



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 CUSTOMER RELATIONSHIP

1.1 These general terms and conditions of sale and delivery shall apply to all deliveries of shore power and services by Plug Montrose Limited (“**Plug**”) to any commercial party or public-sector customer (the “**Customer**”).

2 PRICE AND PAYMENT

2.1 The current price for use of Plug’s shore power service (the “**Shore Power Service**”) is specified on Plug’s website. The price reflects the costs associated with operating shore power facilities and purchasing electrical power. The price may vary between different vessel categories and between low-voltage and high-voltage shore power.

2.2 Plug will calculate and invoice the cost of using the Shore Power Service when the Customer’s ship leaves the port. Unless Plug is notified otherwise, the invoice will be sent to the same recipient as in connection with payment of the port fees linked to the Customer’s call at the port.

2.3 Pricing terms and conditions for the delivery of goods and services other than the Shore Power Service shall be specified in a separate agreement between Plug and the Customer.

2.4 Procedures for and the price of commissioning shall be specified in a separate agreement between Plug and the Customer. The Customer shall be charged the agreed price for commissioning regardless of the outcome. Plug’s general terms and conditions of sale and delivery shall otherwise apply.

2.5 Unless stated otherwise in a separate agreement between Plug and the Customer, invoices shall specify a 30-day payment period. If an invoice or the basis for an invoice calculation is unclear, the Customer shall contact Plug without undue delay in accordance with section 10 of these terms and conditions.

2.6 In the event of late payment, penalty interest shall accrue in accordance with the The Late Payment of Commercial Debts (Interest) Act 1998. If payment is delayed by more than two month(s) after the due date specified in the issued invoice, Plug may refuse the Customer permission to use the Shore Power Service until Plug has received payment of the total amount owed by the Customer, including unpaid penalty interest.

3 PAYMENT OF VALUE ADDED TAX

- 3.1 All sums payable under this agreement are stated exclusive of any UK Value Added Tax that may be applicable.
- 3.2 Schedule 8, Group 8 of the VAT Act 1994 states the the supply of parts and equipment of a kind ordinarily installed or incorporated in the general structure of a qualifying ship (gross tonnage not less than 15 tonnes) and the handing or storage, in a port, of goods carried in a ship are subject to VAT at the zero-rate. Schedule 4, paragraph 3 of the VAT Act 1994 sets out that the supply of power is a supply of goods. Therefore, supplies of electricity made by Plug to vessels will be zero-rated for VAT purposes.
- 3.3 Customers who draw shore power from Plug's shore power facilities shall notify Plug in advance if they for any reason are required to pay UK value added tax.
- 3.4 If it is identified that value added tax applies to supplies of shore power, the Customer shall without undue delay pay Plug the value added tax which should have been paid at the time the use of the Shore Power Service was invoiced, upon receipt of a valid value added tax invoice from Plug.
- 3.5 In addition to the obligation to pay taxes in arrears in accordance with section 3.2 above, the Customer shall be liable for any loss suffered by Plug because the Customer has not provided complete and correct information in accordance with this section 3. Such losses shall include, but not be limited to, levied surcharges and the cost of engaging external advisers.

4 THE CUSTOMER'S OBLIGATIONS WHEN CONNECTING TO A SHORE POWER FACILITY

- 4.1 Before connecting to a shore power facility and using the Shore Power Service, the Customer shall familiarise itself with Plug's current procedures for connecting to the shore power facility. Plug's procedures for connection to and drawing of low-voltage and high voltage shore power are appended as **Annex 1** (low-voltage) and **Annex 2** (high-voltage).
- 4.2 The Customer shall connect to the shore power facility and use the Shore Power Service in accordance with Plug's current procedures, and in accordance with any orders issued by Plug's employees or contractors.
- 4.3 The Customer shall connect to the shore power facility and use the Shore Power Service in accordance with current regulations, by-laws and instructions applicable to the relevant port facility. The Customer shall also comply with all instructions issued by the local port authority.
- 4.4 The Customer shall ensure that all connections to Plug's shore power facility and all use of the Shore Power Service are compliant with current regulations, standards and requirements applicable to the Customer's ship and other equipment.
- 4.5 The Customer shall ensure that employees, contractors and all other persons acting in the service of the Customer are familiar with applicable connection procedures as specified in this section 4, and that the said persons are familiar with regulations, by-laws and instructions applicable to the port facility.

5 PROCEDURE IF NON-CONFORMANCES OR IRREGULARITIES ARE DISCOVERED

- 5.1 If the Customer discovers non-conformances or irregularities in a shore power facility before, during or after use of the Shore Power Service, the Customer shall immediately notify Plug of the non-conformances/irregularities in accordance with section 10 of these terms and conditions.
- 5.2 If a non-conformance or irregularity appears material or has the potential to cause non immaterial damage, the Customer shall immediately contact Plug in accordance with adopted procedures and, as a minimum, by email to operations@montrose.plugport.uk.
- 5.3 If a non-conformance or irregularity as specified in this section 5 is discovered before the Customer connects to the shore power facility, Plug shall be contacted before a connection is established and the Shore Power Service is used. In such cases, the Customer shall not connect to the shore power facility and use the Shore Power Service without the specific approval of a representative of Plug or subcontractors.
- 5.4 The Customer shall be liable in damages for all losses suffered by Plug as a result of the Customer connecting to the shore power facility and using the Shore Power Service without such specific approval as specified in section 5.3 above. The Customer's liability in damages shall encompass both direct and indirect losses.

6 OPERATION AND MAINTENANCE

- 6.1 Plug shall implement all reasonable measures to ensure that the Shore Power Service can be accessed without operational stoppages or loss of service quality other than in connection with notified maintenance. Operational updates will be announced through Plug Insight and the communication channels of individual ports.
- 6.2 The Customer understands and accepts that the Shore Power Service is vulnerable to unforeseen operational stoppages and downtime. Plug shall implement reasonable measures to prevent and rectify any operational problems.
- 6.3 Plug reserves the right to suspend or otherwise deactivate the Shore Power Service or the Customer's access to the Shore Power Service at its own discretion if Plug considers this necessary for safety or technical reasons. Such safety or technical reasons include, but are not limited to, connection to the Shore Power Service contrary to section 5 of these terms and conditions, unauthorised connection to a shore power facility by the Customer or any third party, safety breaches, denial of service attacks or other incidents that could harm Plug, the Shore Power Service, a shore power facility or other customers of Plug.
- 6.4 The Customer accepts that Plug's facilities are subject to flexible consumption (UKT) and that the grid company may therefore disconnect Plug's access to the electricity grid on short notice in order to cover demand from other customers in the grid during a fault. Plug shall bear no liability for any losses suffered by the Customer as a result of the grid company's exercise of its rights related to flexible consumption.
- 6.5 In the event of incidents as specified in sections 6.2 and 6.3, Plug shall implement reasonable measures to seek to make the Shore Power Service available to the Customer as quickly as possible, provided that the downtime is not attributable to acts or omissions by the Customer or any person for whom the Customer is responsible.

7 LIABILITY OF PLUG

- 7.1 Plug shall be liable for ensuring that its facilities, equipment and deliveries fulfil all applicable regulatory requirements and standards in force at any given time.
- 7.2 The Customer accepts that Plug shall only be liable for damage and loss attributable to negligence on the part of Plug or any person for whom Plug is responsible. Plug's liability shall not extend to damage and loss attributable to an unforeseen accident or circumstances outside Plug's control.
- 7.3 Plug shall not be liable for damage or loss attributable to the Shore Power Service being unavailable, subject to a blackout, undergoing maintenance or otherwise suffering a full or partial stoppage.
- 7.4 Plug shall not be liable for any indirect losses suffered by the Customer. The definition of 'indirect losses' shall include:
- a) losses resulting from reduced or lost production or sales (operational stoppage),
 - b) lost profits resulting from loss or deficient performance of a contract with a third party,
 - c) other losses caused to a third party in a contractual relationship or other legal relationship with the Customer, and
 - d) losses resulting from damage to anything other than the Customer's ship and associated equipment with a close and direct connection with the ship.
- 7.5 Plug's liability pursuant to this section 7 shall be capped at GBP five hundred thousand per occurrence.
- 7.6 Plug shall under no circumstances be liable for losses or damage attributable to the Customer failure to implement reasonable measures to limit the scope of damage.

8 LIABILITY OF THE CUSTOMER

- 8.1 The Customer shall be liable for direct losses suffered by Plug because the Customer has damaged a shore power facility during connection, disconnection or use, provided that the Customer or any person for whom the Customer is responsible has acted negligently.
- 8.2 If the Customer or any person for whom the Customer is responsible has acted with gross negligence or intent, the Customer's liability pursuant to section 8.1 shall also include Plug's indirect losses.
- 8.3 Connection to a shore power facility and use of the Shore Power Service in contravention of Plug's guidelines and/or other obligations as specified in section 4 shall always be deemed to constitute negligence, and depending on the circumstances may also constitute grossly negligent conduct.
- 8.4 The Customer shall indemnify Plug against all losses suffered by Plug as a result of damage caused to Plug's property by defects in the Customer's ships, facilities or other equipment. Correspondingly, the Customer shall indemnify Plug against all losses suffered by Plug as a result of damage caused to Plug's property because the Customer's ship and/or other equipment does not comply with applicable regulations, standards or requirements as specified in section 4.4.

8.5 The Customer's liability pursuant to section 8.4 shall encompass Plug's direct and indirect losses and shall include, but not be limited to, losses incurred because Plug is prevented from fulfilling contracts with third parties and losses linked to damages claims concerning damage to third-party objects, harm to third-party employees, or damage or harm to other objects or persons.

8.6 Late payment pursuant to section 2 of these terms and conditions shall always be deemed to constitute negligent conduct. The Customer shall be liable for Plug's direct and indirect losses in the case of such late payment.

8.7 In the event of any conflict between them, section 5.4 of these terms and conditions shall take precedence over the provisions of this section 8.

9 AMENDMENT OF TERMS AND CONDITIONS

9.1 Plug reserves the right to amend these terms and conditions with effect for future use of the Shore Power Service and future deliveries of other goods and services. Updated terms and conditions shall take effect as soon as the updated terms and conditions are made available to Customers on Plug's website and/or by other suitable means.

10 NOTIFICATIONS

10.1 Unless expressly specified otherwise in these terms and conditions or a separate agreement between Plug and the Customer, all notices, claims, complaints, and other notifications to Plug related to agreements entered into in accordance with these terms and conditions shall be in writing and be sent by email to operations@montrose.plugport.uk.

11 CHOICE OF LAW AND DISPUTE RESOLUTION

11.1 Any agreement entered into pursuant to these terms and conditions shall be governed by and interpreted in accordance with Scots law.

11.2 Plug and the Customer have adopted Forfar Sheriff Court as the exclusive legal venue for any dispute arising in connection with the customer relationship.