

## RECOUP ENERGY SOLUTIONS LTD TERMS AND CONDITIONS OF SALE

### 1. Interpretation

- 1.1 'Buyer' means the person or company entering into a contract with the Seller.  
'Goods' means the goods which the Seller is to supply in accordance with these Conditions.  
'Seller' means Recoup Energy Solutions Ltd, PO Box 365, Eye. IP22 9BH  
'Conditions' means the terms and conditions set out in this document.  
'Contract' means the contract for the purchase and sale of the Goods governed by these Conditions.  
'Writing' includes written form, facsimile transmission, email and comparable means of communication  
'Price' means the Seller's quoted price plus VAT, and any variations to the original quoted price.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings shall not form part of the Contract and shall be for ease of reference only.

### 2. Basis of the sale

- 2.1 The Seller shall sell and the Buyer shall buy the Goods subject to these Conditions which the Seller intends to rely on. The Buyer may submit proposed variations to these Conditions to the Seller in Writing. The Seller will consider such variations and confirm their decision in Writing within a reasonable time.
- 2.2 The Buyer acknowledges that it does not rely on any representations which are not confirmed in Writing by the Seller.
- 2.3 Any typographical, clerical or other error or omission in any document issued by the Seller shall be subject to correction without any liability on the part of the Seller, so far as the correction does not materially affect the Contract. Should either the Seller or Buyer become aware of any material error or omission, they shall advise the other as soon as is reasonably practicable.

### 3. Orders and specifications

- 3.1 No order submitted by the Buyer shall form part of the Contract unless and until it has been confirmed in writing by both parties.
- 3.2 The Seller shall not be liable for any costs arising from the Buyer's inaccuracies.
- 3.3 Quantity, quality, description of and specification for the Goods will be set out on the Seller's Contract Form or the Buyer's order (if accepted by the Seller) in accordance with clause 3.1.
- 3.4 The Seller may make minor technical changes to the specifications of the Goods which will not be to the Buyer's detriment or affect the function, quality or Price of the Goods. The Seller shall endeavour to notify the Buyer of such changes as a matter of courtesy.
- 3.5 The Seller reserves the right to make any changes in the specifications of the Goods which are required to conform to any applicable statutory or EC requirements. The Seller shall endeavour to notify the Buyer of such changes as a matter of courtesy.
- 3.6 If for any reason beyond the Seller's control, the Seller cannot supply the Goods, the Seller will notify the Buyer as soon as practicable and will seek to offer acceptable alternative arrangements.

### 4. Right to cancel

- 4.1 The Buyer has the right to cancel this Contract without penalty within 48 hours of the signing of the Contract. Where the Buyer intends to cancel the Contract, they may do so by telephoning the Seller and speaking with a manager or director of the Seller or their authorised representative. The cancellation must be confirmed in writing, whereupon the Seller shall pay back in full any deposit paid by the Buyer within 10 working days of receiving notification in Writing.
- 4.2 Where the Buyer cancels the Contract more than 48 hours after signing the Contract, the Seller is entitled to charge a cancellation fee which the Buyer shall be liable to pay to the Seller.
- 4.3 The cancellation fee shall be equal to such lost expenses in relation to time expended by the Seller in the sale, planning and production of the Goods and for all part-processed or fully processed materials that cannot be re-used. Where materials are capable of being re-used, the Seller shall not account for it in the cancellation fee. The Seller will provide to the Buyer a schedule of losses within 15 working days of the cancellation. The Buyer shall have 15 working days to agree the schedule of losses.
- 4.4 Any deposit will be set against the cancellation fee, the balance to be paid to the Seller within 10 working days of the Buyer and Seller agreeing the schedule of losses. Where the losses are less than the deposit, the balance of the deposit will be refunded to the Buyer within 10 working days of the Buyer and Seller agreeing the schedule of losses.

### 5. Terms of payment

- 5.1 The Buyer shall pay for the goods in full prior to delivery
- 5.2 The Buyer may request preferential terms of payment which the Seller reserves the right to authorise on an individual basis
- 5.3 The Buyer shall pay for the Goods by bank transfer (available on request) or cheque made payable to Recoup Energy Solutions Ltd.
- 5.4 If the Buyer fails to make any payment under clause 5 within 7 working days of the due date, then without prejudice it is the right of the Seller to cancel the Contract and pursue the Buyer for damages for breach of the Contract.
- 5.5 Trade accounts will be subject to satisfactory credit references and proven trading history with the Seller. The Seller reserves the right to decline applications for trade accounts at its discretion.

## **6. Delivery and Acceptance**

- 6.1 The Seller will give reasonable notice to the Buyer of potential dates for the delivery of the Goods. These dates shall be agreed between the parties. Should a delay in the delivery of the Goods arise due to factors outside the control of the Seller, the Seller shall inform the Buyer and alternative arrangements shall be made.
- 6.2 The Buyer may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted the Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 6.3 Where the Goods do not conform to the Contract, the Buyer shall be entitled to require the Seller to replace the affected Goods.
- 6.5 The Seller shall not be liable under this clause where the defect is found to be as a result of an act or omission of the Buyer.

## **7. Risk and Title**

- 7.1 Once the Goods are delivered to the Buyer's premises, the Buyer will be responsible for their safe keeping. The Seller shall not be liable for any damage whatsoever or howsoever caused to the goods whilst at the Buyer's premises.
- 7.2 The Seller shall own the Goods until full payment has been received in cash or cleared funds when title to the Goods shall pass to the Buyer.
- 7.3 Until such time as the Buyer owns the Goods, notwithstanding the fact that the Goods may have been delivered to the Buyer or installed, the Seller shall retain legal and beneficial ownership of the Goods and the Buyer agrees to act in utmost good faith in relation to the Goods.
- 7.4 Until such time as ownership of the Goods passes to the Buyer, the Seller may, at any time, require the Buyer to deliver up the Goods. Where this is impracticable, for example, due to the fact that the Goods have been installed and therefore cannot be removed or re-sold, the Seller may take legal action to recover the value of the Goods and claim the costs of such action from the Buyer.

## **8. Warranties and Liability**

- 8.1 The Seller warrants that the Goods will be of satisfactory quality and fit for the purpose for which they are supplied.
- 8.2 The Seller warrants that the Goods will be free from defects and shall comply with the current statutory requirements and regulations in relation to the sale of the Goods.
- 8.3 Where the Goods are sold by description, the Seller shall endeavour to ensure that the Goods correspond with the description.
- 8.4 In respect of personal injury or death arising from the gross negligence of the Seller, the Seller shall be liable without limitation.
- No liability is accepted by the Seller for:-
- 8.5 Any loss or damage caused by the Seller where there was no breach of a legal duty of care and where the loss or damage was not reasonably foreseeable.
- 8.6 Any loss or damage resulting from the Buyer's breach of the Contract.
- 8.7 Any defect or fault arising from the installation of the Goods.
- 8.8 Any defect arising outside of any guarantee period provided by the manufacturer
- 8.9 Any delay in performing or failure to perform any of its obligations where the delay or failure was due to any cause beyond the Seller's control.
- 8.10 The Recoup Series of products carry a 2 year warranty and other associated and or complimentary products, as per their individual guarantee

## **9. General**

- 9.1 Any notice to be given by either party shall be in Writing to the addresses on the signed Contract and/or order. Each party shall notify the other promptly of any change in address.
- 9.2 Should the Seller agree to ignore any particular breach of the Contract by the Buyer, this will not affect the Seller's right to claim for breach of Contract for any subsequent breach by the Buyer.
- 9.3 If any provision of these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected
- 9.4 Should any dispute arise in relation to the Contract, the Buyer and Seller shall endeavour to remedy the situation between themselves. Should agreement not be reached and the Buyer and Seller agree, the dispute may be referred to a single arbitrator who shall be agreed by the Buyer and Seller.
- 9.5 The Contract shall be governed by the laws of England and Wales, and the Buyer agrees to the exclusive jurisdiction of the English Courts.

## **10. Returns Policy**

### **10a. Return of Defective Goods**

The procedure below must be followed before returning goods to us as we will not be liable for any Goods returned to us that do not follow these guidelines.

- 10a.1 You have a duty to take reasonable care of the Goods whilst they are in your possession and up until the time when the Goods are physically returned to us.
- 10a.2 Before returning any Goods to us we request that you contact us in writing or by e-mail at [orders@recoupenenergysolutions.co.uk](mailto:orders@recoupenenergysolutions.co.uk) to inform us that Goods are being returned and to obtain a return reference number.
- 10a.3 In returning the Goods to us we request that you comply with the following requirements:
- You state your original order reference number on any correspondence sent with the returned Goods to assist us in dealing with any refund efficiently;
  - Return all the original packaging where possible to do so;
  - Ensure that the Goods are packaged securely taking all measures where possible to prevent damage in transit;

d. On the outside of the parcel packaging, clearly mark the returns reference number and the postal address provided to you.

10a.4 Except where otherwise agreed, you are responsible for returning the Goods to us. Please ensure that you obtain adequate proof of delivery as we will not be liable for any Goods that are lost or damaged in transit.

10a.5 In the event that any Goods delivered to you do not correspond with the Goods in the Order Confirmation, or have been delivered to you by mistake, then you will be under a duty to take reasonable care of such Goods and to contact us immediately (and no later than 14 days from delivery). We will then arrange for a courier to collect the Goods and replacements to be supplied.

10a.6 Where Goods have been damaged whilst in your possession we shall not be obliged to accept the return of those Goods. In such circumstances, we will notify you that the Goods are available for re-collection or re-delivery for which you shall be liable for any reasonable delivery charges incurred.

10a.7 We shall inspect all Goods that are returned and should we deem the complaint for damaged or faulty Goods to be unjustified, we will inform you of the reasons for our decision and either notify you that the Goods are ready for collection or arrange for them to be re-delivered to you and the carriage cost of this will be your responsibility. Please note that if you have, in the meantime, required us to provide you with replacement Goods before completion of the testing/return process, you will be liable to pay for these Goods.

10a.8 Where we accept the return of the defective Goods, we will provide you with either repaired or replacement Goods and only if this is not possible or would be disproportionate to the price of such goods shall a full refund or account credit be applied.

#### 10b. Return for Credit

10b.1 In the event that we, at our absolute discretion, agree to accept the return for credit of unwanted products, the Goods must be returned with our prior written agreement within 7 working days of delivery. The Goods must be unopened, and in perfect re-saleable condition. All Goods returned in these circumstances will not be subject to a re-stocking fee. Please ensure that the Goods you have purchased are to your specification prior to opening.

10b.2 Any Goods returned unopened, and in re-saleable condition, outside of the 7 working days specified in clause 2.1 may be returned for credit subject to our absolute discretion and shall be decided by us on a case-by-case basis. All Goods returned in these circumstances will be subject to a reasonable re-stocking fee to cover our

January 2016