

RECOUP ENERGY SOLUTIONS LTD TERMS AND CONDITIONS OF SALE

1. Interpretation

"Buyer" means the person or company entering into a contract with the Seller.
 "Commencement Date" has the meaning given in Clause 2.3.
 "Conditions" means the terms and conditions set out in this document.
 "Contract" means the contract between the Seller and Buyer for the sale and purchase of the Goods governed by these Conditions.
 "Delivery Location" has the meaning given in Clause 6.
"Force Majeure Event" means an event, circumstance or causes beyond a party's reasonable control.
 "Goods" means the goods which the Seller is to supply to the Buyer in accordance with the Order.
 "Order" the Buyer's order for the Goods, as set out in the Buyer's Purchase Order.
 "Price" has the meaning given in clause 5.1.
 "Purchase Order" means the purchase order form submitted to Seller by the Buyer.
 "Seller" means Recoup Energy Solutions Ltd (company number 07842019), whose registered office address is at Trumpeter House, Trumpeter Rise, Long Stratton, Norfolk, United Kingdom NR15 2DY.
 "Specification" means either (a) any specification for the Goods as set out on the Website or (b) any bespoke requirements agreed with the Buyer in accordance with clause 2.4 (as the case may be).
 "Warranty Period" has the meaning given in Clause 8.
 "Website" means www.recoup.co.uk.

1.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
 1.2 The headings shall not form part of the Contract and shall be for ease of reference only.

2. Basis of the sale

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 law, trade custom, practice or course of dealing
 2.2 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions.
 2.3 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
 2.4 Where required, the Seller may offer and sell non-standard Goods that fall within scope of the Buyer's requirements. No Order submitted by the Buyer shall form part of the Contract unless and until it has been confirmed in writing by both parties, agreeing to the bespoke requirements.
 2.5 The Buyer acknowledges that it does not rely on any representations which are not confirmed in writing by the Seller.
 2.6 Any typographical, clerical or other error or omission in any document issued by the Seller shall be subject to correction without any liability on the part of the Seller, so far as the correction does not materially affect the Contract. Should either the Seller or Buyer become aware of any material error or omission, they shall advise the other as soon as is reasonably practicable.

3. Orders and specifications

3.1 The Goods are described in the Specification.
 3.2 The Buyer is responsible for ensuring that the terms of the Order are complete and accurate. The Seller shall not be liable for any costs arising from the Buyer's inaccuracies.
 3.4 The Seller may make minor technical changes to the Specification which will not be to the Buyer's detriment or affect the function, quality or Price of the Goods. The Seller shall endeavour to notify the Buyer of such changes as a matter of courtesy.
 3.5 The Seller reserves the right to make any changes in the Specification which are required to conform to any applicable statutory or UK requirement. The Seller shall endeavour to notify the Buyer of such changes as a matter of courtesy.
 3.6 If for any reason beyond the Seller's control, the Seller cannot supply the Goods, the Seller will notify the Buyer as soon as practicable and will seek to offer acceptable alternative arrangements.
 3.7 Orders for bespoke Goods may not be cancelled, amended or returned using the standard terms as set out in sections 4 & 10 due to the Goods having no other potential buyer due to it being a non-standard product.
 3.8 Should the Buyer need to cancel, amend or return items on the order Contract, the Seller reserves the right to refuse the request, or offer bespoke terms to cover loss of earnings and associated costs – which will always be considered in good faith.

4. Right to cancel

4.1 The Buyer has the right to cancel this Contract without penalty within 48 hours of the Commencement Date. Where the Buyer intends to cancel the Contract, they may do so by telephoning the Seller and speaking with a manager or director of the Seller or their authorised representative. The cancellation must be confirmed in writing, whereupon the Seller shall pay back in full any payment which has been received by the Buyer within 10 working days of receiving notification in writing.
 4.2 Where the Buyer cancels the Contract more than 48 hours after Commencement Date, the Seller is entitled to charge a cancellation fee which the Buyer shall be liable to pay to the Seller.
 4.3 The cancellation fee shall be equal to such lost expenses in relation to time expended by the Seller in the sale, planning and production of the Goods and for all

part-processed or fully processed materials that cannot be reused. Where materials are capable of being re-used, the Seller shall not account for it in the cancellation

fee. The Seller will provide to the Buyer a schedule of losses within 15 working days of the cancellation. The Buyer shall have 15 working days to agree the schedule of losses.

5. Price and Terms of payment

5.1 The price of the Goods shall be as set out on the Website as at the Commencement Date.
 5.2 The Buyer shall pay for the Goods in full prior to delivery
 5.3 The Seller may invoice the Buyer for the Goods on or at any time after the Commencement Date
 5.4 The Buyer shall pay for the Goods in full by way of a bank transfer of cleared funds to a bank account nominated by the Seller in writing or cheque made payable to Recoup Energy Solutions Ltd. If payment is made by cheque, the funds must have cleared in the Seller's bank account prior to delivery.
 5.5 If the Buyer fails to make any payment under clause 5 within 7 working days of the due date, then without prejudice it is the right of the Seller to cancel the Contract and pursue the Buyer for damages for breach of the Contract.
 5.6 Trade accounts will be subject to satisfactory credit references, proven trading history with the Seller and are subject to their own separate terms and conditions. The Seller reserves the right to decline applications for trade accounts at its discretion.

6. Delivery and Acceptance

6.1 The Seller will give reasonable notice to the Buyer of potential dates for the delivery of the Goods. These dates shall be agreed between the parties but any dates which are agreed for delivery are approximate only, and the time of delivery is not of the essence. Should a delay in the delivery of the Goods arise due to factors outside the control of the Seller, the Seller shall inform the Buyer and alternative arrangements shall be made.
 6.2 The Buyer may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted the Goods until the Buyer has had a reasonable time to inspect them following delivery.
 6.3 Where the Buyer has paid for the Goods to be delivered, the Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree and delivery shall be completed on the completion of unloading the Goods at the delivery location.
 6.4 Where the Buyer has not paid for delivery, the Buyer (or their nominated carrier) shall collect the Goods from such location as may be advised by the Seller before delivery and delivery shall be completed upon completion of the loading of the Goods at the delivery location.
 6.5 If the Buyer fails to accept delivery of the Goods or fails to take the Goods within five working days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract in respect of the Goods:
 i. if the Goods were delivered by the Seller, delivery of the Goods shall be deemed to have been completed at 5.00pm on the date upon which delivery of the Goods was first attempted;
 ii. if the Buyer was to collect the Goods, delivery of the Goods shall be deemed to have been completed at 9.00 am on the sixth working day after the day on which the Seller notified the Buyer that the Goods were ready; and
 iii. the Seller shall store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
 6.6 If actual delivery of the Goods has not taken place within ten working days of deemed delivery under clause 6.5, the Seller may resell or otherwise dispose of part or all of the Goods.

7. Risk and Title

7.1 The risk in the Goods shall pass to the Customer on completion of delivery. The Seller shall not be liable for any damage whatsoever or howsoever caused to the goods whilst at the Buyer's premises.
 7.2 The Seller shall own the Goods until full payment has been received in cash or cleared funds when title to the Goods shall pass to the Buyer.
 7.3 Until such time as the Buyer owns the Goods, notwithstanding the fact that the Goods may have been delivered to the Buyer, the Seller shall retain legal and beneficial ownership of the Goods and the Buyer agrees to act in utmost good faith in relation to the Goods.
 7.4 Until such time as ownership of the Goods passes to the Buyer, the Seller may, at any time, require the Buyer to deliver up the Goods. Where this is impracticable, for example, due to the fact that the Goods have been installed and therefore cannot be removed or re-sold, the Seller may take legal action to recover the value of the Goods and claim the costs of such action from the Buyer.

8. Warranties and Liability

8.1 The Seller warrants that, for the period set out in clause 8.2, the Goods will be of satisfactory quality, free from defects, be fit for the purpose for which they are supplied and shall conform in all material respects with the Specification.
 8.2 The Recoup Series of products carry a minimum of a 2 year warranty and other associated and or complimentary products, as per their individual guarantee. The Recoup Pipe HEX has a market leading 10 year warranty and the Recoup Easyfit+ a

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5 year warranty. This warranty starts from the date of the completion of the delivery of the Goods.

8.3 Where the Goods are sold by description, the Seller shall endeavour to ensure that the Goods correspond with the description.

8.4 In respect of personal injury or death arising from the gross negligence of the Seller, the Seller shall be liable without limitation.

8.5 The Buyer shall be solely responsible for the installation of the Goods.

8.6 Where the Goods do not conform to the warranty in clause 8.1, and the Buyer gives notice in writing to the Seller during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.1, the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.7 The Seller shall not be liable under this clause where:

- i. the defect is found to be as a result of an act or omission of the Buyer or any third party;
- ii. the Buyer makes any further use of such Goods after giving notice in accordance with clause 8.6;
- iii. the Buyer alters or repairs such Goods without the written consent of the Seller;
- iv. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- v. Any loss or damage caused by the Seller where there was no breach of a legal duty of care and where the loss or damage was not reasonably foreseeable.
- vi. Any loss or damage resulting from the Buyer's breach of the Contract.
- vii. Any defect or fault arising from the installation of the Goods.
- viii. Any defect arising outside of any guarantee period provided by the manufacturer; or
- ix. Any delay in performing or failure to perform any of its obligations where the delay or failure was due to any cause beyond the Seller's control.

8.8 The Seller has obtained public and product liability insurance policies with reputable insurance companies in respect of all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with the Goods.

8.9 Subject to clauses 8.10 and 11, if the returns policy has been correctly followed (Section 10) and following an assessment of a returned Goods it is found that the product has failed due to manufacturing fault, the total liability of the Seller for any liability not covered by the Company's insurance referred to in clause 8.8 shall not exceed:

- i. the value of providing a replacement Good, fully credited;
- ii. £250 for labour to replace the faulty Goods. Payment is made on receipt of official company invoice; and
- iii. £250 for any damage caused to property due to faulty Goods. Payment is made on receipt of the official company invoice.

8.10 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation;
- iii. breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- iv. defective products under the Consumer Protection Act 1987.

8.11 Subject to clause 8.10, the following types of loss are wholly excluded:

- i. loss of profits;
- ii. loss of sales or business;
- iii. loss of agreements or contracts;
- iv. loss of anticipated savings;
- v. loss of use or corruption of software, data or information;
- vi. loss of or damage to goodwill; and
- vii. indirect or consequential loss.

9. General

9.1 Any notice to be given by either party shall be in Writing or email to the addresses on the signed Contract and/or order. Each party shall notify the other promptly of any change in address.

9.2 Should the Seller agree to ignore any particular breach of the Contract by the Buyer, this will not affect the Seller's right to claim for breach of Contract for any subsequent breach by the Buyer.

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

9.4 Should any dispute arise in relation to the Contract, the Buyer and Seller shall endeavour to remedy the situation between themselves. Should agreement not be reached and the Buyer and Seller agree, the dispute may be referred to a single arbitrator who shall be agreed by the Buyer and Seller.

9.5 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with or its subject matter or formation shall be governed by the laws of England and Wales, and the Buyer agrees to the exclusive jurisdiction of the English Courts.

9.7 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.8 The Seller shall not be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the Buyer may terminate the Contract by giving 30 days' written notice to the Seller.

10. Returns Policy

Return of Defective Goods

10.1 The procedure below must be followed before returning goods to the Seller as no liability will be accepted for any Goods returned to the Seller that do not follow these guidelines.

10.2 The Buyer has a duty to take reasonable care of the Goods whilst they are in the Buyer's possession and up until the time when the Goods are physically returned to the Seller.

10.3 Before returning any Goods to the Seller, the Buyer is to contact the Seller in writing or by email at orders@recoup.co.uk to inform the Seller that Goods are being returned and to obtain a return reference number.

10.4 In returning the Goods to the Seller, the Buyer is to comply with the following requirements:

- i. The Buyer is to state the original order reference number on any correspondence sent with the returned Goods to assist the Seller in dealing with any refund efficiently;
- ii. Return all the original packaging where possible to do so;
- iii. Ensure that the Goods are packaged securely taking all measures where possible to prevent damage in transit;
- iv. On the outside of the parcel packaging, clearly mark the returns reference number and address provided to the Buyer.
- v. Please take a picture of the product (if opened) and packaged product and send to the Seller before shipping.

10.5 Except where otherwise agreed, the Buyer is responsible for returning the Goods to the Seller. Please ensure that adequate proof of delivery is obtained, as the Seller will not be liable for any Goods that are lost or damaged in transit.

10.6 In the event that any Goods delivered to the Buyer do not correspond with the Goods in the Order Confirmation, or have been delivered to the Buyer by mistake, then the Buyer will be under a duty to take reasonable care of such Goods and to contact the Seller immediately (and no later than 14 days from delivery). The Seller will then arrange for a courier to collect the Goods and replacements to be supplied.

10.7 Where Goods have been damaged whilst in the Buyer's possession, the Seller shall not be obliged to accept the return of those Goods. In such circumstances, the Seller will notify the Buyer that the Goods are available for re-collection or re-delivery for which the Buyer shall be liable for any reasonable delivery charges incurred.

10.8 The Seller shall inspect all Goods that are returned and should the Seller deem the complaint for damaged or faulty Goods to be unjustified, the Seller will inform the Buyer of the reasons for the Seller's decision and either notify the Buyer that the Goods are ready for collection or arrange for them to be re-delivered to the Buyer and the carriage cost of this will be the Buyer's responsibility. Please note that if the Buyer in the meantime, requires the Seller to provide the Buyer with replacement Goods before completion of the testing/return process, the Buyer will be liable to pay for these Goods.

10.9 Where the Seller accepts the return of the defective Goods, the Seller will provide the Buyer with either repaired or replacement Goods and only if this is not possible or would be disproportionate to the price of such goods shall a full refund or account credit be applied.

Return of Unwanted Goods for Credit

10.10 In the event that the Seller, at the Seller's absolute discretion, agree to accept the return for credit of unwanted products, the Goods must be returned with the Seller's prior written agreement within 7 working days of delivery. The Goods must be unopened, and in perfect re-saleable condition. All Goods returned in these circumstances will not be subject to a re-stocking fee. Please ensure that the Goods the Buyer has purchased are to the Buyer's specification prior to opening.

10.11 Any Goods returned unopened, and in re-saleable condition, outside of the 7 working days specified in clause 2.1 may be returned for credit subject to the Seller's absolute discretion and shall be decided by the Seller on a case-by-case basis. All Goods returned in these circumstances will be subject to a reasonable re-stocking fee to cover our administrative charges.

11. Post-installation defects and damage caused due to defective goods

11.1 All products are pressure tested at production stage, so post installation faults are extremely rare.

11.2 In the event that a defective product has been identified post installation and/or has caused damage to a property, due to a water leak for example, the Seller asks that the Seller is contacted immediately to be notified.

11.3 The Seller will ask the Buyer to take images and video of the damaged or faulty product in situ, before it is removed. This is so the Seller can fully assess the issue quickly and progress the claim.

11.4 The Seller will ask for various evidence of installation compliance, such as pre-installation product visual checks, pressure tests and correct use of fittings etc.

11.5 Once this has been carried out, please follow the Seller's standard returns policy for defective goods.

11.6 Damage claims will be assessed as part of the process, should the product be found to be a manufacturing issue and not an installation/handling one.

11.7 Site visits are not required as standard to assess such claims. Should a site visit be officially requested, the Seller will endeavour to accommodate this quickly, however, should the fault be deemed not a manufacturing issue, the Seller reserves the right to levy a charge to cover the cost of the visit.

11.8 All claims to Recoup must be made via the online claims form. This can be completed by the installer but claims must be processed by the merchant from whom the product was purchased.