

UKSOL LIMITED STANDARD TERMS AND CONDITIONS OF SALE

The Buyer's attention is drawn in particular to the provisions of clause 9.

1. Interpretation

1.1 In these Terms:-

"Buyer" means the person who places an Order for the Goods;

"Contract" means the contract between the Buyer and the Seller for the sale and purchase of the Goods;

"Delivery Point" means the place stated in the Order to which the Goods are to be delivered;

"Goods" means the goods (or any part of them) stated in the Order which the Seller is to supply in accordance with these Terms;

"Order or Invoice" means the Buyer's order;

"Price" means the price of the Goods set out in the Order;

"Seller" means UKSOL Limited;

"Terms" means these standard conditions of sale and includes any special terms agreed in writing between the Buyer and the Seller;

"Weight" means, unless otherwise stated, weight/volume when packed, and excludes the weight of packaging.

2. Entire Agreement

2.1 These Terms contain the whole agreement between the parties who confirm that they have not entered into the Contract in reliance on any representations that are not expressly incorporated

in these Terms. These Terms apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice

or course of dealing. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

3. Basis of Sale

3.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with these Terms which are applied to all Contracts to the exclusion of all other conditions including any conditions

which the Buyer may purport to apply under any purchase order confirmation or similar document.

3.2 All Orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods pursuant to these Terms.

3.3 No Order submitted by the Buyer shall be binding on the Seller unless and until accepted either in writing or otherwise by the Seller.

3.4 Any variation to these Terms (including any special conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

4. Specifications

4.1 The Buyer shall be responsible for ensuring the accuracy of any Order and providing any necessary information within a sufficient time to enable the Seller to perform the Contract in

accordance with these Terms.

4.2 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Order.

4.3 If the Goods are to be manufactured or subjected to any process in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs

4.4 Factory production does not start until the deposit is received in the UKSOL bank account. The balance of the invoice is required when your panels are ready to ship from the factory. To confirm your order, UKSOL requires an initial deposit of 20% (or full payment) paid into the UKSOL bank account.

4.5 The balance payment must be received by UKSOL within 30 days of the shipment ready date. If the balance has not been received after the goods have been ready for shipping for 30 days, then the order may be deemed to be cancelled and the full deposit is therefore forfeited by the Partner.

4.6 This shipping date is a best endeavours estimation because many factors could slow the ship down on its way to your port (storms, breakdowns, strikes, port congestion etc).

4.7

and expenses awarded, against or incurred by the Seller in connection with, or paid or claim for infringement of any patent, copyright, design agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any person attributable to the Seller's use of the Buyer's specification. This

clause 4.3 shall survive termination of the Contract.

4.8 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4.9 No Order may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller against all loss (including loss of profit and loss of revenue and loss of business), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4.10 The Buyer shall not acquire any right or interest and shall not use or disclose any intellectual property rights incorporated in either the Order or the Goods without the prior written consent of the Seller.

5. Price of the Goods

5.1 The Price is exclusive of VAT and payment of the Price shall be due as per the date specified on the Seller's invoice ("the Due Date"). The Buyer shall on receipt of a valid VAT invoice from

the Seller, pay to the Sellersuch additional amounts in respect of VAT as are chargeable on the supply of the Goods. The Buyer shall pay the Price in full and in cleared funds by the Due Date.

Time of payment is of the essence.

5.2 The Price includes the cost of packaging and delivery to the Delivery Point.

5.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including increases in taxes and duties and increases in labour, materials and other manufacturing costs) or any delay attributable to the Buyer.

5.4 The Seller may invoice the Buyer for the Price on or at any time after delivery of the Goods.

5.5 Where credit terms are agreed the repayment months will be shown and the agreed credit charges will be made.

5.6 In the event that full payment is not received by the Seller by the Due Date, the Seller may in addition to its rights in clause 7:

5.6.1 charge interest on overdue invoices from the Due Date on a day-to-day basis until full and final payment is received in accordance with the Commercial Debts (Interest) Act 1998

together with any regulations thereunder;

5.6.2 cancel the Contract or suspend any further deliveries to the Buyer; or

5.6.3 appropriate any payment made by the Buyer to such of the Goods as the Seller may deem fit.

5.7 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or

counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may

have, set-off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

6. Delivery

6.1 Delivery of the Goods shall be made by the Seller to the Delivery Point which, if the Seller's premises, shall be effected by the Seller notifying the Buyer that the Goods are ready for collection.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods caused by a Force Majeure event or the Buyer's failure

to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Time for delivery shall not be of the essence of the Contract

unless previously expressly agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with

these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. The Seller shall be entitled to render

its invoice for those Goods which have been so delivered.

6.4 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery, then delivery of the Goods shall be deemed to have been

completed at 9.00 am on the second day after the day on which the Seller notified the Buyer that the Goods were ready and without limiting any other right or remedy available to the Seller, the

Seller may:-

6.4.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage plus 1% per month of net invoice value until delivery; or

6.4.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses account to the Buyer for the excess over the Price under the Contract

or charge the Buyer for any shortfall below the Price under the Contract.

6.4.3 invoice all outstanding tonnage Ordered by the Buyer and not delivered, for payment by the Due Date together with an immediate stocking charge of 3% of net invoice value.

6.5 Delivery ("Delivery") shall be deemed to take place;

6.5.1 when the Goods are presented for unloading at the Delivery Point; or

6.5.2 if collected by the Buyer or on its behalf, when loaded onto the collecting vehicle.

7. Property and Risk

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery.

7.2 The Seller will not release the Goods to the Buyer, at the arrival port, until the Goods have been fully paid for. Should the goods arrive at the Buyers port unpaid or if the Buyer refuses to clear customs at the port, then the Buyer will be liable to pay for demurrage, storage and services caused by the delays at the buyers port. After 30 days of delays at the port the Buyer will be liable for shipping and customs clearance costs to ship the Goods back the Sellars original factory in whichever country that was. Any deposits pad by the Buyer will be forfeited because of the delays in the balance payment or failure to clear customs during the free time when the goods arrived into port.

7.3 Property and title in the Goods shall notwithstanding delivery remain with the Seller until all sums due and owing by the Buyer to the Seller on any account have been paid and received by the Seller in cash or cleared funds under this and all other contracts between the Seller and the Buyer for which payment thereunder has not been paid.

7.4 Pending the transfer of the property in the Goods:-

7.4.1 the Buyer shall hold the Goods as the Seller's Bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property and maintain the Goods in satisfactory condition; and

7.4.2 the Seller may without limiting any other right or remedy it may have at any time require the Buyer to deliver up the Goods to the Seller and in default the Buyer hereby grants the Seller a licence to enter upon any premises of the Buyer and of any third-party where the Goods are stored and repossess the Goods.

7.5 All payments shall be applied to and deemed to be made in respect of invoices in the order in which they were issued and to Goods in the order in which they are listed in invoices.

7.6 The Buyer shall not sell or dispose of any Goods (or documents of title thereto, or any interest therein), except to its customers in the ordinary course of its business and as fiduciary agent for

the Seller, and if the Buyer sells or disposes of any Goods, the Buyer shall hold on trust for the Seller and pay to the Seller the full proceeds of sale forthwith upon demand by the Seller.

7.7 The Buyer shall not:-

7.7.1 Pledge any Goods or documents of title thereto or allow any lien to arise thereon; or

7.7.2 Use or process any Goods other than in the ordinary course of the Buyer's business.

7.8 If:

7.8.1 Payment for any Goods is overdue in whole or in part; or

7.8.2 The Buyer becomes insolvent or bankrupt, or enters into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or passes a resolution for winding up or has a receiver, administrative receiver or manager appointed, or enters into any composition or arrangement with its creditors or suffers any similar action in consequence of debt; or

7.8.3 In the opinion of the Seller the Buyer is or is likely to become unable to pay its debts, or the financial stability of the Buyer is otherwise unsatisfactory; then the Seller shall be entitled to the immediate return of all the Goods sold by the Seller to the Buyer in which property has not passed to the Buyer and the Buyer hereby authorises the Seller to recover such Goods and hereby grants to the Seller an irrevocable licence to enter any premises of or under the control of the Buyer for that purpose. Such authorisation and licence shall be unaffected by the appointment of any receiver, manager, administrator or liquidator in relation to the Buyer.

Demand for or recovery of any Goods by the Seller shall not of itself discharge

either the Buyer's liability to pay the Price and take delivery of such Goods or of the Seller's right to issue proceedings for any sums due.

8 Inspection/Defects

8.1 The Buyer shall inspect the Goods on delivery and unless the Seller is notified within seven working days of delivery that the Goods are not in accordance with the Contract or are defective, they shall be deemed to be free from any defect which would be apparent on reasonable examination and to have

8.2 Where any complaint concerning the quality or performance of the Goods is received by the Buyer which the Buyer believes may result in some liability on the part of the Seller the Seller shall

be notified as soon as possible and in any event within 7 days of the claim or relevant facts becoming apparent to the Buyer.

8.3 If the Buyer sells on any of the Goods (as agent or otherwise) the Buyer shall impose on the customer obligations equivalent to those contained in this clause 8.

9 Warranties and Limitation of Liability

9.1 Subject to the following provisions the Seller warrants that the Goods will correspond with the Order.

9.2 The Seller shall be under no liability under the above warranty: -

9.2.1 in respect of any defect or lack of fitness in the Goods arising from any specification supplied by the Buyer or arising from the manner in which the Goods are used or applied or incorporated into other Goods by the Buyer or a third party;

9.2.2 in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working or storage conditions, failure to follow the Seller's instructions whether oral or in writing, misuse or alteration of the Goods

without the Seller's approval; 9.2.3 if the total

Price for the Goods has not been paid by the

Due Date; or

9.2.4 in respect of goods not manufactured by the Seller in which case the Buyer shall only be entitled

to the benefit of any such warranty as is given by the manufacturer to the Seller. 9.3 The Goods must be

used, handled, stored, mixed or applied only in strict accordance with the Seller's instructions and recommendations. Where the Goods comprise animal nutrients, the Buyer undertakes to use or procure the use of the Goods in accordance with all relevant instructions of the Seller.

9.4 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all

warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.5 Where a valid claim is made under the above warranty, the Seller may, at its discretion, either replace the Goods or refund to the Buyer, the Price of the Goods in which case the Seller shall

have no further liability to the Buyer.

9.6 Except in respect of death or personal injury caused by the Seller's negligence or liability for defective products under the Consumer Protection Act 1987, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract whether in contract, tort, breach of statutory duty or otherwise, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (including any losses that may result from the Seller's deliberate repudiatory breach of the Contract) or whether caused by the negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of the Goods including any delay in supplying or failure to supply the Goods in accordance with the Contract or at all or their use or resale by

the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the Price in respect of the Goods the subject of the claim.

9.7 If the Buyer sells on the Goods it shall do so on terms which include the limitations of liability set out in this clause 9.

9.8 The Buyer agrees to indemnify the Seller and keep the Seller indemnified against all losses, costs, claims, demands, expenses and actions which the Seller may suffer or incur as the result of

the Buyer's breach of any of the terms of this Contract or as the result of any resale of the Goods to any third party.

9.9 Any recommendations or advice given by or on behalf of the Seller are given in good faith but without liability on the part of the Seller, and the usage or application of the Goods shall be entirely

the responsibility of the Buyer, without reliance on any statement of the Seller unless given in writing in answer to a specific request by the Buyer.

10 Health and Safety

10.1 The Seller hereby gives notice to the Buyer that the Seller has available information and product literature concerning the conditions necessary for the safe-keeping of the Goods without risks

to health when properly stored. If the Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of the Goods the Buyer should contact the Seller immediately.

11 Trade Marks

11.1 The use of any trademarks under which the Goods are supplied is conditional upon resale being made in the Seller's original packaging.

11.2 The supply of the Goods by the Seller shall not confer any right upon the Buyer to use or acquire any Intellectual Property Rights of the Seller and the Buyer warrants that it shall not use any Intellectual Property of the Seller without the Seller's written consent.

12 Reach

12.1 The Seller warrants that it complies with the EU REACH Regulation (EC 1907/2006) ("REACH Regulation") in respect of the Goods.

12.2 The Seller undertakes that all those substances used in the production of and/or incorporated in the Goods which are subject to registration under the REACH Regulation, have been or shall be registered by the Seller and/or by its sub-suppliers in accordance with the REACH Regulation.

12.3 The Buyer shall use the Goods only for the use(s) registered by the Seller for the substance(s) incorporated in the Goods. The Buyer shall also comply with the instructions set forth in any Safety Data Sheet (including any annexed exposure scenario) which may be provided by the Seller to the Buyer in relation to the Goods.

13 Code of Conduct

13.1 The Buyer shall apply standards of business which are consistent with the Seller's Code of Conduct, details of which can be found at www.UKSOL.com, or a copy of which is available upon request from the Seller.

13.2 Non-compliance by the Buyer of the terms of the Code of Conduct shall entitle the Seller to terminate the Contract with immediate effect and without any liability whatsoever to the Buyer.

14 Force Majeure

14.1 Neither party shall be liable for any delay or defect or other inability to carry out its obligations under these terms, due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest, breakdown of plant and machinery, adverse weather conditions or shortage of supplies for manufacture, or other event beyond the reasonable control of either party.

14.2 If any obligation under this agreement cannot be performed for a continuing period of 3 months as a result of one or more of the events described in 14.1 then either party may terminate the agreement by notice in writing at the end of this period.

15 Arbitration

15.1 Any disputes which may arise between the parties concerning the Contract shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators for determination in accordance with the Arbitration Act 1996.

16 Termination

16.1 The Seller may terminate this agreement at any time (without reason) and without further obligation to the Buyer by 2 days' notice in writing. The Seller may terminate this agreement forthwith at any time and without further obligation to the Buyer if the Buyer becomes insolvent or an order is made or a resolution passed for the winding up of the Buyer (other than for the purpose of a solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of its assets or if the Buyer commits any breach of any of the terms of this Agreement.

17 General

17.1 The Buyer may not assign any of its rights or obligations under the Contract without the prior written consent of the Seller.

17.2 The Buyer will at all times keep confidential all information acquired in consequence of or pursuant to this Contract save as may be required by law or where such information is in the public domain other than due to the Buyer's breach.

17.3 A notice to be given by either party to the other under these Terms shall be in writing addressed to that other party at its registered office or principal place of business.

17.4 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.5 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

17.6 The Buyer acknowledges and by submitting an Order consents to the processing and disclosure by the Seller of personal or financial data relating to the Buyer relevant to any credit which may from time to time be afforded by the Seller to credit reference agencies, banks and credit insurers and that such organisations may process the data provided or relevant to any other matter which the Seller considers reasonable including, without limitation, any commercial relationship which the Seller has with any third party.

17.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999, this agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.

17.8 These Terms shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

Registered Office: UKSOL Ltd, 1 Chalfont Park, Gerrards Cross, SL9 0BG, UK