



## TERMS AND CONDITIONS OF SALE

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1. "The Company" refers to Pogo Energy Systems Ltd, registered address is Shepperton Marina, Felix Lane, Shepperton, TW17 8NS. Operating address is School Lane, Woodhouse, Loughborough, Leicestershire, LE12 8UJ.
2. This agreement contains the only terms and conditions between the Company and the Purchaser, unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated incorporated or referred to by the intending Purchaser whether in the order or in negotiations. All guarantees warranties or conditions (including purpose) whether expressed or implied by the statute common law or otherwise are so far as the law permits excluded and hereby negated.
3. Dimensions, weights, volumes, outputs and descriptions of the goods/services stated on any offer or acceptance are approximate only and not binding to details.
4. With respect to on-site services, the Purchaser agrees that the duly authorised servants and agents of the Company shall have access to the installation address at reasonable times for the purpose of carrying out a detailed survey and completion of the installation/services.
5. Whilst the Company make every endeavour to install the products or provide services in the date or within the period arranged with the Purchaser, the Company shall in the event of unforeseen circumstances (including weather, strikes, lockouts and non-availability of materials) be entitled to make later installation and such later installation shall be accepted by the Purchaser. The Company shall in any event not be responsible for any loss whatsoever arising from or consequential upon delay in installation. Further, the time for such delivery and installation shall not be of the essence of this agreement.
6. The Company shall not be bound by any statement as to price, fitness for purpose required, delivery, specification or any other terms given by its employees or authorised agents unless confirmed in writing by the Company.
7. Any estimates, prices and quotations are given in good faith but errors & omissions are excluded and may incur an additional charge.
8. Unless otherwise agreed in writing by the Company the terms of payment shall be cash/cheque/electronic transfer with order.
9. Terms of payment as agreed shall be strictly observed by the intended Purchaser and the time for payment shall be of the essence. Any warranty or guarantee given by the Company is subject to the terms of payment and all the intended Purchaser's other obligations being observed.
10. The Company reserves the right to charge interest at the rate of 2% per month on a daily basis on any sum outstanding from the date when the same becomes due until the date of actual payment.
11. Notwithstanding that credit may have been given for the payment of the prices of the goods it is hereby agreed as follows:-
  - a. The goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the intended Purchaser shall have paid to the Company the agreed price together with the full price of any goods which are the subject of any other contract with the Company.
  - b. The intended Purchaser shall keep the goods insured for their full replacement value against loss or damage with a reputable insurance Company.
  - c. Until such time as the intending Purchaser becomes the owner of the goods he will retain them on his premises in a manner which makes them readily identifiable as the goods of the seller.
12. The Purchaser is deemed to have inspected goods/services on delivery or installation as appropriate.
  - a. Where goods were delivered to site by a third party carrier the Purchaser must not sign for damaged goods. Any damage subsequently discovered must be reported in writing within 2 days of delivery.
  - b. Where goods are installed the Purchaser should inspect the installation at each phase of completion. Any visible damage should be reported to the Company in writing within 7 days of the Company completing this phase of the project.
  - c. If the notification is not received within the above time scales then the Purchaser will be deemed to have accepted the goods in their visible condition at the time of delivery or installation and could be liable for any rectification costs.
  - d. This clause does not affect warranty claims associated with functionality of the system and/or products.
13. The Company reserves the right and absolute discretion and without explanation to cancel the order prior to the commencement of any works in which event this Agreement shall become null and void.



14. The Company reserves the right to cancel the order prior to the commencement of any works in the event of any adverse survey on the Customers property or any refusal of planning consent or building regulations approval thereby rendering the carrying out of any works hereby agreed to be provided unsuitable or illegal. Such decision as to the unsuitability or illegality being solely that of the Company and in the Company's absolute discretion.
15. Subject to the statutory rights contained in the Consumer Credit Act 1974 no order may be cancelled by the intending Purchaser without the written consent of the Company. Any agreed cancellation may be subject to reasonable cancellation charges, the standard cancellation charge is 25% of order value.
16. All reasonable care will be taken by the Company during installation. The Company shall not be responsible for any damage resulting from the structural or other defects in the property. Any repair works carried out by the Company will be at the Companies absolute discretion. Visible damage claimed by the Purchaser under this Agreement must be notified to the Company in writing within seven days of the completion of the contract works failing which the Company shall not be in any way liable.
17. No variations in respect to these conditions shall be accepted unless confirmed in writing by the Company within 30 days of the date thereof and all transactions shall be deemed to be carried out in accordance with the terms herein specified.
18. The terms of condition shall not be construed so as to affect the statutory or common laws rights of the Purchaser.
19. The customer has a right to a seven day cooling off period after signing any agreement with the Company.
20. The Company reserves the right to photograph or video installation work and to use such media in online and printed promotional materials including the customer's name, unless the customer has requested otherwise in writing.
21. It is assumed that the existing electrical infrastructure has sufficient spare capacity and available ways for the AC termination of the system. Any required upgrades or modifications to meet these conditions are the responsibility of the customer and are not be included in the quoted price.