

## 1 Definitions

1.1 In these Conditions:

“Buyer” means a business customer to whom Solarcentury is to supply Goods and services pursuant to an order and also includes SolarcenturyOnline Users;

“Contract” means any contract for the sale of goods and services by Solarcentury to a Buyer, in accordance with these Conditions;

“Credit Account Buyer” means a Buyer with a Solarcentury approved credit limit;

“Customer Data” means all data, records, files, input materials, reports, forms and other such items that are received, stored or transmitted by the SolarcenturyOnline User using SolarcenturyOnline;

“Force Majeure Event” has the meaning given in Condition 16;

“Goods” means goods and/or materials which Solarcentury supplies to a Buyer pursuant to a Contract;

“Solarcentury” means Solar Century Holdings Limited (registered company number 357035) whose registered office is at 50 Great Sutton St, London EC1V 0DF and whose email address is enquiries@solarcentury.com;

“SolarcenturyOnline” means the website at <https://online.solarcentury.com>, incorporating the web store and associated services;

“SolarcenturyOnline User” means a business customer who has been given log in details by Solarcentury to use SolarcenturyOnline.

1.2 In these Conditions unless the context otherwise requires:

(a) Any reference to “writing” or related expressions includes a reference to cable, facsimile transmission, email or comparable means of communication;

(b) Any reference to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time; and

(c) All headings and titles are for convenience only and shall not affect the interpretation of these Conditions.

## 2 Application

2.1 These Conditions shall govern and be incorporated in every Contract made by or on behalf of Solarcentury with a Buyer. A Buyer placing an order for Goods and services and/or using SolarcenturyOnline shall constitute unqualified acceptance of these Conditions. A Buyer using SolarcenturyOnline and/or placing an order for Goods using SolarcenturyOnline will be asked to expressly agree to these Conditions. These Conditions shall prevail over any terms and Conditions contained or referred to in any documentation submitted by a Buyer or in

correspondence or elsewhere or implied by trade custom practice or course of dealing.

2.2 These Conditions apply to business customers only and not consumers. By placing an order for Goods and/or using SolarcenturyOnline the Buyer confirms that they are purchasing the Goods and/or using SolarcenturyOnline for business purposes.

2.3 Except as set out in these Conditions, a variation of these Conditions, including the introduction of additional terms and conditions is only valid if it is in writing and signed by Solarcentury and the Buyer and expressly states that it varies these Conditions.

## 3 Quotations and Acceptance

3.1 A quotation by Solarcentury does not constitute an offer and all prices quoted shall be in accordance with Condition 5.1.

3.2 Where the Buyer does not use SolarcenturyOnline to place an order (“Offline Purchases”), Solarcentury’s acceptance of any oral or written order from the Buyer shall only become effective once Solarcentury receives a signed and dated Solarcentury sales order or purchase order from the Buyer.

3.3 Where the Buyer uses SolarcenturyOnline to place an order, the order process described in Conditions 3.4 to 3.6 applies.

3.4 The advertising of Goods on SolarcenturyOnline is an “invitation to treat”. The Buyer makes a contractual offer when they order Goods. There will be no contract formed between the Buyer and Solarcentury until Solarcentury accepts the Buyer’s order in accordance with the following procedure:

(a) To order Goods, the Buyer must enter their log in details;

(b) The Buyer must add the Goods they wish to purchase to their basket, and then proceed to the quotation page, which will display a quotation for the purchase of the Goods;

(c) In the quotation section, the Buyer must input their delivery details and press the “Place Order” button;

(d) The Buyer will then be asked to confirm their order by pressing the “Confirm/Send Order” button. Before confirming the order, it is the Buyer’s responsibility to check that the terms and specification of purchase are complete and accurate. When the Buyer confirms their order, they are making a contractual offer and consenting to these Conditions;

(e) Solarcentury will then send the Buyer an initial acknowledgement by email. This is merely an acknowledgement that Solarcentury has received the Buyer’s offer. It is not a contractual acceptance of the Buyer’s offer;

(f) Solarcentury will then check if it is able to meet the Buyer’s order. If Solarcentury is able to accept the order

- then it will send the Buyer an order confirmation by email at which point the Buyer's offer is accepted and a binding contract is formed. If Solarcentury is not able to accept the order then it will either (i) confirm by email that it is unable to meet the order or (ii) propose an alternative and any proposal like this will be a contractual offer for the Buyer to accept or not. If the alternative proposal is acceptable to the Buyer then the contract will be formed when the Buyer accepts that offer in writing (which includes e-mail).
- 3.5 Solarcentury will not file a copy of these Conditions specifically in relation to the Buyer's order and/or the SolarcenturyOnline User's use of SolarcenturyOnline. Solarcentury may update the version of these Conditions on the website from time to time, and it does not guarantee that the Conditions that the Buyer has agreed to on SolarcenturyOnline will remain accessible. Solarcentury therefore recommends that the Buyer downloads, prints and retains a copy of these Conditions for their records for each order placed by the Buyer.
- 3.6 Before the Buyer places their order, they will have the opportunity of identifying if they have made any input errors on SolarcenturyOnline. The Buyer may correct those input errors before placing their order.
- 3.7 Solarcentury may revise these Conditions from time-to-time, but such revisions will not affect the terms of any contracts in existence before the change.
- 4 Delivery**
- 4.1 Any delivery or despatch date given by Solarcentury is approximate only and Solarcentury shall not be liable to the Buyer for any failure to deliver on any particular date or dates. Time for delivery is not of the essence and shall not be made so by the service of any notice.
- 4.2 Solarcentury shall deliver the Goods to a location in the United Kingdom only, as detailed in the Buyer's order ("Delivery Point"). Deliveries shall be accepted in accordance with Condition 7.1.
- 4.3 Any dates quoted for delivery ("Due Date(s) for Delivery") are approximate only, and the time of delivery is not of the essence. Solarcentury shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide Solarcentury with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Buyer refuses or fails to take delivery of Goods tendered in accordance with the Contract, Solarcentury may terminate the Contract with immediate effect, may dispose of the Goods as it sees fit and may recover from the Buyer any loss and additional costs incurred as a result of such refusal or failure (including, without limitation storage costs from the Due Date(s) for Delivery).
- 4.5 Unless agreed otherwise by Solarcentury the Goods may be delivered in instalments and each such instalment shall be treated as a separate Contract.
- 4.6 Section 32(2) of the Sale of Goods Act 1979 does not apply and Solar Century is not required to give the Buyer the notice specified in section 32(3) of the Act.
- 5 Price**
- 5.1 The price payable for the Goods, services and delivery is as stated in the quotation provided to the Buyer, provided either by email or displayed on SolarcenturyOnline, or as listed in Solarcentury's published list of prices current at the time of despatch (the "Price"). The Price stated in the quotation for both Offline Purchases and Goods purchased on SolarcenturyOnline will be valid for a period of thirty days from the date of the quotation or as otherwise stated on the quotation, except that Solarcentury may, by giving notice to the Buyer, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) Any factor beyond Solarcentury's control (including but not limited to foreign exchange fluctuations, increases in taxes and duties, and increases in labour, material and other manufacturing costs);
- (b) Any requirement by the Buyer to change the Due Date(s) for Delivery, quantities or types of Goods ordered; or
- (c) Any delay caused by any instructions of the Buyer or failure of the Buyer to give Solarcentury adequate or accurate information or instructions.
- 5.2 While Solarcentury tries to ensure that all prices on SolarcenturyOnline are accurate, errors may occur. If Solarcentury discovers an error in the price of Goods, the Buyer has ordered, Solarcentury will inform the Buyer as soon as possible and give the Buyer the option of reconfirming their order at the correct price or cancelling it. If Solarcentury is unable to contact the Buyer, it will treat the order as cancelled. If the Buyer cancels and they have already paid for the Goods, they will receive a full refund.
- 5.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Buyer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- 5.4 Any delivery charges which apply will be stated before payment.
- 6 Payment**
- 6.1 For non-Credit Account Buyers payment is required in cleared funds before despatch. For Credit Account Buyers payment of invoices shall be made in full within 30 days of the end of month of the date of the invoice unless otherwise agreed and confirmed in writing by Solarcentury (the "Due Date for Payment"). Time shall be of the essence of payment. Solarcentury may suspend the supply of Goods and/or services to the Buyer and/or suspend a Credit Account Buyer's account where any amounts are overdue under any Contract until all such amounts have been paid.

- 6.2 Interest is payable at 8 per cent per year above the base rate of Lloyds TSB Bank plc from time to time from the Due Date for Payment until receipt by Solarcentury of the full amount (including any accrued interest) whether before or after judgement.
- 6.3 Solarcentury may require full or partial payment of the price prior to delivery or the provision of security by the Buyer in a form acceptable to Solarcentury.
- 6.4 Solarcentury has a general lien on all property of the Buyer in the possession of Solarcentury (although the Buyer may have paid for it in full) in satisfaction of any amount owed by the Buyer to Solarcentury under any Contract. Solarcentury may do anything necessary to put such property into a saleable condition, sell it on such terms it may think fit and retain from the proceeds.
- 6.5 If the Buyer disputes any payment made to Solarcentury they must contact Solarcentury immediately and provide full details of their claim. If the Buyer submits an unjustified credit card, debit card or other charge-back then the Buyer will be liable to pay Solarcentury, within 7 days following the date of the charge-back: (i) an amount equal to the amount of the charge-back; (ii) all third party expenses incurred by Solarcentury in relation to the charge-back (including charges made by Solarcentury or the Buyer's bank or payment processor or card issuer); (iii) an administration fee of GBP £20 (excluding VAT); and (iv) all Solarcentury's reasonable costs, losses and expenses incurred in recovering the amounts referred to in this paragraph (including without limitation legal fees and debt collection fees).
- 6.6 Without prejudice to Solarcentury's other rights, if the Buyer submits an unjustified credit card, debit card or other charge-back, then Solarcentury may terminate any Contracts between the Buyer and Solarcentury under these Conditions by giving the Buyer written notice of termination by email.
- 6.7 For the avoidance of doubt, if the Buyer fails to recognise or fails to remember the source of an entry on their card statement or other financial statement, and makes a charge-back as a result, this will constitute an unjustified charge-back.
- 7 Returns, refunds and replacements**
- 7.1 It is the Buyer's responsibility to inspect deliveries. If there are missing items or damage to Goods or packaging the Buyer should detail any issues in the proof of delivery documentation provided when signing for delivery. If the Buyer is not able to fully check the Goods on delivery, the Buyer should state "unchecked" when signing the proof of delivery.
- 7.2 Damaged goods may only be returned to Solarcentury with Solarcentury's prior written agreement, at the Buyer's expense, and according to Solarcentury's directions, otherwise no refunds or replacements will be made and the Buyer will remain liable to pay for the Goods in full.
- 7.3 If the Buyer returns damaged Goods to Solarcentury which, in Solarcentury's reasonable opinion, do not conform with the warranties set out below, then the Buyer will be entitled to replacement Goods (where replacements are available) or, where Solarcentury agrees, a refund of the price paid for those Goods (including all delivery charges).
- 7.4 Any liability for returns, refunds and replacements shall be subject to the Buyer's achievement of the timescales set out in Conditions 12.1(a), (b) and (c).
- 8 Title and Risk**
- 8.1 Risk in the Goods passes at the point of delivery, which is when the Goods are made available for unloading at the Delivery Point.
- 8.2 Any property of the Buyer 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.
- 8.3 Notwithstanding delivery and passing of risk, the Goods remain the property of Solarcentury and title to the Goods shall not pass to the Buyer 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.
- 8.4 Until the property in the Goods passes to the Buyer the Buyer shall hold the Goods on a fiduciary basis and shall:
- (a) not part with possession of the Goods;
  - (b) take proper care of the Goods and take all reasonable steps to prevent damage to or deterioration of them;
  - (c) keep the Goods free from any charge, lien or other encumbrance and store the Goods in such a way as to show clearly that they belong to Solarcentury;
  - (d) notify Solarcentury immediately upon the happening of any of the events set out in Condition 17.2;
  - (e) give Solarcentury such information as Solarcentury may require from time to time.
- 8.5 From delivery until property in the Goods passes to the Buyer, the Buyer shall insure the Goods for their full value with a reputable insurer and, upon request, shall use reasonable endeavours to have Solarcentury's interest in the Goods noted on the insurance policy. Until the property in the Goods passes to the Buyer, the Buyer shall hold the proceeds of any claim on the insurance policy on trust for Solarcentury.
- 8.6 Solarcentury reserves the right to repossess and resell any of the Goods to which it has retained title. Solarcentury's consent to the Buyer's possession of the Goods and any right the Buyer may have to possession of the Goods shall in any event cease upon the happening of any of the events set out in condition 17.2.

- 8.7 The Buyer grants an irrevocable right and licence to Solarcentury to enter the Buyer's premises during normal business hours in order to inspect or repossess Goods to which it has retained title and the termination for any reason of a Contract shall not affect the continuance in force of this right and licence.
- 8.8 The Buyer acknowledges that as a consequence of its fiduciary relationship with Solarcentury it is under a duty to Solarcentury to hold the proceeds of sale of the Goods on trust for Solarcentury and not to mingle such proceeds with other money or pay them into an overdrawn bank account and shall ensure that such proceeds are at all material times identified as Solarcentury's money.
- 8.9 Solarcentury shall be entitled to recover the price (plus VAT) in the event of non-payment by the Buyer notwithstanding that property in any of the Goods has not passed from Solarcentury. Solarcentury may, by notice to the Buyer at any time after delivery, pass property in the Goods to the Buyer with effect from the date of the notice.
- 9 Warranties**
- 9.1 The Goods purchased from Solarcentury will conform in all material respects to any applicable specification provided by Solarcentury to the Buyer or published on SolarcenturyOnline.
- 9.2 Solarcentury will pass on to the Buyer the benefit of any warranty given by the manufacturer.
- 9.3 The Buyer takes full responsibility for any defects in the Goods arising from fair wear and tear, wilful damage, accident, negligence by the Buyer or a third party, or for defects arising due to (i) the Buyer failing to operate and use the Goods in accordance with the manufacturer's or Solarcentury's instructions or recommendations, or (ii) any alteration or repair carried out by the Buyer or any third party.
- 10 The Buyer's warranties**
- 10.1 The Buyer warrants to Solarcentury that:
- (a) they are legally capable of entering into binding contracts, and have full authority, power and capacity to agree to these Conditions on behalf of the business they are purchasing the Goods for;
- (b) the information provided in the Buyer's order is accurate and complete; and
- (c) the Buyer will be able to accept delivery of the Goods.
- 11 Infringement of Third Party Rights**
- 11.1 The Buyer shall indemnify Solarcentury against each loss, liability and cost which Solarcentury incurs as a result of complying with any requirements or specifications of the Buyer which involve any infringement or alleged infringement of the rights of any third party.
- 11.2 If at any time it is alleged or, in Solarcentury's reasonable opinion, is likely to be alleged that the Goods infringe the rights of any third party, Solarcentury may at its option and at its own expense:
- (a) modify or replace the Goods in such a way which does not detract from their overall performance so as to avoid the infringement; or
- (b) procure for the Buyer the right to continue to use the Goods; or
- (c) repurchase the Goods at the Price paid by the Buyer.
- 11.3 The Buyer shall notify Solarcentury immediately of any actual or threatened claim or action alleging infringement of the rights of any third party. Solarcentury shall have control over and shall conduct any such proceedings in such manner as it shall determine. The Buyer shall provide all reasonable assistance to Solarcentury as Solarcentury may request. The cost of such proceedings shall be borne by Solarcentury.
- 11.4 Where Solarcentury designs the Goods pursuant to a commission by the Buyer, then any copyright, design right or other intellectual property in them shall vest in Solarcentury and the Buyer agrees that it shall do any acts and execute any documentation required by Solarcentury to secure vesting of such rights in Solarcentury.
- 12 Limitations and exclusions of liability**
- 12.1 Solarcentury is not liable to the Buyer:
- (a) for non-delivery of the Goods unless the Buyer notifies Solarcentury within 5 working days from the Due Date(s) for Delivery;
- (b) for incorrect quantities of the Goods unless the Buyer notifies Solarcentury of a claim within 5 working days of receipt of the Goods;
- (c) for damage or loss of the Goods during carriage by Solarcentury's own transport or by a carrier on behalf of Solarcentury unless the Buyer notifies Solarcentury of a claim within 5 working days of receipt of the Goods;
- (d) for defects in the Goods caused by fair wear and tear and abnormal or unsuitable conditions of storage;
- (e) for business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated profits, business, contracts, business opportunities, goodwill, reputation; or losses or expenses resulting from third party claims;
- (f) for loss or corruption of any data, database or software;
- (g) for special, indirect or consequential loss or damage 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 for defects in materials and workmanship arising in the twelve months from delivery of the Goods;

- (h) on supply only contracts, for any costs incurred or losses suffered as a result of incorrect installation of the Goods by the Buyer; and
- (i) for any system design, unless the Buyer has commissioned Solarcentury to provide the design services and such commissioning is evidenced in a signed and dated Solarcentury sales order or purchase order.
- 12.2 If liability is accepted by Solarcentury under Condition 12.1 or 12.3 Solarcentury's only obligation is at its 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 refund to the Buyer the amount paid by the Buyer for the Goods which are the subject of a claim under Condition 12.1.
- 12.3 Solarcentury is not 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 Buyer shall indemnify Solarcentury against each loss, liability, and cost arising out of such claims.
- 12.4 Solarcentury's aggregate liability to the Buyer, in relation to a Contract, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the purchase price of the Goods as determined by the net price invoiced to the Buyer in respect of any occurrence or series of occurrences. Save as prohibited by law, Solarcentury shall have no liability whatsoever in relation to the use of SolarcenturyOnline.
- 12.5 Subject to this Condition 12 these Conditions together with any Contract according to these Conditions set out the full extent of Solarcentury's obligations and liabilities in respect of the Goods supplied hereunder and the use of SolarcenturyOnline. To the fullest extent permitted by law, all terms and conditions, warranties and representations expressed or implied by statute common law or otherwise in relation to the Goods and the use of SolarcenturyOnline are expressly excluded and Solarcentury makes no representations as to the fitness of the Goods for any particular purpose of the Buyer.
- 12.6 Nothing in these Conditions shall limit or exclude the liability of Solarcentury for death, personal injury or loss or damage to property resulting from defects in the Goods; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 and breach of section 2 of the Consumer Protection Act 1987.
- 12.7 The Buyer 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 Buyer shall pay on demand the amount of the premiums. The Buyer 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.
- 13 Specifications**
- 13.1 Unless expressly agreed otherwise in writing by Solarcentury, all drawings, designs, specifications and particulars submitted by Solarcentury are approximate only and Solarcentury is not liable for any deviation from them.
- 13.2 All drawings, designs, specifications and information submitted by Solarcentury shall be treated as confidential and shall not be disclosed to any third party without Solarcentury's written consent or used by the Buyer other than for the purposes authorised by Solarcentury.
- 13.3 Solarcentury accepts no responsibility for any errors omissions or other defects in any drawings, designs or specifications not prepared by Solarcentury. The Buyer shall indemnify Solarcentury against each such loss, liability and cost which Solarcentury incurs arising from them.
- 13.4 To the extent that any Contract contains any element of design Solarcentury agrees to use reasonable skill and care.
- 14 Packaging**
- 14.1 The Buyer shall meet the cost of any special packaging which it may request or which may be necessitated other than by Solarcentury's normal means of delivery. The Buyer shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations, whether statutory or otherwise, relating to protection of the environment.
- 14.2 Solarcentury is entitled to invoice the Buyer for the cost of all returnable packaging materials unless they are returned to Solarcentury in good condition, carriage paid within 30 days of the Due Date(s) for Delivery.
- 15 Licences and Consents**
- If a licence or consent of any governmental or other authority is required in connection with the Buyer's purchase or use of the Goods, the Buyer shall obtain the licence or consent at its own expense and produce evidence of it to Solarcentury on demand. Failure to obtain any licence or consent does not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by Solarcentury resulting from such failure shall be paid by the Buyer.
- 16 Force Majeure**
- Neither party shall be liable for any failure or delay in performing its obligations under the Contract and these Conditions to the extent that such failure or delay is caused by a Force Majeure Event, save to the extent that the Buyer's failure to pay the Price is excluded from a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its

own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

## 17 Termination

- 17.1 On or at any time after the occurrence of any of the events in Condition 17.2, Solarcentury may stop any Goods in transit, suspend further deliveries to the Buyer, exercise its rights under Condition Title and Risk) and/or terminate any Contract with the Buyer with immediate effect by written notice to the Buyer.
- 17.2 The events are:
- (a) the Buyer being in material breach of an obligation under a Contract;
  - (b) the Buyer suspends, or threatens to suspend, payment of its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (c) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
  - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
  - (e) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
  - (f) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
  - (g) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - (h) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has

an effect equivalent or similar to any of the events mentioned in Conditions 17.2(b) to (g) (inclusive);

- (i) the Buyer's financial position deteriorates to such an extent that in Solarcentury's opinion the Buyer's capability to adequately fulfil its obligations under these Conditions has been placed in jeopardy.

- 17.3 Upon termination, any indebtedness of the Buyer to Solarcentury becomes immediately due and payable and Solarcentury shall be under no further obligation to supply Goods or services to the Buyer.

## 18 Scope of these Conditions

These Conditions do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in the Goods, and do not govern the provision of any services by us or any third party in relation to the Goods.

## 19 SolarcenturyOnline - Disclaimer

Solarcentury makes no warranty or representation that SolarcenturyOnline will meet the Buyer's requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be secure and that all information provided will be accurate. Solarcentury makes no guarantee of any specific results from the use of SolarcenturyOnline. No part of SolarcenturyOnline is intended to constitute a contractual offer capable of acceptance.

## 20 SolarcenturyOnline - General terms

- 20.1 By using SolarcenturyOnline, the Buyer accepts these Conditions, the Terms and Conditions of Website Use <http://www.solarcentury.com/uk/terms-of-use/> and the Privacy Policy <http://www.solarcentury.com/uk/privacy-and-cookies/>, and agrees to abide by them. If the Buyer does not agree with these Conditions, they must not use SolarcenturyOnline.

- 20.2 Images of Goods on SolarcenturyOnline are for illustrative purposes only. Actual Goods may differ slightly from such images.

Solarcentury will treat the Buyer's personal information that it collects in accordance with the terms of its Privacy Policy <http://www.solarcentury.com/uk/privacy-and-cookies/>.

The Buyer's use of SolarcenturyOnline is at its own risk. SolarcenturyOnline is provided "as is" and on an "as available" basis. Solarcentury gives no warranty that SolarcenturyOnline will be (i) free of defects and / or faults, be uninterrupted, timely or error free, (ii) provide results that are accurate or reliable, (iii) of a quality that meets the Buyer's expectations, (iv). To the maximum extent permitted by law Solarcentury provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

- 20.3 Solarcentury accepts no liability for any disruption or non-availability of SolarcenturyOnline including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 20.4 Solarcentury may, but has no obligation to, remove content and accounts that it determines in its sole discretion are unlawful or violate any party's intellectual property or these Conditions.
- 20.5 The Buyer understands and accepts that the technical processing and transmission of SolarcenturyOnline, including the Buyer's content, may be transferred unencrypted and involve (i) transmission over various networks; and (ii) changes to confirm and adapt to technical requirements of connecting networks and devices.
- 20.6 Solarcentury reserves the right to disable the Buyer's account in the event that it breaches any of these Conditions.
- 20.7 The SolarcenturyOnline User understands and accepts that it is solely responsible for taking steps to maintain appropriate security, protection and backup of Customer Data. The SolarcenturyOnline User is solely responsible for determining the suitability of SolarcenturyOnline in light of the type of Customer Data used with SolarcenturyOnline.

## 21 SolarcenturyOnline

Solarcentury provides tools including but not limited to tools to assist SolarcenturyOnline Users with the creation of their own system designs, quotations and documents. Solarcentury does not guarantee that SolarcenturyOnline is appropriate for the SolarcenturyOnline Users' use. By using SolarcenturyOnline, the SolarcenturyOnline User claims all responsibility for the accuracy and validity of the results including, but not limited to, system design, performance, code and legislation compliance. It is incumbent upon the SolarcenturyOnline User to verify that the outputs provided by SolarcenturyOnline will meet their needs including but not limited to site-specific needs and local codes and legislation, referring to manufacturers' documentation as necessary.

## 22 General terms

If any provision of these Conditions is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these Conditions, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Conditions.

Each Contract under these Conditions is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the

parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such Contracts is not subject to the consent of any person who is not a party to the relevant contract.

These Conditions together with the Terms and Conditions of Website Use <http://www.solarcentury.com/uk/terms-of-use/> and the Privacy Policy <http://www.solarcentury.com/uk/privacy-and-cookies/>, contain the entire agreement and understanding of the parties in relation to the purchase of Goods from Solarcentury and/or the use of SolarcenturyOnline, and supersede all previous agreements and understandings between the parties in relation to the purchase of Goods and/or the use of SolarcenturyOnline. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Solarcentury which is not set out in these Conditions.

## 23 Assignment

The Buyer may not assign or transfer, or purport to assign or transfer, any of its rights or obligations under a Contract without Solarcentury's prior written consent, save as expressly permitted in these Conditions. Any attempt by the Buyer to do so will be null and void. Solarcentury may assign, charge, sub-contract or otherwise transfer any of its rights or obligations arising under these Conditions, at any time.

## 24 Governing Law

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.

## 25 Exclusion of Third Party Rights

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 Buyer and Solarcentury shall have any rights thereunder, nor shall these Conditions or any Contract be enforceable under that act by any other person.