

## **High Heat Flux Testing and Verification Facility**

UK Industrial Fusion Solutions Ltd (1)

and

ICS Cool Energy Limited (2)

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## STEP **STRICTLY CONFIDENTIAL**

### **PARTIES:**

- (1) **UK Industrial Fusion Solutions Ltd**, registered in England with number 14620804, whose registered office is at Culham Science Centre, Abingdon, Oxfordshire, United Kingdom, OX14 3DB (**UKIFS**); and
- (2) **ICS Cool Energy Limited** registered in England with number 05509182 whose registered office is at Calmore Industrial Estate, Stephenson Way, Hedge End, Southampton, Hampshire, SO40 3SA, United Kingdom (**Supplier**),

each a **Party** and together **the Parties**.

### **It is agreed:**

## **1 DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Agreement, unless the context requires the contrary:

**Agreement** means these General Terms, Schedules and Ancillary Documents, together with the accompanying Order.

**Ancillary Documents** means any contract or other document entered into pursuant to this Agreement, or referred to in it or otherwise incorporated into it.

**Applicable Laws** means all legislation, statutory provision or instrument, order, enactment, ordinance, regulation, directive, guidance, code of practice or other legal or regulatory requirement in any relevant jurisdiction, from time to time which relates to the Goods and/or Services and/or this Agreement and/or any activities to be undertaken by either Party.

**Bribery Act** means the Bribery Act 2010.

**Business Day** means a day on which banks in London are open for business.

**CFA** means the Criminal Finances Act 2017.

**Change in Applicable Laws** means the coming into effect or repeal, amendment or variation of any Applicable Laws, or any applicable judgment of a relevant court of law which changes a binding precedent, after the date of this Agreement.

**Change** means the addition to, variation of, the terms of an Order including the removal of any of Goods and/or Services or the specification of the same, any change in the location where the Goods and/or Services are to be provided, changes the standards or Service Levels or any change to the Charges.

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**Confidential Information** means all confidential information and data which is acquired from or made available by the Disclosing Party, or the Disclosing Party's Representatives, including but not limited to any information relating to the Disclosing Party's business, operations, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, inventions, designs, software, market opportunities, customers or suppliers (whether relating to this Agreement or otherwise), either orally, in writing, or in whatever form obtained or maintained, information revealed in an audit pursuant to Clause 19 (*Audit*), UKIFS Issued Property, any copies of the information set out in this definition, and the existence of this Agreement.

**Contract Year** means a period of one year commencing on the Order Effective Date or any anniversary thereof.

**Control** has the meaning given to that term in Section 1124 of the Corporation Tax Act 2010.

**Deliverables** means all items created and/or delivered and/or provided and/or arising out of the provision of the Services to UKIFS by or on behalf of the Supplier under this Agreement.

**Delivery Date** means the date specified for delivery of the Goods as set out in an Order.

**Delivery Location** means the location specified for delivery of the Goods as set out in an Order.

**Disclosing Party** means a Party that makes a disclosure of Confidential Information to another Party.

**Dispute** means any dispute, conflict or disagreement arising out of or in connection with this Agreement.

**EIR** means the Environmental Information Regulations 2004.

**Force Majeure Event** means any event beyond the reasonable control of either Party and which is unavoidable including, but not limited to, the following events: earthquakes, storms, floods, hurricanes, acts of God, state or public enemy, wars, revolutions, hostilities, civil disturbances, blockades, embargoes, government restraints or similar disruptions or interferences with trade, riots, civil war, insurrection, invasion, explosions and fires. For the avoidance of doubt, strikes, lockouts, shutdowns and any other industrial dispute (whether or not predictable or preventable) of a Party or any of its Group (or of any person engaged by any of them) shall not be a Force Majeure Event.

**FOIA** means the Freedom of Information Act 2000.

**General Terms** means this Agreement excluding the Schedules and Ancillary Documents.

**Good Industry Practice** means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially

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similar to the Services and/or supplier of goods substantially similar to the Goods to customers of the same size and nature as UKIFS.

**Goods** means the Goods identified in an Order, including packaging, from time to time supplied or agreed to be supplied to UKIFS by the Supplier, including those supplied by way of trial or sample.

**Goods Specification** means the specification and/or the essential characteristics of the Goods set out in an Order.

**Group** means the UKAEA Group or the Supplier Group, as appropriate.

**Incident** any actual or suspected security breach, incident, or newly identified vulnerability any actual or suspected security breach, incident, or newly identified vulnerability.

**Insolvency Event** means the relevant Party: proposing, (or takes steps with a view to proposing) any kind of scheme, restructuring plan, reconstruction, scheme, restructuring plan, reconstruction, compromise or arrangement with any of its creditors or classes of them; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; calling a meeting for the purpose of passing a resolution to wind up that Party, or the passing of such a resolution; takes any step towards the party obtaining a moratorium or other protection from its creditors; presenting, or having presented, a petition for a winding-up order; an application to appoint an administrator being made in respect of the relevant Party or a notice of intention to appoint an administrator or a notice of appointment of an administrator being filed; having an administrator, administrative receiver, receiver, receiver and manager, supervisor, monitor, provisional liquidator or liquidator appointed in respect of the relevant Party or any of its assets; stopping or suspending making payments (whether of principal or interest) with respect to all or any classes of its debts or announcing an intention to do so; the amalgamation, reconstruction, reorganisation, dissolution, liquidation, merger or consolidation of the relevant Party; anyone takes steps to expropriate, sequester, attach to, take possession of, seize or levy a distress or execution on, exercise a right of forfeiture or repossession over or enforce security over, that relevant Party's property or assets in any amount which materially affects the assets of that Party; and/or any equivalent or analogous procedure under the law of any jurisdiction.

**Intellectual Property Right** means patents, utility models, rights to inventions, trade marks, service marks, copyright and related rights, moral rights, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, domain names, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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**Issued Property** means any property made available to the Supplier by or on behalf of UKIFS to be used in the provision of the Goods and/or Services including, without limitation, any specifications, patterns, drawings, samples, articles, work, material, documents, software, data and information (and any associated Intellectual Property Rights).

**Losses** means claims, demands, actions, awards, judgments, settlements, costs, expenses, payments, wages, proceedings, compensation, liabilities (including any liability to taxation and any primary and secondary National Insurance contributions), damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses and loss or corruption of data).

**Notice** has the meaning given in Clause 22 (*Notices*).

**Order** means UKIFS's order for the supply of Goods or Services or Goods and Services, a template of which is set out in Appendix 1 (*Form of Order*), including any schedules or attachments to the Order.

**Order Effective Date** means the date on which the supply of Services and/or Goods commences, as set out in an Order.

**Price** means the charges for the Goods and Services as listed in and calculated in accordance with the Order and payable by UKIFS to the Supplier in accordance with the provisions of Clause 9 (*Price and payment*).

**Receiving Party** means a Party to which a disclosure of Confidential Information is made by another Party.

**Representative** means a Party's employees, officers, agents, representatives or advisers.

**Service Levels** means the service levels set out in an Order as may be revised from time to time in accordance with this Agreement.

**Services** means the services to be performed by the Supplier for UKIFS as set out in an Order including, without limitation, the supply of the Deliverables.

**Services Specification** means the specification of the Services set out in an Order.

**Staff** means the Supplier's (and/or any Sub-contractor's) directors, officers, employees, agents, consultants, workers and contractors or other persons who are engaged in the provision of the Services or the performance of the Supplier's obligations under this Agreement.

**Sub-contractor** means those persons, other than the Staff, who are employed or engaged by the Supplier to carry out partial or total performance of the Agreement in accordance with Clause 21.6 (*Sub-contracting*).

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**Supplier Group** means the Supplier, any subsidiary or holding company from time to time of the Supplier, and any subsidiary from time to time of the Supplier's holding company. Each company in the Supplier Group is a "member of the Supplier Group".

**Term** means the period set out in the Order, commencing from the Order Effective Date.

**UKAEA Group** means the UK Atomic Energy Authority (**UKAEA**) Group, which includes UKIFS, any subsidiary or holding company from time to time of UKIFS (which includes UKAEA), and any subsidiary from time to time of UKIFS's holding company. Each company in the UKAEA Group is a "member of the UKAEA Group". For the avoidance of doubt, UKIFS is a subsidiary of UKAEA.

**UKIFS Policies** means UKIFS's business policies, as amended from time to time, as set out in Schedule 2 (*UKIFS Policies*).

**UKIFS Premises** means any premises or land occupied by UKIFS (whether owned, leased, licensed, or otherwise used by UKIFS) where the Goods and/or Services are to be performed or delivered as specified in the Order.

**UKIFS Registered Office** shall mean the address that UKIFS has listed at the start of this Agreement.

**UKIFS Service Providers** means any service providers, contractors or other third parties or their representatives who are engaged by UKIFS or any other member of the UKAEA Group to provide, operate or otherwise manage services or develop materials.

**VAT** means value added tax as provided for in the Value Added Tax Act 1994.

**Virus** means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user, including but not limited to, self-propagating programming instructions commonly called viruses, trojans or worms.

- 1.2 Unless a contrary indication appears, any reference in this Agreement to: (a) clause headings are for ease of reference only and do not form part of or affect the meaning, interpretation or construction of this Agreement; (b) any law shall be construed to include a reference to that law as from time to time amended, extended, re-enacted or consolidated and any subordinate legislation made pursuant to that law; (c) the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words



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where a wider construction is possible; and (d) a "holding company" or a "subsidiary" means (as the case may be) as defined in section 1159 of the Companies Act 2006.

- 1.3 In the event of any conflict between any documents contained in this Agreement, it shall be resolved by applying the documents in the following order of precedence (prevailing document first): (a) any special terms and conditions or specific variations to the General Terms set out in an Order; (b) the General Terms; (c) Schedules to this Agreement; (d) the Order; (e) the Schedules to any Order; and (f) Ancillary Documents or documents incorporated by reference into this Agreement or an Order

## **2 TERM**

- 2.1 This Agreement shall commence on the date of execution by all Parties and shall continue until terminated in accordance with Clause 16 (*Termination*).
- 2.2 Each Order shall commence on the Order Effective Date set out in the Order and shall (except as expressly provided otherwise in this Agreement) continue in force for its Term unless terminated earlier in accordance with the terms of this Agreement. On the expiry of the Term, an Order shall terminate automatically without notice.
- 2.3 Each Order shall be considered a separate contract on and subject to the terms of this Agreement.

## **3 SUPPLY OF GOODS AND SERVICES**

- 3.1 Appendix 1 (*Form of Order*) sets out the template form of Order to be entered into by the Parties for the provision of the Goods and/or Services. The Parties may agree and enter Orders for Goods and Services during the term of this Agreement.
- 3.2 Each Order shall be considered a separate contract on, and subject to, the terms of this Agreement.
- 3.3 The Supplier shall, and shall ensure that its Staff shall, perform any Order, at all times in accordance with: (a) the terms of this Agreement; (b) the Goods Specification and/or Services Specification (as applicable); (c) all Applicable Laws; (d) the UKIFS Policies; (e) the timescales set out in any Order, or, if not specifically set out elsewhere, promptly; and (f) Good Industry Practice.
- 3.4 The Supplier shall ensure that all Staff engaged in providing the Goods or Services are appropriately vetted, and fully qualified, trained and adequately experienced to carry out such Services or activity in respect of this Agreement, and that all Staff cooperate with UKIFS' representatives as reasonably required to fulfil the Supplier's obligations under an Order. The Supplier shall further ensure that all Staff undertake any reasonable and/or mandatory training

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as may be required by UKIFS in order to perform the Services or to access or operate on UKIFS's premises.

- 3.5 UKIFS reserves the right to exclude from the provision of the Goods and/or Services, and/or its premises, if any of the Supplier's Staff whose conduct (in UKIFS' sole opinion) breaches reasonable standards of behaviour, and/or who are charged with or convicted of, or who are reasonably suspected of having committed a criminal offence of any kind.
- 3.6 The Supplier acknowledges that: (a) nothing in this Agreement shall oblige UKIFS to request any Services or Goods from the Supplier or to enter an Order; (b) UKIFS does not undertake or represent that this Agreement will generate a specified or minimum volume of business or revenue for the Supplier; and (c) the Supplier has been appointed on a non-exclusive basis, and UKIFS may procure the Goods or Services or goods or services similar in nature to the Goods or Services, from any other person.
- 3.7 If there is a Change in Applicable Laws, the Supplier shall: (a) ensure that the Goods and Services continue to be in compliance with Applicable Laws; (b) comply with UKIFS's written instructions as to any changes required to the Goods and Services or the Supplier's other obligations under this Agreement to the extent arising as a result of a Change in Applicable Laws; and (c) bear the costs of implementing any Change in Applicable Laws.

## **4 WARRANTIES**

- 4.1 Each Party warrants and represents that it shall have full power and authority to enter into, and perform, this Agreement.
- 4.2 The Supplier warrants and represents that the performance of the Supplier's obligations under this Agreement, including any licences granted by the Supplier to UKIFS, shall not: (a) violate or infringe any third party Intellectual Property Rights; (b) be unlawful or illegal; and (c) inhibit, restrict or impair the free and/or unrestricted exercise by UKIFS of the rights granted in this Agreement.
- 4.3 The Supplier warrants and represents at all times that: (a) all representations, statements and tender documentation communicated to UKIFS by the Supplier or its Staff in connection with any tender process are true, complete and accurate in all respects; (b) the Services will conform in all respects to the Services Specification; (c) it will cooperate with UKIFS in all matters relating to the Services; (d) it will use personnel who are suitably skilled and experienced to perform tasks assigned to them; (e) it will use the best quality goods, materials, standards and techniques, and ensure that the Deliverables will be free from defects in workmanship, installation and design; (f) it will ensure that its Staff comply with all health and safety rules and any other security requirements that apply at any UKIFS's Premises; (g) it will have taken, and will bring to UKIFS's attention, all necessary steps to eliminate or minimise risks to health and safety arising from the Deliverables; (h) it will hold all materials, equipment and tools, drawings,

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specifications and data supplied by UKIFS to the Supplier in safe custody at its own risk; (i) all software comprising or comprised in any Deliverable under this Agreement will be and will remain free of any Viruses; and (j) the Deliverables shall conform in accordance with the relevant technical specifications agreed between the Parties, are of satisfactory quality, and are fit for purpose.

- 4.4 The Supplier warrants and represents that it has disclosed information that may reduce the expected lifespan of the Goods, and that the Goods (and any installation, packaging, storage, handling and delivery of the Goods) shall at all times: (a) conform in all material respects to the particulars stated in this Agreement; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for purpose; (c) conform to the Goods Specification; (d) be free from and clear of any and all third-party liens, title, and other encumbrances; and (e) be free from defects in design, material and workmanship.

### **5 PROVISION OF THE SERVICES**

- 5.1 The Supplier shall: (a) perform and monitor its performance of the Services in accordance with Clause 3 (*Supply of goods and services*), Clause 4 (*Warranties*), this Clause 5 (*Provision of the Services*) and the Service Levels; and (b) report to UKIFS any failures in its performance and the actual level of performance it has achieved.
- 5.2 If the Services are not provided in accordance with the terms of this Agreement then, without limiting UKIFS's other rights or remedies, UKIFS may: (a) require the Supplier, at the Supplier's expense, to carry out any additional work as is necessary to correct the Supplier's failure; (b) refuse to accept the provision of any further Services from the Supplier, and if this occurs, the Supplier shall refund to UKIFS all sums of money paid to the Supplier in respect of such Services; and/or (c) accept the Services, provided that the Parties have agreed an appropriate reduction to the Price (in which case the reduction to the Price shall apply).
- 5.3 If the Supplier fails to provide the Services in accordance with the Service Levels or, where applicable, its other obligations under this Agreement, the Supplier shall incur Service Credits, which shall be calculated as set out in the Order. The Supplier shall deduct any applicable Service Credits from the Price payable in the next invoice submitted by the Supplier to UKIFS in accordance with Clause 9 (*Price and payment*) (except in the event that no further invoices are due to be raised due to termination or expiry of the Order in which case UKIFS may invoice for any amounts payable as Service Credits, which shall be immediately payable on receipt of invoice by the Supplier).

### **6 DELIVERY OF THE GOODS**

- 6.1 The Supplier shall: (a) deliver, and where applicable install, the Goods to the Delivery Location on the Delivery Date, or as otherwise set out in an Order; (b) bear the risk in the unloading of the Goods and shall, at the Supplier's own cost, provide all labour, materials and plant

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necessary for delivery, and where applicable installation, of the Goods; (c) ensure that the Goods shall be properly packed and secured in such a manner as to reach the Delivery Location in good condition; and (d) ensure that delivery, and where applicable installation, of the Goods shall not adversely affect the operational efficiency of UKIFS's operations and shall be responsible for the prompt removal and disposal of all packaging and packing cases used for Goods and materials supplied by the Supplier at the Supplier's own cost.

- 6.2 Delivery of the Goods shall be complete on completion of unloading of the Goods at the Delivery Location in accordance with this Clause 6.
- 6.3 Time shall be of the essence in respect of delivery and performance of the Goods and Deliverables.
- 6.4 The Supplier shall not deliver Goods by instalments unless otherwise agreed by UKIFS in the Order, in which case each instalment shall be treated as a separate Order. Failure to deliver one or more instalments shall entitle UKIFS to treat the relevant Order as repudiated in whole.

### **7 TITLE AND RISK OF GOODS**

- 7.1 Title and risk in the Goods shall pass to UKIFS on the completion of delivery of the Goods.
- 7.2 All plant, materials, apparatus, tools and property used or provided by the Supplier for the installation of the Goods shall at all times be at the Supplier's sole risk.
- 7.3 Notwithstanding any other right in this Agreement, the Supplier shall not be permitted to acquire a contractual, statutory or common law lien over Goods or property belonging to or in the possession of UKIFS.

### **8 ACCEPTANCE OF GOODS AND DELIVERABLES**

- 8.1 The Deliverables may be subject to acceptance testing by UKIFS. In the absence of agreement between the Parties, UKIFS's acceptance testing procedures shall apply.
- 8.2 Failure to conduct an inspection upon delivery by UKIFS shall not constitute an acceptance of the Goods or Deliverables. UKIFS shall be entitled to reject any Goods or Deliverables that contain a latent defect within a reasonable time after the latent defect has become apparent.
- 8.3 If the Goods that are not in conformity with the terms of this Agreement then, without limiting UKIFS's other rights or remedies, UKIFS may reject the Goods (in whole or in part) and may:
  - (a) require the Supplier to repair, replace or remove the rejected Goods at the Supplier's risk and expense;
  - (b) refuse to accept any subsequent delivery of the Goods that the Supplier attempts to make and the Supplier shall refund to UKIFS all sums of money paid to the Supplier in respect of such Goods;
  - (c) accept the Goods, provided that the Parties have agreed an appropriate reduction to the Price (in which case the reduction to the Price shall apply); or
  - (d) terminate the Order in respect of all or any part of the Goods, in which event no further monies

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shall be due or payable by UKIFS in respect of such Goods and the Supplier shall refund to UKIFS all sums of money paid to the Supplier in respect of the Goods.

- 8.4 The terms of this Agreement shall extend to any repaired or replacement Goods supplied by the Supplier.

### **9 PRICE AND PAYMENT**

- 9.1 In consideration of the supply of the Goods and the performance by the Supplier of the Services, UKIFS shall pay the Supplier the Price in accordance with the terms set out in in this Clause 9.
- 9.2 The Price may only be varied during the Term in accordance with Clause 21.4 (*Variation and change control*).
- 9.3 Unless otherwise expressly agreed between the Parties in writing: (a) the Price shall be payable by UKIFS to the Supplier in pounds sterling and excludes VAT and other applicable taxes chargeable. Unless otherwise stated in the Order, the Supplier shall be responsible for any other duties, levies or customs charges; (b) the Supplier shall submit VAT invoices in accordance with the requirements of the Order; and (c) undisputed and valid VAT invoices are due for payment by UKIFS on the next available payment processing date following 30 days from UKIFS's receipt of such valid, undisputed VAT invoice.
- 9.4 The Supplier shall submit invoices by email to: [accountspayable@ukaesa.uk](mailto:accountspayable@ukaesa.uk). Invoices must clearly state the relevant UKIFS entity name and a valid UKIFS purchase order number. Invoices must not be submitted until after the Deliverables have been provided.
- 9.5 If UKIFS disputes, in good faith, all or part of any invoice received from the Supplier: (a) UKIFS shall notify the Supplier in writing of such Dispute within 20 Business Days of receipt of a valid VAT invoice and within 10 Business Days of the Supplier's receipt of such notice, the Parties shall meet to attempt to resolve the Dispute in accordance with Clause 21.15 (*Disputes*); (b) within 5 Business Days of receiving UKIFS's notification of a disputed amount, the Supplier shall issue a credit note to UKIFS for the full amount of the disputed invoice and a revised invoice for the undisputed amount only; (c) UKIFS shall pay the undisputed amount in accordance with Clause 9.3. If the Supplier fails to issue the required credit note UKIFS shall have no obligation to pay any part of the disputed invoice; and (d) if the dispute resolution process under Clause 21.15 (*Disputes*) concludes that UKIFS is liable for any portion of the disputed amount, the Supplier shall issue a new invoice for that amount and UKIFS shall pay it in accordance with Clause 9.3.
- 9.6 Each Party shall be entitled to receive interest on any payment not made when properly due pursuant to the terms of this Agreement, calculated from day to day at a rate per annum equal to 2% per annum above the Bank of England base rate, accruing daily, compounded quarterly, and payable on demand, both before and after judgment.

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- 9.7 UKIFS may set off, deduct or withhold from any liability owed to the Supplier under or in connection with this Agreement any liability of the Supplier to UKIFS in connection with this Agreement.

### 10 **LIMITATION OF LIABILITY**

- 10.1 Subject to Clause 10.2 (No limit or exclusions) and Clause 10.4<sup>Error! Reference source not found.</sup> (Indirect loss exclusion), the Supplier's total liability to UKIFS and arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall: (a) in the case of damage to, destruction or loss of the UKIFS Premises and/or any physical property (including but not limited to premises, fixtures and fittings, equipment and stock) of UKIFS or any member of the UKAEA Group, be limited to a maximum amount of 200% of contract value.
- 10.2 Nothing in this Agreement excludes or limits the liability of either Party in respect of: (a) death or personal injury caused by its negligence (including negligence of its employees, agents or contractors); (b) fraud and/or fraudulent misrepresentation; (c) gross negligence, wilful misconduct, or abandonment of this Agreement; (d) breach of the undertakings implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (e) under the indemnities set out in Clause 10.3 (*Indemnities*); (f) liability which may not otherwise be limited or excluded under Applicable Laws; or (g) in the case of the Supplier, any liability of the Supplier, in relation to Service Credits under Clause 5.3 (*Service credits*).
- 10.3 In addition to any other remedy available to UKIFS, the Supplier shall on demand indemnify UKIFS from and against all Losses incurred by UKIFS and its respective directors, officers, agents, employees, successors and assigns arising out of or in connection with: (a) Clause 3.3(c) (*Applicable laws*); (b) Clause 12 (*Confidentiality*); (c) Clause 13 (*Intellectual property rights*); (d) Clause 14<sup>Error! Reference source not found.</sup> (*Data protection*); (e) any third party claim to the extent it results from a breach of this Agreement by the Supplier or its Staff; (f) any claim made by a third party arising out of, or in connection with, any death or bodily injury or loss or damage to real or personal property caused by the Supplier or Supplier personnel; and (g) any claims arising out of, or in connection with, any acts of fraud or theft by the Supplier (including by Supplier personnel) while performing its obligations under this Agreement and providing the Deliverables.
- 10.4 Subject to Clause 10.2 (No limit or exclusions), neither Party will be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss arising under or in connection with this Agreement.
- 10.5 Subject to Clause 10.2 (No limit or exclusions) and Clause 10.4 (Indirect loss exclusion), UKIFS's total liability to the Supplier arising out of or in connection with an Order, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, shall be

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limited in each Contract Year to 50% of the Price paid in the 12 month period immediately preceding the date of the event giving rise to the claim.

### **11 INSURANCE**

- 11.1 The Supplier shall at its own cost, during the Term take out and maintain with reputable insurers such policies of insurance as may be necessary in accordance with Good Industry Practice to insure the Supplier against all manner of risks that might arise out of the acts or omissions of the Supplier or otherwise in connection with the Supplier's performance of its obligations under this Agreement and on request, the Supplier shall submit to UKIFS accurate details of its insurance cover, together with documentary evidence that such insurance remains properly maintained.

### **12 CONFIDENTIALITY**

- 12.1 Each Party shall keep the Confidential Information confidential and shall not use or copy or disclose to any third party the Confidential Information or any part thereof except: (a) for the proper performance of its responsibilities under this Agreement; and (b) to a member of its Group, Staff, or in the case of UKIFS any UKIFS Service Providers engaged in the provision of the Services, provided it has informed the recipient of the confidential nature of the Confidential Information before disclosure and remains responsible for any recipients compliance with this Clause 12.
- 12.2 On expiry or termination of the Agreement or when requested by UKIFS, the Supplier shall, at its own cost, at UKIFS's option, either return or permanently destroy any records or copies in whatever form: (a) any material containing Confidential Information belonging or relating to UKIFS or any member of the UKAEA Group; and (b) the Issued Property, however, notwithstanding the foregoing, the Supplier may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Clause 19.1 (*Required records*).
- 12.3 The provisions of Clause **Error! Reference source not found.** (*Duty of confidentiality*) shall not apply to information which was: (a) already in public domain or which becomes so at a future date; or (b) already in the possession of the recipient; or (c) information obtained from a third party who is free to divulge the same; or (d) any information which is required to be used or disclosed by law, in each instance other than as a result of a breach of any confidentiality obligation in this Agreement.
- 12.4 Notwithstanding the foregoing, the Supplier acknowledges that UKIFS is subject to the requirements of the FOIA and EIR, and that UKIFS may be required under the FOIA and/or the EIR to disclose information, including Confidential Information, without consulting or obtaining consent from the Supplier.



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- 12.5 The Supplier shall on demand indemnify UKIFS from and against all Losses incurred by UKIFS and its respective directors, officers, agents, employees, successors and assigns arising out of or in connection with any breach of this Clause 12 by the Supplier and its Staff.
- 12.6 The Parties agree that damages may not be an adequate remedy for any breach of this Clause 12 by either Party or any other person authorised to receive Confidential Information pursuant to this Clause 12, and each Party shall be entitled to seek any legal and/or equitable relief, including an injunction, in the event of any threatened or actual breach of the provisions of this Clause 12 by the other Party.
- 12.7 If a Party is required to make a disclosure of Confidential Information as contemplated by Clause 12.3 (*Information to which confidentiality obligations do not apply*), it shall only disclose the minimum Confidential Information required and shall, where lawful, consult with the other Party prior to any such disclosure.

### **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The Parties agree that the provisions of Schedule 3 (*Intellectual Property Rights*) shall apply to any Intellectual Property Rights in the provision of the Services and/or Goods.

### **14 DATA PROTECTION**

- 14.1 The Parties shall comply with the data protection requirements set out in Schedule 4 (*Data Protection*).
- 14.2 The Supplier shall on demand fully indemnify UKIFS from and against all Losses incurred by UKIFS and its respective directors, officers, agents, employees, successors and assigns arising out of or in connection with any failure to comply with the provisions of this Clause 14 or Data Protection Law by the Supplier.

### **15 INFORMATION SECURITY STANDARDS**

- 15.1 During the Term, the Supplier shall ensure that it and its Staff comply with all applicable security requirements and standards set out in this Agreement, including but not limited to those compliance standards and certifications declared by the Supplier during the applicable tender process or supplier assurance questionnaire, and shall on demand provide to UKIFS written evidence of such compliance standards and certifications. The Supplier shall ensure its Staff comply with this Clause 15, and shall remain liable for the acts and omissions of its Staff as if they were its own. The Supplier shall bear all costs associated with achieving and maintaining compliance with this Clause 15.
- 15.2 The Supplier shall: (a) maintain appropriate information security policies which shall enable the Supplier, at a minimum, to discover, assess, and mitigate against any Incident; (b) shall notify UKIFS immediately upon becoming aware of an Incident affecting the Deliverables; and (c)



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following any Incident, the Supplier shall conduct a thorough investigation and promptly provide UKIFS with a detailed incident report, including details of root cause analysis, impact assessment, and remedial or corrective actions taken by the Supplier.

- 15.3 The Supplier shall promptly notify UKIFS in the event of any organisational or environmental changes, including any change in Control of the Supplier, that may impact the security of the Deliverables.
- 15.4 UKIFS may require the Supplier to undergo an independent review by a third party auditor or professional advisor following any Incident and/or any change in the Supplier's operations detailed in this Clause 15, and the Supplier will implement the findings and corrective actions identified in such independent review.
- 15.5 At all times during the Term the Supplier shall not alter or reclassify any security classifications assigned to UKIFS assets, and shall comply with the UK Government Security Classifications Policy.

## **16 TERMINATION**

- 16.1 UKIFS may cancel or suspend an Order for Deliverables for any reason and at any time during the Term. Only where a cancellation amounts to a cancellation of an Order for convenience, UKIFS's liability (if any) shall be limited to those set out in Clause 17.2 (*Effect of cancellation of an Order*).
- 16.2 Without prejudice to any other right or remedy UKIFS may, an Order may be terminated with immediate effect and without liability by UKIFS on written notice to the Supplier if: (a) in the case of a material breach capable of remedy, if the Supplier fails to remedy that breach within 21 days from the date of a notice requiring it to be remedied; (b) immediately if the Supplier commits any material breach which is not capable of remedy; (c) immediately if there is a change in Control of the Supplier or its holding company or all or substantially all of the assets of the Supplier are transferred to a third party; (d) the Supplier becomes subject to an Insolvency Event; (e) in accordance with any specified termination rights set out in the Order, including in respect of breached of the Service Levels; (f) immediately if the Supplier repeatedly breaches any of the terms of this Agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or (g) immediately if the Supplier breaches any part of Clause 12 (*Confidentiality*) or Clause 14 (*Data protection*).
- 16.3 UKIFS shall have the option at its sole discretion to terminate at any time this Agreement (and any Orders) in its entirety or any specified Orders, on providing not less than 90 days' written notice to the Supplier. In such cases, UKIFS's sole liability shall be to pay the Supplier any undisputed amounts due and owing under this Agreement up to the termination date, in accordance with Clause 9 (*Price and Payment*). For the avoidance of doubt, termination under

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this Clause Error! Reference source not found. shall not be considered cancellation within the scope of Clause Error! Reference source not found. (*Cancellation of an Order*).

- 16.4 Where UKIFS has a right to terminate any Order under Clause 16.2 (*UKIFS's rights of termination for cause*) it shall be entitled to terminate any other Orders in existence under this Agreement, regardless of whether the breach or event giving rise to the right to terminate arises in respect of a particular Order.

### **17 EFFECT OF TERMINATION**

- 17.1 The Supplier shall continue to be responsible for performing and complying with its obligations under this Agreement during any termination notice period.
- 17.2 Any reimbursement by UKIFS pursuant to Clause **Error! Reference source not found.** (*Cancellation of an Order*), and the Supplier's sole remedy, shall be limited to UKIFS reimbursing the Supplier for its direct losses only, subject at all times to the Supplier: (a) providing evidence of any non-cancellable goods or materials already ordered or used in connection with the Order; and (b) using reasonable endeavours to mitigate its losses. Any such reimbursement under this Clause 17.2 shall in no event exceed the agreed Price as set out in Clause 9 (*Price and payment*).
- 17.3 Within 10 Business Days of expiry or termination of this Agreement, as applicable, the Supplier shall: (a) refund to UKIFS any sums paid in advance for Deliverables that have not been delivered or performed as at the effective date of termination; and (b) return to UKIFS Issued Property and all other information, materials, equipment and data in its possession or under its control that belongs to or has been provided by or on behalf of UKIFS.
- 17.4 Save as otherwise expressly provided in this Agreement, termination, cancellation or expiry of this Agreement for any reason shall not affect any rights or liabilities that have accrued prior to such termination or expiry.

### **18 ANTI-BRIBERY, ANTI-CORRUPTION AND FINANCIAL CRIME**

- 18.1 Each Party shall at all times comply with all Applicable Laws relating to anti-bribery, anti-corruption and financial crime including but not limited to the Bribery Act and the CFA (together, the Relevant Requirements), and keep at its main place of business detailed, accurate and up-to-date records that are sufficient to enable the verification of each Party's compliance with its obligations and the Relevant Requirements which can be accessed by the other Party and third party representatives on reasonable notice during normal business hours.
- 18.2 The Supplier shall ensure that any Sub-contractor, third party agent, contractor or associated person of the Supplier who is performing Services or providing Goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Clause 18. The Supplier

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shall be responsible for the observance and performance by such persons of the terms of that written contract, and shall be directly liable to UKIFS for any breach by such persons of any of its terms.

- 18.3 Any breach of this Clause 18 by either Party shall be considered a material breach not capable of remedy.

### **19 AUDIT AND REPORTING**

- 19.1 The Supplier shall, and shall procure that its Sub-contractors shall maintain for the Term complete and accurate records of all documentation that results from, or is created or used in connection with, the performance of its obligations under this Agreement.
- 19.2 The Supplier shall promptly make available to UKIFS on request, and on reasonable notice allow UKIFS, its internal or external auditors and other advisers (Auditors) access to, any information requested by UKIFS or its Auditors, including, without limitation, any information requested by UKIFS in order to: (a) monitor the Supplier's performance of and compliance with its obligations under this Agreement; (b) verify any Price or other amounts payable under this Agreement; (c) fulfil UKIFS's governmental, regulatory, or legal obligations; and (d) verify and inspect any of UKIFS's Issued Property or any property which is in the Supplier's possession or control.
- 19.3 Subject to Clause 19.4 (*Costs and Price for non-compliance*), each Party shall bear its own costs of any audit pursuant to this Clause 19, but the Supplier shall be responsible for the costs of any remedial actions required by UKIFS.
- 19.4 If an audit shows that the Supplier is not complying with the terms of this Agreement in any respect then, without prejudice to UKIFS's rights and remedies, the Supplier shall: (a) bear the reasonable costs incurred by UKIFS in exercising its right under Clause 19.2 (*Access to information*); or (b) remedying the failure in accordance with Clause 5.2 (*Remedy for failure*).

### **20 FORCE MAJEURE**

- 20.1 Neither Party to this Agreement shall in any circumstances be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event.
- 20.2 Subject to Clause 20.4 (*Right of termination for force majeure*), the date for performance of any affected obligations will be suspended for a period equal to the delay caused by the Force Majeure Event.
- 20.3 If a Party is delayed in or prevented from performing its obligations under this Agreement by a Force Majeure Event, such Party shall: (a) give notice in writing of such delay or prevention to the other Party specifying the nature and extent of the Force Majeure Event immediately on

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becoming aware of it; and (b) use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations.

- 20.4 If the Force Majeure Event continues for a period of 30 days or more following notification, the Party not affected by the Force Majeure Event may terminate this Agreement by giving not less than 15 days' prior written notice to the other Party.
- 20.5 UKIFS shall not be liable to pay the Price in relation to any Goods or Services that are not provided by the Supplier due to a Force Majeure Event.

## **21 GENERAL**

- 21.1 **Cumulative rights:** The rights and remedies of the Parties in connection with this Agreement are cumulative and, except as expressly stated in this Agreement, are not exclusive of any other rights or remedies provided by this Agreement, of law, equity or otherwise.
- 21.2 **Costs:** Except as otherwise stated in this Agreement, each Party shall bear its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement and all Ancillary Documents and any variations to this Agreement or such Ancillary Documents.
- 21.3 **Export controls:** If the Supplier transfers goods delivered by UKIFS or works and services performed by UKIFS to a third-party recipient, the Supplier shall comply with all applicable national, and as applicable relevant territorial controls, and international export control laws and requirements, including but not limited to obtaining all necessary licences. The Supplier shall inform UKIFS promptly of any changes to the transfer arrangements referenced in this Clause 21.3, in particular, a change to transfer locations and/or third-party recipients.
- 21.4 **Variation and change control.** No Change to this Agreement shall be valid or effective unless it is in writing and signed for and on behalf of each Party by the Party's duly authorised representative and otherwise made in accordance with the Change Control Procedure in Schedule 1 (*Change Control Procedure*). Any variation to this Agreement that is not a Change shall be effective only if it is in writing and signed by the Parties or their duly authorised representatives.
- 21.5 **Assignment and transfer:** The Supplier shall not be entitled to assign, transfer, hold on trust or otherwise deal with any of its rights and obligations arising under or in connection with this Agreement (and/or any Ancillary Documents) except with UKIFS's prior written consent.
- 21.6 **Sub-contracting:** The appointment of Sub-contractors or the performance of the Supplier's obligations by or through any person other than the Supplier shall be subject to UKIFS's prior written approval. The Supplier shall remain liable to UKIFS for any performance or non-performance of its obligations under this Agreement, whether by the Supplier or its Sub-contractors.

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- 21.7 **Right to rescind or vary:** The Supplier may agree to rescind or vary this Agreement without the consent of any other person or entity.
- 21.8 **No other third party rights:** Except as set out in this Agreement, this Agreement is not intended to be for the benefit of, and shall not be enforceable by any person other than the Parties under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 21.9 **Waiver:** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the exercise of that or any other right or remedy.
- 21.10 **Severability:** If any provision or part-provision of this Agreement is or becomes illegal, invalid or unenforceable, the provision will apply with whatever minimum level of deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the Parties' commercial intention.
- 21.11 **No partnership or agency:** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 21.12 **Entire agreement:** Except where expressly provided otherwise in this Agreement, this Agreement sets out the entire agreement between the Parties, and supersedes all proposals and prior written or oral agreements or understandings between the Parties, relating to its subject matter.
- 21.13 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all of which taken together shall constitute one and the same instrument.
- 21.14 **Further assurance:** The Supplier shall, at its own cost, do and/or execute, or arrange for the doing and/or execution of, any act and/or document reasonably requested of it by UKIFS to implement and give full effect to the terms of this Agreement.
- 21.15 **Disputes:** In the event of a Dispute, the Parties shall attempt to resolve such dispute by local operational management. If such resolution is not possible, either Party may refer the matter for determination to the Initial Contact for each of the Parties. If a Dispute cannot be resolved within 14 days of its referral to the Initial Contact, such Dispute shall be referred to the Senior Authority for each of the Parties. If a Dispute is not resolved within 14 days of its referral to the Senior Authorities, the Dispute shall be resolved by litigation under Clause 23 (*Governing law and jurisdiction*). Neither Party shall be prevented from, or delayed in, seeking orders for specific performance or interlocutory or final injunctive relief on an ex parte basis or otherwise

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as a result of the terms of this Clause 21.15, such clause not applying in respect of any circumstances where such remedies are sought.

**22 NOTICES**

- 22.1 Any notice or communication given to a Party under or in connection with this Agreement (Notice) shall be in writing, in English, delivered by hand or sent by pre-paid registered post or equivalent to the relevant Party's registered office, or sent by email to the email address: (a) for the Supplier: Dominic.Shepherd@icscoolenergy.com (b) for the UKIFS: operationalprocurement.step@ukifs.uk
- 22.2 A Notice sent by: (a) hand is served when delivered; and (b) pre-paid registered post or equivalent (or courier using an internationally registered courier company if sent abroad) is served two business days after posting; and (c) email, at the time of transmission.

**23 GOVERNING LAW AND JURISDICTION**

- 23.1 This Agreement and any non-contractual disputes or claims arising out of or in connection with it is governed by and shall be interpreted in accordance with English law. Subject to the provisions of Clause 21.15Error! Reference source not found. (Disputes), each Party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales in relation to all matters (whether contractual or non-contractual) arising out of or in connection with this Agreement.

Signed by the Parties or their duly authorised representatives

**UKIFS**

Signed for and on behalf of )  
**UK Industrial Fusion Solutions Ltd** )



Name: Ryan Cload

Position: Deputy Head of Operational Procurement

Occupation: Deputy Head of Operational Procurement

Date: 05/12/2025

**Supplier**

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Signed for and on behalf of )  
ICS Cool Energy Limited )

*Dominic Shepherd*

Name: Dominic Shepherd

Position: Regional Sales Manager - South

Date: 05/12/25

Signed for and on behalf of )  
ICS Cool Energy Limited )

*dk*

Name: Jon Reeve

Position: ICS Sales Engineer

Date: 05/12/2025

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## Schedule 1 Change Control Procedure

### Part 1: Change Control Procedure

- 1 UKIFS and the Supplier shall discuss Changes proposed by either Party and such discussions shall result in: (i) agreement not to proceed further; or (ii) written request for a Change by UKIFS; or (iii) a recommendation for a Change by the Supplier.
- 2 Where a written request for a Change is received from UKIFS, the Supplier shall, unless otherwise agreed, submit a change control note in the form set out in Part 2 of this Schedule 1 (**Change Control Note**) to UKIFS within 10 Business Days.
- 3 A recommendation for a Change by the Supplier shall be submitted as a Change Control Note direct to UKIFS at the time of such recommendation.
- 4 For each Change Control Note submitted, the Parties shall, within 10 Business Days of the date of the Change Control Note, evaluate the Change Control Note and, as appropriate either: (i) request further information or request a variation to the Change Control Note; or (ii) agree to the Change under the Change Control Note and arrange for signature pursuant to paragraph 5 of this Schedule 1; or (iii) notify the other Party of the rejection of the Change Control Note.
- 5 Once fully agreed between both Parties, the Supplier shall arrange for a copy of an approved Change Control Note to be signed for and on behalf of each Party by each Party's duly authorised representative.
- 6 If the Parties cannot agree to any issue under this Change Control Procedure within 20 Business Days of the date of the Change Control Note, they may seek to resolve it in accordance with the Dispute resolution procedure set out in Clause 21.15.
- 7 A Change Control Note signed by UKIFS and by the Supplier shall constitute an amendment to this Agreement.

### Part 2: Form of Change Control Note

Date of the Change Control Note:	
Ref:	
Change Request No:	
Contract:	Agreement between (1) UKIFS and (2) ICS Cool Energy Limited dated <b>[DATE]</b>
Title of Change:	



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Effective date of the Change:	
Details of Change:	
Reasons for Change:	
Impact of Change:	[Any effect on the terms of the Agreement, as well as provision of suggested amendments, then this needs to be noted here.]
Cost implications of Change:	[If there will be any effect on Charges, then this needs to be noted here.]
Timetable:	
Price:	
Originator:	

**Schedule 2**  
**UKIFS Policies**

## Schedule 3 Intellectual Property Rights

### 1 INTERPRETATION

The following definitions and rules of interpretation apply in this Schedule 3. Any capitalised terms that are used in this Schedule which are not defined below shall have the meaning given to them in the Agreement.

#### 1.1 Definitions

**Background IP** means any and all Intellectual Property Rights that are owned by or licensed to either Party and which are or have been developed independently of this Agreement before or after the Effective Date.

**Foreground IP** means any and all Intellectual Property Rights in: (i) any Deliverables designed, created or otherwise developed by or for UKIFS and/or a member of the UKAEA Group, or jointly developed by the Parties, pursuant to any Order; (iii) in any software (including, without limitation, all source code, documentation and preparatory designs) specifically developed or written by the Supplier or its Sub-contractors for UKIFS or any member of the UKAEA Group in connection with any Order; and (iv) any improvement or development to either Party's Background IP made pursuant to an Order.

### 2 FOREGROUND IP

2.1 The right, title and interest in and to (including future) any Foreground IP shall automatically vest in UKIFS. To the extent that such rights, title and interest do not automatically vest in UKIFS, the Supplier hereby assigns absolutely with full title guarantee all such rights, title and interest in and to such Foreground IP to UKIFS. Where Foreground IP assigned to UKIFS has been developed by or on behalf of Sub-contractors, the Supplier shall procure that the Supplier has the rights to make the assignment set out in this paragraph **Error! Reference source not found.**2.1.

2.2 In respect of any Foreground IP owned by UKIFS, the Supplier shall use all reasonable endeavours to do all such further acts as UKIFS reasonably requires to give full effect to the terms of this Schedule.

2.3 Nothing in this Agreement shall alter the ownership of either Party's Background IP.

2.4 The Supplier warrants that: (a) The Foreground IP does not copy the Intellectual Property Rights of any third party; and (b) It is not, (and in the case of Foreground IP developed by its Sub-contractors, its Subcontractors are not) aware that Foreground IP developed by or on behalf of the Supplier or its Sub-contractors infringes the Intellectual Property Rights of any third party.

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### **3 BACKGROUND IP**

- 3.1 UKIFS hereby grants to the Supplier a royalty-free, non-exclusive, irrevocable, non-transferable licence to use the Foreground IP and the UKIFS Background IP for the Term, solely for the purpose of, and to the extent required to carry out, the provision of Goods and/or Services in accordance with the Order.
- 3.2 The Supplier grants to UKIFS a royalty-free, fully paid-up, irrevocable, non-exclusive, non-transferable, worldwide licence to use the Supplier's Background IP, solely for the purpose of, and to the extent required to, receive and make full use and benefit of the Goods and/or Services provided under an Order (for itself and/or any member of the UKAEA Group).
- 3.3 The Supplier shall: (a) have the right to sub-licence UKIFS's Intellectual Property Rights strictly for the purpose and duration of the Order (such sub-licence to be subject to the same limitations as are set out in this Schedule). The Supplier shall have no other rights to sub-licence UKIFS Intellectual Property Rights without the prior written approval of UKIFS; and (b) have a process in place to ensure that: (i) documents containing UKIFS Intellectual Property Rights that are released to Sub-contractors, are released under appropriate contractual conditions and are adequately marked to show permitted terms of use; and (ii) documents for publication are reviewed, and that no information is released that prejudices the Client's position with regard to protection of UKIFS Intellectual Property Rights.
- 3.4 The Supplier warrants that the use of the Supplier's Background IP in accordance with the terms of the licence granted under paragraph 3.2 above shall not infringe the Intellectual Property Rights of any third party.

### **4 INTELLECTUAL PROPERTY MANAGEMENT**

- 4.1 UKIFS, as proprietor, may at its sole discretion take such steps as it decides from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in any Foreground IP. The Supplier shall, at the expense of UKIFS, provide all reasonable assistance as UKIFS may request for achieving such purposes.

### **5 SURVIVAL**

- 5.1 On expiry or termination of this Agreement (or any Order), the licences granted by: (a) UKIFS will immediately terminate; and (b) the Supplier will continue in perpetuity.

### **6 REMEDIES**

- 6.1 The Supplier acknowledges that any breach of this Schedule 3 or any act or omission by it which damages in any manner the reputation, image or prestige of UKIFS's Intellectual Property Rights may be of serious detriment to the business and operations of UKIFS.

## **STEP** **STRICTLY CONFIDENTIAL**

- 6.2 If UKIFS's or any member of the UKAEA Group's use of the Deliverables, the Services, the Goods, the Supplier's Background IP or the Foreground IP is held by a court of competent jurisdiction to constitute an infringement of a third party's Intellectual Property Rights, or if UKIFS or any member of the UKAEA Group is advised by legal counsel that such use or possession is likely to constitute such an infringement, then (without prejudice to any of UKIFS's other rights and remedies) the Supplier shall, at its own expense, and at UKIFS's option: (a) procure for UKIFS the right to continue using the Goods and/or Services in the manner provided for under this Agreement; or (b) modify or replace the Goods and/or Services as soon as reasonably practicable to avoid the infringement or alleged infringement. Any modification or replacement Goods and/or Services shall comply with the Goods Specification and/or Services Specification as applicable and all other requirements in this Agreement as to the standard and quality of the Goods and/or Services.
- 6.3 The Supplier shall on demand fully and effectively indemnify, keep indemnified, defend and hold harmless UKIFS from and against all Losses incurred by UKIFS and each member of the UKAEA Group and their respective directors, officers, agents, employees, successors and assigns arising out of or in connection with: (a) any claim that the Goods, Services or Deliverables or the use or provision of the Goods, Services, the Deliverables, the Supplier's Background IP, the Foreground IP or any hardware, software or any materials made available or licensed by the Supplier under this Agreement or used to provide the Goods and/or Services infringes the Intellectual Property Rights or any other rights of any third party; or (b) any infringement by the Supplier, its Staff, Sub-contractors, third party agents, contractors and associated persons of UKIFS's Intellectual Property Rights.
- 6.4 UKIFS shall notify the Supplier in writing as soon as reasonably practicable of any allegations of infringement of which it has notice and will not make any admissions without the Supplier's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

**Schedule 4**  
**Data Protection**

**1 INTERPRETATION**

The following definitions and rules of interpretation apply in this Schedule 4. Any capitalised terms that are used in this Schedule which are not defined below shall have the meaning given to them in the Agreement.

**1.1 Definitions**

**Controller, Data Subject, Personal Data, Personal Data Breach, Processor, and Processing** shall have the meaning ascribed to them in the Data Protection Law.

**Data Protection Law** means the following (each as applicable): the UK GDPR (as defined in the Data Protection Act 2018); the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003); and all other Applicable Laws and regulations relating to the processing of personal data and privacy.

**Description of Data Processing** means the description of Processing as set out in an Order.

**2 ROLES OF THE PARTIES**

- 2.1 The Parties agree and acknowledge that the roles of Parties in connection with the processing of Personal Data in connection with an Order are as set out in the Description of Data Processing.

**3 PROCESSING OF PERSONAL DATA BY THE SUPPLIER AS A PROCESSOR**

- 3.1 Where the Supplier is processing Personal Data as a Processor under this Agreement, the Parties agree that the subject matter, scope, nature, purpose, and duration of processing of Personal Data and the applicable types of Personal Data and the categories of Data Subject are as set out in the Description of Data Processing
- 3.2 The Supplier shall process the Personal Data as a Processor and the Supplier shall and shall procure that the Supplier Group and each of its Sub-contractors shall: (a) only process the Personal Data on the documented instructions of UKIFS (including as set out in the Description of Data Processing) or as required by Applicable Laws; (b) promptly inform UKIFS if the Supplier considers an instruction from UKIFS violates Data Protection Law; (c) the Supplier shall promptly notify UKIFS upon receipt of any notice or communication from a supervisory or regulatory authority relating to the Processing of UKIFS's Personal Data, or any complaint, allegation, claim or request relating to the Supplier's compliance with Data Protection Law; (d) take all reasonable steps to ensure the reliability of any personnel who may have access to, or are authorised to process, Personal Data including ensuring that such personnel have committed themselves to appropriate obligations of confidentiality; (e) comply with the

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Information Security Standards and implement and maintain all appropriate technical and organisational measures as required by Data Protection Law; (f) not engage any other processor or transfer or disclose any Personal Data to any processor, Sub-contractor or other party (including members of the Supplier Group) (**Other Processor**) without the prior specific written authorisation of UKIFS (and for the avoidance of doubt any third party which is expressly stated in an Order shall be considered to have been authorised by UKIFS) and shall enter into a written agreement with each Other Processor containing obligations on such Other Processor which are equivalent to those set out in this Agreement and remain fully liable to UKIFS for the performance of that Other Processor's obligations. The Supplier shall notify UKIFS in advance of any new or replacement Other Processors. UKIFS may object in writing within 14 days of such notification and if the objection cannot be resolved within a reasonable period, UKIFS may terminate the Agreement; (g) provide all assistance to UKIFS in relation to any Personal Data Breach; (h) in the event of a Personal Data Breach, without undue delay and at its own cost, take all steps to remedy the Personal Data Breach and reduce the impact of such Personal Data Breach and to prevent a repeat of the Personal Data Breach; (i) on expiry or termination of the relevant processing cease all use of the Personal Data and, at UKIFS' election, safely and permanently destroy all Personal Data and/or transfer it to UKIFS or a nominated third party unless Applicable Laws require storage of the Personal Data by the Supplier; (j) provide such assistance and co-operation as UKIFS requests to enable it to respond to any complaint, request or communication relating to the Personal Data and to comply with obligations imposed on it under Data Protection Law; (k) not by any act or omission put UKIFS in breach of the Data Protection Law; and (l) it shall not transfer any UKIFS Personal Data outside of the UK unless UKIFS has given its prior written consent and the Supplier has complied with all applicable transfer requirements under the Applicable Data Protection Law.

#### **4 PROCESSING OF PERSONAL DATA BY THE SUPPLIER AS A CONTROLLER**

- 4.1 Where the Supplier processes Personal Data as a Controller, the Parties agree that: (a) they shall only process the Personal Data in compliance with their respective obligations as Controllers under Data Protection Law, and (b) they are not entering a relationship as joint controllers or acting together to jointly determine the purposes and means of processing of the Personal Data in connection with the Agreement or any Order.

**Appendix 1**  
**Form of Order**

Dated: 05/09/2025

**BETWEEN**

UK Industrial Fusion Solutions Ltd, with company number 14620804 and whose registered address at Culham Science Centre, Abingdon, Oxfordshire, United Kingdom, OX14 3DB (**UKIFS**); and

ICS Cool Energy Limited with company number 05509182 whose registered address is Calmore Industrial Estate, Stephenson Way, Hedge End, Southampton, Hampshire, SO40 3SA, United Kingdom (the **Supplier**).

**BACKGROUND**

UKIFS and the Supplier have entered into an Agreement for the supply of Goods and/or Services, dated: 05/09/2025 (the **Agreement**).

This Order is issued pursuant to, and forms part of, the Agreement.

<b>1. Term</b>	This Order begins on 05/09/2025 (the <b>Order Effective Date</b> )
<b>2. Goods and/or Services</b>	The Supplier shall provide the goods and/or services, as further described in Schedule 1 to this Order Form.
<b>3. Time for Performance</b>	The Goods and/or Services shall be delivered in accordance with the timescales and milestones as further described in Schedule 1 to this Order Form.
<b>4. Acceptance Tests &amp; Acceptance Criteria</b>	<ul style="list-style-type: none"><li>Acceptance testing conducted by: ICS &amp; UKIFS Technical Team</li><li>Acceptance criteria: Conformity to specification, UAT as signed by UKIFS Technical Team</li></ul>
<b>5. Service Levels and Service Credits</b>	The Service Levels and Service Credits as set out in Schedule 2 to this Order shall apply to the provision of the Goods and Services under this Order.
<b>6. Dependencies and UKIFS Responsibilities</b>	<ul style="list-style-type: none"><li>UKIFS are responsible for providing a suitable area for installation and servicing of the goods as part of the contract only.</li></ul>



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## Schedule 1

### Goods and Services Specification

#### Goods

Goods	Goods Description	Goods Price (exc. VAT)	Quantity	Delivery Dates	Delivery Locations	Are the Goods Bespoke Goods for UKIFS? Y/N
Aptus Max ATFA 075 HE LN	Air Cooled Chiller	£157,568	1	TBC upon order confirmation	UKAEA, Culham	N
i-Temp Max th 8 150kW	Oil temperature control unit Includes: Weatherproof enclosure	Included in price above	1	TBC upon order confirmation	UKAEA, Culham	N
Work Area enclosure for welding and storage		£1,539	1	TBC upon order confirmation	UKAEA, Culham	Y
Pipework support bridge		£4,000	1	TBC upon order confirmation	UKAEA, Culham	Y
Extra valves for future Heat Exchanger line		£2,616	1	TBC upon order confirmation	UKAEA, Culham	Y

## **Services**

The Supplier shall:

System Installation:

General Works – Chiller & Oil TCU Installation

We have provided a quotation for the supply & installation of a 'Temperature Control System' to serve 3

off circuits, a Sample Loop via Oil TCU & Process Heat Exchanger, a Coil Loop via Process Heat Exchanger & an Aux. Loop via Process Heat Exchanger as detailed in the below specification.

The limit of the Tender Scope of Supply is to include for the supply & installation of a fluid chiller c/w all associated auxiliary cooling plant & oil temperature control unit up to the primary ports on the Process Heat Exchangers.

Based on the data provided & making the assumptions as detailed below we have calculated a Maximum

Coolant Return Temperature of 47.9°C:-

(i) Assumption 1 - 5°C temperature rise on primary circuit of Coil & Aux. Loop Heat Exchangers @ maximum performance.

(ii) Assumption 2 - Sample, Coil & Aux. Loop Heat Exchangers could be @ maximum performance.

The new chiller, chilled tank, chilled pump & oil TCU will be delivered to site via flatbed truck for offloading & positioning to be completed by the lift/shift team utilising a suitably sized HIAB vehicle/mobile

crane at this stage of the quotation. The plant will be off-loaded & moved into location in an agreed sequence utilising a small forklift truck under CPA Contract Lift conditions.

The new heat exchangers, being designed, supplied & installed by others will be located externally in the

existing fenced off area by others prior to ICS CE commencing works on-site. It will be necessary to dismantle fencing to gain access for these heat exchangers plus the TCU, this will be done by others at

this stage of the quotation.

The new TCU will require a weatherproofed enclosure which will be designed & manufactured to the

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specification detailed below. The oil TCU will be pre-assembled within the weatherproof enclosure prior to being delivered to site.

New pipework will be fabricated on site by our pipework engineers to connect from the new chiller to the

heat exchangers via the new TCU & pump/tank set. The new pipework will be installed generally at low level within the designated TCU & chilled fluid compounds only rising to traverse across fire door. It has been assumed that pipework support bridge will be created by others for us to fix new high-level pipework too. The low-level pipework will be fixed & supported off brackets fixed to ground level by the pipework engineers.

The system will be filled & pressure tested by the pipework engineers who will produce a low-pressure test certificate to confirm the integrity of the installed system. The pipework will then be thermally insulated with foil faced mineral wool sections with all insulation covered with a PIB sheeting.

The new chiller, chilled pump & TCU will need to be connected electrically at this stage to allow for full commissioning. All electrical works are the responsibility of others at this stage of the quotation.

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SO40 3SA

Following completion, an ICS Service Engineer will carryout the following Site Acceptance Testing for the

new plant all to be performed with temporarily closed loops & will include the following:-

Thermal Oil Loop Testing

- (i) Leak detection
- (ii) Valve operation
- (iii) Instrumentation check
- (iv) Temperature achievement (from 25°C to 350°C)
- (v) Heating verification (without a process load all we can show is process loop reaches set temp.)
- (vi) Cooling verification (as item (v))

Water Cooling Loop Testing

- (i) Power functionality
- (ii) Leak detection
- (iii) Valve operation
- (iv) Instrumentation check
- (v) Cooling verification

All above work is to be completed during normal working hours.

We will need an internal sheltered area to set up our fabrication area & a safe storage area for materials & tools. If not available, then we can supply site storage at an extra cost.

We would advise that we have included for project management & take on the responsibility of the Principal Contractor role to provide daily site attendance. We have included for is project management

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from start to finish which we would envisage to last no longer than 4 working weeks; attending site at key

stages such as Pre-start, Start On-site, Off-loading & Positioning & Commissioning.

Any additional time spent on-site during the programme maybe subject to additional charges subject to the nature of tasks to be undertaken.

NB: Prior to installing any new cooling equipment onto existing water circuits, it is recommended that a water sample is taken & appropriate steps taken to clean & dose the circuit with the appropriate chemicals. ICS have not included for any cleaning/dosing of biocides etc. into the existing circuit, other than dosing the chiller side of the circuit with glycol. As such we would recommend that the pipework be

professionally cleaned prior to installing the new chilling equipment.

### Oil TCU Weatherproof Enclosure

- To design, manufacture & supply of a weatherproofed enclosure suitable for housing an oil TCU capable of delivering hot oil to process at 400°C to the following specification:-
- Nominal size = 4,000mm (L) x 2,500mm (W) x 3,200mm (H).
- IP56 rated enclosure
- Removable side panels
- Capable of housing an oil TCU of 2,000kg & complete with 2 off 2½" Coolant PN16 & 2 off 3" Process PN16 Flanged connections.
- Made from mild steel, AP120 primed & powder coated.
- Suitable for lifting by crane.

### Civil Work

- It is imperative that the equipment is positioned on a flat-level solid base ideally with a float finish & suitable steel reinforcement mesh, when required.
- We have not included for any works to provide a level base it is the responsibility of others to provide a suitable base for the equipment.
- We have not allowed for the breaking into the facility via the external wall. Any penetrations required are the responsibility of others at this stage as is the making good following pipework installation.

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### Positioning of Equipment

- We have included for delivering,
- off-loading & positioning the new chilled system & TCU into the designated area by others.

### Pipework

- To supply & install stainless steel pipework to connect 1 off chiller to new heat exchangers being supplied by others via a TCU & pump/tank set. The pipework, fittings & associated valves will be supported from both ground level & the building structure as required & will be secured via pipe clips, screwed rod & fabricated bracketry at the recommended intervals as required by British Standards & CIBSE guidelines.

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- TCU process pipework will be fabricated in API 5L/A106 SCH40 steel pipe & associated fittings.
- Chilled water pipework including coolant supply to TCU will be fabricated in OSTP Metric Bore 304L (1.4307) pipe & fittings to EN 10217-7 & EN 10253-3
- We have included for the following due to UKAEA Weld Classification at 1P/V (UKAEA Classification Number), additional testing & documentation is required.
  - o On-site welder approval witnessed by UKAEA
  - o Traceability of all parts
  - o Weld mapping
  - o 100% radiography performed on/off site
  - o Test documentation pack
- Pipework will be suitably sized for the flow rates required.
- To include at chiller:
  - o 3 No. 4" Isolation valves
  - o 1 No. 4" 'Y'-type strainer
  - o 1 No. 4" Double regulating valve
  - o 2 No. 3" Flexi bellows
  - o 1 No. 2" Socket c/w 2"x1" reducing bush for loose supplied paddle type flow switch
  - o 2 No. Binder test points
- To include at weir tank:
  - o 2 No. 5" Isolation valves
  - o 2 No. 4" Isolation valves
  - o 1 No. 2" Isolation drain valve
  - o 1 No. Level switch
  - o 1 No. Temperature probe
- To include at chilled process pump:
  - o 2 No. 5" Isolation valves
  - o 1 No. 5" 'Y'-type strainer
  - o 1 No. Pressure indicator
- To include at TCU (coolant circuit):
  - o 2 No. 2½" Isolation valves
  - o 1 No. 2½" Double regulation valve
  - o 1 No. 1½" Pressure relief bypass valve
  - o 2 No. Binder test points
- To include at TCU (process circuit):
  - o 3 No. 3" Isolation valves
  - o 1 No. 3" 'Y'-type strainer
  - o 1 No. 3" Double regulating valve
- To include at 'Coil Loop' heat exchanger:
  - o 2 No. 3" Isolation valves
  - o 1 No. 3" Double regulation valve

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- o 1 No. 2" Double regulating valve
- o 1 No. 2" 3-way mixing valve – (actual sizing to be confirmed upon receipt of heat exchanger design)
- o 2 No. Binder test points
- To include at 'Aux. Loop' heat exchanger:
- o 2 No. 2½" Isolation valves
- o 1 No. 2½" Double regulation valve
- o 1 No. 1½" Double regulation valve
- o 1 No. 1½" 3-way mixing valve – (actual sizing to be confirmed upon receipt of heat exchanger design)

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- o 2 No. Binder test points
- To include at 'Sample Loop' heat exchanger:
- o 2 No. 3" Isolation valves
- o 1 No. 3" Double regulation valve
- o 1 No. 2" Double regulation valve
- o 1 No. 2" 3-way mixing valve – (actual sizing to be confirmed upon receipt of heat exchanger design)

### Thermal Insulation

- To supply & install onto all new pipework, foil-faced mineral wool sections, which will have all joints completely vapour sealed.
- All valves, strainers & flanges which require periodic attention will be fitted with pre-insulated purposedesigned & manufactured Aluminium boxes, fitted with toggle clips for ease of removal.
- All insulation will be identified in accordance with BS1710.
- External insulation will be weatherproofed with a PIB sheeting.
- We have included insulation on the heat exchangers & pump; however, not for any heat exchanger process pipework at this stage.

### Chilled Process Pump

- 1 off cast iron bodied, end suction pumps with mechanical seals.
- The pump is designed to operate on a run only basis & will have a 15kW HYDROVAR X driven pump motor.
- The pump is designed to supply 95m³/hr @ a generated head of 40m.

### Weir Plated Tank – Rectangular

- Nominal capacity of 3,750ltr.
- Size = 2,694mm (L) x 1,694mm (W) x 1,093mm (H).
- Constructed of GRP & includes the following:-
  - a. 25mm Fully Encapsulated Insulation
  - b. Single Manway

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- c. Screened Lid Vent
- d. PN16 Flanged Process Connections
- e. 2" Drain Assembly c/w ¼-turn Drain Valve
- f. Temperature Probe
- g. Lid Mounted Level switch
- h. Fully Encapsulated Marine Ply Base Board

- All required tank connections to be factory fitted prior to delivery to site.

### Electrical Installation

- All electrical work is to be undertaken by others, inclusive of all controls & mains power.
- We have not allowed for new protected supplies to be run out to the new chiller or the pump control panel.
- It has been assumed that the power supply will be installed by others during the above installation to allow complete cable testing & commissioning of the installation.

### Glycol

- We have provided a costing for the supply of a first fill of glycol at approx. 25% of the system volume to act as a system inhibitor & to give frost protection to the chiller side of the circuit.
- 1,215ltr of Mono Ethylene Glycol will be supplied.
- It is important to ensure a high level of water quality is maintained for the efficiency & longevity of the installed system & plant. We can provide a costing for water analysis & any required works following the results of this analysis if required.

### Mains Water Feed

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- We will not be responsible for any alterations to MCW.
- MCW must be within 1m of the unit to allow filling up before commissioning.
- MCW should be of suitable quality & pressure, preferably above 2bar.

### Water Treatment

- Every chilled water system containing either water or a water/glycol mix must be treated to minimise the harmful effects of corrosion, scale, sludge & microbiological fouling. This is especially important when investing in new cooling equipment for existing pipework systems. The chosen process may comprise of either pre-treatment or chemical techniques. You must therefore contact a water treatment specialist detailing the system material employed, system volume & a description of the process to ascertain the optimum requirements.
- Failure to carry out correct water treatment may result in fouling or failure of components or critical areas of the chiller & associated plant.
- Such failures will not be covered under warranty.
- ICS have not at this stage included for any of the above services.

### Decommissioning & Removal of Old System

- N/A

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### Exclusions

- Water Treatment
- Builders / Civil Works
- Electrical / Controls Work
- Access Equipment
- Trace Heating
- Removal / Decommissioning
- Schematic Drawings
- Premium Time / Out of Hours Working
- Anything Not Specifically Mentioned



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### Schedule 2 Service Levels

#### Service Levels

Service Component	Service Cost	Service Frequency	Measurement Method
Commissioning & Service Contract	£3,529	Once	UAT sign off
Mechanical Installation (Glycol, Pipework & Therma Installation, Process Pump, Delivery to UK Site (Includes offloading & positioning and 3750 Lite Cold Water Storage Tank)	£82,760	Once	UAT sign off
Site Acceptance Testing	£2,200	Once	UAT Sign Off
Principal Contractor	£43,747 (£9,500 + £34,247)	Once	N/A

Service Component	Service Cost	Service Frequency	Service Level Target	Measurement Method
Response Time	Inc. in contract	Ad-Hoc	Within 8 working hours	Service logs
Resolution Time	Per requirement	Ad-Hoc	Per requirement	Service logs
On-site Support	Included in Warranty	Ad-Hoc	Within 24 working hours	Service logs

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### Payment Milestones

		w/c 15/09/25	w/c 10/11/25	w/c 11/01/26	By 15-Mar
		30%	30%	30%	10%
PAYMENT MILESTONES		Upon order	Upon delivery of chiller + correlated services	Upon delivery of TCU + correlated services	Upon full commissioning and successful SAT
Total	£293,959.00	£88,187.70	£88,187.70	£88,187.70	£29,395.90

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<b>Equipment:</b>	£157,568
<ul style="list-style-type: none"> <li>Unit: 1 off <b>Aptus Max ATFA 075 HE LN</b> Air Cooled Chiller</li> <li>Unit: 1 off i-Temp Max <b>th 8 150kW</b> oil temperature control unit <b>Includes:</b> Weatherproof enclosure</li> </ul>	
<b>Services:</b>	£3,529
<ul style="list-style-type: none"> <li>Commissioning</li> <li><b>ICS Service Plus</b> Contract - 1 Year / 2 Visit</li> </ul>	
<b>Mechanical Installation:</b>	£82,760
<ul style="list-style-type: none"> <li>Glycol</li> <li>Pipework and Thermal Installation*</li> <li>Process Pump</li> <li>Delivery to UK site (Includes offloading and positioning)**</li> <li>3750 Litre Cold Water Storage Tank</li> </ul>	
<b>Site Acceptance Test:</b>	£2,200
<ul style="list-style-type: none"> <li>Site Acceptance Test at UKAEA</li> </ul>	
<b>Additional Agreed Items:</b>	
<ul style="list-style-type: none"> <li>Work Area enclosure for welding and storage</li> <li>Pipework support bridge</li> <li>Extra valves for future Heat Exchanger line</li> <li>Principal Contractor</li> </ul>	£1,539 £4,000 £2,616 £9,500
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<b>Project Total:</b>	£263,712
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*Following discussions, additional cost to cover welding approval, testing and documentation. Extended period to cover the cost for the onsite support for the principal contractor <b>+£34,247</b>	
**Reduction in cost for delivering equipment only, offloading and positioning by others <b>-£4,000</b>	
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<b>New Project Total:</b>	£293,959
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