

Viridian Solar Terms and Conditions of Sale

1. DEFINITIONS

In these Conditions:

1.1 the "Buyer" shall mean the corporate entity firm or person seeking to purchase the Goods from the Company;

1.2 the "Company" shall mean Viridian Concepts Limited or its subsidiary Viridian Concepts B.V. (as the case may be), both of which are trading as Viridian Solar;

1.3 the "Conditions" shall mean these terms and conditions;

1.3 the "Contract" shall mean any contract for Goods or Services made between the Company and the Buyer;

1.4 the "Goods" shall mean the products, articles or things to be sold by the Company;

1.5 an "Insolvency Event" shall mean;

1.5.1 (where the Buyer is a company) the Buyer convenes a meeting of its creditors or a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal is made for a composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the Buyer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or a trustee, receiver, administrative receiver or a similar officer is appointed in respect of all or a part of the business or assets of the Buyer or a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the Buyer or for the making of an administration order;

1.5.2 (where the Buyer is an individual or partnership) the Buyer (or in the case of a partnership any of the partners) dies or is made bankrupt or is unable to pay his or her debts within the meaning of Section 123 of the Insolvency Act 1986 or a proposal is made for a composition scheme or an arrangement is made with (or an assignment for the benefit of) his or her creditors; or

1.5.3 any event analogous to those described in clauses 1.5.1 or 1.5.2 occurs in relation to the Buyer in any jurisdiction in which the Buyer is incorporated, resident or carries on business.

1.6 the "Services" shall mean any services provided by the Company to the Buyer (whether or not the Buyer shall purchase Goods);

1.7 the headings to the clauses shall not affect the construction of these Conditions;

1.8 the use of the plural shall include the singular and the use of the singular shall include the plural; and

1.9 references to the masculine, feminine or neuter genders shall include each and every gender.

1.10 'WEEE' means waste electrical and electronic equipment as defined in the WEEE Regulations.

1.11 'WEEE Regulations' means The Waste Electrical and Electronic Equipment Regulations 2012 (SI 2012/3113) and/or any equivalent legislation implementing the WEEE Directive 2012 or equivalent national law in any jurisdiction in which the Buyer is incorporated, resident or carries on business.

2. THE CONTRACT

2.1 These Conditions shall be incorporated into each and every Contract made between the Company and the Buyer; and

2.1.1 shall apply to the exclusion of any terms or conditions put forward by or on behalf of the Buyer; and

2.1.2 shall not create any agency or partnership between the Company and the Buyer or any third party.

2.2 No variation or waiver of or addition to these Conditions, whether written or oral, shall have effect unless and until authorised in writing by a manager of the Company.

2.3 Quotations and estimates, whether written or oral, submitted by the Company shall be deemed to be an invitation to treat and not an offer. The order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions and shall only be deemed to be accepted when the Company issues written acceptance of the order at which point and on which date the Contract shall come into existence.

2.4 Any order given in respect of a quotation or estimate must state the date, the reference of that quotation or estimate and address for delivery.

2.5 Where Goods and Services are provided by the Company in circumstances which would give rise to a Construction Contract within the meaning set out in Part II of the Housing Grants Construction Regeneration Act 1996 then in the event of a conflict of terms the provision of that act and the Regulations made thereunder shall prevail over the Conditions set out herein to the extent necessary to give effect to that Act but not further or otherwise.

2.6 No person who is not party to the Contract shall have any right to enforce any term of this agreement.

3. TIME LIMITS

Any time or date quoted by the Company for delivery of all or any of the Goods or performance of any Services is an estimate only, and the Company shall not be liable for any failure to meet any such estimate nor for any loss, whether financial or otherwise resulting directly or indirectly therefrom. Time is not and shall not be of the essence in relation to this clause or the performance by the Company of its obligations under the Contract.

4. DELIVERY

4.1 The Company shall deliver or procure delivery of the Goods, when ready, it shall do so at the cost of the Buyer to such address as the Buyer may specify

or, if no such address is specified to any address of the Buyer to which correspondence and/or Goods may previously have been sent under the Contract (Delivery Location). The manner of delivery shall be such as the Company in its sole discretion shall deem appropriate.

4.2 If the Company is unable to effect delivery on arrival at the Delivery Location for any reason whatsoever, an additional charge for any return or subsequent visit will be made.

4.3 The Buyer is responsible for off-loading. Damage caused during off-loading shall be the Buyer's responsibility.

4.4 The Buyer is responsible for obtaining, at its own cost, such export and import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Buyer shall

make those licences and consents available to the Buyer prior to the relevant shipment.

5. LOSS OR DAMAGE IN TRANSIT

5.1 The Buyer shall, within seven days of delivery of the Goods, give written notice of rejection to the Company on account of any defect by reason of which the Buyer alleges that the Goods delivered do not comply with the warranty set out in clause 13.1 and which was apparent on reasonable inspection. Such notice shall be dealt with in accordance with the provisions of clause 13.

5.2 If the Buyer fails to give notice as specified in Clause 5.1 then, except in respect of any defect which is not one which would be apparent on reasonable inspection, the Goods shall conclusively be presumed to comply with the warranty set out in clause 13.1 and, accordingly, the Buyer shall be deemed to have accepted the delivery of the Goods in question and the Company shall have no liability to the Buyer with respect to that delivery (except in relation to liability for any latent defects).

6. CANCELLATION BY THE BUYER

6.1 No cancellation of the whole or any part of any order, whether it is an order by instalment or otherwise, by the Buyer is permitted except where agreed in writing in advance by a manager of the Company.

6.2 Subject to the provisions in clause 5 and clause 13, Goods, once delivered, may not be returned unless authorisation has been given by the Company as specified in clause 6.1 and provided that the following conditions are satisfied:

6.2.1 Goods will only be accepted if they are in brand new and unused condition;

6.2.2 Packaged items will only be accepted if the package remains unbroken and in reasonable condition; and

6.2.3 Goods will only be accepted if returned within three weeks of the date of delivery.

6.3 Where Goods are returned by agreement:

6.3.1 in every case a restocking charge will be made; and

6.3.2 in every case the invoice number and date together with reason for return must be stated.

7. PRICE

7.1 Any price quoted by the Company is based upon current price ruling as at the date appearing on the quotation and shall include the cost to the Company of any carriage, insurance and/or storage effected by it in connection with the Buyer's order. In accordance with the terms of this clause, the Company shall be entitled at any time up to the date of the order acceptance to vary the price quoted to the Buyer.

7.2 Unless otherwise expressly stated in writing, all prices are exclusive of, and therefore subject to the addition of VAT or any equivalent tax chargeable in the UK or elsewhere. If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Company, the Buyer shall increase the sum it pays to the Company by the amount necessary to leave the Company with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

Viridian Solar Terms and Conditions of Sale

8. DATE FOR PAYMENT

8.1 The Buyer shall make payment in full within thirty days of the end of the month in which the invoice is dated.

8.2 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

8.3 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Buyer (whether or not the Goods or Services are to be provided by instalments and in such case each instalment is deemed to constitute a separate and distinct Contract). In the case of any short delivery or delivery of damaged Goods to the Buyer, the Buyer shall remain liable to pay the full invoiced price of all other Goods delivered.

9. DISPUTES AND SET-OFF

Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Buyer of all its obligations under these Conditions, and subject to these Conditions, the Buyer shall not be entitled to withhold or delay payment or exercise any right of set off whatsoever and howsoever arising or arisen which might otherwise be available to it.

10. RISK

Risk in the Goods shall pass to the Buyer when the Goods are delivered to the Buyer or collected by the Buyer or its agent.

11. TITLE

11.1 Notwithstanding the passing of risk under clause 10, unless and until payment shall have been made to the Company of all sums due to it under the Contract and/or under any other Contract between the Buyer and the Company on any account whatsoever, property in and beneficial title to the Goods shall remain in the Company; and 11.2 The Buyer shall store the Goods separately from all other goods and products and in such a way that they can be readily identified as being the property of the Company; and

11.3 Subject to clauses 11.4 and 11.5 the Buyer shall be free to sell the Goods in the ordinary course of its business on the basis that the proceeds of sale shall be transferable to the Company and pending such transfer shall be held in trust for the Company, and the Buyer shall account therefor to the Company on demand for monies outstanding under clauses 7 and 8; and

11.4 The Company may at any time revoke the Buyer's power of sale referred to in clause 11.3 by written notice to the Buyer if the Buyer shall for seven days or more be in default in the payment of any sum whatsoever due to the Company (whether in respect of the Goods or any other goods supplied by the Company or Services rendered, whether or not under the Contract

V 1.04 15/11/2019

by the Company or for any other reason whatsoever), or immediately if any cheque or other negotiable instrument drawn or accepted by the Buyer in favour of the Company shall on presentation for payment be dishonoured or in seven days if the Company in good faith shall have doubts as to the solvency of the Buyer; and

11.5 The Buyer's power of sale referred to in clause 11.3 shall automatically cease if an Insolvency Event occurs;

11.6 Upon determination of the Buyer's power of sale under clauses 11.4 or 11.5, the Buyer shall place the Goods at the disposal of the Company and the Company shall be entitled to enter upon any premises of the Buyer for the purpose of removing the Goods from the

premises (including severance from realty where necessary); and

11.7 The Company shall at any time be entitled to appropriate any payment made by the Buyer in respect of any Goods in settlement of such invoices or accounts in respect of such Goods as the Company may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

12. TERMINATION AND SUSPENSION

12.1 Without prejudice to any rights and remedies available to it, whether under the Contract or otherwise, the Company shall be entitled in its absolute discretion and upon giving to the Buyer written notice of its intention to do so, either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold, vary or suspend performance of all or any of its obligations under the Contract or any other Contract in any one or more of the following events:-

12.1.2 If any sum owing to the Company from the Buyer on any account whatsoever shall be unpaid after the due date for payment;

12.1.2 If the Buyer shall commit any breach of any Contract with the Company;

12.1.3 If an Insolvency Event occurs or the Company in good faith shall have doubts as to the solvency of the Buyer;

12.1.4 Where it is necessary to make alternative arrangements to deal with supply shortages. In such circumstances, the Buyer's obligation to purchase Goods hereunder shall remain binding to the extent that the Company meets the Buyer's order;

12.1.5 If the Buyer shall exceed the credit limit agreed between it and the Company from time to time on any account. The Company shall be entitled to require as a condition of resuming performance under the Contract in such circumstances, the payment of such proportion

of the sums or sum outstanding on any such account by the Buyer or such further sums as the Company sees fit in its absolute discretion to bring the Buyer back within its agreed credit limit;

12.2 If the Buyer refuses to permit or hinders performance of Services the Company shall be entitled to exercise its rights of termination or suspension hereunder at any time during which the event giving rise thereto shall not have ceased or been remedied, and in the circumstances of any such suspension, the Company shall be entitled to require as a condition of resuming performance under the

Contract, pre-payment of or such security as it may stipulate for the payment of any sum or sums due or to become due to it. Upon any such event happening the Company shall also have a general lien over all monies and property of the Buyer in its possession for any sums due to the Company.

13. WARRANTY AND LIABILITY

13.1 The Company warrants that on delivery, and for a period of 12 months (or such longer time period as may be provided for in any product guarantee given by the Company) from the date of delivery (Warranty Period), the Goods shall:

13.1.1: conform in all material respects with their description and

13.1.2: be free from material defects in design, material and workmanship.

13.2 Subject to Clause 13.3, if:

13.2.1 the Buyer gives notice in writing to the Company during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 13.1;

13.2.2 the Company is given a reasonable opportunity of examining such Goods; and

13.2.3 the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost,

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

13.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in Clause 13.1 in any of the following events:

13.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with Clause 13.2;

13.3.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

13.3.3 the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;

13.3.4 the Buyer alters or repairs such Goods without the written consent of the Company;

13.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

13.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

13.4 Except as provided in this Clause 13, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in Clause 13.1.

13.5 All warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise, including the terms implied by sections 13 to 15 of the Sale of Goods Act 1979) other than those expressly set out in this Contract are excluded from this Contract to the fullest extent permitted by law.

13.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

Viridian Solar Terms and Conditions of Sale

13.7 The Company's reasonable decision as to whether the Goods comply with the warranty in clause 13.1 shall be final.

13.8 Apart from such reimbursement repair or replacement the Company, its employees and agents shall be under no liability to the Buyer or to any third party for any injury, loss or damage of any kind whatsoever, howsoever and wheresoever arising or arisen, and whether direct or indirect, including without limitation any injury, loss or damage arising out of or incidental to:-

13.8.1 any negligence of the Company or of any of its employees or agents (except insofar as such negligence may result in death or personal injury); or

13.8.2 the Company's performance of or failure to perform or breach of any of its obligations, whether express or implied under the Contract or otherwise; or

13.8.3 the supply, installation, repair or maintenance of any of the Goods; or

13.8.4 any defect in any of the Goods; or

13.8.5 any advice given or representation made by the Company or on its behalf; or

13.8.6 any performance of any Services.

13.9 The Company shall not be liable for any claim relating to any breach of warranty, express or implied, brought after the expiry of the Warranty Period.

13.10 The Company shall in no circumstances be liable to the Buyer for any economic loss, loss of profit, loss of business or like loss.

13.11 The Company shall in relation to the Goods and Services have no obligation to the Buyer, either arising by statute or in tort or in contract and whether arising out of any negligence of the Company or any of its employees or agents (and whether under the Contract or under any other Contract), other than the express obligations contained in these Conditions or in any other document expressly incorporated in writing into the Contract. Accordingly, it shall be for the Buyer to insure against any liability arising from the performance of the Services and from its use of the Goods.

13.12 Notwithstanding anything to the contrary herein contained the Company's liability to the Buyer for:-

13.12.1 death or personal injury resulting from the negligence of the Company, its employees or agents; or

13.12.2 any breach of any laws, legislation or regulations of any country in which the Buyer is incorporated, resident or carries on business and which cannot legally be limited or excluded;

shall not be limited save that nothing in this clause 13 shall confer a right or remedy upon the Buyer to which the Buyer would not otherwise be entitled.

13.13 The provisions of this clause 13 shall survive any termination of the Contract.

13.14 The exclusions from and limitations of liability set out in this clause 13 shall be considered severably. The validity or unenforceability of any one clause, sub-clause, paragraph or sub-paragraph of this clause 13 shall not affect the validity or enforceability of any other part of this clause 13.

14. WEEE

The Buyer shall:

14.1 be responsible for arranging and financing the collection, treatment, recovery

V 1.04 15/11/2019

and environmentally sound disposal of all WEEE arising or deriving from the Goods;

14.2 comply with all additional obligations placed upon the Buyer by the WEEE Regulations by virtue of the Buyer accepting the responsibility set out in clause 14.1; and

14.3 provide the Company's WEEE compliance scheme operator with such data, documents, information and other assistance as such scheme operator may from time to time reasonably require to enable such operator to satisfy the obligations assumed by it as a result of the Company's membership of the operator's compliance scheme.

15. INDEMNITY

15.1 If any process is to be applied to the Goods or the Services by the Company in accordance with a specification or direction (as the case may be) submitted by the Buyer, the Buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement or alleged infringement of any intellectual property rights of any other person which results from the Company's use of the Buyer's specification or from the Company complying with the Buyer's direction as the case may be.

15.2 Where the Buyer uses the Goods or the Services:-

15.2.1 in the manufacture, supply or distribution of any other goods; or

15.2.2 in the provision of a service;

then the Buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in respect of such use by the Buyer arising out of the manufacture, supply or distribution of those other goods or the provision of that service.

15.3 The Buyer shall indemnify and hold harmless the Company from and against all loss, damages, costs and expenses awarded against or incurred by the Company in respect of:-

15.3.1. any liability which the Company may incur as a result of a claim against the Company by a third party to whom the Buyer has supplied any Goods for loss or damage of any nature whatsoever suffered by that third party including but not limited to any claim under Part 1 of the Consumer Protection Act, 1987;

15.3.2 any warranty howsoever given by the Buyer to a third party; and

15.3.3 any loss caused by the Goods during transit.

16. FORCE MAJEURE

The Company shall have no liability whatsoever for any failure to perform, or for any delay in the performance of any of its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control.

17. NOTICES

17.1 Any notice required to be given in writing under the Contract shall be given either by fax to its main fax number, by first class post or other next working day delivery, by any international postal delivery service or

by commercial courier addressed to the registered office of the party for which it is intended. Any notice shall be deemed to have been received: if sent by fax at 9.00 am on the next business day after transmission; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting, , if sent by international postal delivery service at 9.00am on the fifth Business Day after posting or if sent by commercial courier at the date and time recorded by the courier service.

17.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. GOVERNING LAW

This Contract shall be governed by the law of England and subject to the exclusive jurisdiction of the English Courts.