

Your contract

1. Your contract is with Solar Century Holdings Limited (referred to as “Solarcentury”, “us” or “the company”) for the Services described in the Proposal.
2. Our Proposal and these terms constitute the entire agreement between you and Solarcentury. They prevail over any inconsistent terms and conditions contained or referred to in the Client’s acceptance of order or otherwise. No variations shall be valid unless confirmed in writing by us. Special terms, if any, shall be specified in the Proposal. In the event of any ambiguity in interpreting the Proposal with these terms and conditions these terms will prevail.
3. The following words and expressions have the following meanings:

“Client”: the individual or organisation to whom the Proposal is addressed;

“Goods”: all items supplied as part of the Services including all PV system components;

“Proposal”: the documents issued by Solarcentury defining the services to be provided and the price payable for the services;

“Price”: the price specified in the Proposal or subsequently agreed between the parties;

“Services”: the services described in the Proposal;

“Solarcentury” means Solar Century Holdings Limited (registered company number 357035) whose registered office is at 50 Great Sutton St, London EC1V 0DF.

Price and Payment

4. The Price and payment schedule are stated in the Proposal. All figures exclude VAT unless otherwise stated. Our payment terms are 14 days. On amounts due but not paid we reserve the right to charge interest at the statutory rate or 8 per cent per year above the base rate of Lloyds TSB Bank plc.
5. We reserve the right to revise our Price if circumstances arise which will increase our costs. We will only incur these costs with your permission but work will not proceed until additional work and costs have been agreed.
6. No discounts on the Price or retentions of payment shall be made unless specifically agreed before an order is placed with Solarcentury otherwise none shall apply.

Scope of Work

7. The Services to be provided by Solarcentury are defined in the Proposal.
8. No materials will be ordered or allocated for the Services until an order is placed with Solarcentury. We shall not be liable for any delay in any programme caused by the Client’s failure to place a confirmed order sufficiently early.
9. The Proposal is based on facts known at the time of its preparation including information supplied by the Client.

Subsequent information and/or changes in circumstances may mean that the services need to be redefined.

10. An equitable adjustment shall be made to the Price and / or the programme if any change to the project causes a significant change in the Services, costs or the time for delivery of the Services.
11. Our contract with you does not cover changes to your electricity metering arrangements or any authorisations for the installation of our system on your property. You are responsible for making these arrangements, obtaining these authorisations and for paying any associated charges. We accept no liability whatsoever for unauthorised use of a grid connected electricity generating system or any delays to your programme caused by changes to your electricity metering.

Time

12. The estimated time for delivery of the Services is stated in the Proposal. The Client shall allow at least 12 weeks between placing an order and delivery of the Goods to site. Unless otherwise agreed time shall not be of the essence.

Risk & Property

13. Unless otherwise agreed, risk in all Goods passes on delivery to site and the Client will be responsible for off-loading and secure storage of the Goods.
14. Notwithstanding delivery and passing of risk, the Goods remain the property of Solarcentury until the Buyer pays to Solarcentury the agreed price for the Goods (together with any accrued interest) and no other sums whatever shall be due from the Buyer to Solarcentury. If full payment is not received within a reasonable time we reserve the right to remove the Goods and you give us permission to enter your property to do so.
15. Any property of the Client in Solarcentury’s possession or under its control and all property supplied to Solarcentury by or on behalf of the Buyer is held at the Buyer’s risk.

Health & Safety

16. The Client and Solarcentury both agree to comply in all respects with all provisions of section 6 of the Health and Safety at Work Act 1974 during performance of the Services.

Liability & Indemnity

17. Solarcentury warrants that the Services shall be performed with reasonable skill care and diligence in accordance with accepted professional standards and practices current at the time of delivery of the Services and that the Services shall conform to the contract specifications.
18. We will not enter into any collateral warranty unless the Client has advised us prior to the commencement of delivery of the Services a collateral warranty will be required. Sufficient time shall be allowed for negotiating any warranty.
19. All warranties other than the above whether express or implied including without limitation warranties of fitness for purpose are expressly excluded.
20. Solarcentury shall not be liable to the Buyer for:

- (a) defects in the Goods caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or any act, neglect or default of the Client;
 - (b) other defects in the Goods;
 - (c) any costs incurred or losses suffered as a result of incorrect installation of the Goods by the Buyer in particular on supply only contracts.
21. If we accept liability under these conditions our only obligation shall be at our option:
- (a) to make good any shortage or non-delivery;
 - (b) to replace or repair any Goods found to be damaged or defective;
 - (c) to re-perform any part of the Services;
 - (d) to refund to the Client the amount paid by the Client for the Goods which are the subject of a claim.
22. Solarcentury shall not be liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without Solarcentury's prior written approval. The Client shall indemnify Solarcentury against each loss, liability, and cost arising out of such claims.
23. Solarcentury's aggregate liability to the Client, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the Price of the Services as determined by the net price invoiced to the Client in respect of any occurrence or series of occurrences.
24. Solarcentury shall not be liable to the Client for:
- (a) any loss, damage or injury, direct or indirect, resulting from defects in design, materials or workmanship or otherwise caused howsoever arising (and whether or not caused by the negligence of Solarcentury, its employees or agents) other than liability for death or personal injury resulting from Solarcentury's negligence;
 - (b) any indirect or consequential loss or expenses suffered by the Client, howsoever caused, and including, without limitation, loss of anticipated profits, goodwill reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
25. Solarcentury's prices are determined on the basis of the limits of liability set out in these conditions. The Client may by written notice to Solarcentury request Solarcentury to agree a higher limit of liability provided insurance cover can be obtained for such higher limit. Solarcentury shall effect insurance up to such limit and the Client shall pay on demand the amount of the premiums. The Client shall disclose such information as the insurers shall require and in no case shall the Buyer be entitled to recover from Solarcentury more than the amount received from the insurers.

Intellectual Property rights

- 25.1 For the purposes of these terms "Intellectual Property" means any patent, rights to inventions, utility model, registered design, copyright and related right, database

right, design right, topography right, trade mark, service mark, trade, business and domain name, right in goodwill or to sue for passing off, unfair competition right, right in computer software, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection whatsoever in any part of the world

- 25.2 Any and all of the Intellectual Property in the drawings, concepts or other materials that Solarcentury may provide to Seller in connection with the Contract shall remain the exclusive property of Solarcentury and the Seller shall not during or at any time after the expiry or termination of the contract in any way question or dispute the ownership of any such rights of Solarcentury.
- 25.3 You agree that any new Intellectual Property that arises in connection with the contract, or products belonging to Solarcentury, shall be owned absolutely by Solarcentury. Seller hereby assigns to Solarcentury with full title and guarantees all rights in and to any such new Intellectual Property for the full duration of such rights, wherever in the world enforceable, and shall procure such an assignment from any employee, consultant or any other party who is involved with the contract. You agree to execute (or procure that the employee, consultant or any other party it shall involve with the contract executes) all documents and assignments and do all such things as may be necessary to perfect Solarcentury's title to the new Intellectual Property or to register Solarcentury as owner of all registrable rights
- 25.4 Copyright in all outputs generated by Solarcentury in connection with the Services (such as drawings and reports) shall remain vested in Solarcentury but the Client shall have a licence to copy and use such outputs for any purpose solely related to the project for which the Services are performed. Solarcentury shall not be liable for any use by the Client of any of the outputs for any purpose other than that for which the same were prepared and provided.

Non-solicitation

26. Neither party shall recruit or engage directly or indirectly whether as an employee or as a contractor or through any third party any personnel who have been connected with the delivery of the Services.

Disputes

27. Any dispute arising under these conditions which cannot be resolved by agreement shall be referred to an arbitrator agreed between the parties or failing agreement appointed by the President of the Chartered Institute of Arbitrators and settled according to the JCT Construction Industry Model Arbitration Rules (JCT 1998).
28. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions nor any Contract made under them and no person other than the Client and Solarcentury shall have any rights thereunder, nor shall these conditions or any Contract be enforceable under that act by any other person.

Warranty

29. Any additional warranty provided by Solarcentury relating to the Services is stated in the Proposal. We will also pass on to

the Buyer the benefit of any warranty given by the manufacturer of the Goods.

Force Majeure

30. If Solarcentury is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, but not limited to, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, Solarcentury shall be entitled to give notice in writing to terminate the contract.

Law and Jurisdiction

31. These conditions and any Contract made under them shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction. Nothing in these conditions shall limit the right of Solarcentury to take proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.