

Terms & Conditions



Terms and Conditions of Sale known as "Terms" are for quotations, purchase orders, payments, invoices, and contracts specified by Energy Group Supplies Limited or Energy Group Services Limited. Previously trading as Salicru UK Limited.

Energy Group Supplies Limited will be referred to as 'Energy Group' throughout this document, purchasing goods and/or services and/or licensing software and/or firmware which are preloaded or to be used with goods ("Goods") are included therein and acceptance thereof is deemed to be an acceptance of such Terms by the Purchaser or customer (hereinafter referred to as the "Client").

These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Energy Group's scope or statement of work, or invoice from Energy Group relevant to the sale of the Goods by Energy Group, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by Energy Group to the Client. Energy Group's acceptance of the Client's purchase order is expressly conditional on the Client's assent to all of Energy Group's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of the Client's purchase order. Client's acceptance of the Goods will manifest Client's assent to these Terms and Conditions. Energy Group reserves the right in its sole discretion to refuse orders. Any variation or modification to these Terms must be agreed to by the Energy Group in writing.

1. Quotations. Unless otherwise specified in writing by Energy Group, the price quoted or specified by Energy Group for the Goods shall remain in effect for thirty (30) days after the date of Energy Group's quotation provided an unconditional authorisation from the Client for the shipment of the Goods is received and accepted by Energy Group within such time period. If such authorisation is not received by Energy Group within such thirty (30) day period, Energy Group shall have the right to change the price for the Goods to Energy Group's price for the Goods at the time of shipment. Quotations do not constitute an offer by the Energy Group to supply goods or supplies or to carry out work referred to therein, and no Purchase Order placed in response to a quotation will be binding unless accepted by the Energy Group in writing; all such acceptances will be subject to the availability of materials. The Energy Group reserves the right to make additional charges for any amendments to the quantity specified in the quotation, and for any alteration, additions or any other work undertaken at the request of the Client. Energy Group reserves the right to correct any obvious errors in specifications or prices.

2. Orders. All purchase orders must be made by the Client by way of written Purchase Order ("Order") – mailed, emailed, generated via online web merchant system, or sent via secure online quote builder to Energy Group. All Orders will be acknowledged by Energy Group within 48 hours of receipt. If the Client does not receive confirmation of an Order from Energy

Group, the Order was not received by the Energy Group. No terms or conditions set forth in said Order shall be binding upon the Energy Group or supersede the terms set forth here within. Energy Group shall not provide any services, fabricate or assemble any supplies, procure required materials, nor ship any products, except to the extent specifically authorised by the

Order. The Client shall be obligated only to purchase supplies and those product and materials fabricated or acquired by Energy Group in reliance on an Order that established a firm or fixed quantity. Forecasts and planning advisories may not be relied upon by Energy Group to acquire necessary materials. The Client warrants that the price in an Order shall be complete and accurate and as the Energy Group has stipulated.

3. Delivery Dates. Delivery dates given by the Energy Group are approximate only and no liability can be accepted for any loss, consequential loss, injury, damage, or expenses incurred consequent upon any delay in delivery from any cause whatsoever, nor shall any such delay entitle the Client to cancel any Order or to refuse to accept delivery. Energy Group will use commercially available services to deliver products at the times specified in the Order. Energy Group, at its option, shall not be bound to tender delivery of any Goods for which Client has not provided shipping instructions and other required information.

4. Excuse of Performance. Energy Group shall not be liable for delays in performance or for non-performance due to acts of God; acts of Client; war; viral outbreaks, disease, pandemic, widespread sickness or epidemic; fire; flood; weather; sabotage; strikes or labour disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances, acts or omissions of Client, or any events or causes beyond Energy Group's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or cancelled by Energy Group upon notice to Client in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Energy Group determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Energy Group may delay performance and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Energy Group determines to be equitable without liability for any failure of performance which may result therefrom.

5. Deliveries. For sales in which the end destination of the Goods is outside of the United Kingdom (except for those international sales to Energy Group's affiliated companies), risk of loss and legal title to the Goods shall transfer to the Client immediately



after the Goods have passed beyond the territorial limits of the United Kingdom. For international sales to Energy Group's affiliated companies, all shipments of Goods are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Energy Group's facility to destination terminal invoiced to Client either on a Prepaid or PPD/Add basis, as agreed to by Energy Group and Client. All other shipments of Goods are made on an Ex Works (EXW) Energy Group's Shipping Point basis, per Incoterms 2010, with Energy Group responsible to load goods on the Client's nominated vehicle, if applicable. Any claims for shortages or damages suffered in transit are the responsibility of the Client and shall be submitted by the Client directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Energy Group and the Client. Requests for changes in quoted transportation modes to orders already accepted by Energy Group will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Energy Group and are subject to Energy Group's acceptance and adjustment in freight price. The transportation costs quoted by Energy Group may be changed by Energy Group without notice in order to reflect Energy Group's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the client, and any related increase in transportation charges shall be added to the quoted price.

6. Export Compliance. The Client agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United Kingdom and the European Union, and the jurisdictions in which the Energy Group and the Client are established or from which Goods may be supplied, will apply to their receipt and use. In no event shall the Client use, transfer, release, import, export, Goods in violation of such applicable laws, regulations, orders or requirements.

7. Invoices & Payments. Unless otherwise specified by Energy Group, terms are net thirty (30) days from date of Energy Group's invoice in GBP currency. Energy Group shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with the Client in the event that the Client fails to make any payment when due, which other agreements Client and Energy Group hereby amend accordingly. The Client is responsible for the payment of all applicable duties, taxes, and shipping charges (unless freight is prepaid), measured by or imposed upon or with respect to the transaction, the property, its value or service performed in connection therewith. The Client is required to provide Energy Group with their Certificate of Sales/Use Tax Exemption for Resale, if applicable. Energy Group

shall submit invoices to the Client within 10 days of shipping goods which include the date, Client's Order number, shipping charges, delivery address, and quantity of delivery. Payment terms are subject to credit approval by the Energy Group. A credit application listing two trade references and one banking reference must be submitted and approved by Energy Group before a regular Client account can be established. All other accounts will become due for payment prior to manufacturing or shipping. Energy Group requires payment in full according to established terms unless prior written agreement is in place. Finance charges will be incurred at a rate of 3% per month on any amount past due. Any account more than 30 days past due will be placed on credit hold until the account is made current and any new Orders submitted must be pre-paid prior to shipping for any accounts with a credit hold status. Any account over 90 days past due will be turned over to collections and immediately cancelled. In the event the Energy Group must initiate collection proceedings, the Client shall be responsible for Energy Group's cost of collection including reasonable legal fees.

8. Damaged Goods & Shortages. The Client must inspect all shipments for shipping shortage and/or damage. If there appears to be damage to the shipment or a shortage in quantity, indicate so in writing when signing the shipper's proof of delivery slip. Failure to do so will result in a denial of a shortage or damage claim. Upon receipt of shipment, immediately open and inspect all units. If there is any internal damage not visible when signing for delivery, this must be reported to the carrier within 2 business days of receipt. Claims for missing accessories or product must be reported within 5 business days of receipt of shipment. Freight Paid by Energy Group (FOB Destination/DAP Incoterms): Energy Group assumes responsibility for each shipment of goods until the delivery is accepted by the consignee. Energy Group is not responsible for loss or damage which may occur after the consignee has accepted the consigned merchandise. Freight Paid by the Client/Consignee (FOB Origin/Ex Works FACTORY Incoterms): The responsibility of Energy Group ends when the transportation company accepts and signs the bill of lading transferring the title of goods to consignee. Energy Group is not responsible for loss or damage which may occur after the transportation company has accepted the consigned merchandise. If any loss or damage is discovered, notify the transportation company at once.

9. Cancellation. The Client may cancel orders only upon reasonable advance written notice and upon payment to Energy Group of Energy Group's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Energy Group and a reasonable profit thereon. Energy Group's determination of such cancellation charges shall be conclusive. Any orders cancelled within 24 hours notice will be charged at the full rate and payment will be due subject to the Client's agreed payment terms.

10. Returns. Equipment may not be returned without first obtaining a written return materials authorisation (RMA) number



from Energy Group. All returns are subject to a minimum 50% restocking or order cancellation fee and must be accompanied by an approved RMA. Items returned must be in their original packaging and never installed or opened. All associated parts, documentation, software, etc. originally shipped with the equipment must also be returned. For returns over 90 days from the delivery date, Energy Group may elect to decline return authorisation. Orders for custom products cannot be cancelled, refunded, returned, or cancelled after placement of order. Related fees such as shipping and return shipping charges are non-refundable. Defective merchandise will be repaired or replaced at Energy Group's discretion. Freight charges to return defective merchandise to the factory will be reimbursed via credit memo. Returned merchandise must be received at the factory within fourteen (14) days of RMA date.

11. Warranty. Subject to the limitations herein, Energy Group's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Energy Group's Goods and its terms, conditions and limitations are incorporated by reference herein.

Energy Group products are free from defects in design, manufacture and/or materials. The warranty period is specified according to the series from the date of purchase. In the event of fault or malfunction, the device shall be repaired or replaced, as deemed appropriate, without charge. This warranty only covers the original purchaser of the product, not second owners, regardless of whether they have paid for it or acquired it free of charge. Furthermore, this warranty shall only apply if the end user has scrupulously observed the safety and operating instructions defined by Energy Group. In none of the following circumstances shall ENERGY GROUP accept liability for faults with devices: (i) non-compliance with previously specified connection instructions; (ii) improper use; (iii) connections that are non-compliant with the 'CE' marking; (iv) connections linked together with other UPS systems, power terminals, surge protectors or extension cords; (v) electrical wiring that is non-compliant with technical regulations; (vi) manipulation of devices not authorised by ENERGY GROUP; (vii) faults caused by external factors, such as fire, explosion, lightning, water damage, theft, vandalism, atmospheric phenomena, floods, earthquakes or terrorist acts; (viii) accidental or deliberate dropping or breaking of the device; and (ix) normal wear of the device. Energy Group shall not, under any circumstances or for any reason, accept liable under the terms of this warranty for direct or indirect losses, such as loss of business, loss of profit, loss of services, software or information, damage to any non-hardware media, or damage to, or loss of, any kind of property. This warranty is subject to the national laws of the country where the device is used. If any clause of this warranty is determined to be invalid or unenforceable in whole or in part by any competent authority, the validity of the remaining clauses and the rest of the clause in question shall not be affected. To the extent that Client or its agents have supplied specifications, information, representation of operating conditions or other data to Energy Group in the selection or design of the Goods and the

preparation of Energy Group's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Client, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Client assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components. In addition, for custom Orders only, Energy Group warrants that all products furnished under a valid Order which are manufactured by Energy Group will conform to final specifications, drawings, samples, and other written descriptions approved in writing by the Energy Group, and will be free from defects in materials and workmanship for the warranty period set forth in its standard warranty applicable at time of purchase. The warranty period shall run from time the product is invoiced/shipped, even in the event that the Energy Group installs the equipment or supplies technical direction of installation by contract. All other terms and conditions of warranties for custom Orders are governed by Energy Group's standard warranty.

12. Insurance. Energy Group shall maintain the following insurance cover: Employer's Liability with a limit of liability of £10,000,000. Public liability with a limit of £5,000,000 and Professional Indemnity cover limit of £1,000,000. The Client expressly acknowledges and agrees that Energy Group has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Energy Group and Client and form a basis of this bargain between the parties.

13. Infringement. Subject to the limitations of the second paragraph of the following section, Energy Group warrants that the

Goods sold, except as are made specifically for Client according to Client's specifications, do not infringe any valid U.S. or UK patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Client promptly notify Energy Group of any claim or suit involving Client in which such infringement is alleged and cooperate fully with Energy Group and permit Energy Group to control completely the defence, settlement or compromise of any such allegation of infringement. Energy Group's warranty as to utility patents only applies to infringement arising solely out of the inherent operation according to Energy Group's specifications and instructions of such Goods. In the event (i) such Goods are held to infringe such a U.S. or UK patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Energy Group, Energy Group shall have the right, at its option and expense, to procure for Client the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Client a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Energy Group may also, at its option, cancel the agreement as to future



deliveries of such Goods, without liability.

14. Limitation of Remedy and Liability. The sole and exclusive remedy for breach of any warranty hereunder (other than the warranty provided under "infringement") shall be limited to repair, correction or replacement, or refund of the purchase price. Energy Group shall not be liable for damages caused by delay in performance and the remedies of client set forth in this agreement are exclusive. In no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Energy Group's liability to the Client and/or its Clients exceed the price paid by Client for the specific goods, parts, and/or software provided by Energy Group giving rise to the claim or cause of action. The Client agrees that Energy Group's liability to the Client and/or its Clients shall not extend to include incidental, consequential or punitive damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Energy Group with respect to the use of the Goods is given without charge, and Energy Group assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Client's risk.

15. Safe Use. Energy Group shall provide with the materials and/or goods all information necessary for the safe installation, use and maintenance of the materials and/or goods which assist to maximize their efficient use and useful life.

16. General Provisions. These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Energy Group unless made in writing and signed on its behalf by a duly authorised representative of Energy Group. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Energy Group's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Client, such acceptance is expressly conditional upon Client assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing

and signed by the party to be bound. All typographical or clerical errors made by Energy Group in any quotation, acknowledgment or publication are subject to correction. The validity, performance, and all other matters relating to the interpretation and effect of this agreement shall be governed by the law of England & Wales without regard to its conflict of laws principles. The Client and Energy Group agree that the proper venue for all actions arising in connection herewith shall be only in the United Kingdom and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

