STANDARD TERMS AND CONDITIONS OF SALE AND SUPPLY (ONLINE)

WEBSITE TERMS OF USE

WEBSITE ACCEPTABLE USE

REVISION MARCH 2026

WWW.SOLARDESIGN.CO.UK

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STANDARD TERMS AND CONDITIONS OF SALE AND SUPPLY (ONLINE)

The Customer acknowledges that all sales contemplated or concluded under these terms and conditions shall be on a business-to-business basis and that any equipment or services purchased hereunder are purchased for business purposes only.

The Customer's attention is particularly drawn to the provisions of clause 16. As a business customer, purchases made hereunder will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended) and related legislation.

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1. ABOUT US

1.1 We are The Solar Design and Training Company Limited, trading as The Solar Design Company (**we** or **us**). We are registered in England and Wales under company number 04707083 and have our registered office and main trading address at Llety Gwyn, Aberystwyth Road, Machynlleth, Powys, Wales, SY20 8ET. Our VAT number is 704128371.

2. OUR AGREEMENT

2.1 These terms, together with the documents referred to herein, (the **Supply Terms**) set out the terms and conditions on which we supply the Products (as such term is defined below) to you through our website, www.solardesign.co.uk (our **Site**).

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2.2 Please read the Supply Terms carefully and make sure that you understand them before ordering any Products from our Site.

2.3 By ordering any of our Products through our Site:

(a) you agree to be bound by the Supply Terms; and

(b) you warrant that you are a business user based in the United Kingdom and Channel Islands, you are at least 18 years old, and you are otherwise legally capable of entering into binding contracts.

2.4 You should print a copy of the Supply Terms for future reference.

2.5 You acknowledge that all sales contemplated or concluded under the Supply Terms shall be on a business to business basis, and that any Products purchased hereunder are purchased for business purposes only.

2.6 Your attention is particularly drawn to the provisions of clause 16. As a business customer, purchases made hereunder will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended) and related legislation.

2.7 Please understand that if you refuse to accept the Supply Terms, you will not be able to order any Products from our Site.

3. DEFINITIONS AND INTERPRETATION

3.1 In the Supply Terms, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Contract: the contract between us and you for the supply of Products, in accordance with the Supply Terms.

Equipment: together the Publications and the Hardware.

Force Majeure Event: has the meaning given to it in clause 19.1(a).

Hardware: together the SDC Hardware and the Third Party Hardware.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case

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whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: your order for the supply of the Products, as communicated to us through the Site.

Products: together the Equipment, Third Party Software and/or Services.

Publications: those books, technical guides and other publications to be purchased by you from us.

SDC Hardware: those items of technical hardware to be purchased by you from us that are manufactured to your order, or which otherwise carry SDC branding.

SDC Materials: has the meaning set out in clause 12.1(g).

Service Description: the description or specification for the Services provided in writing by us to you, either on the Site or otherwise.

Services: together the Support Services and the Training Services.

Software Demonstration: the supply of a reduced-functionality version of the specified Third Party Software by us to you, on a free-of-charge basis.

Supply Terms: these terms, together with the documents referred to herein, as amended from time to time in accordance with clause 19.9.

Support Services: those after-sale support services to be provided to you by us in respect of the Equipment and the Third Party Software as specified in the Service Description.

Third Party Hardware: those items of technical hardware to be purchased by you from us, other than the SDC Hardware.

Third Party Licence Terms: means the licence terms on which we supply or otherwise make available the Third Party Software to you.

Third Party Software: those computer software programs owned or licensed by a third party and supplied to you by us, subject to the Supply Terms.

Training Services: those training services to be provided to you by us, as specified in the Service Description.

You: the person or firm who purchases the Products from us.

3.2 In the Supply Terms, the following rules apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

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(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and e-mails.

4. BASIS OF CONTRACT

4.1 The Order constitutes an offer by you to purchase the Products in accordance with the Supply Terms. After placing the Order, you will receive an e-mail from us acknowledging that we have received the Order. Please note that this does not mean that the Order has been accepted by us.

4.2 All Orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (**Dispatch Confirmation**). The Contract will only be formed when we send you the Dispatch Confirmation. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4.3 You acknowledge that prior to the Contract being formed in accordance with the Supply Terms, copies of the Third Party Licence Terms are available to you from us on request.

4.4 Any samples, drawings, descriptive matter or advertising issued by us, and any illustrations or descriptions of the Equipment or descriptions of the Services or Third Party Software contained in our catalogues or brochures or included on our websites (including the Site) are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

4.5 The Supply Terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.6 All of the Supply Terms shall apply to the supply of the Products except where application to one or either of the others is specified.

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5. SUPPLY OF PRODUCTS

5.1 The Products are as described in our catalogues or brochures or included on our websites (including the Site) and the Service Description. You shall decide before placing any Order, that the Products to be ordered are suitable for your requirements and we accept no liability in respect of that decision.

5.2 We reserve the right to amend the specification for any of the Products if required by any applicable statutory or regulatory requirements.

6. DELIVERY OF EQUIPMENT AND THIRD PARTY SOFTWARE

6.1 We shall ensure that each delivery of the Equipment is accompanied by an appropriate proof of delivery.

6.2 We shall deliver the Equipment to the location set out in the Order or such other location as the parties may agree, at any time after we notify you that the Equipment is ready. Delivery of the Equipment shall be completed on the Equipment's arrival at the agreed delivery location.

6.3 We may transmit any Third Party Software (or any data necessary to access such Third Party Software) to you by email.

6.4 Any dates quoted for delivery of the Equipment or Third Party Software are approximate only, and the time of delivery is not of the essence.

6.5 You acknowledge (and otherwise hold us harmless in respect of the fact) that in the ordinary course of business a number of factors may affect the speed of delivery of the Equipment or the Third Party Software and that a period of time may elapse before delivery of the Equipment is completed or the Third Party Software becomes operational.

6.6 We shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

6.7 If you fail to accept or take delivery of the Equipment within fifteen (15) Business Days of us notifying you that the Equipment is ready, then except where such failure or delay is caused by our failure to comply with our obligations under the Supply Terms in respect of the Equipment:

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(a) delivery of the Equipment shall be deemed to have been completed at 9.00 am on the sixteenth Business Day following the day on which we notify you that the Equipment was ready; and

(b) we may store the Equipment until delivery takes place, and charge you for all related costs and expenses (including insurance).

6.8 If thirty (30) Business Days after we notify you that the Equipment was ready for delivery and you have not accepted or taken delivery of it, we may resell or otherwise dispose of part or all of the Equipment.

6.9 We may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

6.10 The risk in the Equipment and the media on which the Third Party Software is provided (if any) shall pass to you on completion of delivery in accordance with this clause.

7. QUALITY OF EQUIPMENT AND PROVISION OF THIRD PARTY SOFTWARE

7.1 We warrant that on delivery and for a period of 30 days thereafter, all SDC Hardware supplied under the Contract shall conform in all material respects with its description.

7.2 All Equipment other than the SDC Hardware (**Non-SDC Equipment**) is supplied to you subject to the relevant manufacturer's warranty only. We will accept returns of Non-SDC Equipment where such Non-SDC Equipment is faulty providing always that:

(a) such Non-SDC Equipment is returned to us within fourteen (14) days of delivery having been completed; and

(b) after a period of fourteen (14) days has elapsed following delivery, you shall be required to contact the manufacturer of such Non-SDC Equipment directly.

7.3 To the extent that any Third Party Software is supplied under the Contract, such Third Party Software is made available to you solely on an "as is" basis and is expressly subject to the disclaimer at clause 7.4 below.

7.4 We do not make any other warranties, guarantees or representations concerning the operation or performance of the Equipment or any Third Party Software. Subject to clause 7.2, the warranties contained in these Supply Terms are in lieu of all other express or implied warranties or conditions of satisfactory quality or fitness for a particular purpose in relation to the Equipment or any Third Party Software. Without

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limitation, we specifically deny any implied or express representation that the Equipment (including any Third Party Software) will be fit:

(a) to operate in conjunction with any hardware items or software products other than those hardware items and software products that are identified by us as compatible with the Equipment (or the Third Party Software); or

(b) to operate uninterrupted or error free.

7.5 Subject to clause 7.6, if:

(a) you give notice in writing within a reasonable time of discovery that some or all of the SDC Hardware does not comply with the warranty set out in clause 7.1;

(b) we are given a reasonable opportunity of examining such SDC Hardware; and

(c) you (if asked to do so by us) return such SDC Hardware to us at our place of business at your cost,

we shall, at our option, repair or replace the defective SDC Hardware, or refund the price of the defective SDC Hardware in full. A copy of our replacement policy is available from us on request.

7.6 We shall not be liable for the SDC Hardware's failure to comply with the warranty in clause 7.1 if:

(a) you make any further use of such SDC Hardware after giving a notice in accordance with clause 7.5;

(b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the SDC Hardware or (if there are none) good trade practice;

(c) you alter or repair such SDC Hardware without our written consent;

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

(e) the SDC Hardware differs from its description as a result of changes made to ensure it complies with applicable statutory or regulatory standards.

7.7 If your claim is subsequently found by us to be outside the scope or duration of the warranties in (and referred to in) this clause 7, the costs of transportation, investigation and repair of the Equipment shall be borne by you.

7.8 Except as provided in this clause 7, we shall have no liability to you in respect of the Equipment's failure to comply with the warranty set out in clause 7.1.

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7.9 You acknowledge that other than in accordance with the Third Party Licence Terms, you shall not be entitled to reject or otherwise request a refund in respect of any Third Party Software or the data or code required to access such Third Party Software:

(a) during the utilisation of a Software Demonstration by you prior to your purchase of the corresponding Third Party Software; or

(b) where any Third Party Software is purchased in accordance with the Contract following the utilisation of a Software Demonstration by you.

7.10 Such access codes as are necessary to access any Third Party Software may, at our discretion, be transmitted to you by email.

7.11 You acknowledge that the re-activation of any Third Party Software will be completed where possible, but at all times in our discretion and will be subject to an administration charge payable by you to us.

8. LICENSING OF THIRD PARTY SOFTWARE

8.1 Title to the Third Party Software and in the media containing such Third Party Software shall not at any time pass to you under the Contract in any circumstances.

8.2 The Third Party Software may be used by you only in accordance with the Third Party Licence Terms. You acknowledge that you have sole responsibility to comply with the Third Party Licence Terms, and it is hereby notified that failure to comply with such Third Party Licence Terms could result in you being refused a software license to use the Third Party Software or having the same revoked by the owner or relevant licensor of the Third Party Software. You further agree to indemnify, keep indemnified and hold us harmless in respect of any costs, charges, losses or expenses incurred by us as a result of or in connection with any breach of (or any other failure to comply with) the Third Party Licence Terms by you.

9. INSPECTION AND TESTING OF EQUIPMENT AND THIRD PARTY SOFTWARE

9.1 Except in relation to the Publications, you shall:

(a) test and inspect the Equipment on delivery to ensure that it complies with the requirements of the Contract; and

(b) if so requested by us, allow our representatives to attend such inspection and/or tests.

9.2 You agree that prior to purchasing the right to use any Third Party Software, you shall utilise a Software Demonstration in respect of the same.

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10. TERRITORIAL RESTRICTIONS

10.1 Our Site is only intended for use by business users based in the United Kingdom and Channel Islands.

10.2 We do not accept Orders from addresses outside the United Kingdom and Channel Islands.

10.3 By placing an Order through our Site, you warrant that you are resident in the United Kingdom and are accessing our Site from that country.

10.4 In the event that you subsequently export any Equipment from the United Kingdom and Channel Islands, you shall be solely responsible for complying with any legislation governing:

(a) the export and the importation of the Equipment and the Third Party Software into the country of destination; and

(b) the use and application of the Equipment and the Third Party Software in the country of destination.

11. SUPPLY OF SERVICES

11.1 We shall provide the Services to you in accordance with the Service Description in all material respects.

11.2 We shall use our reasonable endeavours to meet any performance dates for the Services specified in the Service Description, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

11.3 We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or otherwise reduce the quality of the Services, and we shall notify you in any such event.

11.4 Subject to the Service Description, the Support Services may consist of:

(a) remote usage assistance via a premium rate telephone line, bundled email support or online internet viewing; and

(b) such other Support Services as we may in our discretion determine from time to time to be provided on such terms and conditions as we may stipulate.

11.5 We warrant to you that the Services will be provided using reasonable care and skill.

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12. YOUR OBLIGATIONS

12.1 You shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with us in all matters relating to the Services;

(c) as requested by us, provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us to provide the Services;

(d) provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(e) where necessary, prepare your premises for the supply of the Services;

(f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(g) keep and maintain all of our materials, equipment, documents and other property (**SDC Materials**) at your premises in safe custody at your own risk, maintain SDC Materials in good condition until (where relevant) returned to us, and not dispose of or use the SDC Materials other than in accordance with our written instructions or authorisation; and

(h) ensure that:

(i) those of your employees and representatives to whom the Training Services are to be provided (**Delegates**) have attained the educational standards listed in the Service Description (the **Educational Standards**) in advance of receiving any of the Training Services; and

(ii) the minimum facility standards (including in relation to IT and internet provision) as stipulated in the Service Description are made available at the proposed location for the Training Services.

12.2 If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (including where, in our reasonable opinion, any Delegate has failed to attain the Educational Standards (**Customer Default**):

(a) we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Customer Default, and to rely on the Customer Default to relieve us from the

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performance of any of our obligations to the extent the Customer Default prevents or delays our performance of any of our obligations;

(b) we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of its obligations as set out in this clause 12.2; and

(c) you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

13. CHARGES AND PAYMENT

13.1 The price for the Equipment and the Third Party Software shall be the price set out in the Order, except in cases of obvious error. It is always possible that, despite our best efforts, some of the Products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject the Order and notify you that we are rejecting it. If the pricing error is obvious and unmistakeable and could have reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

13.2 Any prices set out on the Site from time to time are exclusive of all costs and charges of packaging, insurance, transport of the Equipment (and transmission of the Third Party Software), which shall be paid by you, and are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). VAT will be added, where appropriate, during the ordering process.

13.3 For the avoidance of doubt, we may increase the prices of the Equipment and/or Third Party Software to reflect any increase in the cost to us which is due to any factor beyond our control (including any foreign exchange fluctuation, currency regulation, alteration of duties, change in legislation, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment or the Third Party Software which is requested by you, or any delay caused by any of your instructions or your failure to give us adequate information or instructions.

13.4 The charges for the Services shall be as stipulated in the Service Description. We reserve the right to change our charges for the Services at our discretion from time to time.

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13.5 Payment of the price will be required in advance. You shall pay the price for the Products in pounds sterling.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by us.

14.2 You acknowledge that all Intellectual Property Rights used by or subsisting in the Equipment are and shall remain our property, or (as the case may be) the property of the third party owner of such Intellectual Property Rights.

14.3 We shall retain the property and copyright in all documents supplied to you in connection with the Contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without our prior written consent.

14.4 Our Intellectual Property Rights in and relating to the Equipment shall remain our exclusive property, and you shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of your agents or contractors or any other person to do so.

14.5 In relation to any Third Party Software:

(a) nothing contained in the Supply Terms shall be construed as an assignment of any Intellectual Property Rights in the Third Party Software or user manuals; and

(b) you acknowledge that you are licensed to use such Third Party Software in accordance with clause 8.2 above, and by entering into the Contract, you agree to comply with the Third Party Licence Terms, whether provided with the Supply Terms or stated in documentation supplied either by us or by the owner or licensor of such Third Party Software.

14.6 You acknowledge that, in respect of any third party Intellectual Property Rights in the Services, your use of any such Intellectual Property Rights is conditional on us obtaining a written licence from the relevant licensor on such terms as will entitle us to license such rights to you.

14.7 All SDC Materials (as well as any materials produced and used in connection with the delivery of the Training Services) are our exclusive property and we hereby assert our rights in all Intellectual Property Rights therein to the maximum extent permitted by law.

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15. CONFIDENTIALITY AND OUR PROPERTY

15.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, materials, products or initiatives which are of a confidential nature and have been disclosed to you by us or our agents, and any other confidential information concerning our business or our products which you may obtain.

15.2 You shall restrict disclosure of such confidential material to such of your employees, agents or sub-contractors as need to know the same for the purpose of discharging your obligations to us, and you shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind you.

15.3 All materials, equipment and tools, drawings, specifications and data supplied by us to you shall at all times be and remain our exclusive property, but shall be held by you in safe custody at your own risk and maintained and kept in good condition by you until returned to us, and shall not be disposed of or used other than in accordance with our written instructions or authorisation.

15.4 This clause 15 shall survive termination of the Contract, however arising.

16. LIMITATION OF LIABILITY

16.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

(a) any breach of the Contract; and

(b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

16.2 Except as set out in the Supply Terms, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

16.3 Nothing in the Supply Terms shall exclude or limit our liability for:

(a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

(b) fraud, fraudulent misrepresentation or wilful default;

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(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

16.4 Subject to clause 16.3:

(a) we shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(i) consequential or indirect loss or damage of whatsoever nature;

and, whether direct or indirect:

(ii) loss of profits; or

(iii) loss of business; or

(iv) depletion of goodwill or similar losses; or

(v) loss of anticipated savings; or

(vi) loss of contract; or

(vii) loss or corruption of data or information;

whatsoever or howsoever arising and the parties acknowledge that each type of loss under this clause 16.4 shall be severable in accordance with clause 19.5; and

(b) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Products which are the subject of the claim.

16.5 Except as stated elsewhere in the Supply Terms, our liability in respect of the Third Party Software is limited to assigning to you (in so far as we are legally permitted to do so) the benefit of any warranties with which the Third Party Software has been made available to us.

16.6 We may provide links on our Site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our Site, or from companies to whose website we have provided a link on our Site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely.

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17. TERMINATION AND CANCELLATION

17.1 Without prejudice to any other right or remedy available to us, we may terminate the Contract or suspend any further deliveries under the Contract without liability to you if:

(a) you commit a material breach of your obligations under the Contract and, if such breach is remediable, fail to remedy that breach within thirty (30) days after receipt of notice in writing of the breach;

(b) your ability to accept delivery of the Equipment or the Third Party Software or provision of the Services is delayed, hindered or prevented by circumstances beyond your reasonable control;

(c) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(d) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;

(e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or your solvent reconstruction;

(f) you (being an individual) are the subject of a bankruptcy petition or order;

(g) any creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days;

(h) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);

(i) a floating charge holder over your assets (being a company) has become entitled to appoint or has appointed an administrative receiver;

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(j) a person becomes entitled to appoint a receiver over your assets, or a receiver is appointed over your assets;

(k) any event occurs, or proceeding is taken, in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 17.1(c) to clause 17.1(j) (inclusive);

(l) you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

(m) you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

17.2 Without limiting its other rights or remedies, we may terminate the Contract:

(a) by giving you one (1) month's written notice;

(b) with immediate effect by giving you written notice if you fail to pay any amount due under the Contract on the due date for payment.

17.3 Without limiting our other rights or remedies, we shall have the right to suspend the supply of Services or all further deliveries of Equipment or Third Party Software under the Contract or any other contract between you and us if:

(a) you fail to make payment of any amount due under the Contract on the due date for payment; or

(b) you become subject to any of the events listed in 17.1(c) to clause 17.1(j), or we reasonably believe that you are about to become subject to any of them.

17.4 In relation to the Training Services:

(a) you acknowledge that following the issue of an Acknowledgement of Order in respect of any Order for Training Services, we will incur costs and expenses in respect of, without limitation:

(i) the booking of premises;

(ii) the hiring of trainers;

(iii) the preparation of course materials;

(iv) the supply of refreshments;

(v) the renting of equipment; and

(vi) associated administration.

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17.5 You shall only be entitled to postpone or cancel any provision of the Training Services (a **Training Session**) on the giving of prior written notice to us in accordance with the Supply Terms.

17.6 In the event that you cancel any Training Session on not less than fourteen (14) days' prior written notice to us, a refund (or credit) of 50% of the price of such Training Session shall be made to you.

17.7 In the event that you cancel any Training Session on less than fourteen (14) days' prior written notice to us, no refund (or credit) of the price of such Training Session shall be made to you.

17.8 In the event that any postponement of a Training Session is requested by you on less than fourteen (14) days' prior written notice to us:

(a) an additional sum equal to 20% of the price of such Training Session will be payable by you to us in addition to the published price of such Training Session; and

(b) you agree that any additional payment to be made in accordance with clause 17.8(a) above is a genuine pre-estimate of our loss incurred as result of such postponement.

18. CONSEQUENCES OF TERMINATION

18.1 On termination of the Contract for any reason:

(a) all materials, equipment and tools, drawings, specifications and data supplied by us, including the SDC Materials shall, at our option, be returned to us or disposed of by you in accordance with our written instructions. If you fail to return such materials having been requested to do so, we may enter your premises and take possession of them. In such event you shall be solely responsible for their safe keeping until they have been returned, and will not use them for any purpose not connected with this Contract;

(b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

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19. GENERAL

19.1 **Force majeure:**

(a) For the purposes of the Contract, a **Force Majeure Event** means an event beyond our reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service, IT or computer system or network (including email server), malfunction or delay or failure of a transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) we shall not be liable to you as a result of any delay or failure to perform our obligations under the Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents us from providing any of the Products for more than sixty (60) days, we shall, without limiting our other rights or remedies, have the right to terminate the Contract immediately by giving you written notice.

19.2 **Assignment and subcontracting:**

(a) We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

(b) You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under the Contract.

19.3 **Notices:**

(a) Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

(b) All notices given by you to us must be given to The Solar Design and Training Company Ltd at Llety Gwyn, Aberystwyth Road, Machynlleth UK or

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software@solardesign.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing the Order, or in any of the ways specified in sub-clause (a) above. Notice will be deemed received and properly served immediately when posted on our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

(c) This clause 19.3 shall not apply to the service of any proceedings or other documents in any legal action.

19.4 **Waiver and cumulative remedies:**

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19.5 **Severance:**

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19.6 **Entire Agreement:**

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

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(b) Each party acknowledges that, in entering into the Contract and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract or those documents.

(c) Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in the Contract.

(d) Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

19.7 **No partnership**: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

19.8 **Third parties**: A person who is not a party to the Contract shall not have any rights under or in connection with it.

19.9 **Variation:**

(a) We have the right to revise and amend the Supply Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

(b) You will be subject to the policies and Supply Terms in force at the time that you place your Order, unless any change to those policies or the Supply Terms is required to be made by law or governmental authority (in which case it will apply to your Order), or if we notify you of the change to those policies or the Supply Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Supply Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

19.10 **Governing law and jurisdiction:**

(a) The Contract shall be governed by and construed in all respects in accordance with English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract.

(b) Subject to sub-clause (c) below, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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(c) Nothing in this clause 19.10 shall limit our right to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude us from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19.11 **Compliance with applicable law**

(a) It is your obligation to acquaint yourself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Equipment or the Third Party Software.

(b) It is your obligation to ensure that no Equipment or Third Party Software is exported or imported in violation of the laws of any jurisdiction into or through which the Equipment or the Third Party Software are transported during the course of delivery.

(c) Where necessary, you shall inform us at a reasonable time before delivery of any documents which it is necessary for us to provide in order to allow export of the Equipment or the Third Party Software in compliance with the laws of any relevant jurisdiction.

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WEBSITE TERMS OF USE

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This page, together with the documents referred to on it, tells you the terms of use on which you may make use of our website, **www.solardesign.co.uk** (**our site**), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

www.solardesign.co.uk is a site operated by The Very Efficient Heating Company Limited, trading as The Solar Design Company Limited (**we** or **us**). We are registered in England and Wales under company number 04707083 and have our registered office and main trading address at Llety Gwyn, Aberystwyth Road, Machynlleth UK, SY20 8ET. Our VAT number is 704128371.

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1. ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

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If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using our site, you must comply with the provisions of our Acceptable Use Policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

2. CHANGES TO OUR SITE

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

3. LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

4. RELIANCE ON INFORMATION

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim to the maximum extent permitted by law any liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

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Contracts for the supply of goods or services formed through our site or as a result of visits made by you are governed by our Terms and Conditions of Supply.

6. LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the maximum extent permitted by law, we and third parties connected to us hereby expressly exclude:

(1) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

(2) Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

The content of this section does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.

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8. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

9. UPLOADING MATERIAL TO OUR SITE

Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those standards, and you shall indemnify us in respect of any loss or damage of any kind suffered by us arising in connection with any breach of that warranty.

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Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our Acceptable Use Policy.

10. LINKING TO OUR SITE

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to make any use of material on our site other than that set out above, please address your request to software@solardesign.co.uk.

11. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement

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authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

12. JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site, although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13. VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

14. YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact software@solardesign.co.uk.

Thank you for visiting our site.

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WEBSITE ACCEPTABLE USE POLICY

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www.solardesign.co.uk is a site operated by the Very Efficient Heating Company Limited, trading as The Solar Design Company Limited (**we** or **us**). We are registered in England and Wales under company number 04707083 and have our registered office and main trading address at Llety Gwyn, Aberystwyth Road, Machynlleth UK SY20 8ET. Our VAT number is 704128371.

This Acceptable Use Policy sets out the terms between you and us under which you may access our website, **www.solardesign.co.uk** (**our site**). This Acceptable Use Policy applies to all users of, and visitors to, our site (**users**).

Your use of our site means that you accept, and agree to abide by, all the policies in this Acceptable Use Policy, which supplement our Website Terms of Use.

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1. PROHIBITED USES

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation ("spam").

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- To transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our Website Terms of Use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

2. INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- Chat rooms.
- Bulletin boards.
- Webinar seminars.

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude to the maximum extent permitted by law our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our Content Standards, whether the service is moderated or not.

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Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

3. CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which may be defamatory of any person.
- Contain any material which may be obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or gender reassignment.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.

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- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

4. SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this Acceptable Use Policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this Acceptable Use Policy constitutes a material breach of the Website Terms of Use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude to the maximum extent permitted by law any liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this Acceptable Use Policy are not limited, and we may take any other action we reasonably deem appropriate.

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5. CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on our site.

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