

ENERGIEXPRO TERMS AND CONDITIONS

Latest revision: 26/07/2023

These terms and conditions, together with the Technical Proposal outlining the scope of work and price breakdown, which you, the person named as the client have accepted by way of signing the Proposal, form the contract (“**Contract for the Works**”) between you and **ENERGIEXPRO**.

1. **ENERGIEXPRO**® - the contractor.

The contractor is an Irish limited liability company registered in the Trade Registry under the name **WEST ECO RECYCLING IRELAND LIMITED** and is trading under the name **ENERGIEXPRO**®, with registration number: 534359, VAT no: IE 3217660IH, with registered address at 20 Doctor Mannix Road, Salthill, Galway, H91TYA5.

The company is on the SEAI List of registered Solar PV Companies and adhered to the SEAI Code of practice.

2. **Contract Engagement**

2.1 After establishing initial contact with **ENERGIEXPRO**® (by way of our company website, email, telephone or third-party referral) and expressing interest in solutions and services it offers, you will be presented with a preliminary Technical Proposal based on information you provided regarding your energy and heating needs. The information our design team requires to draft a Technical Proposal will depend on the complexity of the project. However, at the minimum we will be asking for exact site location, recent energy bills, type and condition of roof or layout of land plot for ground mount.

2.2 After you have reviewed the preliminary Technical Proposal you may request changes to it and ask questions on the information in it. Once you deem the proposal viable for your premises, you state your wish to have the premises surveyed by our technical team. We will send a team within 10 days of your initial request. After the site survey there may be another change in the Technical Proposal based on information collected on site.

2.3 To engage **ENERGIEXPRO**® to commence the Works, the relevant Technical Proposal for the project must be signed and returned in hard copy or electronic format. The date of return to **ENERGIEXPRO**® will be considered as Date of Acceptance of the Proposal. **ENERGIEXPRO**® uses Adobe Sign to request electronic signature from clients.

2.4 Once you have returned the signed Technical Proposal, it will be understood that you (The Client) have assigned **ENERGIEXPRO**® to carry out the Works and that Contract for the Works between the Client and the Contractor is concluded. The signed Technical Proposal

includes and refers to these general terms and conditions.

2.5 Based on the signed Technical Proposal, **ENERGIEXPRO**® will issue a pro forma invoice for the payment of the first instalment of the price of the project. **ENERGIEXPRO**®’s team will commence work upon receiving the first instalment. You will be issued with additional proforma invoices for the other stage payments as the work progresses until it is completed according to Art.10

3. **Technical Site Survey**

3.1 The aim of the Technical Site Survey is to ascertain if the Property is suitable for the system as quoted in the preliminary Technical Proposal. It is carried out by member of our team and includes taking drone images of the premises or land plot where the installation is to take place, taking photos of fuseboard, electricity meter and other components of the energy system already in place.

3.2 The cost of the Survey is born by **ENERGIEXPRO**®. All images and information collected during the survey will be stored on the company database and servers and will be used to customize the Technical proposal, for case studies, analysis, statistics and marketing purposes. **ENERGIEXPRO**® adheres to the GDPR regulations as outlined in article 16.

3.3 There may be a reason(s) after the Technical Survey for **ENERGIEXPRO**® to suggest a revision of the preliminary Technical Proposal or you may wish to add or change some of the components of the proposed system. In this the case, **ENERGIEXPRO**® will do one of the following:

- Provide you with an *Updated Technical Proposal*, detailing the variation in system specification and pricing. If you agree to the *Updated Technical Proposal*, you are to sign and return it to us in hard copy or electronically.
- Inform you that it is not feasible to carry out an installation at the Property and you will have no further obligations to **ENERGIEXPRO**® Ltd.

4. **Your Rights to Cancel**

4.1 To cancel your Contract for the Works, you can send a dated Letter of Cancellation to 20 Doctor Mannix Road, Salthill, Galway, H91TYA5 by registered post or by e-mail with request for Read receipt and acknowledgement of e-mail received by a member of **ENERGIEXPRO**® Customer Service Team.

4.2 If you cancel your Contract with **ENERGIEXPRO**® within 14 days of the Date of signing of the Contract for the Works, **ENERGIEXPRO**® will refund your entire First Instalment provided no installation of products has taken place.

- If you cancel after 14 days from the Date of signing of the Contract for the Works **ENERGIEXPRO**® may retain such amount of your First Instalment to cover costs and expenses incurred by **ENERGIEXPRO**® up to the date on which **ENERGIEXPRO**® receives your notice of cancellation. These costs and expenses are limited to the following:
- the cost of any goods that have been obtained solely for use in your Property and that **ENERGIEXPRO**® is unable to resell or to reuse; and
- any other costs and expenses which **ENERGIEXPRO**® has incurred in connection with performing the Contract with you as a client, such as labour, transportation, and administration costs; and
- any costs relating to planning permission or structural surveys

4.4 If you decide to cancel the Contract on or after the delivery of products to site, the costs incurred may exceed the amount of your First Instalment. In this case, **ENERGIEXPRO**® will retain the First Instalment and seek to recover such costs and expenses as listed above to the extent that they exceed the First Instalment.

5. Installation Date

5.1 After you have submitted the signed Technical Proposal and Technical Site Survey is completed according to Art. 3 above, a member of **ENERGIEXPRO**®'s customer services team will contact you to agree on a delivery of materials date, roofing date and electrical work date. The Commissioning Date (the date on which the system will start performing and is online) will be within a reasonable time from the signing of Technical Proposal. Works which are subject to prior resolution of any planning matters may be delayed while such planning matters are resolved with the relevant authority. **ENERGIEXPRO**® will endeavour to ensure that you are kept fully informed of such matters and the likely delay in installation due to such matters.

5.2 **ENERGIEXPRO**® will do all it can to adhere to the agreed upon Commissioning Date and to complete the Works as soon as possible after installation commences. Occasionally, circumstances beyond **ENERGIEXPRO**® control may result in **ENERGIEXPRO**® being unable to carry out the Works on the agreed installation Date. In the event that this happens, a member of the customer service team will contact you to arrange an alternative Installation Date. Provided that the circumstances which prevent **ENERGIEXPRO**® to carry out the Works are beyond its control such as bad weather, industrial action, fire, floods, acts of terrorism, pandemics, etc **ENERGIEXPRO**® will not be liable for any losses suffered by you or any third party due to such circumstances.

6. Denial of Access

6.1 The Technical Survey is a crucial part of the contractual process. For this reason, it is fundamental that access to the premises be granted by the client.

6.2 In order for **ENERGIEXPRO**® to carry out the Works, it is fundamental that access to the Property is granted on the roofing works date and electrical work dates. If you do not provide such access on the agreed upon day, you will be charged a fee to cover our expenses for that day.

6.3 You hereby grant the company's representative access to the premises at all reasonable times for the purposes of undertaking a Technical Survey, carrying out the works forming the subject of the contract and for any subsequent work that may be required. In some cases, the company may need to use site ladders, scaffolding or vehicles on the premises in order to complete its contractual obligations. In the event of access being required to neighbouring land it is the Client's responsibility to ensure that access is granted and the company shall not be held liable for delays arising out of inability to gain access.

7. During Installation

7.1 If, once the Works have commenced, technical issues are discovered which could not have been identified by **ENERGIEXPRO**® team during the initial Technical Survey it is our duty to notify you of same. **ENERGIEXPRO**® will discuss and agree with you how they may be overcome. Any additional works or costs that maybe needed will be agreed upon between you and **ENERGIEXPRO**®.

7.2 . While installing PV panels on a roof, tiles / slates may need to be replaced with new ones. This cost is included in the Price of the Works.

7.3 If you do not agree to cover the additional works deemed necessary by **ENERGIEXPRO**® in order to install the system in a safe and SEAI compliant manner, it will be understood that you have cancelled the Contract and **ENERGIEXPRO**® will be entitled to seek payment from you in accordance with clause 4 as if you had cancelled the Contract.

7.4 You are responsible to ensure that all items stored in the areas of installation are either removed before commencement of the Works or otherwise protected. Damage to unprotected items are at client's cost except in case of negligence by **ENERGIEXPRO**®. When external work is carried out, you are responsible to ensure that all vehicles and movable objects are removed from such a place that they may be damaged. Such damage is at the cost of the client unless **ENERGIEXPRO**® is found to be negligent in their damage or loss.

8. ENERGIEXPRO[®] Photovoltaic System

The **ENERGIEXPRO[®] Solar PV System** is an energy system designed to supply usable solar power by means of photovoltaics. It consists of the following components: solar PV modules that absorb and convert sunlight into electricity. One / Multiple inverters that convert the output from direct current (DC) to alternating current (AC), metal mounting structure, cables, isolators, fire switch and solar PV meter. It may also include an integrated battery solution, smart energy monitoring devices and controls.

The exact performance of the systems is impossible to predict with certainty due to the variability in the amount of sunlight each year. **ENERGIEXPRO[®]** calculation is based upon recognised reports generated by globally recognised software programme such as PV Sol and Helioscope which predict the energy generation over a particular period of time. These reports cannot be considered as a guarantee of performance, however, it is expected that the system's annual energy generation will be within a 5% variance from the simulation projections.

9. System Maintenance

ENERGIEXPRO[®] offers maintenance packages that will ensure your system is performing optimally and all the settings are up-to-date and as per your energy use requirements.

The price of the package is payable annually and can be chosen from the currently available Maintenance Packages published on our website www.energiexpro.com.

10. Price and Payment

10.1 The full price and price breakdown of the works are outlined in the Technical proposal. Payment terms are outlined in the proforma invoices. You are required to have made payment **in full** (less initial instalment paid) **on the day of commissioning and handover of the system by our technical representatives**. In the event of any alleged minor defects you are entitled to withhold no more than 5 % of the sum due.

10.2 **ENERGIEXPRO[®]** will send invoice marked "paid" after each instalment is paid. If you do not make payment of the final instalment within 3 business days of commissioning of the system **ENERGIEXPRO[®]** reserves the right to reduce the energy generation process to a limited usage. If payment is not made within 30 days of the date of the proforma invoice **ENERGIEXPRO[®]** reserves the right to commence legal proceedings.

10.3 All charges quoted for the carrying out of the Works are inclusive of Value Added Tax which you shall be liable for at the applicable rate.

11. Inspection and Complaints

Within 30 days following completion of Works you must notify **ENERGIEXPRO[®]** in writing of any damage that you consider **ENERGIEXPRO[®] Ltd** has caused to the Property or its contents. **ENERGIEXPRO[®] Ltd** will cover the costs of such damage only if it was communicated during that period in writing and where possible with evidence that the damage was caused by our team. Complaints should be addressed to **Customer Services Team email info@energiexpro.com**.

12. Risk in the Goods

Any damage that occurs to the components to be installed in connection with the carrying out of the Works before or during installation is covered by **ENERGIEXPRO[®] Ltd**. Once installation is complete any damage to or loss of such components is covered by the Client. We will not be liable to you under this in contract for any indirect damages, consequential or economic loss, any loss of revenue, business, contracts, predicted savings or profits suffered by you arising from or in connection with this Agreement.

13. Quality of Goods and Services Provided

13.1 In accordance with your statutory rights:

(i) Any goods which **ENERGIEXPRO[®] Ltd** supply will:

- match their description
- be of satisfactory quality
- be fit for the purpose for which they have been supplied
- have warranty certificates
- meet all requirements of EU Legislation
- meet the requirements of the SEAI (Sustainable Energy Authority Of Ireland)

(ii) Any work carried out by **ENERGIEXPRO[®]** will be carried out with reasonable care and skill. **ENERGIEXPRO[®]** guarantees the system against defects, directly and solely attributable to defective workmanship or materials, for one year. Major components carry the product specific manufacturer warranties. (Please refer to specific product warranty cards in your Handover pack.)

13.2 In relation to all Works on the day of commissioning, **ENERGIEXPRO[®]** will provide a Handover Pack containing:

1. Owner's manual
2. Inverter operating instructions
3. Battery operating instructions (if applicable)
4. Technical Datasheets
5. Warranty Certificates

6. System Line Diagram
7. Safe Electric Installation Certificate
8. Safe Electric Test Record Sheet
9. PV Sol/Helioscope Report on Annual Energy Generation

13.4 Where any of the goods are supplied by a third party, **ENERGIEXPRO**[®] does not give warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.

13.5 **ENERGIEXPRO**[®] shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from any documents, data, information or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of yours.

13.6 Except in respect of death or personal injury caused by negligence on the part of **ENERGIEXPRO**[®], **ENERGIEXPRO**[®] shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the **ENERGIEXPRO**[®] its servants or agents or otherwise) which arise out of or in connection with the carrying out of the Works (including any delay in providing or failure to provide the Works) or the use of the goods by you, and the entire liability of **ENERGIEXPRO**[®] under or in connection with the Contract shall not exceed the price paid by you to **ENERGIEXPRO**[®] under the Contract.

13.7 **ENERGIEXPRO**[®] shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of **ENERGIEXPRO**[®]'s obligations in relation to the Works or under the Contract generally, if the delay or failure was due to any cause beyond **ENERGIEXPRO**[®]'s reasonable control.

14. Planning Application

14.1 It is the client's responsibility to inform **ENERGIEXPRO**[®], whether the premises are a listed building or within a conservation area as defined by Statute. In case a permission is required before commencing of Works, the client is to apply for this permission to the relevant authorities. **ENERGIEXPRO**[®] will assist with paperwork required such as panel layout, system specifications, etc.

14.2 Based on permission granted the Technical Proposal may need to be revised. The client has to agree and sign the revised Technical Proposal before Works on site commence.

14.3 There are 43 designated Solar Safeguarding Zones in Ireland, in which rooftop limitations on solar panels apply. **ENERGIEXPRO**[®] will inform each client if their premises are within such a Zone and will devise the Technical Proposal in compliance with regulations. It is the responsibility of the client to apply for exemption of permission to install more than the statutory limitations.

14.4 Scaffolding, where needed, will be added as an extra cost in the Technical Proposal. In the event of a permit needed for scaffolding on a public footpath or road, the Scaffolding company will apply for a permit from the local council and this extra cost will be in the Technical Proposal.

14.5 For sites where **ENERGIEXPRO**[®] are fitting solar panels on a flat roof, an independent engineer will need to confirm that the structure of the flat roof is suitable for the amount of solar panels and ballast mounting proposed. **ENERGIEXPRO**[®] will supply all loadings and measurements of the proposed system.

15. Transfer of Ownership of Goods

15.1 Ownership of the components installed in connection with the Works passes to you upon full and final payment of the last proforma invoice. Prior to such time all components installed by **ENERGIEXPRO**[®] shall remain the property of **ENERGIEXPRO**[®].

15.2 In the event of non-payment, we may require you, on reasonable notice, to return the components supplied in connection with the Works, failing which we may take legal proceedings to recover them or their respective value.

15.3 Any unauthorised assignment of the installed components by the client to a third party, for commercial or personal use, is expressly prohibited.

16. The Collection and processing of personal data

16.1 The personal information requested from you is held on a computer database. In the collection and processing of this information **ENERGIEXPRO**[®] adheres to THE GENERAL DATA PROTECTION REGULATIONS (GDPR) Regulation (EU) 2016/679).

16.2 As part of the process of preparing a Proposal based on the client needs **ENERGIEXPRO**[®] requests personal information from you, such as your name, e-mail address, company name, business address, website address, telephone or fax number, energy and heating bills, site location maps, drawings of premises, photos of electrical installation or other parts of your premises. During a site visit our engineers take images and drone footage from the site. The information and data we collect will be used for the following purposes:

- To analyse your energy requirements and prepare a customized Technical Proposal
- To answer your questions or provide you with information you have requested
- To keep track of sales and enquiries
- To keep you informed about the products and services that we offer
- To notify you about important changes or developments to our business
- To inform you about relevant government regulations in the alternative energy sector that may affect you
- To monitor the performance of devices we have installed in your premises and issue reports
- To carry out statistical analysis and market research or to instruct a third party to perform this on our behalf.
- To carry out searches (including verifying your identity and/or a credit search) and disclose information to credit reference agencies for the purpose of assessing your ability to perform the Contract.
- To prevent and detect fraud or other criminal activity and to trace those responsible.

16.3 We may record telephone conversations to offer you additional security, resolve complaints and improve our service standards. Conversations may also be monitored for staff training purposes.

16.4 Our websites use “cookie” technology. A cookie is a little piece of text stored by your browser on your computer, at the request of our server. We may use cookies to deliver content specific to your interests and to save your personal preferences so you do not have to re-enter them each time you visit our websites. In some circumstances **ENERGIEXPRO**® may use the data collected to contact you in relation to a product or service that may be of interest to you. You must disable your cookies if you do not want **ENERGIEXPRO**® to access or store cookies on your computer.

16.5 Under the Data Protection Acts you have the right of access to personal information we hold about you on our records on payment of a nominal fee (currently €6.35). You can exercise this right by writing to **ENERGIEXPRO**® at 20 Doctor Mannix Road, Salthill, Galway, H91TYA5 or email: info@energiexpro.com. If any of your personal information held by us is inaccurate or incorrect, please let us know and we will correct it. There is no fee for such corrections.

16.6 By consenting to the privacy notice you are giving us permission to process your personal data specifically for

the purposes identified. You may withdraw consent at any time by emailing us at info@energiexpro.com.

17. Disputes

17.1 In the event of any dispute, claim or disagreement between the parties arising from or relating to the Contract or the breach thereof (a “**Dispute**”), the parties shall use their best efforts to settle the Dispute by mutual agreement and both parties shall consult and negotiate with the other in good faith, and shall attempt to reach a settlement satisfactory to both parties. If the parties are unable to resolve the Dispute by mutual agreement within a period of twenty (20) Working Days of the Dispute then upon notice by any party to the other, the Dispute will be referred to mediation in accordance with Clause 17.2 below.

17.2 If the Dispute is not resolved in accordance with Clause 17.1 above, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution (“**CEDR**”) Ireland. To initiate the mediation a party must give notice in writing (“**Mediation Notice**”) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR Ireland. The mediation will start not later than 14 days after the date of the Mediation Notice. If the dispute is not resolved within 30 days (or such longer period as agreed by the parties), or one or more of the Parties refuses to participate in mediation, the dispute shall be referred to arbitration in accordance with Clause 17.3 below.

17.3 If the Dispute is not resolved in accordance with Clause 17.1 and 17.2. above, the Dispute shall be referred to the decision of a single arbitrator of the Chartered Institute of Arbitrators (Irish Branch), selected by agreement of the parties or if the parties fail to agree within 15 Working Days of one party requesting the other to agree upon the appointment of the arbitrator, as may be nominated by the Chairman for the time being of the Chartered Institute of Arbitrators (Irish Branch). Any such reference to arbitration will be a submission to arbitration within the meaning of the Arbitration Act 2010 or any Act amending or repealing same and shall be an arbitration conducted in Dublin, Ireland. The arbitration shall be conducted in the English language and shall be governed by the Arbitration Act, 2010.

17.4 Any arbitration under the Contract will be conducted in accordance with the latest version of the Arbitration Procedure published by Institute of Engineers of Ireland at the time of the appointment of the arbitrator.

18. Governing Law

18.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or interpretation (including non-contractual disputes or claims) will be governed by and construed in accordance with Irish law.

18.2 Subject to the provisions of clause 17 above the parties irrevocably agree that the courts of Ireland will have jurisdiction in relation to any matter arising out of or in connection with the Contract or its subject matter.

19. Entire Agreement

19.1 The Contract contains the entire agreement between the parties in relation to the Works and contains all the terms which the parties have agreed with respect to its subject matter and the Contract supersedes and extinguishes all previous drafts, agreements, contracts and undertakings between the parties.

19.2 You acknowledge that you have not been induced to enter into the Contract by a statement or promise, which the Contract does not contain.

19.3 **ENERGIE X PRO**[®] shall not be liable to you in equity, contract or tort or in any other way for a representation that is not set out in the Contract.

20. General

20.1 If you breach this agreement and **ENERGIE X PRO**[®] does not take action against you in connection with that breach at the time, this does not prevent **ENERGIE X PRO**[®] from taking action against you in the future.

20.2 We may amend, vary or add to these Conditions at any time on giving you thirty days' notice. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may terminate the Contract in accordance with article 4, otherwise you will be deemed to have accepted the new Conditions. If any amendments to the Contract are required these must be confirmed in writing by the customer and signed off by one of **ENERGIE X PRO**[®] Directors.

20.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.