

Haven Off-Grid Terms & Conditions

This document (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed in our catalogues or brochures or on our website www.havenoff-grid.com (our site), our customer order form, your written acceptance of our quotation, or overleaf.

Please read these terms and conditions carefully before ordering any Products from us. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. Please retain a copy of these terms and conditions for future reference.

If you are ordering Products from our sites, please put a tick in the box marked “I Agree to Terms and Conditions of sale” on the order form if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our any of our website.

1. INFORMATION ABOUT US

1.1 We are Haven Off-Grid, trading as EGC Contracting Ltd, a company registered in Scotland under company number SC665726 and with our registered office address at Chapelton Cottage, Barras, Stonehaven, AB39 2TS. We operate the website www.havenoff-grid.com.

2. DEFINITIONS

2.1 In these Conditions, the following definitions will apply:

- Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Aberdeen are open for business.
- Conditions: the terms and conditions set out in this document, as amended from time to time.
- Contract: the contract between you and us for the sale and purchase of the Products in accordance with these Conditions.
- Specification: any specification for the Products, including any related plans and drawings, that is supplied by us to you, or produced by us and agreed in writing by you.

3. YOUR STATUS

3.1 By placing an order for our Products, you warrant that you are legally capable of entering into binding contracts.

4. YOUR CONTRACT

4.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.2 The Contract constitutes the entire agreement between you and us (Haven Off-Grid). You acknowledge that you have not relied on any statement, promise or representation (whether verbal or otherwise) made or given by or on behalf of us which is not set out in the Contract. Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions or illustrations on our sites, catalogues or brochures are issued for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or any other contract between you and us for the sale of the Products.

5. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

5.1 A quotation for the Products given by us shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

Website and Email Orders

5.2 Your order on our site, or by email direct to us, constitutes an offer by you to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that we have accepted your order (Order Confirmation). The contract between us (Contract) will only be formed when we send you the Order Confirmation.

5.3 The Contract will relate only to those Products whose order we have confirmed in the Order Confirmation.

Order Forms

5.4 Your submission of an order form to us constitutes an offer by you to purchase the Products in accordance with these Conditions. You shall ensure that the terms of the order form and any relevant Specification are complete and accurate.

5.5 The order shall only be deemed to be accepted when we issue a written acceptance of the order (Order Confirmation), at which point the Contract shall come into existence.

By Telephone

5.6 Your order by telephone constitutes an offer to us to purchase the Products in accordance with these Conditions. All orders are subject to acceptance by us, and we will confirm such acceptance by telephone or in writing (Order Confirmation). The Contract between you and us will only be formed when confirming acceptance by telephone or in writing.

5.7 The Contract will relate only to those Products whose order we have confirmed by telephone or in writing.

6. CONSUMER RIGHTS

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 13 below).

6.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 Details of your statutory (legal) right of cancellation and an explanation of how to exercise it are provided in the Order Confirmation. This provision does not affect your other statutory (legal) rights as a consumer.

6.4 For the avoidance of doubt, the rights under this clause 6 only apply to those natural persons contracting as a consumer.

7. AVAILABILITY AND DELIVERY

7.1 Your order will be fulfilled within a reasonable time of the date of the Order Confirmation unless there are exceptional circumstances.

7.2 We shall deliver the Products to the location set out in the Order Confirmation or such other location as we may agree with you (Delivery Location).

7.3 Delivery of the Products shall be completed on the Products' arrival at the Delivery Location. You are responsible for ensuring that adequate manpower and suitably trained staff are available at the time of delivery to transport the Products from our delivery vehicle to your preferred area at the Delivery Location.

7.4 We shall not be responsible for any loss or damage caused by the fault of the carrier who transports the Products. It is your responsibility to check and sign for undamaged products. Signing unchecked does not provide any security and this will be taken as acceptance. You agree that you shall not withhold sums due to be paid in respect of the Products by reason of any such loss or damage.

7.5 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Products that is caused by a Force Majeur event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

8. RISK AND TITLE

8.1 The Products will be at your risk from the time of delivery.

8.2 The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

8.3 Until title to the Products has passed to you, you shall:

- (a) hold the Products on a fiduciary basis as our bailee;
- (b) store the Products separately from all other goods held by you so that they remain readily identifiable as our property;
- (c) not remove, deface or obscure any identifying mark or packaging relating to the Products;

- (d) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify us immediately if you become subject to any of the events listed in clause 12; and
- (f) give us such information relating to the Products as we may require from time to time, but you may resell or use the Products in the ordinary course of your business.

8.4 If before title to the Products passes to you, and you become subject to any of the events listed in clause 12, or we reasonably believe that such event is about to happen and notify you accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Products and, if you fail to do so promptly, enter into your premises or of any third party where the Products are stored in order to recover them.

9. PRICE AND PAYMENT

9.1 The price of the products and our delivery charges will be as quoted at the time of ordering on the order confirmation or other company documents from time to time, except in cases of obvious error.

9.2 Product prices exclude VAT and are exclusive of the costs and charges of packaging, insurance and transport of the Products, which shall be paid by you when you pay for the Products.

9.3 Product prices and delivery charges are liable to change at any time.

9.4 Our site, catalogues, customer order forms and other company documents contain a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site, catalogues, customer order forms and other company documents may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, catalogues, customer order forms and other company documents we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error.

9.6 With the exception of account customers (dealt with under clause 10), payment in full must be received by us before Products shall be dispatched. We accept PayPal and payment by bank transfer to our following account: ??

9.7 You must contact us for our prior agreement if you wish to make payment in any currency other than pounds sterling (£)

10. ACCOUNT CUSTOMER

10.1 If you are an account customer, payment shall be made in full within 30 days of the date of invoice. Payment shall be made to the bank account nominated in writing by us. Time shall be of the essence for payment. We may revoke credit immediately if you fail to make payment when due.

10.2 If you fail to make any payment due to us under the Contract by the due date for payment (due date), then you shall pay interest on the overdue amount at the rate of 3% per annum above Barclays Bank plc base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You shall pay the interest together with the overdue amount.

10.3 If you fail to make a payment due to us under the Contract by the due date we may (at our discretion) use the services of a debt collection agency to assist us in the recovery of the overdue amount (including any interest payable thereon). If we do so, the amount of all charges incurred by us to the debt collection agency shall be added to your account and become immediately payable by you.

10.4 Prior to the granting of any credit, we may, at our absolute discretion, require you to enter into a corporate guarantee in a form acceptable to us, guaranteeing all sums due by you to us and you undertake to promptly do so.

10.5 We may revoke credit at any time on giving 5 days written notice and may revoke credit immediately at any time if you:

- (a) breach these terms and conditions, or
- (b) breach the terms of the corporate guarantee referred to in clause 10.4, or
- (c) fail to make any payment when due, or
- (d) become the subject of any of the events listed in Clause 12.

11. SET-OFF AND COUNTERCLAIM

11.1 You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

11.2 We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.

12. YOUR INSOLVENCY OR INCAPACITY

12.1 If you become subject to any of the events listed in clause 12.2, or we reasonably believe that you are about to become subject to any of them and notify you accordingly, then, without limiting any other right or remedy available to us, we may cancel or suspend all further deliveries under the Contract or any other contract between you and us without incurring any liability to you, and all outstanding sums in respect of the Products delivered shall become immediately due.

12.2 For the purposes of clause 12.1, the relevant events are:

- (a) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) are deemed unable to pay your debts or as having no reasonable prospect of so doing, in either case, within section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply;
- (b) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; or
- (c) (being an individual) you are the subject of a bankruptcy petition or order; or
- (d) a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
- (e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you; or
- (f) (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
- (g) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- (h) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 12 (a) to clause 12 (g) (inclusive); or
- (i) you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
- (j) your financial position deteriorates to such an extent that in our opinion your capacity adequately to fulfil your obligations under the Contract has been placed in jeopardy; or
- (k) (being an individual) you die or, by reason of illness or incapacity (whether mental or physical) are incapable of managing your own affairs or become a patient under any mental health legislation.

13. OUR REFUNDS POLICY

13.1 If you are a consumer and return a Product to us because you have cancelled the Contract between you and us within the seven working days cooling-off period (see clause 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full excluding any applicable delivery charges. You will be responsible for the cost of returning the Product to us. For the avoidance of doubt, the rights under this clause shall only apply to those persons who are natural persons contracting as consumers. All goods supplied are on a back to base return policy and must be returned to HO-G at the customer's charge.

13.2 If you are not a consumer and subject to clause 13.3 and clause 13.4 if:

- (a) you give notice in writing to us within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in Clause 14.1; and
- (b) we are given a reasonable opportunity of examining such Products; and
- (c) you (if asked to do so by us) return such Products to our place of business,

we shall, at our option, repair or replace the defective Products, or refund the price of the defective Products in full. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

13.3 We shall not be liable for Products' failure to comply with the warranty set out in Clause 14 if:

- (a) you make any further use of the Products after giving notice in accordance with Clause 13.2; or
- (b) the defect arises because you failed to follow our oral or written instructions as to storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice; or
- (c) the defect arises as a result of us following any drawing, design or specification supplied by you; or
- (d) you alter or repair such Products without the written consent of us; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.

13.4 In the case of Products which are delivered to you by signed-for delivery, you should inspect the Products prior to signing for delivery. If you are not a consumer, we shall not be liable for any obvious damage or defects to Products which would have been apparent on inspection at the point of delivery if you have signed for the delivery of the Products without noting on the delivery paperwork that the Products are "damaged". If upon such inspection at the point of delivery you discover damage or defects to Products you should either refuse delivery or clearly write "damaged" on the delivery paperwork which you are requested to sign. Marking the goods as 'unchecked' is not a satisfactory response and any claim will be rejected.

13.5 For the avoidance of doubt, we have no obligation to accept the return of a Product by you and provide a refund unless you are a consumer and:

- (a) You have cancelled the Contract within the seven working days cooling-off period in compliance with clause 6 above; or
- (b) The Product fails to conform to the warranty in clause 14.1; or
- (c) You have a legal right to receive a refund.

13.6 Goods must be returned at your cost, the original delivery charge incurred will not be refunded.

13.7 With the exception of any refund to be made in the circumstances described in clause 13.5 or pursuant to clause 13.2, if we in our complete discretion agree to accept the return of a Product in exchange for a refund of the price paid we shall be entitled to charge you a handling charge of between 20-30% of the total amount charged in respect of your order for the Product concerned. Any such handling charge shall be payable on demand by us and if payment has been received for the Product concerned will be deducted from the refund of the price to be paid to you.

13.8 Goods can only be accepted back to our warehouse with a RMA number provided by your account manager, we cannot be held liable for goods returned without this RMA reference number.

14. WARRANTY

14.1 We warrant to you as retailers of the Products that on delivery, the Products shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by us.

14.2 For the avoidance of doubt, we are not giving any greater warranty in relation to the Products other than that set out in this clause 14 or any warranty which may from time to time be implied by law or which we cannot lawfully exclude. We shall not be liable for any additional warranties (if any) which may be given by the manufacturer of the Products.

14.3 Unless we specifically notify you to the contrary in writing, we are not the manufacturer of the Products and as such do not provide manufacturer's warranties in relation to them.

14.4 You acknowledge that the warranties given in clause 14.1 are warranties that are given in our capacity as a retailer (not manufacturer) of the Products. If a Product fails to conform to the warranty in clause 14.1 then (notwithstanding any liability we may have under relevant law) we may require you to speak or correspond directly with the manufacturer of the Product in order to resolve the issue and you agree to do so. This does not affect our liability to you in relation to any such non-conformity.

14.5 We will provide you with reasonable assistance from time to time in the event that you have a legitimate claim against the manufacturer of the Products in respect of the warranties given by it.

15. OUR LIABILITY

15.1 Subject to clause 15.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, if you are a consumer and subject to clause 15.2, any direct losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise) which are a directly foreseeable consequence of such failure.

15.2 Subject to clause 15.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of funding or lending;
- (e) loss of anticipated savings
- (f) loss of data; or
- (g) waste of management or office time.

However, this clause 15.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (g) inclusive of this clause 15.2.

15.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

16. IMPORT DUTY

16.1 If you order Products from us for delivery outside the UK, they may be subject to import duties and taxes or other charges which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes or other charges. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

16.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

17. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our sites, you accept that communication with us will be mainly electronic. We will

contact you by e-mail or provide you with information by posting notices on our sites. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory (legal) rights.

18. NOTICES

All notices given by you to us must be given either by recorded delivery post to Haven Off-Grid, Chapelton Cottage, Barras, Stonehaven, AB39 2TS or by email to david@egcscotland.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our sites, when either a valid read receipt is generated in respect of the relevant email or an active (not automated) reply is sent to the relevant email or in the case of recorded delivery postal notices, when delivery is recorded on the relevant recorded delivery postal records.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 The Contract between you and us is binding on you and us and on our respective successors and assignees.

19.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

19.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

20. EVENTS OUTSIDE OUR CONTROL

20.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

20.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster;
- (d) adverse weather conditions;
- (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(f) impossibility of the use of public or private telecommunications networks; and

(g) the acts, decrees, legislation, regulations or restrictions of any government.

20.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

21. WAIVER

21.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

21.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

21.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18 above.

22. SEVERABILITY

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

23. ENTIRE AGREEMENT

23.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

23.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently and whether verbally by telephone or in person or in writing) that is not set out in these terms and conditions or the documents referred to in them.

23.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract. For the avoidance of doubt, we shall not be liable for any representations, advice or suggestions given by us or discussions had between us relating to the Products or your purchase.

23.4 Nothing in this clause limits or excludes any liability for fraud.

23.5 Please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

24. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

24.1 We have the right to revise and amend these terms and conditions as we deem necessary.

24.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven Business Days of receipt by you of the Products).

25. LAW AND JURISDICTION

Contracts for the purchase of Products and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by either Scots Law or English Law dependent upon the principal country in which your business operates. Further, any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to either the non-exclusive jurisdiction of the Courts of Scotland or the non-exclusive jurisdiction of the English Courts based upon where your company principally operates.