



Standards Terms and Conditions of Sale

1. Quotation Validity and Prices To be valid, quotations must be in writing and accompanied by a signed letter by an employee of The Green Gate Company. Quotations are valid for a period of thirty days only and prices quoted are NET and exclude Value Added Tax (VAT).

2. Payment Terms Unless otherwise stated, payment for all goods and services are strictly upon delivery and title of goods does not transfer to the purchaser until full payment is received. The Green Gate company reserves the right to surcharge all outstanding accounts from the date due at a rate of 2% per month and may without notice recover possession of the goods in the event of non payment or insolvency by the customer. For this reason the customer hereby irrevocably licences The Green Gate Company to enter the customers premises and (as far as reasonable) disassemble any machinery and recover any goods in accordance with this clause.

3. Delay in delivery or Installation While all reasonable steps will be taken to ensure that any quoted delivery or installation date is adhered to, The Green Gate Company will not be liable for delay in delivery or installation arising from causes outside their control.

4. Guarantee All goods are guaranteed free from defects in materials and workmanship, under normal use and excluding normal wear and tear, for a period of one year from the date of delivery or completed installation, or such other period as maybe negotiated against specific ongoing maintenance contracts. This guarantee shall be in lieu of any warranty term or condition implied by law as to the quality or fitness for any particular purpose of goods.

5. Liability The Green Gate Company shall not be under any liability, in contract, tort, or otherwise, in respect of defect of goods or services delivered or for any injury, damage or loss resulting from such defects and in no event shall the failure on the part of The Green Gate Company give rise to liability of loss of revenue or any other consequential loss or damage arising from any reason whatsoever. It is assumed that all underground work will not encumber any underground services i.e. drains, electricity etc. Should any of these be damaged during the installation then all reparation cost must be borne by the customer. Where goods or services are of a type ordinarily bought for private use the standard terms do not limit or exclude statutory rights in the case of defective products and services.

6. Notification of faults The Green Gate Company must be notified in writing of any goods or services which are the subject of a guarantee claim with five days of a fault developing or becoming apparent.

7. Returns and Handling Charge No returns are permitted without our prior consent. To be eligible for credit or refund, goods must be returned to The Green Gate Company in an unused condition, apart from any possible damage caused by the fault in the equipment itself within 30 days of the invoice date. The cost of carriage and handling for the returned goods shall be borne by the customer.

8. Warranty Exclusions The Warranty does not apply in the event of use in a manner other than specified by The Green Gate Company or by the legislations in force, any transformation of the product, use of electrical power other than that specified, natural disaster, vandalism, atmospheric or radio magnetic disturbance, damage as a result of fall or impact, or any improper use of the products. Repair due to damage or loss caused in these events will incur a call out charge of seventy-five pounds plus any additional reparation work with all costs to be borne by the customer.

9. Law These conditions shall be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

10. The Customer agrees that on entering into a contract with The Green Gate Company, the customer accepts that the only terms and conditions of sale governing the contract are the standard terms and conditions of sale herein stated.

The Green Gate Company, May 2006.

The Green Gate Company is a trading name of Solar Gates UK LTD