

TERMS AND CONDITIONS

1. GENERAL

The Company's Conditions shall apply to and govern any contract between the Company and the Customer to the exclusion of any condition contained on or in any order form, letter, receipt acknowledgement or other document emanating from the Customer and no variation of these Terms and Conditions shall be effective unless expressly agreed by the Company in writing and only then with an endorsed signature of a Director of the Company.

These Terms and Conditions shall supersede all previous Terms and Conditions existing between the Company and the Customer including any Terms and Conditions which the Customer may purport to apply. This agreement shall not be cancelled except with the prior agreement of the Company.

2. ACCEPTANCE OF CONTRACT

2.1. The Quotation is valid for a period of 30 days from the date indicated. If you wish to proceed then you must sign and return one copy to the Company and keep another copy for your records. No contract is in place until we send an acknowledgement of the order to you.

2.2. Any quotation provided by the Company, whether written or oral, shall be deemed to incorporate these Terms and Conditions of Sale. All prices quoted are strictly net, unless otherwise quoted. Whilst every endeavour will be made to maintain the prices quoted, the Company maintains the right to change price without prior notice. This will include the right to change prices without prior notice in order to cover the following:

- currency fluctuations, which increase the cost to the Company of materials or products;
- extra costs incurred as a result of cancellation, alteration, and postponement or rescheduling of orders;
- the Company reserves the right to deliver in more than one consignment and to invoice each consignment separately.

2.3. Please read these terms carefully before signing them. If you need any explanations about them, please contact us using the address, email address or telephone number provided.

2.4. This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

Your right to cancel

2.5. You have the right to cancel this Contract during the 'cancellation period' without giving any reason. The cancellation period lasts 14 days and will start on the day the last part of the goods relating to the Contract is delivered to you. You can also cancel the Contract without penalty before any of the goods are delivered.

2.6. To cancel this Contract you must inform us of your decision by a clear statement by letter sent by post or email [HOWETEC LTD, Unit B5 Mercury Business Park, Bradninch, Exeter, Devon, EX5 4BL info@howetec.com]. Any advance payments you have made will be returned to you. If you want to cancel this Contract after the Cancellation Period for any reason then you may have to pay costs and we may retain all or part of your deposit and further advance payments, if made, as a contribution.

2.7. Should you decide to cancel the Contract, a fee of 20% which covers Re-Stocking and Handling.

3. Our MAIN OBLIGATION to you is to do the work with all reasonable care and skill and according to the timetable set out in the Quote.

3.1. We agree to carry out the work with all reasonable care and skill in the planning, installation and commissioning of the system described in the Quotation. The goods we supply will:

- be of satisfactory quality;
- be fit for purpose;
- operate as we described to you; and
- match the model you have seen or examined.

3.1.1. We will inform you in writing of the name of any contractor engaged by us to undertake the installation of your system and we will take full responsibility for their work and their compliance with the Consumer Code.

The Timetable

3.2. We agree to supply the goods and carry out the installation work as specified in the timetable that we have agreed with you and which is set out in the Quotation. Your acceptance of these terms indicates that you agree to proceed using that timetable.

3.2.1. We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control. Such reasons may include, for example, severe weather. We cannot be held responsible for those delays.

3.2.2. If such delays occur, we will tell you as soon as possible and we will adjust the timetable by written agreement.

3.2.3. In the case of a delay to the delivery of goods beyond the time or period we have agreed, or where no time or period has been agreed then beyond a period of 30 days from the date you sign this Contract, then you may be offered different products of equivalent specification, value and quality. You can either accept that offer, wait for the products you ordered or choose to cancel the Contract as detailed in section 23 below. This is in line with the Consumer Code and the Consumer Rights Act 2015.

Consequence of delay caused by us

3.2.4. You will be entitled to compensation if we cause significant or unreasonable delay due to factors within our control.

Consequences of delay caused by you

3.2.5. We will seek to accommodate small delays without recourse to compensation.

3.2.6. If any delay caused by you means that we incur extra costs then we will adjust the price accordingly. The hourly and daily costs that result from any unexpected work are described in the quote.

4. OUR OTHER OBLIGATIONS

4.1. We will carry out the work and all communication with you according to the Consumer Code.

4.2. We will ensure that the installation complies with the relevant RECC, CTSI and NICEIC, JIB and ECS standards.

4.3. Once the installed system is commissioned, we will give to you any guarantees, test certificates and other relevant paperwork related to your goods and installation. We will aim to give you this when the system is commissioned but certainly no later than seven days after commissioning.

4.4. The guarantees we give you will cover the goods and installation and will comply with the Consumer Code. We will explain to you the terms of the guarantees both in writing and verbally.

4.6. We will ensure that the guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee. Please see Section 14 of this Contract for details.

5. PAYMENT

5.1. Payment of all sums due to the Company shall be made within the terms agreed on the invoice which shall be rendered to the Customer unless specified otherwise on the quotation ("the due date") or other correspondence, failing which the Company reserves the right to cancel the supply of the products to the Customer. Time for payment shall be of the essence in the Contract. Cheques and bank drafts should be made out as payable to HOWETEC LTD. The Company also shall, at its absolute discretion, accept payment by TT in advance, bank draft or other mutually agreed method of payment. The Company, HOWETEC LTD, BACS details to be found on all invoices.

The Deposit

5.2. You will pay us the deposit specified in the Quotation when you sign this agreement. The deposit cannot be more than 25% of the total contract price set out in the Quotation. Should you decide to cancel the Contract within the 'Cancellation Period' (see section 2.5 of this Contract) we will return that deposit to you in full.

Advance payments

5.3. The Quotation we have given to you must explain when invoices will be sent and the amount due for each payment.

5.4. We may require you to pay a further advance payment no more than three weeks before the agreed delivery or installation date but only if this is explained to you in your quotation. This further advance payment will only be used for work under this Contract, for example for purchasing goods.

- if we do not deliver any goods to you before installation then such a further advance payment, taken together with the deposit, will under no circumstances be more than 60% of the total price in the Quotation.
- we may use your further advance payment to purchase goods and deliver them to you. If we do this, and only if title to those goods transfers to you, the sum used to purchase those specific goods will no longer represent an advance payment.

5.5. If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be protected as detailed in section 10 of this Contract.

Final Payment

5.6. We will issue you with an invoice for the balance outstanding on the Contract price. This will become due only after the installation has been commissioned.

5.6.1. In the event of any alleged minor defect with the goods or installation, then you shall not be entitled to withhold more than a proportionate amount of the sum due. If you do withhold any amount after the due date because of any alleged minor defect, then you must give us as much notice as possible and state the reasons you are withholding the payment.

Consequences of late payment

5.7. If you fail to pay the amount specified in an invoice by the due date then we may charge interest until the full amount is paid. The interest rate we charge will be [2.5] % above the base rate set by the Bank of England.

5.7.1. Failure of payment by the date specified in an invoice the Company may appropriate any payment made by the Customer in respect to any Products in the settlement of such invoices or accounts.

Late payment of advance or 'interim' payments

5.7.2. If we do not receive payment by the seventh day after payment is due, then we may give you written notice that we intend to stop work on the installation. Once we have sent you this written notice, we may suspend all work until payment is made.

5.7.3. If you are in breach of this Contract because you have failed to make an agreed payment, and we have suspended work on the installation, then we may be entitled to recover any additional costs we incur. We will provide you with written notice containing full particulars of any claim for compensation within 21 days of any suspension of work.

5.7.4. We may require you to return and deliver up the goods to us. Failing this we will take legal proceedings to recover the goods or their outstanding value.

6. YOUR OTHER OBLIGATIONS TO US

6.1. We will advise you on the approvals and permissions that you may need but you must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.

Supply of services

6.2. You must provide the following for our use free of any charge:

- water, washing facilities and toilets;
- electricity supply;
- adequate storage space;
- safe and easy access to your property from the public highway;
- easy access to the location within the property where the installation is to take place by removing all belongings.

6.3. You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then the conditions described in clause 3.2.7. of this Contract will apply.

Additional charges

6.4. Should you be in breach of conditions, you may incur additional costs due to delay and/or provision of additional services. You may be required to pay reasonable compensation to cover those extra costs. If this happens then section 8 (below) of this Contract will apply.

6.5. Only work stated in this Contract is included in the price. Any additional work required will be chargeable. Scaffold or access equipment is not included in the Contract.

7. CHANGE OF WORK

- 7.1. If, after signing the Contract, you want to change the work, you must consult with us first. We may be able to incorporate your changes into the installation provided that:
- it is technically possible;
 - we have the necessary resources;
 - the necessary permissions are in place.
- 7.2. If we agree to this change of work you must
- confirm your request in writing; and,
 - do so within 14 days of when you first tell us.
- 7.3. We will then adjust the price:
- by written agreement beforehand, if possible; or if not then
 - by later written agreement; or if not then
 - by referring to any priced documents, if this applies; or if not then
 - by a reasonable amount for the work done or goods supplied.
- 7.4. Every change that means extra or revised work (as opposed to changes that leave something out) may mean extra costs. We will try to keep those costs to a minimum.
- 7.5. If, in the final design we present to you, the installation differs significantly from what we have described to you, we will draw this to your attention in writing and you will be able to cancel the Contract as detailed in clause 23.

8. UNEXPECTED WORK

- 8.1. The Quotation given to you details the daily costs that would result from any unexpected work due to site conditions or special circumstances beyond the control of the member.
- 8.2. Where unexpected work arises, we will tell you and ask how you want us to proceed. If you want us to continue then section 7.3 of this Contract will apply.

9. AVAILABILITY, STORAGE

- 9.1 The Company shall notify the Customer in the acknowledgement of order of the date upon which the Products will be provided.
- 9.2 Any dates given by the Company to the Customer shall be an estimate only. Time shall not be of the essence of this Contract.
- 9.3 The Company will use its best endeavours to deliver by the date specified but shall be under no liability whatsoever for delay or consequence thereof, however caused.
- 9.4 When delivery is delayed for reasons attributed to the Customer or its Agents, storage and any other additional costs will be charged to the Customer. If the Customer refuses to accept the Products at the time required by the Contract, the Company shall be entitled without prejudice to any other rights it may have to either treat the Contract as at an end or to invoice the Products whereupon payment in full shall become due forthwith.

10. DELIVERY, TITLE AND RISK and WORKMANSHIP WARRANTY FOR SUPPLY AND INSTALLATION

- 10.1. We will deliver the goods to the location detailed in the Quotation.
- 10.2. In case we fall into receivership, administration or bankruptcy before we deliver the goods to you we will insure the money you pay us in advance. We will also ensure that our guarantees will be honoured should we fall into receivership, administration or bankruptcy during the term of the installer's guarantee.
- 10.3. We will provide you with details of the insurance scheme we use and you will receive a policy directly from the provider once you have signed the Contract.
- 10.4. Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you. We must either deliver them to you or label them as belonging to you. Where we store the goods then we must keep them separate from our own goods and those of third parties. We must also keep the goods stored, protected, insured and identified as your property until they are delivered to you. You must be able to inspect the goods and/or repossess them.
- 10.5. Goods belonging to us may be delivered to the site. If we have delivered goods to you and the Contract is brought to an end early for reasons detailed in clause 23 of this Contract, you must make the goods available for collection by us. Once we have collected the goods, we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make the goods available for collection or otherwise return the goods to us, we retain the right to take legal proceedings to recover the goods or their value.
- 10.6. Until ownership of the goods passes to you, you must:
- store the goods separately in such a way that they remain readily identifiable as our property;
 - not destroy, deface or obscure any identifying mark or packaging on or relating to the goods; and,
 - maintain the goods in a satisfactory condition.

11. DELIVERY, RISK, SHORTAGES AND RETURNS FOR SUPPLY ONLY

- 11.1. Risk shall pass to the Customer when the Products leave the premises of the Company (or those of the Company's supplier where delivery is affected direct from the premises of the Supplier) for delivery to the Customer notwithstanding that the Company may arrange for delivery and pending disposal the Customer shall keep the products insured in the amount of the price.

Shortages

- 11.2. Where the Contract provides for the supply only of products, shortages must be notified both to the Company and the Carrier of the products, within 24 hours of receipt of the Products.

Returns

- 11.3. If a warranty issue arises the product must be tested to support the claim, the Company must then be notified by email detailing the issue.
- 11.4. If the Company believe that the warranty procedures are being abused, they reserve the right to charge for any products found not to be faulty.
- 11.5. Any agreed returns or cancellations will incur a re-stocking fee of 25% plus any additional fee's incurred through the supply chain.

12. DESCRIPTION OF PRODUCTS

- 12.1. If the description of any Products, in any correspondence, leaflet, invoice or catalogue varies from that of the manufacturer's description, the manufacturer's description shall be deemed to be the correct description and shall take precedence over the description provided by the Company.
- 12.2. The manufacturer's description is available (this may exclude obsolete parts) from the Company on request.
- 12.3. Products will be supplied to the manufacturer's specification and finish, as were in force at the time of manufacture and date of initial distribution or later distribution, may apply.
- 12.4. The description of the Products by the Company has been given by way of identification only and the use of such description shall not constitute a sale by description.
- 12.5. The Company will use reasonable endeavours, to ensure the accuracy of technical data or literature relating to the Products in question, but the Company accepts no liability in Contract, including negligence, or breach of statutory duty, or otherwise for any damage or injury arising directly or indirectly, from any error or omission in such technical data or literature.

13. TECHNICAL ADVICE

Where the Contract provides for supply only of products, any technical advice or service given by the Company, shall not amount to a warranty for any purpose, other than in accordance with the manufacturer's specifications.

14. GUARANTEES AND WARRANTIES

The Company guarantees that subject to the conditions in clauses 11.3. and 11.4. the Company shall replace Products sold by the Company, but only for any items with defects caused by faulty materials or workmanship.

15. LIMITATION OF LIABILITY

- 15.1. The Company shall not incur any liability under the above warranty, unless:
- A) The Company is promptly notified in writing upon discovery by the Customer that such goods do not conform to specification, and the appropriate invoice number and date of purchase is supplied.
 - B) Where the Contract provides for the supply only of products, the alleged defective Products are returned to the Company, carriage prepaid.
 - C) Examination by the Company or its appointed officer of the Products shall confirm that the alleged defect exists and has not been caused by misuse, neglect, method of storage, faulty installation, handling, testing or repair, or by alteration or accident.
 - D) The Company's liability shall be limited to replacing or issuing credits, at its option, for any products returned within 1 month of the date of dispatch.
- 15.2. The Company shall not be liable for incidental or consequential damages for non-compliance with the requirements set out above including, but not limited to, the costs or removal and reinstallation of products, loss of goodwill, loss of profits of use.
- 15.3. If these requirements are not complied with, our guarantee shall not apply, and we shall be discharged from all liability arising from the supply of defective Products. Except where the Company's liability is for death or personal injury as a result of negligence in no event shall the Company be liable for the following loss or damage howsoever caused and even if foreseeable or in the contemplation of the parties:
- Economic loss (which shall include loss of profits, business revenue, goodwill and collateral damage)
 - Administrative and overhead costs
 - Any Claim made against the Company by any other party
- 15.4. To the extent permissible by Law, all warranties conditions or terms other than those expressly set out in this Contract are excluded including but not limited to or implied and statutory conditions.
- 15.5. The Company shall not be bound by any warranty or representation given by or made on its behalf unless specifically stated in writing and expressly signed stating it is to be incorporated in the Contract.
- 15.6. Save where the Company is liable for death or personal injury, the Company's entire liability shall in any event be limited to the value of the Contract.

16. PATENTS AND COPYRIGHT

Products offered for sale by the Company may be the subject of patents or other such protective devices.

17. CONFIDENTIALITY

Both the Company and the Customer shall each keep confidentiality and shall not without the prior consent, in writing of the other, disclose to any third party, any technical or commercial information, which it has acquired from the other as a result of discussions, or negotiations and other communications between them relating to the Products and the order.

18. FORCE MAJEURE

The Company shall have no liability in respect of failure, or delay in delivery, or in performance, of any obligations under the Contract, due to any cause outside of the control of the Company.

19. TERMINATION

- 19.1. Any Contract the Company has with the Customer shall be operational upon an order-by-order basis. Nothing in these Terms and Conditions shall imply any continuous relationship between the Company and the Customer.
- 19.2. The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind any Contract between the Company and the Customer or to suspend delivery in the following event:
- Should any sum owing by the Customer to the Company be overdue whether under the same or any other Contract, or
 - Should the Customer be in breach of any term of the same or any other Contract with the Company,
 - Should the Customer enter any composition or arrangement with or for the benefit of its creditors or have a receiving order in bankruptcy made against him or (if a corporate body) should go into liquidation either voluntary or compulsorily or under supervision or have a receiver or manager appointed over all or any of its assets or if the Customer threatens to cease trading.

20. ASSIGNMENT

The Company with agreement with the Customer shall be entitled to assign sub-contract or sub-let this Contract or any part thereof.

21. SERERACE

The Company and the Customer agree that if any term of this Contract shall be adjudged by a Court of competence jurisdiction to be void or unenforceable but would be valid and enforceable if some part or parts thereof were deemed deleted or if it were deemed varied or modified in some way then such provision shall apply with such modification or variation as shall be necessary to make it valid and effective.

22. THIRDPARTYRIGHTS

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from this Contract.

23. RIGHT TO CANCEL

Your rights

23.1. Your rights to a cancellation period are detailed in sections 2.5 and 2.6 of this Contract. If you cancel this Contract after the period referred to in sections 2.5 of this Contract then you may have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum. We have a right to retain all or part of your deposit and further advance payment, if made, as a contribution.

23.2. If you want the work to start during the cancellation period referred to in section 2.5 then you must request this in writing or send by email to the address below. If cancelling by email, please include your full name, full address, post code and contact number.

23.3. If we start the work on the installation and you later decide to cancel the Contract within the cancellation period described in section 2.5 then you may be responsible for the costs of the goods and services already supplied and for making good the property.

23.4. Complete, detach and return this form only if you wish to cancel.

Return to: Howetec Ltd. Unit B5 Mercury Business Park, Bradninch, Exeter, Devon EX5 4BL

Telephone: 0330 1330384

Email: info@howetec.com

I/We hereby give notice that I/We wish to cancel your offer as detailed in the contract:

Name:

Address:

Signature:

Date:

Our rights

23.5. As detailed in 7.5 above, you will be able to cancel the Contract if, in the final design we present to you, the installation differs significantly from what we have described to you.

23.6. If you are in breach of your obligations as set out in this Contract and you fail to remedy that breach within 14 days of receiving written notice from us about that breach, then we have a right to cancel the Contract. We must give you reasonable opportunity to put right the alleged breach.

23.7. If we suffer a loss as a result of your breach of contract, we will take reasonable steps to prevent the loss from getting worse. If your breach of contract leads to a cancellation then you may have to pay compensation for reasonable costs or losses reasonably incurred.

24. DISPUTE RESOLUTION

As we are members of RECC, if at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure provided it falls within their remit, and relates to the sale and installation of domestic renewable energy systems. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find information about making a complaint to RECC on the RECC website recc.org.uk/consumers/how-to-complain. Alternatively, you may wish to seek legal advice about taking court action.

Customer Warranty for Installation Services

The Warranty sets out the terms upon which HOWETEC LTD offers warranty cover for the Products supplied by it to its Customers, and for the installation services provided by HOWETEC LTD Registered Installers. Terms defined in HOWETEC LTD's Terms and Conditions bear the same meaning when used in this warranty. HOWETEC LTD's Terms and Conditions includes provisions relevant to the warranty set out below.

1. Installation services

HOWETEC LTD warrants to you that the Installation Services will be performed by the appropriately qualified and trained HOWETEC LTD Registered Installers using reasonable care and skill, to such high standard of quality as it is reasonable for you to expect.

The Warranty Period for the Installation Services shall be two years from completion of the Installations Services.

2. Remedial Action

If you make a valid claim about our service in accordance with HOWETEC LTD's Terms and Conditions, HOWETEC LTD may arrange for the Relevant Products to be reinstalled by any of HOWETEC LTD's Registered or approved Installers or refund to the Customer the charge for the relevant part of the Installation Service (or a proportionate part of such charge).

3. Exceptions

This Warranty will only apply:

If the product has been installed by an HOWETEC LTD Registered Installer and has been properly used and maintained throughout the warranty period.

If you have informed HOWETEC LTD of alleged defect within the Warranty Period and within a reasonable period of discovery.

4. General Conditions

You will promptly provide all information and support including access to site and services) reasonably necessary to enable HOWETEC LTD to evaluate any alleged defect and to perform its obligations under this Warranty.

You agree that all premises, plant, power, fuel and support services and other inputs that you provide for the installation and use of the Products and reasonable, are fit for purpose and will be properly used and provided.

5. Third Party Rights

When HOWETEC LTD has installed a system in a property that is sold within the Warranty Period that warranty will pass to the legal owner of the property. It may not be transferred to or exercised by any third party.

6. Manufacturer's Product Warranty

Most products supplied by HOWETEC LTD come with a benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to HOWETEC LTD by you in accordance with the HOWETEC LTD's Terms and Conditions, HOWETEC LTD will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product or the part in question.