

STUART ENERGY STANDARD TERMS AND CONDITIONS

These terms and conditions (T&Cs) are the terms on which we, **Stuart Energy Limited** (company number 10217726), supply power generators (**Generators**) and provide installation services (**Installation Services**). We do not sell to consumers and you will not benefit from consumer rights legislation. Save where expressly stated otherwise, these T&Cs supersede all other terms and conditions and apply to the exclusion of any terms you may seek to impose or incorporate or which may be implied by trade, custom, practice or course of dealing. You hereby waive all rights you have to rely on the same. In these T&Cs, we refer to the legal entity purchasing, or seeking to purchase, Generators and/or Installation Services from us as **you** or **your**. We refer to ourselves as **Stuart Energy, we, us or our**. The word **"including"** shall be deemed to be followed by the words **"without limitation"**.

1 Orders

1.1 If you wish to purchase any Generators and/or Installation Services, please contact us at [mks@stuartenergy.co.uk] or on [01695 213 333] or write to us at [Stuart Energy Limited, Unit 5, M58 Distribution Centre, Gillibrands Road, Skelmersdale, Lancashire, WN8 9TB] to request a quote and/or place an order (**Order**). Any quotations issued by us do not constitute an offer to supply. A quotation shall only be valid for a period of 30 days from its date of issue.

1.2 Each Order constitutes an offer by you to purchase Generators and/or Installation Services in accordance with these T&Cs. You are responsible for: (a) ensuring the accuracy of the terms of each Order; (b) ensuring the Generators you wish to purchase are fit for your intended purpose; and (c) providing us with sufficient information to enable us to fulfil your Order in accordance with these T&Cs. Your quotation number (if any) should be referenced when placing your Order.

1.3 We reserve the right to reject any Order in our sole discretion. Each Order shall only be deemed to be accepted by us once expressly confirmed in writing or, if earlier, upon us supplying the Generators or Installation Services (as applicable). Upon acceptance of an Order by us, we shall issue and sign a written order confirmation (detailing the commercial terms agreed) (the **Order Confirmation**) and a contract shall be formed incorporating such Order Confirmation and these T&Cs (together a **Contract**). The date of signature of the Order Confirmation by us shall be the **Contract Date**. The Order Confirmation shall take precedence over these T&Cs.

1.4 Any samples, specifications, illustrations, drawings, technical details, particulars of weights, dimensions, capacity, descriptions, advertising materials and other details provided by us (whether on our website, in our catalogues or brochures or otherwise) are produced for the sole purpose of giving an approximate idea of the Generators and/or Installation Services referred to in them. Whilst we make every effort to ensure the accuracy of such information, we accept no liability whatsoever for any errors or omissions. We reserve the right to make changes to, and to discontinue any, Generators or Installation Services at any time without notice at our sole discretion. Save as expressly set out in these T&Cs, such literature shall not form part of any contract between us and you nor have any other contractual force. This is not a sale by sample.

1.5 A specification for the applicable model of Generator under Order is available from us upon request (**Specification**). We reserve the right to amend the Specification from time to time, including after a Contract has been agreed if such changes are required by applicable law. The Generators will be tested for compliance with the Specification by the manufacturer prior to delivery and shall be delivered with a factory acceptance testing certificate (**FAT**) to confirm compliance.

2 Price and payment

2.1 The price payable for the Generators and/or Installation Services shall be set out in the Order Confirmation (the **Price**). If no Price is stated, the price shall be that set out in our standard price list as at the Contract Date.

2.2 Unless otherwise agreed in writing, the Price is exclusive of value added tax and any other applicable taxes, duties and levies. Such amounts shall be invoiced to and payable by you.

2.3 We reserve the right to increase the Price, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Generators and/or supply of Installation Services that is due to: (i) any factor beyond our reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (ii) any request by you to change the delivery date(s), quantities or types of Generators and/or Installation Services ordered, or the Specification; (iii) any delay caused by your instructions or failure to give us adequate or accurate information, instructions or access; or (iv) any increase to our standard price list where this determines the Price.

2.4 Unless stated otherwise on the Order Confirmation, the Price shall be payable in full in advance of delivery of the Generators or provision of the Installation Services and we may invoice you at any time on or after the Contract Date. Payment shall be due upon receipt of an invoice and shall be made to the bank account nominated in writing by us. Time for payment is of the essence.

2.5 Without limiting the other rights and remedies we may have, where you fail to pay an invoice in accordance with these T&Cs or where we have the right to cancel a Contract or are otherwise concerned about your financial stability, we reserve the right to: (a) demand immediate payment of all outstanding amounts owed to us; (b) suspend further deliveries and provision of services until full payment has been received; (c) reduce or withdraw payment and credit options and early settlement discounts; and/or (d) charge interest payable by you on overdue amount both before and after any court judgment at the rate of 8% above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. You shall pay the interest together with the overdue amount.

2.6 You shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). If any such withholding or deduction is required, you shall pay us such additional amount as will ensure that we receive the same total amount that we would have received if no such withholding or deduction had been required.

3 Delivery of Generators

3.1 Unless otherwise stated in the Order Confirmation, delivery of the Generators shall be Ex-Works (EXW, Incoterms 2020) at our place of business in the UK.

3.2 The dates for delivery (including time of delivery) shall be an estimate only and time for delivery shall not be of the essence.

3.3 If you fail to collect the Generators (or accept the delivery of them where this has been agreed) on the delivery date then, except where such failure or delay is caused by our material failure to comply with these T&Cs: (a) delivery of the Generators shall be deemed to have been completed at 9am on the scheduled delivery date; (b) we shall store the Generators until collection (or delivery) takes place and charge you for all related costs and expenses (including insurance); and (c) if actual delivery of the Generators has not been completed within 10 business days of the original delivery date, we shall be entitled to resell or otherwise dispose of the Generators at our sole discretion.

4 Title and risk

4.1 Risk in the Generators shall pass to you upon delivery.

4.2 Notwithstanding delivery, title to the Generators shall not pass to you until the earlier of: (i) receipt of full payment of the Price, in which case title shall pass at the time of payment; (ii) damage to the Generators after risk has passed (such that the Generators are no longer in their original condition); (iii) sale of the Generators by you; or (iv) the date notified to you by us in writing. If sub-clause (ii) or (iii) applies, title shall pass at the time specified in clause 4.4.

4.3 Until title to the Generators passes to you, you must: (a) store the Generators separately and mark or identify the Generators as belonging to Stuart Energy; (b) not encumber, charge or grant security over such Generators; (c) notify us immediately if you become insolvent or bankrupt or enter into a receivership, administration, liquidation or a composition, compromise or an arrangement to reschedule or restructure your indebtedness; if you suspend or cease, or threaten to suspend or cease, carrying on your business (or any part of it) or payment of your debts or if you are unable to pay your debts as they fall due; if a resolution is made in connection with your winding up or dissolution; if you obtain a moratorium; if you have an administrator, receiver, liquidator or manager appointed over the whole or a substantial part, of your undertaking or assets; or any steps are taken in preparation for the foregoing (whether voluntary or otherwise); or any event occurs in any jurisdiction to which you are subject (including the UK) that has an effect equivalent or similar to any of the above (together an **Insolvency Event**); (d) provide such information relating to the Generators as we may require from time to time; (e) at our request, deliver up all Generators in your possession; and (f) permit us, and grant us an irrevocable licence, to enter any premises where the Generators are stored (at any time and without notice) to inspect and/or repossess the Generators.

4.4 Subject to clause 4.5, you may use the Generators in the ordinary course of business before

title passes; however, if you damage or sell the Generators: (i) you shall act as principal and not as our agent; and (ii) title to the relevant Generators shall pass to you immediately before such damage or sale.

4.5 If before title passes to you, you become subject to an Insolvency Event, without limiting any other right or remedy, your right to use or sell the Generators in the ordinary course of business ceases immediately and we may at any time: (i) require you to deliver up all Generators in your possession; and (ii) enter any premises where the Generators are stored and recover them.

5 Supply of Installation Services

5.1 Where we have agreed to supply Installation Services pursuant to a Contract, we shall supply such Installation Services at an agreed location in the UK using reasonable care and skill.

5.2 We shall use reasonable endeavours to meet any performance dates for the Installation Services specified in Order Confirmation, but such dates shall be an estimate only and time shall not be of the essence for performance of the Installation Services.

5.3 We shall have the right to make any changes to the Installation Services which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Installation Services.

6 Warranties

6.1 Where we are legally able to do so, we shall transfer to you the benefit of any manufacturer's warranty we obtain in respect of any Generators we supply to you (**OEM Warranty**).

6.2 Where you have purchased Installation Services, we shall supply the Installation Services using reasonable care and skill (**Services Warranty**).

6.3 We offer no other warranty in respect of the supply of Generators and/or Installation Services whatsoever (and exclude any warranty, term or condition that would otherwise be implied by virtue of the Sale of Goods Act 1979 or otherwise).

6.4 If upon delivery or during the applicable warranty period offered by the original manufacturer, the Generators do not comply with the OEM Warranty, we shall liaise with the relevant manufacturer to obtain a repair or replacement (in accordance with the terms of the OEM Warranty) on your behalf, provided: (i) you notify us in writing within seven days of delivery of the Generators (where the defect should have been apparent on inspection) or within seven days of discovery of a latent defect (such notification being received within in the applicable warranty period); (ii) you allow us to inspect the Generators and their storage conditions; and (iii) if requested, you return the Generators to us or the manufacturer.

6.5 If the provision of the Installation Services does not comply with the Services Warranty, we shall re-perform the Installation Services and make good any related damage directly caused to the Generators by us, provided you notify us in writing within seven days of the provision of the Installation Services and grant us access to your premises to re-perform the Installation Services.

6.6 The remedies in clauses 6.4 and 6.5 shall be the sole and exclusive remedy for defective Generators and Installation Services and we shall have no further liability whatsoever for any defects or failure to correspond to a specification or sample or for any injury, damage or loss resulting from such defects or for any other failure to comply with these T&Cs.

6.7 We shall not be liable for any failure to comply with the OEM Warranty and/or Services Warranty if: (a) you make any further use of the Generators after noticing the defect; (b) the defect arises because you failed to follow our written instructions as to the storage, installation, use or maintenance of the Generators; (c) the defect arises as a result of us following any specification, design or instructions supplied by you; (d) you alter or repair the Generators or tamper with their installation without our prior written consent; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or (f) the defect arises because you have added additional items onto or incorporated additional items within the Generators; (g) the Generators or Installation Services differ from their description as a result of changes made to ensure they comply with applicable law.

7 Liability

7.1 Nothing in these T&Cs shall limit or exclude liability for fraud, fraudulent misrepresentation, death or personal injury or which otherwise cannot be excluded by law.

7.2 Subject to clause 7.1: (a) under no circumstances whatsoever shall we be liable to you whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether negligent or innocent), restitution or otherwise, for any loss of profit, loss of production, loss of reputation or goodwill, loss of business or loss of opportunity and/or for any indirect or consequential loss, incidental, special or punitive damages arising under or in connection with the Contract; and (b) our total liability to you in aggregate for all claims arising out of or in connection with a Contract, whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, restitution or otherwise shall be limited to the Price paid under the relevant Contract.

8 Termination

8.1 Without prejudice to any other right or remedy, we shall be entitled to terminate a Contract and/or cancel an Order immediately upon written notice, without liability, if: (i) commit a breach of these T&Cs and (if remediable) you fail to remedy such breach within ten days of being notified in writing to do so; or (ii) you become subject to or suffer an Insolvency Event.

8.2 Upon termination or cancellation, clauses which expressly or by implication survive termination or cancellation shall continue in full force and effect.

9 Force majeure

We shall not be in breach of a Contract or otherwise liable for any delay in performing or failure to perform any of our obligations due to any event beyond our reasonable control, including interruption or failure of a utility service or transport network (including international shopping routes); act of God, flood, drought, earthquake, storm or other adverse weather conditions or natural disaster; epidemic or pandemic; war or armed conflict, terrorist attack, riot or civil unrest; nuclear, chemical or biological contamination; sonic boom; malicious damage; governmental action or intervention, including a lockdown or import/export restrictions; Royal demise; change in or compliance with applicable law; breakdown of plant, machinery, computers or means of transportation; collapse of buildings, fire, explosion or accident; restrictions on energy supply; labour or trade disputes, strikes, industrial action or lockout; non-granted permission; and/or non-performance by suppliers or subcontractors.

10 Confidentiality and Intellectual Property

10.1 Each party shall keep all information which it has obtained from the other party in connection with the Contract confidential (including the Price and other commercial terms). This confidentiality obligation shall not apply to information that: (i) is required to be disclosed by law, court order or any governmental or regulatory authority; (ii) is already known to the receiving party at the time of disclosure by the disclosing party; or (iii) is or becomes generally available to the public other than through any act or omission of the receiving party in breach of a Contract.

10.2 All intellectual property rights subsisting in and/or relating to the Generators, Installation Services and/or the Stuart Energy business shall be owned by us or our licensors, as applicable. Any use of Stuart Energy's intellectual property rights is subject to our prior written permission.

11 General

11.1 If any provision or part-provision of a Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification shall not affect the validity and enforceability of the rest of the Contract.

11.2 No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

11.3 We may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of our rights or obligations under a Contract. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of your rights or obligations under a Contract without our prior written consent.

11.4 These T&Cs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these T&Cs. A person who is not a party to a Contract shall have no rights under it.

12 Governing law and jurisdiction

The Contract and any dispute or claim (including disputes or claims relating to non-contractual obligations) arising out of or in connection with it, its subject matter or formation shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any

dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract, its subject matter or formation.

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