

terms & conditions of sale

A). 'the Company' means The Solar Range

'the Customer' means the person, firm, company or organisation who buys or agrees to purchase the goods.

'Goods' means the produce, products or materials which the Company agrees to supply to the Customer in accordance with these conditions. 'the Delivery Point' means the place specified in the Company's Sales Confirmation for delivery of the Goods or such other place as shall subsequently be agreed in writing by the company.

References to Statutes or Statutory provisions shall include those Statutes or Statutory provisions as from time to time re-enacted or replaced.

B). GENERAL

(i) All quotations are given orders accepted and Goods delivered by the Company subject to and upon the following terms & conditions of sale to which no additions or variations shall apply unless specifically agreed in writing by an authorised representative of the company.

IN THE ABSENCE OF SUCH AN AGREEMENT, THE CUSTOMER SHALL, UPON DELIVERY OF THE GOODS OR (WHERE DELIVERY IS BY INSTALLMENT) THE FIRST ITEM THEREOF, BE DEEMED TO HAVE GIVEN FINAL AND ABSOLUTE ACKNOWLEDGEMENT OF ITS ACCEPTANCE OF THESE TERMS & CONDITIONS IN THE FORM HEREIN SET OUT.

(ii) Where the Customer has not received express or implied notice of the Company's Terms & Conditions of Sale prior to receipt of the Company's Sales Confirmation, it may, within 72 hours of issue of that Form, cancel its order for Goods provided that the Company has not by that time itself incurred any expenditure or liability to a third party in furtherance of the order and in consideration of such right of cancellation the Customer shall if it does not exercise the right be deemed to have accepted the Company's Terms & Conditions of Sale.

C). PRICES & PAYMENT TERMS

(i) Prices quoted are those ruling at the date of issue by the Company of its quotation and are (unless otherwise stated) inclusive of all package insurance and transportation costs to the Delivery Point.

(ii) Prices are (unless otherwise stated) quoted net of VAT and all taxes, imports and levies which are or may from time to time be levied by any governmental, statutory or local authority upon the sale of Goods and such additions (if any) shall be charged at the rates prevailing at the date of delivery or invoices as the case may be

(iii) In the event of the Company incurring any increase in packaging, insurance or transportation costs or any costs which are beyond its control after submission of its final unqualified Sales Confirmation Form it reserves the right upon giving written notification to the Customer to increase its prices and such increased prices shall thereupon become payable by the Customer in respect of any Goods already ordered by the Customer

(iv) Payment of the price and VAT and other sums due hereunder shall be due (without any right of set-off) within 28 days of the date of delivery of the Goods to the Delivery Point (unless otherwise stated).

(v) No forbearance or indulgence by the Company shown or granted to the Customer shall in any way affect or prejudice the rights of the Company or be taken as a waiver of the terms of this or any other clause herein

(vi) Interest on overdue accounts shall accrue from the due date from day to day until payment at the rate of 3% above National Westminster Bank PLC's base rate from time to time and shall accrue after as well as before any judgement.

(vii) If the Customer fails to make any payment on the due date then, without prejudice to any of the Company's other rights, the Company may suspend or cancel deliveries of any articles due to the Customer and may (as its sole option) treat the balance of any contract as repudiated by the Customer. Title to and property in the Goods shall remain vested in the Company

D). TITLE

(i) Title to and property in the goods shall remain vested in the Company until payment in full

(a) of the total invoice price for the Goods together with any other related charges and

(b) if any other amounts which are overdue for payment by the Customer

(ii) Until such time as title to the Goods shall pass to the Customer, it shall hold them as bailee for the Company clearly identifying them as the property of the Company storing them separately from other Goods in the keeping of the Customer and shall, if so requested forthwith, return them to the Company

E). QUANTITIES

G). LOSS/DAMAGE IN TRANSIT

The Company shall accept no liability whatsoever for loss of or damage to the Goods in transit unless the Customer shall have notified the Company thereof in writing in the case of damaged Goods within 24 hours of the date of receipt by the Customer of the Goods (provided that the Company shall be under no liability once the goods have been unloaded save as to inherent defects incapable of detection prior to unloading) or in the case of non-receipt of the Goods within 7 days of the date of their dispatch en route to the Delivery Point and the Company's liability shall in any event be limited to a sum equivalent to the invoice price of the lost or damaged Goods.

H). FORCE MAJEURE

In the event that the Company shall be delayed in or prevented from carrying out all or any of its obligations under a contract for sale of Goods as a result of any cause beyond its control including (but not by way of imitation) war, invasions, hostilities, civil war, civil strife or common strikes, lock-outs, breakdown of plant, storm, flood, fire, failure of third parties to deliver the Goods or provide services connected therewith, drought, crop failure, disease of whatever nature affecting the Company's ability to acquire the Goods or ability to procure the Goods except at increased prices due to any of the foregoing causes or any other causes, it shall be relieved of all obligations and liabilities incurred under such contract in so far as and for so long as the fulfilment of such obligations and liabilities is thereby prevented, frustrated or impeded.

I). COMPANY'S WARRANTY

(i) The Company warrants that the Goods supplied by it are of merchantable quality

(ii) If Goods are found to be defective after their delivery to the Customer, that Company will at its option either replace the defective Goods or refund to the Customer a sum equivalent to the price paid to the company for them provided always that in view of the perishable nature of the Goods written notice of defect is delivered to the Company within 24 hours of Delivery.

(iii) The Company's warranty shall not apply to any Goods;

- (a) which have been tampered with in any way outside of the Company's premises or
- (b) which have been stored in unsuitable conditions or for an excessive period
- (c) which have been subject to misuse, negligence or accident or
- (d) the quality of which has in any way been impaired as a result of the act or omission of the Customer or its servant or agent or
- (e) defects which have not been reported to the Company and facilities for inspection provided to the Company within 24 hours of delivery or
- (f) defects which have not been reported prior to the unloading of the Goods (save as to inherent defects incapable of detection prior to unloading)

J). LIMITATION OF COMPANY'S LIABILITY

(i) Except as expressly stated above all other warranties, conditions and representations express or implied statutory or otherwise are (to the extent that they may in law be excluded) hereby excluded and the Company shall not be liable in contract tort or otherwise for any loss, damage, expense or injury (whether direct or consequential) arising out of or in connection with the supply or use of the Goods or any defect on them PROVIDED ALWAYS that it shall not exclude:

- (a) liability in respect of death or personal injury arising out of the Company's negligence
- (b) such liability in respect of direct physical damage arising out of the Company's negligence as may in the circumstances be reasonable
- (c) any item as to title quiet possession and freedom from encumbrance which may be implied by Section 12 of Sale of Goods Act 1979

(ii) other than in respect of the proviso in sub paragraph (i) (a) of this clause above the Company's liability shall not under any circumstances exceed the invoice price of the Goods which are the subject of any claim by the Customer

K). DEFAULT OR INSOLVENCY OF CUSTOMER

(i) If the Customer defaults in any way in its commitments with the Company or suffers any distress or execution upon its property or assets or makes or offers to make any arrangement or composition with its creditors or commits an act of bankruptcy or has a Receiver appointed overall or a substantial part of its assets or a resolution passed or petition filed for winding up, then the Company shall have the right (without prejudice to any other remedies) to cancel any uncompleted order or to withhold or suspend delivery.

(ii) In the event of an order being cancelled by the Company in the above circumstances or being cancelled by the Customer, the Customer shall indemnify the Company against all loss (including loss of profits), costs (including labour and overheads) and all other expenses and damages incurred by the Company in connection with the order and its cancellation.

L). SEVERANCE Any provisions of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions of this contract.

M). ENGLISH LAW Every contract to which these Terms & Conditions shall apply shall be construed in accordance with and governed in all respects by the Laws of England and the Company and the Customer agree to submit to the jurisdiction of

(i) Whilst every effort will be made to deliver the weights and/or quantities of Goods ordered by the customer, the Company shall be deemed to have complied with its contractual obligations and completed the Customer's Order notwithstanding that it may have delivered a weight or quantity of Goods which varies within a tolerance of plus or minus 10% of the weight or quantity of Goods ordered.

(ii) In the event of such weight or quantity variation, the total price payable by the Customer in respect of the Goods shall be increased or decreased pro rata to the quantity variation

F). DELIVERY

(i) The Company will use its best endeavours to comply with delivery dates, but such dates are estimates only and are not guaranteed, neither shall they, under any circumstances be deemed to be a Term & Condition of the contract of sale

the English Courts provided always that the schedules to the Uniform Laws on International Sales Act 1967 are hereby excluded.