

Solar PV System Design and Installation

STANDARD TERMS AND CONDITIONS

1. PROPOSAL and TERMS and CONDITIONS

1.1 The Proposal and these Terms and Conditions will form a binding contract between the Parties. Before signing, please read them carefully and check that you understand them, that they contain everything that you have agreed to and nothing that you are not prepared to agree to.

2. PROPERTY OWNERSHIP

2.1 The Parties enter into the Contract on the strict understanding that the Customer is the legal owner of the Property or is duly organised and empowered to contract in relation to the Property.

2.2 The Contractor reserves the right to verify ownership of the Property.

3. INSTALLATION

3.1 Contractor will provide and ensure the installation of the System detailed in the Proposal and carry out the work as specified.

3.2 It is agreed that the Contractor may make minor modifications to the system specification providing there is no reduction in generation potential.

3.3 It is not a condition of this Contract that the Installation is undertaken on the scheduled date or dates. It is understood that all reasonable efforts will be used to carry out the Installation on the date scheduled. If a change is necessary, Contractor will contact Customer in a timely manner to rearrange.

3.4 If Customer needs to change the date for the Installation, Customer must inform Contractor as soon as practicable.

3.4.1 Contractor will be able to claim from Customer, all costs and / or losses Contractor reasonably incurs as a result of such a deferral.

3.5 The Contractor will have no Liability for any delay in Installation due to factors beyond Contractor's control including delays occurring due to applications / granting of permissions / consents and / or adverse weather conditions.

3.6 Contractor will use reasonable efforts to minimise the amount of dust and other debris that is caused during the Installation and will advise Customer about the areas which are likely to be affected.

3.6.1 Customer is responsible for ensuring that their possessions are suitably protected and / or moved from the areas where the work is being undertaken and dust or debris is likely to spread.

3.7 Following completion of the Installation, Customer will be asked to sign the Job Completion Form to confirm that the Installation has been completed and that System operation and maintenance has been explained.

4. QUOTATION , VARIATIONS, PAYMENT and TITLE

4.1 The price quoted in the Proposal is valid for 30 days from date of issue after which it is subject to change to take account of changes in exchange rates, supplier prices, other costs or other impacting factors.

4.2 Where variations to the system are agreed, Contractor will re-price and issue a revised Proposal which will then form part of the contract.

4.2.1 Should Customer request changes or additions to the System, available variation options will be detailed by Contractor.

4.2.2 If a variation is required to the specification of the System due to building fabric issues, this will be highlighted and available variation options detailed by Contractor to Customer.

4.2.3 If Contractor identifies significant technical problems which make the satisfactory Installation of the System materially more difficult than originally anticipated, such items will be highlighted and available variation options detailed by Contractor to Customer.

4.2.4 If it is identified that it may be unsafe to complete the installation, Contractor reserves the right to cancel this Contract in accordance with Clause 9.

4.3 The Contract price is payable in stages detailed in the Proposal and each stage payment must be complete before the subsequent stage of work will be undertaken.

4.4 Contractor reserves the right to add interest at the rate of 4% above the Irish base rate calculated on a daily basis on any payment overdue by 30 days or more.

4.5 The Deposit is forfeited to the Contractor if this Contract is terminated as a result of Customer's default.

4.6 Legal and beneficial ownership of all system parts and other material shall remain with the contractor and will not pass to the Customer until all amounts owing under the contract have been paid..

5. ACCESS

5.1 Customer agrees to provide access as necessary at all reasonable times, including at weekends and on bank holidays, to the property to enable work related to the installation to be carried out and completed. This includes delivery of parts and material, Installation, snagging, work under warranty and performance review.

5.2 Customer agrees to ensure that the Property is kept clear from obstacles and obstruction at times when this work is being undertaken.

5.3 Customer agrees to permit, without charge, access to an appropriate electricity supply on site.

6. CUSTOMER RESPONSIBILITIES

6.1 In addition to the foregoing, Customer is responsible for the following prior to and during the Installation.

6.1.2 Ensure that any co-owners have consented to the installation.

6.1.2 Where required, obtain explicit authorisation, consents and / or approvals

6.1.3 Obtain any necessary planning permissions.

6.1.4 Ensure that there are no legal restrictions in relation to the Property.

6.1.5 Provide the Contractor with any information about the Property that is relevant to the Installation and ensure that any information given is accurate and complete.

6.1.6 Prepare the Property, at your own cost, to enable access for the purpose of carrying out the Installation. This includes completing any reasonable instructions in respect of the Property to make sure the Installation can be carried out.

6.2 Customer will adhere to all site safety notices, instructions and restrictions.

6.3 Customer is responsible for ensuring that their possessions are suitably protected and / or moved from the areas where the work is being undertaken and dust or debris is likely to spread.

6.3 In the event that any work is carried out at the Property before all necessary permissions, approvals and / or consents have been obtained (except those that the contractor has agreed in writing to obtain), then it will be entirely at the Customer's risk and customer will be responsible for, and contractor will be able to claim from customer, all costs and / or losses contractor reasonably incurs as a result of so doing.

6.4 Following installation, Customer is responsible for ensuring all external factors on which the system relies remain in place and unchanged. This includes factors like Wi-Fi.

7. GUARANTEES and WARRANTIES

7.1 The installation is guaranteed for five (5) years from the date of installation against faulty workmanship. This includes the repair of any damage caused as a direct result of the installation.

7.1.1 During this period, the contractor will make repairs free of charge provided that:

- a. The system has been in normal use and operation, operated in accordance with operating instructions provided and has not been altered, modified or tampered with other than by a repair engineer authorised by contractor.
- b. The defect has been notified in writing to the contractor within ten (10) days of the fault developing or becoming apparent.
- c. Repairs have not been attempted other than by a repair engineer authorised by contractor.

7.1.2 The contractor endeavours to but is not bound to rectify any fault within 7 days of notification.

7.2 The above guarantees are given in addition to all customers rights under common law and statute.

7.3 As part of normal documentation, Customer will be provided with details of the relevant warranties relating to system parts.

7.4 Customer must use reasonable efforts to give written notice of damage within 90 days of the completion of the Installation (or if any damage is hidden from view, within 90 days of the time when Customer becomes aware of it); and

7.4.1 Customer must give Contractor a reasonable opportunity to repair any damage caused to the Property.

7.5 The repair, replacement or part refund of the system or any component therein does not cause the beginning of new guarantee or warranty terms.

7.6 The contractor accepts no liability for any loss arising from the system being inoperative due to fault or system failure.

7.7 The contractor accepts no liability for any loss arising from variances between the estimated performance of the system outlined in the Proposal and operational system performance.

8. RIGHT TO CANCEL

8.1 Customer has the right to cancel this Contract within 14 days from contract signing if you so wish and this right can be exercised by delivering or sending specific notice of cancellation to the Contractor's address.

8.1.1 Where contractor has agreed to complete the installation within 14 days from contract signing or where cancellation is within 10 days of the scheduled installation date, all or part of the Deposit may be withheld to allay losses or costs incurred as a result of such cancellation.

8.1.2 Should written cancellation be received from customer after the 14 day period, all or part of the deposit may be withheld at the discretion on the contractor to allay losses or costs incurred.

8.2 Contractor may cancel this Contract and any other Contract between the parties, without further liability, by writing to you and setting out the reasons where:

- a) Customer fails to do any of the things you need to do under the Contract which prevent Contractor from carrying out the Installation or makes the Installation more difficult to carry out; or
- b) Contractor discovers anything while the installation is being undertaken that prevents the installation progressing or makes it unsafe to install the system.

8.3 Should Contractor cancel the contract for any of the reasons laid out in 9.2, all or part of your deposit may be forfeit at the discretion of the company.

9. PERSONAL INFORMATION

9.1 Contractor will use Customer's contact information to personalise communications and to inform of company products, services and offers that may be of interest.

9.2 If Contractor sells their business and /or assets, information provide by Customer may be transferred to any purchaser(s) of the business and/or assets.

9.3 If Customer does not consent to their information being used for these purposes, please write to The Data Controller, SQ9 SOLAR Ltd, Guinness Enterprise Centre, Taylors Lane, Dublin 8.

10. LIMITS OF LIABILITY

10.1 Contractor will not be liable to Customer if Contractor is prevented or delayed from complying with contract obligations by anything Customer or anyone acting on Customer's behalf does or fails to do.

10.2 Contractor will have no Liability for any Liability caused or contributed to by continued use of the System by Customer after any defect and/or damage to the System has become apparent or suspected or should reasonably have become apparent.

10.3 Contractor will have no Liability to Customer for any Liability neither party could foresee at the date of this Contract.

10.4 Customer will give Contractor a reasonable opportunity to remedy any matter for which Contractor is liable before Customer incurs any costs and/or expenses in remedying the matter by other means. If Customer does not do so Contractor shall have no Liability to Customer for that matter.

11. EVENTS OUTSIDE OF THE CONTROL OF THE CONTRACTOR

11.1 Contractor will not be Liable or responsible for any failure to perform, or delay in performance of, any of their obligations under these terms and conditions that is caused by a Force Majeure event.

11.1.1 Contractor's obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues and Contractor will have an extension of time, for the duration of that period, to perform these obligations.

12.0 GENERAL

12.1 Nothing in this Contract shall exclude or limit any of Customer's statutory rights which may not be excluded or limited due to acting as a consumer.

12.2 The Contract constitutes the whole agreement between the Customer and Contractor for the provision of the Installation and supersedes any other terms and conditions previously published by Contractor, and any other representations or statements made by Contractor to Customer, whether oral, written or otherwise, are excluded.

12.3 Contractor may, at any time, assign and transfer or sub-contract all or any of their rights and obligations under this Contract to another person or organization, but this will not affect Customer's rights under this Contract.

12.4 No relaxation or delay by Contractor in exercising any right or remedy under these terms and conditions will operate as a waiver of that right or remedy or affect their ability to subsequently exercise that right or remedy. Any waiver must be agreed in writing.

12.5 Contractor may correct any typographical error or omission in any documentation supplied including but not limited to these terms and conditions and the Proposal without any Liability provided that, if the correction has a material impact on the System and / or the works provided or the price Customer pays, then Contractor will inform Customer as soon as possible and offer the option to cancel this Contract.

12.6 This Contract and any dispute arising out of it (including any non-contractual disputes or claims) shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

12.7 The copyright, design right and all other intellectual property rights in any goods and materials and other documents or items provided by Contractor shall belong to SQ9 SOLAR Ltd absolutely. Documents so provided may not be used or reproduced, in whole or in part, for any purpose.
