

Business to Consumer

Terms of Sale on Solartechnology.co.uk

Introduction

Welcome to Solartechnology.co.uk. This agreement sets out the Terms and Conditions (the "Terms") that govern the sale of goods from us to you.

By accessing or using our website, placing an order for goods, or otherwise using our services, you agree to be legally bound by these Terms and Conditions. If you do not agree to all these Terms, you must not use or access this website or any of the services provided.

General Terms and Conditions

This site is owned and operated by Solar Technology International Ltd (referred to herein as "we," "us," or "our"). Our registered address is Unit 6, Station Drive, Bredon GL20 7HH. If you have any queries about these Terms and Conditions, or if you have any comments or complaints about our website or services, you can contact us using the details below:

Email: hello@solartechnology.co.uk Telephone: 01684 774000

1. Pre-contract information

In compliance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, we ensure that the following essential information is provided to you before you place your order:

- The main characteristics of the goods (found in the product description on the relevant product page).
- Our identity and contact details
- The total price including taxes and delivery charges (displayed at the checkout page).
- Arrangements for payment, delivery, and performance (detailed in the Delivery and Payment sections of these Terms).
- Your statutory cancellation rights (detailed in our Cancellation and Returns policy). This information forms an essential and binding part of your contract with us.

2. The contract between us

The legally binding contract for the sale of goods is formed as follows:

- Offer: We must receive payment of the whole price for the goods that you order before your order can be accepted. Your payment of the price for the goods represents an offer on your part to purchase the goods.
- **Acceptance:** We will only accept this offer when the goods you ordered are dispatched from our warehouse.
- **Formation:** Only at the point of dispatch is a legally binding contract created between us.



3. Acknowledgement of your order

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us. Acceptance occurs only when we send a dispatch confirmation email.

4. Ownership of rights

All rights, including copyright, trademarks, and all other intellectual property rights, in this website and its contents are owned by or licensed to Solar Technology International Ltd. Any use of this website or its contents, including copying or storing it in whole or part, is strictly prohibited unless explicitly authorised by us. You may download or print content from the site only for your own personal, non-commercial use. You must not modify, distribute, transmit, or repost any material from this website for any public or commercial purpose without our express written permission.

5. Accuracy of content and pricing

We take all reasonable care to ensure that the content of this website is accurate and current. We aim to ensure that prices quoted are correct at the time of publishing and that all goods are accurately described.

However, we must make it clear that orders will only be processed and accepted if there are no material errors in the description of the goods or their prices as advertised on this website. Please note the following:

- Any weights, dimensions, and capacities given about the goods are approximate only and provided for general guidance.
- We reserve the right to correct any errors or omissions and to update information, prices, and product descriptions at any time without prior notice.

6. Limitation of liability for website use

We take reasonable steps to ensure that this website is secure and free from viruses or defects. However, we cannot guarantee that your use of this website, or any external websites accessible through it, will not cause damage to your computer or other devices. It remains your responsibility to ensure that you have the appropriate equipment and security measures (such as anti-virus software) in place to safely use this website. Except in the case of negligence on our part (as determined by law), we will not be liable to any person for any loss or damage that may arise to computer equipment or data as a result of using this website.

7. Availability

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.



8. Ordering errors

You are able to review and correct any errors in your order before the final submission. The opportunity to correct errors remains available up to the point where you click the "Submit" or "Confirm Order" button (or equivalent) during the online checkout process. Once the order has been submitted, the opportunity for correction via the website is closed.

9. Price

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information. Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

We do not use or incentivise fake consumer reviews, nor omit mandatory charges in advertised prices. If we display any promotional prices or discounts, these will comply with applicable laws and accurately reflect previous selling prices.

10. Payment terms

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

11. Delivery and delivery charges

11.1 Delivery charges

Delivery charges vary according to the type of goods ordered and the destination/delivery point. Our delivery charges are set out either at the end of each product page or will be calculated and clearly displayed at the checkout page before you submit your order. You will be required to pay extra for delivery if your order is under £50, and please note that it might not be possible for us to deliver to all locations.

11.2 Delivery locations

Our standard delivery service is restricted to addresses located within **Mainland United Kingdom** only. For all other locations, including (but not limited to) the Highlands, UK Islands, and Northern Ireland, you must contact us directly *before* placing an order. We will then provide a custom quotation for shipping and confirm the feasibility of the delivery. **Please note:** Deliveries to addresses outside of Mainland United Kingdom are not guaranteed and are subject to a supplemental shipping charge.



11.3 Delivery address and instructions

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate.

We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence).

11.4 Delivery times

We will aim to deliver the goods by any date quoted for delivery. However, delivery times are not guaranteed and are an estimate only.

In any event, we will aim to deliver your goods within 30 days from the day after the day we received your order. If delivery is delayed beyond this 30-day period, we will contact you immediately and either:

- Agree on a mutually acceptable alternative delivery date.
- Offer you a full refund.

12. Risk and ownership

You will become the legal owner of the goods you have ordered when they have been delivered to you. Once the goods have been delivered to you, they will be held at your own risk, and we will not be liable for their subsequent loss, damage or destruction.

13. Cancellation rights

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134 you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items).

You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. Should you wish to cancel your order, you can notify us by email, phone or any other clear statement.

You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order).

- If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you, and you must send the goods back to us at our contact address at your own cost (unless the goods are faulty or we have agreed otherwise) and risk as soon as possible.
- Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days. Refunds will only be issued if the returned goods are received in a resalable condition. The



refund will include the standard delivery cost, as required by law. Refunds will be made using the same means of payment used for the original transaction.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using the goods beyond what is necessary to inspect them).

14. Cancellation by us

We reserve the right not to process your order if:

- We have insufficient stock to deliver the goods you have ordered;
- We do not deliver to your area; or
- One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

15. If there is a problem with the goods

If you have any questions or complaints about the goods, please contact us (Unit 6 Station Drive, Bredon GL20 7HH, 01684 774000, orders@solartechnology.co.uk).

If goods are faulty or misdescribed, you have the right to reject the goods for a full refund within 30 days of delivery to you. After 30 days, you are primarily entitled to a repair or replacement. If a repair or replacement is impossible, disproportionate, or fails, you are then entitled to a price reduction or a final right to reject for a full or partial refund.

If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or allow us to collect them from you. We will pay the cost of postage or collection.

16. Liability

Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than rearrange delivery (in accordance with clause 11), we will provide you with a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these Terms and Conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these Terms and Conditions by anything you (or anyone acting with your express or implied authority) does or fails to do or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to lost data, lost profits, lost revenues or business interruption.



You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The import or export of certain goods to your location may be prohibited under applicable national laws and regulations. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence. You have certain rights as a consumer including legal rights relating to faulty and/or misdescribed goods (Consumer Rights Act 2015). Nothing in these terms affects your statutory rights, which cannot be limited by contract.

17. Notices

Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our contact address at (Unit 6, Station Drive, Bredon GL20 7HH) or by emailing us at hellow.solartechnology.co.uk. All notices from us to you will be displayed on our website from time to time. Notices sent by email are considered received the day after they are sent, unless a delivery failure message is received.

18. Changes to legal notices

We reserve the right to change these Terms and Conditions. The 'Effective Date' of the latest version will be indicated at the beginning of this document. You should review these terms periodically to ensure you are aware of any changes. Any changes will not affect contracts that have already been accepted unless agreed with you in writing.

19. Law, jurisdiction and language

This website, any content contained therein, and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

20. Enforceability

If any part of these Terms and Conditions is found to be unenforceable or invalid (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

21. Privacy

You acknowledge and agree to be bound by the terms of our privacy policy. We will only use your personal data as set out in our Privacy Policy, which complies with UK GDPR and the Data Protection Act 2018.



22. Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

23. Guarantees and warranty

Some goods may come with a manufacturer's warranty. This is in addition to your legal rights under the Consumer Rights Act 2015. If you have any issues with guaranteed goods, please contact us using the details in Clause 17.

24. Digital or firmware updates

Certain goods may contain software or firmware which may be updated after delivery. We will provide instructions and assistance where necessary, but updates are optional unless required to maintain the functionality or safety of the goods

25. Warranty claims

If you believe the goods you received are faulty or damaged, please contact us as soon as possible at hello@solartechnology.co.uk or call 01684 774000.

To expedite your claim, please provide the following details:

- Your order number or proof of purchase;
- A description of the fault;
- Any relevant photos or evidence of the issue.

We will confirm the next steps and, where necessary, provide instructions for returning the goods. You are entitled to a repair, replacement, price reduction, or refund in accordance with your statutory rights under the Consumer Rights Act 2015.

Repairs or replacements will be carried out within a reasonable time and without causing you significant inconvenience.

26. Alternative Dispute Resolution (ADR)

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may wish to speak with <u>Citizens Advice</u> for further information.