

Terms & Conditions of Supply of Goods to Resellers

1. INTERPRETATION

1.1 Definitions: In these Conditions, the following words shall have the following meanings:

Business Day: a day other than a Saturday, Sunday, bank or public holiday in England.

Buyer: the purchaser of the Goods from the Supplier.

CONC: the Consumer Credit sourcebook in the FCA Handbook, as amended, replaced or updated from time to time.

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

Contract: the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Credit Agreement: any regulated or exempt credit agreement entered into or proposed to be entered into between an End Customer and a Finance Provider in connection with the purchase or installation of Goods or related services.

Credit Broking Activity: any activity which constitutes credit broking for the purposes of FSMA, the RAO or the Consumer Credit Act 1974, including introducing an End Customer to the Supplier, a Finance Provider or any other person for the purpose of or in connection with entering into a Credit Agreement, or taking any preparatory step in relation to the entry into a Credit Agreement.

Delivery Point: the location for delivery of the Goods as more particularly described in condition 6.1 and subject always to condition 4.5.

End Customer: any customer or prospective customer of the Buyer to whom the Buyer sells or proposes to sell Goods or related installation services.

FCA: the Financial Conduct Authority and any successor regulatory authority from time to time.

Finance Provider: Zopa Bank Limited, BNP Paribas Leasing Solutions or any other third-party finance provider to which the Supplier introduces End Customers in connection with a Credit Agreement from time to time.

Force Majeure Event: as defined in condition 14.1.

FSMA: the Financial Services and Markets Act 2000

Goods: the goods (or any part of them) set out in the Order.

Manufacturer: the manufacturer of the relevant Goods.

Manufacturer's Specifications: any description or specification for the Goods included in any catalogues, brochures or other materials published by or on behalf of the Manufacturer.

Order: the Buyer's order for the Goods, as set out in the online order form submitted by the Buyer, the Buyer's purchase order form, the Buyer's written acceptance of the Supplier's quotation, overleaf, or as otherwise submitted by the Buyer to the Supplier, as the case may be.

RAO: the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

Regulatory Losses: all liabilities, losses, damages, claims, demands, complaints, fines, penalties, remediation costs, compensation payments, refunds, interest, costs, expenses and professional fees suffered or incurred by the Supplier.

Returns Policy: means the Supplier's returns policy entitled "Segen Customer Returns Policy" and which can be accessed on the portal under the documentation section and as may be updated by the Supplier from time to time.

Supplier: Segen Ltd (CRN: 05309114) whose registered office is at 200 Fowler Avenue, Farnborough, GU14 7JP.

Supplier's Premises: Segen C/O Wincanton, Kingsnorth Industrial Estate, Rochester, ME3 9ND. Segen C/O Crane Worldwide Logistics, Unit 1, Airport Business Park, Co. Dublin, K67 Y9T3.

1.2 Construction: In these Conditions, the following rules apply:

- 1.2.1** A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.2.2** A reference to a party includes its successors or permitted assigns.
- 1.2.3** A reference to a statute or statutory provision is a reference to such statute or 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.
- 1.2.4** A 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.
- 1.2.5** A reference to writing or written includes faxes and emails.

2. THE CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.
- 2.3 Subject to condition 5 the Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, or, if earlier, delivers the Goods, at which point the Contract shall come into existence.
- 2.4 Any quotation for the Goods provided by the Supplier shall not constitute an offer. Unless otherwise expressly set out therein, a quotation shall only be valid for a period of 30 (thirty) days from the date of issue. Any acceptance by the Buyer of a quotation from the Supplier shall constitute an Order (which is subject to acceptance by the Supplier in accordance with these Conditions).
- 2.5 Subject to any variation under condition 2.6, the Contract shall be on the terms set out in these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply by amending these Conditions or otherwise). No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, order confirmation, specification or other document shall form part of the Contract.
- 2.6 No variation to these Conditions shall have effect unless expressly agreed in writing by the Supplier and the Buyer.

3. DESCRIPTION

- 3.1 The quantity and description of the Goods shall be as set out in the Order.
- 3.2 The Supplier shall have no liability in respect of and does not provide any warranty in relation to the Manufacturer's Specifications, whether the same have been supplied by the Supplier to the Buyer or not.

4. PRICE

- 4.1 The price payable for the Goods shall, subject to condition 4.2 or unless otherwise expressly agreed in writing between the Supplier and the Buyer, be the price set out in the Order, or, if no price is set out in the Order, the price set out in any quotation provided by the Supplier to the Buyer which has been accepted by the Buyer within the time period for acceptance as referred to in condition 2.4 (where such a quotation exists), or where no such quotation exists, the price set out in the Supplier's published list as at the date of submission of the Order by the Buyer.
- 4.2 The Supplier reserves the right to increase the price of any Order placed but not yet finalised, in the event that any goods to be acquired by the Supplier in order for the Supplier to fulfil the Order are subject to price increases imposed by the relevant supplier of those goods.
- 4.3 Where the price payable for the Goods is determined by the Supplier's price list and the Supplier identifies an error on such price list (regardless of the cause of such error) then:

- 4.3.1 where the Supplier identifies the error prior to accepting the Order, it may either reject the Order or advise the Buyer of the correct price in which case the Buyer may either reject the revised price or submit a revised Order at the correct price; or
- 4.3.2 where the Supplier identifies the error after accepting the Order but before delivering the relevant Goods then it may either (i) immediately cancel the Order by giving the Buyer written notice of such cancellation and refund any sums already paid for such Goods or (ii) inform the Buyer of the correct price in which case the Buyer may either proceed with the Order at the correct price (and immediately pay any shortfall where it has already made a payment for the Goods to the bank account nominated by the Supplier from time to time) or cancel the Order and receive a refund for sums already paid for the relevant Goods; or
- 4.3.3 where the Supplier identifies the error after accepting the Order and after delivery of the relevant Goods then either (i) the Supplier may cancel the Order, refund any sums previously paid by the Buyer in respect of the relevant Goods and require the Goods to be returned to it by the Buyer at the Buyer's cost or (ii) inform the Buyer of the correct price in which case the Buyer may either cancel the Order and return the Goods to the Supplier at the Buyer's cost and be entitled to a refund of any sums already paid for such Goods or pay any shortfall in the relevant price immediately to the Supplier to the bank account nominated by the Supplier from time to time.
- 4.4 Any refunds due pursuant to condition 4.2 shall be made by the later of (i) 28 (twenty eight) days of the date of cancellation of the relevant order pursuant to that condition and (ii) 28 (twenty eight) days from the date of receipt by the Supplier of Goods returned by the Buyer (where applicable) in each case to the bank account nominated by the Buyer in writing from time to time. Where no such bank account has been nominated by the Buyer at the date of cancellation of the relevant Order then the time period for making the refund will be extended by the number of days after the relevant cancellation that the Buyer notifies the Supplier of the bank account to which it requires the refund to be paid.
- 4.5 Where the Buyer is required to return any Goods to the Supplier pursuant to condition 4.2.3 then it shall do so as soon as reasonably possible following a request from the Supplier and in any event within 5 (five) Business Days of such request to the location nominated by the Supplier. All applicable Goods will remain at the Buyer's risk until received by the Supplier at the location specified by the Supplier.
- 4.6 The price of the Goods is exclusive of all taxes (including without limitation value added tax), duties and levies (or local equivalents), which shall be payable by the Buyer, subject to receipt of an invoice, at the applicable rates.
- 4.7 The price of the Goods is exclusive of the costs of carriage and insurance to the Delivery Point, which shall be payable by the Buyer and the Buyer shall be responsible for off-loading the Goods at the Delivery Point
- 4.8 Unless otherwise expressly agreed in writing by the Supplier, the Delivery Point shall be within the United Kingdom. If it is agreed that the Delivery Point is to be outside the United Kingdom, the Buyer shall pay to the Supplier the taxes, duties and levies referred to in condition 4.5 within 14 (fourteen) days of the date of the relevant invoice in respect of the same, or in accordance with the credit period assigned to the Buyer from time to time, whichever period is the shorter.
- 4.9 The Supplier may invoice the Buyer for the Goods and any costs in respect of carriage and/or insurance payable by the Buyer on or at any time following acceptance of the Buyer's Order for the Goods. The Buyer shall pay the invoice in full within 30 (thirty) days of the date of the invoice date or in accordance with the credit period assigned to the Buyer from time to time whichever period is the shorter in each case, to the bank account nominated by the Supplier in writing from time to time.

- 4.10** Time shall be of the essence in respect of the payment of all sums due from the Buyer to the Supplier under and/or in connection with these Conditions.
- 4.11** All invoices submitted by the Supplier (irrespective of whether the due date for any such invoice has passed at the relevant time) shall become immediately due and payable on termination of these Conditions or any Contract for any reason or if:
- 4.11.1** the Buyer has a bankruptcy order made against them or makes an arrangement or composition with their creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 ('IA 1986')), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 4.11.2** the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts (as defined in section 123 of the IA 1986); or
 - 4.11.3** any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 4.10.1 to 4.10.2; or
 - 4.11.4** the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - 4.11.5** the financial position of the Buyer deteriorates to such an extent that in the opinion of the Supplier the capability of the Buyer adequately to fulfil its obligations under the Contract or these Conditions have been placed in jeopardy.
- 4.12** The Supplier may review the credit period assigned to the Buyer from time to time. The Supplier shall be entitled to revise the same as it may in its absolute discretion decide (including removal altogether forthwith). If:
- 4.12.1** the credit period assigned to the Buyer is removed at any such review, the Supplier shall notify the Buyer accordingly and such removal shall apply: (a) with effect from deemed receipt of such notice in accordance with condition 12 (Communications) and (b) to any and all invoices issued to the Buyer by the Supplier which are outstanding as at the date of deemed receipt of such notice (provided that interest for late payment may only be charged with effect from the date of deemed receipt of the Supplier's notice to the Buyer that the credit period is removed), as well as to any invoices issued by the Supplier to the Buyer from and including the date of deemed receipt of such notice.
 - 4.12.2** the credit period assigned to the Buyer is decreased (but is not removed entirely pursuant to condition 4.11.1) at any such review, any such decreased credit period shall apply to any and all invoices issued to the Buyer by the Supplier with effect from the date of the relevant review.

4.12.3 the credit period assigned to the Buyer is increased at any such review, any such revised credit period shall apply to any invoices issued by the Supplier to the Buyer from and including the date of such review or such later date as the Supplier may decide.

4.13 All payments received, if not supported by a remittance advice, will be allocated to the oldest invoices on the account.

4.14 No payment by the Buyer shall be deemed to have been received until the Supplier has received cleared funds.

4.15 If the Buyer fails to pay the Supplier any sum due, the Buyer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the annual rate of 4% (four percent) above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis until payment is made, both before or after any judgment.

4.16 As an alternative to the interest rate set out in condition 4.14, the Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.17 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set-off an amount owing by it to the Buyer against any amount payable by the Supplier to the Buyer.

5. DEPOSITS

5.1 The Supplier may in its absolute discretion require the Buyer to pay a deposit in respect of any Order where the Buyer indicates in respect of the relevant Order that it does not expect or intend to take delivery of the applicable Goods within a period of 30 (thirty) or more days from and including the date it places the relevant Order.

5.2 Where the Supplier requires a deposit to be paid in respect of any Order then it shall within a reasonable time of receipt of the relevant Order notify the Buyer of the amount of the required deposit which shall not be more than 25% (twenty five percent) of the total value of the Goods (plus VAT at the applicable rate) subject to the relevant Order and the Buyer shall pay such deposit to the bank account nominated in writing by the Supplier from time to time within 2 (two) Business Days of such notification.

5.3 Where a deposit is required then the Supplier shall be entitled to cancel the relevant Order without incurring any liability whatsoever to the Buyer and without prejudice to any other right or remedy available to the Supplier at any time until the Supplier receives the deposit in full and in cleared funds

5.4 If the Goods subject to the relevant Order to which a deposit relates have not been collected or delivered (as applicable) within 90 (ninety) days from and including the date of the Order the Supplier may in its sole and absolute discretion:

5.4.1 cancel the relevant Order and retain the applicable deposit; or

5.4.2 continue to hold the stock of the relevant Goods for such period(s) as determined by the Supplier in its absolute discretion provided that the Supplier shall maintain all of its rights under condition 5.4.1 where it decides to hold the stock pursuant to this condition 5.4.2.

- 5.5 Any deposit paid by the Buyer pursuant to this condition 5 shall be non-refundable.
- 5.6 The value of any deposit collected from the Buyer pursuant to this condition 5 shall be deducted from any invoice relating to the relevant Order where the relevant Order is not cancelled prior to delivery in accordance with the terms of this Agreement.

6. DELIVERY

- 6.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as is agreed in writing between the Supplier and the Buyer. In the absence of any location specified in the Order or otherwise agreed between the parties, delivery shall take place at the Buyer's principal place of business.
- 6.2 Delivery of the Goods shall be completed when the Goods arrive at the Delivery Point (subject to the Buyer's right to refuse delivery in accordance with condition 6.5).
- 6.3 Any dates quoted or accepted by the Supplier for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods.
- 6.4 If the Goods have not been delivered by the date or, if relevant, by the end the time period given by the Supplier as the approximate date/period for delivery then, unless the delay is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods [or the Goods have not been collected by the Buyer in accordance with condition 6.6], then the Buyer shall be entitled to give written notice to the Supplier requiring the Supplier to deliver the Goods within not less than 30 (thirty) days following receipt of such notice, whereupon, if the Supplier fails to comply, the Buyer may terminate the Contract forthwith on written notice to the Supplier.
- 6.5 The Supplier shall use its reasonable endeavours to keep the Buyer reasonably informed of the anticipated time and date of delivery and the Buyer shall accept delivery of the Goods at the Delivery Point provided that it has received not less than 24 (twenty-four) hours' notice of such delivery. If it has received less than 24 (twenty four) hours' notice then, unless the delivery is being made on the delivery date or within the delivery period specified in the Order or otherwise agreed between the parties, then the Buyer may refuse to accept delivery if it not reasonable to expect the Buyer to accept delivery on that date taking into account the Buyer's ability to grant access to the Delivery Point on that date and any material inconvenience to the Buyer in complying.
- 6.6 The Supplier may deliver the Goods by instalments. Each instalment shall be invoiced and paid for in accordance with the provisions of the Contract and shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

7. NON DELIVERY

- 7.1 The quantity of Goods as recorded by the Supplier on the proof of delivery signed by the Buyer shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 7.2 Any liability of the Supplier 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 rate against any invoice raised for such Goods.

RISK/TITLE

8.

- 8.1 The Goods are at the risk of the Buyer from the time of delivery.
- 8.2 Title in the Goods shall not pass to the Buyer until the earlier of:
 - 8.2.1 the Supplier receives in full (in cash or cleared funds) all sums due to it in respect of the Goods; and
 - 8.2.2 the Supplier receives in full (in cash and cleared funds) all sums due to it in respect of all Goods supplied to the Buyer or Ordered by the Buyer (in each case as applicable); and
 - 8.2.3 The Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in condition 8.4.
- 8.3 Subject to condition 8.4 until title to the Goods has passed to the Buyer, the Buyer shall:
 - 8.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
 - 8.3.2 store the Goods (at no cost to the Supplier) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Supplier's property;
 - 8.3.3 not destroy, deface or obscure any identifying mark on or relating to the Goods;
 - 8.3.4 maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Buyer shall produce the policy of insurance to the Supplier;
 - 8.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in condition 8.5; and
 - 8.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 8.4 Notwithstanding condition 8.3 and subject to condition 8.5, the Buyer may resell the Goods in the ordinary course of its business. However, if the Buyer resells the Goods before the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and any other sums which are owed to the Supplier from the Buyer: -
 - (a) it does so as principal and not as the Supplier's agent; and
 - (b) title to the relevant Goods shall pass from the Supplier to the Buyer immediately before the time at which resale by the Buyer occurs.
- 8.5 If title to the Goods has not passed to the Buyer, the Buyer's right to possession and/or resale of the Goods shall terminate immediately if:

- 8.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986 ('IA 1986')), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 8.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts (as defined in section 123 of the IA 1986); or
 - 8.5.3 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 8.5.1 to 8.5.2; or
 - 8.5.4 the Buyer encumbers or in any way charges the Goods; or
 - 8.5.5 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - 8.5.6 the financial position of the Buyer deteriorates to such an extent that in the opinion of the Supplier the capability of the Buyer adequately to fulfil its obligations under the Contract or these Conditions have been placed in jeopardy.
- 8.6 If before title to the Goods passes to the Buyer either (i) the Buyer becomes subject to any of the events listed in condition 8.5, or (ii) the Supplier reasonably believes that any such event is about to happen and notifies the Buyer accordingly or (iii) the Buyer fails to pay any sums due under and/or in connection with these Conditions by the relevant due date or the Supplier reasonably suspects that the Buyer will not make payment of any sums by the relevant due date, then in each case (i), (ii) and (iii), provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Buyer to deliver up the Goods or may enter (pursuant to condition 8.6) any premises of the Buyer or of any third party where the Goods are stored in order to recover them. The Buyer grants the Supplier, its agents and employees an irrevocable license at any time to enter the Delivery Point and any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to remove and recover them.
- 8.7 On termination of the Contract, howsoever caused, the Supplier's rights contained in this condition 8 shall remain in effect.

9.

RETURNS AND REFUNDS

- 9.1 All claims of damage present on delivery or claims that the warranty in condition 10 has been breached must take place in accordance with the provisions of this condition 9 and the Supplier's Return Policy in force from time to time.
- 9.2 If the Buyer considers that any Goods delivered to the Buyer were damaged on delivery or are not in compliance with the warranty in condition 10 the following process must be followed:
 - 9.2.1 The Buyer must notify the Supplier in writing within 10 (ten) Business Days of delivery of the Goods of the damage or the alleged breach of warranty. Such notice must include details of the Goods alleged to be damaged or in breach of warranty, the Order to which the Goods relate and details of the damage or alleged breach of warranty. If the Buyer fails to notify the Supplier of any breach of the warranty contained in condition 10.3 within such 10 Business Day period, then the Supplier shall have no liability (whether in contract, tort (including negligence) or otherwise) for any breach of the warranty contained in condition 10.3 and the Buyer shall be required to liaise with the Manufacturer directly in respect of any warranty claim it may have against such Manufacturer.
 - 9.2.2 On receipt of notice in accordance with condition 9.2.1 above, the Suppliers technical support team will contact the Buyer and request that tests are performed by the Buyer in accordance with the instructions of the Suppliers technical support team ("Phase One Testing").
 - 9.2.3 If the Phase One Testing does not provide a conclusive result, then a returns order will be generated by the Supplier and at the Supplier's sole option, either the Goods must be returned to the Supplier at the Buyer's cost and in accordance with the Supplier's instructions or the Supplier will collect the Goods from the Buyer for further testing ("Phase Two Testing").
 - 9.2.4 If either Phase One Testing or Phase Two Testing reveals that the Goods are damaged or in breach of the warranty in condition 10 the Supplier may at its sole discretion provide the Buyer with a credit note for the full price of the relevant Goods, excluding any delivery charges, duties, taxes or other charges or provide the Buyer with replacement Goods (whereupon it shall have no further liability for a breach of the warranty in condition 10.3 in respect of such Goods).
 - 9.2.5 Where the Supplier provides the Buyer with replacement Goods pursuant to condition 9.2.4 then:
 - 9.2.5.1 the Supplier may raise an invoice for the value of the replacement Goods which shall be payable by the Buyer in accordance with the provisions of condition 4; and
 - 9.2.5.2 where the Supplier invoices the Buyer for the replacement Goods pursuant to condition 9.2.5.1 then it shall also raise a credit note for the full price of the relevant damaged Goods.
 - 9.2.6 If the results of Phase One Testing and/or Phase Two Testing reveal that there is no damage or breach of the warranty in condition 10, the Supplier will not accept return of the Goods and will not issue any credit note in respect of such Goods. If the relevant Goods are in the possession of the Supplier then the Buyer must collect the Goods, at its own cost and risk within one calendar month of notification that there is no damage or breach of warranty. If the Buyer fails to collect the Goods within one month of notification that there is no damage or breach of warranty, the Supplier will be entitled to sell the Goods to another party with full title guarantee. No refund will be issued to the Buyer. If the Supplier has already issued a credit note or provided replacement Goods in respect of any Goods which the Phase One Testing and/or Phase Two Testing reveals were not in breach of the warranty at condition 10.3 then the Buyer shall (in each case as applicable) either immediately upon request repay to the Supplier the amount of any refund paid to the Buyer pursuant to a credit note or return to the Supplier (at the Buyer's cost) any such replacement Goods.

- 9.2.7 The Supplier shall have no liability in respect of damage or breach of warranty in the Goods arising or caused on or after delivery has occurred.
- 9.3 If the Goods are not damaged or in breach of the warranty in condition 10.3 but Buyer decides that they no longer want Goods that have been ordered and delivered and would like to return them to the Supplier, then the following steps must be taken and the applicable provisions of the Supplier's Return Policy will apply:
- 9.3.1 The Buyer must notify the Supplier in writing within 10 (ten) Business Days that they wish to return Goods ("Return Goods"). This notice must be submitted by logging in to the installer's portal on the Suppliers website: <http://www.segen.co.uk/Home/Login> and submission of a return order form.
 - 9.3.2 The Return Goods to be returned in accordance with condition 9.3.1 must be returned to the Suppliers Premises within 14 (fourteen) Business Days of delivery. Such return is to take place between the hours of 9.00am and 5.00pm on a Business Day and at the cost and risk of the Buyer.
 - 9.3.3 All Return Goods must be fully functional and, in a state, capable of being resold by the Supplier as well as being correctly packaged and labelled with the unique order return number generated following submission of the return order form in accordance with condition 9.3.1 above.
 - 9.3.4 Once Return Goods are received by the Supplier, they will be checked by a member of the Supplier's return team. Provided that the Return Goods have been returned in accordance with the provisions of this condition 9.3 and the Return Goods are in re- saleable condition, a credit note of 75% (seventy five percent) of the value of the Goods (including VAT but excluding delivery charges) will be issued. If the Return Goods are not returned in accordance with the provisions of this condition 9 and the terms of the Returns Policy, then no credit note will be issued.
- 9.4 If any Goods are delivered to the Buyer in error, the relevant provisions of the Returns Policy shall apply and the Buyer agrees that it shall notify the Supplier within 10 (ten) Business Days of delivery including with such information the relevant order and/or shipment number, the relevant part number of the Goods and a photograph of the delivered Goods. In the event of a genuine error on the part of the Supplier the Supplier will arrange for the incorrect Goods to be collected. Until the incorrect Goods are collected, they must be stored in accordance with condition 8.
- 9.5 Any cash refund to be made under this condition 9 will be made by electronic transfer to the account from which payment was originally made. The Supplier will aim to process any refund so that it reaches the Buyers account within 28 (twenty-eight) Business Days of the Supplier confirming that a refund will be made.
- 9.6 Any replacement Goods to be sent to the Buyer will be delivered in accordance with the delivery procedure at condition 6.

WARRANTY

- 10.**
- 10.1** Each of the sub-conditions in condition 9 shall be treated as separate and independent and should be read in conjunction with the Suppliers Returns Policy and condition 9.
 - 10.2** The Supplier hereby excludes to the fullest extent permitted by law all warranties, conditions and other terms implied by statute, common law or otherwise save those expressly set out in these Conditions and those implied by section 12 of the Sale of Goods Act 1979.
 - 10.3** The Supplier warrants that on delivery the Goods shall be free from material defects in design, material and workmanship.
 - 10.4** Subject to conditions 10.5 and 10.6, in the event that the Buyer considers that the warranty in condition 10.3 to have been breached, it agrees that it shall follow the procedure detailed in condition 9.2.
 - 10.5** The Supplier shall not be liable for any failure to comply with the warranty set out in condition 10.3 if:
 - 10.5.1** the Buyer makes any further use of such Goods after giving notice in accordance with condition 9.2; or
 - 10.5.2** the defect arises because the Buyer failed to follow the Supplier's or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice; or
 - 10.5.3** the Buyer alters or repairs such Goods without the written consent of the Supplier;
 - 10.5.4** the defect arises as a result of fair wear and tear, willful damage, negligence by the Buyer or any third party, or abnormal storage or working conditions.
 - 10.6** The warranties contained in condition 9.3 do not include:
 - 10.6.1** any equipment, materials or supplies not supplied by the Supplier,
 - 10.6.2** damage or loss of function sustained during periods with wind speeds exceeding 60 metres/second or submersed in water unless the Goods are designed to operate in such conditions,
 - 10.6.3** any accidental loss or damage not caused by the Supplier or any loss or damage caused by any acts of God or any loss or damage to the extent contributed by any acts of God.
 - 10.7** These Conditions apply to any replacement Goods supplied to the Buyer.
 - 10.8** Except as provided for in this condition 10, the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in condition 10.3. Subject to condition 12.1, the Buyer's sole remedy in respect of a breach of the warranty in condition 10.3 shall be as set out in condition 9.2 and subject to the requirements imposed upon the Buyer in condition 9.2.

LIMITATION OF LIABILITY

11.

- 11.1** The Buyer shall not, and shall ensure that its employees, officers, agents, contractors and representatives do not:
- 11.1.1** for death or personal injury caused by the Supplier's negligence; or
 - 11.1.2** breach of terms implied by section 12 of the Sale of Goods Act 1979;
 - 11.1.3** for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
 - 11.1.4** for fraud or fraudulent misrepresentation.
 - 11.1.5** assist an End Customer to select a finance option, choose a repayment term, complete, pre-populate or submit a finance application, or otherwise progress an End Customer through a finance application journey;
 - 11.1.6** collect, input, transmit or verify information from or about an End Customer for the purpose of a finance application, other than factual information relating to the underlying proposal for Goods or installation services which is required for the creation of that proposal;
 - 11.1.7** communicate with any End Customer regarding the status or outcome of a finance application or any decision made by a Finance Provider;
 - 11.1.8** hold itself out as offering, arranging, providing, introducing or advising on finance;
 - 11.1.9** state or imply that it acts on behalf of the Supplier or any Finance Provider in connection with any finance option, finance application or Credit Agreement; or
 - 11.1.10** do anything which may cause the Supplier or any Finance Provider to be in breach of applicable law, FCA rules, CONC, the Consumer Credit Act 1974, FSMA or the RAO.
- 11.2** The Buyer shall comply with all policies, guidance, scripts, training materials and instructions issued by the Supplier from time to time relating to customer communications, the customer journey and the Buyer's role in relation to End Customers, including those designed to ensure that the Buyer does not carry on Credit Broking Activity.
- 11.3** The Buyer shall immediately notify the Supplier if:
- 11.3.1** the Buyer becomes aware of any actual or potential breach of this condition 11;
 - 11.3.2** the Buyer receives any complaint, claim or enquiry relating to the Supplier, a Finance Provider, a Credit Agreement or any finance application; or
 - 11.3.3** the Buyer becomes aware of any circumstance which may give rise to Regulatory Losses.
- 11.4** The Supplier may, on reasonable notice, audit, monitor or request information relating to the Buyer's compliance with this condition 11, including copies of customer communications, scripts, training records and other relevant records. The Buyer shall provide all reasonable assistance requested by the Supplier in connection with any such audit, monitoring exercise, complaint, Finance Provider enquiry, FCA enquiry or other regulatory matter.

- 11.5 The Supplier may immediately suspend the Buyer's access to the Supplier's platform, any finance related functionality or any related customer journey if the Supplier reasonably believes that the Buyer has breached, or may breach, this condition 11 or that continued access may create regulatory, customer, operational or reputational risk for the Supplier or any Finance Provider.
- 11.6 The Buyer shall ensure that its employees, officers, agents, contractors and representatives who interact with End Customers are made aware of, and comply with, this condition 11.
- 11.7 The Buyer shall indemnify and keep indemnified the Supplier, its group companies, officers, employees, agents and representatives against all Regulatory Losses arising out of or in connection with:
 - 11.7.1 any breach by the Buyer of this condition 11;
 - 11.7.2 any loss suffered by the Supplier under any agreement between the Supplier and a Finance Provider arising out of or in connection with the Buyer's conduct;
 - 11.7.3 any act or omission by the Buyer which causes or contributes to the Buyer carrying on, or being alleged to have carried on, Credit Broking Activity;
 - 11.7.4 any act or omission by the Buyer which causes or contributes to any Credit Agreement being unenforceable, alleged to be unenforceable, or requiring validation, remediation, customer compensation, or a court order to become enforceable;
 - 11.7.5 any claim or demand made by a Finance Provider against the Supplier arising out of or in connection with the Buyer's conduct, customer communications or involvement in the customer journey;
 - 11.7.6 any customer complaint, Financial Ombudsman Service complaint, FCA enquiry, regulatory investigation, validation order application or remediation exercise arising out of or in connection with the Buyer's conduct in relation to the Supplier, any Finance Provider or any Credit Agreement; and
 - 11.7.7 any failure by the Buyer to comply with any policies, guidance, training materials, scripts or instructions issued by the Supplier relating to customer communications, the customer journey or the Buyer's role in relation to End Customers, including those designed to ensure that the Buyer does not carry on Credit Broking Activity.

- 11.8 The indemnity in condition 11.7 shall apply whether the relevant Regulatory Losses are suffered or incurred directly by the Supplier or are claimed against the Supplier by any Finance Provider, End Customer, regulator, ombudsman, enforcement authority or other third party.
- 11.9 For the avoidance of doubt, Regulatory Losses shall include any losses, liabilities, costs, expenses, or professional fees incurred by the Supplier where a Finance Provider seeks recovery from the Supplier on the basis that a Credit Agreement is, may be or is alleged to be unenforceable, or where any validation, remediation, refund, compensation or customer communication exercise is required, in whole or in part, as a result of the Buyer's conduct.
- 11.10 The Buyer shall provide all assistance reasonably requested by the Supplier in connection with any claim, complaint, Finance Provider enquiry, FCA enquiry, Financial Ombudsman Service complaint, validation order application, remediation exercise or other matter relating to the Supplier or any Credit Agreement.
- 11.11 Without limiting any other right or remedy of the Supplier, the Supplier may immediately terminate any Contract, cancel any outstanding Order, suspend delivery of Goods, suspend the Buyer's access to the Supplier's platform, or refuse to accept further Orders from the Buyer if:
 - 11.11.1 the Buyer breaches condition 11;
 - 11.11.2 the Supplier reasonably believes that the Buyer has carried on, or may carry on, Credit Broking Activity;
 - 11.11.3 the Supplier reasonably believes that the Buyer's conduct may cause or contribute to any Credit Agreement being unenforceable, alleged to be unenforceable or subject to regulatory challenge;
 - 11.11.4 the Buyer fails to comply with any policy, guidance, training requirement, script or instruction issued by the Supplier; or
 - 11.11.5 the Supplier reasonably considers that continued trading with the Buyer, or continued access by the Buyer to the Supplier's platform, may create regulatory, customer, operational or reputational risk for the Supplier or any Finance Provider.
- 11.12 Termination, cancellation or suspension under condition 11.11 shall be without prejudice to the Buyer's obligation to pay all sums due to the Supplier and without prejudice to the Supplier's rights under condition 11.7.

12. LIMITATION OF LIABILITY

12.1 Nothing in these Conditions excludes or limits the liability of the Supplier:

12.1.1 for death or personal injury caused by the Supplier's negligence; or breach of terms implied by section 12 of the Sale of Goods Act 1979;

12.1.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

12.1.3 for fraud or fraudulent misrepresentation.

12.2 Subject to condition 12.1, the Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss including any losses that result from the Supplier's deliberate personal repudiatory breach of the Contract.

12.3 Subject to condition 12.1, the Supplier shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

12.3.1 any loss of profit;

12.3.2 any loss of business or opportunity;

12.3.3 any loss of or damage to goodwill;

12.3.4 any loss of anticipated savings;

12.3.5 any loss of energy supply;

12.3.6 any loss of or corruption to data;

12.3.7 any loss of contract;

12.4 Subject to condition 12.1, the Supplier's total liability to the Buyer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the greater of [£10,000] or 125% (one hundred and twenty five percent) of the price for the relevant Goods supplied by the Supplier to the Buyer pursuant to these Conditions.

12.5 Subject to condition 12.1 the Supplier shall not be liable to the Buyer in respect of any costs incurred in respect of the de-installation and/or re-installation of replacement Goods, including but not limited to the cost of any equipment and/or labour required.

12.6 The Buyer expressly acknowledges that by entering into contract with the Supplier it acknowledges and agrees the exclusions and limitations of liability set out herein and that the price which has been agreed for the Goods reflects the level of liability accepted by the Supplier. The Buyer further acknowledges that it is its own responsibility to seek legal advice on the meaning and effect of these exclusions and limitation of liability and that it is able to and should seek to protect itself against any potential loss or damage which is not recoverable from the Supplier by means of obtaining insurance from third party providers.

12.7 Nothing in this condition 12 shall limit or exclude the Buyer's liability to the Supplier under condition 11, including the Buyer's liability under the indemnity in condition 11.7.

13. COMMUNICATIONS

- 13.1 All communications between the parties shall be in writing and delivered by hand or sent by pre-paid first class post, airmail, fax or email to the address, email address or fax number notified to the other party from time to time and shall be deemed to have been received if sent by pre-paid first class post, 2 (two) Business Days after posting (exclusive of the day of posting); if sent by airmail 7 (seven) Business Days after posting (exclusive of the day of posting), or if delivered by hand, on the day of delivery; or if sent by fax or email on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

14. FORCE MAJEURE

- 14.1 A party, provided that it has complied with the provisions of condition 14.3, shall not be in breach of the Contract, nor liable for any failure or delay in performance of any obligations under the Contract (and, subject to condition 14.3.3, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (Force Majeure Event), including but not limited to any of the following:
- 14.1.1 acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
 - 14.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
 - 14.1.3 terrorist attack, civil war, civil commotion or riots;
 - 14.1.4 nuclear, chemical or biological contamination or sonic boom;
 - 14.1.5 mandatory compliance with any law (including a failure to grant any licence or consent needed or any change in the law or interpretation of the law);
 - 14.1.6 fire, explosion or accidental damage;
 - 14.1.7 loss at sea;
 - 14.1.8 adverse weather conditions;
 - 14.1.9 collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
 - 14.1.10 any labour dispute, including but not limited to strikes, industrial action or lockouts;
 - 14.1.11 non-performance by companies or subcontractors (other than by companies in the same group as the party seeking to rely on this condition); and
 - 14.1.12 interruption or failure of utility service, including but not limited to electric power, gas or water.

- 14.2 The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- 14.3 Any party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:
- 14.3.1 it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 14.3.2 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 14.4 If the Force Majeure Event prevails for a continuous period of more than three months, any party may terminate the Contract by giving written notice to the other party, whereupon the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

15. ENTIRE AGREEMENT

- 15.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 15.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract.
- 15.3 Nothing in this condition shall limit or exclude any liability for fraud.

16. ASSIGNMENT AND SUBCONTRACTING

- 16.1 The Supplier may at any time assign or transfer all or any of its rights under the Contract.
- 16.2 The Buyer may not assign or transfer or purport to assign or transfer all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 16.3 The Supplier may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent provided that the Supplier shall remain liable for such performance.

17. GENERAL

- 17.1 Failure or delay by the Supplier 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. Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 17.2 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.
- 17.3 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.4 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
- 17.5 Each right or remedy of the Supplier under the Contract is without prejudice to any other right or remedy of the Supplier howsoever arising.

Vs.1 16th September 2026, 13.20pm