

## Ampair Energy Ltd – Terms & Conditions (CD 004; rev 1.3; 21 Apr 2010)

### 1. Who are we?

Ampair Energy Ltd's registered address is Park Farm, West End Lane, Warfield, RG42 5RH, UK. We are registered in England under company number 07174842. We do business under the trade names "Ampair", "Boost Phase Converters" and "Isomatic Industrial Power" and "Ampair" and "Aquair" are registered trademarks. These Terms & Conditions apply to business conducted by us under our legal entity name and under any of our trade names. Hereafter we will refer to our legal entity and trade names jointly as "Ampair".

### 2. Application And Territorial Scope

By entering into a contract with Ampair you are accepting our Terms & Conditions. These are governed by English law only, and take precedence over your own Terms & Conditions, the legislation in your country or any other provision. Your statutory rights under English law will never be adversely affected.

### 3. Language & Law

Transactions carried out with Ampair are subject to English law. Any dispute arising from a transaction with Ampair, as well as the interpretation of these Terms & Conditions in the case of a dispute shall fall under the jurisdiction of the Tribunals and Courts of England. The master language of these Terms & Conditions, any contracts, marketing or sales material and sales documentation issued by Ampair is English. Occasionally other languages may be used to facilitate the customer. If in such instances there is a difference in interpretation between English and the foreign language, the English language shall prevail and shall be deemed to be expressing the contract, meaning or intent correctly.

### 4. Severability

If over and above the provisions set out in these Terms & Conditions and any statutory restrictions applying thereto, any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

### 5. Prices

Our price lists, quotations, order confirmations and invoices are on the basis "errors and omissions excluded" (E&EO). Our prices exclude carriage and insurance on carriage. We reserve the right to add a reasonable fixed charge for international wire transfer charges. We will add 2.5% to your invoice if you pay by credit card (as opposed to debit card).

### 6. Prices - Currency

All prices listed, quoted and invoiced are in pounds sterling (GBP). Any prices shown in other currencies are for information only and will fluctuate with exchange rate fluctuations. This is only different if we have agreed otherwise with you.

### 7. Prices – VAT

All prices are exclusive of VAT and any other indirect or other taxes that we may have to add. We will charge VAT in accordance with our UK statutory obligations. We will only charge UK VAT at a 0% or at 5% if we are satisfied that the UK VAT legislation allows us to do so, and may require information and evidence before we can give you the benefit of these special rates.

### 8. Price Changes

Our prices do not change frequently. However we do reserve the right to adjust prices without advance notice. If we have sent you a formal quotation or a pro-forma invoice prior to a price increase you must confirm the order and (if required) make your payment within 10 days after the effective date of the price change for the old prices to apply. After that period the new prices will automatically apply and we reserve the right to hold up shipment until additional payment has been received. On the other hand if the price decreases you will immediately benefit from this.

### 9. Delivery Times

Delivery times are given by way of estimate only. Ampair shall make every reasonable effort to supply the goods or services by the date indicated (if any). No rights can be derived from the estimated delivery date, and neither can Ampair be held liable for any delays in delivery caused by whatever reason.

### 10. Order Cancellation

Orders of standard stock items which are being shipped from stock may be cancelled up to the time of dispatch upon payment of a £100 fee. In addition to the cancellation fee, if we have to make an international wire transfer to refund you any pre-payments for your canceled order this will be on the basis "all charges for recipient". Unless we have agreed otherwise with you, orders of non-standard or non-stock items will incur a penalty of 35% of the price if cancelled up to a week before shipment, or 50% of the price if cancelled less than a week before shipment. Orders may not be cancelled after shipment.

### 11. Export Restrictions

Ampair's products are not subject to any known export restrictions; however we will comply with any export restrictions which do apply. We are not bound to contracts that are null or void because of export restrictions and cannot be held liable for the damages resulting from having entered into such a contract.

### 12. Export Shipments - Incoterms

If the goods are to be shipped to a destination outside the European Union and we arrange the transport, we will ship under the condition "Delivery Duties Unpaid" (DDU). This means that you are responsible for the import formalities and payment of import duties and VAT or other indirect taxes due upon importation. If you or your carrier collects the goods at our premises we will always ship "Ex Works" and you assume risk from the moment of collection onwards. If the goods are to be shipped to a non-EU destination you will also be responsible for import formalities and the payment of import duties and VAT or other indirect taxes due upon importation. The above is only different if there is a specific written agreement, signed by ourselves, to this effect. However, Ampair will never agree to ship under the condition "Delivery Duties Paid" (DDP).

### 13. Damage During Transport

This clause only applies when we arrange the transport for you as we can never be held responsible for any damages during transport where you collected the goods, or where you arranged for collection by your carrier. We will assume that the goods have been checked by you or your carrier before they left our works. Where possible we will offer you transport insurance at a modest charge. If insurance is not available or if it is available but you do not wish to take it out the goods will be shipped under the condition "Ex Works" and you cannot hold us liable for damage to or loss of the goods during transport. It is your responsibility to identify any damage immediately upon arrival of the shipment and refuse the goods. If you accept the goods by signing for their receipt, you can no longer hold us or our carrier responsible for the damages. This applies even if you sign under the condition "unexamined" or similar, as carriers do not accept this as a valid condition. If possible immediately take some digital photographs clearly showing external damage to the package, or damage to the product if you have opened the packaging. If you refuse the shipment you must notify Ampair at once. This allows Ampair to file an insurance claim with our carrier and, provided the claim is successful pass on the benefit to you the customer in the form of repaired or replaced goods. You are obliged to provide information, digital images and any practical support in order to help Ampair support its claim. If you are unable to view the goods when taking receipt from the carrier then you must sign the carrier's receipt as "unexamined".

### 14. Return policy

This section only applies to phase converters sold under the "Boost Phase Converters" or "Isomatic" brand. Because of the specific nature of the phase converter line of product Ampair offers a 28 day money back warranty on purchases of new standard stock phase converters. Non-standard phase converters (i.e. custom built, customised or refurbished) are not covered by this return policy. If you have purchased a new standard stock phase converter and it is not suitable Boost will take your purchase back and refund you what we charged for the goods minus a 10% handling and restocking charge with a minimum of £50. You

are only entitled to this refund (1) if you have contacted us first and obtained a return number, and (2) return the product to us undamaged in its original packaging. We must have received the product within 28 days after the invoice date. Ampair reserves the right to refuse any products not received in the condition described, or received after the 28 day period. Ampair reserves the right to return refused goods to you at your expense, or at its discretion to apply a higher handling charge if after inspection of the returned good they turn out to be in a condition not suitable for resale.

### 15. Payment

Unless otherwise agreed we will ship your order after receipt of cleared funds. If you are based in the UK we accept payment in Pound Sterling only, either by cheque, bacs, or chaps payments, bank deposit, debit card or credit card (with the exception of American Express). If you are based outside the UK, we will accept wire transfer or credit card payment, with the exception of American Express. Unless we have agreed otherwise with you we will only accept Pound Sterling (GBP) payment. We must receive the full amount of our Pro Forma invoice or sales invoice, in other words all bank charges should be for your account. Please instruct your bank accordingly – "ALL bank charges account sender" usually does the trick.

### 16. Credit Accounts - Non or Partial Payment

We reserve the right to not ship your order until we have received full payment. We understand and will exercise our rights under the "Late Payment of Commercial Debts (Interest) Act 1998. We reserve title to the goods until full payment has been made. Late payment interest starts accruing after the due date of the payment, at the "simplified per annum" rate. We also reserve the right to apply a £100.00 late payment surcharge. We will contact you if your payment is late and give you short but reasonable period of time to make full payment, including a late payment charge interest that has accrued up to the date that we receive the funds. If payment remains outstanding we will engage a debt collection agency or a legal professional to recover the debt from you. The cost associated with this will be passed on to you. We will also suspend our product warranty obligations till such time as we have been fully paid, including late payment interest and any collection charges due.

### 17. Product Warranty - Period

We will respect your rights under English law regarding consumer protection, to the extent that this law is binding. The standard product warranty period is two years for new products. We occasionally sell refurbished product (this will always be clear to you) and in that case the guarantee period may be shorter. This will be specified on the sales documentation that you receive. The guarantee period starts on the later of (1) the day you obtained the goods from a distributor or (2) the day that we dispatched the goods, provided that the total period covered can never be longer than three years after dispatch. An original purchase invoice must be produced upon request Ampair's request. The guarantee period may be longer for some product lines and this will always be clear from the marketing and sales literature.

### 18. Product Warranty – What is Covered?

Our products are guaranteed against faulty manufacturing only. Our warranty covers the cost of components, materials and repair labour or the cost of replacement with an identical or equivalent product, always at the discretion of Ampair. Ampair reserves the right to determine if and to what extent failures are due to faulty manufacture. Ampair will carry out the inspection of the goods and their repair under the product warranty at its own premises. The warranty applies to customers who have bought their product from Ampair directly or one of its distributors. An original purchase invoice must be produced upon Ampair's request.

### 19. Product Warranty – What is Excluded?

If you need to return the product to us for repair or replacement, the cost of sending the goods to Ampair are for your account. If the repair or replacement is covered by the manufacturer's warranty Ampair will return the goods free of charge to a mainland UK address. If you have asked for the goods to be returned to a non-mainland UK address we will charge you for the return transport, but will deduct the reasonable cost of carriage of a similar consignment to a mainland UK destination. If we have agreed with you to carry out a repair on your site we will make a reasonable charge for transport between our and your premises, based on mileage and traveling time. We will take payment for any costs incurred that are not covered by the Product Warranty prior to returning or releasing the goods to you. To the extent that damage or failure is not due to faulty manufacturing the repair or replacement would not be covered under the Product Warranty and we will charge you for components, materials, labour and outbound carriage to return the product to you.

### 20. Product Warranty – No Consequential Damages

Consequential damages and loss of revenue suffered by yourself or others as a result of the use of our products, whether or not these were found faulty, are also specifically excluded from the Product Warranty.

### 21. Product Warranty – Restrictions

Ampair limits the cost associated with its Product Warranty to twice the net amount you paid for the goods.

### 22. Product Warranty – Voidance

The Product Warranty is void if you have used the product for purposes beyond its intended use or in excess of its specified capacity or if you or others have altered, repaired, tried to repair or tampered with it.

### 23. Product Warranty – Suspension for Unpaid Invoices

We will honour the Product Warranty provided you have made full payment of your purchase within the time line agreed for such payment, or indeed for any other payments that are overdue. We will explicitly not extend the warranty period with the period that you are in arrears.

### 24. Liability Exclusion

Ampair cannot be held responsible or liable for any death or injury, or loss or damage to equipment, products and production, resulting from the use of our products and services whether on their own or in conjunction with any other equipment or service.

### 25. Continuous improvement policy

At Ampair we are always seeking to improve our products and services and so we reserve the right to update specifications without warning. Equally if you have any suggestions for how we can improve please contact us.

### 26. Privacy Policy

Ampair will not disclose client information to any other individual or organisation unless required to do so by law, or unless it is necessary to do so to obtain or validate payment of our invoices to you. We store client information securely so that we can provide a quality after sale service. If you want us to remove your information from our files please contact us and we will do so insofar as the law permits.

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