

1. DEFINITIONS 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.2 Credit Agreement any agreement that you enter into with a financier to pay for the Order.

Event Outside Our Control: is defined in clause 10.2; Goods: the goods that We are selling to you as set out in the Order; Order: your order for the Goods and/or Services as set out overleaf further described; Property: The property which you advise us the Goods are to be installed in and specified on the front of this Order. Services: the services that We are providing to you as set out in the Order; Terms: the terms and conditions set out in this document; and We/Our/Us: Qualis Energy, Company Registration Number: 169320369, Company Address: Unit 10, Brailwood Close, Bilsthopre, Nottinghamshire, NG22 8UG 1.3 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU 2.1 These are the terms and conditions on which We supply Goods, or Services, or both Goods and Services, to you. 2.2 Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us. 2.3 When you sign and submit the Order to Us, this does not mean We have accepted your order for Goods and/or Services. Our acceptance of the Order will take place as described in clause 2.8. If We are unable to supply you with the Goods and/or Services, we will inform you of this and We will not process the Order. If you do not sign and submit an Order to us within 28 days, it will expire, and a new Order will need to be processed which may include amended prices and timescales. 2.4 The price included in the Order does not include the cost of removing any dangerous waste material, such as asbestos, which could not have been reasonably foreseen at the time we provided you with the Order and which we only became aware of when carrying out the Services. Such Services will be at an extra cost. When you have had any asbestos removed, a clean air certificate must be provided before we do any further work at your property. 2.5 In signing and returning to us this Order form, you are confirming that you are the legal or beneficial owner of the Property and have the right to instruct us to deliver and install the Goods at your Property, and we shall not have any liability for unauthorised Services in this respect and you shall be liable to us for any losses we sustain by fulfilling the terms of an Order that you did not have authority to instruct. 2.6 If you are a tenant, you may need your landlord's permission to carry out the Services. In the absence of any statement to the contrary, we will assume that you have enquired in this respect and obtained permission for the Services. We shall not have any liability for unauthorised Services, and you shall be liable to us for any losses we sustain, howsoever arising, that we incur from your failure to obtain such permission. 2.7 If your property is a listed building, you may need planning permission to carry out the Services detailed in the Order. In the absence of your advice to the contrary we shall assume that you have obtained such permission when required. We shall not have any liability for unauthorised works, and you shall be liable to us for any losses that we incur from your failure to obtain such permission. 2.8 These Terms will become binding on you and Us when We contact you to tell you that We are able to provide you with the Services or the Goods, at which point a contract will come into existence between you and Us. 2.9 We shall assign a job reference number to the Order and inform you of it when We confirm the Order. Please quote the job reference number in all subsequent correspondence with Us relating to the Order. 2.10 Our website, catalogue and brochure are solely for the promotion of Our Goods in the UK. Unfortunately, we do not accept orders from addresses outside the UK. 2.11 The images of the Goods on Our website and in Our catalogue or brochure and within our advertising are for illustrative purposes only. Although We have made every effort to display the colours accurately, we cannot guarantee that the printed pictures accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

3. CHANGES TO ORDER OR TERMS 3.1 We may revise these Terms from time to time to reflect the following circumstances: (a) changes in relevant laws and regulatory requirements; and OR (b) a significant price increase in the price to Us of the Goods between placing of the Order and installation, significant being an increase of over 5% No 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 11.3(c). 3.3 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 11.

4. DELIVERY OF GOODS 4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands. Unfortunately, we do not accept orders from addresses outside the UK. 4.2 We will contact you with an estimated delivery and installation date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See clause 10 for Our responsibilities when this happens. 4.3 If we miss the delivery deadline for any Goods then you may cancel your Order straight away if any of the following apply: (a) We have refused to deliver the Goods and/or supply the Services; (b) delivery within the delivery deadline was essential (considering all the relevant circumstances); or (c) you told Us before we accepted your order that delivery within the delivery deadline was essential. 4.4 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 4.3, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline. 4.5 If you do choose to cancel your Order for late delivery under clause 4.3 or clause 4.4, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to Us or allow Us to collect them, and We will pay the costs of this. After you cancel your order, we will refund any sums you have paid to Us for the cancelled Goods and their delivery. 4.6 Delivery of an Order shall be completed when We deliver the Goods to the address you gave us, and the Goods will be your responsibility from that time. 4.7 You own the Goods once We have received payment in full.

5. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS 5.1 The Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods which we will provide you with when we fit the Goods. 5.2 This guarantee is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

6. PROVIDING SERVICES 6.1 We will supply the Services to you from the time that the Goods are delivered to your property until the time that the Goods are installed at your property. 6.2 We will make every effort to complete the Services in a reasonable time. However, there may be delays including due to an Event Outside Our Control. See clause 10 for Our responsibilities when an Event Outside Our Control happens. 6.3 Delivery/ installation timescales of the Goods and / or Services are approximate and are deemed to commence with effect from the acceptance of the Order and receipt of payment of any deposit. 6.4 Any timeframes we give you are best estimates, and we will do what we can to keep to those timeframes. Where there are likely to be delays, we will let you know as soon as practically possible and agree new timeframes with you. We will need access to the property in which we are providing the Goods and / or services at all reasonable times whilst the work is being undertaken and would expect free use of water, gas and electricity to complete the works in accordance with the Order. We will not be held responsible for any incurred costs by You with regard to timeframes not being met i.e. loss of earnings etc. 6.5 We may need certain information from you that is necessary for Us to provide the Services, for example, details about the property or the area within the Property the Goods are to be installed and information about the type of appliances already installed at the Property. We will contact you about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, we may make an additional charge of a reasonable sum to cover any extra work that is required, or We may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to Us after We have asked. If We suspend the Services under this clause 6.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices We have already sent you. 6.6 We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause 6.4 but this does not affect your obligation to pay for any invoices, we have already sent you. 6.7 If you do not pay Us for the Services when you are supposed to as set out in clause 8.5, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 8.7). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 8.6.

7. NEW INSTALLATIONS 7.1 All new central heating and boiler installations / upgrades carry a comprehensive two-year parts and labour guarantee from the date of installation and applies to the items We have installed. Manufacturer guarantees and Warranties may apply as described under clause 5. No Guarantee can be given however on the integrity or suitability of existing components being connected to and We cannot be held responsible for the failure of any such components or defects existing within any part of the existing electrics, heating or hot water system i.e. Radiators, Pipework, Shower, Cylinder, Tanks, Controls, Taps etc. Where products are connected to existing hot and cold-water pipes, tanks or cisterns the installation is based on the assumption that the existing plumbing system is in satisfactory condition. Unless otherwise stated in the Order, the guarantee does not cover drains or defects due to wear and tear, the replacement of lamps / bulbs and fuses or any causes beyond Our control. If any repairs or alterations or additions to the equipment, installation and / or apparatus are carried out by any person who has not been authorised by Us the guarantee may be rendered null and void. 7.2 Where a new heating system type is being altered from its original design i.e. from an open vent type to a pressurised type, We are to advise you of the increase in pressure of your current system and We cannot be held responsible for any leaks that occur and any damage that the leaks may cause. Similarly, where a hot water system is changed from an open vent to a pressurised one, we cannot be held responsible for any leaks or damage that may occur from the leaks in connection with this. Where an existing shower is installed, we will try to evaluate if the shower is compatible with the new system type but cannot guarantee that the shower will not be affected by the change and cannot be held responsible if the existing shower leaks or does not work correctly. 7.3 As it is necessary that all pipes are accessible, we will not normally bury them in solid floors or walls and pipes will be exposed in these situations. Boxing in of pipework is not included unless specifically agreed. 7.4 Where combination boilers are supplied hot water flow rates will be reduced if more than one tap outlet is used simultaneously. This is not a fault of the boiler but a characteristic of most combination boilers. As water supply rates can change, we cannot be held responsible for your central heating system failing to work properly because your water supply is inadequate or keeps changing. You will need to have an adequate gas and electric supply to your property before We commence work. Where this is not the case you will need to organise via a suitable provider of which We can provide details for. 7.5 Any concession or waiver allowed by Us at any time shall be without prejudice under the Order and should not prevent Us subsequently exercising our rights.

8. IF THERE IS A PROBLEM WITH THE SERVICES 8.1 In the unlikely event that there is any defect with the Services or Goods: (a) please contact Us and tell Us as soon as reasonably possible and in any event within 30 days of the defect becoming reasonably apparent; (b) please give Us a reasonable opportunity to repair or fix any defect; and (c) We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the Services or Goods under this clause 7.1. 8.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

9. PRICE AND PAYMENT 9.1 The price of the Goods and/or the Services will be set out in your Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed. 9.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Services in full before the change in the rate of VAT takes effect. 9.3 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that, where the Goods' correct price is less than our stated price, We will charge the lower amount when dispatching the Goods to you. If the goods' correct price is higher than the price stated on Our site, we will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price. 9.4 Where We

are providing Goods to you, you must make payment for Goods in advance by cheque or telegraphic transfer to our bank account or by another method as agreed by us in advance. We will not charge your Paypal, Worldwide Payments or Debit card account until We dispatch the Goods to you except the provisions set out for deposit in clause 8.5. 9.5 We will ask you to make an advance payment of between 25 and 40% of the total price specified in the Order, in the proportion set out within that Order. This must be paid within 48 hours of our acceptance of the Order and you must pay the balance of the price within the Order when we have completed the Services unless otherwise agreed between us and unless you have signed a Credit Agreement. If your Credit Agreement is terminated for whatever reason, subject to the terms of the Consumer Credit Act 1974, the balance of the quoted price becomes immediately payable, and you agree that you will be required to immediately pay the balance of the Order price instead of your financier. Your rights to a refund on cancellation are set out in clause 11. We will invoice you for the balance of the Services on or any time after We have performed the Services. Each invoice will quote the Order number. You must pay each invoice in cleared monies within three calendar days at the date of invoice. 9.6 For Energy Company Obligation (ECO) work any customer contributions owed to us should be paid before work commences. Where work is non-ECO funded then payment of the Order balance is due immediately upon completion of the work to your reasonable satisfaction. If remedial work is necessary, you may hold a maximum of 10% of the value of the balance outstanding until such work is carried out. 9.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the Royal Bank of Scotland from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount. 9.8 All goods supplied remain the property of Us even though installed until fully paid for and We reserve the right or re-entry to remove any such goods whether fixed or otherwise, which remain unpaid for. The guarantees / warranties shall remain null and void if payments are not made on the due dates and the above conditions not adhered to. 9.9 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.6 will not apply for the period of the dispute.

10. OUR LIABILITY TO YOU 10.1 If We fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and Us at the time we entered into this contract. 10.2 If We are installing the Goods and/or providing Services in your property, we will make good any damage to your property caused by Us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing or latent faults or damage to your property that We discover in the course of installation and/or performance by Us. Whilst every care will be taken, we accept no liability for any damage to plasterwork, decorations, flooring etc. which may be a consequence of carrying out the detailed work. Cuts or holes made to allow for equipment will be made good but not permanently finished or redecorated. We accept no liability for pre-existing building or appliance faults which directly or indirectly are identified as a result of us providing our Services. We will provide advice by way of guidance only in connection with any faults identified by us without charge to you, but such advice or guidance is without representation or warranty. The finish or making good of drilled holes by us does not represent or warrant to be an exact match to the existing finish at the property. Any quotation you have received shall include the cost of making good to the affected area of the property but for the avoidance of doubt does not include indirect costs associated with making good including but not limited to the lifting or re-laying of fitted carpets or other floor coverings, subsequent redecoration works, or remedial work or pipework required all such costs of which will be subject to an additional charge by us. Floorboards will be re-installed where necessary but special and or laminate floors cannot be permanently re-fixed. Any carpets which have to be lifted will be re-laid to the best of the engineer's ability, however We cannot be held responsible for carpets which have been nailed or glued down. 10.3 Similarly We accept no liability for damage that is attributable to a structural defect or weakness unless such damage resulted from the negligence on the part of Us. 10.4 If We drew your attention in writing to any issue within your property which would make it difficult for us to provide the Goods and/or Services and/or Product to you in with reasonable skill and care and you instructed us to proceed, we will not be liable for any defect of the Goods and/or Services and/or Product we will not be liable for any losses caused by this circumstance. 10.5 We only supply the Goods and/or Services or Product for domestic and private use. You agree not to use the Goods and/or Services or Product for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. 10.6 We do not exclude or limit in any way Our liability for: (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 and by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and (e) defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control. 11.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. 11.3 An Event Outside Our Control takes place that affects the performance of our obligations under these Terms: (a) We will contact you as soon as reasonably possible to notify you; and (b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects Our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over. 11.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods and/or Services. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in clause 11.

12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND 12.1 Before We begin to provide the Services or the Goods are delivered, you have the following rights to cancel an Order for Goods (other than made-to-measure Goods) and/or Services, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage: (a) you may cancel any Order for Goods and/or Services within fourteen calendar days of placing an Order by contacting Us We will confirm your cancellation in writing to you; (b) if you cancel an Order under clause 11.1(a) and you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts and any delivery charges to you; (c) however, if you cancel an Order for Goods and/or Services under clause 11.1(a) and We have already started work on or fulfilled your Order by that time, you will pay Us any costs We reasonably incurred in starting to fulfil the Order, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you. We will tell you what these costs are when you contact Us. However, where you have cancelled an Order because of our failure to comply with these Terms (except where We have been affected by an Event Outside Our Control), you do not have to make any payment to Us; (d) unfortunately, if you cancel an Order for Goods under clause 11.1(a) and We have already dispatched your Goods to you, We will not be able to cancel your Order until it is delivered. In this case, if you return the Goods to Us, we will have to charge you the cost of collection or you will have to pay the cost of returning the Goods back to Us. This will not affect your refund for the Goods themselves, but we will not refund any charges for delivery and any charge for collection will be deducted from the refund that is due to you. 12.2 Once We have begun to provide the Services to you, you may cancel the contract for the Services at any time by providing Us with at least 7 calendar days' notice in writing. Any advance payment you have made for Services that have not been provided will be refunded to you. 12.3 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if: (a) We break this contract in any material way and We do not correct or fix the situation within fourteen days of you asking Us to in writing; (b) We go into liquidation or a receiver or an administrator is appointed over Our assets; (c) We change these Terms under clause 3.1 to your material disadvantage; (d) We are affected by an Event Outside Our Control.

13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND 13.1 We may have to cancel an Order before the start date for the Services or before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which We cannot provide the Services. If this happens: (a) We will promptly contact you to let you know; (b) if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, We will refund these amounts to you; (c) where We have already started work on your Order for Services We will not charge you anything and you will not have to make any payment to Us. 13.2 Once We have begun to provide the Services to you, we may cancel the contract for the Services at any time by providing you with at least 14 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you. 13.3 We may cancel the contract for Services at any time with immediate effect by giving you written notice if: (a) you do not pay Us when you are supposed to as set out in clause 8.5. This does not affect Our right to charge you interest under clause 8.6; or (b) you break the contract in any other material way, and you do not correct or fix the situation within seven days of Us asking you to in writing.

14. COMPLAINTS & CONTACT INFORMATION 14.1 We are a company registered in England and Wales. Our company registration number is 15195890 and our registered office is at 74 Clough Road, Hoyland, Barnsley S74 9DZ. 14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0303337722785 or by e-mailing us at info@smarthr.co.uk. 14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to Smart Renewables & Heating Ltd, 74 Clough Road, Hoyland, Barnsley, S74 9DZ or info@smarthr.co.uk. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order. Where we cannot resolve any complaints using our own complaints procedure, as a Which* Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 0333 2413209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

15. HOWWE MAY USE YOUR PERSONAL INFORMATION 15.1 We will use the personal information you provide to Us to: (a) provide the Goods and/or Services; (b) process your payment for such Goods and/or Services; and (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us. 15.2 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do. 15.3 We will not give your personal data to any other third party.

16. OTHER IMPORTANT TERMS 16.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms. 16.2 You may transfer the benefit of the guarantee, if any, provided to you in clause 8.1 to any purchaser of your property if the guarantee itself provides that you may do this. 16.3 This contract is between you and Us. No other person shall have any right to enforce any of its terms. However, the purchaser of your property will have the benefit of the guarantee at clause 8.1 if you transfer it to them, but We and you will not need their consent to cancel or make any changes to these Terms. 16.4 Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. 16.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, we will only do so in writing, and that will not mean that We will automatically waive any later default by you. 16.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.