

SOLARTECH (UK) LIMITED - TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS

In these Terms and Conditions the Seller shall mean **SOLARTECH (UK) LIMITED**.

1. GENERAL

Your acceptance of our offer includes the acceptance of these conditions of sale which can only be varied expressly and by mutual agreement in writing, signed by a Director or authorised Sales Manager. Any waiver or waivers by us of any one or more of these conditions does not constitute a permanent waiver of any condition so waived, nor a general waiver of these conditions as a whole. If your order incorporates conditions which conflict with these conditions, this shall not take effect unless we expressly agree to them in writing signed by a Director or authorised Sales Manager.

2. OUR OFFER

Unless previously withdrawn or otherwise agreed in writing our offer is open to acceptance within thirty days of the date of the offer. Any samples marked as returnable must be returned to our works carriage paid within thirty days of your receiving them or you will be liable to be charged in full for them. Oral representations do not constitute part of our offer and liability for them is excluded. Except when incorporated in our offer by specific reference all specifications, drawings, particulars of weights, shapes, descriptions and illustrations, price lists, and other advertising matter accompanying our offer, are intended only to present a general idea of the goods described therein.

4. MODIFICATIONS TO GOODS

When the Seller either supplies goods off the shelf or supplies to Client's specifications, he reserves the right to modify the goods before delivery if technical developments indicate that such modification would be appropriate and would not impair performance.

5. YOUR ACCEPTANCE

Your acceptance of our offer must be (unless the offer is previously withdrawn or otherwise agreed in writing) by written order within thirty days of the date of our offer and accompanied by sufficient pertinent information, including delivery instructions, to enable us, as soon as the contract comes into force to proceed with your order forthwith.

6. CREDIT

If, in our opinion, your credit is unsatisfactory or satisfactory for payment is not given on request, we may require payment of the whole or part of the purchase price from you in advance and pending such payment contract shall be suspended. In the event of such advance payment not being made within a reasonable period stipulated by us we may cancel your order without liability.

7. DESIGN RIGHTS

Our offer and any subsequent contract may contain information for your secret and confidential use based on our own design and development work and that of our Technical Collaborators and you are hereby bound not to disclose it to any third party without our consent in writing. You are further bound not to make nor have made by third party any goods described in the offer and in any drawings, designs, design proposals, photographs, plans, reports, recommendations, specifications, or any other visible data accompanying or related to the offer and any subsequent contract. You undertake to indemnify us against all costs, should any design or instructions constitute an infringement of Letter Patents, Registered Designs, Trademarks or copyright.

8. EXHIBITIONS

You may not exhibit materials, goods, or accessories supplied by us without first obtaining our consent in writing.

9. FORCE MAJEURE

If events beyond the control of either party (including without limitation to generality of the foregoing words force majeure, strikes, lockouts, trade disputes, shortages or raw materials or supplies and government action) prevent or hinder the manufacture, delivery or acceptance of the goods, delivery may be suspended in whole or part. Suspension of delivery shall continue so long as manufacture, delivery or acceptance of goods is so prevented or hindered, and the original time for delivery shall be extended by the period of any such suspension. If such suspension continues for longer than ninety days in respect of any goods, either party shall have the option to terminate the contract with regard to such goods. Neither party shall be liable for any loss caused to the other party by such suspensions or termination, except that where we have incurred expenditure due to the special nature of the order. In this case we shall be reimbursed such expenditure.

10. INSTALLATION

You will provide us with such facilities as are necessary for us to complete the Contract. The installation of goods will involve toxic materials and thus such facilities should include a properly demarked area, adequate washing facilities and a separate area for eating. Because of the weight of our products it is essential that lifting facilities are provided.

11. LIABILITIES AND GUARANTEES

- (a) The price at which we offer to supply goods to you is based upon the warranties given in and liabilities accepted under this Clause, the cost of manufacture and delivery of the goods and the costs of the insurance cover obtainable by us. We will be prepared to negotiate with you a different price if you require any variation of warranties or extensions of liability accepted by us under them.
- (b) The goods which we offer to supply are designed for the purpose described in our trade literature and are subject to any limitations therein contained. No warranty is given that the goods are fit for any other purpose unless you give us in writing details of that purpose, and we expressly warrant to you in writing that the goods are fit for that purpose.
- (c) Any goods or parts which within twelve months of despatch from our works prove not to be of merchantable quality or which, in case of sale by description or by sample, prove not to correspond with the description of the sample and which are returned to us, will wherever practicable be replaced or repaired as originally ordered. If replacement or repair is not practicable the price paid by you for the goods returned will be refunded or credited to you. We do not undertake to dismantle or reassemble or bear the cost of dismantling or reassemble anything connected to the actual goods which have been supplied.
- (d) We shall be liable for damages for death or personal injury resulting from negligence proved against us in the performance of our obligations under this contract.
- (e) We shall be liable for direct loss or damage to your property or that of others resulting from negligence proved against us in the performance of our obligations under this contract up to a maximum of 1,000,000 pounds Sterling.
- (f) We shall not be liable to you or others for any loss of profits or of contract or other indirect or consequential loss.
- (g) Except as provided in the Clause all warranties, conditions and liabilities, expressed or implied, whether statutory or otherwise, are excluded.

12. PACKING

Unless otherwise specified in our offer our standard packing is included in the quoted price. Should your order require non-standard packing this will be carried out at your cost.

13. DELIVERY

The period given for delivery starts from the date of the contract coming into force. Each delivery shall be considered a separate transaction and the failure of any one delivery shall not affect the performance of the contract as regards other deliveries. Unless otherwise specified in our offer delivery to a destination within the United Kingdom is included in the price quoted. Delivery shall be completed when the vehicle carrying the goods arrives at the destination specified in the order. The goods will then be at your risk and we accept no responsibility nor does our carrier (if any) for off-loading the goods from the vehicle. Carriage is by any method of transport at our option and is subject to the conditions of carriage agreed with the carrier.

Whilst we accept no liability for exceeding that period given for delivery or any agreed extension of it, we shall use our best endeavours to avoid delay.

14. RISK & TITLE

1. The risk in the goods shall pass to you upon collection or delivery to the pace agreed.
2. The property and title in the goods shall not pass to you until all amounts due from you to us in respect of these or any other goods due from us, in respect of these or any other goods collected or delivered, has been paid in full. You shall possess the goods as our bailee. During that time you shall be entitled to sell the goods in the ordinary course of your business. However, you shall hold the proceeds of sale or of any insurance claim following loss of the goods on trust to us.
3. If you fail to make any payment to us when due or become insolvent or bankrupt or go into liquidation or make any arrangement with you creditors or have an administrative receiver appointed over any of your property or undertaking, then the power of sale given to you under Clause 2 above shall automatically cease and we, our servants or agents, shall be thereupon entitled to enter with all necessary and appropriate transport upon your premises and/or other location where the goods may reasonable be thought to be stored and recover and resell the goods.

15. LIEN

We retain the general lien on all your goods still in our possession for any unpaid balance you may owe us.

16. CUSTOMERS DEFAULT

If at the date specified for delivery you delay acceptance of the goods for reasons outside our control, the goods will be stored by us, and you will be liable to pay reasonable storage charges for the period of delay, plus the cost of any additional handling and transporting incurred. We further reserve the right to give you notice in writing to accept delivery of the goods within the period (not less than thirty days) specified in the notice and to cancel the contract if delivery is not effected within such period. This cancellation shall entitle us to dispose of the goods and to obtain from you compensation for the loss of profit in addition to any other sums due from you under these conditions.

17. LOSS OR DAMAGE IN TRANSIT

Subject to your notifying us in writing of this occurrence within thirty days of delivery or delivery date we shall repair, or at our option replace, goods or parts thereof damaged in transit, or replace those lost in transit. For the purpose of these conditions transit shall be taken to have come to an end when the vehicle carrying the goods arrives at the destination specified in the order.

18. PRICES

Unless otherwise agreed we reserve the right to invoice at prices ruling at the time of despatch. The seller shall be entitled to increase the price in the event of any error or omission on his part or its agents affecting the price quoted or its calculation.

19. PAYMENT

Unless otherwise agreed in writing, payment shall be made at the full invoice price after supply of goods or completion of work.

Failure by the Client to pay for all the goods or services, after delivery was made or service provided, shall entitle the seller to charge interest at 4% over the base rate from time to time of HSBC Bank plc on the unpaid amount until payment is received in full.

20. RETURN OF GOODS

Goods delivered to and accepted by you are not returnable (except as provided in Condition 11. (c)). No credit will be given for goods returned without the Company's written consent.

21. TERMINATION

If you shall make default in or commit any breach of any of your obligations to us or if any distress or execution shall be believed upon your property or assets or if you shall make or offer to make any arrangements or compensation with creditors, or commit any act of Bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against you, or in the case of a limited company any Resolution or Petition to wind up such Company's business (other than for the purpose of reconstruction or amalgamation) shall be passed or presented, or if a Receiver of such Company's undertaking, property, or assets or any part thereof, shall be appointed, or if your place of business is outside England and Wales, the equivalent of any of the foregoing events according to your national law shall have occurred, we shall have the right forthwith to determine the contract and upon written notice of such determination, being posted by us to you at your last known address, the contract shall be deemed to have been determined, without prejudice to any rights of either party accrued prior to the date of such termination.

22. HEADINGS

The headings to these conditions are for guidance only and shall not be used in any way in the interpretation of their meanings.

23. GOVERNING LAW

The interpretation and application of any order shall be in accordance with English Law and both parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.