

Terms and Conditions of Sale for New Build

All contracts for the sale of goods or services made by Cel-F Solar Systems Ltd trading as 'Ecolution' (registered in England and Wales no. 3740408) are deemed to include these Terms and Conditions of Sale (the Terms), which shall prevail over any other document or communication between the parties unless otherwise agreed in writing. For the purposes of this document the term Goods shall include all plant, machinery, materials and items supplied under this contract by Ecolution, the term Services shall include delivery, installation, repair and replacement of Goods and the term Customer shall mean any company, partnership, association or individual entering into a contract for the purchase of Goods or Services from Ecolution.

If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Each of the parties agrees that these Terms represent the entire agreement between them.

Any notice to be given in respect of these Terms by either of the parties shall be in writing, and delivered to the registered office or principal place of business of the other.

Prices and Payment Terms

Prices are only valid if expressed in writing by Ecolution and only for the quantity of Goods and time period stated in its quotation or order confirmation. If not stated, the validity period is 30 days.

Unless otherwise stated on Ecolution order confirmation or invoice, payment of all invoiced amounts shall become due on the date of invoice and the final date for payment will be 30 days of the date of invoice. If any payment is not made by the Customer by the final date, Ecolution reserves the right to charge interest at the rate of 8% above the Bank of Scotland plc base rate until payment is received in full. If the Customer intends to withhold/deduct any monies from the amount due to Ecolution, it must give Ecolution notice of the amount proposed to be withheld and/or deducted from the amount due specifying the ground or grounds attributable to each amount to be withheld/deducted a minimum of 7 days prior to due date. A credit facility must be opened with Ecolution, if we have not worked together previously an account opening form will be requested with completed trade references.

Delivery and Installation

All delivery times and dates are approximate, but Ecolution shall use its reasonable endeavours to respect them. Time shall not be of the essence, and Ecolution shall not be liable for any loss or damage resulting from late delivery or from its failure to respect an appointment for installation. If the Customer delays the installation of any Goods beyond 30 days from the date of the first Goods installation for that order, Ecolution shall be entitled to deliver the remaining Goods to the Customer's delivery address and the order shall be deemed to be complete.

The Customer shall provide reasonable access between 0800 hours and 1800 hours Monday through Saturday or as per prior agreement with Ecolution.

Title and Risk

All Goods delivered to site by Ecolution are at the risk of the Customer from the time of delivery.

Ownership of the Goods shall not pass to the Customer until Ecolution has received in full (in cash or cleared funds) all sums due to it in respect of:

- a) the Goods; and
- b) all other sums which are or which become due to Ecolution from the Customer on any account.

Until ownership of the Goods has passed to the Customer, the Customer shall:

- a) hold the Goods on a fiduciary basis as Ecolution's bailee;
- b) store the Goods (at no cost to Ecolution) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Ecolution's property;
- c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- d) maintain the Goods in satisfactory condition and keep them insured on Ecolution 's behalf for their full price against all risks to the reasonable satisfaction of Ecolution. On request the Customer shall produce the policy of insurance to Ecolution.

The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

- a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- b) any such sale shall be a sale of Ecolution 's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

The Customer's right to possession of the Goods shall terminate immediately if:

- a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between Ecolution and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- c) the Customer encumbers or in any way charges any of the Goods.

Ecolution shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Ecolution.

The Customer grants Ecolution, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

Where Ecolution is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by Ecolution to the Customer in the order in which they were invoiced to the Customer.

On termination of the Terms, howsoever caused, Ecolution's (but not the Customer's) rights contained in this condition shall remain in effect.

Warranties

Ecolution guarantees to the Customer that the Goods will be free from defects for a period of 12 months from delivery as follows: Solar Hot Water, Photovoltaic, Wind Turbine and Ground Source Heat Pump Systems (but excluding Solar Hot Water Collectors unless otherwise stated on the order confirmation). Should the Goods be defective within this period, Ecolution will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new.

The above warranties apply in replacement and to the exclusion, of any implied statutory terms under sale of goods legislation provided that:

all aspects of the installation have been exclusively undertaken and completed by Ecolution own engineer(s) or engineer(s) authorised by Ecolution.

all system parts are supplied by Ecolution.

repairs, replacement and/or extension of the system has not been attempted other than by Ecolution staff, or a repair engineer authorised by Ecolution.

the system is used solely for the purpose for which it is intended.

Ecolution does not warrant that the Goods are fit for any particular purpose other than that for which the same were manufactured, and Ecolution shall have no liability or obligation to the Customer in this respect except as provided hereunder.

Ecolution shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Goods, nor for any accidental or other damage to the Goods caused by any party or external force.

Ecolution's warranties above are subject to manufacturers' maintenance requirements.

Product Specification

Ecolution shall supply and install the Goods specified overleaf which are sold by description and the main characteristics of which appear in data sheets available on request.

Ecolution reserves the right to substitute Goods of at least equal or higher specification in the event of unavailability or product improvement but will not change the vital statistics of the Goods.

Return of Goods

No goods may be returned for credit unless authorised in writing by Ecolution.

Environmental

Ecolution will remove and dispose of in an environmentally proper manner any waste materials or goods replaced as part of the installation.

Health and Safety

The Customer shall ensure that all Goods shall be used strictly in accordance with any relevant information, instructions or advice which Ecolution or the manufacturer of the Goods may make available with or in connection with the Goods.

Intellectual Property Rights

Ecolution retains all Ecolution-owned Intellectual Property in the Goods and Services. All drawings supplied relating to the Goods are the copyright of Ecolution and must not be reproduced without Ecolution's prior written consent.

Liability

Nothing in these Terms shall exclude or limit Ecolution's liability for death or personal injury caused by Ecolution's negligence, nor its liability for fraudulent misrepresentation.

Without prejudice to any other provision of these Terms, Ecolution's total liability for any one claim or for the total of all claims arising from one act of default on Ecolution's part (whether in tort, contract, negligence, breach of statutory duty or otherwise) shall not exceed the total purchase price paid by the Customer for the Goods or Services in respect of which a claim is made.

Ecolution shall not be liable to the Customer for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect or consequential losses.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts(Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Force Majeure

Ecolution shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under these Terms or loss or damage of any Goods due to acts of God, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery or services of sub-contractors or sub-suppliers, shortage of labour or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Ecolution.

Termination

Ecolution may terminate any contract with the Customer if he commits a material or persistent breach of these Terms and fails to remedy this within 30 days of written notice, or with immediate effect if the Customer does any act that might jeopardise the continuance of the Services.

Assignment

The Customer may not assign his rights or obligations, in whole or in part, to any third party without Ecolution's written approval.

Governing Law and Jurisdiction

This Agreement and these Terms shall be construed in accordance with English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.