



General Terms and Conditions of Sale

1. Introduction

1.1. These Terms and the Order set out the whole agreement between you and us ('Agreement') for the purchase of the Goods to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2. In these Terms, the following definitions apply:

Agreement: the agreement between you and us for the sale and purchase of the Goods in accordance with these Terms.

Force Majeure Event: has the meaning given in clause 14.

Goods: the Goods that we sell to you as set out in any Sales Order.

Order: your offer to purchase the Goods, as set out in your purchase order, your written acceptance of our quotation, as the case may be.

Sales Order: the document which we issue in response to your Order, detailing the Goods, the price and any terms and conditions specific to the transaction.

Specification: any specification for the Goods, including any related plans and drawings, that is supplied to us by you, or produced by us and agreed in writing by you.

Terms: the terms and conditions set out in this document.

We/us/our: Solen Energy UK Limited (company number 07539158).

You: The customer entering into the Agreement with us, and 'your' shall be construed accordingly.

Party/parties: The parties entering into the Agreement.

1.3. In these Terms; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes email.



2. **Basis of Agreement**

- 2.1. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms. You shall ensure that the terms of the Order and any relevant Specification are complete and accurate.
- 2.2. The Order shall only be deemed to be accepted when we issue a written acceptance of the Order in the form of a Sales Order, at which point the Agreement shall come into existence. If any of these Terms are inconsistent with the Order, these Terms shall prevail.
- 2.3. The Agreement constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in the Agreement. Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions or illustrations contained on our site, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Agreement or any other agreement between you and us for the sale of the Goods.
- 2.4. A quotation for the Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue.
- 2.5. If, after issuing a Sales Order, we have to cancel the Order due to a Force Majeure Event or the unavailability of Goods before the Goods are delivered, we shall promptly inform you in writing. In these circumstances, if you have made any payment in advance for Goods that have not been delivered, we will refund these amounts to you. This shall be the sum total of our liability to you in such circumstances.

3. **Delivery**

- 3.1. In the event that we have agreed to deliver the Goods, we shall deliver the Goods to the location set out in the Sales Order. Such delivery will take place at any time after we notify you that the Goods are ready. Delivery of the Goods shall be completed upon the Goods' arrival at the delivery location and once a delivery signature has been obtained.
- 3.2. Notification of non-delivery must be made to us in writing as soon as you become aware that delivery at the expected and arranged time and location has not taken place. Notification of shortage and/or damage must be made to us in writing within 24 hours from receipt of Goods. Any Goods received damaged must be signed for as damaged on the courier's delivery note. If it is not possible for the Goods to be checked at the time of delivery, they must be signed for as unchecked.

3.3. Any dates quoted for delivery are approximate only, and the date and/or time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or is due to the failure of a third party which is outside of our immediate control.

4. **Quality**

4.1. We warrant that, on delivery, the Goods shall; conform in all material respects with their description and any applicable Specification; be free from material defects in design, material and workmanship; and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2. We will pass to you the benefit of any manufacturer's guarantee for the Goods.

4.3. Subject to clause 4.4, if; you give notice in writing to us within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1; and we are given a reasonable opportunity of examining such Goods; and you return such Goods to us at our cost, we shall, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.4. We shall not be liable for Goods' failure to comply with the warranty set out in clause 4.1 if: you make any further use of such Goods after giving notice in accordance with clause 4.3; or such failure arises because you do not follow our instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice; or the failure arises as a result of our following any drawing, design or specification supplied by you; or you alter or repair such Goods without our written consent; or the failure arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

4.5. Except as provided in clause 4, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6. Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement. These Terms shall apply to any repaired or replacement Goods supplied by us.

5. **Return of Goods**

5.1. Subject to the goods being delivered in accordance with clause 3.1, you have 30 calendar days to return an item from the date you purchased it.



- 5.2. To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original undamaged packaging.
- 5.3. You will also be required to show that you have the receipt or proof of purchase for the item to be returned.
- 5.4. Sale items can also be refunded as long as they meet the requirements set out in clause 5 of this Agreement.

6. Refunds

- 6.1. Once we receive your item, we will inspect it and notify you that we have received your returned item. We will notify you of the status of your refund after inspecting the item.
- 6.2. If your return is approved, we will initiate a refund to you. You should receive the credit within 7 days once the refund has been approved.

7. Shipping costs

- 7.1. Shipping costs will be agreed between us and you and will be detailed on the Sales Order. In the event that shipping costs are not expressly mentioned on the Sales Order, it is understood that prices exclude shipping costs.
- 7.2. In the event that you return an item in accordance with clause 5 of this agreement, you will be responsible for paying your own shipping costs for returning your item unless otherwise agreed by us in writing. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping as well as the initial cost of shipping to you will be deducted from your refund.

8. Title and Risk

- 8.1. The risk in the Goods shall pass to you upon completion of delivery, as set out in clause 3.1.
- 8.2. In the event that you have organised your own transport/shipping of the Goods, the risk in the Goods shall pass as soon as the Goods pass into your physical possession, which includes (but is not limited to) the Goods having been loaded on to your, or your agent's, transport.
- 8.3. Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) for the Goods and any other goods or services that we have supplied to you.
- 8.4. Until title to the Goods has passed to you, you shall:
 - 8.4.1. hold the Goods in a fiduciary capacity for us as Bailee;
 - 8.4.2. maintain the Goods in satisfactory condition and keep the Goods properly protected and insured for their full price from the date of delivery. Any insurance pay-out which

you receive in respect of the Goods under this clause will be passed on to us upon receipt;

8.4.3. store the Goods separately from all and any other Goods so that they remain clearly identifiable as our property and mark the same as our property, or otherwise store them in a manner which clearly indicates our ownership of the Goods;

8.4.4. give us such information relating to the Goods as we may reasonably require from time to time;

8.4.5. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.4.6. notify us immediately if you become subject to any of the events listed in clause 12.2; and

8.5. Until such time as title to the Goods passes to you, or you become subject to any of the events detailed in clause 12.2, you will allow us:

8.5.1. to repossess the Goods on demand and for this purpose grant us an irrevocable right, by our servants, agents or otherwise and by whatever means we deem necessary, to enter at any reasonable hour upon any or all of your premises or any other premises where the Goods are kept in respect of which you are able to grant such a right of entry; and

8.5.2. where the Goods have been fixed or attached to any other product, to detach the Goods in order to gain possession of them. Such redelivery or retaking of possession shall be without prejudice to the obligation of you to purchase the Goods.

8.6. Until title to the Goods has passed to you, you may sell the Goods to third parties but in so doing you shall be acting on our behalf as bare trustee and agent for us and any such sub-sale to another party shall not be a sale in the ordinary course of your business. We shall be entitled to the whole of the proceeds of any such sub-sale and you shall pay the same (and no other monies whatsoever) into a separate and distinct bank account and account for the same to us.

9. **Divisibility**

This Agreement is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and may, at our discretion, be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the agreed terms of payment, as detailed in the Sales Order, without reference to and notwithstanding any defect or default in delivery of any other instalment.



10. Price and Payment

- 10.1. The price of the Goods shall be the price set out in the Sales Order or, if no price is included in the Sales Order, the price set out in our published price list in force as at the date of delivery.
- 10.2. Unless we otherwise agree in writing, we may, by giving notice to you at any time up to delivery, increase the price of the Goods to reflect: any increase in the cost of the Goods that is due to any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or any delay caused by your instructions or your failure to give adequate or accurate information or instructions.
- 10.3. Unless we otherwise agree in writing, the price of Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid by you when you pay for the Goods. The price of the Goods is exclusive of VAT, unless expressly stated in writing. You shall, on receipt of a valid VAT invoice, pay us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 10.4. We may invoice you for the Goods on or at any time after the completion of delivery. You shall pay the invoice in full and in cleared funds within 7 days of the date of the invoice unless otherwise agreed in writing. Payment shall be made to the bank account nominated in writing by us from time to time. Time of payment is of the essence.
- 10.5. If you fail to make any payment due to us under this Agreement by the due date for payment then you shall pay interest on the overdue amount at the rate of 8% per annum. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with the overdue amount.
- 10.6. You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. Unless otherwise agreed in writing, we may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.
- 10.7. In the event that you do not pay us within the agreed terms, we may, by giving you 7 days' notice, employ the services of a solicitor or debt collection agency in order to recover the monies owed to us. You shall become liable for payment of all costs incurred in using such a debt recovery service in addition to any monies and interest owed to us.

10.8. In the event that we have agreed to provide you with credit terms in respect of the supply of Goods, you expressly accept that any failure by you to pay in full by the due date will trigger our obligation to notify credit insurers of your failure, which may negatively affect your credit-worthiness both with us and with other firms and/or institutions.

11. **Cancellations**

Unless otherwise agreed in writing you may not without our prior written consent cancel an Order or any part thereof already accepted by us by way of a Sales Order. If shipping or any other costs have been incurred at the time of cancellation they will be charged.

12. **Customer's Insolvency or Incapacity**

12.1. If you become subject to any of the events listed in clause 12.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further delivery of Goods without incurring any liability to you, and all outstanding sums in respect of the Goods shall become immediately due.

12.2. For the purposes of clause 12.1, the relevant events are:

12.2.1. you suspend, or threaten to suspend, payment of a debt or you are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or

12.2.2. you commence negotiations with all or any class of its creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; or

12.2.3. (being an individual) you are the subject of a bankruptcy petition or order; or

12.2.4. a creditor or encumbrance attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or



- 12.2.5. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or
- 12.2.6. (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
- 12.2.7. a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- 12.2.8. any event occurs, or proceeding is taken in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.1. to clause 12.2.7 (inclusive); or
- 12.2.9. you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
- 12.2.10. (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), you become incapable of managing you own affairs or you become a patient under any mental health legislation.

13. Limitation of Liability

13.1. Nothing in these Terms shall limit or exclude our liability for:

- 13.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 13.1.2. fraud or fraudulent misrepresentation; or
- 13.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 13.1.4. defective products under section 2 of the Consumer Protection Act 1987; or
- 13.1.5. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.2. Subject to clause 13.1:

- 13.2.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Agreement; and
- 13.2.2. our total liability to you in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the price of the Goods.



14. Force Majeure

14.1. Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay caused by a Force Majeure Event.

14.2. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structure, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15. Notice

15.1. All notices sent by you to us must be sent to us at Solen Energy UK Limited, Unit 5 Blenheim Way, Liverpool, L24 1YH. We may give notice to you at any email or postal address you provide to us.

15.2. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

16. General

16.1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



- 16.2. A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 16.3. A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 16.4. We may transfer our rights and obligations under this Agreement to another organisation and we will notify you in writing if this happens. You may not transfer your rights and obligations under the Agreement without our prior written consent.
- 16.5. The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, English law, and parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 16.6. If any dispute arises in connection with the Agreement, the parties will enter into mediation in good faith to settle such a dispute. To initiate the mediation, a party must give notice in writing ("Mediation Notice") to the other party(ies) to the dispute, referring the dispute to mediation. Unless agreed otherwise by the parties, the dispute will be referred to an independent recognised mediation body for the selection of a mediator. Unless otherwise agreed by the parties, the mediation will start not later than 28 days after the date of the Mediation Notice. No party may commence any court proceedings/arbitration in relation to any dispute arising out of the Agreement until it has attempted to settle the dispute by mediation and either the mediation has failed or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. For the avoidance of doubt, this clause 16.6 does not apply to a straightforward action to recover an undisputed sum due pursuant to an invoice issued in the normal course of business.
