

Terms and Conditions of Sale

The Energy Lab Solutions Ltd

1. Definitions and Interpretation

1. “Company” / “Seller” means The Energy Lab Solutions Ltd (registered in England and Wales).
2. “Buyer” means the individual, firm, company or other legal entity purchasing Goods and/or Services from the Company.
3. “Goods” means any products supplied by the Company to the Buyer.
4. “Services” means any services supplied by the Company to the Buyer.
5. “Contract” means the legally binding agreement between the Company and the Buyer formed in accordance with these Terms, whether by signature, acceptance of an Order, or conduct.
6. “Order” means the Buyer’s order for Goods and/or Services, whether oral or written.
7. “Terms” means these Terms and Conditions of Sale as amended from time to time.

2. Application of Terms

1. These Terms apply to all quotations, Orders, and Contracts for the supply of Goods and/or Services by the Company.
2. The Buyer shall be deemed to have accepted these Terms upon the earliest of:
 - (a) signing them;
 - (b) placing an Order;
 - (c) accepting delivery of any Goods or Services; or
 - (d) making any payment to the Company.
3. Where these Terms conflict with a separately signed project-specific contract, that contract shall prevail.
4. These Terms exclude all other terms, including any terms the Buyer seeks to impose or incorporate, whether by purchase order, correspondence, or otherwise.
5. No variation to these Terms shall be binding unless agreed in writing and signed by a Director of the Company.
6. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
7. This Contract, as formed in accordance with these Terms, constitutes the entire agreement between the parties and supersedes all prior discussions, correspondence, representations or agreements.
8. Where Services involve installation works, CDM duties shall apply only where the Company is formally appointed to a statutory role in writing.

3. Quotations and Contract Formation

1. All quotations are issued subject to these Terms and are valid for 30 days unless stated otherwise.
2. A quotation does not constitute an offer. An Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Terms.
3. The Contract is formed only when the Company issues written acceptance of the Order or delivers the Goods, whichever occurs first.
4. The Company reserves the right to correct any typographical, clerical, or other errors prior to order confirmation.

4. Prices

1. Prices are as stated in the Company's quotation or, where no quotation is issued, the Company's prevailing price list.
2. All prices are exclusive of VAT and any other applicable taxes, which shall be payable by the Buyer.
3. Delivery, packaging, insurance, and transport charges are quoted separately where applicable and are indicative only.
4. The Company may revise prices prior to acceptance of an Order. No post-acceptance price increase shall apply without the Buyer's written agreement, save where the Buyer requests variations or specification changes.

5. Orders and Specifications

1. The Buyer is responsible for ensuring the accuracy and completeness of its Order and specifications.
2. Specifications provided by the Company are based on information supplied by manufacturers and suppliers; the Buyer must confirm suitability prior to ordering.
3. Any amendment to an Order requested by the Buyer after acceptance may result in additional charges and revised delivery dates.
4. The Company reserves the right to cancel any accepted Order where commercially reasonable to do so, without liability.
5. Any technical information, drawings, calculations, selections, sizing assistance, performance estimates, or other advisory material provided by the Company are supplied for general information purposes only and do not constitute design services, professional advice, or an assumption of responsibility for system design, specification, compliance, or performance.
6. The Buyer remains solely responsible for verifying the suitability, accuracy, and compliance of the Goods for its intended application.
7. For the avoidance of doubt, except where expressly agreed in writing, the Company shall have no responsibility for compliance with applicable laws, regulations, standards, or codes once the Goods are installed or incorporated into any system.

6. Delivery

1. Delivery dates are estimates only. Time shall not be of the essence.
2. Prior to collection or delivery of non-stock Goods from the manufacturer, an indicative final delivery date or week-commencing delivery date shall be agreed in writing between the Company and the Buyer.
3. The Company shall not be liable for any delay in delivery howsoever caused.
4. Delivery shall occur at the location agreed in writing.
5. Orders below £100 (net) may be subject to a £5 administration charge.
6. The Buyer shall provide safe and suitable access, unloading facilities, and equipment.
7. The Buyer is responsible for unloading and assumes all risk of damage to the Goods during unloading.
8. Where expressly agreed in writing, Goods may be delivered directly from an overseas manufacturer or port of entry to the Buyer's nominated delivery location. Such direct delivery shall not affect invoicing, payment terms, transfer of title, or allocation of risk, which shall apply in accordance with these Terms. The Buyer shall be responsible for site access, unloading, crantage, and internal movement of the Goods unless expressly agreed otherwise in writing.
9. Where delivery, collection, or unloading of the Goods is delayed due to any act or omission of the Buyer, the Company reserves the right to charge reasonable storage, handling, and insurance costs, provided that such charges are notified to the Buyer in advance.

7. Inspection, Returns and Acceptance

1. The Buyer shall inspect Goods immediately upon delivery.
2. Claims for shortages, incorrect Goods, or reasonably visible damage must be recorded on the delivery documentation and notified to the Company in writing within 48 hours of delivery. This does not affect rights relating to latent defects.
3. Claims for transit damage must be supported by photographic evidence and noted on delivery documentation.
4. Goods shall be deemed accepted if no valid notice is received within 7 days of delivery.
5. Returns require prior written authorisation and must be in original packaging.
6. Correctly supplied, stock-held Goods returned may be subject to an 18% restocking charge (minimum £20) plus delivery costs.
7. Bespoke, non-stock, or factory-ordered Goods may not be cancelled or returned once ordered.

8. Risk and Title

1. Risk in the Goods passes to the Buyer upon delivery to the agreed delivery location, and in any event prior to unloading.
2. Title to the Goods remains with the Company until payment in full is received.

Until title passes, the Buyer shall:

- Store Goods separately and identifiable;
- Not pledge or encumber the Goods;
- Hold proceeds of resale on trust for the Company.
- The Company may enter the Buyer's premises to recover unpaid Goods.

9. Payment Terms

1. The Company may invoice on or after delivery.
2. Unless stated otherwise, Payment is due 30 days end of the month in which the invoice is issued.
3. Bespoke or factory orders may require a deposit prior to ordering, with the balance payable 7 days net after delivery for first orders.
4. Invoice queries must be notified within 7 days of receipt.
5. Overdue sums shall accrue interest under the Late Payment of Commercial Debts (Interest) Act 1998, together with statutory compensation.
6. The Company may suspend or refuse delivery, suspend Services, and suspend any applicable warranty periods, or terminate the Contract formed under these Terms, if payment is overdue or credit limits are exceeded. During any period of suspension, delivery dates and performance obligations shall be extended accordingly, and the Company shall have no liability arising from such suspension.
7. If suspension continues for more than 28 days, the Company may terminate the Contract.
8. If at any time the Company reasonably considers or has reasonable grounds to believe that the Customer's ability to pay is impaired, the Company may suspend delivery and require payment in cleared funds in advance or adequate security for payment as a condition of further performance.
9. The Company reserves the right, acting reasonably, to review and vary the Customer's credit terms, credit limit, or payment period at any time where it reasonably considers that the Customer's financial standing, payment history, or credit rating has materially changed. Any such variation shall apply only to future Orders and shall take effect upon written notice to the Customer.

10. Cancellation

Orders may not be cancelled or varied without the Company's written consent. Where cancellation is accepted:

- Stock Goods must be returned within 7 days at the Buyer's cost and subject to restocking charges;
- Non-stock Goods shall be paid for in full, including associated costs.

11. Warranty

1. Goods are supplied with manufacturers' warranties, which are passed through to the Buyer.
2. The Company warrants that Goods shall be free from material defects at delivery.
3. Warranties apply only where Goods are:
 - Properly stored and installed;
 - Installed by suitably qualified persons;
 - Used and maintained in accordance with manufacturer instructions;
 - Fully paid for.
4. The Company shall perform any Services with reasonable skill and care in accordance with generally accepted industry standards.
5. The Company's sole obligation is, at its option, repair, replacement, or credit.
6. Warranties exclude labour, access, removal, or consequential costs.
7. For the avoidance of doubt, where the Company supplies Goods on a supply-only basis, the Company shall have no responsibility for installation, commissioning, system design, integration, or performance of the Goods once incorporated into any system, unless expressly agreed in writing.
8. Where the Company undertakes commissioning services, such commissioning shall be limited to the functional testing and initial start-up of the Goods supplied by the Company in accordance with manufacturer instructions. Commissioning does not constitute approval of system design, installation, integration, sizing, controls strategy, or overall system performance, all of which remain the responsibility of the Buyer and/or third-party installers unless expressly agreed otherwise in writing.

12. Liability

1. The Company maintains appropriate public and product liability insurance.
2. Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any liability which cannot be excluded by law.
3. Subject to clause 12.2, the Company's total liability shall not exceed the value of the Goods supplied under the Contract.
4. The Company shall not be liable for indirect, consequential, or economic loss, including loss of profit or business.
5. The Buyer is responsible for ensuring suitability of Goods prior to use.
6. The Buyer acknowledges that the limitations of liability are reasonable having regard to the price of the Goods and availability of insurance.
7. Except where expressly agreed in writing, the Company does not warrant that the Goods are fit for any particular purpose.

13. Force Majeure

The Company shall not be liable for failure or delay caused by events beyond its reasonable control, including acts of God, pandemics, war, strikes, government action, or supplier failure.

14. Intellectual Property

All drawings, specifications, and technical materials remain the property of the Company or its suppliers and may not be reproduced without written consent.

15. Data Protection

Personal data shall be processed in accordance with the UK GDPR for contract performance, account management, and legal compliance. Data shall not be retained longer than necessary.

16. Confidentiality

Each party shall keep confidential all commercial and technical information disclosed under the Contract.

17. Assignment and Subcontracting

8. The Buyer may not assign, transfer or subcontract any rights or obligations without the Company's prior written consent.
9. The Company may subcontract or assign its obligations without restriction.

18. Dispute Resolution

The parties shall seek to resolve disputes through good faith negotiation and, if necessary, mediation prior to litigation. This clause does not prevent either party from seeking urgent injunctive relief.

19. Governing Law and Jurisdiction

These Terms and the Contract are governed by the laws of England and Wales, and the English courts have exclusive jurisdiction.

20. Environmental Responsibility

The Company encourages responsible disposal and recycling of packaging materials. Where possible, products are sourced from suppliers with sustainable practices. The Buyer is responsible for complying with local environmental regulations regarding disposal.

21. Status and Incorporation of Terms

1. These Terms and Conditions of Sale constitute a legally binding agreement between the Company and the Buyer where accepted by signature, by issue or acceptance of an Order, or by conduct including acceptance of delivery of the Goods.
2. Where the parties enter into a separate written contract that expressly incorporates these Terms, such Terms shall apply in conjunction with that contract, subject to any stated order of precedence.

22. Notices

Any notice given under these Terms shall be in writing and shall be deemed received when delivered by hand, sent by pre-paid first-class post, or sent by email to the address most recently notified by the receiving party.

23. Waiver

No failure or delay by the Company in enforcing any provision of these Terms shall constitute a waiver of that provision or any other right.

24. No Partnership or Agency

Nothing in these Terms or the Contract shall be deemed to create any partnership, joint venture, agency, or fiduciary relationship between the parties, nor authorise either party to act on behalf of or bind the other in any way.

Signatures

The parties confirm that they have read, understood, and agree to be bound by these Terms and Conditions of Sale.

For and on behalf of the Company: Name: Richard Hopkins
Position: Managing Director Signature:

Richard Hopkins

Date: 19/02/2026

For and on behalf of the Buyer:

Name:

Position:

Company Name:

Signature:

Date: