

IMAGINATION SOLAR LTD - TERMS AND CONDITIONS – 1st January 2003

1. QUOTATIONS

All quotations are subject to confirmation by Imagination Solar Ltd (henceforth the 'Company') on receipt of the purchaser's signed order. The customer shall give a written order, which shall take effect as an offer to purchase, whereupon a contract shall automatically be created when the order is countersigned by a representative of the Company.

2. ORDERS

Orders are accepted on the understanding that the general conditions of sale will apply, regardless of any conditions printed on customers own stationery. Exceptions will be where a separate contract or agreement has been drawn up between the two parties. ORDERS OR CHANGES TO ORDERS, GIVEN VERBALLY MUST BE IMMEDIATELY CONFIRMED IN WRITING, otherwise we cannot accept responsibility for wrong interpretation or delay. In all cases, the issue of a signed copy of the order form is proof of acceptance of an order and confirms details of such orders, but it is the responsibility of the buyer to check orders carefully to ensure that his requirements have been correctly interpreted as subsequent alterations may be impossible, without incurring a charge.

3. DEPOSIT AND CANCELLATIONS

A deposit is required prior to processing of all orders, unless otherwise agreed by the Company. Cancellation of the order can be made in writing to the Company address within fourteen days of order date, after which the Company reserves the right to keep any deposits paid and to refuse to accept the cancellation of any order. The Company also reserves the right to cancel the order if it transpires that, despite the contents of the sales order, it is not technically or economically viable to carry out the work. In such situations, the Company will notify the customer in writing within seven days to renegotiate the price, if no new agreement is made the Company will refund the deposit in full.

4. TRANSIT BREAKAGE'S AND CLAIMS

Consignments are fully insured against loss or damage to the point of delivery. It is important that all items are examined upon receipt or as soon as possible afterwards. Any loss or damage should be reported to us immediately and confirmed in writing within 3 days. Non delivery must be reported to us within 3 days after the agreed date of delivery, otherwise it will be assumed that all the items have arrived safely. Failure to comply with these conditions may prevent the customer from recovering the cost of any loss or damage sustained. Deliveries will be made only over hard and practicable roads, unless otherwise agreed. No claims for damages or discrepancies will be allowed unless:-

- i. The carrier's rules are complied with
- ii. The delivery ticket is marked "Damaged" or "Deficient" and brief details given thereon
- iii. A claim is made within seven days of receipt of the goods

5. DELIVERY AND INSTALLATION DATES

Any delivery dates are submitted in good faith on the assumption that the materials and labour will be normally available. In the event of supplies or labour being interrupted by illness, strikes, lockouts, fire, war or other contingencies beyond our control there may be a delay or suspension of orders. Whilst every effort will be made to deliver goods by a specified date, should delivery be delayed for any reason whatsoever the Company will inform the client as soon as possible, but will not be responsible for any loss, delay or inconvenience sustained by the buyer. If a buyer fails or refuses to take delivery of materials, or allow an installation to proceed, on the date on which he has agreed, he shall be liable to the Company, and for a reasonable charge by the Company for any charges incurred by the Company couriers or installers. Alterations to timings must be made before 10am on the first working day prior to delivery or installation and under no circumstances be made after the goods and/or installers have been despatched.

6. SURVEYS AND ALTERATIONS

If the survey is carried out by the customer, or someone not employed by the Company, no claims whatsoever will be accepted for inappropriate goods ordered. The Company reserves the right to vary drawings, specifications, materials and services provided as part of a contract so as to comply with changes in statutory requirements, availability of materials or due to design modifications.

7. PLANNING PERMISSION AND OWNERSHIP

Unless it is included on this contract in writing, it will remain the customer's responsibility to obtain any planning permission required. The Company will not accept any claims whatsoever for loss or inconvenience due to not obtaining planning permission if it is not included on this contract. By signing the contract the buyer is accepting responsibility as owner of the property or agreed agent for the owner, with the consequent rights to make alterations to said property.

8. PAYMENTS

A deposit is required before any order is processed and payment in full is required immediately upon delivery of a DIY system or completion of an installation. Payments can be made either by cheque, bankers draft or postal order made payable to "IMAGINATION SOLAR LTD". If a buyer defaults in payment the Company may delay delivery, installation or cancel the contract altogether. Interest will be charged on any overdue payment at a rate of 2% per month from the date of delivery or completion of installation.

9. TITLE OF GOODS

Until the Company has received payment in full of the price of the goods, including all arrears and interest charges due under the contract, the buyer acquires no title to the goods which are subject of the sale, and the ownership thereof remains with the Company and until then may be removed by the Company or its agents at any time.

10. INSTALLATIONS

Where the customer makes their own arrangements for installation no responsibility or any claims will be accepted by the Company for any measuring faults, delays, loss, damage, breakage's, incorrect or bad fitting carried out by the customers own installers.

11. RESPONSIBILITY

Once delivered, the customer is responsible and shall indemnify the Company against any damage or loss of materials and equipment of the Company arising out of any accident by fire, theft or other cause. The customer shall effect insurance to cover such matters. Any such accident shall not entitle the customer to rescind the whole or any part of the contract.

12. GUARANTEES

Guarantees of the components as follows: Solar panels 6 years; cylinders, pumps and controls 2 years. Installation work carried out by the Company is guaranteed against poor workmanship for a period of one year. Faulty parts will be replaced free of charge whilst under guarantee, but a charge will be levied if the fault is found to be due to user error. After the one year installation guarantee period has expired, all call outs will be chargeable, save those due to genuine faults in guaranteed components.