

**The terms and conditions established by Solar Technology International Ltd are believed to be fair and equitable and conform to current commercial and legal requirements. By submitting an order to Solar Technology International Ltd, you are deemed to have accepted these terms and conditions in full. Any alternative or additional terms proposed by you shall not apply unless expressly agreed to in writing by a duly authorised director of Solar Technology International Ltd. No changes or additions to these terms shall be considered valid merely because we acknowledge or accept a purchase order that includes different or additional terms. Any changes or additions must specifically refer to this document and be signed by a duly authorised director of Solar Technology International Ltd.**

#### **1. PRICE**

Unless otherwise stated, all product prices are exclusive of VAT and any other applicable sales taxes, which will be added at the appropriate rate. The applicable price shall be the one shown on the order form or in the current Solar Technology International Ltd price list at the time the order is placed. Solar Technology International Ltd reserves the right to increase the price after an order has been submitted if there are cost increases beyond its control, such as changes in currency exchange rates or raw material prices. Future pricing may be adjusted at any time and will take effect immediately. Solar Technology International Ltd also reserves the right, at its sole discretion and without prior notice, to suspend or permanently discontinue the sale of any product, package size, or product specification.

#### **2. PAYMENT**

Unless otherwise agreed in writing, payment for the products must be made in pounds sterling. Where the Company has granted and notified the Customer of a credit facility, payment must be made within 30 days from the date of invoice issued by Solar Technology International Ltd, in accordance with Section 19 of these Terms and Conditions. In all other cases, payment shall be made on a pro forma basis prior to despatch of the goods. Orders will be delivered carriage paid, provided that minimum order requirements are met. Solar Technology International Ltd reserves the right to charge interest on overdue accounts at a rate of 8% per annum above the Bank of England base rate.

#### **3. DELIVERY**

Unless otherwise agreed in writing, delivery of products within the United Kingdom shall be made in accordance with the delivery terms (including applicable charges) stated on the order form in effect as of the invoice date. Products will be delivered to the address specified in the Customer's order, either by Solar Technology International Ltd or by a third-party carrier appointed by Solar Technology International Ltd, using a method of transportation deemed suitable at Solar Technology International Ltd's sole discretion. The company reserves the right to deliver orders in instalments or ahead of the agreed delivery date.

If the Customer refuses or fails to accept delivery on the scheduled date, Solar Technology International Ltd may, at its discretion, arrange storage of the products at the Customer's risk and expense. The Customer shall be responsible for all associated storage and any additional delivery costs.

In cases where Solar Technology International Ltd is unable, for any reason, to meet the full demand for a particular product, or if there is a product shortage, the company may allocate available stock among its customers, including its divisions, subsidiaries, and affiliated entities, in a manner it considers fair and practical. Solar Technology International Ltd shall not be held liable for any failure to supply as a result.

The Customer must inspect all products immediately upon delivery. Any damage, loss, or short delivery must be recorded on the consignment note and reported to both Solar Technology International Ltd and the carrier within five (5) days of receipt. If the Customer signs the consignment note without noting such issues, Solar Technology International Ltd shall be released from all liability for damage, loss, or short delivery.

#### **4. RISK**

The risk of loss or damage to the products shall transfer to the Customer upon delivery to the address specified in the Customer's order.

#### **5. TITLE**

Solar Technology International Ltd retains full ownership and legal title of the products until all payments due for the products supplied to the Customer have been made in full. If any payment received from the Customer is not clearly identified as relating to a specific invoice, Solar Technology International Ltd reserves the right to apply such payment to any outstanding invoice at its discretion.

Until full payment is received, the Customer acts as a bailee of the products on behalf of Solar Technology International Ltd. The products must be clearly marked and identifiable as the property of Solar Technology International Ltd.

Solar Technology International Ltd grants the Customer a licence to sell the products as its agent and bailee, provided that the products remain the property of Solar Technology International Ltd.

If the Customer fails to make payment when due, or if the Customer becomes insolvent, enters into liquidation, administration, bankruptcy, or takes any similar action related to debt, or if Solar Technology International Ltd reasonably believes any of these events are likely to occur, Solar Technology International Ltd shall have the right, without limiting any other remedies, to:

(a) enter the Customer's premises without prior notice to repossess and dispose of any products owned by Solar Technology International Ltd to recover any amounts owed by the Customer under this or any other contract.

(b) require the Customer to refrain from selling or disposing of any products owned by Solar Technology International Ltd until all outstanding sums have been paid in full; and

(c) suspend or cancel any outstanding orders, withhold delivery of undelivered products, and stop the shipment of any products in transit to the Customer.

#### **6. SPECIFICATIONS**

All drawings, photographs, illustrations, weights, and other technical details provided by Solar Technology International Ltd are given in good faith and are believed to be as accurate as reasonably possible. However, unless expressly stated otherwise in writing, these details are for guidance only and shall not be considered binding or form part of the contract between Solar Technology International Ltd and the Customer.

#### **7. WARRANTIES**

Solar Technology International Ltd warrants that the products supplied are free from defects in materials and workmanship and are suitable for the purpose stated on the product labels. The company also warrants that it holds good and clear title to the products and that they will be delivered free from any lawful security interest, lien, or encumbrance.

If, within the warranty period starting from the date the products are delivered to the Customer, the products are found to be defective in materials or workmanship, or unfit for the purpose described on the labels, Solar Technology International Ltd will, at

its discretion, either issue a partial refund or replace the defective products free of charge, provided that: (a) The Customer inspects the products thoroughly immediately upon delivery; (b) The Customer promptly notifies Solar Technology International Ltd of any defects discovered; (c) The products have been stored and used in accordance with any instructions or recommendations provided by Solar Technology International Ltd; (d) The defective products are made available for inspection by Solar Technology International Ltd or returned to Solar Technology International Ltd at the Customer's expense, as requested by the company; (e) The Customer has fulfilled all payment obligations under the contract.

Under no circumstances will Solar Technology International Ltd's liability for any breach of warranty exceed the price paid for the affected products. Except as explicitly stated in these conditions, all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, are excluded to the fullest extent permitted by law.

#### **8. FORCE MAJEURE**

Solar Technology International Ltd shall not be held liable for any delay in performance or failure to perform its obligations under the contract if such delay or failure is caused by circumstances beyond its reasonable control. These circumstances may include, but are not limited to, acts of God, fire, flood, war, government actions or restrictions, accidents, labour disputes, or the inability to obtain necessary materials, equipment, or transportation.

#### **9. DAMAGES**

Solar Technology International Ltd shall not, under any circumstances be liable or held responsible in any way for indirect, special or consequential loss or damage arising from the sale of its products or from any advice or information provided in connection with them. Nothing in these terms shall be interpreted as excluding or limiting Solar Technology International Ltd's liability where such exclusion or limitation is prohibited by law, including liability for: (a) death or personal injury caused by negligence, where such liability cannot legally be excluded; or

(b) damage or injury caused by a defective product under the Consumer Protection Act 1987. Where the products are sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008), the Customer's statutory rights shall remain unaffected.

#### **10. ASSIGNABILITY**

The rights and duties under this Agreement may not be transferred, assigned, or subcontracted by the Customer without the prior written consent of Solar Technology International Ltd.

#### **11. TERMINATION**

The sale does not in any way grant any distributorship or franchise rights to purchaser. The Buyer -and-Seller relationship between the parties may be cancelled by either party at any time.

#### **12. PROPRIETARY RIGHTS**

The sale of products by Solar Technology International Ltd does not grant the Customer any rights or licences to use, reproduce, or otherwise exploit any intellectual property rights associated with or relating to the products. All such rights remain the sole property of Solar Technology International Ltd or its licensors.

#### **13. WAIVER**

The failure of Solar Technology International Ltd to enforce or insist upon strict compliance with any term or condition of this contract shall not be considered a waiver of that term or condition. This shall not affect the Solar Technology Ltd's right to enforce such provisions at a later time.

#### **14. SERVERABILITY**

If any term or condition of this contract is found to be invalid, ineffective, or unenforceable, such invalidity, ineffectiveness, or unenforceability shall not affect the validity or enforceability of the remaining terms and conditions, all of which shall remain in full force and effect.

#### **15. GOVERNING LAW**

This contract, including its formation, validity, and performance, shall be governed by and construed in accordance with the laws of England and Wales. By entering into this contract, both parties agree to submit to the exclusive jurisdiction of the English courts.

#### **16. RETURNS POLICY**

Non-defective goods may only be returned with our written agreement and may be subject to a restocking fee. Returned goods must be unused, in original packaging, and in resaleable condition.

#### **17. ORDER CANCELLATION**

Orders cannot be cancelled or amended without our written consent. We reserve the right to charge for costs already incurred.

#### **18. CONFIDENTIALITY**

Both parties agree to keep all non-public commercial or technical information confidential and not to disclose it without prior written consent, except as required by law.

#### **19. CREDIT TERMS**

If we approve your application for a credit account, payment terms are 30 days from the invoice date unless otherwise agreed. Failure to adhere to these terms may result in the withdrawal of the credit facility.

##### **Credit Approval**

Credit facilities may be offered to Customers at the sole discretion of Solar Technology International Ltd, subject to a satisfactory credit check and any other conditions deemed appropriate by the Company.

##### **Credit Limits**

Solar Technology International Ltd reserves the right to set and amend credit limits for each Customer at any time without notice. The Company may suspend deliveries or withhold further supply of goods if the Customer exceeds their credit limit or fails to make payment by the due date.

##### **Late Payment**

If payment is not received by the due date, Solar Technology International Ltd reserves the right to: (a) Charge interest on the overdue amount at a rate of 8% per annum above the Bank of England base rate, (b) Suspend or cancel any outstanding or future deliveries; (c) Revoke any previously agreed credit terms and require advance payment for future orders; (c) Recover from the Customer all reasonable costs incurred in the collection of overdue debts, including legal fees.

##### **Disputed Amounts**

The Customer must notify Solar Technology International Ltd in writing of any disputed amount within 5 working days of receiving the invoice. The undisputed portion must still be paid in accordance with the agreed terms.

##### **Withdrawal of Credit**

Solar Technology International Ltd reserves the right to withdraw or revise credit facilities at any time and without notice, particularly in

the event of: (a) Late payment; (b) A significant change in the Customer's financial circumstances; (c) Insolvency or legal proceedings affecting the Customer; (d) A breach of these Terms and Conditions.