

Solar installation terms and conditions

Should you require either this Contract or any other information we have supplied to you in large print, please contact us.

This document sets out the terms upon which Good Energy Solar (South West) Limited (registered company number 12100615) whose registered address is at Monkton Park Offices, Monkton Park, Chippenham, SN15 1GH (“we”, “us” and the “Company”) will provide solar photovoltaic, battery and electric vehicle charge point installation services.

Our main obligation to you is to do the work with all reasonable skill and care according to the standards set by the Microgeneration Certification Scheme (“MCS”) and the Institution of Engineering and Technology (“IET”). Under the MCS and OLEV, only certified companies can enter into a contract with a customer for the sale and installation of a solar photovoltaic system or battery system or electric vehicle point car charger. Our MCS Certification number is: NAP25604.

The quotation will document all goods and services we propose to supply, along with the total price for these goods and services including VAT. We will provide you with a timetable for supplying the goods and carrying out the installation. The quotation will include information as to the performance of the technology we have proposed to install. These performance estimates will be calculated according to the requirements of the appropriate MCS Standard.

We will discuss this with you and provide you with information as to the location of key components. You will be given the opportunity to approve the site designs before work commences. We will advise you on approvals and permissions that may be required for the work; however, it will be your responsibility to ensure that such approvals and permissions are in place. If we require evidence of those permissions (and related drawings and/or specifications) you must make those available.

If there are additional payments that you may have to make, such as planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs. If there is a particular service or item of equipment that would normally be considered as part of the installation and you have requested that this not be included, then we will have documented this on the quotation.

1. OUR MAIN OBLIGATIONS

We will carry out the work:

- 1.1. with reasonable care and skill and to a high standard;
- 1.2. and keep to all building regulations;
- 1.3. and, at the end of the contract, we will give you any guarantees, test certificates and so on which apply to the work. You should keep these in a safe place for use in the future.

2. YOUR MAIN OBLIGATIONS

You will pay us the price as follows.

- 2.1. Stage/interim payments
 - (a) Please see the breakdown in the contract document for the payment structure.
 - (b) You must pay us within 5 days of receiving an invoice.
- 2.2. Final Payment
 - (a) When we have finished the work (at the completion date) we will send you the final bill.
 - (b) You must pay us within 5 days of receiving an invoice.
 - (c) We will give you credit, in the final bill, for all interim bills you have paid.
- 2.3. Change of Work
 - (a) Any change of works requests must have a Variation to Contract form completed and signed. These will be billed separately to the contract stage/interim payments.
 - (b) You must pay us within 5 days of receiving an invoice.
- 2.4. You must allow us enough access to the site and keep the site clear of all obstructions so we can carry out the work.
- 2.5. You must pay us interest, at the interest rate, on any amounts overdue.

3. STARTING THE WORK, LENGTH OF THE WORK AND THE SITE

We will start the work on the agreed start date. You must make the site available to us on the start date and for the time it takes us to carry out the work.

4. WITHHOLDING PAYMENT

If a dispute arises, you can only withhold payment after the due date for any payment owed to us, if you give us notice:

- 4.1. before the final date for that payment;
- 4.2. saying that you are going to withhold payment; and,
- 4.3. setting out the amount you will withhold and the reason for withholding payment. Or, if there is more than one reason, you must give each reason and the amount which applies to it. You must confirm any notice given over the phone or face-to-face in writing as soon as possible before or after the due date.

5. PERMISSIONS YOU WILL NEED

Unless we agree otherwise in writing, you must get all forms of permission you need before we start the work and keep any conditions relating to the work (including

paying all the relevant fees). If you break this Clause 5 (*Permissions you will need*), you must pay us any losses or damages we suffer. When the work is completed, whoever is responsible for gaining building regulation approval or planning permission is also responsible for getting formal written confirmation that the work keeps to those regulations or permissions.

6. MATERIALS OR GOODS

- 6.1. Any materials or goods we supply will be:
- (a) new, unless you agree otherwise in writing;
 - (b) of satisfactory quality;
 - (c) of the description you give for their type, as far as possible;
 - (d) of the appropriate British Standard and Codes of Practice in force at the date of placing the order, and;
 - (e) fit for their normal purposes.
- 6.2. We will get any materials or goods you ask us to, as long as they are available, within a reasonable period.
- 6.3. You will not own any materials or goods delivered to the site until you have paid us.

7. RESPONSIBILITY FOR LOSS AND DAMAGE AND INSURANCE

- 7.1. Your obligations
- (a) Existing structures and contents – You are responsible for any loss of and damage to any existing structures and contents, unless it falls within our obligations in Clause 7.2.
 - (b) The work – You are not responsible for insuring the work before practical completion or you end our employment, whichever happens first.
 - (c) Evidence of insurance – You must take out and keep an adequate insurance policy for your liability under Clause 7.1(a). We will be entitled to see this policy.
- 7.2. Our obligations
- (a) Existing structures and contents – We will only be responsible for any loss or damage to any existing structures and contents, if the loss and damage is caused by our negligence or by the negligence of any person we are responsible for. If part of the loss and damage is caused by someone else, we will only pay our share.
 - (b) The work – We will be responsible for insuring against any loss of and damage to the work until practical completion or you end our employment, whichever happens first.

- (c) Liability for personal injury – We will pay you any losses and damages you have to pay as a result of your legal liability for personal injury to or the death arising out of, or in the course of, or caused by carrying out the work. You will be responsible for personal injury or death caused by your negligence or the negligence of any person you are responsible for.
- (d) Liability for damage to any property of another person – We will pay you any losses or damages you have to pay as a result of your legal liability for loss of or damage to any property of another person. This only applies if:
 - it arises out of, or in the course of, or is caused by carrying out the work; and
 - is caused by our negligence or the negligence of any person we are responsible for.
- (e) Evidence of insurance – We will take out and keep adequate insurance policies for our liability under Clauses 7.2(a) to (d). If you ask, we will provide details of the policies. We will include you as an insured person under our insurance policies.
- (f) All insurance policies which we must have under our obligations under this Clause 7.2 will include you as an insured person. In the insurance industry, this is called an 'Indemnity to Principals' clause.
- (g) You or we must immediately let the insurers know about any claims. You and we must keep to the terms and exclusions of the insurance policy. If you or we fail to do this, the insurance may no longer be valid.

8. SUPPLYING SERVICES

You agree to provide for us:

- 8.1. water;
- 8.2. electricity,
- 8.3. storage space
- 8.4. safe and easy access to the installation area.

We also request that we have access to the internet via your router so that the installation team can effectively commission your system. All passwords used will not be recorded.

9. CHANGING THE WORK

- 9.1. If you want to change the work, you must:
 - (a) confirm this in writing; and,
 - (b) do so within 14 days, if you first tell us.

We will then adjust the price.

- 9.2. We will carry out any change instructed by an appropriate local authority or public utility officer, but only after giving you written notice.
- 9.3. However, if you can change those requirements, you may do so. But you must tell us, in writing, before we start carrying out that change. Whichever applies, we will adjust the price accordingly.
- 9.4. The price will be adjusted by:
- (a) written agreement beforehand, if possible; or if not then
 - (b) after written agreement; or if not then
 - (c) referring to any priced documents, if this applies; or if not then
 - (d) a reasonable amount for the work done or goods supplied.
- Every change which includes extra or revised work (as opposed to a change leaving something out) may mean extra costs.
- 9.5. If unexpected work arises, we will tell you and ask you how you want us to go ahead. If so, Clause 9 (*Changing the works*) will apply.

10. OUR EMPLOYEES OR SUBCONTRACTORS OR TRADESMEN

You may not use or instruct our employees or subcontractors or tradesmen. If you do, you will have to pay us as if we had carried the work out.

11. HEALTH AND SAFETY

We will be responsible for all health and safety issues relating to the work. If CDM (The Construction (Design and Management) Regulations 1994) applies, we must keep our obligations and you must keep your obligations.

12. DELAY OR DISRUPTION

If the work is delayed or lasts longer than expected for any reason (other than our fault), we will adjust the price accordingly, as shown in Clause 9 (*Changing the works*). If it is your fault, we will be entitled to claim for any losses and expenses caused.

13. YOUR RIGHT TO END THIS CONTRACT

- 13.1. You have the right to cancel this contract during the 'cancellation period' without giving any reason.
- 13.2. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

- 13.3. The cancellation period lasts 14 days and will start on the day the last part of the goods relating to the contract is delivered to you. You can also cancel the contract without penalty before any of the goods are delivered.
- 13.4. You may also cancel this contract if there is an unreasonable delay in the installation being carried out, if this has not been caused by you. You would also be entitled to a full refund if that delay has been caused by something outside of our direct control but not caused by you.
- 13.5. If you cancel this contract outside the cancellation period you may have to pay to us reasonable costs for any losses we may have incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit or any advance payments we may retain all or part of these payments as a contribution.
- 13.6. You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control. You will be entitled to a full refund.
- 13.7. If we are in serious breach of our obligations as detailed in this contract then you will be entitled to cancel this contract, request a repair or replacement or you may be entitled to request compensation.
- 13.8. You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies if you have changed your mind about the goods and services agreed to.

14. EXPRESS CONSENT

- 14.1. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 came into effect in June 2014 and are relevant to domestic/consumer contracts.
- 14.2. Where contracts are considered to have been agreed away from trade premises or at distance the cancellation period begins when the customer signs the contract and ends 14 days after all of the goods relating to the contract are delivered to the customer's home.
- 14.3. For Solar PV and Battery installation it is not normally reasonable to deliver the goods 14 days prior to the installation starting. In this situation both the company and the consumer want the work to start within the cancellation period. Under the regulations the consumer can make an "express request" confirming that they are happy for work to begin within the "cancellation period". By signing and returning this contract you are providing your agreement in writing to enable us to commence work within the cancellation period which starts when the customer signs the contract and ends 14 days after all of the goods relating to the contract are delivered to the customer's home.
- 14.4. Please Note: If you make an "express request" for the work to start, you can still cancel within the cancellation period as long as the installation is not completely finished. However, if you do cancel after making the express request you will be liable for any work performed up to the point of

cancellation. If you consent for work to begin within the cancellation period and you later exercise your right to cancel you will be liable for the cost of work performed up to the point of cancellation. You will also lose the right to cancel the contract within the cancellation period when the installation is completely finished. When this occurs the company can charge the full contract price.

15. EFFECTS OF CANCELLATION

- 15.1. If you cancel this contract, we will reimburse to you all payments received, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you.
- 15.2. We will make the reimbursement without undue delay, and not later than:
 - (a) 14 days after the day we receive back from you any goods supplied;
 - (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods; or
 - (c) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 15.3. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 15.4. We will collect the goods at our expense. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

16. WORK BEGUN PRIOR TO THE EXPIRY OF THE CANCELLATION PERIOD

- 16.1. If you have agreed in writing that installation work will commence before the cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out. You must confirm in writing that work may commence before your cancellation period expires.
- 16.2. You will be entitled to cancel this contract if there is a serious delay in our ability to carry out the agreed work that is outside of your control, but within our control. You will be entitled to a full refund.
- 16.3. If we are in serious breach of our obligations as detailed in this contract then you will be entitled to cancel this contract, request a repair or replacement or you may be entitled to request compensation.
- 16.4. You can only recourse to these actions if the goods or services are incorrectly described or not fit for purpose. You will not be entitled to seek these remedies

if you have changed your mind about the goods and services agreed to outside of any required cancellation periods.

17. OUR RIGHT TO SUSPEND OR END THIS CONTRACT

- 17.1. Without affecting our other legal rights and remedies, we can suspend or end this contract in one (or more) of the following circumstances.
- (a) If you fail to pay any interim bill and still fail to pay for 7 days after receiving a written notice we send demanding payment.
 - (b) If you, or anyone you employ or your agent, interfere with or obstruct the work or fail to make the site available to us (without good reason) for the contract period (or any one or more of these).
 - (c) If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these).
 - (d) If the work is delayed due to your fault for more than 14 days in a row.
- 17.2. After we use our right to suspend this contract we can end it if you are still at fault (as shown in Clause 17.1). We will also be entitled to:
- (a) all relevant payments under Clause 2 (*Your main obligations*);
 - (b) any costs involved in suspending or ending this contract; and
 - (c) any losses we suffer (including loss of profit) resulting from suspending or ending this contract.

However, you can still use all your legal rights and remedies.

18. EXTENDING THE CONTRACT PERIOD

You will extend the contract period by a reasonable period to take into account any one (or more) of the following:

- 18.1. Your delayed instructions or lack of instructions on any one (or more) of the following:
- (a) the work;
 - (b) changes to the work (see Clause 9 (*Changing the work*)); or,
 - (c) your choice of materials.
- 18.2. If we suspend this contract (see Clause 17 (*Our right to suspend or end this contract*)).
- 18.3. If the work is obstructed by any matter we do not control.
- 18.4. Weather conditions which delay or prevent us continuing the work.
- 18.5. Civil commotion, wars, riots and lock-outs or lockdowns.

19. SUBCONTRACTING

We intend to use our core team but may can subcontract any part of the work, but we will still be responsible for the work.

20. CLEARING THE SITE

On completion date, we will remove all rubble, surplus materials, rubbish, tools and scaffolding on the site and leave it clean and tidy. We will not be responsible for removing any items you, or any person we don't control, place on the site.

21. RELATED CREDIT AND OTHER AGREEMENTS

If you decide to cancel your contract for our goods and services, then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

22. TIMETABLE FOR WORKS

- 22.1. We will agree with you a timetable for carrying out the installation.
- 22.2. There can be occasions that this timetable may need to be varied, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.
- 22.3. In the case of severe delays to the delivery of goods then you may be offered different products of equivalent specification, value and quality, so long as they are MCS certified. You can either accept that offer, wait for the products you ordered or choose to cancel the contract without penalty.
- 22.4. Should the delay be caused by us, or by our suppliers, and that delay could be considered as severe by a reasonable person, you would be entitled to cancel this contract without penalty to you.
- 22.5. Should the delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if the delay incurs extra costs, for example, scaffolding, we will require that you cover these costs.

23. DEPOSITS, ADVANCE PAYMENTS AND GOODS PURCHASED WITH DEPOSITS AND ADVANCE PAYMENTS

- 23.1. Any deposits and advance payments that you make to us can only be used to carry out work under this contract.
- 23.2. We are required under the Renewable Energy Consumer Code to protect any deposit payment you make to us, as well as the Workmanship Warranty, with an insurance policy. We will give to you the name and contact details of this insurance company upon your request. You will be entitled to claim on this policy should we fall into receivership, bankruptcy or administration.

- 23.3. When we purchase goods for use under this contract the legal title to those goods or the proportion of which you have paid us for will pass to you. We will either deliver them to you or we will store them for you and mark them as your property. They will be kept separate from other goods. We will ensure that these goods are insured until they are delivered to you. You may make arrangements to inspect the goods or to remove them from our premises if you wish.
- 23.4. If we have requested a deposit, then this deposit will not exceed 25% of the total contract price set out in the quotation. Should you decide to cancel this contract within the cancellation period, then this deposit will be returned to you promptly.
- 23.5. If we have requested advance payments in addition to a deposit, the total of all advance payments and deposits will not exceed 60% of the total contract price.
- 23.6. We will not request advance payments to be made any more than 3 weeks from the agreed delivery or installation date.
- 23.7. If we have requested a deposit before a full technical assessment of your property has been made, and we are unable to proceed because of something discovered during that technical inspection, then any deposits or advance payments will be returned.
- 23.8. The quotation will set out in detail when invoices will be sent and the amounts due for each payment.

24. GOODS BELONGING TO US

- 24.1. Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Until the title to the goods is transferred to you the goods should be stored in such a way as they are protected from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard you should contact us.
- 24.2. Should you terminate the contract for any reason, then we will make arrangements with you to collect the goods. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we may have incurred.

25. CHANGES TO THE PLANNED WORK

- 25.1. If you decide to make changes to any planned work after you have signed this contract you should contact us without delay. Wherever possible we will incorporate your changes and if we are not able to do so we will inform you as to why it is not possible for us to do so.

- 25.2. Where we are able to agree to your changes, we will require that you set out, in writing and within fourteen days, confirmation of your request.
- 25.3. You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment in the cost, either in addition or subtraction will be dealt with as a Variation of Contract and we will adjust the price by written agreement with you.
- 25.4. There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we will issue you with a quotation to complete that work. We will have documented on the quotation the normal rate for the work of our installers. If the work is outside our area of competence, we will assist you in finding a suitably qualified contractor to carry out the work. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

26. MEDIATION AND ARBITRATION

- 26.1. If at any time a dispute arises between you and us that cannot be resolved you can refer the matter to be handled through RECC's dispute resolution procedure, provided it falls within their remit. We must agree to follow this procedure if that is your wish. RECC is certified through the Chartered Trading Standards Institute as an Alternative Dispute Resolution provider. You can find further information on the RECC website:
<https://www.recc.org.uk/consumers/how-to-complain>
- 26.2. If you register a dispute with RECC it will be allocated to a RECC caseworker, who will mediate between both parties in order to resolve the dispute. Mediation aims to reach a non-legal solution to the dispute in a reasonable timescale.
- 26.3. If an agreement is not reached through mediation for any reason, you can refer the matter to RECC's independent arbitration service and we must agree to arbitration if that is your wish. You would have to pay a small fee directly to the arbitration provider which may be refunded to you if the arbitrator finds in your favour.
- 26.4. You can find more information on the RECC website:
www.recc.org.uk/consumers/how-to-complain/independent-arbitration
- 26.5. An award made under the independent arbitration service will be final and legally binding on you and us. You and we may only challenge the award on certain limited grounds under the Arbitration Act 1996.
- 26.6. Note: The RECC mediation and arbitration process only covers unresolved disputes arising from issues connected to the sale and installation of small scale renewable technologies. Disputes that relate to the MCS Installer Standards can be referred to our MCS Certification Body. We will supply their contact details to you on request.
- 26.7. We recommend that you read the Renewable Energy Consumer Code, it is available at www.recc.org.uk

27. PV WORKMANSHIP WARRANTY

- 27.1. We warrant to you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be two years from completion of the installation services and covers the design, assembly and installation of the solar panels, mounting materials and inverter only.
- 27.2. If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to the customer the charge for the relevant part of the installation service (or a proportionate part of such charge).
- 27.3. This warranty will only apply:
- (a) if the product has been installed by us and has been properly used and maintained throughout the warranty period;
 - (b) if you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery; and
 - (c) we have carried out an annual solar PV maintenance check from year 1 onwards (within 365 days of the first commissioning date).
- 27.4. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty.
- 27.5. You will ensure that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.
- 27.6. Any dispute as to whether a defect is covered by this warranty can be handled by the Renewable Energy Consumer Code's Dispute Resolution Process as detailed in section 9.1 of the Renewable Energy Consumer Code.
- 27.7. Where we have installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
- 27.8. This warranty is governed by English law and the English courts or by the law and the courts governing where your property is, if this is outside England or Wales.

28. PV MANUFACTURER'S WARRANTY

- 28.1. Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). We have the right to

charge for any labour (at a reasonable industry standard price) associated with investigation, sourcing and replacing equipment that is replaced under a manufacturer's warranty.

- 28.2. The chosen solar panels and inverter each come with their own standard manufacturer's warranties;
- (a) Solar PV modules:
- JA Solar- 25-year power output and 12-year product only warranty
 - LG - 25 year power output and product only warranty
 - Sunpower - 40 year power output, product and labour warranty
 - Jinko 420W - 30-year power output and 25-year product only warranty
- (b) Inverter:
- Solis - 5 year product and parts only warranty
 - Growatt - 10 years product and parts only warranty
 - SolarEdge - 12 year product, parts and labour contribution warranty
- 28.3. If your particular panel, inverter, battery or other product is not listed then please contact us and this information will be provided.
- 28.4. If any failure is due to a broken or smashed solar panel or inverter, there will be a charge due for us to visit site and investigate or replace.
- 28.5. During the warranty period we will not be held responsible for:
- (a) smashed solar panel(s);
- (b) water ingress caused by damage to casings;
- (c) mechanical failure of parts;
- (d) frayed cables caused by animals, environmental factors or UV light; or
- (e) broken slates or tiles.
- 28.6. Please note: any install that is moved, altered, serviced or updated without our knowledge results in a voided warranty.

29. BATTERY PERFORMANCE ESTIMATE

No recognised battery performance calculator is currently available and MCS is currently conducting an Industry consultation on a battery performance estimate standard. Until that time we can only include battery performance based on simple assumptions provided by the RECC Guidance. Using this very simple calculator, the annual electricity savings from installing a battery are estimated as follows:

		Solar Generation (kWh / year)					
		2000	3000	4000	5000	6000	7000
% self consumption increase from battery	60%	£ 204.00	£ 306.00	£ 408.00	£ 510.00	£ 612.00	£ 714.00
	50%	£ 170.00	£ 255.00	£ 340.00	£ 425.00	£ 510.00	£ 595.00
	40%	£ 136.00	£ 204.00	£ 272.00	£ 340.00	£ 408.00	£ 476.00
	30%	£ 102.00	£ 153.00	£ 204.00	£ 255.00	£ 306.00	£ 357.00

*electricity price 17p/kWh

30. BATTERY STORAGE WORKMANSHIP WARRANTY

- 30.1. We warrant to you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be twelve months from completion of the installation services and covers the design and installation of the battery storage system only.
- 30.2. If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to the customer the charge for the relevant part of the installation service (or a proportionate part of such charge).
- 30.3. This warranty will only apply:
 - (a) if the product has been installed by us and has been properly used and maintained throughout the warranty period;
 - (b) if you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery; and
 - (c) we have carried out an annual battery storage maintenance check from year 1 onwards (within 365 days of the first commissioning date).
- 30.4. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty.
- 30.5. You will ensure that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.
- 30.6. Where we have installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
- 30.7. This warranty is governed by English law and the English courts or by the law and the courts governing where your property is, if this is outside England or Wales.

31. BATTERY STORAGE MANUFACTURER'S WARRANTY

31.1. Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). We have the right to charge for any labour (at a reasonable industry standard price) associated with investigation, sourcing and replacing equipment that is replaced under a manufacturer's warranty.

31.2. Further information:

(a) Tesla Powerwall 2

Tesla Motors Netherlands B.V. warrants that:

- Your Powerwall will be free from defects for ten years following its initial installation date, and Your Powerwall will have an energy capacity of 13.5 kWh on its initial installation date and will retain 80% energy capacity (expressed as a % of 13.5 kWh rated capacity) at 10 years following initial installation date with unlimited cycles when used for:
- Solar Self Consumption (storing energy generated by an onsite solar array and using that stored solar energy for daily self-consumption),
- Time-Based Control (Storing energy generated by the grid or an onsite solar array and using that stored energy for time-of-use load shifting),
- Back-Up (storing energy generated by the grid or an onsite solar array, and using that stored energy as backup power).

(b) SolarEdge Energy Bank

SolarEdge warrants that your SolarEdge Energy Bank will be free from defects and retain 70% energy capacity at 10 years for ten years from the earlier of (i) the SolarEdge Energy Bank's installation date, as recorded by the SolarEdge Monitoring Portal; or (ii) 12 months from the date the SolarEdge Energy Bank is shipped from SolarEdge ("Warranty Period").

The Limited Warranty shall apply to:

- a buyer who has purchased the SolarEdge Energy Bank from SolarEdge or an authorized seller of SolarEdge for use within the continent where SolarEdge originally sold the SolarEdge Energy Bank, in accordance with its intended purpose and subject to the installation and use of the SolarEdge Energy Bank in compliance with applicable laws and regulations in the installation country.
- SolarEdge Energy Bank, which is connected to an approved SolarEdge Inverter and the SolarEdge Monitoring Platform for the entire duration of the Warranty Period.

- SolarEdge Energy Bank is used solely for standard solar use in one of the following modes: solar self-consumption, time of use, backup applications or SolarEdge-managed Grid Services.
- SolarEdge Energy Bank used, installed and handled in accordance with the provisions of the SolarEdge Energy Bank Data Sheet and the SolarEdge Energy Bank Installation Manual available on the SolarEdge website (jointly the "Documentation").

The Limited Warranty may be transferred from the buyer to any assignee and will remain in effect for the time period remaining under the foregoing warranties, provided that the SolarEdge Energy Bank is not moved from its original installed site or de-installed and reinstalled following its original installation.

The SolarEdge Energy Bank is to be installed in a location where the ambient temperature falls between 0°C to 40°C for no less than 95% of the warranty period.

- 31.3. If your particular battery or other product is not listed then please contact us and this information will be provided.
- 31.4. We will not be held not responsible for:
- (a) water ingress due to damaged casings;
 - (b) mechanical failure of parts; or
 - (c) frayed cables caused by animals, environmental factors or UV light.
- 31.5. Please note: any install that is moved, altered, serviced or updated without our knowledge results in a voided warranty.

32. ELECTRIC VEHICLE CHARGE POINT WORKMANSHIP WARRANTY

- 32.1. We warrant to you that the installation will be carried out by appropriately qualified and trained personnel. They will use a level of reasonable care and skill as it is reasonable for you to expect. The warranty period for the installation services shall be twelve months from completion of the installation services and covers the installation of the electric vehicle charge point only.
- 32.2. If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers, or refund to the customer the charge for the relevant part of the installation service (or a proportionate part of such charge).
- 32.3. This warranty will only apply:
- (a) if the product has been installed by us and has been properly used and maintained throughout the warranty period;
 - (b) if you have informed us of the alleged defect within the warranty period and within a reasonable period of discovery; and

- (c) if we have carried out an annual vehicle charge point maintenance check from year 1 onwards (within 365 days of the first commissioning date).
- 32.4. You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this warranty.
- 32.5. You will ensure that all premises, plant, power, fuel support services and other inputs that you provide for the installation and use of the products are reasonable, are fit for purpose and will be properly used and provided.
- 32.6. Where we have installed a system in a property that is sold within the warranty period the warranty will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.
- 32.7. This warranty is governed by English law and the English courts or by the law and the courts governing where your property is, if this is outside England or Wales.

33. ELECTRIC VEHICLE CHARGE POINT MANUFACTURER'S WARRANTY

- 33.1. Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). We have the right to charge for any labour (at a reasonable industry standard price) associated with investigation, sourcing and replacing equipment that is replaced under a manufacturer's warranty.
- 33.2. We will not be held not responsible for:
 - (a) Water ingress due to damaged casings
 - (b) Mechanical failure of parts
 - (c) Frayed cables caused by animals, environmental factors or UV light
 - (d) Poor wi-fi signal, GPRS or change of provider.
- 33.3. Please note: any install that is moved, altered, serviced or updated without our knowledge results in a voided warranty.

34. TERMS OF BUSINESS

- 34.1. These terms of business are incorporated into the Contract between you and us and supersede and replace any prior written or oral agreements, representations or understandings between us.
- 34.2. You confirm that you have not entered into any contract with us on the basis of any representation that has not been expressly recorded in the quotation and the Contract. Nothing in these terms of business excludes liability for fraud.

- 34.3. No variations or amendments to these terms of business shall be binding on us unless confirmed by us in writing.
- 34.4. Our quotations are based upon information provided to us by you or your agents or customers) including reasonable assumptions made from drawings and plans and surveys and we use the costs prevailing in the market as at the date of the quotation. Quotations are, therefore, given in good faith but are subject to amendment at any time by the Installer after acceptance of the quotation by you by reason of: –
- (a) changes to the scope of the project requested by you;;
 - (b) increases in the cost to us of bought in goods, services and subcontracted items;
 - (c) any delay or other default by you or your employees, agents or customers;
 - (d) increases in our overheads or expenses;
 - (e) any other circumstances beyond our reasonable control.
- 34.5. Where Quotations are subject to subsequent amendment to reflect increases that are reasonably ascertainable before those costs are incurred and further work is put in hand the Company will use reasonable endeavours to notify the Client in advance to seek written agreement.
- 34.6. Where Quotations are calculated based upon the amount of time anticipated to be spent on a Project by our staff "a day" means a period of [7] hours and this includes time spent travelling to and from the places where the Project is located. Where time exceeds a period of [7] hours that additional period will be charged by us pro rata. We will charge you for all materials and services supplied by us in relation to any Project including the cost of bought in goods, services and subcontracted items. We will make an additional overhead recovery charge at the rate of 15% of all expenses charged to you.
- 34.7. Value Added Tax shall, where applicable be charged on all fees and other amounts payable by you to us or to any third party whether or not included on Project Design Proposal, the Quotation or invoice.
- 34.8. Invoices rendered by us will be presented according to the timetable set out in the Project Design Proposal and unless stated otherwise on the Project Design Proposal shall be paid in full by you within 7 days of the invoice date. Invoices unpaid after 30 days will bear interest at the rate provided by the Late Payment of Commercial Debts (Interest) Act 1998 until the date when payment is received in full by us. We reserve the right to render interim invoices by prior arrangement with you and such interim invoices shall also carry interest as aforesaid.
- 34.9. We reserve to ourself all copyright and other rights of a like nature conferred in the UK or throughout the World in all concept designs, plans, drawings, sketches, models and other materials (hereinafter referred to as the "Designs") prepared by or on behalf of us relating to the Projects. We are entitled to claim authorship of all designs for which we are responsible.

34.10. Where we have agreed in the Project Design Proposal to supervise the implementation of any Project we will take all reasonable care in the selection of manufacturers, contractors and suppliers and in the checking of their work and materials. Where we are to provide only a consultancy service to you and you or any third party selects or appoints and deals with manufacturers, contractors and suppliers in relation to a Project, you and or the third party will have final responsibility for checking and approving the works and materials.

34.11.

- (a) You and we agree that any and all information disclosed and/or supplied by the one to the other which relates directly or indirectly to the work undertaken by us for you, including without limitation data, knowhow, designs, photographs, drawings, specifications, samples and any other material bearing or incorporating any information relating to a Project, will be kept and treated as confidential as between us and you.
- (b) Unless expressly provided for in the Project Design Proposal or necessary to comply with any applicable law neither we nor you shall at any time issue or make any public announcement or disclose any information regarding the contract(s) between us and you, the Projects, our services and/or the Project Design Proposal (including in particular, in any blog or social media) unless prior to such public announcement or disclosure a copy of such announcement or disclosure has first been approved by both us and you in writing.

34.12. Any materials or goods supplied by you to us for use in the Project shall at all times when under the control of us or our representatives or agents be at your risk. We will take reasonable care but will not accept liability for any loss or damage thereto.

34.13.

- (a) We warrant that when performing its services including when selecting and supplying materials or goods for use in the Project we will use such reasonable care and skill as is generally accepted within the industry in which we operate at the time of performance. If we perform our services negligently or are materially in breach of our obligations then, if requested by you, we will re-perform the relevant part of the services subject to clauses 34.13(c) and (d). Your request must be made within [6] months of completion of the Project or termination of this agreement if earlier.
- (b) We provide no warranty that any result or objective can or will be achieved or attained at all or by a certain date whether stated in the Project Design Proposal or elsewhere. All warranties, conditions, terms and representations (including any warranties and conditions as to quality or fitness for any particular purpose) relating to designs or services supplied by us or any outside contractor or agent provided by us whether express or implied by statute, common law or otherwise are

hereby excluded so far as permitted by law unless confirmed by us in writing.

- (c) Except in the case of death or personal injury caused by our negligence, the liability of us to you whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the sum payable by you to us specified in the Project Design Proposal. The provision of this Clause 34.13(c) shall not apply to Clause 34.13(e).
- (d) Neither party shall be liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provision of this Clause 34.13(c) shall not apply to Clause 34.13(e).
- (e) You shall indemnify us and hold us harmless from and against all claims and losses arising from loss, damage, liability, injury to us or our employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to you by us, our employees or consultants, or supplied to us by you within or without the scope of the Project. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

34.14.

- (a) You acknowledge and agree that for us to be able to provide our services you shall co-operate with us as we reasonably require and provide to us such information and documentation as we reasonably requires and will make available to us the facilities, resources, working space and staff as specified in the Project Design Proposal and/or as we reasonably requires from time-to-time; and shall instruct your staff and agents to co-operate and assist us.
- (b) If you are at any time in material breach of any of your obligations to us or if you substantially alters any Project during its continuance, we may give notice in writing to you terminating and cancelling forthwith any commitments made to you. In the event of such breach or termination, you shall forthwith pay us all fees and expenses incurred on the Project to the date of termination or cancellation.
- (c) In the event of any Project being cancelled or terminated by you prior to its completion, you shall forthwith pay to us all fees, expenses, bought in goods, services, and any subcontracted items incurred on the Project up to the date of cancellation or termination.

- (d) Where you cancel the Project before completion, you shall not be entitled to acquire the copyright or any other rights of a like nature in or make use of or exploit in any way work carried out by us or any ideas, information, or other matters made known to you by us.
- 34.15. We will give immediate notice in writing to you of any circumstances outside our reasonable control which make it impractical for us to carry out an agreed Project. We reserve the right in such circumstances to regard ourselves as wholly or partially released from our obligations towards you in respect of the said Project but shall be entitled to resume provision of the services in respect of the said Project as and when it is reasonably able to do so. You shall not be discharged from your obligations to us by reason of any matters contained in this Clause 34.15 without our approval in writing.
- 34.16. Any notice to be given under these terms and conditions shall be in writing and may be delivered by hand or sent by recorded delivery post, or by email and in the case of a notice by us may be addressed to you at your last known or usual address and in the case of a notice by you may be addressed to us at our registered office address. Any such notice sent by recorded delivery post shall be deemed to have been duly served on the second working day after the date of posting and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, prepaid and posted. A notice served by hand or email shall be deemed to have been received by the party to whom it was made upon giving the notice or upon successful transmission of the relevant communication.
- 34.17. These conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England and Wales whose courts shall have non-exclusive jurisdiction in the event of any dispute arising out of or in connection with any contract made between us and you
- 34.18. You may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under these terms and conditions without our prior written agreement. For the purposes of the Contracts (Rights of Third Parties) Act 1999 these terms and conditions are not intended to, and do not, give any person who is not a named party to a contract between us and you any right to enforce any of its provisions.