

Spirit Solar Ltd
(The "Supplier")
Terms and Conditions
For Supply & Installation Services

1. DEFINITIONS

In these Terms & Conditions:

- "Client"** means the person named as the Client in the Quotation
- "Contract"** means the contract between the Client and the Supplier for the Services comprising the Quotation, these Terms & Conditions and the System Components and Detailed Costing referred to in the Quotation;
- "Contract Price"** means the price payable by the Client to the Supplier for the Services, as shown in the Quotation (and as varied in accordance with the Contract);
- "Equipment"** means the equipment and materials referred to in the Quotation and System Components and Detailed Costing to be installed at the Site;
- "Proposed Commencement Date"** means the date on which work is due to start on site, as set out in the Quotation;
- "Quotation"** means the Supplier's signed Quotation referring to these Terms & Conditions;
- "Services"** means the supply and installation services described in the Quotation.
- "Site"** means the place where the equipment is to be installed and the Services carried out.

2. CONTRACT FORMATION

Acceptance of the Supplier's Quotation by the Client constitutes the Contract for the Supplier to carry out the Services in accordance with these Terms & Conditions.

3. GENERAL OBLIGATIONS OF SUPPLIER

- 3.1 The Supplier shall exercise reasonable skill and care in the performance of the Services.
- 3.2 The Supplier shall give not less than 72 hours' notice of the date when the Supplier requires access to the Site.
- 3.3 The Equipment shall comply with the description in the Specification but if any Equipment to be purchased for the Contract is not available, the Supplier may select

alternative equipment of a comparable quality and shall notify the Client with relevant details.

4. GENERAL OBLIGATIONS OF CLIENT

4.1 The Client shall give the Supplier access to the Site as required by the Supplier to enable the Supplier to carry out and complete the Services without interference by the Client or by other suppliers or contractors of the Client.

4.2 The Client is solely responsible for obtaining any planning permission required for the Services unless otherwise agreed in writing by the parties.

5. VARIATIONS

5.1 If the Client wishes to omit or vary any of the Services (or Equipment) he must inform the Supplier in writing who shall, as soon as practicable, notify the Client of the estimated cost of the variation and the likely effect on the Contract period and Completion Date.

5.2 Unless the Client withdraws his request for a variation when he receives the Supplier's estimate, the Contract Price will be adjusted in accordance with the Supplier's estimate (or as otherwise agreed between the Client and the Supplier) and an appropriate extension of time for completion of the Services shall be agreed.

5.3 If a variation is made orally, either the Supplier or the Client shall confirm it in writing within 3 working days.

5.4 The Supplier shall notify the Client if he encounters any difficulties which he could not have reasonably foreseen when submitting the Quotation and in those circumstances, a fair and reasonable adjustment to the Contract Price and the date for completion will be made. Without loss of generality this shall include any difficulty resulting from the presence of asbestos containing materials on site which were not identified prior to the commencement of work, and any difficulties arising as a result of unsafe wiring which must be made safe as soon as it is discovered.

5.5 In the event that the Site is found to be unsafe at any point before or during the commencement of work, the Supplier shall interrupt the supply of Services and shall notify the Client of the reasons for the interruption. The Client shall be responsible for making the Site safe and shall notify the Supplier within 30 days of the date of interruption that adequate steps are being taken to make the Site safe. These steps must be complete within 6 months of the date of interruption. Subject to the right to terminate under clause 10.4, the Supplier shall continue the supply of Services as soon as the Supplier deems the necessary corrective measures have been taken to make the Site safe.

6. CONTRACT PRICE & PAYMENT

6.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.

6.2 The Client shall pay the Supplier the Contract Price in accordance with the payment terms in the Quotation.

- 6.3 If the Client disputes any part of an invoice and wishes to withhold any amount, he must notify the Supplier at least 7 days before the payment date with a statement setting out the amount(s) he proposes to withhold and the reasons. The undisputed parts of an invoice must be paid and any disputed amount will be dealt with under clause 13 (Disputes). Except as stated in this clause, the Client shall not withhold any money or set off any amount against invoices of the Supplier.
- 6.5 If the Client fails to pay any amount properly invoiced, the Supplier can give 7 days notice to suspend work until the payment is received. Any period of suspension will entitle the Supplier to any additional costs he incurs as well as an extension of time for completion of the Services. If full payment of the outstanding amount is received by the Supplier before expiry of the notice period, the suspension notice will be cancelled.
- 6.6 Late payment entitles the Supplier to interest at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1999 from the due date until the date of actual payment.
- 6.7 Unless otherwise specified, prices are quoted exclusive of VAT which will be added as appropriate and payable by the Client. The Supplier shall issue a valid VAT invoice or receipt for each such amount.

7 PROPERTY AND RISK

- 7.1 Ownership in the Equipment and Services shall remain with the Supplier until payment in full of all amounts due from the Client have been received by the Supplier.

8. INSURANCE & LIABILITY

- 8.1 The Supplier shall take out and maintain the following insurances
- Public Liability Insurance for £2,000,000.
 - Employer's Liability Insurance

9. DURATION, HANDOVER & WARRANTIES

- 9.1 The proposed commencement date and completion date are shown in the Quotation. Dates are given by the Supplier in good faith but, unless specified in the Quotation, dates are not guaranteed.
- 9.2 The Supplier shall notify the Client within 5 working days of becoming aware of any event beyond his control which may prevent or delay completion of the Services. The notice shall specify the cause of the delay, the likely effect on the completion date and the Supplier's proposals for dealing with the matter. The completion date shall then be extended as agreed by the parties or, failing agreement, decided under clause 13. The Supplier acknowledges that he must take reasonable steps to mitigate or reduce any delay.
- 9.3 Any defect must be notified promptly and in any event within 7 days of the Client becoming aware of the defect. When the Supplier accepts that the defect is the Supplier's responsibility, the Supplier shall have the option either to repair or replace the defective Services (when this is feasible).

- 9.5 The Supplier shall be responsible for investigating any query or complaint about the Services or Equipment and for remedying defects in the Services which appear within 5 years from the date of handover and which are promptly notified to the Supplier by the Client who shall give the Supplier full access to carry out any remedial Services. Defects in design or materials supplied by the Client, and defects attributable to fair wear and tear, accidental damage, or to misuse or failure by the Client to comply with any operating or maintenance manuals shall not be the responsibility of the Supplier.
- 9.6 Where any of the Equipment supplied by the Supplier has the benefit of a manufacturer's warranty, the Supplier shall take steps to procure that the Client has the benefit of that warranty. The Supplier shall not be liable for any defect in the Equipment except to the extent that this is due to the Supplier's proven negligence.
- 9.7 Except for his liability to remedy any defect for which he is responsible and which are notified to him within 5 years of the handover date, the Supplier shall have no liability to the Client, in contract or in tort, for any other direct, indirect or consequential loss incurred by the Client, including but not limited to loss of use or loss of profit. Moreover, the aggregate liability of the Supplier under the Contract shall not exceed the amount specified in the Contract Price or the amount specified in the Quotation, if less. However, liability for death or injury of individuals due to the Supplier's negligence is unlimited.
- 9.8 All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. The Client acknowledges that the only warranties are those given expressly by the Supplier in these Terms & Conditions.

10. TERMINATION

- 10.1 The Client may give notice to terminate the Contract in writing within 7 days of signing the Quotation, in which case the Supplier will refund any deposit that has been paid.
- 10.2 The Client may give notice to terminate the Contract at any time before the Proposed Commencement Date. Unless notice is given within 7 days of the date on which the Client signed the Quotation, then unless the Quotation states otherwise, the deposit paid under the terms of the Quotation shall not be refundable by the Supplier to the Client.
- 10.3 The Supplier may give notice to terminate the Contract if the Client fails to make any payment to the Supplier within 30 days of the payment date or commits any other material breach of the Contract.
- 10.4 The Supplier may give notice to terminate the Contract if the supply of Services is interrupted under clause 5.5 and the Client does not notify the Supplier within 30 days of the date of interruption that adequate steps are being taken to make the Site safe. The Supplier may give notice to terminate the Contract if the supply of Services is interrupted under clause 5.5 and the Client has failed to take adequate steps to make the Site safe within 6 months of date of interruption. In this case the Supplier shall submit a final invoice to the Client for all work done prior to the

date of interruption. Payment of this invoice shall be due within 14 days of issue of the invoice.

- 10.5 The Client may give notice to terminate the Contract if the Supplier commits a material breach and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.
- 10.6 Either party may terminate the Contract if the other party becomes insolvent or bankrupt or has a receiver, manager or administrative receiver or liquidator appointed.
- 10.7 Termination shall not affect the accrued rights and liabilities of the parties at the termination date.

11. INTELLECTUAL PROPERTY

All copyright and other intellectual property rights in designs and documents prepared by the Supplier shall remain the sole property of the Supplier. The Client shall have a licence to use them, but only for the purposes for which they were prepared. The Supplier shall have a similar licence in respect of drawings and documents issued to him by the Client.

12. FORCE MAJEURE

The Supplier shall not have any liability to the Client if prevented from performing the Contract on account of force majeure which includes, but is not limited to severe weather conditions, fire, flood, epidemic, war, terrorism, strikes or difficulty in obtaining materials and labour. In any of these circumstances, the Supplier shall promptly notify the Client and has the right to cancel or delay the Services as appropriate.

13. DISPUTES

- 13.1 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.
- 13.2 If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator shall be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision.
- 13.3 Any dispute that is not resolved by negotiation or adjudication shall be finally settled by the courts of England and Wales.
- 13.4 The Contract is governed by the laws of England and Wales.

14. GENERAL

- 14.1 **Notices.** Every notice shall be in writing and delivered by hand or sent by first class post to the address of the recipient. A notice sent by post shall be treated as having been received two working days after posting. A notice delivered by hand shall be treated as having been received at the time of delivery unless this is after the normal

working hours of the recipient, in which case delivery shall be treated as occurring at 9.00 a.m. on the next working day.

- 14.2 **Assignment.** Neither party shall assign any of its rights or obligations under the Contract without the prior written consent of the other.
- 14.3 **Subcontracting** The Supplier shall not sublet all of the Services but he shall be entitled to sublet parts of the Services. Subcontracting shall not relieve the Supplier of his obligations under the Contract.
- 14.4 **Entire Agreement.** The Contract is the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Services.
- 14.5 **Amendment.** Any amendment to the terms of the Contract shall only be effective if in writing and signed by an authorised signatory of the Client and the Supplier.
- 14.6 **Severance.** If any provision of the Contract becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of the Contract. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision which is legally enforceable.
- 14.7 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under the Contract shall not constitute a waiver of any default nor shall failure to complain of any default constitute a waiver of that default by the other party.