

TERMS & CONDITIONS OF SALE

1. DEFINITIONS

In these terms and conditions of sale, the following meanings shall apply:

“Company”, “Seller”, “We” and “Us” means Solecco Solar Ltd Registered in England & Wales Company No. 10040373.

“Client”, “Buyer” and “You” means the person or organisation seeking to purchase Goods from Us, or to whom it is agreed the Goods are to be sold, and includes your employees, representatives, clients, contractors, colleagues and associates.

“Due Date” means the date 30 days after the date of the Seller’s invoice for the Goods or the date on which any of the events in General Condition 15 shall occur, whichever is the earlier.

“Company Signatory” and “Company Representative” means a person authorised by Us.

“Consumer” means any natural person acting for purposes outside their trade, business or profession.

“Contract” means the contract for the supply of Goods incorporating these Terms.

“Goods” means the goods, materials, systems, components or, when the context permits, services to be supplied by Us.

“Terms” means the terms set out in this document and any special terms agreed in writing between the Company and You.

“Defect” means the condition and/or any attribute of the Goods and/or any other circumstances which, but for the effect of these Terms would have entitled You to damages.

“Purpose” means the primary function of the Goods, this being to produce electricity by converting solar energy derived from the sun.

“Project Site” means the particular geographic location specified by You, and agreed in the Contract, where the Goods are to be delivered and the Installation is to occur.

“Installation” and “Fitting” means the act and process, carried out by Us, or persons authorised by Us, of putting the Goods in place.

“Preparations” means all arrangements, approvals, equipment, materials, Roofing Works and persons We require to be in place or otherwise organised by You to our satisfaction, at the Project Site, at least 24 hours prior to commencing Installation and also confirmed to Us 14 days prior to the Installation Date.

“Scope of Work” means the division of work to be performed by Us, or persons authorised by Us, under the Contract.

“Roofing Works” means all works other than that contained within the Scope of Work and includes the securing of scaffolding, waterproofing of the property, hoisting, application and removal of roofing materials and equipment aside from that of the Goods.

“Installation Date” means the first day on which the Installation occurs or is agreed to commence.

2. THE CONTRACT

2.1 All orders of Goods are accepted by Us only under these Terms and they may not be altered – other than with the written agreement of a Company Signatory. Any contrary or additional terms, unless so agreed, are excluded.

2.2 The Seller’s quotation is for information only and without engagement on its part and is subject to written confirmation by the Seller of its acceptance of the Buyer’s order. Quotations are subject to withdrawal at any time before the Seller’s written confirmation of acceptance is given to the Buyer and shall be deemed to be withdrawn unless so accepted within 30 days from their date.

2.3 All quotations are given and all orders in whatever terms are accepted subject to these terms and conditions which no person save a director of the Company has power to vary, and which supersede any terms appearing in the Seller’s catalogue or elsewhere, and override and exclude any other terms stipulated or referred to by the Buyer. Previous dealings between the parties shall not vary or replace these terms nor be deemed in any circumstances to do so. Acceptance of the Goods by the Buyer shall be conclusive evidence before any court of law or arbitrator. All orders hereafter made by the Buyer shall be deemed to be made subject to these General Conditions.

2.4 Orders may be cancelled only with the agreement of a Company Signatory and You will indemnify Us against all costs, claims, losses or expenses incurred as a result of that cancellation.

2.5 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design, drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.

2.6 It is your responsibility to be fully conversant with the nature and performance of the Goods, including any harmful or hazardous effects their use may have.

2.6.1 Without prejudice to Clause 2.6.4 of these Terms while We take every precaution in the preparation of our brochures, technical circulars, price lists and other literature, these documents are for your general guidance only and statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.

2.6.3 If You require advice (including Health and Safety information) in relation to the Goods, a specific request for advice should be made and any advice given in writing by a Company Signatory in response to such a request shall amount to a representation and We shall be liable accordingly.

2.6.4 We shall not be liable in respect of any misrepresentation made by Us, our employees or agents to You, your employees or agents as to the condition of the Goods, their fitness for any purpose or as to quantity or measurements, unless the representation is:

2.6.4.1 made or confirmed in writing by a Company Signatory; and/or

2.6.4.2 fraudulent.

2.6.5 For the avoidance of doubt, our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 14 of these Terms.

3. PRICE

3.1 The Price of the Goods shall be that prevailing at the date of delivery of the Goods. All prices are net cash prices, exclusive of VAT or any similar taxes, levies or duties which will be charged at the rate applicable when invoiced.

3.2 Prices listed or quoted are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by Us after the date of acceptance of your order and any direct or indirect costs of making, obtaining, handling, or supplying the Goods.

3.3 Prices quoted are applicable to the quantity specified and on the information provided by You at the time of order on the understanding that the whole of the Goods quoted for will be ordered, purchased and supplied. In the event of orders being placed for lesser quantities, or if there is any change in specifications, delivery dates, or delay is caused by your instructions or lack of instructions, We shall be entitled to adjust the price of the Goods as ordered to take account of the variations.

3.4 We shall have the option of supplying any Goods ordered by You in imperial measurements in the nearest equivalent metric measurements and the Goods may be charged in metric measure allowing for conversions.

4. PAYMENT

4.1 Unless the sale is for cash, or other credit terms have been agreed in writing with a Company Signatory, all accounts are due for settlement on the Due Date. Payment shall not be delayed on account of the absence of an architect’s certificate, planning permission, or any other such approvals.

4.2 Payment shall be made to Us by You in the currency and quantity indicated in the Contract and in accordance with the Due Date.

4.3 We will accept payment of accounts by credit card subject to a 2.5% surcharge. The amount of this surcharge may be revised by written notice to You including by announcements on our website from time to time.

4.4 Late payment will incur interest each week at 8% above the Bank of England base rate, prevailing from time to time, until the date of payment after as well as before judgment.

4.5 Credit facilities may be withdrawn or reduced at any time by Us at our sole discretion.

4.6 Even if We have previously agreed to give You credit, We reserve the right to refuse to execute any order or Contract if the arrangements for payment or your credit rating is not satisfactory to Us. In our discretion We may require security satisfactory to Us or payment for each consignment when it is available and before it is despatched in which case delivery will not be effected until We are in receipt of security or cleared funds as requested by Us.

4.7 In the case of short delivery, You will remain liable to pay the full invoice price of all Goods delivered or for those Goods available for delivery.

4.8 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim, which You may have, or allege to have, for any reason whatsoever.

4.9 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You.

4.10 At all times, unless otherwise specified in writing by Us, any payments due to the Company by You shall be made in full and in cleared funds within 14 days of the invoice issue date.

4.11 Failure by You to make any payment due to Us, in full and in cleared funds, within any timeframes specified by Us may result in the removal and recovery of the Goods supplied. In addition, You agree to make payment to Us, in full and in cleared funds, for any costs incurred by Us in relation to the removal and recovery of Goods, or the absence of payment due to Us.

5. DELIVERY

5.1 Delivery to the Buyer will be in accordance with instructions given to the Seller and the Seller may at its sole discretion make such additional charges as are fair and reasonable in respect of such delivery.

5.2 Whenever possible Goods will be delivered by road vehicle to the Buyer’s specified delivery address. Additional carriage charges in accordance with rates current at the time of despatch may be applied if special delivery arrangements (e.g. packed consignments to destinations other than to the Client’s normal premises, site, warehouse or works, to remote areas, or in small batches) are required.

5.3 Delivery will be effected when the Goods leave our premises whether carried by Us or an independent carrier, or the premises of our suppliers when the Goods are delivered direct from suppliers.

5.4 Where delivery is effected by the Seller it will be deemed to have been completed when the Goods are ready to be unloaded at the delivery address specified by the Buyer.

5.5 We will use our best endeavours to despatch goods in accordance with the specified delivery date. Delivery dates are given in good faith, but are estimates only.

5.6 Time for delivery shall not be of the essence of the Contract.

avoidance of doubt of any liability to any third party) resulting from any delay in delivery of the Goods, or failure to deliver the Goods in a reasonable time – whether such delay or failure is caused by our negligence or otherwise howsoever.

- 5.8 We reserve the right to make delivery by instalments and tender a separate invoice in respect of each instalment. Our failure to deliver any one or more instalments, or any claim by You in respect of any one or more instalments, shall not entitle You to treat the Contract as a whole as repudiated.
- 5.9 The price agreed excludes our normal delivery charges and We may make an additional charge if We incur further costs or expense such as (but not limited to): i) those caused by delivery of less than a full load, ii) complying with your request for delivery outside our normal delivery pattern or trading by instalments, iii) orders of small value which are not economical for Us to deliver free.
- 5.10 If You fail to take delivery within the agreed time, in our discretion, We may make an additional charge, invoice You for the Goods, or treat the Contract as repudiated and, in any case, recover our losses from You.
- 5.11 If the Goods are to be deposited other than on your private premises, You shall be responsible for compliance with all regulations, and for all steps which need to be taken for the protection at all times of the Goods, persons or property.
- 5.12 We shall make a charge for packaging, including crate cases and pallets, which shall be credited if the crate cases or pallets are returned – carriage paid – in good condition and within seven days of delivery.
- 5.13 You will indemnify Us in respect of all costs, claims, losses or expenses We may incur as a result of delivery in accordance with your instructions. This indemnity will be reduced in proportion to the extent that such costs, losses, claims or expenses are due to our negligence.

6. URGENT ORDERS

- 6.1 An additional charge may be made and if so will be notified to the Buyer at the time of acceptance of the order if the urgency of an order can only be met by additional costs labour, material or carriage.

7. SPECIFICATION AND INFORMATION

- 7.1 Where the Contract provides that the Company is to design, supply, manufacture or perform Goods to the Client's specification the Client shall be under an obligation to provide the Company with sufficient accurate information, drawings and the like to enable the Company to perform the Contract. The Company shall not be liable for any defect in such Goods which arises out of any failure or defect in the design or specification and the warranty hereinbefore contained shall not apply to such Goods.
- 7.2 The Company shall not be under any liability in respect of descriptions, specifications, weights or dimensions or other matters in relation to Goods contained in any material such as forwarding specifications, drawings, price lists, catalogues, trade publications and advertising matters, other than in the Contract itself.
- 7.3 Where specifications or other information has been provided by the Company, the specifications or information, including, but not limited to, dimensions, performance, timescales or dates, should only be referred to as estimations and not be considered to be precise. The Company accepts no responsibility or liability for any circumstances, loss, damages or costs which may arise, or may have arisen, due to information, specifications or quotations provided.
- 7.4 Where the Company incurs any costs resulting from inaccurate information provided to the Company by the Client, the Company reserves the right to invoice the Client for an amount at least equal to those same costs incurred by The Company.
- 7.5 The Company's policy is one of continuous improvement. It therefore shall be entitled without notice to make changes in dimensions, materials and designs which it thinks reasonable, necessary or desirable without affecting the validity of the contract. The Client shall have no cause of action in respect of any such change.

8. ALTERATIONS

- 8.1 It is the Client's responsibility to scrutinise order acknowledgements to ensure that their requirements have been correctly interpreted by the Company as after manufacture has commenced alterations may be impossible.

9. INSPECTION

- 9.1 You shall inspect the Goods at the place and time of unloading, but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.
- 9.2
- 9.2.1 **You must advise Us by telephone immediately and give Us written notice within three working days of unloading any claim for defective, faulty, damaged Goods, or short or otherwise incorrect delivery.**
- 9.2.2 If You do not give Us that notice within that time, the Goods will be deemed to have been delivered in the quantities and specifications shown in the Contract and in a condition satisfactory to You.
- 9.2.3 You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods or claim any damages whatsoever, for short delivery howsoever caused.
- 9.2.4 **Our liability for short delivery is limited to making good the shortage.**
- 9.3
- 9.3.1 Where it is, or would have been, apparent on a reasonable inspection that the Goods are not in conformity with the Contract, or in a condition satisfactory to You, or (where the Contract is a contract for sale by sample) that the bulk does not compare with the sample, You must advise Us by telephone immediately, and give Us written notice within three working days of inspection, in each case stating any reason for notice and your intention to accept or otherwise reject the Goods.
- 9.3.2 If You fail to give Us that notice within that time, the Goods will be deemed to have been accepted and You shall not be entitled, and irrevocably and unconditionally waive any rights, to reject the Goods.

10. QUALITY AND EXCLUSION

- 10.1 All goods supplied by the Company are supplied on the basis that they are not required for any special purpose different from the usual purpose for which such goods or services are supplied and the Client shall be deemed to have full knowledge of the nature and properties of the Goods supplied and any hazards they involve and the proper treatment, storage and maintenance thereof. In particular Goods are supplied on the basis that they shall be used in normal conditions appropriate for such Goods and shall be properly maintained. Guidelines for storing and maintenance of the Goods are available from the Company.
- 10.2 Subject to Clause 17 and except and in so far as the Company is prevented by statute from doing so, it is expressly understood that the Company gives no warranties or conditions (whether expressed or implied) as to the quality or fitness of Goods for any specific purpose even if that purpose is known to the Company, and save as provided in these General Conditions and except as aforesaid the Company shall not be under any liability, whether in contract, tort, or otherwise, in respect of defects in the Goods or failure to correspond to specification or sample or for any damage or loss resulting from such defects or failure or from any work done in connection therewith.
- 10.3 Where at the Project Site or any place or premises owned or occupied by You, any damage or mishandling of the Goods is caused, or otherwise not prevented by You, the cost of those Goods shall be payable to the Company by the Client.
- 10.4 While We endeavour at all times to ensure the consistent quality of the Goods it is not uncommon for them to from time to time;
a) crack, chip, or fragment and;
b) be produced with cosmetic imperfections and/or physical inconsistencies which may affect their appearance.
Save where these defects are shown to impact the Purpose of the Goods, the Company accepts no liability and is under no obligation to replace or refund those Goods. You waive any and all rights to refund and such defects shall not be considered to constitute a valid warranty claim.
- 10.5 Any request to replace or refund the Goods should be made to Us in writing stating the reason for that request. Where You request the Goods be replaced by Us in relation to these aforementioned defects the cost of undertaking these works will be charged to You.

11. PREPARATIONS

- 11.1 You agree that all the following Preparations shall be in place at the Project Site, as arranged and paid for by You, prior to the Installation commencing.
- a) Planning permission or any otherwise required approvals and/or consent.
 - b) Direct vehicle access to the Project Site suitable for the parking, loading and unloading of a 7.5 tonne, tail-lift vehicle, or equivalent, for the duration of the Installation process. If suitable vehicle access cannot be provided, You agree to provide suitable alternative means of transporting Goods from the delivery vehicle to the Project Site.
 - c) Roof access, including appropriately assembled and secured scaffolding, decking and access platforms, suitable for Us, or persons authorised by Us, to reach and operate as necessary at roof level across all areas relating to the Fitting of the Goods.
 - d) Property access, supervised at all times by You,
 - e) Completed construction, weatherproofing and preparation of the roof structure and Roofing Works at the Project Site.
 - f) All materials in sufficient quantity and quality, required by Us for the Installation of the Goods, including roofing battens.
 - g) You or any other persons authorised by You and with appropriate project responsibility granted by You to be present on site for the duration of the Installation.
 - h) All required Project Site grid electrical connections suitably in place and operational, along with a tested, approved and operational consumer unit, to allow the Installation to be completed.
 - i) All relevant health and safety checks and measures in place, in accordance with all relevant legislation and guidelines.
 - j) Appropriate trunking, cable tracts and provisions in place, for cables to be run into the property, from the roof level, through to the intended inverter location and subsequently to the consumer unit.
 - k) Inverter and, where appropriate, battery, positioning information submitted in writing to The Company.
 - l) A cavity of at least 10cm depth, between the felt layer and batten layer, for the purpose of housing the solar tile connectors and other associated wiring required in relation to the Goods.
- 11.2 It is the responsibility of the Client to confirm in writing to Us prior to the installation date that all Preparations are or will be in place. If, for any reason, one or more of the Preparations are not, or will not, be in place, to the satisfaction of the Company, prior to the Installation Date the Company reserves the right to delay, postpone or cancel the Installation and/or the Contract, with immediate effect.
- 11.3 We accept no liability for any costs or damages incurred by You as a result of the contract being terminated by Us or the Installation being cancelled, delayed or postponed by Us due to Preparations having not been confirmed in writing to Us by You prior to the Installation Date.
- 11.4 Any costs incurred by the Company as a result of the Installation being cancelled, delayed or postponed by Us due to Preparations having not been confirmed in writing to Us by You prior to the Installation Date shall be payable to the Company by the Client.

12. INSTALLATION

- 12.1 Unless otherwise agreed in writing between the Company and You, our responsibility shall at all times be expressly limited to that of the Scope of Work as specified within the Contract.

relevant legislation and guidance, suitably undertaken by You and to your satisfaction and You accept full responsibility and liability for any costs or damages that may be incurred by You or the Company in relation to those Roofing Works and agree to indemnify the Company in relation to all such works.

- 12.3 We accept no liability at any time for the quality or performance of any materials supplied or fitted by persons other than Us. For the avoidance of doubt this includes but is not limited to conventional tiles, slates, roof windows or skylights, waterproof membranes, underlays, battens, beams, ridge tiles, eave caps or verge fittings.
- 12.4 It is the responsibility of the Client to ensure that all suitable and required measures relating to the weatherproofing of the building structure, prior to, during and following the Installation. The Company accepts no responsibility, costs or liability relating to the weatherproofing, or lack thereof, of the project, property or its structures at any time, prior to, during or following, the Installation.
- 12.5 Where any damage or mishandling of the Goods, caused by You, results in the delay, postponement or cancellation of the Installation, the Company reserves the right to specify a new Installation Date at its earliest convenience and pass any reasonable costs associated with this revised Installation, to the Client.
- 12.6 The Company accepts no responsibility, or liability, for any costs incurred by the Client, or the Client's contractors, resulting from delays, postponement or cancellation of the Installation, where caused by persons or conditions outside of the reasonable control of the Company.
- 12.7 Any cancellation or postponement of the installation, resulting from any actions or inactions of the Client, shall, at the discretion of the Company, result in additional charges payable by the Client at a rate of, at least, £750.00 per day, to be payable by the Client to the Company upon request.
- 12.8 Where, for reasons outside of the control of the Company, We are at any time after the Installation Date required or otherwise requested to attend the Project Site, You agree to pay to the Company any costs incurred by Us associated with and in relation to such attendance and any works duly carried out by Us at the request of the Client.
- 12.9 If at any time during or following the Installation, for any reason whatsoever, the Goods are handled, moved, damaged, disturbed or otherwise interfered with in any way, by You or any persons other than Us, the Warranty shall be immediately invalidated and void.
- 12.10 If at any time the Goods, are damaged, mishandled, or are suspected to have been damaged or mishandled, while located on or near property owned or occupied by the Client, by any persons other than Us, the cost of these Goods and any replacement Goods, including any costs associated with the damage or the replacement of these Goods, shall be payable to the Company by the Client.
- 12.11 Any and all identified faults or damage, or suspected faults or damage, relating to the Goods, property or persons, should be reported by the Client to the Company, in writing, within three days of the Installation Date. The Company shall have 30 days, from the first working day after receiving such a report, to respond to the report and state the intended course of action if any. You accept that failure by You, for any reason whatsoever, to report to the Company any damage, or suspected damage, in this manner and within this timeframe, shall result in the Warranty being immediately invalidated and void and You agree to waive any such rights to refund or damages.
- 12.12 Where Installation is commenced but cannot be, or is prevented from being, completed on that same date for reasons outside the control of the Company, including in relation to the Preparations, save where outside of the reasonable control of the Client, the Installation shall be considered, as for the purposes of payment, to have been completed by Us in accordance with the Contract, such that any outstanding payments due to Us from You shall be paid in full within 7 days of this Installation Date. This Clause 12.12 shall supersede any previously agreed Due Date.
- 12.13 The Company will at its earliest convenience undertake any remaining Installation works. You shall indemnify the Company for any loss, costs or damages incurred by You where Installation has commenced but cannot be, or is prevented from being, completed on that same date for reasons outside the control of the Company.

13. TITLE AND RISK

- 13.1 Risk in the Goods shall pass to You when the Goods are delivered.
- 13.2 The property in the Goods shall remain with Us until You pay all sums due to Us in full, whether in respect of this Contract or otherwise.
- 13.3 Until title passes:
- 13.3.1 You shall hold the Goods as our fiduciary agent and bailee.
- 13.3.2 The Goods shall be stored separately from any other goods and You shall not interfere, or permit interference, with the Goods or any identification marks, labels, batch numbers or serial numbers on the Goods.
- 13.4 We shall be entitled, at any time, to disconnect, deactivate, remove, recover or reclaim any or all of the Goods in your possession to which We have title and for that purpose, We, or persons authorised by Us may, with such transport as is necessary, enter upon any premises occupied by You, or to which You have access and where the Goods may be, or are believed to be, situated.
- 13.5 All costs associated with the disconnection, deactivation, removal, recovery or reclamation of the Goods, shall be payable to the Company by the Client.
- 13.6 Where Goods are to be removed by Us, or persons authorised by Us, it is the responsibility of the Client to ensure that suitable arrangements are made and paid for by the Client, to limit any possible damage to the property.
- 13.7 **The Company accepts no liability for any damage howsoever caused during or following the removal of the Goods.**

14. LIABILITIES

- 14.1 Nothing in these Terms shall exclude or restrict our liability for death or personal injury resulting from our personal negligence or our liability for fraudulent misrepresentation.
- 14.2 Subject to Clause 14.1 of these Terms, We shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead of liability in damages, We undertake liability under Clause 14.3 below.
- 14.3 Where but for the effect of Clause 14.2 of these Terms You would have been entitled to damages against Us, We shall not be liable to pay damages but subject to the conditions set out in Clause 14.4 below shall at our sole discretion, either repair the Goods at our own expense, or supply replacement Goods free of charge or refund all (or where appropriate part) of the price of the relevant Goods.
- 14.4 We shall not be liable under Clause 14.3:
- 14.4.1 if the Defect arises from wear and tear.
- 14.4.2 if the Defect arises from wilful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Goods, failure to follow British Standard or industry instructions relevant to the Goods, or storage of the Goods in unsuitable conditions (but this sub-clause shall not apply to any act or omission on our part).
- 14.4.3 **if the Defect would have been apparent on a reasonable inspection under Clause 9.1 of these Terms at the time of unloading, unless You advise Us by telephone immediately and written notice of any claim is given to Us within three working days of the time of unloading.**
- 14.4.4 if the Defect is discovered within one month from the date of delivery, unless You give Us written notice of the Defect within three working days of it being discovered.
- 14.4.5 if in any case the Defect is discovered more than one month from the date of delivery.
- 14.5 If the Goods are not manufactured by Us, or have been processed by a third party – whether or not at your request – our liability, in respect of any Defect in workmanship or materials of the Goods, will be limited to such rights against the manufacturer or the third party as We may have in respect of those Goods.
- 14.6 If the Goods are manufactured, processed by Us to the design, quantity measurement or specification of You or your agents then:
- 14.6.1 Subject to Clause 14.1 of these Terms, We shall not be under any liability for damages whatsoever or under Clause 14.3 of these Terms as the case may be except in the event of:
- 14.6.1.1 fraudulent misrepresentation;
- 14.6.1.2 misrepresentation where the representation was made or confirmed in writing by a Company Signatory;
- 14.6.1.3 non-compliance with such design, quantity, measurement or specification;
- 14.6.1.4 breach of a written warranty signed by a Company Signatory that the Goods are fit for that purpose; or
- 14.6.1.5 a claim maintainable against Us pursuant to Clause 14.1 of these Terms.
- 14.6.2 You will unconditionally, fully and effectively indemnify Us against all loss, damages, costs on an indemnity basis and expenses awarded against, or incurred, by Us in connection with, or paid, or agreed to be paid, by Us in settlement of any claim for infringement of any patents, copyright design, trademark, or any other industrial or intellectual property rights of any other person.
- 14.6.3 You will further unconditionally, fully and effectively indemnify Us against all loss, damages, costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid, by Us in settlement of any other claim arising from any such manufacturing processing, including – but not limited to – any Defect in the Goods. This indemnity will be reduced in proportion to the extent that such loss damage, costs and expenses are due to our negligence.
- 14.7 You will unconditionally, fully and effectively, indemnify Us against all loss, damages, costs on an indemnity basis and expenses awarded against, or incurred by Us in connection with, or paid, or agreed to be paid by Us in settlement of any claim by any third party arising from the supply or use of the Goods. This indemnity will be reduced in proportion to the extent that such loss, damage, costs and expenses are due to our negligence.
- 14.8 You (not being a Consumer) agree that where the Goods (being electrical equipment) become a waste in accordance with Directive 2002/96/EC (including any amendments and re-enactments thereof) and all applicable Member State implementing regulations and laws (together known as the "WEEE Directive"), You agree to bear the responsibility for ensuring, and financing all costs of collection, treatment, recovery and environmentally sound disposal of the Goods in accordance with the WEEE Directive. In addition You (not being a Consumer) also agree to bear responsibility for compliance with such requirements and financing all such costs in respect of any Goods (being electrical equipment) which are being replaced by Goods as a new equivalent product or as a new product fulfilling the same function. Additionally You agree to indemnify and hold harmless Us and any other person who is the producer of the Goods within the meaning of the WEEE Directive from all such costs referred to in this clause.
- 14.9 **Without prejudice to any other provisions in these Terms, in any event, our total liability for any one claim, or for the total of all claims arising from any one act of default on our part howsoever arising (whether arising from our negligence or otherwise), shall not exceed the purchase price of the Goods – the subject matter of any claim.**
- 14.10 The Client will indemnify the Company against any loss or damage suffered as a result of any failure by the Client to perform any of the terms and conditions of the Contract.
- 14.11 The Client will indemnify the Company against each and every liability, claim, cost and damage to which the Company is or otherwise be subject arising out of the supply of Goods by the Company and/or any representations or advice given by or on behalf of the Company in relation to Goods.
- 14.12 The indemnities hereby given shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the termination of the Contract.

15 CANCELLATIONS

In addition to Clause 2 of these Terms:

- 15.1 You have a 14 working day "cooling off" period during which You may cancel the Contract without penalty. Your order will not be processed until this period has elapsed and it has been accepted that You wish to proceed with the order as arranged. After this time, cancellation may incur a financial cost to You.
- 15.2 The Client may not cancel a contract without the consent of the Company, which if given shall be deemed to be on the express condition that the Client shall indemnify the Company against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.
- 15.3 In addition the Company shall have the right to cancel all future performance by the Company of any future obligation of the Company under the Contract or any other contract between the Company and the Client if the Buyer shall:-
- 15.3.1 commit any breach of contract;
- 15.3.2 be unable to pay his debts or being an individual shall have a petition presented for an order for his bankruptcy or, being a company, convene a meeting of its creditors or have a petition for winding up presented against it or have a receiver appointed of all or any of its assets;

15.4 Any cancellation, breach or termination by You of the Contract, after 14 days or more following the date of signing the Contract, shall waive any right You may have to any refund and the Goods will remain with the Company.

16. NON-PAYMENT/INSOLVENCY

- 16.1 "Insolvent" means You becoming unable to pay your debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution or distress on any of your property; the appointment of a receiver or administrative receiver over all, or any part, of your property; a proposal for a voluntary arrangement or compromise between You and your creditors, whether pursuant to the Insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding-up, or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction, the presentation of a petition for your winding-up, or for an administration order in relation to You. If You suffer any analogous step or proceedings under foreign law or You are ceasing, or threatening to cease to carry on your business.
- 16.2 If You fail to pay the price for any Goods on the due date or fail to pay any sum due to Us under any Contract on the due date or You become insolvent or if You are a limited company or partnership and there is a material change in your constitution or You commit a material breach of this Contract and fail to remedy that breach, all sums outstanding between You and Us shall become immediately payable, and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):
- 16.2.1 require payment in cleared funds in advance of further deliveries or the processing of further orders.
- 16.2.2 cancel or suspend any further deliveries to You under any Contract without liability on our part
- 16.2.3 without prejudice to the generality of Clause 13 of these Terms exercise any of our rights pursuant to that clause.
- 16.3 If We reasonably incur third party costs, such as tracing or debt collection agency costs, or seek to take legal proceedings to enforce our rights as a result of your breach of this Contract – including but not limited to – recovery of any sums due, You will reimburse Us such reasonable agency costs or legal costs incurred on an indemnity basis.
- 16.4 Without prejudice to clause 16.3 if You are acting in the course of a business then in the event of late payment We reserve the right to claim compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at the prevailing rate, currently £50 for a debt less than £1000, £100 for a debt of more than £1000 but less than £10,000 and £100 for a debt in excess of £10,000.

17. WARRANTY

- 17.1 The Company shall not be liable under Warranty or otherwise for any direct or indirect loss whatsoever arising out of any defect in the Goods or any part thereof.
- 17.2 The Client's rights under warranty are subject to and conditional upon observance of the following conditions:
- 17.2.1 the warranty shall not be assigned or transferred unless the Company's consent in writing has first been obtained;
- 17.2.2 the Company shall be notified at the time of the defect is discovered and shall be given an opportunity to examine the Goods concerned at the Project Site.
- 17.3 Subject to Clause 17 of these Terms, all matters are subject to the full Warranty provided by the Company in conjunction with the supply of the Goods.
- 17.4 The Warranty will be voided and You will waive any and all rights to damages if at any time following the Installation of the Goods any Works are carried out at the Project Site by You which did have, or We deem to have had, or may reasonably be considered to have had, an impact on the Purpose, condition or appearance of the Goods, for the avoidance of doubt this impact includes but is not limited to handling, moving, lifting, covering or otherwise interfering with the Goods.

18. NOTICE TO THIRD PARTIES

- 18.1 The Client undertakes and agrees to bring fully to the notice of all persons whatsoever with whom the Client may deal the terms of the General Conditions 13 and 15.

19. GENERAL

- 19.1 This Contract shall be governed and interpreted according to the Law of England and Wales and You agree to submit to the non-exclusive jurisdiction of the English Courts.
- 19.2 No variation of these Terms shall be effective unless specifically agreed by the Company in writing.
- 19.3 We shall not be liable for any delay or failure to perform any of our obligations in relation to the Goods due to any cause beyond our reasonable control, including industrial action and weather conditions.
- 19.4 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provisions. No failure or delay by Us in enforcing any of our rights shall constitute a waiver of any of our rights. No waiver shall be effective unless in writing signed by Us.
- 19.5 If You are more than one person, You are jointly and severally liable for all of your obligations under these Terms.
- 19.6 If any of these Terms is held by a competent authority to be invalid or unenforceable as drafted:
- a) it will not affect the enforceability of any other of these Terms and they shall remain in full force and effect; and
- b) if it would be enforceable if amended, it will be treated as so amended.
- 19.7 We may assign, novate, or subcontract all or part of this Contract and You shall be deemed to consent to any novation. This Contract is personal to You and it may not be assigned by You.
- 19.8 Nothing in this Contract is intended to, or will grant any right, to any third party to enforce any Terms of this Contract, be it express or implied.
- 19.9 Incorporation of your business: Until You are informed in writing by Us that either the status of the account has been amended to a limited company or a fresh account opened all orders will continue to be attributed to the current account and You will remain responsible to Us.
- 19.10 Please note that we may transfer personal information about you to those we may appoint to administer your account or recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.

20. BRIBERY ACT COMPLIANCE

- 20.1 You shall ensure that in any dealings with the Us, neither You nor your employees or agents shall commit any offence under the Bribery Act 2010 ("the Act") including not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Act. You shall inform Us immediately You become aware of any actions between the parties that could constitute an offence under the Act.



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