



Terms & Conditions:

Interpretation

Definitions:

'the Company' means Lumisol LTD.

'the Customer' means the person(s) who is receiving and/or purchasing the Service.

'the Service' means the works carried out and, if applicable, the System installed as specified in the quotation.

'the System' means any electrical equipment and/or electronic equipment installed as specified in the quotation.

'the Premises' means the building into which the Service is carried out.

1 Services

The Company will provide the Customer with the agreed services in accordance with these Terms. Any additional services provided by the Company in the future will be provided also on these Terms. The number of the Company's personnel assigned and the time for performance of the services are estimates only, although the Company will use all reasonable efforts to meet these estimates.

2 Payment Terms

Unless agreed otherwise, the Customer will be invoiced for the services on a monthly basis with payments being due within fourteen (14) days after the date of invoice. Payments not received when due will accrue interest at the maximum interest rate permitted by law until paid.

On jobs where the final cost is less than £200, payment is due on completion.

Unless agreed otherwise, deposits are required on every job where the materials equate to more than £500. Between £500 & £2000, a deposit of 50% of total price of job will be payable Before work can commence. Over £2000 of Materials The total cost of materials will be payable before work can commence. This can be split into First fix and Second fix of job if required.

Agreed Monthly payments are to be paid on the first day of each month. Failure to make two consecutive payments will result in the contract being terminated.

We can claim EVHS & WCS grants for the installation of electric vehicle charge points. The grants are applied for and claimed after the installation has taken place. If the application for the grant gets rejected because of inaccurate or lack of information provided, be it the fault of the Customer or the Company, or failure to provide the information

required, the Customer will be liable to pay the grant deduction to the Company.

Any equipment to be hired, i.e. access equipment or any other large cost out of the Companies control will be paid for in advance by the Customer in full before the 1st day of work.

3 Term

These terms shall become effective upon the date which the Company commenced the performance of services and/or deliverables and will remain in effect until the services are completed and the Customer has paid all amounts due.

4 Intellectual Property

None of the Company's intellectual property will be granted to the Customer. The Company will retain an exclusive right, title and interest in all intellectual property, to include but is not limited to electrical design, know-how, drawings and any other material.

5 Warranty

The Company warrants that the services will be performed in a professional manner using all due care and skill and according to applicable industry standards, specifically, based on the information the Customer provides to the Company. This warranty specifically excludes issues caused as a result of incorrect data, materials or incorrect procedures used or provided by the Customer or a third party, or defects which are outside the reasonable control of the Company.

THE COMPANY MAKES NO WARRANTIES EXCEPT AS STATED IN THIS SECTION. THE COMPANY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES AND ANY DELIVERABLES PROVIDED BY THE COMPANY TO THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT ANY SERVICES OR DELIVERABLES ARE WITHOUT DEFECT OR ERROR OR WILL SATISFY THE CUSTOMER'S REQUIREMENTS.

For Solar PV installations the "Installer Warranty" document should be referred to and will take precedence over the above warranty information.

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6 After Care

- (a) If agreed, the Company shall service and maintain the System in accordance with the relevant British Standard and/or manufacturer's instructions for maintenance and shall issue an inspection certificate to the Customer detailing the condition of the System after each visit for the period of the maintenance contract
- (b) If agreed, The Company shall provide maintenance and emergency 24/7 telephone & remote support for the period of the maintenance contract.

7 Limitation of Liability

Direct damages. Except for death or personal injury caused by the negligence or willful default of the Company, the liability of the Company for direct damages arising out of the provision or default of provision of the services or other deliverables will be limited to 1.5 times the fees paid by the Customer.

Indirect damages. In no event shall the Company be liable for any indirect, special, incidental, or consequential damages (including, but not limited to, damages for interruption of business, loss of business, loss of profits, loss of data, data corruption or interference with data) arising out of the provision or default of provision of the services or other deliverables, even if the Company has been advised of the possibility of such damages.

Necessary damages. If any necessary damage is to be caused by the Company (including but not limited to walls & ceilings), it is the Customer's responsibility to fix and redecorate.

Minor unavoidable damages. Minor unavoidable damage caused by the Company will be made good with a single coat of filler. It is the Customer's responsibly to decorate afterwards.

Security Systems. If intruder alarm systems installed by the Company are an insurance requirement the Customer must make the Company aware of the specification the insurance company require and the reason. The Company are not NSI or SSAIB accredited so written confirmation must be obtained that they approve for the Company to maintain the System. If the insurance company require an accredited contractor to maintain the System the Company can recommend an accredited security company for this.

Solar PV and Battery Storage. The Company are not certified to MIS3012 for battery storage systems.

It is the responsibly of the Customer to obtain planning permission prior to the installation of solar PV if it is required. The Company will not be held liable if the system must be removed because of the lack of planning permission and the costs incurred for removal will be chargeable.

The Company will notify building control of any alterations to the electrical installation as part of the solar PV installation and also of the solar PV installation.

Roofs may be fragile, and the condition of roofs cannot always be determined during a survey. The Company will not be held liable to accidental damage to roofs during solar PV

installations. If a roof is found to be fragile or in a bad condition, work will be halted and the Company will consult with the Customer on the best course of action going forward.

Electrical Installation Condition Reports. Electrical installation condition reports can be an invasive process and on older installations where wiring is degraded, more problems can be created as a result of the inspection. If this is the case, work will be halted to discussed options going forward. The Company will not be held liable for unavoidable issues caused during an inspection.

8 Termination

Failure by either party to comply with any term or condition stated herein shall entitle the other party to terminate the provision and performance of services and/or deliverables. In case of termination for any reason, the Company will still be entitled for payment for all services rendered until termination.

9 Confidentiality

With respect to any confidential information that may be disclosed by either party to the other, the recipient agrees to exercise reasonable care to protect the discloser's confidential information from unauthorized disclosure, which care shall in no event be less than the recipient gives to protect its own trade secrets.

10 Customer Obligations

The Customer shall throughout the Contract Period: -

(a) afford the Company, its servants, or agents full and free access to the premises on weekdays during normal working hours, and at other times if the circumstances so require, to enable the Company to perform its responsibilities hereunder.

(b) notify the Company forthwith in writing upon agreeing to dispose of the Premises or any part thereof and at the same time inform the Company of the name and address of the person to whom such disposal is to be made.

(c) not adjust, reset, repair, alter or interfere in any way with the System or any part thereof.

(d) use and operate the System with reasonable care to insure its proper and efficient operation.



(e) notify the Company by telephone confirming such notification by letter of any defect appearing in the System or of any repairs which appear to be necessary and permit the Company to take such steps as the Company thinks fit to remedy such defects or make such repair.

(f) pay for the cost of any work to be carried out to the System due to damage by fire, storm, tempest, flood, riot and civil disturbance, break-in, attempted break-in, terrorist related, accident, nuisance, mistreatment of the System or persistent accidental operation.

(g) immediately notify the Company by telephone confirming such notification by letter of any proposed structural alteration to the Premises or of any modification of the telephone installation affecting the System.

(f) the Customer will provide reasonable toilet facilities for engineers to use for cleaning their hands etc.

11 GENERAL PROVISIONS

Force Majeure. Neither party will be liable to the other because of any delay or failure of performance, if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of such party.

Jurisdiction. The performance of services and/or deliverables by the Company will be governed by the law of England, with the exclusive jurisdiction of the English courts.

Entire Agreement. These terms set forth the entire agreement and understanding between the parties and prevail over all prior discussions and agreements between the parties.

By agreeing to the quotation(s) provided, you agree to these terms and conditions in full.