



TERMS AND CONDITIONS

STANDARD CONDITIONS OF SALE

THE CONTRACT

1. (A) These conditions shall apply to all contracts for the sale of goods and services rendered between the seller and the buyer unless otherwise specifically agreed in writing between the seller and the buyer. The term contract applies to contracts verbal, written and implied.

(B) Notwithstanding any prior agreement, arrangement or discussion no contract for the sale of the goods or services provided the subject of this contract ("the goods") shall be concluded until the seller has issued a written acceptance of the Buyer's order for the Goods.

(C) The Buyer's order and the seller's written acceptance of it together with these Conditions shall alone constitute the contract for the sale of the Goods ("the contract") and no other condition or warranty, whether express or implied statute or otherwise shall form any part of the contract and no variation of the contract shall be effective unless agreed in writing between the Seller and the Buyer. The signing by the Seller of any of the Buyer's documentation does not imply a modification of these conditions shall prevail.

(D) The Buyer may not cancel this contract without the consent in writing of the Seller, which may impose such terms as to compensation and indemnity as a condition of such consent as it thinks fit. The Buyer may not assign this contract without the written consent of the Seller which the Seller shall be entitled in its absolute discretion to refuse.

(E) The specification and description of the Goods appearing in any quotation of the seller is given for the purpose of identification only and shall not be deemed to constitute the sale of the Goods as a sale by description and the Buyer acknowledges that it is not purchasing the Goods in reliance on any description herein or any other statement or representation which may have been made by the Seller or another third party. All descriptions and illustrations contained in any of the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general ideal of the Goods described therein and nothing contained in any of them shall form any part of this contract. Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer. It is hereby agreed that such a sample was so exhibited and inspected solely to enable the Buyer to judge for itself the quality of the Goods and not so as to constitute a sale by sample under this contract. Examination of the components or articles comprised in the Goods shall be deemed to have been made by or on behalf of the Buyer prior to this contract.

PRICE

2. (A) The price shall be exclusive of V.A.T. and shall be ex U.K. warehouse unless otherwise stated. The Buyer shall pay for all delivery, carriage. Insurance and special packaging costs. Carriage shall be by carrier nominated by the Buyer or in the absence of such nomination by carrier selected by the Seller.

(B) (i) The prices for the Goods quoted by the Seller are not firm and the Seller reserves the right to increase or decrease such prices without notice, except where the Seller has expressly stated in writing that a price is firm and during what period the price will be held firm.

(ii) The Seller further reserves the right to impose a Foreign Exchange Surcharge in addition such prices to take account of changes in the rate of exchange between sterling and the relevant foreign currency of the territorial origin of the goods which result in a depreciation in the value of sterling from the rate of exchange applicable at the date upon which a quotation for the Goods shall have been provided and upon which rate of exchange such a quotation shall have been based. Such Foreign Exchange Surcharge shall be calculated as at the date of the order acceptance by the Seller and contemporaneously with the order acceptance the Seller shall inform the Buyer of the amount thereof.

(C) In the event that the price is expressed in sterling and payment is not made within 30 days after invoice date in accordance with condition 3 (A) hereof then the price shall be increased to take account of any change in the rate of exchange between sterling and the relevant foreign currency of the territorial origin of the goods which results in a depreciation in the value of sterling. The price shall be increased so that if the said rate of exchange has altered against sterling on the last business date preceding the date of the final settlement the price shall be

increased to reflect such alteration. The rate of exchange shall be that prevailing in London on the said last business date preceding the date of final settlement as shown in the Financial Times or at the option of the Seller as determined by the Seller's bankers.

PAYMENT

3. (A) Payment is to be made in net Sterling (or U.S. Dollars) in England within 30 days after invoice date. The Seller may in his acceptance of the Buyer's order stipulate payment in advance of delivery and the Buyer shall be deemed in making his order to have consented to any such stipulation forming part of the contract. If the Buyer shall fail hereby to pay any monies owing to the Seller, the Seller shall (without prejudice to any other rights of the Seller) be entitled to charge interest on the monies overdue at the rate of 3% per annum above the base rate for the time being of Lloyds TSB Bank plc, and to withhold delivery of any other goods ordered by the Buyer until the Buyer shall have paid in full the monies overdue and interest as foresaid.

(B) If the Buyer fails to make payment (or part payment in advance of Delivery of the Goods where the acceptance of order so provides) or if the Buyer is in default in payment of any monies property assets or commit any act of bankruptcy or (if the Buyer is a company) shall be wound up or go into liquidation (except for the purpose of reconstruction or amalgamation) or if any petition to wind up shall have been passed or presented or if a Receiver shall be appointed then the Seller be at liberty without prejudice to its rights under the contract forthwith by written notice to the Buyer to determine the contract for the sale of all or any part of the Goods.

(C) If the Buyer shall default in any of his obligations to the Seller or commit any breach of the terms of any contract entered into the Seller with the Buyer then the Seller shall have the right to terminate without notice any agreements, arrangements, orders or obligations of any description and invoice the Buyer for any work performed and expense incurred including any loss of profit forthwith and the Buyer shall pay any such invoice so rendered in accordance with the applicable clauses hereof.

(D) Unless otherwise provided in writing, payment for Goods shall be made in full and without any deduction not withstanding any sum due to or claimed or demanded by the Buyer, who shall not exercise any alleged right or equity of set - off, deduction, consolidation of accounts lien, or otherwise withhold payment of the whole of any sum due in respect of the Goods, in the intent that the Seller may without notice to Buyer assign the whole or any part of such sum free from any such alleged right or equity of the Seller whatsoever arising.

DELIVERY

4. (A) Unless otherwise provided in writing delivery shall take place when the Goods are delivered to a Carrier for the purpose of transmission to the Buyer or when the Goods are made available to the Buyer at the Seller's premises for collection by the Buyer.

(B) (i) Property in the goods supplied shall only pass to the Buyer from the date of payment in full of all sums payable to the Seller in respect thereof. Until such time the goods remain the absolute property of the Seller and the Buyer's possession thereof shall be as bailee for the Seller. The goods shall automatically cease to be in the Buyer's possession with the Seller's consent upon the happening of any of the following events:

Payments in full for the goods not being made by the due date;
The presentation of a petition or the passing of a resolution for the winding up of the Buyer;
The commission of an act of bankruptcy by the Buyer.

(ii) The Buyer shall not be entitled to incorporate the goods supplied with other goods so as to form a new product except on condition that such new product shall be the property of the seller, until time as payment in full is made by the Buyer of all sums payable in respect of the goods supplied.

(iii) At any time prior to payment in full for the goods supplied, the Buyer shall, if the Seller so requires, Store the goods or products in which the Seller has retained property under (i) or (ii) hereof in such a way that they are clearly the property of the Seller, and shall allow the Seller to enter its premises and to remove such goods or products from any object to which they may have been affixed and to repossess the same at their entire discretion. Such repossession shall not affect in any way right of action of the Seller against the Buyer.

(iv) Until such time as payment in full is made by the Buyer of all sums payable in respect of the goods supplied, the Buyer shall not be entitled to sell or otherwise transfer the property in any goods or products to which the Seller has retained property under (i) or (ii) hereof to a third party exception on the following conditions.

(a) as between the Seller and the Buyer the Buyer shall be regarded as selling or transferring the goods or products as agent for the Seller but nothing contained in this clause shall have the effect of or be construed as creating any privity of contract between the Seller and the third party;

(b) the Buyer shall if the Seller so requires, assign to the Seller any right of action against the third party in respect of money due for such goods or products;

(c) if the Buyer receives monies for such goods or products the Buyer shall hold such monies in a separate account to identify the same as being the property of the seller;

(d) the Seller will account to the Buyer for any monies received by the Seller pursuant to the provision hereof, to the extent that such monies exceed the sum due for the goods supplied by the Seller to the buyer.

(e) Unless otherwise agreed in writing, risk in the goods shall pass to the Buyer from the time of delivery of the goods by the Seller or its agent or carrier to the Buyer or from the time of collection by the Buyer or its agent or carrier. The Buyer shall insure the goods for their full market value.

(f) Any insurance of the goods in transit before Delivery shall be for the account of the Seller and the Seller shall not arrange and shall not be obliged to arrange any insurance cover for the Goods for any period following Delivery except by special arrangement in writing with the Buyer.

(h) Notwithstanding any other provision hereof, should the manufacture, supply or Delivery of the whole or any parts of the Goods be interrupted, prevented or hindered by any cause or causes whatsoever beyond the Seller's control, the Seller shall be entitled to postpone or suspend Delivery of the Goods or any part thereof until (in the Seller's judgment) such cause has ceased to operate. The Seller shall be under no liability whatsoever, in respect of such postponement or suspension. Without limiting the generality of the causes referred to above the same shall include war, fire, accident, breakdown of plant or machinery, strikes, combinations of workman and lock-outs (whether affecting the Seller's works or those of supplying Contractors or Carriers), non delivery or delay in delivery of materials or any other circumstances of whatsoever nature and not limited to the foregoing, which directly or indirectly interrupts, prevents or hinders the due performance of the Contract.

(i) All delivery dates are estimates only and the Seller shall not be liable for failure to make the Goods available by such dates except where an express guarantee in writing is given by the Seller on the same date as the quotation and /or order form acceptance. Under no circumstances shall the Seller be liable to compensate the Buyer, in damages or otherwise, for non-delivery or late delivery of the Goods or for any loss, consequential or otherwise, arising there from.

(j) The Seller shall be permitted to charge for storage and other expenses at its discretion in the event that delivery is not accepted in the specified period.

EXTENSION OF BENEFITS

5. The Seller will use its best endeavours to extend to the Buyer the benefit of any guarantee condition or warranty which may have given to the Seller by any manufacturer or vendor or otherwise implied in favour of the Seller provided always that the Goods are not being sold by the Seller with or subject to any condition or warranty express or implied by statue description or otherwise and all such conditions and warranties are hereby expressly excluded save for any warranties that may be imposed upon it by statue and so that the terms of any such guarantee condition or warranty given by the manufacturer is only extended to the buyer on terms that the Buyer fully indemnifies the Seller against all costs, claims, damages and expenses incurred or to be incurred in connection with the enforcement thereof.

LIABILITY OF THE SELLER

6. (a) Any liability of the Seller to the Buyer shall in no circumstances whatsoever exceed the total purchase price for the Goods.

(b) The Seller shall not be liable for any damage or expense whether consequential or otherwise for any personal injury loss or claim of whatever kind and howsoever caused arising from defects in any of the components or articles comprised in the Goods, or through non-compliance with health or safety regulations in any area so that non conditions guarantees or warranties express or implied are provided in respect thereof.

(c) The Seller shall not be liable for any compensation for the downtime of systems or for recompense for loss of grants or tariffs.

PATENT INDEMNITY

7. No representation, warranty or indemnity is given by the Seller that the sale or use of the Goods does not infringe any Letters Patent, Trade Marks, Registered Designs, Copyright or other industrial rights and in this respect the Buyer shall take such title to the Goods as the Seller has.

ARBITRATION

8. Any dispute or difference arising out of the contract shall, if the Seller so elects by the notice in writing to the Buyer, be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within fourteen days of the receipt by the Buyer of such notice as aforesaid, of some person appointed by the president for the time being of the Law Society of England and Wales and upon the giving of such notice this shall be deemed to a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

APPLICABLE LAW

9. The contract shall be governed by read and construed and take effect in all respects in accordance with the Laws of England and the Buyer hereby submits to the jurisdiction of the English Courts for the purpose but that the Seller may enforce this Contract in any part of the World.

NOTICE

10. Any notice given under or pursuant to this Contract may be sent by hand or by post or by registered post or by recorded delivery service or transmitted by telex, telegram or other means or telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown at the beginning of this Contract or such other address as the party may by notice to the other have substituted therefore shall be deemed validly and effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

DATA COLLECTION AND ANALYSIS

11. Solar Energy Alliance will endeavour to ensure that the results of any data, information collection and analysis services are accurate, however any data or analysis results are not supplied as evidence of the commercial viability, or otherwise, of any proposed project or as a guarantee that such conditions as are revealed by the data will necessarily pertain in the future. Any data, information collection or analysis services provided by Solar Energy Alliance does however purport to be accurate for the place and period specified within the recognised limits of the equipment and procedures used.

RETURNS AND HANDLING CHARGE

12. No returns are permitted without our prior consent. To be eligible for a credit or refund, goods must be returned to Solar Energy Alliance in an unused condition, apart from any possible damage caused by a fault in the equipment itself, within 30 days of the invoice date stating the relevant invoice number. The cost of carriage and handling for the returned goods shall be borne by the Client.



COPYRIGHT

13. Copyright on all documents (including drawings, handbooks and software) supplied to the Client shall at all times remain vested in Solar Energy Alliance and neither they nor their contents may be used without express written consent of Solar Energy Alliance for any purpose other than that for which they were supplied.

TERMINATION OF CONTRACT

14. If the Client shall be in breach of or fail to fulfil any provision of this or another contract with Solar Energy Alliance, or suffer distress or execution, or commit an act of bankruptcy, make an arrangement with creditors, or go into liquidation (except for amalgamation or reconstruction), or have a receiver appointed, Solar Energy Alliance may (without prejudice to any other claim or remedy) forthwith suspend performance of, or terminate, the contract by written notice and shall be entitled to payment for goods and services already delivered and work in progress.

RISK AND TITLE

15. Except when specifically agreed otherwise, delivery shall take place at Solar Energy Alliance premises and risk in any goods supplied shall pass forthwith on delivery. Legal and beneficial ownership of all goods sold by Solar Energy Alliance shall remain vested in Solar Energy Alliance until payment has been received in full in respect of (i) the full invoice price for the goods in question and any related services, and (ii) all sums due from the Client to Solar Energy Alliance in any connection whatever, and until such time the Client must keep those goods distinct from its own property, and must not purport to sell or otherwise transfer legal or beneficial ownership of them. Until ownership has transferred to the Client, the Client has full licence to make use of the goods in its business, but at any time at which payment of (i) the invoice relating to those goods and (ii) any other invoice is late for payment, or that the Client is subject to any form of insolvency or to any debt recovery action or occurrence (save for litigation defended by the Client and not yet the subject of a judgement), then Solar Energy Alliance may without notice recover possession of the goods. For this purpose the Client hereby irrevocably licences Solar Energy Alliance and its agents to enter upon the Client's property and (as far as reasonably necessary) to disassemble any machinery or materials, undertakes to obtain equivalent licences for any third party on whose property the goods will be sited and agrees to indemnify the failure to obtain such licences, or otherwise from Solar Energy Alliance's recovery of the goods in accordance with this clause.

THE CLIENT

14. The Client agrees that on entering into a contract with Solar Energy Alliance the Client accepts that the only terms and conditions of sale governing the contract are the standard terms and conditions of sale herein stated.

Solar Energy Alliance., May 2011