

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. Accordingly, acceptance of Customer's orders is expressly made conditional on Customers; assent to these terms and conditions, and all other terms and conditions are excluded. No modification or addition hereto shall be affected by acknowledgement or acceptance of purchase orders containing additional or differing 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, the price of the products shall be exclusive of VAT or any other applicable sales tax which shall be added to the price at the applicable rate and shall be subject to the price indicated on the order form or the Solar Technology International Ltd price list at the time of order. Solar Technology International Ltd reserve the right to increase the price after an order is placed due to increased costs beyond its control such as currency fluctuations or raw material costs. Solar Technology International Ltd may adjust its future prices at any time effective immediately. In its sole discretion. Solar Technology International Ltd reserve the right to discontinue, for a time or permanently, its sale of any products, particular package sizes or all product specifications without prior notice to the Customer.

2. PAYMENT

Unless otherwise agreed in writing, the Customer shall make payment for the products in pounds sterling on or before the last day of the month following the date of Solar Technology International Ltd invoice. All orders are accepted carrier paid provided minimum order requirements are met. Solar Technology International Ltd reserves the right to change interest at the rate of 8% per annum over base rate on overdue accounts.

3. DELIVERY

Unless otherwise agreed, delivery of the products within the UK will be shipped according to the terms set out on the order form (including costs) in force at the date of invoice to the address specified in the Customers order either by Solar Technology International Ltd or any third-party carrier nominated by Solar Technology International Ltd and by any method of transportation regarded as suitable by Solar Technology International Ltd at its sole discretion. Solar Technology International Ltd reserve the right to deliver an order early or in parts.

If the Customer refuses or fails to take delivery of the products on the date of delivery. Solar Technology International Ltd shall be entitled at its discretion to store the products at the risk of the Customer and the Customer shall pay all costs and expenses of such storage and any additional cost of carriage. In the event of inability for any reason to supply the total demands of Customer for the products specified herein, or in the event of product shortages, Solar Technology International Ltd may distribute its available supply among any or all of its customers, as well as divisions, subsidiaries and affiliated corporations of Solar Technology International Ltd on such basis as it may deem practical, without liability for any failure of performance which may result therefrom.

All products must be inspected by the Customer immediately on delivery. If any products are damaged or lost or if there has been short delivery, the Customer must endorse the consignment note accordingly and notify Solar Technology International Ltd and the carrier within 5 days of delivery of the products. The Customer's signature on the consignment note without any such endorsement shall release Solar Technology International Ltd from any liability in respect of damage to or loss of the products in transit or short delivery.

4. RISK

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

5. TITLE

Solar Technology International Ltd shall retain title to and ownership of the products until it has received payment in full of all sums due for all products supplied to the Customer. If payments received from the Customer are not stated to refer to a particular invoice, Solar Technology International Ltd may appropriate such payments to any outstanding invoice. Until payment of the purchase price in respect of any products, the Customer shall be bailee of such products for Solar Technology International Ltd and such products shall be stored separately from any other products belonging to the Customer or any third party and shall be clearly marked and identifiable as being Solar Technology International Ltd property.

Solar Technology International Ltd hereby licences the Customer to sell, as Solar Technology International Ltd agent and bailee, products which belong to Solar Technology International Ltd. All monies received from any such sale shall be held on trust to settle any sums due in respect thereof to Solar Technology International Ltd and pay any balance to the Customer. Such monies shall be placed to the credit of a separate fiduciary bank account which shall not be permitted to become overdrawn and the monies in which shall not be released to the Customer until payment for the products has been made.

If the Customer fails to make any payment to Solar Technology International Ltd when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against it or, being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or any part of its assets or takes any similar action in consequence of debt or becomes insolvent or if Solar Technology International Ltd has reasonable cause to believe that any of these events is likely to occur. Solar Technology International Ltd shall have the right, without prejudice to any other remedies: (a) to enter without prior notice any premises where products owned by Solar Technology International Ltd may be and to repossess and dispose of any products owned by it so as to discharge any sums owed to Solar Technology International Ltd by the Customer under this or any other contract; (b) to require the Customer not to re-sell or part with possession of any products owned by Solar Technology International Ltd until the Customer has paid in full all sums owed to Solar Technology International Ltd under this earlier contract; and (c) to suspend or cancel any uncompleted part of the contract and withhold delivery of any undelivered products and stop any products in transit to the Customer.

6. SPECIFICATIONS

All drawings, photographs, illustrations, weights and other technical information and particulars of the products are given by Solar Technology International Ltd in the belief that they are as accurate as reasonably possible but are not, unless expressly stated otherwise, to be treated by the Customer as binding or as forming part of the contract.

7. WARRANTIES

Solar Technology International Ltd warrants that products supplied hereunder are free from defects in materials and workmanship and fit for the purpose described on the products' labels and that it conveys, and good and clear title and the products shall be delivered, free from any lawful security interest, lien or encumbrance.

If, within a period of 3 months from the date of delivery of the products to the Customer, it appears that the products are defective in materials and/or workmanship and/or unfit for the purpose described in the product' labels. Solar Technology International Ltd will, at its option, refund the purchase price or replace free of charge such products provided: (a) the Customer makes a full inspection of the products immediately upon delivery; (b) the Customer notifies Solar Technology International Ltd forthwith of any defects which it discovers; (c) the products have been properly stored and used in accordance with any instructions or recommendation given by Solar Technology International Ltd; (d) the products are either made available to Solar Technology International Ltd for inspection or returned to Solar Technology International Ltd at the Customer's own expense, as Solar Technology International Ltd may request; and (e) the Customer has complied with its payment obligations under the contract.

IN NO CIRCUMSTANCES SHALL SOLAR TECHNOLOGY INTERNATIONAL LTD LIABILITY TO THE CUSTOMER FOR ANY BREACH OF WARRANTY EXCEED THE PRICE PAID FOR THE PRODUCTS WITH RESPECT TO WHICH THE CLAIM IS MADE. EXCEPT AS PROVIDED FOR IN THESE CONDITIONS, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER KIND. IN PARTICULAR, ALL CONDITIONS AND WARRANTIES WHICH WOULD OTHERWISE BY STATUTE OR UNDER THE COMMON LAW ARE HEREBY EXCLUDED.

8. FORCE MAJEURE

No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the control of Solar Technology International Ltd, including but not limited to, acts of GOD, fire, flood, war, government action, accident, labour trouble or inability to obtain material, equipment or transportation.

9. DAMAGES

Solar Technology International Ltd shall not under any circumstances be liable or in any way held responsible for any special, indirect or consequential damages arising out of products sold or information and advice provided. Notwithstanding the above Solar Technology International Ltd shall be liable for: (a) loss arising from death or personal injury resulting from the proven negligence of Solar Technology International Ltd; and (b) damage to a person caused by the products being defective under the Consumer Protection Act 1987; and providing always that where the products are sold to the Customer under a consumer transaction (as defined by the Consumer Transactions Restrictions on Statements) Order 1976), the statutory rights of the Customer shall not be affected by these conditions.

10. ASSIGNABILITY

The rights and duties under this Agreement are not assignable without Solar Technology International Ltd prior written consent.

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 the products by Solar Technology International Ltd to the Customer does not confer any right or license upon the Customer to use or exploit in any way any intellectual property rights subsisting in or relating to the product of which Solar Technology International Ltd is the proprietor or who which Solar Technology International Ltd is otherwise entitled.

13. WAIVER

The failure of Solar Technology International Ltd to insist upon the strict performance of any of the terms and conditions of the contract shall not be construed as a waiver of any such term or condition and shall in no way affect Solar Technology International Ltd right to enforce such provision later.

14. SEVERABILITY

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

15. GOVERNING LAW

The construction, validity and performance of the contract shall be governed by English law and by entering into the contract the parties submit the jurisdiction of the English courts.