



TERMS AND CONDITIONS OF SALE

Revision: 01 (Revised 27th June, 2011)

Terms and conditions of sale of **Renewable Devices Limited** a company registered in Scotland under company number SC265078 and whose registered office is at SAC, Bush Estate, Edinburgh EH26 0PH ("the Company").

These Terms and Conditions explain the buyer's rights and obligations. Please read them carefully. The buyer may have other rights granted by law and these Terms and Conditions do not affect these except if the two are inconsistent. If this is the case then these Terms and Conditions will override any other rights which the buyer may have, unless this is not permitted by law.

CONTROLLING PROVISIONS

No terms and conditions other than the terms and conditions contained herein shall be binding upon the Company unless accepted by the Company in a written contract, signed by an authorised representative of the Company. All terms and conditions contained in any prior oral or written communication, including, without limitation, the buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding for the Company, whether or not they would materially alter this document, and the Company hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. The buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

TERMS

The buyer agrees to pay for the products according to the Company's payment terms, as detailed in the supplied Quotation/Invoice/written Agreement. This usually constitutes an amount to be paid prior to shipment, with the remainder to be paid following delivery or installation and commissioning. Shipping costs must be paid by the buyer, unless the Company have provided a signed contract agreeing to as such. In the event the buyer fails to make any payment to the Company when due, the buyer will risk delay in the goods' shipment and possibly cancellation of the entire order. Interest will be accrued on all overdue amounts at the rate of 10% per annum above the Bank of England base rate as varied from time to time. All overdue amounts are subject to service charges at the rate agreed upon by the parties, otherwise at the maximum contract rate permitted by law.

REMEDIES OF THE COMPANY

Upon default by the buyer, the buyer agrees to reimburse the Company all legal fees and court costs incurred by the Company in connection therewith. The buyer agrees that any of the following shall constitute an event of default which shall enable the Company, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of the buyer to perform any term or condition contained herein; (b) any failure of the buyer to give required notice; (c) the insolvency of the buyer or its failure to pay debts as they mature, an assignment by the buyer for benefit of its creditors, the appointment of receiver for the buyer or for the materials covered by this order or the filing of any petition to adjudicate the buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of the buyer; (e) a failure by the buyer to provide adequate assurance of performance within ten (10) days after a justified demand by the Company or (f) if the Company, in good faith, believes that the buyer's prospect of performance under this Agreement is impaired.

All rights and remedies of the Company herein are in addition to, and shall not exclude, any rights or remedies that the Company may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable legal fees, will be added to the balance due and the buyer shall pay all such charges.

GOVERNING LAW

This transaction shall be governed in all respects by the laws of Scotland. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against the Company within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice.

DELIVERY

The Company will make a good faith effort to complete delivery of the products as indicated by the Company in writing, but the Company assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to the Company, including, but not limited to, liability for the Company's non-performance caused by acts of God, war, labour difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of the Company. Under no circumstances shall the Company be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

WARRANTY

THE BUYER'S SOLE AND EXCLUSIVE WARRANTY IS THAT PROVIDED SEPARATELY IN WRITING BY THE COMPANY. THE COMPANY HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE.

INDEMNIFICATION

The buyer shall at its own expense apply for and obtain any permits, planning permission and structural inspections required for the installation and/or use of the products. The Company makes no promise or representation that the products or services will conform to any national or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon separately in writing by an authorised representative of the Company. It is the responsibility of the buyer to ensure that all certifications as provided by the Company (set out in the latest edition of Technical and Planning Information Pack or any other appropriate documentation) are sufficient and valid in the country of destination.

The Company shall not be responsible for any losses or damages sustained by the buyer or any other person as a result of modifications or misapplication of the products. The warranty shall only be valid if the products are installed by a trained and accredited installer which has been certified as such by the Company. The buyer shall defend, indemnify and hold harmless the Company and its agents and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, legal fees) arising out of or in connection with any injury, disease or death of persons (including, without limitation, the buyer's employees and agents) or damage to or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the products supplied to the buyer, whether caused by the concurrent and/or contributory negligence of the buyer, the Company, or any of their agents, employees or suppliers. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this transaction.

INSPECTION AND ACCEPTANCE

Unless otherwise agreed in writing by an approved nominee of the Company:

Claims for damage, shortage, or errors in shipping must be reported within two days following delivery to the buyer. The buyer shall have



seven (7) days from the date the buyer receives any products, to inspect such products and services for defects and non-conformance which are not due to damage, shortage or errors in shipping and notify the Company, in writing, of any defects, non-conformance or rejection of such products. After such seven (7) day period, the buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, the buyer shall have no right to reject the products for any reason or to revoke acceptance. The buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. The buyer shall have no right to order any change or modification to the product previously ordered by the buyer or cancel any order without the Company's written consent and, if appropriate, payment to the Company of all charges, expenses, commissions and reasonable profits owed to or incurred by the Company. Specially fabricated or ordered items or components may not be cancelled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

RETURNS

The goods may not be returned save for as provided under the paragraph entitled "INSPECTION AND ACCEPTANCE" above, or as agreed at the sole discretion of the Company. This provision shall not limit any consumer protection rights which the buyer may enjoy by operation of law.

SHIPMENTS

All products are shipped 'F.O.B, shipping point, freight collect' – i.e. the buyer assumes title and owns the goods in transit, pays the freight bill and handles any necessary claims for loss or damage, assuming all insurance liability in the goods. The cost of any special packing or special handling caused by the buyer's requirements or requests shall be added to the amount of the order. If the buyer causes or requests a shipment delay, or if the Company ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by the buyer or its agents or employees; storage and all other additional costs and risks shall be borne solely by the buyer. Claims for products damaged or lost in transit should be made by the buyer to the carrier, as the Company's responsibility ceases upon tender of goods to the buyer, the buyer's representative or common carrier.

TAXES

The amount of any sales or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by the buyer unless the buyer provides the Company with an exemption certificate acceptable to the taxing authorities. Any taxes which the Company may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products,

including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the buyer, who shall promptly pay the amount thereof to the Company upon demand.

If the ordered goods are for delivery outside of the United Kingdom, the consignment may be subject to import duties and taxes, which are levied once the goods reach the country of destination. Any such charges levied in relation to customs clearance must be borne by the buyer. It is accepted by the buyer that the Company has no control over additional charges in relation to customs clearance.

The Company recommend that the buyer checks with local customs officials for more information regarding importation taxes / duties that may be applicable to the order.

SEVERABILITY

These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

SET-OFF

The buyer shall not be entitled to set-off any amounts due to the buyer against any amount due the Company in connection with this transaction.

NON-WAIVER

The Company's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of the Company's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by an authorised representative of the Company.

ENTIRE AGREEMENT

This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof, and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by an authorised representative of the Company. All transactions shall be governed solely by the terms and conditions contained herein.