

6. Terms and Conditions of Sale

Installation of solar photovoltaic systems. Terms and Conditions of Sale

1. Inorsen N.V., Chamber of Commerce no. 40866.0, ("we" or "us") have agreed with you that we will supply and install a zero or low carbon photovoltaic energy system (the "System") as described on the Order.

2. Our responsibility

2.1 We will ensure that the installation of the System complies with any applicable health, safety or environmental laws and regulations except where paragraph 3.6 below obliges you to do this.

2.2 We will install the System in a proper, efficient and businesslike manner and in accordance with industry best practice.

2.3 Before finalizing your Order we will meet with you to discuss the System and your requirements. In doing so we will assess whether we are able to install such a system and if we cannot meet all of your requirements we will discuss alternative solutions.

2.4 Quotes are provided to you without charge or obligation and we will not infer any obligation on you to place an Order because we have met with you to discuss the possible installation of the System.

2.5 If we have to change the Order for reasons beyond our control and this causes an increase in costs, we will provide you with a quotation giving details of the extra costs. Reasons beyond our control would include, for example, changes in the design and manufacture of the System made by the provider which causes further work to install the energy system or requires further inspections. We will (at your request) discuss and explain the new quotation and will, in any case, only carry out all the works (including the further work) once your written acceptance has been received.

2.6 Subject to paragraphs 2.1 to 2.4 above we will install the System in accordance with the Order.

3. Your responsibility

3.1 You will permit us, during the working hours specified in the Order, first to conduct a meeting with you and a survey of the location where the System is to be installed, and then to undertake the work, according to the planning set out in the Order (as may be amended in accordance with paragraph 2.4 above).

3.2 You will cooperate with us in all matters and our reasonable requests relating to the installation of the System including access to your premises.

3.3 You will ensure that any existing energy systems (including gas, oil, water and electricity) to which the System will be connected will be capable of handling and supporting the additional requirements added to it by the System. We can advise you on the general energy requirements or needs of the System but not the capabilities of your current energy supply.

3.4 You will ensure, before we start installing the System, that all the furnishings and so on are removed so that we can carry out the work.

3.5 You will cover and protect from dirt and dust all fixtures and fittings not required to be removed.

3.6 You will obtain all permissions and consents (including, if necessary, planning permission and buildings regulations approval) from landlords, local authorities and so on, which are required before the work can be carried out.

3.7 If the System or parts of the System are delivered to you before our installation, you will ensure that it is stored in a safe, dry environment and will take care not to damage or permit any damage to any such parts. You are responsible for all risk including any damage to or loss of any parts to the System once they are delivered to you and before we install them.

4. Things you should know

4.1 We are providing and installing the System to you. In doing so we do not undertake structural or other types of building surveys and therefore if the installation cannot be completed, or any damage is caused through existing structural or other defects in your property and existing energy systems, we cannot be responsible for this.

4.2 If you ask us and we agree to remove an existing energy system, it may not be possible to remove it intact. The cost of this is not covered in the Order unless specified otherwise.

4.3 If we start the installation of the System and discover that a consequential part of your system already in place is illegal, damaged or unusable then it has to be put right at your cost. We will discuss this with you and agree any further costs before these are incurred by you.

4.4 If you provide us with incorrect measurements or any other incorrect information, and we rely on this in preparing the Order, we reserve the right to increase our price to cover the reasonable cost of making good any errors or doing any additional work required because of them. Any price increase will be discussed with you and dealt with in accordance with paragraph 2.4.

4.5 With certain products, special types of care and maintenance may be required. We will provide you with the necessary instructions for this on completion of the work; however we can take no responsibility for damage caused because you did not care for the products or carry out maintenance work as specified in those instructions.

5. Warranty

5.1 We do not manufacture the System equipment or components and can not ourselves warrant or guarantee their performance. The principal equipment within the System each comes with a manufacturer warranty. These warranties cover manufacturing faults, satisfactory quality of the equipment within the meaning of the Supply of Goods and Services and fitness for the purpose for which the equipment is designed. If you need to make a claim under the warranty we will administer this process on your behalf and ensure that your claim is dealt with appropriately by the equipment provider.

5.2 We warrant that the System will comply with the Order, as may be amended by paragraph 2.4.

5.3 We warrant all other goods and labor that form part of the System against failure or breakdown for a period of one year from the date of commissioning.

5.4 You must inform us when you become aware of any faults in the System, otherwise you could invalidate your warranty.

6. Price, BBO and Payment

6.1 The price for the work is as stated on the Order and unless stated otherwise is exclusive of BBO and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from you. (BBO rate on renewable energy systems is 1.5%)

6.2 You will need to pay the deposit set out in the Order within 14 days at the time you sign this Order. The Order will be confirmed when these funds have reached our bank account.

6.3 Stage payments may be requested on delivery of materials and completion of the roof work.

6.4 The balance of the total price specified in the Order will be due upon specification set out in the Order.

6.5 If you fail to pay any sum owed under the Order then you shall be liable to pay interest to us on the sum payable from the date when it became payable at the rate of 3%.

7. Delivery

We aim to complete the installation of the System on time, but it is not always possible to do so, for example where delay is caused by weather conditions or circumstances which are outside our control. If this situation occurs our aim is to complete the installation as soon as we reasonably can.

8. Cancellation Rights

8.1 We reserve the right to cancel your Order in the following cases:

8.1.1 where, after the designs for the System have been produced, it is apparent that the work as shown in our Order cannot be carried out for safety or other technical reasons; and/or

8.1.2 where, after the designs for the System have been produced, we find it necessary to recommend design changes for safety or other technical reasons which you do not agree to.

9. Contact details

9.1 Our correspondence address is Inorsen N.V. Wajaka 200, Aruba

9.2 If you wish to cancel the contract or have any comments or complaints about the work, letters or other communications should be addressed to the Director, either by writing to the address given in Paragraph 9.1, by email to i.martinus@gsaruba.com

10. Ownership of goods

10.1 We shall own the components of the System until we have received payment in full from you, even though the components may have already been delivered to you.

10.2 Components delivered to you in advance of installation are held by you at your risk. The entire System is at your risk once installed.

11. Liability

11.1 If the System we install is not what you ordered or is damaged or defective or the delivery is of an incorrect quantity or if any part of the work is performed negligently or in breach of the provisions of your Order or these terms and conditions, you should let us know of the problem by writing to us at our contact address as set out in paragraph 9.1 as soon as reasonably possible.

11.2 We shall not be liable to you for any form of indirect or consequential losses incurred by you including loss of profits, pure economic loss, depletion of goodwill or otherwise.

11.3 Warranty claims made by you under paragraph 5 are claims against the provider of the faulty equipment and whilst we agree to administer the warranty process we are not liable for such claims.

12. General

12.1 The copyright and all other intellectual property rights of whatever nature in any designs, artwork, photographs, digital images or other material produced by us as part of the work, are and shall remain, our property.

12.2 If any part of these terms and conditions is unenforceable the enforceability of any other part of these conditions will not be affected.

12.3 Nothing in these terms and conditions affects your statutory rights as a consumer.

12.4 We shall not be liable to you for any delay, loss or damage caused to or suffered by you due to any circumstances beyond our reasonable control.

12.5 For the purposes of the Contracts (Rights of Third Parties) and despite any other provision of these terms and conditions this 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.

12.6 If we waive any breach by you of any term of these terms and conditions it shall not be deemed to be a waiver of any subsequent breach or default and shall not affect these terms and conditions.

12.7 These terms and conditions are governed by and shall be construed in accordance with Dutch law and we both submit to the exclusive jurisdiction of the Dutch courts.