

Dorking Solar Group Ltd Terms and Conditions (T&C) which apply to any Contract which covers the specification, design, supply, delivery, installation, testing and commissioning of low carbon energy systems.

1. Definitions

- 1.1. The "Company" shall mean: Dorking Solar Group Ltd (company registration number RS007367)
- 1.2. The "Client" shall mean the person or persons, or company or organisation, or entity being supplied by the Company.
- 1.3. The "Quotation" shall mean the priced quotation document including defined scope of works supplied by the Company to the Client.
- 1.4. The "Contract" shall mean the deliverance and hand-over to the Client of the items defined in the Quotation together with any written pre-award clarifications; after order acceptance by the Client.
- 1.5. The "Site" is the premises specified in the Quotation where the installation is to take place. The Site is owned by the Client or the Client's landlord; and is their responsibility.
- 1.6. The "System" shall refer to the parts of the low carbon energy system installed by the Company in completing The Contract.
- 1.7. The "Payment Schedule" is as defined in the Quotation for the goods and services to be supplied as part of the Contract.

2. General

- 2.1. These Terms and Conditions shall apply to the supply of all goods and services supplied by the Company under the Contract.
- 2.2. No element of these Terms and Conditions may be varied unless previously agreed by a Director of the Company and confirmed in writing to the Client. These Terms and Conditions shall prevail over any terms of business or purchasing conditions provided by The Client.
- 2.3. Should any clause of the Terms and Conditions be void or invalid the existence of such a clause shall not prejudice the enforceability of the remaining clauses.
- 2.4. These Terms and Conditions shall be governed by the laws of England. The English Court shall have sole jurisdiction in any dispute arising from them.
- 2.5. Each of the clauses of these Terms operates separately.

3. Information and Permissions

- 3.1. Before the Company produced the Quotation it will have been necessary for the Client, or their advisors and contractors, to provide certain information, which will have been used to calculate and specify the goods and services. This information will be recorded by the Company and shall be taken as correct. If it is subsequently found to be incorrect the Company shall not accept any liability for the goods and services that may be affected. Furthermore, the Client agrees to pay the Company any extra costs it may incur because of incorrect information supplied.
- 3.2. The Client shall be solely responsible for checking with their advisors that any ground works which the Company have specified in the Quotation will have no detrimental effect on any foundations, structures or underground services and for providing accurate details of underground services routes.
- 3.3. The Client shall be responsible for obtaining any necessary permission from any statutory or other bodies that may be required for the installation of the goods and services. This includes obtaining planning and building control permissions that may be required.
- 3.4. Any notice or other communication given by the Client to the Company or by the Company to the Client, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or by email to info@dorkingsolargroup.org

4. Data Protection

- 4.1. The Company will collect some Personal Information as defined by the Data Protection Act. This is to allow the Company to administer the Contract properly and to keep the Client informed about matters to do with the project.
- 4.2. The Company will only use your personal information in accordance our Privacy Policy.

5. Warranty of Goods and Services

- 5.1. The Company will supply goods from reputable suppliers carrying normal industry Warranties.
- 5.2. The Company will supply services using suitably qualified staff or sub-contractors, who will use reasonable care and skill and work to a standard that it is reasonable.
- 5.3. The Company warrants that the goods and services specified in The Quotation will be free from defects in material and workmanship for a period of 12 months from the date of Commissioning (project set to work). The Client shall notify the Company in writing within 14 calendar days of discovering any defect confirming that they wish to make a warranty claim.
- 5.4. The Client will provide all information and support including access to site and services as reasonably necessary to enable the Company to evaluate any alleged defect and to perform its obligations under this warranty.
- 5.5. In the event of a valid Warranty claim, the Company shall be entitled at its sole discretion to repair, replace, refund or redo the defective part at no cost to the Client.
- 5.6. The Company shall not be liable for any consequential loss suffered by the Client in respect of any defect.
- 5.7. In the event of a claim for a defect covered under an equipment manufacturers' guarantee the Company will liaise with this manufacturer and use all reasonable endeavours to secure a replacement of the product or part in question.
- 5.8. This Warranty shall only apply if the system has been properly used and maintained throughout the warranty period. The Company will not be liable if the System is used by the Client or their customers in a manner which impedes its

performance or efficiency. It is incumbent upon the Client to ensure that the System is used within its agreed parameters and is maintained.

- 5.9. Normal wear and tear from use is excluded from this warranty.
- 5.10. This Warranty may be transferred to any new legal owner of the property where the system is installed. It cannot be transferred or exercised by any third party.

6. Cancellation Terms

- 6.1. You have the right to cancel this Contract within 14 calendar days or acceptance without giving a reason. The cancellation period expires after 14 calendar days of agreeing this Contract or immediately after you acquire possession of goods, whichever is first.
- 6.2. To exercise the right to cancel you must inform us at our Company email address of your decision to cancel the Contract.
- 6.3. If you cancel this Contract within the 14 calendar days cancellation period we will reimburse the Client all payments received. We will make the reimbursement once we have received back from you any goods supplied.
- 6.4. In all other cases where the cancellation is outside of the cancellation period, if The Client notifies us in writing of their wish to cancel or terminate the Contract, all costs incurred by the Company up to the date that the cancellation notice is received at the Company address will be chargeable to the Client. In this regard, costs include, but are not limited to, direct and indirect labour costs at the Company's standard charge out rate, goods ordered or the full charge for such goods if the Company is unable to return them, design charges, and consumables used on the Contract.
- 6.5. Either party may terminate this contract by written notice to the other party if the other party is: (1) In material breach of the Contract and has failed to rectify it within 7 calendar days of a written warning specifying the breach; (2) Or if the other party is insolvent.
- 6.6. In such case the terminating party is entitled to recover from the other party any resultant loss (excluding consequential losses), damage or expenses incurred by the terminating party.
- 6.7. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 6.8. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

7. Payment for Goods and Services

- 7.1. The Client shall pay for the goods and services in accordance with the schedule of payment terms set out in the Quotation on receipt of an invoice.
- 7.2. Invoices are due for payment within 30 calendar days upon receipt.
- 7.3. Late payment will incur interest charged to the Client for each day that the payment is overdue at the rate of 3% per annum above the Bank of England base rate if their invoice is not settled within 7 calendar days of the due date.

8. Delivery of Goods

- 8.1. The Client shall be responsible for the safe keeping of any goods delivered by the Company or a third party acting on the Company's instruction from the moment that they are delivered. These materials shall be kept in a dry, secure storage area and made available to the Company when required.

9. Force Majeure

- 9.1. The Company shall not be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is a result of causes beyond its reasonable control such as but not limited to fire, flood, explosion, war, terrorism, national emergency, epidemic, riot, civil disturbance, embargo, government requirement, civil or military authority, labour disputes, or acts of God.
- 9.2. If such an event occurs the Company has no liability for any delay costs in any way incurred by the Client and will be entitled to extend the programme for delivering the project by the amount of time that the event of force majeure persists.
- 9.3. If performance by the Company is delayed by such an event of force majeure for a period exceeding 90 calendar days then the Client will have the right to terminate the Contract.
- 9.4. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner.

10. Insurance and Limit of Liability

- 10.1. The Company will maintain appropriate insurances to meet its statutory obligations in respect of its own staff, its sub-contractors and third parties.
- 10.2. The Company shall not be liable for any: consequential losses, damages, loss of contracts, loss of business revenue or profits, loss of business opportunities, loss of anticipated savings, loss of goodwill, corruption of data/information/ software, arising from the provision or non-provision of any goods or services.
- 10.3. The Company's liability shall be limited to 100% of the Quotation value in so far as rectifying any defect properly notified under clause 5.3 above.
- 10.4. The Company shall not be liable for any detrimental effect caused by ground works covered under clause 3.2 above.

11. Facilities

- 11.1. The Client shall provide at no cost to the Company and its sub-contractors the following unless specified otherwise in the Quotation:
- 11.2. Off-loading and secure dry storage of goods and materials at the Site.

- 11.3. Removal of any surplus materials, packaging and spoil from the Site.
- 11.4. Temporary electrical supply and lighting to working areas at the Site.
- 11.5. Toilet and wash room facilities at the Site.
- 11.6. Permanent electrical connection(s) as specified in the Quotation.
- 11.7. Upon commissioning a representative of the Client shall be available to accept and sign-for responsibility for the System.
- 11.8. Attendance during commissioning of the System by the Client's electrician and/or site equipment representative may be required. The Company will give reasonable notice to the Client if and when it is required.
- 11.9. The Quotation is based upon the Site being ready and in a fit state for the Company to proceed immediately with their work upon arrival at the Site. The Company reserves the right to make additional charges for any waiting time as a result of the Site not being ready at the agreed dates and times.

12. Installation and Commissioning standards

- 12.1. The System will be installed to the equipment manufacturers' specifications and in line with current regulations applicable on the Site at the time of the work.
- 12.2. The Company's electrical installers are an NICEIC Approved Contractor. Electrical work is undertaken by qualified electricians. The Company will issue tests certificates for the work it has undertaken at the end of the contract. It is not able to certify the work of others; not to certify existing systems.
- 12.3. The System will be commissioned to the equipment manufacturer's specifications. After commissioning, responsibility for the running of and maintenance of the System will be handed over to the Client.
- 12.4. One commissioning visit is included, if further commissioning visits are required they will be individually chargeable at the standard hourly rate unless otherwise specified in the Quotation.
- 12.5. Upon completion of the work defined in the Contract and after full payment for the System, the Client will be provided with a commissioning certificate and all relevant user operating & maintenance manuals in a handover pack.

13. Post Handover Service

- 13.1. The Client will receive one training session unless more are defined in the Quotation.
- 13.2. There will be one service inspection, nominally 3 months after completion of the Contract. There will be no charge for this. Thereafter it is recommended that the Client take out an extended warranty maintenance contract to meet the equipment manufacturers recommendations.

14. Health and Safety

- 14.1. The Company will carry out a risk assessment and method statement of the planned work at the Site. It is intended as a guide for all who have a duty to comply with the health and safety policy of the Company and with the law. It is the intention of the Company that work defined in the Quotation is designed and installed so that the risks to the health and safety of staff and others on the Site are identified and then eliminated or reduced to a level which is acceptable under current health and safety legislation.
- 14.2. It is the responsibility of the Client to instruct all who attend the Site on all relevant health and safety procedures prior to the commencement of work.
- 14.3. The installation of low carbon energy systems does not normally involve the use of any substances as defined by the control of substances hazardous to Health Regulations.
- 14.4. Movement of goods on the Site will be considered in manual handling risk assessments. Heavy or awkward goods will be moved as close to the point of use as possible using mechanical means.

15. EO Charging equipment

- 15.1. Images of the Products on EO Charging website and Dorking Solar Group Ltd website are for illustrative purposes only. Your Product may vary slightly from those images and descriptions.
- 15.2. Where the EOHub and software application is included in the Contract, the Terms of Conditions of the EO Charging software license apply. See EO Charging website terms & conditions, section for 'Software License'.

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