terminations

- 10.1** Cables, joints and terminations will be installed to the agreed design and manufacturer requirements. The Customer must ensure ducts, trenches, supports, glands, boxes, sealing ends and interface equipment are ready, compatible and within stated tolerances unless included in the Works.
- 10.2** Where the Company works on Customer-supplied, DNO/IDNO-supplied or existing cable or equipment, the Company is not liable for latent defects, incorrect identification, prior damage, contamination, moisture ingress, deterioration, incorrect settings, incompatibility, inadequate ratings or other conditions that were not reasonably discoverable before or during the Works. If such a condition affects safe completion or testing, the Company may suspend the affected work and treat resulting work, delay and attendance as a Variation.
- 10.3** Cable lengths and routes are subject to Site measurement. Wasted or additional material caused by route changes, blocked ducts, unavailable equipment or incorrect Customer information is chargeable.

11. Earthing and interfaces

- 11.1** Earthing work is based on the stated soil data, fault level, clearing time, network configuration and design criteria. Unless expressly included, soil resistivity testing, earthing studies, step-and-touch modelling, transferred-potential assessment and specialist corrosion assessment are excluded.
- 11.2** Measured earth resistance or impedance depends on soil, weather, existing buried metalwork and network conditions. If the required value cannot reasonably be achieved using the quoted design, additional electrodes, conductors, treatment, excavation, testing or redesign are a Variation.
- 11.3** The Customer is responsible for identifying existing and third-party bonding interfaces, buried metallic services and network earthing arrangements unless the Company's design scope expressly includes their investigation and assessment. The Company does not warrant that an existing earthing system is adequate merely because it is connected to or tested during the Works.

12. Testing, commissioning and acceptance

- 12.1** The Company will perform the tests expressly included in the Quotation. Depending on the scope, these may include continuity and insulation resistance tests, cable sheath tests, cable testing, primary or secondary injection, transformer or switchgear tests, CT/VT tests, protection relay tests, earth resistance/impedance tests and functional tests. The Customer must provide approved settings, discrimination data, operational personnel, safe test access, auxiliary supplies, test permits and authority or network attendance where required.
- 12.2** Factory or Site acceptance testing is conducted to the agreed procedure. If the Customer does not attend after reasonable notice, the Company may proceed and the results are deemed witnessed. Repeat testing caused by Customer equipment, existing-system defects, changed settings, unavailable systems, failed third-party equipment, altered scope or third parties is chargeable.

12.3 The Works are accepted on Completion, beneficial use, energisation, or seven days after notice that they are ready for acceptance, whichever occurs first, except for notified material defects. Minor snagging does not delay Completion and will be remedied within a reasonable time.

12.4 Energisation is subject to satisfactory completion of the agreed testing and safety requirements and, where applicable, approval by the System Owner, DNO/IDNO or other network operator. The Company does not warrant a particular energisation date where energisation depends on a third party, network outage, authority, protection setting, existing equipment or other matter outside the Company's reasonable control.

13. Price, invoices and payment

13.1 The Customer must pay deposits, stage payments and final sums in accordance with the Quotation. If no period is stated, invoices are due within 14 days without set-off, deduction or counterclaim except where required by law. VAT is payable at the prevailing rate.

13.2 Applications, invoices and payment notices for a construction contract are subject to any mandatory statutory payment regime. The parties will comply with applicable requirements for due dates, payment notices, pay-less notices and the prohibition on withholding except by a valid notice.

13.3 For overdue sums, the Company may claim statutory interest, fixed compensation and reasonable recovery costs under applicable late-payment legislation, or any higher contractual remedy stated in the Quotation where lawful. Payment does not waive defects or other rights.

13.4 The Company may require reasonable security, a deposit, advance payment for special-order Equipment, or revised payment arrangements if the Customer's credit position materially deteriorates, if the value of committed Equipment materially increases, or if the Company reasonably considers additional payment security necessary for the project.

14. Suspension

14.1 After any notice required by law or the Contract, the Company may suspend all or part of the Works for non-payment, failure to provide security, unsafe conditions, lack of access or a material Customer breach. The Customer must pay reasonable demobilisation, protection, storage and remobilisation costs and the programme will be adjusted.

14.2 Suspension does not affect accrued rights. The Company will resume within a reasonable time after the cause is remedied and required payment or security is received.

15. Cancellation, returns and special-order Equipment

15.1 The Customer may cancel only with the Company's written agreement and must pay work performed, committed labour, design and procurement costs, manufacturer cancellation or restocking charges, storage, demobilisation and reasonable loss arising from cancellation.

15.2 Transformers, switchgear, protection equipment, cables cut to length, joints, terminations and other configured or special-order items are non-returnable unless defective or the manufacturer agrees otherwise. Any accepted return must be unused, properly stored and in original condition.

16. Warranty and defects

16.1 The Company warrants that its services will be performed with reasonable skill and care and that Company-supplied Equipment will be free from material defects at delivery, subject to manufacturer tolerances. The defects period is 12 months from Completion unless the Quotation states otherwise. This warranty does not extend to Customer-supplied, DNO/IDNO-supplied or existing Equipment except to the extent the Company has separately warranted its workmanship in installing or modifying it.

16.2 The Customer must notify a suspected defect promptly, preserve evidence and allow reasonable access. The Company may inspect, repair, replace or reperform the affected part. That remedy is the Customer's primary contractual remedy for a proven defect, subject to rights that cannot lawfully be limited.

16.3 The warranty excludes fair wear, consumables, misuse, overload, incorrect operation or settings, unauthorised alteration or repair, inadequate maintenance, environmental conditions outside specification, defective Customer-supplied items, utility disturbances and failure to follow manuals or training.

16.4 Manufacturer warranties are passed through where permitted. Removal, access, cramage, transport, outage, reinstatement and attendance costs are included only where the defect results from the Company's breach and those costs are reasonably incurred.

17. Liability

17.1 Nothing limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title obligations, or any liability that cannot lawfully be limited or excluded.

17.2 Subject to clause 17.1, the Company is not liable for indirect or consequential loss, or loss of profit, revenue, production, use, contract, opportunity, goodwill or anticipated savings. This exclusion does not apply to direct physical damage for which the Company is legally liable.

17.3 Subject to clause 17.1, the Company's total aggregate liability arising out of or in connection with the Contract, in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed the Liability Cap stated in the Commercial Particulars or Quotation. Unless a different Liability Cap is expressly stated, the Liability Cap shall be the Contract Price. Liability arising from design is subject to the same aggregate cap and, where lower, the professional indemnity insurance limit stated in the Commercial Particulars or Quotation, to the extent permitted by law.

17.4 The exclusions and cap apply only so far as reasonable and lawful, taking account of the parties' commercial status, available insurance and the circumstances of the Contract. The Customer must take reasonable steps to mitigate loss and maintain appropriate property, business interruption and operational insurance.

17.5 During the Works, the Company shall maintain, subject to cover remaining available on commercially reasonable terms: professional indemnity insurance of £1,000,000; employers' liability insurance of £10,000,000; and public liability insurance of £5,000,000. Cover is subject to policy terms, exclusions, excesses, territorial limits and the claim, occurrence or aggregate basis shown in the policy or certificate. Evidence will be provided on reasonable request. Insurance does not create a separate liability or increase any contractual or lawful limit.

18. Indemnities and third-party property

18.1 Subject to applicable law, the Customer shall indemnify the Company against third-party claims, direct losses and reasonable costs arising from inaccurate information, unsafe premises, undisclosed hazards, Customer design or instructions, or infringement caused by Customer-provided materials, except to the extent caused or contributed to by the Company's breach or negligence. The Company shall mitigate recoverable loss.

18.2 The Company will take reasonable care of Customer property in its custody but is not liable for defects or failures in existing systems merely revealed by isolation, testing, connection or energisation.

19. Force majeure

- 19.1** Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil disturbance, industrial action, fire, flood, utility failure, cyber incident, transport restriction, government action or material supply-chain disruption. Payment for work already performed remains due.
- 19.2** The affected party must notify the other and use reasonable efforts to reduce the effect. If the event continues for more than 90 days, either party may terminate the unperformed part on written notice, subject to payment of unavoidable committed costs.

21. Intellectual property, confidentiality and data

- 20.1 The Company shall provide the handover and test documentation expressly identified in the Quotation, which may include test certificates, commissioning records, cable test results, protection test results, drawings and O&M information. Documents are supplied electronically unless otherwise agreed. Additional or repeated documentation, revisions caused by Customer changes and documentation outside the agreed scope are chargeable.
- 20.1** Pre-existing know-how, methods, templates and intellectual property remain with their owner. On full payment, the Customer receives a non-exclusive licence to use project-specific drawings and documents solely to operate, maintain and repair the installation at the Site.
- 21.2 Each party must keep the other's confidential technical and commercial information secure and use it only for the Contract, except where disclosure is legally required or to professional advisers, insurers and subcontractors under equivalent duties.
- 21.3 Each party will comply with applicable data-protection law for business contact and Site-access information processed in connection with the Contract.

22. Subcontracting and assignment

- 22.1 The Company may use suitably competent subcontractors and remains responsible for their work as required by the Contract. Neither party may assign the Contract without the other's written consent, not to be unreasonably withheld, except that the Company may assign receivables or to a group company or business successor.

23. Termination

- 23.1 Either party may terminate for a material breach not remedied within 14 days after written notice, or immediately if the other enters insolvency proceedings, ceases trading or cannot pay its debts, subject to mandatory insolvency law.
- 23.2 On termination, the Customer must pay sums due, work performed, properly ordered Equipment, reasonable cancellation charges and demobilisation costs. The Company will provide paid-for deliverables and make the Site reasonably safe. Clauses intended to survive termination continue in force.

24. Disputes and adjudication

- 24.1 The parties will first refer a dispute to a senior representative of each party for good-faith negotiation. Urgent safety, payment, suspension or protective action is not delayed by this process.
- 24.2 Where the Contract is a construction contract to which statutory adjudication rights apply, either party may refer a dispute to adjudication at any time. If no compliant adjudication procedure is agreed, the applicable statutory scheme applies.
- 24.3 Subject to any adjudication right, the courts of England and Wales have exclusive jurisdiction. The Contract and any non-contractual obligations are governed by the law of England and Wales.

25. General

- 25.1 Notices must be in writing and delivered by hand, prepaid post or email to the Contract contacts. Email is received when sent without a delivery-failure message during normal business hours, otherwise on the next business day. Notices of termination should also be sent by prepaid post or hand.
- 25.2 A waiver is effective only in writing and does not waive later rights. If a provision is invalid, it is modified to the minimum extent necessary or severed without affecting the remainder. No person other than the parties may enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 25.3 The Contract is the entire agreement concerning its subject matter. Neither party relies on a statement not recorded in it, but nothing excludes fraud or fraudulent misrepresentation. Amendments must be agreed in writing by authorised representatives.

Acceptance and incorporation

These terms should be issued with, or clearly referred to in, every quotation before the Customer accepts the order. Keep evidence that the Customer received the applicable version.

Customer legal name	[TYPE HERE]	Date	[DD/MM/YYYY]
Authorised signatory	[TYPE HERE]	PO / quote reference	[TYPE HERE]