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## TERMS AND CONDITIONS

### 1. DEFINITIONS

1.1 The definitions in this condition apply to these terms and conditions (the "Terms and Conditions")  
Customer: the person, firm or company who places the Order from the Company.  
Company: LVP Renewables Limited having its registered address Unit D2 North City Business Park, Finglas, Dublin 11, Ireland.

Contract: means the acceptance of the Order by the Company and incorporating these terms and conditions. Goods: means the materials, products or articles set out in the Order. Order: means the purchase order from the Customer to the Company to supply the goods or services. Services: means the services to be provided by the Company to the Customer as set out in the Order together with any other services which the Company provides, or agrees to provide, to the Customer.

### 2. APPLICATION OF TERMS AND CONDITIONS

2.1 These Terms and Conditions shall:  
(a) apply to and be incorporated into the Contract; and  
(b) apply to every sale and/or supply made by the Company; and  
(c) prevail over any earlier conditions specified on the Company's catalogue or website; and  
(d) prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.  
2.2 These conditions apply to all the Company's sales and any variation to these terms and conditions shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.  
2.3 The Order will be deemed to be an offer by the Customer to buy the Goods and/or Services subject to these terms and conditions.  
2.4 No Order will be deemed to be accepted by the Company and the Contract will not be formed until the following occurs:  
(a) a written acknowledgement of the Order is issued by the Company; or  
(b) (if earlier) once the Company delivers the Goods to the Customer and confirms despatch in a delivery note or by the Company starting to supply the Services.  
2.5 The Company will not be obliged to supply anything contained in the Order until a delivery note is sent.  
2.6 Any quotation for the supply of Goods and/or Services is given on the basis that no Contract shall come into existence until the Company despatches a written acknowledgement of the Order in accordance with 2.5 (a) above. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.  
2.7 The Services supplied under the Contract shall be provided by the Company to the Customer from the date of acceptance by the Company of the Customer's offer in accordance with clause 2.5 and will continue to be supplied for a term to be agreed between the Customer and the Company and set out in the acknowledgement of the Order.  
2.8 The Customer shall be deemed to have adopted these Terms and Conditions as the Customer's standard terms and conditions in relation to all present and future dealings between the parties.

### 3. DESCRIPTION

3.1 The quantity and description of the Goods and Services shall be as set out in the Company's acknowledgement of the Order.  
3.2 Where the Customer orders Goods that are out of stock or no longer available, the Company will inform the Customer of same.  
3.3 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract and this is not a sale by sample.

### 4. DELIVERY

4.1 Goods shall be deemed delivered when they are made available to the Customer at the Customer's place of business or such other place as agreed between the parties (the "Delivery Point").  
4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.  
4.3 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:  
(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);  
(b) the Goods shall be deemed to have been delivered; and  
(c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).  
4.4 The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.  
4.5 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with condition 8 hereof.  
4.6 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

### 5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.  
5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.  
5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

### 6. CANCELLATIONS

6.1 If the Customer is contracting as a consumer, they may cancel a contract at any time within seven working days beginning on the day after the goods have been received. In such circumstances the Customer will receive a full refund of the price paid for the Goods but will be responsible for the costs of returning the Goods to the Company.  
6.2 If the Customer is not a consumer and wants to cancel the Contract it must inform the Company immediately in writing. No cancellation will be effective unless agreed by the Company on terms that shall indemnify the Company in full against all loss (including loss of profit), costs, (including the costs of all labour and materials used), damages, charges and expenses incurred by the Company, as a result of the cancellation.  
6.3 Cancellation of Orders by the Customer may incur a charge which will be deductible from the deposit paid if any.  
6.4 The Company is not obliged to agree cancellations of Orders, save as may be required by law.

### 7. TITLE AND RISK

7.1 The Goods are at the risk of the Customer from the time of delivery or deemed delivery.  
7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:  
(a) the Goods and/or Services; and  
(b) all other sums which are or which become due to the Company from the Customer.  
7.3 Until ownership of the Goods has passed to the Customer, the Customer shall:  
(a) hold the Goods on a fiduciary basis as the Company's bailee;  
(b) store the Goods (at no cost to the Company) separately from all other goods and items it holds in such a way that they remain readily identifiable as the Company's property;  
(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and  
(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.  
7.4 Until ownership has passed, the Customer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall hold the proceeds of sale of Goods and the proceeds of any insurance claim on trust for the Company and shall keep all such proceeds separate from any moneys or property of the Customer and third parties in a separate bank account clearly denoted as an account containing monies deposited for the benefit of the Company by the Customer acting in a fiduciary capacity.  
7.5 The Customer's right to possession of the Goods shall terminate immediately, and all moneys owing by the Customer in respect of Goods delivered but not paid for shall immediately become due if:  
(a) the Customer has a bankruptcy order made against him or (being a body corporate) has a receiver, or receiver and manager, or examiner appointed over it, or over any part of its undertaking, or assets, or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or have a petition for its winding-up, or for the appointment of an examiner to it, or any company related to it, or a court of competent jurisdiction shall make an order to that effect, or if the Customer shall enter into any composition or arrangement with its creditors or shall cease or threaten to cease to carry on business, or shall suffer any analogous circumstance in any jurisdiction other than Ireland; or  
(b) the Customer fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts or the Customer ceases to trade; or  
(c) the Customer encumbers or in any way charges any of the Goods.  
7.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.  
7.7 The Customer grants the Company, its agents and employees and any other person authorised by the Company an irrevocable licence at any time to enter during normal business hours upon any premises where the Goods are or may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.  
7.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in

the order in which they were invoiced to the Customer.

7.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition shall remain in effect.

### 8. PRICES AND PAYMENT

8.1 The price for the Goods and/or Services will be as set out in the acknowledgement of the Order unless otherwise agreed in writing by the Company.  
8.2 Payment shall be made to the Company by the Customer within 30 days after delivery of the Goods or deemed delivery of the Goods or as specified in the Order (50% with the Order, and 50% on completion of installation). The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.  
8.3 The price for the Goods shall be inclusive of any value added tax, cost of delivery, packaging insurance and any other charges that may occur. The Customer shall pay any such costs, taxes or charges in addition to the costs of the Goods which shall be included in the Company's invoice.  
8.4 Time for payment shall be of the essence.  
8.5 The price quoted for system includes one installation visit only to the Customer's site. If the Customer requires a number of additional installation visits the Company reserves the right to charge for the additional visits.  
8.6 No payment shall be deemed to have been received until the Company has received cleared funds.  
8.7 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.  
8.8 If the Customer fails to pay the Company any sum due pursuant to the Contract, within 30 days of delivery or deemed delivery, then the Customer shall be liable to pay interest to the Company at a rate of 18 percent per annum until payment is made, whether before or after any judgment.

### 9. WARRANTY

9.1 Please refer to individual product warranty sheets  
9.2 The warranty ceases to be effective when the apparatus is no longer connected, used or assembled in accordance with manufacturers instructions, or if there has been any form of intervention by unauthorised technicians, has the appearance of modifications and/or if the serial numbers appear to have been removed. The warranty ceases to be effective if any damage is caused to the system due to poor water quality, incorrect handling, flooding, humidity, or by improper use of the apparatus. Further details on exclusions available upon request.  
9.3 The warranty lapses if it is transferred to another owner, even if this is within the warranty period.

### 10. LIMITATION OF LIABILITY

10.1 Any warranty given by the Company shall be subject to the following conditions:  
(a) the Company shall be under no liability arising from wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or written), misuse or alteration or repair of the Goods without the Company's approval.  
(b) the Company shall be under no liability (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment.  
(c) subject as expressly provided for in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded by the fullest extent permitted by law.  
10.2 Nothing in these terms and conditions excludes or limits the liability of the Company:  
(a) for death or personal injury caused by the Company's negligence; or  
(b) for fraud.  
10.3 Subject to condition and condition:  
(a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price;  
(b) the Company shall not be liable to the Customer for any claims for indirect or consequential compensation whatsoever including limitation loss of profit and/or goodwill, loss of profit.

### 11. FORCE MAJEURE AND EXCLUSIONS

The following are excluded from the Warranty:  
(a) Damage to any part of the materials or the Goods caused by winds, floods, lightning, humidity or other acts of God, government actions, war, national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, epidemic, lockouts, strikes or other labour disputes or other restraints or delays affecting couriers or inability or delay in obtaining supplies of adequate or suitable materials;  
(b) Any callout required due to internet connection dropping out, or dongles on Photovoltaic systems losing connection  
(c) The Warranty is conditional upon the Customer carrying out regular checks and maintenance to the Goods;  
(d) Any damage caused to the cylinder compressor arising from excessive lime in water;  
(e) Damage arising from incorrect handling or use of the Goods;  
(f) Consumables, fuses, levers, switches, resistances, programmers, thermostats and other parts subject to wear and tear;  
(g) This Warranty is personal to the Customer and is non-transferable.

### 12. NOTICES

12.1 All communications between the parties shall be in writing and delivered by hand or sent by pre-paid registered post (or sent by electronic means):  
(a) (in case of communications to the Company) to its registered office or such changed address (or electronic address) as shall be notified to the Customer by the Company; or  
(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address (or electronic address if supplied) of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

### 13. SEVERANCE

13.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

### 14. ENTIRE AGREEMENT

14.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

### 15. GENERAL

15.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.  
15.2 No clerical error in any documentation relating to any transaction shall entitle the Customer to reject the Goods which are subject to the transaction.  
15.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.  
15.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

### 16. GOVERNING LAW AND JURISDICTION

16.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Irish Law.  
16.2 The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of it in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

### 17. PERFORMANCE

17.1 Any estimates given by the company in relation to savings on the goods is given in good faith, and the company will not be responsible for any deviations based on variable factors including, but not limited to overshading, soiling, and weather conditions.  
17.2 Any estimates given by the Company in relation to the running costs of the goods is given in good faith, and the Company will not be responsible for any exceptional costs which may be incurred by the customer arising from excessive use, failure to maintain, incorrect operation or extreme weather conditions. Estimates furnished in relation to running costs are based on usage of 40 litres of hot water per person per day.  
17.3 It is the obligation of the customer to ensure the proper operation of showers, baths, pipes, pumps and appropriate water pressure, and the Company assumes no responsibility for poor performance of the installation by reason of any defect or unsuitability of the customer's showers, baths, pipes, pumps or water pressure.  
17.4 It is the obligation of the customer to ensure good internet connection in the house for the operation of any wifi enabled monitors. The company assumes no responsibility for poor internet connection within the house.

### 18. PLANNING

18.1 The company offers no warranty that the installation of panels on the roof of the customer's property is an exempt development within the meaning of the Planning Acts, and it is the responsibility of the customer to ensure compliance with all planning issues.