

Contract of Sale

This Contract of Sale details our obligations to you, and your obligations to us. We reserve the right to vary this Contract of Sale. If there is any point that we can clarify for you, please contact us.

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Who We Are and How to Contact us:

In this contract, 'we', 'us' or 'our' means Quantum Group Renewables LLP a limited liability partnership registered under company number OC329373 and our registered office is at Kings Lodge, London Road, Sevenoaks, Kent TN15 6AR.

'You' or 'Your' means the person buying goods and/or services from us.

If you have any queries about this contract or the orders you have placed, please speak to our representatives or contact us at:

Email: sales@thequantumgroup.uk.com

Tel: 01708 528240

A high standard of service is important to us and we have been accredited and approved by recognized standard

organisations for our industry. Details of our certificates and accreditations can be found on our website.

The Quotation

The quotation details all goods and services we propose to supply, along with the total price for these goods and services including VAT, where applicable. Where equipment only has been selected by us and no design work has been undertaken, we cannot accept any responsibility for the performance of the design. If you are in any doubt of what is included and what is excluded, please refer to the quotation or contact us.

We will advise you on approvals and permissions that may be required for the work; however, it will be your responsibility to ensure that such approvals and permissions are in place. If there are additional payments that you may have to make, such as building works, planning costs or if you need to consult a Structural Engineer, we will offer assistance and advice, but you will be responsible for these costs.

Any recommendations or suggestions made by Quantum relating to the installations, whether in technical literature or in response to a specific enquiry are made using reasonable care and skill.

We are under a legal duty to supply products that are in conformity with the contract. The goods we provide to you must also be as described, fit for purpose and of satisfactory quality. However, we cannot guarantee any finishes shown will reflect exactly those of the products on receipt.

If a system performance estimate is given, this is as guidance only and should not be considered as a guarantee as various conditions beyond our control may affect this.

Please take time to acquaint yourself with this Contract of Sale. If there is anything you do not understand, or if you require clarification on any point, please contact us.

The quotation also includes key information we are required by law to give you before a legally binding contract is made. The key information we give you and the quotation forms part of this contract (as though it is set out in full here). If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

The offer constituted by our quotation remains in effect and is capable of being accepted for 30 days from the date on which you received the quotation, after which time it shall automatically expire. Please contact us should you require a quote after 30 days.

Quotation Acceptance

Before you accept the quotation, please read through this document very carefully to ensure that you are in agreement with this document, and in particular those sections set out in bold.

If you wish to proceed, please accept the quotation by clicking on the 'accept quotation button'.

If you have any questions on any aspect of this document or on the quotation, or any other related issue, please do not hesitate to contact us.

By accepting the quotation, you are confirming the order for the product and services specified and for the total cost and payment terms set out in the quotation. You are also agreeing to and accepting this Contract of Sale.

No contract will be in place until we confirm the order with you in writing. Once we have confirmed the order, a legally binding contract will be in place between us and you on the terms set out in the quotation and this Contract of Sale.

This Contract of Sale supersedes any previously issued terms and conditions of purchase or supply. No terms or conditions endorsed on, delivered with, or contained in your purchase conditions, order, confirmation of order, specifications or other document shall form part of the agreement between us except to the extent that we have agreed in writing.

Your Right to Cancel or Amend

Should you decide within fourteen days of the last good relating to the contract being delivered to you (the 'cancellation period') that you do not wish to proceed, you may do so for any reason. Any payments we have taken from you will be returned including the cost of delivery/ shipping (except for the supplementary costs arising if you chose a type of delivery/ shipping other than the least expensive type of standard delivery/ shipping offered by us).

You should put your wish to cancel in writing to us at the email address on the quotation or by using the attached model cancellation form attached to this contract, but use of this form is not obligatory.

Should you wish to make any amendments to the quotation during the cancellation period these will be made without additional charge.

Should you wish to make any amendments to the quotation after the cancellation period has expired, we will prepare a new quotation for you but we reserve the right to charge for any reasonable cost we have incurred in working towards the original installation details.

If you cancel this contract outside the cancellation period, you may have to pay to us any reasonable costs for any losses we may have incurred. We will attempt to keep these costs to a minimum. If you have paid us a deposit, or any advance payments, we may retain all or part of these payments as a contribution towards these costs or losses.

If you wish work to commence prior to the end of the cancellation period, this must be confirmed to us in writing. If you have agreed in writing that work will commence before the cancellation period expires, and you subsequently cancel, you are advised that reasonable payment may be due for any work carried out or equipment ordered.

If you decide to cancel your contract for our goods and services, then any credit agreement and any other ancillary contracts related to the main contract will be automatically cancelled.

Termination Rights under this Contract

If, within fourteen days of us informing you in writing of a serious breach of your obligations to us, and you have failed to rectify this breach, we will have the right to terminate this contract by notice in writing to you. This includes if you fail to pay any amount due under this contract on the due date for payment and you remain in default not less than

fourteen days after being notified in writing to make such payment.

We may also terminate this contract by notice in writing to you if you have not taken delivery of goods or ordered the services within 12 months of the date of confirmation of your order, unless such delay is wholly and exclusively due to our default. If we terminate the contract for this reason, we will refund or repay any amounts you have previously paid to us, less a reasonable amount to cover our costs and expenses.

You will have the right to terminate this contract by notice in writing to us if we have not rectified a serious breach you have notified us of within fourteen days of your notice.

Termination or expiry of the contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

Timetable for Works

If we have proposed a timetable for carrying out the installation, you are confirming that you agree with this timetable of works when accepting the quotation.

There can be occasions when this timetable may need to be varied, due to, for example, poor weather or unavailability of goods and services. We will inform you of any delay we become aware of at the earliest possible opportunity. We would then arrange a new mutually agreeable timetable.

In the case of severe delays to the delivery of goods, you may be offered different products of equivalent specification, value and quality. You can either accept that offer or wait for the products you ordered.

Should any delay be caused by you, we will attempt to accommodate that delay without cost to you. However, if extra costs are incurred by us due to the delay, for example scaffolding, we will require that you cover these costs.

The Installation

The goods we supply will be of satisfactory quality and fit for purpose. Post installation, you will be responsible for the use of products installed under this Contract of Sale.

You will be required to supply to us normal services free of charge; this would include toilet, washing, water facilities and electricity. You should also ensure we have safe and easy access to the installation area and if required, access to your wi-fi.

Any work to prepare for the installation, carried out by you or a third party that you employ should be carried out in line with the agreed start date for the installation. If this work has not been completed in time and a consequent delay is caused, you may be liable for any costs incurred by us for such a delay.

You will be given warranties for both the installation itself and for the installed goods, where applicable – see below under "Warranty".

Installation for external works to roofs, calculations for weight loadings will be provided by us, where applicable. However, it is your responsibility to complete a structural survey ensuring weight loading and the structural integrity of the roof will meet loading requirements for the installation.

Where we are supplying equipment only, you are responsible for the installation and use of the products supplied under this Contract of Sale, including but not limited to the suitability of the product for its final installed location, accuracy of dimensions, adequacy and quality control of installation arrangements and post-installation checks.

Assumptions of Installation

- We will require access to site and work/fire permits, pre-arranged by others, allowing speedy access to site and continuity of work.
- All work to be carried by us will be in normal working hours Mon – Fri 8am – 5pm.
- We will require free use of an electrical supply for power tools during the contract period. 240/110 Volt transformers will be used as dictated by site conditions.
- We can only drill holes for pipe runs through common brick walls and partitioning and not reinforced concrete or pre-stressed castings.
- Please ensure that suitable grounds are provided for the fixing of equipment and site is clear prior to installation.
- Please ensure that any required building, planning and landlord's permission will have been obtained. Any costs, direct or indirect, incurred by us resulting from you not receiving such permission will be charged in addition to the quotation.
- In accordance with health and safety regulations all site risks must be made known to us prior to the first attendance of our engineers on site. It is your legal duty to inform us of any known asbestos within the working areas and it is a health and safety requirement that a prior check of a building site for such materials has been carried out. In the event of suspected asbestos material being found on site, we will in accordance with the "Control of Asbestos at Work Regulations", cease working immediately, identify the hazard and act accordingly. We have not included any costs arising from such events which may also delay the agreed installation program.
- Please ensure hygiene and welfare facilities together with adequate heat and light will be available on site.
- Please do not operate any equipment under building site conditions; any servicing or repairs to affected equipment that has been run under these conditions can be charged in addition to the quotation.
- All efforts will be made by us to avoid any damage to furnishings or equipment on site. However, Quantum will only accept any responsibility, either direct or indirect, for any damages to furnishings or equipment after a full investigation has been carried out.
- Please ensure that expensive electrical equipment is not placed directly underneath air conditioning systems as it is possible that water drips may occur under fault conditions.
- After commissioning and handover, please ensure that reasonable and safe access to equipment will be provided for any service and maintenance work.
- We may subcontract part or all of the installation but please be assured that we are still responsible for ensuring that all subcontracted works are carried out to the relevant standards.
- We cannot be held liable for any defects that may arise with existing pipework or components that we have not installed or worked on during the installation.

Planning Permission

If the property is a listed building or you are in a conservation area, you may need planning permission. You are responsible for contacting your local planning authority to obtain this or confirmation that planning permission is not required.

By accepting the quotation, you are confirming that you have received planning permission or a building warrant for the proposed installation or ascertained that these are not required. We cannot be held responsible for any installations where planning permission or a building warrant was required but not obtained, and no refunds will be offered.

Changes to the Planned Work

If you decide to make changes to any planned work after installation has commenced, you should contact us without delay. Wherever possible we will incorporate your changes and if we are not able to do so we will inform you as to why it is not possible.

You need to be aware that any changes to the original design may mean an adjustment to the cost of the installation. Any adjustment in the cost, either in addition or subtraction will be dealt with as a Variation of Contract and we will adjust the price by written agreement with you.

There can be occasions when we come across unexpected work. Should this arise, we will discuss this with you. If it is an area of work in which we are competent to operate, we may be able to issue you with a quotation to complete that work which will be an additional charge. If the work is outside our area of competence, we will try to assist you in finding a suitably qualified contractor to carry out the work and you will be responsible for meeting this additional cost. If this unexpected work causes a delay in the installation process, we may need to make reasonable charges for this delay.

Payments

No payments shall be deemed received until Quantum has received cleared funds in Sterling in its nominated bank account.

Our quotation will specify if the price includes or excludes VAT. Our invoice will charge VAT calculated using the appropriate rate.

Deposits and Advance Payments

Any deposits and advance payments that you make to us will only be used to carry out work under this contract. Our prices are based on payment terms as indicated in the quotation and no allowance has been made for retentions.

If we have requested a deposit before an onsite technical assessment of your property has been made and we are unable to proceed because of something discovered during that onsite technical inspection, then any deposits or advance payments will be returned less any costs incurred.

The quotation will set out in detail when invoices will be sent for each payment. Any invoice queries must be reported to Customer Services email: customerservice@thequantumgroup.uk.com or tel: 01708 528 240) within 7 days of receipt of the invoice.

Late Payment

You should make the payments agreed on the quotation as they become due. If you fail to make any agreed payment, we may cease work. If you fail to pay the amount specified in an invoice sent to you by the agreed due date, then we reserve the right to charge you interest until you pay the amount due together with any debt recovery expenses. The interest rate we will charge will be 3% above the Bank of England base rate.

It is not permissible under this contract to withhold any more than a proportionate amount of the outstanding balance for any alleged defect or any uncompleted work which is outside of our control. If you do withhold any amount after a payment has become due, you should give us notice of your intention before the date on which payment is due. You should also, with that notice, state the reasons for withholding payment.

If we intend to cease work, we will give you notice of this in writing. If you are in breach of this contract because you have not made a payment that was due to us and we have ceased work as a result of this, you may have to compensate us for any additional costs we have incurred.

Dependent on the circumstances, we may require that the goods are returned to us. If necessary, we will take legal proceedings to recover the goods and/or any outstanding amounts due to us.

Delivery of Equipment

Our quotation is inclusive of all delivery charges within the UK Monday to Friday 8am to 5pm unless otherwise stated. Deliveries outside of the UK, or these times, may be subject to additional charges.

Information on the time and/or window for delivery of the goods is indicated in our confirmation email to you. Unless you and we agree otherwise, if we cannot deliver your goods within 30 days of the date of our confirmation email, we will let you know.

You must ensure that the location is suitably prepared for delivery and to take receipt of the goods. We reserve the right to refuse to deliver it, if in our reasonable opinion it is not safe or possible to do so.

If we attempt delivery on the scheduled date but are unable to deliver the equipment for any reason which is not our fault, including but not limited to: a) access restrictions which have not been notified to us; or b) neither you or your nominated representative is present; or c) the location is not suitably prepared for delivery; or d) we believe, acting responsibly, that delivery would result in irreparable damage to property, damage to the products, or injury to our staff or other persons; or e) you refuse to accept delivery for any reason other than the failure of the product to comply with the quotation then we will return the products to our premises and we reserve the right to charge you a reasonable fee to cover the additional delivery and storage costs that we incur. In this event we shall agree a revised delivery date with you.

Delivery will be completed when the equipment has been delivered and unloaded at the location or when you collect the equipment from us. Risk of damage to or loss of the goods shall pass to you on delivery. If at the time of the delivery to you, the external packaging of the goods is damaged, and you suspect that the goods are also likely to

be damaged, you should not accept the delivery and request that the carrier return it to us. If you accept a delivery where the packaging is damaged you must inform the carrier and us in writing of the damaged packaging as you sign for delivery and take a photo of the damage prior to unwrapping the goods.

We do not include for any liquidated damages against any delivery dates indicated on the basis that equipment delivery dates are outside of our control.

If you are returning faulty goods and claiming a refund, your statutory rights apply. These include consumer rights under the Consumer Rights Act 2015 to reject goods and claim a refund. You can find out more about your statutory rights by visiting www.citizensadvice.org.uk or call 0808 223 1133.

Goods Belonging to Us

Any goods belonging to us that have been delivered to you should remain clearly identifiable as our property. Title will only pass to you once goods have been paid for in full. Until the title to the goods is transferred to you, the goods should be stored in such a way to protect them from damage. They should be kept in their original packaging. Should you fear for the safety of the goods in any way, or you feel that the goods are causing any form of hazard you should contact us.

Should any undamaged items need to be returned to us, please contact us to authorise the return. Any authorised returned items must be in the original packaging and in the 'as sold' condition and will be subject to a 25% restocking charge based on our list price.

Should you terminate the contract for any reason, then we will make arrangements with you to collect the goods whereby you will grant Quantum an irrevocable license to enter the premises where the goods are stored to recover them. If this happens then we will reimburse you if any of your money was used to purchase a proportion of the goods. If you do not make adequate and reasonable arrangements with us to allow the goods to be collected, we retain the right to take legal proceedings to recover the goods or their value. The amount of any reimbursement may be reduced by any reasonable costs we may have incurred.

Commissioning the System

If we are carrying out the installation, we will commission the system according to installation standards to ensure that the system is safe, has been installed in accordance with manufacturer's requirements, and is operating in accordance with the system design.

Following the testing and commissioning of the system, we will provide you with a Handover Pack containing information about the equipment and explain the operation and maintenance requirements of the system. At this time, we will also demonstrate the safe operation of the system.

After Sales Support and Planned Preventative Maintenance

If, after handover, the system does not appear to be operating correctly, please refer to the operating instructions. If you are still in doubt as to any aspects of the systems operation, please contact us.

As per the manufacturers' recommendations, it is recommended that the equipment is serviced on a regular basis to ensure optimum efficiency and running costs and will help the life expectancy of the equipment. We will contact you to discuss your various options regarding a Planned Preventative Maintenance agreement.

Intellectual Property

You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in the products and services provided under this contract. Except as expressly stated herein, we do not grant, transfer or assign to you any rights, title or interest, including any Intellectual Property Rights, of whatever nature in the products and services and no Intellectual Property Rights are transferred or licensed as a result of this contract.

To the extent that you or any person acting on your behalf acquires any Intellectual Property Rights in any part of the products or services, you shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to us or such third party as we may elect. You shall execute all such documents and do such things as we may consider necessary to give effect to this clause.

In this clause, 'Intellectual Property Rights' means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade-marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights.

Data Protection

We will keep and use information in accordance with data protection legislation. To review our full Privacy Policy, please refer to our website: [Home | Quantum Group\(thequantumgroup.uk.com\)](https://www.thequantumgroup.uk.com).

Insurance

We have insurances in place which will cover any loss or damage caused by us or our agents.

Quantum holds public and products liability cover of £10,000,000 for any one occurrence and professional indemnity (design cover of £3,000,000 for any one occurrence). Any increase in cover required, will be charged separately and in addition to the contract.

Warranty

You will be given warranties for both the installation itself and for the installed goods, where applicable.

Your equipment is guaranteed by its manufacturer. Your workmanship and product warranties will be specified in the Handover Pack which will be provided upon completion of the installation. The Handover Pack will also tell you how to make a claim under the guarantee.

Any warranty will be invalidated if the installation is subjected to misuse or damage, accidental or otherwise, after the handover has been completed.

The warranties we give are in addition to your statutory rights under the Consumer Rights Act 2015 and other legislation which will continue to apply. You can find out more about your statutory rights by visiting www.citizensadvice.org.uk or call 0808 223 1133.

Complaints

We hope you won't have any reason to complain about any aspect of our service, but if you do, please contact us as follows.

Tel: 01708 528240

Email

customerservice@thequantumgroup.uk.com

Address:

If we cannot resolve your complaint, you may be able to complain to Renewable Energy Consumer Code. You can read about this here: <http://www.recc.org.uk/consumers/how-to-complain>

Details of our complaints procedure will be made available upon request.

Confidentiality

You will keep confidential all confidential information of ours and shall only use the same as required to perform or receive the benefit of this contract. The provisions of this clause shall not apply to (a) any information which was in the public domain at the date of the contract; (b) any information which comes into the public domain subsequently other than as a consequence of any breach of the contract or any related agreement; (c) any information which is independently developed by you without using information supplied by us; or (d) any disclosure required by law or a regulatory authority or otherwise by the provisions of the contract. This clause shall remain in force indefinitely from the date of the contract. You shall not make any public announcement or disclose any information regarding the contract, except to the extent required by law or regulatory authority.

Liability

To the extent not prohibited by law, we accept no liability for any loss or damage which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, business interruption, loss of business or opportunity and other similar losses).

We accept liability for death or personal injury caused by our negligence and responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

Nothing in this section or elsewhere in our Contract of Sale affects your statutory legal rights.

Miscellaneous

We shall not be liable to you or deemed to be in breach of this Contract of Sale if the delay or failure was due to any cause beyond our reasonable control.

If any part of this Contract of Sale shall be found to be invalid or unenforceable such invalidity or unenforceability shall not affect the other parts of this Contract of Sale which shall remain in full force and effect.

You and we agree that English law applies to this contract and that any dispute between us arising out of or in connection with this contract will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there.

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

This agreement may only be varied by the written agreement of the parties.

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this contract, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

Neither of us may assign this contract without the written consent of the other person, such consent not to be unreasonably withheld.

Additional Terms for training courses

These additional terms apply in respect of a training course booked with us.

Payment Terms

All courses must be paid for in advance prior to the course start date or distribution of any course material. Payments can be made by BACS or credit/debit card. Payment by credit/debit card can be taken via telephone or online.

Rescheduling and Amendments to Courses

More than 14 days in advance of the course start date, there will be no charge to reschedule.

Less than 14 days in advance of the course start date, there will be a charge of 50% of the course fee (this is calculated per learner in the event of multiple bookings). An invoice for the rescheduling fee will be issued and payable in full prior to the start of the rescheduled course together with any outstanding amounts.

If a substitute learner is required there will be an administration charge as shown in our most recent pricing schedule.

Cancellation Charges and Refunds

All cancellations must be notified via email in writing to training@thequantumgroup.uk.com.

After the expiry of the cancellation period (as defined above under the paragraph headed 'Your Right to Cancel or Amend'), any cancellation charges and amounts reimbursed will be calculated on the following basis:

| Calendar days' notice prior to course start date | Cancellation charges and amounts reimbursed |
|--|---|
| More than 28 | 100% refund, 0% of the course fee charge |
| Between 22 and 28 | 80% refund, 20% of the course fee charge |
| Between 14 and 21 | 50% refund, 50% of the course fee charge |
| Less than 14 | 0% refund, 100% of the course fee charge |

In the event of non-attendance, there will be no refund of any prepayment and the full balance will remain due. Candidates who do not pass the course will not receive a refund of the course fees.

We reserve the right to cancel a course at any time, but we will endeavour to give learners as much notice as possible. Learners will be offered an alternative course date, credit or full refund.

Subject to your statutory rights, you will not be able to cancel your course if you have accessed any aspect of your training or assessment and no or part refund will be given.

Re-sits

Please note that if the required level of competency is not achieved in either the practical or theory assessment, it may be necessary for learners to re-sit the sections in which they have been unsuccessful. A re-sit must be completed within 90 calendar days of the initial assessment and within 30 calendar days of any subsequent re-assessment. The re-sit fee is as shown in our most recent pricing schedule.

Any requirement for additional training will be arranged under a separate engagement, please contact us to discuss options at training@thequantumgroup.uk.com or call us on 01708 948 701.

Unacceptable Behaviour

The consumption of alcohol or drugs within our centres is prohibited. We reserve the right to remove any candidate from a course if their behaviour towards other candidates or staff is unacceptable and disruptive to the course.

Photographic and Sound Recording Equipment

Please note that the use of photographic and sound recording equipment is strictly prohibited within any part of the premises where the course is delivered. Any candidate found to be using this type of equipment during their training and / or assessment may be asked to leave their course with no refund of any prepayment.

Privacy Policy

At Quantum, we prioritize the security and privacy of data. We want to advise how personal information is processed in accordance with our privacy policy. Please let us know if any information that we hold about you is incorrect.

As part of our commitment to transparency, please review our privacy policy which is available on our website (www.thequantumgroup.uk.com) to understand the details of how we collect, use and protect your data. Our privacy policy outlines the following:

Information about Quantum Group and our privacy policy

The data we collect about you.

How your personal data is collected.

Which lawful bases we rely on to process your personal data

Purposes for which we will use your personal data.

Data security

Data retention

Your legal rights

Glossary

Annexes

By continuing to use our services, you acknowledge that you have read and understood our privacy policy. If you have any questions or concerns, please do not hesitate to contact us:

Post: Unit 8, Easter Industrial Place, Ferry Lane, Rainham, Essex, RM13 9BP

Email: customerservice@thequantumgroup.uk.com

Telephone: 01708 528 240

Model cancellation form

To Quantum Group Renewables LLP, 8 Easter Industrial Park, Ferry Lane, Rainham, Essex RM13 9BP, customerservice@thequantumgroup.uk.com.

I/We* hereby give notice that I/We* cancel my/our* contract for the sale of the following goods*/for the supply of the following service*,
Ordered on*/received on*,
Name of consumer(s),
Address of consumer(s),
Signature of consumer(s) (only if this form is notified on paper),
Date

*Delete as appropriate