

# SOLEN

Your Trusted Solar & Electrical Distributors

## Solen Trade Account Application Form



**Account opening form**

Company name	
Trading name <i>(If Different)</i>	
Company registered office address	
Town	
County	
Postcode	
Company registration number	
Company VAT number	
Invoice address <i>(If Different from above)</i>	
Town	
County	
Postcode	
Contact name in accounts	
Email accounts	
Telephone accounts	
Buyers contact name(s)	
Email sales	
Telephone sales	

**Please complete the following if credit required:**

Name of bank	
Bank address	
Town	
County	
Postcode	
Sort code	
Bank account no.	
Trade reference name 1	
Address	
Town	
County	
Postcode	
Name of contact	
Email	
Telephone	

***Continue on next page...***

Please complete the following if credit required:

Trade reference name 2	
Address	
Town	
County	
Postcode	
Name of contact	
Email	
Telephone	
Amount of credit applied for	

### Signature

By signing this document the authorising director agrees (together with his co-directors) to Solen Energy UK Limited’s Terms and Conditions of business, which can be viewed online [www.solenenergy.com/termsandconditions](http://www.solenenergy.com/termsandconditions) and a copy of which can be provided upon request, which conditions govern all transactions.

We wish to receive marketing information about Solen’s latest offers and promotions:    Yes     No

Signature	Print name
Position	Date

<b>Authorised by</b>
Directors Names:
Signature:
Date:

Company Bank account authenticity checked: Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature:
Date:

Account opening email sent: Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature:
Date:

Trade references checked: Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature:
Date:

Credit Limit:	Terms: Yes <input type="checkbox"/> No <input type="checkbox"/>
What Method:	

## General terms and conditions of sale:

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**These are the terms & conditions upon which we supply goods to you. Please read them carefully before placing an order with us. We reserve the right to make amendments to these terms & conditions at any time, and you are responsible for regularly checking the content. By placing an order with us, you will be deemed to have accepted these terms & conditions.**

### 1. Introduction

- 1.1.** These Terms and Conditions govern the supply of goods sold and services provided by Solen Energy UK Ltd (company number 07539158) of 19 Montague Road, Widnes, England, WA8 8F (“we”, “us”, “our”) to the customer (“you”, “your”).
- 1.2.** All orders placed by you and purchases of goods made from us, whether via our website, by email, by telephone, at our trade counters, or by any other means accepted by us, are governed by these Terms and Conditions.
- 1.3.** These Terms and Conditions set out the whole agreement between you and us (‘Agreement’) for the purchase of goods and supply of services, to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**1.4. In these Terms, the following definitions apply:**

**Force Majeure Event:** has the meaning given in clause 15.

**Goods:** the Goods that we sell to you.

**Order:** your offer to purchase Goods, whether this is via our website, by email, by telephone, at our trade counters, via a completed purchase order, through your written or verbal acceptance of our quotation, or by any other means accepted by us.

**Sales Order:** the document which we may issue in response to your Order, detailing the Goods, the price and any terms and conditions specific to the transaction.

**Specification:** any specification for the Goods, including any related plans and drawings, that is supplied to us by you, or produced by us and agreed in writing by you.

**Terms:** the terms and conditions set out in this document.

**Party/parties:** The parties entering into the Agreement.

- 1.5.** In these Terms; a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); a reference to a party includes its personal representatives, successors or permitted assigns; a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; a reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted; any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and a reference to writing or written includes email.

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### **2. Basis of Agreement & Ordering**

- 2.1.** You may place an Order with us at our trade counters, by telephone, by email, by the submission of a completed purchase order form, through your written or verbal acceptance of our quotation, or via our website. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms and is subject to acceptance by us. You shall ensure that the terms of the Order and any relevant Specification are complete and accurate. If any of these Terms are inconsistent with the Order, these Terms shall prevail.
- 2.2.** Website orders may be placed by following the onscreen prompts after clicking on the item you wish to purchase. Any input errors in the Order can be corrected until the point at which you place the Order by clicking the 'Confirm and Pay' button.
- 2.3.** All orders are subject to acceptance by us. We may accept your order by (as applicable)
  - 2.3.1** For purchases made at our trade counters, by making the Goods available to you at our trade counters; or
  - 2.3.2** Issuing a written acceptance of the Order in the form of a Sales Order; or
  - 2.3.3** For orders placed via our website, by communicating with you that the Goods are ready for delivery or collection.

For the avoidance of doubt, processing your payment or acknowledging your Order (including sending an email confirming your Order is being processed) does not constitute legal acceptance of your Order.

At the point we accept your Order in accordance with this paragraph, the Agreement for the sale and purchase of the Goods shall come into existence between us and you.

- 2.4.** If we are unable or unwilling to accept your Order for any reason, we will inform you of this and will not charge you for the Goods. If payment has already been made, we will return payment to you. We will not be liable to you or to anyone else in those circumstances. If you are an account holder we may, at our discretion, raise a credit to offset the amount due to you or apply the sum paid against sums due to us on your account.

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- 2.5.** This Agreement constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf which is not set out in this Agreement.
- 2.6.** Any samples, drawings, descriptive matter, or advertising issued by us and any descriptions or illustrations contained on our website, or in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of this Agreement or any other agreement between you and us for the sale of the Goods. Although we make every effort to display the colours of the Goods accurately, colours may vary slightly from those images.
- 2.7.** A quotation for the Goods given by us shall not constitute an offer. A quotation shall only be valid for a period of 14 days from its date of issue.
- 2.8.** If, after the Agreement has come into effect in accordance with paragraph 2.3 but before the Goods have been collected/delivered, we have to cancel due to a Force Majeure Event or the unavailability of Goods, we shall promptly inform you in writing. In these circumstances, if you have made any payment for the Goods, we will refund these amounts to you. This shall be the sum total of our liability to you in such circumstances. If you are an account holder we may, at our discretion, raise a credit to offset the amount due to you or apply the sum paid against sums due to us on your account.

### **3. Availability**

- 3.1.** All Goods are subject to availability. Whilst we endeavour to keep our website up-to-date in terms of stock availability and anticipated delivery/collection times, in the event that we are unable to supply the Goods within the anticipated time frame, we will contact you to ask how you wish to proceed. We may at our discretion fulfil any part of the Order which is available.
- 3.2.** Where Goods are not available, we will refund to you the price paid for the Goods as soon as possible. If you are an account holder we may, at our discretion, raise a credit to offset the amount invoiced to you, or apply the sum paid against sums due to us on your account.

### **4. Delivery**

- 4.1.** In the event that we have agreed to deliver or organise the delivery of the Goods, we shall deliver the Goods to the location set out in the Sales Order or similar. Such delivery will take place at any time after we notify you that the Goods are ready. Delivery of the Goods shall be completed upon the Goods' arrival at the delivery location and once a delivery signature has been obtained. If you fail to take delivery of the Goods as agreed or fail to provide adequate delivery instructions, then we reserve the right to charge you the cost of carriage of the failed delivery, plus any loss of profit or other financial loss we have suffered as a result of the failed delivery.



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- 4.2.** Notification of non-delivery must be made to us in writing as soon as you become aware that delivery at the expected and arranged time and location has not taken place. Notification of shortage and/or damage must be made to us in writing within 24 hours from receipt of Goods. Any Goods received damaged must be signed for as damaged on the courier's delivery note. If it is not possible for the Goods to be checked at the time of delivery, they must be signed for as unchecked.
- 4.3.** Any dates quoted for delivery are approximate only, and the date and/or time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or is due to the failure of a third party which is outside of our immediate control.
- 4.4.** If you have arranged to collect the Goods, either from our trade counters or from our warehouses, the Goods must be collected within 14 days of us notifying you that they are ready for collection. In the event that the Goods are not collected within that time frame, we will cancel the Order and retain any payment received for the Order against any losses we have sustained as a result of your failure to collect. In the event that we have not sustained any losses and are able to offer the Goods for general re-sale, we will hold any payment received as a customer credit on your account or apply the sum paid against sums due to us on your account.
- 4.5.** If you have arranged to collect Goods from our trade counters, you will be able to collect at any time during normal opening hours once we have notified you that the Goods are available to collect. We will carry out in-store verification before you can collect the Goods and you will be informed at the time of placing the Order what you need to bring with you.

## **5. Price and Payment**

- 5.1.** The price of the Goods shall be the price set out on our website or in the Sales Order or, if no price is included in the Sales Order, the price set out in our published price list in force as at the date of collection/delivery.
- 5.2.** Unless we otherwise agree in writing, we may, by giving notice to you at any time up to delivery, increase the price of the Goods to reflect: any increase in the cost of the Goods that is due to any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); any request by you to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or any delay caused by your instructions or your failure to give adequate or accurate information or instructions.
- 5.3.** Unless we otherwise agree in writing, the price of Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be paid by you when you pay for the Goods. The price of the Goods is exclusive of VAT, unless expressly stated in writing. You shall, on receipt of a valid VAT invoice, pay us such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

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- 5.4.** For account holders with valid credit limits, we may invoice you for the Goods on or at any time after the completion of delivery. You shall pay the invoice in full and in cleared funds within 7 days of the date of the invoice unless otherwise agreed in writing. Payment shall be made to the bank account nominated in writing by us from time to time. Time of payment is of the essence.
- 5.5.** You shall pay all amounts due under the Agreement 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. Unless otherwise agreed in writing, 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.
- 5.6.** If you fail to make any payment due to us under this Agreement by the due date, we may at our discretion immediately suspend deliveries to you, and you agree that you will have no claim against us in respect of the suspended deliveries, in terms of either damages or interest.
- 5.7.** If you fail to make any payment due to us under this Agreement by the due date for payment then you shall pay interest on the overdue amount at the rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments. 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.
- 5.8.** In the event that you do not pay us within the agreed terms, we may, by giving you 7 days' notice, apply for a legal remedy against you and/or employ the services of a solicitor or debt collection agency in order to recover the monies owed to us. You agree that you will become liable for payment of all costs plus VAT which we incur in using such a solicitor or debt recovery service, which may be up to 15% (plus VAT) of the initial debt, in addition to the initial debt and interest owed. Any costs incurred to collect the debt will be added to the debt, plus VAT. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court.
- 5.9.** In the event that we have agreed to provide you with credit terms in respect of the supply of Goods, you expressly accept that any failure by you to pay in full by the due date will trigger our obligation to notify credit insurers of your failure, which may negatively affect your credit-worthiness both with us and with other firms and/or institutions.

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### 6. Delivery/Shipping Costs

- 6.1.** Delivery/shipping costs will be detailed on our website or will be set out on the Sales Order. In the event that delivery/shipping costs are not expressly mentioned on the Sales Order, it is understood that prices exclude delivery/shipping costs.
- 6.2.** In the event that you return an item in accordance with clause 8 of this agreement, you will be responsible for paying your own shipping costs for returning your item unless otherwise agreed by us in writing. Shipping costs are non-refundable. If you receive a refund, the cost of return shipping as well as the initial cost of shipping to you will be deducted from your refund.

### 7. Title and Risk

- 7.1.** The risk in the Goods will pass to you upon collection or completion of delivery, as set out in clause 4.
- 7.2.** In the event that you have organised your own transport/shipping of the Goods, the risk in the Goods will pass as soon as the Goods pass into your physical possession, which includes (but is not limited to) the Goods having been loaded on to your, or your agent's, transport.
- 7.3.** Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for the Goods and any other goods or services that we have supplied to you.
- 7.4.** Until title to the Goods has passed to you, you will:
- 7.4.1.** hold the Goods in a fiduciary capacity for us as Bailee;
  - 7.4.2.** maintain the Goods in satisfactory condition and keep the Goods properly protected and insured for their full price from the date of delivery. Any insurance pay-out which you receive in respect of the Goods under this clause will be passed on to us upon receipt;
  - 7.4.3.** store the Goods separately from all and any other Goods so that they remain clearly identifiable as our property and mark the same as our property, or otherwise store them in a manner which clearly indicates our ownership of the Goods;
  - 7.4.4.** give us such information relating to the Goods as we may reasonably require from time to time;
  - 7.4.5.** not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 7.4.6.** notify us immediately if you become subject to any of the events listed in clause 14; and
- 7.5.** Until such time as title to the Goods passes to you, or you become subject to any of the events detailed in clause 14, you will allow us:
- 7.5.1.** to repossess the Goods on demand and for this purpose grant us an irrevocable right, by our servants, agents or otherwise and by whatever means we deem necessary, to enter at any reasonable hour upon any or all of your premises or any other premises where the Goods are kept in respect of which you are able to grant such a right of entry; and

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- 7.5.2.** where the Goods have been fixed or attached to any other product, to detach the Goods in order to gain possession of them. Such redelivery or retaking of possession shall be without prejudice to the obligation of you to purchase the Goods.
- 7.6.** Until title to the Goods has passed to you, you may sell the Goods to third parties but in so doing you shall be acting on our behalf as bare trustee and agent for us and any such sub-sale to another party shall not be a sale in the ordinary course of your business. We will be entitled to the whole of the proceeds of any such sub-sale and you will pay the same (and no other monies whatsoever) into a separate and distinct bank account and account for the same to us.
- 8. Cancellations, Returns and Refunds**
- 8.1.** Subject to the provisions of this paragraph, once an Order has been accepted by us, you may cancel your order and return any Goods collected or delivered, within 30 calendar days of the date of collection or delivery.
- 8.2.** Notice of cancellation must be given by email, telephone, at our trade counters, or using the contact form on our website.
- 8.3.** It may be necessary for you to take delivery of the Goods before you can cancel your Order if the Goods are already in our delivery system before we receive your notice of cancellation.
- 8.4.** To be eligible for a return, the Goods must be unused, in the same condition that you received them, and in the original undamaged packaging.
- 8.5.** You will also be required to show that you have the receipt or proof of purchase for the Goods to be returned.
- 8.6.** Once we have received the Goods to be returned, we will inspect them and notify you that we have received your returned item. We will notify you of the status of your refund after inspecting the Goods.
- 8.7.** If your return is approved, we will initiate a refund to you. You should receive the credit within 7 days once the refund has been approved. If you are an account holder we may, at our discretion, raise a credit to offset the amount paid, or apply the refund against sums due to us on your account.
- 8.8.** Sale items can also be refunded as long as they meet the requirements set out in this clause of this Agreement.
- 8.9.** This clause does not apply to Goods which have been specifically ordered for you and therefore do not form part of our general stock, or have been designed and/or manufactured to your Specification, or are in any way bespoke to you. In that case, Goods may only be returned with our express written agreement.
- 8.10.** Nothing within this clause will adversely affect your legal rights if you are dealing with us as a consumer.

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### 9. Manufacturers' Warranties and Guarantees

**9.1.** In the event that the Goods are sold with a manufacturer's warranty, guarantee, or similar assurance, we will pass on the benefit of the guarantee (or similar) to you. It is your responsibility to comply with any registration process which the manufacturer has stipulated in respect of the warranty (or similar). Any complaint, query or claim under a manufacturer's warranty (or similar) must be made direct to the manufacturer and we do not have any responsibility or liability under or in connection with any such warranty (or similar).

**9.2.** Certain goods are advertised as having the benefit of third-party certification (e.g. MCS certification). Such certifications are subject to withdrawal by the certifying bodies with little or no notice. This is a matter entirely beyond our control and we accept no liability or responsibility for the possible withdrawal or limitation in scope of any form of third-party certification. It remains your responsibility to check the ongoing existence and validity of any such certification before entering into an agreement to purchase goods.

### 10. Design Service

In the event that you wish to use our design service, it is your responsibility to ensure that we are provided with all relevant information, and it is your responsibility to ensure the accuracy of that information. When we have produced a draft design, it is your responsibility to check the accuracy of the design and to ensure that it meets your requirements. Any drawings, plans, reports, specifications or other material arising from or in connection with our design service shall remain our property.

### 11. Limitation of Liability

**11.1.** If you purchase Goods and/or use our design service as a business customer, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

**11.2.** If you purchase Goods and/or use our design service as a business customer then, subject to paragraph 11.1 above, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

**11.2.1.** loss of profit, business, revenue, capital, anticipated savings, and/or goodwill;  
or

**11.2.2.** any indirect or consequential loss arising under or in connection with any contract between us.

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- 11.3.** If you purchase Goods and/or use our design service as a consumer, to the extent not prohibited by law, we accept no liability for any:
- 11.3.1.** loss which is not foreseeable
  - 11.3.2.** loss which arises when we are not at fault or in breach of contract
  - 11.3.3.** business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity, and other similar losses, as well as business interruption)
- 11.4.** Nothing in these Terms is intended to affect your legal rights if you are a consumer, nor is it intended to exclude or limit our liability to you for fraud, fraudulent misrepresentation, for death or personal injury resulting from our negligence, or for any other liability which cannot be limited or excluded as a matter of applicable law.
- 11.5.** Goods are intended for use in the UK only and we cannot confirm that the Goods comply with any laws, regulations or other standards applicable outside the UK. All Goods are sold in accordance with the manufacturer's specifications and are subject to any qualifications, representations, or instructions contained in the documentation associated with the Goods.

## **12. Your Liability**

- 12.1.** Whether you are a business or a consumer, you shall indemnify and keep us indemnified from and against any liability, penalty, costs, claims, damages, loss and/or expense incurred or suffered, whether or not foreseeable and howsoever arising:
- 12.1.1.** as a result of incorporating property in the Goods; or applying any patent, registered or unregistered design, copyright, trademark, trade name or design to the Goods; in each case on your instructions, suggestions or specifications, or complying with any other instruction of yours relative to the Goods; and/or
  - 12.1.2.** in relation to any third-party claims arising from the use, installation, or dealings by you in the Goods (irrespective of whether or not they involve our negligence); and/or
  - 12.1.3.** as a result of your negligence, default, or breach in respect of this or any other contract you have made with us.

You will notify us immediately of any claim made or action brought or threatened alleging infringement of the rights of any third party. At our discretion, we shall have the right to sole conduct of any proceedings or claim, and you will provide us with all assistance as we require in relation to any such claim.

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### 13. Divisibility

This Agreement is divisible. Each delivery shall be deemed to arise from a separate contract and may, at our discretion, be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the agreed terms of payment, as detailed in the Sales Order or similar, without reference to and notwithstanding any defect or default in delivery of any other instalment.

### 14. Customer's Insolvency or Incapacity

**14.1.** If you become subject to any of the events listed in clause 14.2, 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 delivery of Goods without incurring any liability to you, and all outstanding sums in respect of the Goods shall become immediately due.

**14.2.** For the purposes of clause 14.1, the relevant events are:

- 14.2.1.** you suspend, or threaten to suspend, payment of a debt or you are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) you are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply; or
- 14.2.2.** you commence negotiations with all or any class of its 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
- 14.2.3.** (being an individual) you are the subject of a bankruptcy petition or order; or
- 14.2.4.** a creditor or encumbrance 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
- 14.2.5.** (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
- 14.2.6.** (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or
- 14.2.7.** a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
- 14.2.8.** any event occurs, or proceeding is taken in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2.1. to clause 14.2.7 (inclusive); or
- 14.2.9.** you suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or
- 14.2.10.** (being an individual) you die or, by reason of illness or incapacity (whether mental or physical), you become incapable of managing your own affairs or you become a patient under any mental health legislation.



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- 17.4.** We may transfer our rights and obligations under this Agreement to another organisation and we will notify you in writing if this happens. You may not transfer your rights and obligations under the Agreement without our prior written consent.
- 17.5.** The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, English law, and parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 17.6.** If any dispute arises in connection with the Agreement, the parties will enter into mediation in good faith to settle such a dispute. To initiate the mediation, a party must give notice in writing ("Mediation Notice") to the other party(ies) to the dispute, referring the dispute to mediation. Unless agreed otherwise by the parties, the dispute will be referred to an independent recognised mediation body for the selection of a mediator. Unless otherwise agreed by the parties, the mediation will start not later than 28 days after the date of the Mediation Notice. No party may commence any court proceedings/arbitration in relation to any dispute arising out of the Agreement until it has attempted to settle the dispute by mediation and either the mediation has failed or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. For the avoidance of doubt, this clause 17.6 does not apply to a straightforward action to recover an undisputed sum due pursuant to an invoice issued in the normal course of business.



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### 15. Force Majeure

15.1. Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent that such failure or delay caused by a Force Majeure Event.

15.2. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structure, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

### 16. Notice

16.1. All notices sent by you to us must be sent to us at Solen Energy UK Limited, 19 Montague Road, Widnes, England, WA8 8F. We may give notice to you at any email or postal address you provide to us.

16.2. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, that the email was sent to the specified email address of the addressee.

### 17. General

17.1. If any court or competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.2. A waiver of any right or remedy under the Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.3. A person who is not a party to the Agreement shall not have any rights under or in connection with it.