

RenEnergy Ltd - TERMS AND CONDITIONS OF BUSINESS – SALE OF GOODS/SUPPLY OF SERVICES

1. DEFINITIONS:

Conditions	the terms and conditions set out in this document and any special terms and conditions agreed in writing between RenEnergy and the Customer
Contract	the contract for the provision of Goods and/or supply of Services
Customer	the person firm or company purchasing or agreeing to purchase Goods and/or Services from RenEnergy in accordance with the Conditions
Deposit	such other sum as may be set out in any quotation or agreed in writing by RenEnergy from time to time
RenEnergy	RenEnergy Limited (company No 05814406) of RenEnergy Offices, Woodbastwick Road, Norwich, NR13 4RR.
Goods	all goods materials or any part thereof being the subject of any contract to which the Conditions apply (whether or not in performance of the Services as defined below) particulars of which are set out in any quotation or otherwise specified in writing to the Customer
Price	the price calculated in accordance with the rates or charges set out in any quotation or as set out in RenEnergy's published scale of charges from time to time (or where no price has been quoted a reasonable price) excluding VAT
Services	the services particulars of which are set out in any quotation or otherwise specified in writing to the Customer together with any applicable call out charges which RenEnergy is to carry out in accordance with these Conditions

2. CONDITIONS APPLICABLE:

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions
- 2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of RenEnergy and the Customer
- 2.3 Any representations made by RenEnergy employees or agents concerning the Goods or Services shall not be incorporated into the Contract unless confirmed in writing by RenEnergy and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed
- 2.4 Any quotation given by RenEnergy may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 60 days
- 2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by RenEnergy shall be subject to correction without any liability on the part of RenEnergy unless such correction shall fundamentally alter the Customer's rights to the Customer's detriment in which case the Customer shall be entitled to cancel the Contract by giving written notice immediately upon receiving notice of correction. In the event of cancellation in such circumstances any monies paid by the Customer shall be refunded (without interest) less such reasonable sum (calculated at the rates applicable under this Contract) for any Goods and/or Services provided

3. ORDERS SPECIFICATIONS AND DELIVERY/PERFORMANCE:

- 3.1 No order shall be deemed to be accepted by RenEnergy unless accepted in writing by RenEnergy's authorised representative
- 3.2 RenEnergy reserves the right to make changes in the specification of the Goods and/or Services which are required to conform to any applicable safety or other statutory requirements or which do not materially affect their quality or performance
- 3.3 Any dates quoted for delivery of the Goods and/or performance of the Services are approximate only. The Customer acknowledges and agrees that delays may be experienced as a result of factors outside the control of RenEnergy (including delays by suppliers or transportation providers) and RenEnergy shall not be liable for any reasonable delay in delivery/performance and time for delivery/performance shall not be of the essence unless previously agreed by RenEnergy in writing
- 3.4 RenEnergy shall not be liable for any delay in delivery of the Goods and/or performance of the Services where such delay is caused or contributed to by the acts or omissions of third parties including but not limited to the acts or omissions of other contractors or visitors to the location where the Goods and/or Services are to be delivered and/or performed
- 3.5 Unless otherwise agreed the Price is exclusive of transportation and delivery
- 3.6 Any alteration to the Contract specification required by the Customer must be notified to RenEnergy promptly in which case RenEnergy may accept such alteration (subject to any increase in the Price to reflect the alteration) at its sole discretion
- 3.7 Unless agreed by RenEnergy in writing the Customer shall be responsible for obtaining all relevant and necessary approvals and consents including but not limited to any deed of covenant or landlord approval and/or those required from local authorities in respect of building regulations planning permission alterations

to listed buildings or alterations carried out in a conservation area and RenEnergy shall not be liable for any delay in completion of the Contract arising from the Customer's failure or delay in obtaining the above approvals or consents. If the Customer requests that RenEnergy obtains any such approvals or consents and RenEnergy agrees to do so the Customer shall be responsible for RenEnergy's costs in so doing and acknowledges that RenEnergy cannot guarantee that such approvals or consents will be granted or forthcoming

- 3.8 The Customer acknowledges that any change to the Contract specification required to comply with any conditions applicable to any approvals or consents shall be accepted by RenEnergy at its discretion and subject to the parties' agreement to any increase in Price (and without prejudice to any right of RenEnergy to cancel the Contract). In the event the parties are unable to agree such increase in Price the Customer shall be entitled to cancel the Contract subject to the provisions of clause 8.3
- 3.9 The Customer shall be responsible for carrying out all necessary preparation work prior to any quoted date for delivery of the Goods and/or performance of the Services. RenEnergy shall not be liable for any delay in completion of the Contract arising from the Customer's failure or delay in undertaking such works and the Customer shall indemnify RenEnergy in respect of any additional costs incurred as a consequence of any default by the Customer under this clause or pay such additional charges as may be set out in any quotation
- 3.10 The Customer will permit RenEnergy to access the site where the Goods are to be delivered/Services are to be performed at all reasonable times between the hours of 8am and 5pm any Monday to Friday or as specifically agreed in writing.
- 3.11 The Customer shall permit RenEnergy to use the Customer's property for the storage of material and equipment whilst work is being carried out and where mains water and electricity are connected to the property the Customer will provide access to these supplies to enable the work to be completed
- 3.12 Unless otherwise specified in writing in any quotation or otherwise agreed in writing RenEnergy shall not be responsible for supplying and installing equipment except that RenEnergy will attend to connections to the domestic hot water cylinder and/or the heating circuit where the distance to the heat pump is less than 1 metre
- 3.13 If the Customer fails to take delivery of the Goods (otherwise than by reason of RenEnergy's fault) and/or fails to permit the performance of the Services by any delivery/installation date(s) then without prejudice to any other right or remedy available to it RenEnergy may
 - (a) store the Goods until actual delivery and charge the Customer for the reasonable costs (including transportation and insurance) of storage and charge the Customer for all reasonable labour costs incurred by RenEnergy or
 - (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses and all other reasonable costs incurred by RenEnergy) account to the Customer for the excess over the Price or charge the Customer for any shortfall below the Price
- 3.14 RenEnergy shall be entitled to deliver the Goods (whether under this Contract or any other contract) by instalments of any size and in any order although RenEnergy shall endeavour to deliver the Goods/performance the Services at dates as close to each other as possible

4. DESIGN:

- 4.1 The Customer acknowledges and agrees that RenEnergy shall make approximate heat loss calculations and heating device sizing of heating systems based on the following information to be supplied by the Customer:
 - (a) scale floor plans elevations (and if possible sections through the property)
 - (b) details of floor wall and roof constructions openings and u Values
 - (c) required room temperatures and the outside design temperature.(ie, the anticipated lowest outside temperature)
 - (d) ventilation characteristics of the relevant property
- 4.2 Unless agreed in writing by RenEnergy it shall not be responsible for verifying the information provided by the Customer and it shall be the responsibility of the Customer to ensure that the Contract specification is suitable for the Customer's requirements and that all particulars used in the calculations and specifications as shown in any quotation are accurate

5. PRICE AND PAYMENT:

- 5.1 Subject to any special terms agreed in writing between RenEnergy and the Customer RenEnergy shall be entitled to invoice the Customer for:
 - (a) the Deposit and VAT on or at any time after acceptance of the Customer's order
 - (b) the balance of the Price and VAT (or instalments thereof by way of interim invoices) before on or at any time after delivery of the Goods/performance of the Services or in accordance with staged payments as detailed in any quotation or otherwise agreed between the parties
 - (c) the charges referred to at clause 5.4 before or at any time after the carrying out of the said works
- 5.2 The Customer shall be liable to pay RenEnergy's call out charges at the rate of £50 plus VAT per hour plus expenses or such other standard rates as may be charged by RenEnergy from time to time (or where no such rates apply then RenEnergy's reasonable charges) for site visits inspections and attendance to inspect

reported faults unless arising as a consequence of any default by RenEnergy or under any guarantee or warranty

- 5.3 RenEnergy shall consult with the Customer in respect of any additional work that may be required and arising from or associated with any unforeseen or hidden obstructions. The Customer shall be responsible for RenEnergy's reasonable additional costs in respect of such additional work which shall be added to the Price except that if such costs are likely to exceed 15% of the Price the Customer shall be entitled to cancel the Contract by notifying RenEnergy in accordance with clause 8.3
- 5.4 RenEnergy shall be entitled to charge the Customer for any additional or remedial works arising from any acts or omissions of third parties at the location where the Goods and/or services are delivered and/or performed. Such charges shall be calculated at the rates referred to at clause 5.2
- 5.5 RenEnergy's invoices as may be rendered from time to time. Payment is due either on receipt of the said invoice or (if specifically notified by RenEnergy) within 7 days of the date of the said invoice (the **Due Date**). Time of payment of RenEnergy's invoices shall be of the essence
- 5.6 If the Customer fails to make payment by the Due Date then without prejudice to any other right or remedy available to it RenEnergy shall be entitled to
 - (a) cancel the Contract and/or suspend any further deliveries of the Goods to the Customer or performance of the Services (whether under this Contract or any other contract with the Customer)
 - (b) charge the Customer interest at the rate of 5% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

6. WARRANTIES AND LIABILITIES:

- 6.1 Subject as expressly provided in these Conditions RenEnergy warrants that the Goods and Services shall conform to the Contract Specification and Services will be performed with reasonable skill and care
- 6.2 Any warranty given by RenEnergy in respect of the Goods and/or Services supplied shall be subject to RenEnergy being under no liability:
 - (a) in respect of any defect in the Goods and/or Services arising from any drawing design or specification supplied by the Customer
 - (b) in respect of any defects arising from fair wear and tear the Customer's negligence abnormal working conditions failure to follow RenEnergy's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without RenEnergy's approval
 - (c) under any warranty condition or guarantee if the Price and VAT has not been paid by the Due Date
 - (d) or in any way responsible for any structural defects existing in the property where the Goods and/or Services are to be delivered/performed and which would not have been apparent on inspection of the property and which may become evident as a result of installation of the Goods/performance of the Services
- 6.3 RenEnergy's obligation for breach of the warranties set out above shall be at RenEnergy's option to replace or repair any defective products comprised in the Goods and/or remedy any defects in connection with the Services
- 6.4 RenEnergy shall not be liable for any defects injury loss or damage resulting from the Customer's negligence or arising from lack of proper maintenance and improper use accidents unauthorised alterations or faulty workmanship on the part of others (excepting RenEnergy's agents or employees) except that nothing in these Conditions is intended to nor shall it limit any liability on RenEnergy's part in respect of death or personal injury caused by RenEnergy's negligence
- 6.5 Except as otherwise provided in these Conditions RenEnergy shall not be responsible for any defects in Goods and/or Services unless notified to RenEnergy within a period of 28 days from delivery/performance. If the Customer shall fail to give such notice then the Goods and/or Services shall be deemed to be in all respects in accordance with the Contract
- 6.6 RenEnergy will pass onto the Customer the full benefit of any manufacturer's or suppliers' guarantee available in respect of the Goods and/or Services
- 6.7 Any liability of RenEnergy hereunder (except in respect of death or personal injury caused by RenEnergy's negligence) for any delay in performing or any failure to perform any of RenEnergy's obligations in relation to the Goods or Services shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar Goods or Services to replace those not delivered/performed over the Price
- 6.8 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are extended to the fullest extent permitted by Law
- 6.9 The Customer shall be responsible for RenEnergy's reasonable charges calculated at the rates referred to at clause 5.2 in connection with any inspection carried out by RenEnergy at the Customer's request following the report of any alleged defect by the Customer except in circumstances where RenEnergy is liable under any warranty or guarantee given by it
- 6.10 Where the Customer is dealing as a consumer the Customer's statutory rights are not affected by these Conditions

7. TITLE AND RISK:

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery of the Goods
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions the property in the Goods shall not pass to the Customer until RenEnergy has received in actual cleared funds payment in full of the Price and VAT and the price of all other goods agreed to be sold by RenEnergy to the Customer for which payment is then due
- 7.3 Until such time as the property in the Goods passes to the Customer RenEnergy shall be entitled at any time to require the Customer to deliver up the Goods to RenEnergy and except where the Goods are supplied to the Customer as a consumer if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods
- 7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of RenEnergy but if RenEnergy does so all monies owing to RenEnergy by the Customer shall (without prejudice to any other right or remedy of RenEnergy) forthwith become due and payable

8. CANCELLATION:

- 8.1 Without prejudice to any other right or remedy available to it RenEnergy shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability on the part of RenEnergy to the Customer and if Goods and materials are in transit RenEnergy shall be entitled to stop those Goods and materials and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:
 - (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction) or
 - (b) an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Customer or
 - (c) the Customer ceases or threatens to cease to carry on business or
 - (d) RenEnergy reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly
- 8.2 RenEnergy reserve the right to terminate the Contract without any liability should any surveyor's report prove unsatisfactory or if RenEnergy receives unsatisfactory credit references or if any approvals or consents as referred to in clause 3 above are refused or rejected or conditions applied so as to require any change to the Contract specification for the Customer or if credit is refused whereupon any monies paid by the Customer will be refunded (without interest) less such reasonable sum for any Goods and/or Services provided and costs incurred by RenEnergy
- 8.3 In the event the Customer wishes to cancel this Contract in the circumstances set out at clauses 3.8 or 5.3 the Customer shall inform RenEnergy prior to any additional works being carried out and as soon as possible by giving written notice in writing to RenEnergy Ltd Lime Tree Barn Norwich Road, South Burlingham, Norfolk NR13 4EL. Any monies paid by the Customer will be refunded (without interest) less such reasonable sum for any Goods and/or Services provided and costs incurred by RenEnergy

9. FORCE MAJEURE:

Neither party shall be liable for any delay in performing or failure to perform (other than a payment obligation) due to any act of god war strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party. Such delay or failure will not constitute a breach of this Contract and time for the performance of the affected obligations will be extended by such period as is reasonable

10. INTELLECTUAL PROPERTY:

Unless otherwise agreed the Customer will not acquire any rights in any intellectual property in the Goods or Services or in packaging or under labels which include trade marks or logos other than those belonging to the Customer and any such rights which the Customer may by law acquire will be held by the Customer on trust absolutely for RenEnergy

11. GENERAL:

- 11.1 The headings in the Conditions are for convenience only and shall not affect their interpretation
- 11.2 RenEnergy shall be entitled to assign this Contract or any of its rights hereunder
- 11.3 RenEnergy may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees agents or sub-contractors
- 11.4 No waiver by RenEnergy of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision

- 11.5 No failure of the Customer to exercise any power given to it or to insist upon strict compliance by RenEnergy with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of the Customer's rights under the Contract
- 11.6 If any provisions of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 11.7 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 11.8 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract
- 11.9 The Contract shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the English courts.