

STANDARD TERMS AND CONDITIONS OF SALE

GAIA CLIMATE SOLUTIONS LIMITED

Your attention is drawn in particular to the provisions of clause 11.

1. INTERPRETATION

- 1.1. The definitions in this clause apply in the terms and conditions set out in this document:

Force Majeure Event: shall have the meaning given in clause 12.

Goods: the goods that we are selling to you as set out in our acknowledgement of offer form.

Goods Specification: the specification of the Goods Ordered as set out in our acknowledgement of offer form

Order: your order for Goods and/or Services as the case may be.

Services: the services that we are supplying to you as set out in our acknowledgement of offer form.

Service Specification: the specification of the Services as set out in our acknowledgement of offer form

Terms: the terms and conditions set out in this document.

writing or written includes faxes and e-mail.

you: the individual, person, company or other body placing the Order.

us, our: Gaia Climate Solutions Limited (company number 02424430) which registered office is at Unit 4 Brickfields Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9QS.

- 1.2. Headings do not affect the interpretation of these Terms.

- 1.3. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.4. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

- 1.5. A reference to **writing or written** includes faxes and e-mails.

2. BASIS OF CONTRACT

- 2.1. These Terms, our price list, our acknowledgement of offer form and our acceptance of order form set out the whole agreement between you and us in respect of your Order and apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No variation of these Terms or representations about your Order shall have effect unless confirmed by us in writing.

- 2.2. Any descriptive matter, specifications and advertising issued by us and any descriptions or illustrations contained in our brochures, catalogues or website are only intended to give an approximate idea of the Goods and/or Services that they describe and do not form part of the contract between us.

- 2.3. Any Order is an offer by you to enter into a binding contract, which we are free to accept or decline at our absolute discretion. No Order shall be deemed to be accepted by us until we have provided you with an acknowledgement of offer form and acceptance of order form or (if earlier) delivery of the Goods and/or Services takes place. Any quotation given by us to you shall not constitute an offer and shall only be valid for a period of 30 days from the date of issue.

- 2.4. All of these Terms shall apply to the supply of both the Goods and Services (as relevant) except where application to one or the other is specified.

3. THE ORDER AND DELIVERY

- 3.1. The Goods are described in our website shop as modified by any applicable Goods Specification. We reserve the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

- 3.2. Unless otherwise specified in our acknowledgement of offer form, you shall collect the Goods from our premises at Unit 4 Brickfields Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9QS (**Delivery Location**) within three days of us notifying you that the Goods are ready for collection. If we agree a Delivery Location other than our premises, you will be responsible for the costs of delivering the Goods to you.

- 3.3. Delivery of the Goods shall be completed on collection of the Goods from our premises, or the Goods' arrival at the Delivery Location where the Delivery Location is at some other place. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods up to, but not exceeding, the cost of the Goods.

- 3.4. We shall have no liability for any delay or failure to deliver the Goods to the extent that such delay or failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

- 3.5. If you fail to accept the Goods on delivery or fail to collect the Goods within 7 days of us notifying you that the Goods are ready for collection, then except where such failure or delay is caused by a Force Majeure Event or by our failure to comply with our obligations under these Terms in respect of the Goods then we shall store the Goods until, subject to clause 3.6, you collect the Goods from us, and charge you for all related costs and expenses (including insurance) of doing so.

- 3.6. If 14 days after we notified you that the Goods are ready for delivery or 14 days after you failed to accept the Goods on them being delivered to you (as applicable) you have not accepted or taken delivery of them, we may sell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

- 3.7. You shall not be entitled to reject the Goods if we deliver up to and including 10 per cent more or less than the quantity of Goods ordered in the case of cables and in any other case 5 per cent more or less than the quantity of goods ordered. A pro-rata adjustment shall be made to the price for the Goods on receipt of notice from you that the wrong quantity of Goods was delivered.

- 3.8. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

4. QUALITY OF GOODS

- 4.1. We warrant that on delivery and, unless otherwise stated in our acknowledgement of offer form, for a period of 12 months from the date of delivery (**Warranty Period**), the Goods shall, subject to any qualification or representation given by us to you in respect of the quality, nature and/or suitability of the Goods:

4.1.1. conform in all material respects with their description and the Goods Specification;

4.1.2. be free from material defects in design, material and workmanship;

4.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

4.1.4. be fit for the purpose set out in the Goods Specification; and

4.1.5. comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom.

- 4.2. We shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if (1) you make any further use of such Goods after giving a notice in accordance with clause 5.1 (2) the defect arises because you failed to follow our oral or written instructions as to the storage,

installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice (3) the defect arises as a result of us following any drawing, design, or goods specification supplied by you (4) you alter or repair such Goods without our written consent (5) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions and/or (6) the Goods differ from the Goods Specification as a result of changes made to ensure that they comply with applicable statutory or regulatory standards.

- 4.3. Except as provided in this clause 4, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 4.1 and your legal rights are excluded in so far as it is permissible by law. These Terms apply to any repaired or replacement Goods that we supply to you in the unlikely event that the original Goods supplied do not conform with these Terms.

5. DEFECTIVE GOODS AND RETURNS

- 5.1. In the case of business customers, in the unlikely event that the Goods do not conform with these Terms ("**Fault**"), you must notify us of the Fault no later than 2 working days after delivery of the Goods or discovery of the Fault (whichever is later). Where you have given notice to us of a Fault (setting out in reasonable detail the Fault, what Goods are affected and when the Goods were delivered/installed), we may require you to return the Goods to us to be checked, at your cost. Should the Goods subsequently be found to be Faulty, we shall refund to you the reasonable cost of returning the Goods to us pursuant to this clause 5.1 subject to you providing us with a receipt showing the costs incurred by you in returning those Goods to us. Once the Goods have been checked to our satisfaction, and should the reported Fault be substantiated, then we will at our discretion, either: (a) provide you with a full or partial refund (b) replace the Goods or (c) repair the Goods.

- 5.2. If you are a consumer, in the unlikely event that the Goods are Faulty, please let us know as soon as possible after delivery. We will ask you to return the Goods to us at your cost to be checked. Should the Goods subsequently be found to be Faulty, we shall refund to you the reasonable cost of returning the Goods to us pursuant to this clause 5.2 subject to you providing us with a receipt showing the costs incurred by you in returning those Goods to us. Once the Goods have been checked to our satisfaction, and should the reported Fault be substantiated, then we will at our discretion, either (a) provide you with a full or partial refund (b) replace the Goods or (c) repair the Goods.

- 5.3. These Terms will apply to any repaired or replacement Goods that we supply to you.

6. TITLE AND RISK

- 6.1. The risk in the Goods shall pass to you on delivery. Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) for the Goods and any other goods or services that we have supplied (or are due to supply to you) in respect of which payment has become due.

- 6.2. Until title to the Goods has passed to you, you shall (1) hold the Goods on a fiduciary basis as our bailee (2) store the Goods separately from all other goods held by you so that they remain readily identifiable as our property (3) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods (4) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery (5) notify us immediately if you become subject to any of the events listed in clause 13.1(b) and (6) give us such information relating to the Goods as we may require from time to time, but you may use the Goods in a proper fashion in accordance with any instructions that we have given to you as to its use but you shall not install or incorporate the goods where it would be costly or time consuming to subsequently remove them afterwards.

- 6.3. If before title to the Goods passes to you, you become subject to any of the events listed in clause 13.1(b), or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product or building (as the case may be), and without limiting any other right or remedy that we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or that of any third party where the Goods are stored in order to recover them.

- 6.4. In addition to clause 6.3, you grant to us, our agents and employees, an irrevocable licence at any time to enter any premises where Goods are or may be stored in order to inspect them, or, where your right to possession of the Goods has terminated, provided the Goods have not been resold or irrevocably incorporated into another product or building (as the case may be), to recover them.

7. SUPPLY OF SERVICES

- 7.1. We shall provide the Services to you in accordance with the Service Specification in all material respects.

- 7.2. We shall use reasonable endeavours to meet any performance dates for the Services specified in our acknowledgement of offer form, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- 7.3. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services. We shall notify you of any such changes being required.

- 7.4. We warrant to you that the Services will be provided using reasonable care and skill.

8. CUSTOMER'S OBLIGATIONS

- 8.1. You shall:

8.1.1. ensure that the terms of the Order and (if submitted by you) the Goods Specification and/or the Service Specification are complete and accurate;

8.1.2. co-operate with us in all matters relating to the Services;

8.1.3. provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us to provide the Services;

8.1.4. provide us with such information and materials as we may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

8.1.5. ensure that all preparations to allow us to provide the Services (including, but not limited to, any preparations necessary to avoid causing us delays in, or resulting in undue interference to, us carrying out the Services) have been carried out prior to our arrival at the location where the Services are to be performed;

8.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

8.1.7. keep and maintain all of our materials, equipment, documents and other property (**Supplier Materials**) at the premises where the Services are being performed in safe custody when not attend by our employees and not dispose of, use or damage the Supplier Materials.

- 8.2. If our performance of any of our obligations in respect of the Services is prevented or delayed by any act or omission by you (and/or, if you are a sub-contractor, any persons who you are sub-contracted to ("**Head Contractor**")) or failure by you (and/or if you are a sub-contractor, a Head Contractor) to perform any relevant obligation (**Customer Default**):

8.2.1. we shall without limiting our other rights or remedies have the right to suspend performance of the Services until the Customer Default is remedied, and to rely on the Customer Default to relieve us from the performance of any of our obligations to the extent that the Customer Default prevents or delays our performance of any of our obligations;

8.2.2. we shall not be liable for any costs or losses sustained or incurred by you or anyone else arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 8.2; and

8.2.3. you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

9. PRICE AND PAYMENT

- 9.1. The price of the Goods and/or Services will be as set out in our price list in force at the time that you place your order with us. We will confirm this price, and any VAT payable in respect of it, in our 'acknowledgement of offer' form. If VAT is payable and the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in question in full before the change in the rate of VAT takes effect.
- 9.2. Subject to clause 9.3 we must receive payment for the whole of the price of the Goods and/or Services together with any other amounts due from you to us in respect of the Goods and/or Services (such as, but not limited to, any applicable charges for delivery and carriage) in cash or cleared funds before delivery of the Goods can be made or performance of the Services begin and in any event within 7 calendar days of us confirming that we have accepted your Order unless otherwise stated in our acknowledgement of offer form. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend your Order and any other outstanding orders that you may have with us without liability.
- 9.3. If you have a credit facility with us, payment for your order shall be in accordance with the terms of payment of that credit facility as agreed between us in writing from time to time.
- 9.4. We reserve the right to immediately withdraw any credit facility that you may have with us at anytime by written notice without incurring liability to you. If your credit facility is so withdrawn, any payments due from you to us will immediately become payable regardless of whether they have been invoiced or not.
- 9.5. You must not exceed any limit placed on any credit facility that you have with us. If you exceed this limit, then, at our option and without limiting our other rights, any Goods that you have ordered in excess of your limit shall become payable on delivery.
- 9.6. Without prejudice to any other rights that we may have in relation to charging interest or otherwise, we may charge interest on any outstanding payments due from you to us under this agreement at the rate of 6% over the base rate from time to time of Barclays Bank Plc from the date that payment becomes due to the date of actual payment (whether before or after judgment). Anything which you have ordered from us shall remain our property until all monies owed by you in respect of them have been paid in full. A cheque shall not be treated as payment until it has been cleared.

10. COOLING OFF PERIOD

- 10.1. Where you are buying Goods and/or Services as a consumer, within the meaning of the Consumer Protection (Distance Selling) Regulations 2000 (as amended) you shall, subject to clause 10.2, be entitled (by notice in writing to us) to cancel your Order within 8 working days of receiving the Goods or, in the case of Services, 8 working days of entering into the contract with us for the supply of those Services (the "Cooling Off Period"). Following such cancellation and subject to the return of the Goods to us (if any), and subject to clause 10.3, we will refund all amounts paid by you to us for the purchase of the Goods from us.
- 10.2. You shall not be entitled to cancel your Order pursuant to clause 10.1 if at any stage prior to the Goods being returned to us or Services provided to you (as the case may be):
 - 10.2.1. you have failed to take reasonable care of the Goods; or
 - 10.2.2. the Goods have been installed or otherwise used by you.
- 10.3. If you cancel the Order pursuant to clause 10.1, the Goods must be returned to us at our business premises within 14 working days of you taking delivery of them together with a copy of your receipt for the Goods. The return of the Goods pursuant to this clause 10 will be at your cost and risk. If you fail to return the Goods within this time period we may arrange to collect the Goods from you and shall be entitled to deduct from the amounts due to you following such cancellation, a reasonable amount representing the costs of us collecting the Goods from you.

11. LIMITATION OF LIABILITY

- 11.1. Subject to clauses 11.2 and 11.3, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.
- 11.2. Subject to clause 11.3, neither of us shall be responsible for losses that result from our failure to comply with these Terms which fall into the following categories:
 - 11.2.1. loss of income or revenue;
 - 11.2.2. loss of profit;
 - 11.2.3. loss of business;
 - 11.2.4. loss of anticipated savings;
 - 11.2.5. loss of data; or
 - 11.2.6. any waste of time.
 - 11.2.7. However, this clause 11.2 shall not prevent claims for foreseeable loss of, or damage to, your or our physical property.
- 11.3. Nothing in these Terms excludes or limits in any way our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 11.4. Our entire liability under or in connection with this agreement shall not exceed the purchase price paid by you for your Order.
- 11.5. We shall not be liable for any damage or loss caused by over heating or corrosion other than (1) where there was a defect in the Goods which resulted in the damage (2) where the Goods were installed/applied correctly following our written instructions or (3) where the Goods were installed/applied by us incorrectly. We shall further not be liable for any damage or loss caused due to you using the Goods in any way which is contrary to any standards or regulations of use in effect from time to time whether provided by us, be regulatory or statutory or common trade practice.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (**Force Majeure Event**).
- 12.2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
 - 12.2.1. strikes, lock-outs or other industrial action;
 - 12.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 12.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - 12.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 12.2.5. impossibility of the use of public or private telecommunications networks; or
 - 12.2.6. pandemic or epidemic.
- 12.3. Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform our obligations under these Terms for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

13. TERMINATION

- 13.1. We may suspend the supply or delivery of your Order, stop Goods in transit or terminate our contract with you by notice in writing to you if:

- 13.1.1. you are in breach of an obligation hereunder;
- 13.1.2. you become unable to pay your debts when they fall due or proceedings are commenced by or against you alleging that you are bankrupt or insolvent; or
- 13.1.3. we reasonably expect that any of the events set out in clauses 13.1(a) to 13.1(b) above are likely to occur.

14. GENERAL

- 14.1. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.
- 14.2. All notices sent by you to us must be sent to us at Unit 4 Brickfields Business Park, Woolpit, Bury St Edmunds, Suffolk, IP30 9QS (if by post) or enquiries@gaiacs.com if by email. We may give notice to you at the address that you provide to us.
- 14.3. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 14.4. You shall not be entitled to set off any amounts that we owe to you against amounts you owe to us.
- 14.5. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 14.6. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
- 14.7. Where you are a consumer, nothing in these Terms affects your statutory rights as a consumer other than in so far as it is permissible by law.
- 14.8. These Terms shall be governed by English law and you and us both agree to the exclusive jurisdiction of the English courts.