

TERMS & CONDITIONS OF QUOTATION/SALE

1. DEFINITIONS

- a. The "Company" means Quiet Revolution Limited, a company registered in England under Company Number 5405104, whose registered office is at Unit 23, B&C, Berghem Mews, Blythe Road, London W14 0HN.
- b. The "Customer" means any person, firm or company specified as such in the quotation or in the order issued by the Company.
- c. The "Goods" or the "Services" shall mean respectively the goods (if any) and the services (if any) specified in the quotation or in the order. The "Services" shall be deemed to include the installation and/or the maintenance of the Goods.

2. QUOTATIONS AND ORDERS

- a. The terms and conditions contained herein supersede and cancel all previous terms and conditions given either verbally or in writing in respect of the sale of the Goods or provision of Services.
- b. Terms and conditions referred to in a Customer's order will not bind the Company in any way whatsoever unless they are specifically incorporated as part of these terms and conditions and duly signed by an authorized representative of the Company.
- c. The quotation shall remain open for acceptance in writing for a period of thirty days from the date of the quotation after which a new quotation will be necessary.

3. SPECIFICATIONS AND SAFETY

- a. The quantity, quality and description of the Goods and Services shall, subject as provided in these terms and conditions, be as specified in the Company's quotation or order and in any applicable specification as confirmed by the Company. All samples, drawings, description, specifications and advertising issued by the Company or contained in the Company's catalogues, brochures or in any website connected to the Company are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. They do not form part of the order and this is not a sale by sample.
- b. The Company reserves the right to make any changes in the specification of the Goods and/or Services which are required to confirm with any applicable legal or regulatory requirements (including but not limited to safety requirements) or which do not materially affect their quality or performance.
- c. The Company will comply with all applicable requirements in the production, manufacturing, packaging and delivery of the Goods and provision of the Services, and all current health & safety requirements.

4. PRICE

- a. The Customer shall pay the Company in full the price stated in the quotation or in the order as confirmed by the Company. All prices are Ex-Works, unless otherwise stated, and exclusive of any applicable value added tax (VAT).
- b. All prices in the quotation or in the order are based upon the current cost of the Goods, labour and equipment used as required. However, the Company reserves the right to increase the price of the Goods and/or Services to cover:
 - any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as without limitation any foreign exchange, fluctuation,

currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture);

- any change in delivery dates, quantities or specification of the Goods and Services which are requested by the Customer;
- any delay caused by any instruction of the Customer or failure of the Customer to give the Company adequate information or instructions;
- the costs of additional work carried out by the Company to be able to perform the Services.

5. PAYMENT TERMS

- a. For the provision of manufactured Goods, the Company will not regard its quotation or order as having been accepted and the Goods as reserved until it receives with acceptance a deposit of 30% (20% for sale pending planning approval with a further 10% on planning approval) of the order value. The deposit is considered as non-refundable, and any request for refund will be granted at the Company's sole discretion. The remaining 70% of the order value will become due and payable on the scheduled installation date of the Goods.
- b. For the provision of spares and Services, the Company's standard terms of payment are that full payment is due 30 days from the date of delivery and provision of the spares and Services.
- c. No payment shall be deemed to have been received until the Company has received cleared funds. Payments must be made in UK Pounds Sterling to the Company's nominated bank. Bank account details and swift code for bank transfers will be provided on the Company's invoice. All other costs, charges and/or commissions incurred when payment of the whole or part of the order value is effected are to be borne by the Customer.
- d. Unless otherwise agreed in writing by the Company, the order price for the Goods and Services provided and charges rendered shall be payable in the manner agreed without set off on or before the agreed due date(s). The Company reserves the right to charge interest on any balance outstanding beyond the payment date(s) at the annual rate of 4% above the National Westminster Bank PLC base rate in force from time to time.

6. DELIVERY

- a. Any dates scheduled by the Company for delivery of the Goods and Services are intended to be the Company's then reasonable estimate of the likely date and time for delivery. However, time for delivery of the Goods and Services shall not be of the essence of the order.
- b. For the provision of manufactured Goods, the Company and the Customer shall both on the delivery date provide for a two-hour off loading and inspection period. The Customer shall be required to confirm the quantity and quality of the Goods delivered and shall be entitled to reject any Goods delivered which is not in accordance with the order. Should the Customer not reject the Goods during this period, it will be deemed to have approved and accepted the Goods so delivered.
- c. In cases where the Company is unable to deliver the manufactured Goods on the scheduled delivery date because of the default of the Customer, or if the Customer

has requested a delay in delivery within one month of the scheduled delivery date:

- the Goods shall be deemed to have been delivered on the scheduled delivery date and the risk in the Goods shall pass to the Customer on that date;
 - the Customer shall bear the costs of any subsequent return of the Goods to the Company's premises, if applicable; and
 - the Company shall be entitled to store the Goods at the Customer's risk and expense either at the Company's premises or elsewhere, until subsequent delivery.
- d. If due to default of the Customer, the Goods have not been delivered 2 weeks after they were available for delivery, the Company may advise the Customer that it intends to sell the Goods after another 2 weeks have elapsed. Upon each sale, the proceeds will be applied against the amount owed by the Customer who shall still be liable to pay the storage cost and any balance remaining on the order price.

7. RISK AND TITLE

- a. Goods will be at the Customer's risk from the time of delivery by the Company to the Customer or to a carrier for onward carriage, whichever occurs first, except as provided under clause 6 c) herein.
- b. Notwithstanding delivery of the Goods or transfer of risk in the Goods, property and title in the Goods will remain in the Company until the order price have been received in full by the Company.

8. WARRANTY

- a. The Company will within a period of two years from the date of delivery of manufactured Goods, at its option, repair or replace the Goods which are proved to the reasonable satisfaction of both parties to be damaged or defective or not to comply with the agreed specification due to defects in material, workmanship or design (other than a design made, furnished or specified by the Customer).
- b. Such warranty shall not apply where:
- the installation, commissioning or subsequent maintenance on the Goods have been undertaken by a third party not approved by the Company;
 - the default is due to any abuse or improper use;
 - the Customer fails to take reasonable care of the Goods;
 - the default is due to abnormal conditions, bird strike, voltage irregularities or any force majeure events;
 - the Customer or any person acting at the direction of the Customer alters, adjusts or repairs the Goods without the Company's approval;
 - the Customer does not give a written notice of the default to the Company within seven days, as set out in clause 8c. herein; or
 - the Customer makes further use of the Goods after notifying the Company of the default.
- c. The Customer shall report any fault within seven (7) days of discovering such fault to the Company by contacting the Customer Service on **0844 8700295**, during normal business hours, or by electronic mail to support@quietrevolution.co.uk. Once a fault has been notified to the Company, the Product shall not be used until such time as the Company has remedied the fault and notified the Customer that the Product may be used.
- d. The manufactured Goods, or any part of it, so repaired or replaced shall be covered by the Company's warranty on the same terms for the unexpired portion of the warranty period of warranty.
- e. Such repair or replacement shall be the Customer's sole remedy in respect of any claims it has under the warranty, and the Company shall have no further liability in respect of the Goods.

9. LIMITATION OF LIABILITY

- a. All express or implied warranties and conditions including but not limited to terms implied by statute or Common Law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) and conditions of merchantability and fitness for purpose are, to the fullest extent permitted by law, excluded from these terms and conditions.
- b. Nothing in these terms and conditions will exclude or limit the Company's liability for death or personal injury caused by the Company's negligence, or for fraudulent misrepresentation, or for any matter which it would be illegal to exclude or attempt to limit or exclude its liability.
- c. The Company's total liability in contract, tort, misrepresentation, restitution or otherwise arising out of or in connection with the performance of the order shall be limited to the total value of the Goods covered by the order.
- d. The Company will not be liable for any loss incurred by the Customer, including but not limited to any economic loss, loss of profit, loss of business, business opportunity or revenue, depletion of goodwill or otherwise, loss of wasted management time or time of other employees, in each case whether direct, indirect or consequential.

10. INTELLECTUAL PROPERTY

- a. The Company is the sole owner of all intellectual property rights in the Goods and any intellectual property rights arising out of or in connection with the operation of the Goods shall be automatically and exclusively vested in the Company.
- b. Nothing in these terms and conditions shall be construed so as to transfer such intellectual property rights to the Customer. However, the Customer shall be granted a license to use the Company's microsite in order to access the performance data of the Goods the Customer has purchased.

11. CANCELLATION

- a. The Company shall be entitled to cancel the order, upon giving a seven-day written notice to the Customer, if the Customer fails to pay the Company any sum due in accordance with the payment terms provided in these terms and conditions, or if the Customer enters into insolvency, bankruptcy, or makes any voluntary agreement with its creditors or any other arrangement or situation which has a like effect. In accordance with its legal right of retention, the Company shall also be entitled at its option to either recover the Goods or to remotely stop its operation, where the Customer has not paid in full the order price to the Company in due time, as provided under clause 5 herein.
- b. The Customer shall have no right to cancel an order which has been accepted by the Company except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damage, charges and expenses incurred by the Company as a result of cancellation. As provided in clause 5 herein, the Company reserves the right not to refund the deposit paid by the Customer.

12. FORCE MAJEURE

- a. The Company will not be liable to the Customer for any breach of the order incorporating these terms and conditions which is due to any act of God, war, strike, lockout, fire, flood, tempest or such other event beyond the reasonable control of the Company.
- b. On the occurrence of any such event, the Company will be entitled to a reasonable extension of time for performing the obligations from the order that have yet to be performed.

13. GENERAL

- a. The Company may assign the order or any part of it, or sub-contract its performance to any firm or company. The Customer shall not assign the order or any part of it without the prior written consent of the Company.
- b. The Contracts (Right of Third Parties) Act 1999 shall not apply to these terms and conditions.
- c. Any notice required to be given by one party to the other shall be in writing, addressed and posted first class to the relevant party's registered office or principal place of business and shall be effective on the third day of posting.
- d. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
- e. No waiver by the Company of a breach of any provision in these terms and conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.
- f. These terms and conditions shall be governed by the laws of England and Wales.