

TERMS AND CONDITIONS

The Quotation and these Terms and Conditions together form our contract with you and are binding on SQ9 Solar Ltd and you. 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.

1. INTERPRETATIONS and DEFINITIONS

The definitions in these terms and conditions apply to the terms and conditions throughout this document.

“**Client**”, “**you**” or “**your**” means the **property** owner or appropriately authorised person who contracts with us to undertake the **installation**.

“**Company**”, “**our**”, “**we**” or “**us**” means SQ9 SOLAR Ltd.

“**Completion**” means the conclusion of the **Installation** of the **system** at the **property**. It includes the demonstration to you of the operation of the **system** in accordance with the **Quotation**.

“**Contract**” means the contract that is formed between **you** and **us** in relation to the **Installation** of the **system** detailed in the **Quotation**. This **Contract** incorporates the Terms and the Conditions and the **Quotation** duly signed by you as accepted.

“**Deposit**” means the sum specified as the deposit in the **Quotation**.

“**Deposit Confirmation**” is the letter or e-mail from us to you to confirm that we have received your **Deposit**.

“**Force Majeure Event**” means any event outside our reasonable control.

“**Installation**” means the installation of the **System** defined in the **Quotation**.

“**Job Completion Form**” the form provided by **us** to be signed by **you** to confirm that the Installation has been completed, the System has been commissioned and we have explained:

- a) How the System operates and
- b) How the System should be maintained.

“**Liability**” means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.

“**Party**” means either **you** or the **Company**.

“**Property**” means the property stated in the **Quotation** at which the **Installation** is to be carried out.

“**Quotation**” means a written quotation for the installation of the **System**.

“**Survey**” means the **Company**’s survey as to the suitability or otherwise of the **Property** for the **installation** of the **system** as stated on the **Quotation**.

“**System**” means the system agreed to be installed by us at your **Property** as set out in the **Quotation**. This includes required fabrication or enabling construction work relating to the Installation that we agree to undertake.

“**Work**” means any services and / or work to be performed by **us** for **you**.

“**Writing**” or “**written**” includes letters, faxes and e-mail.

2. PROPERTY OWNERSHIP

2.1 **We** enter into the **Contract** on the strict understanding that you are the legal owner of the **Property** or are duly organised and empowered to contract in relation to the **property**.

2.2 **We** reserve the right to verify ownership of the **Property** and you agree that, if requested by us to do so, you will co-operate with these enquiries to include but not limited to providing all such information and /or documentation **we** may require in order to verify ownership of the **Property**.

3. INSTALLATION

3.1 **We** will provide and install the **System** detailed in the **Quotation** and carry out the work as specified on this and on related continuation sheets.

3.2 It is agreed that **we** 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 we must undertake the Installation on the scheduled date. It is understood that we will use reasonable efforts to carry out the Installation on the date scheduled. If a change is necessary we will contact you in a timely manner to rearrange.

3.4 If you need to change the date for the Installation you must inform us as soon as practicable.

3.4.1 We will be able to claim from you, all costs and / or losses we reasonably incur as a result of such a deferral.

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

3.6 **We** will have no **Liability** for any damage to your Property or for any delays caused by any works that you have arranged yourself.

3.7 **We** will use reasonable efforts to minimise the amount of dust and other debris that is caused during the **Installation** and we will advise you about the areas which are likely to be affected

3.7.1 **You** are responsible for ensuring that **your** possessions are suitably protected and / or moved from the areas where the work is being undertaken and dust or debris is likely to spread.

3.8 Following **completion** of the **Installation** we will ask you to sign the **Job Completion Form** to confirm that the Installation has been completed and that you have been told how the System operates and should be maintained.

4. QUOTATION , VARIATIONS, PAYMENT and TITLE

4.1 The price quoted in the Quotation is valid for 30 days from 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, we will re-price and issue a revised **Quotation** which will then form part of the **contract**.

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

4.2.2 If we identify that a variation is required to the specification of the System due to building fabric issues, such items will be highlighted to you and available variation options will be detailed to you.

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

4.2.4 If we identify that it may be unsafe to complete the **installation**, we reserve the right to cancel this **Contract** in accordance with Clause 8.

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

4.4 **We** will accept payment by bank transfer, Credit / Debit card (over the phone), bank draft or personal / company cheque.

4.5 We reserve 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.

4.6 The Deposit is forfeited to the **company** if this **Contract** is terminated as a result of your default.

4.7 It is agreed that ownership of the **system** parts and material shall not pass until the **Client** has paid all amounts owing under the **contract**.

5. ACCESS

5.1 **You** agree 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 **You** agree to ensure that the **Property** is kept clear from obstacles and obstruction at times when this work is being undertaken.

5.3 **You** agree to permit, without charge, access to an appropriate electricity supply on site.

6. CLIENT RESPONSIBILITIES

6.1 In addition to the foregoing, **you** are responsible for the following prior to and during the **Installation**.

You must:

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 any information about the **Property** that is relevant to the **Installation** and ensure that any information you give us is accurate and complete.

6.1.6 Make sure that you prepare the **Property**, at **your** own cost, to enable **us** to have access for the purpose of carrying out the **Installation**. This includes completing any reasonable instructions we give you in respect of the **Property** to make sure we can carry out the **Installation**.

6.2 **You** are responsible for ensuring that **your** 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 we carry out any work at the **Property** before all necessary permissions, approvals and / or consents have been obtained (except those that **we** have agreed in writing to obtain), then **we** shall do so entirely at **your** risk and **you** will be responsible for, and **we** will be able to claim from **you**, all costs and / or losses **we** reasonably incur as a result of **us** so doing.

7. GUARANTEES and WARRANTIES

7.1 As part of normal documentation, you will be provided with guarantees from the Company to cover the materials and labour of the Installation and details of the relevant warranties relating to system parts.

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

7.5 The **installation** labour is guaranteed for 12 months and includes the repair of any damage caused as a direct result of the **installation**. The **company** endeavours to but is not bound to rectify any fault within 7 days of notification.

7.5.1 You must use reasonable efforts to give written notice of the 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 you become aware of it); and

7.5.2 You must give us a reasonable opportunity to repair any damage caused to the **Property**.

7.6 Where relevant, the **client** must claim warranty performance by sending a letter outlining the cause of the claim to the **company** by recorded post. The **company** will confirm its receipt of such notice, in writing, and will endeavour to send an engineer to make an initial inspection within 7 days of receipt of the notice.

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

7.8 The **company** accepts no liability for any loss arising from the **system** being inoperative due to fault or system failure.

7.9 The **company** accepts no liability for any loss arising from variances between the estimated performance of the system outlined in the Proposal and Quotation and operational system performance.

8. RIGHT TO CANCEL

8.1 **You** have a 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 company address.

8.1.1 Where we have agreed to complete the installation within 14 days from contract signing or where cancellation is within 10 days of the scheduled installation date, part of the Deposit may be withheld to allay losses or costs incurred.

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

8.2 We 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) You fail to do any of the things you need to do under the **Contract** between us which prevent us from carrying out the **Installation** or makes the **Installation** more difficult to carry out; or
- b) We discover anything while we are carrying out the **Installation** that prevents us from carrying out the **Installation** or makes it unsafe to install the **system**.

8.3 Should we cancel the contract for any of the reasons laid out in 8.2, all or part of your deposit may be forfeit at the discretion of the company.

9. YOUR PERSONAL INFORMATION

9.1 **We** will use your contact information to personalise our communications with you and to inform you of **Company** products, services and offers we think may be of interest to you. We may contact you by post, e-mail or telephone for these purposes if you have provided this information.

9.2 If we sell our business and/or assets, we may transfer information you have provided to us to any purchaser(s) of our business and/or assets.

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

10. LIMITATION OF LIABILITY

10.1 **We** will not be liable to **you** if **we** are prevented or delayed from complying with our obligations under the **Contract** by anything **you** or anyone acting on your behalf does or fails to do.

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

10.3 **We** will have no **Liability** to you for any **Liability** neither **you** nor **we** could foresee at the date of this **Contract**.

10.4 **You** will give **us** a reasonable opportunity to remedy any matter for which we are liable before **you** incur any costs and/or expenses in remedying the matter yourself. If **you** do not do so **we** shall have no **Liability** to you for that matter.

11. EVENTS OUTSIDE OF OUR CONTROL

11.1 We will not be **Liabe** or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by a Force Majeure Event.

11.2 Our obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues and we 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 your statutory rights which may not be excluded or limited due to acting as a consumer.

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

12.3 **We** may, at any time, assign and transfer or sub-contract all or any of our rights and obligations under this **Contract** to another person or organization, but this will not affect your rights under this **Contract**.

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

12.5 **We** may correct any typographical error or omission in any documentation we supply to you including but not limited to these terms and conditions and the Quotation without any **Liability** on our part provided that, if the correction has a material impact on the **System** and / or the works we provide or the price you pay, then we will inform you as soon as possible and offer you 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 **us** shall belong to SQ9 SOLAR Ltd absolutely. Documents so provided may not be used or reproduced, in whole or in part, for any purpose.