

Heart Windows Limited (Trading as Heart Solar)

Standard Terms & Conditions of Sale

Terms and conditions sales of Goods and Services by Heart Windows Ltd T/A (Heart Solar)

The customer's attention is drawn in particular to the provisions of clause 10.

1. DEFINITIONS

1.1 In these Conditions, the following definitions apply:

Amended Specification: a specification which has been provided, changed or developed by or on the instructions of the Customer.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Checklist: Heart Solar schedule of required information.

Conditions: the terms and conditions set out in this document as amended from time to time by Heart Solar

Contract: the contract between the Heart Solar and the Customer for the sale and/or supply of the Goods and/or Service by Heart Solar in accordance with these Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Heart Solar.

Delivery Date: the date specified in the Order Confirmation for delivery of the Goods or the performance of the Services (as appropriate) or if none is specified the day on which Heart Solar notifies the Customer that the Goods are ready for delivery or collection or the Services to be performed.

Force Majeure Event: an event or circumstance beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Group: means Heart Solar any holding company of Heart Solar, a holding company of Heart Solar and/or any entity of which Heart Solar or a holding company of Heart Solar owns (directly or indirectly) thirty per cent (30%) or more of the issued share capital.

"Intellectual Property Rights" means all intellectual property and/or industrial rights, including (but not limited to) patents, trademarks, registered designs, copyright, database rights, design rights (including (but not limited to) those existing in semiconductor topographies, computer hardware and/or software, case designs and spread sheets), moral rights, know-how, confidential information, and any similar rights anywhere in the world or any applications for any of the above, whether existing at the date of this Agreement or created thereafter.

Order: the Customer's order for Goods and/or Services.

Order Confirmation: Heart Solar written acceptance of an Order.

Services: the services (or any part of them) set out in the Order.

"Price": the price to be paid by the Customer for the Goods and/or Services.

Specification: the specification for the Goods and/or Services provided by Heart Solar.

Heart Solar: Heart Windows Ltd T/A(Heart Solar) Company Reg NO. 13895745 122 Woodstock Road Witney OX28 1DY.

In this Contract: a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision; any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to "writing" or "written" includes emails.

2. CONTRACT

2.1 These terms and conditions ("Conditions") shall apply to all Contracts between Heart Solar ("Heart Solar") and the Customer for the sale of Goods and/or supply of Services to the Customer by Heart Solar and are to the express exclusion of any other terms that the Customer seeks to impose or incorporate (under any purchase order, confirmation of order or otherwise), or which are implied by trade, custom, practice or course of dealing.

2.2 The Contract constitutes the entire agreement between the parties relating to its' subject matter. The Contract incorporates the Order. The Customer acknowledges that it has not relied on any statement, promise, representation, advice, assurance or warranty made or given by or on behalf of the Heart Solar which is not set out in writing in the Contract and signed by an authorised representative of Heart Solar.

2.3 Any samples, drawings, descriptive matter, or advertising issued by the Heart Solar and any descriptions, details or illustrations contained in Heart Solar catalogues or brochures are issued for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract nor have any contractual force.

3. QUOTATIONS & PROPOSALS

3.1 A proposal and/or quotation issued by Heart Solar does not constitute an offer and is not legally binding. A proposal and/or quotation shall be valid for a period of twenty (20) Business Days from its date of issue (unless otherwise specified in writing by Heart Solar).

3.2 The Customer must include details of the relevant quotation and/or proposal in the Order.

4. ORDERS

4.1 Each Order made by the Customer constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the details of the Order and any applicable Amended Specification submitted by the Customer are complete and accurate.

4.2 If required by Heart Solar all Orders must be accompanied by a Checklist fully and accurately completed by the Customer, together with full details of all delivery, access requirements and/or constraints and site details.

4.3 No Order shall be binding on Heart Solar until it has been accepted by Heart Solar, at which point the Contract shall come into existence. Acceptance of the Order by Heart Solar shall be deemed to occur upon Heart Solar issuing an Order Confirmation or (if earlier) upon the earliest in time of Heart Solar commencing manufacture of, ordering in or apportioning Goods or samples to the Customer's order, or commencing the performance of the Services or the dispatch of Goods to the Customer.

- 4.4 The quantity and type of Goods and/or Services ordered shall be as set out in the Order Confirmation (if there is one) or in the Order if there is no Order Confirmation. If there is any discrepancy between the Order and the Order Confirmation the Order Confirmation shall prevail. In the event that there is any discrepancy between the Order and the Order Confirmation the Customer shall be deemed to have accepted the Order Confirmation unless it has notified Heart Solar of the discrepancy within 24 hours of the issue of the Order Confirmation.
- 4.5 Once accepted an Order may only be varied, suspended or cancelled with the express agreement in writing of Heart Solar (such agreement to be in the absolute discretion of Heart Solar).
- 4.6 Prior to Heart Solar acceptance of the Order the Customer shall provide to Heart Solar full and accurate information, access, facilities and such other assistance as is necessary and/or relevant for the proper supply of the Goods and/or Services and/or have been requested by Heart Solar. It is the Customer's responsibility to ensure that all such information is complete and correct.

5. GOODS & SERVICES

- 5.1 The Goods and Services are generally described in the Heart Solar, website and/or other documents, such descriptions are intended for general purposes only and are not binding.
- 5.2 The Specification of the Goods shall be that provided by Heart Solar. Unless otherwise agreed in writing by Heart Solar no other specification, description or requirements shall apply to the Goods or Services.
- 5.3 If the Customer requires an Amended Specification the Customer accepts full responsibility for the Amended Specification and the relevant Goods and/or Services, accepts that they are fit for purpose and accurately, fully meet the Customer's requirements and warrants that they do not (and will not cause) infringe the intellectual property rights or other rights of any third party and comply with all relevant laws and regulations and clause 14 shall apply.
- 5.4 Heart Solar reserves the right to amend the specification of Goods and/or Services if required by any applicable statutory or regulatory requirements.
- 5.5 Services shall be performed in accordance with the details, dates and at the location (if any) specified in the Order Confirmation. Time shall not be of the essence.
- 5.6 All Intellectual Property Rights in (and relating to) the Goods and Services are owned by Heart Solar and Heart Solar shall own all Intellectual Property Rights created by Heart Solar (or on its' behalf) in the performance of the Contract or otherwise, including all Intellectual Property Rights relating to or in Goods and Services which have been supplied according to an Amended Specification.

6. DELIVERY

- 6.1 Unless otherwise stated on the Order Confirmation, goods will be available for collection or delivered by a carrier service chosen by Heart Solar. Deliveries made to the location specified in the Order Confirmation (**Delivery Location**).
- 6.2 Delivery of Goods shall take effect upon the earlier in time of when the Goods are loaded ready for dispatch or collection from Heart Solar premise. If delivered the carriers' terms and conditions will apply (a copy is available upon request). The Customer agrees that Heart Solar shall have no obligations under the Sections 32(2) and 32(3) of the Sale of Goods Act 1979.
- 6.3 Consignments of Goods will be accompanied by a delivery note showing the Order number, type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.4 If required by Heart Solar the Customer will return packaging materials to Heart Solar and shall make any such packaging materials available for collection at such times as the Heart Solar shall reasonably request. Returns of packaging materials shall be at the Heart Solar expense.
- 6.5 Heart Solar may deliver the Goods by instalments. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment or to treat the Contract as a whole as repudiated.
- 6.6 Any stated delivery or collection dates are approximate only and the time of delivery is not "of the essence". Heart Solar may delivery early. Heart Solar has no liability for any delay in delivery that is caused by a Force Majeure Event or by the Customer's failure to provide Heart Solar with adequate delivery instructions or other relevant instructions.
- 6.7 Upon any late, short or otherwise incorrect delivery the Customer must provide written notice to Heart Solar of the same within three (3) Business Days of delivery and upon such notice Heart Solar will be afforded a period of ten (10) Business Days to remedy the same. Heart Solar will have no liability for delivery if the Customer fails to provide such notice. If Heart Solar fails to remedy the defect Heart Solar liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods. In no event will Heart Solar liability exceed an amount equal to one hundred (100%) of the Order value.
- 6.8 If the Customer fails at the time of delivery to take delivery of Goods, fails to provide adequate delivery instructions prior to the Delivery Date, or fails to collect Goods within 2 Business Days of Heart Solar notifying the Customer that the Goods are ready for collection then:
 - a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the next Business Day after the Delivery Date or after the date of notice that Goods are ready for collection; and
 - b) Heart Solar may (at its sole discretion) store the Goods until delivery or collection takes place and charge the Customer for all related costs and expenses (including insurance if obtained by Heart Solar but with no obligation to do so).
- 6.9 If 3 Business Days after the Delivery Date the Customer has failed to collect or has not otherwise taken delivery of the Goods Heart Solar may resell or otherwise dispose of part or all of the Goods at the best price readily obtainable and, after deducting reasonable storage and selling costs, account (provided the Customer has made full payment under this Contract) to the Customer for any excess over the Price of the Goods or charge the Customer for any shortfall below the Price of the Goods.
- 6.10 Deliveries which vary in quantity by up to 5.0% of the Order quantity (either by over or under delivery) shall be accepted by the Customer, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 6.11 The Customer shall inspect the Goods at the time of delivery and shall notify Heart Solar in writing at that time of any apparent damage to the Goods, any other damage to the Goods shall be notified in writing to Heart Solar within 2 Business Days of the day of delivery. Upon notification of damage to the Goods Heart Solar shall be entitled to inspect the Goods (and to arrange for inspection by an expert if Heart Solar deems this necessary) and Heart Solar shall notify the Customer of its determination within 14 Business Days. If Heart Solar (acting reasonably) determines that the damage was present when the Goods were delivered to, or ready for collection by, the Customer

Heart Solar may (in its absolute discretion) replace the Goods or refund the Customer for the Price paid for the damaged Goods. In any event, Heart Solar liability shall not exceed the value of the Price paid by the Customer for the relevant Goods.

7. PRICE

- 7.1 The Price shall be the price set out in the Order Confirmation, or, if no price is stipulated, the price set out in the Heart Solar published price list in force as at the date of delivery.
- 7.2 Heart Solar may, by giving notice to the Customer at any time up to 2 Business Days before delivery, increase the Price to reflect any increase in the cost of the Goods that is due to:
- a) any factor beyond the Heart Solar reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing and/or delivery costs); or
 - b) any request by the Customer to change the Order which has been accepted by Heart Solar;
 - c) any increase in cost incurred as a consequence of any delay caused by any instructions of the Customer or the failure by Customer to give Heart Solar's adequate or accurate information, instructions, access or other reasonably required assistance.
- 7.3 The Price is the price of the Goods and/or Service alone and is exclusive of all other costs and charges such as packaging, insurance, delivery, permissions, permits and/or duties (including import and export duties), which shall be paid by the Customer.
- 7.5 The Price and all other costs or expenses are exclusive of any applicable sales or transaction tax (VAT). The Customer shall, on receipt of a valid VAT invoice pay to Heart Solar such additional amounts in respect of VAT.

8. PAYMENT

- 8.1 Unless otherwise agreed in writing by Heart Solar, Heart Solar may invoice the Customer and the Customer must pay all invoices relating to the Contract in full and in cleared funds before the Delivery Date or within 15 days of invoice date whichever is the earliest in time.
- 8.2 Payment shall be made in Pound Sterling to the bank account nominated in writing by the Heart Solar. Time of payment is of the essence.
- 8.3 Heart Solar may at (in its' absolute and sole discretion) offer credit accounts. The terms of such credit accounts shall be at the sole discretion of Heart Solar and Heart Solar shall be entitled to withdraw credit accounts (at its sole discretion) without providing reasons. Upon the withdrawal of a credit account all amounts owing to Heart Solar by the Customer will become immediately due and payable.
- 8.4 Heart Solar may request references and/or make credit reference searches in respect of the Customer and any party affiliated or connected to the Customer.
- 8.5 If the Customer fails to make any payment on time (as specified in clause 8.1 then Heart Solar (regardless and without prejudice to its' rights under 10.1) shall be entitled to: i) deduct outstanding sums from any payment(s) made by the Customer in respect of other contracts with Heart Solar; ii) require the Customer to pay the costs of storage of Goods and any materials and/or tooling; iii) suspend any further deliveries to the Customer under this Contract and any other contract with the Customer until paid; iv) resell any Goods not yet delivered to the Customer; and/or v) retain any sums paid by the Customer as a deposit for the Goods and/or Services. The Customer shall pay interest on any overdue amount at the rate of 4.0% per annum above Barclays Bank PLC'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 Customer shall pay the interest together with the overdue amount.
- 8.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Heart Solar may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Heart solar to the Customer.

9. TITLE AND RISK

- 9.1 The risk in the Goods shall pass to the Customer at the point that delivery is effective as provided in clause 6.2. The Customer should arrange appropriate insurance from that point.
- 9.2 Title to the Goods shall not pass to the Customer until the earlier of:
- a) Heart Solar receives payment in full (in cash or cleared funds) of all sums due in respect of this Contract, in which case title to the Goods shall pass at the time of payment of all such sums; or
 - b) if Heart Solar has given express written permission to the Company to resell the Goods prior to full payment of all sums due under this Contract, title to the Goods shall pass to the Customer at the time specified in *clause 9.4*.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Heart Solar's
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
 - c) maintain and protect the Goods so as to maintain and protect Heart Solar's interest in the Goods and keep them insured against all risks for their full Price from the Deliver Date;
 - d) notify Heart Solar immediately if it becomes subject to any of the events listed in clause 12.1;
 - e) not use, deal with, transfer, sell, licence, pledge, and or allow any lien, charge or other interest to arise over the Goods;
 - f) give Heart Solar such information relating to the Goods as Heart Solar may require from time to time.
- 9.4 Subject to clause 9.5, if expressly agreed in writing by Heart Solar the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Heart Solar receives payment for the Goods. However, if the Customer resells the Goods before that time:
- a) it does so as principal and not as the Heart Solar's agent; and
 - b) title to the Goods shall pass from the Heart Solar to the Customer immediately before the time at which resale by the Customer occurs.
- 9.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 12.1, then, without limiting any other right or remedy Heart Solar may have any right granted by Heart Solar to the Customer to resell the Goods or use them in the ordinary course of its business will cease immediately.

- 9.6 At any time prior to title in Goods passing to the Customer Heart Solar may require the Customer to deliver up all Goods and if the Customer fails to do so promptly Heart Solar shall have the right to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 9.7 The Customer grants to Heart Solar and its agents an irrevocable licence to enter any premises where the Goods are stored to inspect and/or recover Goods as provided in this clause 9.

10. QUALITY

- 10.1 Subject to the terms set out in this Contract Heart Solar warrants that:
- a) at the time of delivery Goods will correspond in all material respects with the Specification (or Amended Specification if agreed Heart Solar);
 - b) Services will be provided with reasonable skill and care;
 - c) for a period of three (3) months from delivery (**warranty period**) Goods (other than Goods with an Amended Specification which are not warrantied) shall:
 - a) be free from material defects in design, material and workmanship; and
 - b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - c) be fit for any purpose held out by the Heart Solar.
- 10.2 If stated on the Order Confirmation the Customer shall receive the Product Warranty. By entering into the Contract the Customer agrees to the terms and conditions of the Warranty and to comply with the same. A copy of the Warranty is available upon request.
- 10.2 Subject to clause 10.4, if there is a breach of the warranties given in clause 10.1 in respect of Goods and provided the Customer (during the warranty period and within a reasonable time of discovery) gives written notice to Heart Solar that some or all of the Goods do not comply with the warranty set out in clause 10.1, allows Heart Solar reasonable opportunity of examining such Goods, and the Customer (if asked to do so by the Heart Solar) returns such Goods to Heart Solar's place of business at the Customer's cost Heart Solar shall, at its option, repair or replace the defective Goods, refund the price of the defective Goods in full.
- 10.3 Subject to clause 10.4, if there is a breach of the warranties given in clause 10.1(b) in respect of Services and provided the Customer gives notice in writing to Heart Solar within five (5) Business Days of the provision of the Services that some or all of the Services did not conform with the warranty set out in clause 8.1(b) providing details of such claim, Heart Solar is given reasonable opportunity to investigate such claims, and the Customer provides such assistance, information and evidence as reasonably requested by Heart Solar, Heart Solar shall, at its option and where reasonably possible, re-perform the Services or give a credit to the account of the Customer up to a maximum amount of the Price paid by the Customer for the respective Services (or part thereof).
- 10.4 Heart Solar shall not be liable for the Goods' or Services' failure to comply with the warranties set out in clause 10.1 if:
- a) the Customer resells Goods or makes any further use of Goods and/or Services after giving notice in accordance with clause 0;
 - b) the defect arises because the Customer failed to follow Heart Solar oral or written instructions, including as to storage, commissioning, installation, use (including as to a hold or recall), maintenance of Goods and/or Services or (if there are none) good trade practice regarding the same;
 - c) the defect in Goods and/or Services arose due to the action or omission of Customer (including, but not limited to, incorrect information, lack of cooperation, lack of access to facilities and incorrect data) or any breach by the Customer of this Contract;
 - d) the defect arises as a result of Heart Solar following the Customer's instruction, drawing, design or Amended Specification;
 - e) the Customer alters or repairs such Goods without the written consent of the Heart Solar;
 - f) use of the Goods or application of the Services other than for their intended purpose;
 - g) the breach of warranty has been caused (in whole or part) by the act or omission of any third party;
 - h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - i) the Goods and/or Services differ from their description, and/or changes to the Services, as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.5 The warranty in clause 10.1 does not cover Goods, parts or equipment not manufactured by Heart Solar.
- 10.6 Heart Solar shall on request (and where available) transfer to the Customer the benefit of the manufactures' and/or suppliers' express warranties of fitness and performance of Goods where (and to the extent) that such benefit can be transferred to the Customer. The Customer shall indemnify Heart Solar for all costs, liabilities and/or expenses arising in connection with such transfer and/or the enforcement of such warranties.
- 10.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are to the fullest extent permitted by law excluded from the Contract.
- 10.8 Heart Solar shall have no liability if the Goods and/or Services conform to an Amended Specification or sample. The Customer fully indemnifies Heart Solar against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Heart Solar in connection with any claim made against the Heart Solar arising in connection with or as a consequence of the Amended Specification and/or the relevant Goods and/or Services including (but not limited to, actual or alleged infringement of a third party's intellectual property rights) Heart Solar shall not be responsible for ensuring that such Goods and/or Services comply with any law, regulation or health or safety requirements.
- 10.9 These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Heart Solar.
- 10.10 This clause 10 sets out Heart Solar's entire liability in respect of this Contract and the Goods and Services and all other warranties, terms and conditions (including those implied by the operation of law) are excluded to the extent permissible at law.

11. RECALLS

- 11.1 The customer shall comply with all reasonable instructions of Heart Solar in relation to any product recall or hold relating to the goods or any corrective action reasonably taken by or on behalf of Heart Solar in respect of the goods.

12. TERMINATION AND SUSPENSION

- 12.1 Without limiting its other rights or remedies, Heart Solar may terminate this Contract with immediate effect by giving the Customer written notice if:
- a) the Customer:

- i) Commits a material breach any of its' obligations arising under this Contract;
- ii) takes any step or action, or is subject to or threatened with any step or action, in connection with entering administration, provisional liquidation or any composition or arrangement with any or all of its' creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of court) having a receiver appointed to any of its' assets or ceasing to carry on business or, if the step of action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- iii) if the Customer is an individual, takes any step or action, or is subject to any threat or action, in respect of bankruptcy or, if the step of action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction or the Customer dies or becomes incapable (whether through illness or incapacity) of managing his or her own affairs;
- iv) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its' business or suspends or threatens to suspend payment of its' debts or is unable to pay its' debts as they fall due or admits to inability to pay its debts;
- v) the holder of a floating charge becomes entitled to appoint or has appointed an administrative receiver or a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or such other process is levied or enforced on or sued against, the whole or any part of the Customer's assets; or
- vi) the Customer's financial position deteriorates to such an extent that in Heart Solar's opinion the Customer's capacity to adequately fulfil its' obligations under the Contract has been placed in jeopardy; or

b) if any expense or difficulty arises in respect of the manufacture, supply and/or other provision of the Goods and/or Services which was unforeseen by Heart Solar at the time of entering into the Contract, or Heart Solar reasonably anticipates that any such event is about to occur and notifies the Customer accordingly, and which cannot be resolved by agreement between Heart Solar and the Customer.

- 12.2 Without limiting its other rights or remedies, Heart Solar may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and Heart Solar if the Customer becomes subject to any of the events listed in clause 10.1 or Heart Solar reasonably believes that the Customer is about to become subject to any of them.
- 12.3 On termination of the Contract for any reason the Customer shall immediately pay to Heart Solar all of Heart Solar's outstanding unpaid invoices and interest.
- 12.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 12.5 The following clauses shall survive the expiry or other termination of the Contract and shall continue in full force and effect: 1, 2,3, 6.11, 8, 9,10, 11, 12.3, 12.4, 12.5, 13, 14, 16 and 17.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude Heart Solar's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d) defective products under the Consumer Protection Act 1987; or
- e) any matter in respect of which it would be unlawful for the Solar Perfect to exclude or restrict liability.

13.2 Subject to clause 13.1:

- a) Heart Solar shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of expected future business, damage to reputation or goodwill or any indirect or consequential loss or compensation arising under or in connection with the Contract; and
- b) Heart Solar's total liability to the Customer in respect of all other losses arising under or in connection with the Contract (whether as a claim or series of claims), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the Price.

14. INDEMNITY

14.1 Without prejudice to Heart Solar's other rights and remedies, the Customer shall fully and effectively indemnify Heart Solar, and companies within its Group, against any and all losses, claims, costs, damages, and other expenses incurred as a consequence of a) any cancellation, variation or suspension of an Order by the Customer; ii) any claim of brought by third party claiming losses, injury or damage by reason of the Goods and/or Services which arise as a result of the use of the Goods and/or Services in any way other than their authorised use (being the use for which such Goods and/or Services are commonly supplied or as otherwise stated in Heart Solar's product specification) or due to modification or repair by a person other than Heart Solar; iii) the use of the Customer's own specification (including if an Amended Specification) or tooling supplied by or on behalf of the Customer; vie) any breach of clause 5.6 or a claim(s) by a third party in relation to any infringement or alleged infringement of any intellectual property rights as a result of the use, possession or supply of any custom made Goods or any specification and/or tooling supplied by or on behalf of the Customer or specifications modified at the request of the Customer; and v) any termination of the Contract pursuant to clause 12.1(a).

15. FORCE MAJEURE

15.1 Neither party shall be in breach or liable for any failure or delay in performing its obligations (save for an obligation to make payment) under the Contract to the extent that such failure or delay is caused by an event of Force Majeure. If the period of delay or non-performance continues for a period of 45 days the party not affected may terminate this Contract upon ten (10) Business Days written notice to the other party.

16. EXPORT CONTROLS & SANCTIONS

16.1 The Customer shall be responsible for complying with any legislation, sanctions, export controls, embargos and/or regulations applying to the Goods and/or Services in the country of destination and/or governing export from the UK or the EU (as appropriate) of the Goods and/or any product incorporating the Goods and/or the Services and/or the importation of the Goods and/or Services

into the country of destination and for the payment of any applicable import or export duties and/or taxes thereon. The Customer shall be responsible for notifying Heart Solar of any obligations which Heart Solar is obliged to comply with pursuant to any such legislation and/or regulations and for bearing or reimbursing to Heart Solar any associated costs.

17. PERSONAL DATA

Heart Solar is committed to privacy and will always comply with all applicable laws governing the collection, use and storage of personal data. It may be necessary for Heart Solar to collect and/or use personal data for the purpose of performing its' obligations under these Terms and/or the Order. Heart Solar may share personal data with other members of its group of companies and with other parties as required in order to perform the contract between the Parties, but Heart Solar will never rent or sell any personal information to any third party. Heart Solar's Privacy Policy www.sunfixings.co.uk/privacy-policy/ describes how personal data may be collected, stored and used, explains the rights which data subjects have in respect of their own data and describes how data subjects can contact Heart Solar about their personal data.

The Customer shall comply with all applicable laws relating to data protection and shall immediately notify Heart Solar of any breach of security or unauthorised access to personal data which has been provided to the Customer by Heart Solar. The Customer shall only provide personal data to Heart Solar where the Customer has ensured that it has the consent of the data subject to do so.

18. GENERAL

Notices.

- a) any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, email.
- b) a notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.a); if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the 2 Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- c) the provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Assignment – Heart Solar may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Heart Solar.

Severance - if any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

Waiver - a waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Confidentiality – the Parties will keep in confidence the details of this Contract and all matters arising out of this Contract, and all information relating to or belong to or obtained from the other party and will not disclose the same to any third party save for their own employees, contracts and advisers for the sole purpose of processing this Contract; save that the Parties may disclose the fact that a contract exists between them.

Third party rights - a person who is not a party to the Contract shall not have any rights to enforce its terms.

Variation – no variation of this Contract shall be effective unless it is in writing and signed by the Heart Solar.

Governing law & Jurisdiction - this Contract shall be governed by, and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.