

Terms & Conditions:

Ampair Energy Ltd Ampair (Westwind) Ltd

1. Who are we?

Ampair Energy Ltd's registered address is Unit 2 Milborne Business Centre, Milborne St Andrew, Dorset, DT11 0HZ, UK which is registered in England under company number 07174842.

These Terms & Conditions are also applicable to supplies made by our subsidiary company **Ampair (Westwind) Ltd** with registered address 3A Carmavy Road, Nutts Corner, Crumlin, Co. Antrim, BT29 4TF Northern Ireland, UK which is registered in Northern Ireland under company number NI612120.

We do business under the trade names "Ampair", "Boost Phase Converters" and "Westwind".

"Ampair" and "Aquair" are registered trademarks. These Terms & Conditions apply to business conducted by us under our legal entity names and under any of our trade names. Hereafter we will refer to the legal entity supplying you with products as "Ampair".

2. Application And Territorial Scope

By entering into a contract with Ampair you are accepting these Terms & Conditions to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. If you are a consumer, nothing in these Terms and Conditions will affect your legal rights.

Any samples, drawings, descriptive matter or advertising issued by Ampair and any descriptions or illustrations contained in Ampair's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the products described in them. They shall not form part of the contract between you and Ampair or have any contractual force.

An order by you constitutes an offer to purchase products in accordance with these Terms & Conditions. An order shall only be deemed to be accepted when Ampair issues written acceptance of the order at which point a legally binding contract upon these Terms & Conditions shall come into existence.

Any quotation given by Ampair shall not constitute an offer, may be revoked at any time, and in any event shall only be valid for a period of 30 days from its date of issue (unless otherwise specified in the quotation).

3. Language & Law

These Terms and Conditions and their subject matter and formation are governed by English law. Any dispute arising from a transaction with Ampair, as well as under or in connection with these Terms & Conditions or their subject matter, shall be subject to the exclusive jurisdiction of the 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 and Waiver

If any provision or part-provision of these Terms & Conditions 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 modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms & Conditions.

A waiver is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. Prices

Our price lists, quotations, order confirmations and invoices are on the basis "errors and omissions excluded" (E&OE). Our prices exclude carriage and insurance on carriage. We reserve the right to add a reasonable fixed charge for international wire transfer charges. We reserve the right to add 2% 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, or 10 days after being advised of the price increase, whichever is the later. 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. Time shall not be of the essence. Ampair shall make reasonable efforts 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. Deposits and Order Cancellation and Delayed Collection

Individual items of over £2,000 in value are not standard stock items. A deposit is required to secure the manufacture of non-standard or non-stock items. On no account will any deposits be refunded or credited in the event of cancellation of orders as in these circumstances Ampair will have incurred costs and expenses.

Orders of up to £5,000 total value 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 or loss of the deposit whichever is greater. Orders of between £5,001 and £20,000 total value of standard stock items which are being shipped from stock will incur a penalty of 15% of the price if cancelled up to a week before shipment, or 25% of the price if cancelled less than a week before shipment, or loss of the deposit whichever is greater. Unless we have agreed otherwise with you orders in excess of £20,001 or of non-standard or non-stock items will incur a penalty of 100% of the price if cancelled at any time prior to shipment. Orders may not be cancelled after shipment. 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".

All orders held for collection, not collected within 14 days of completion will be subjected to a storage fee of 1% of the total order value per day.

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 "Cost and Freight (named port of destination)" (CFR). 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 collect 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) or similar (DAT, CPT, CIP, etc).

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. You shall ensure that the goods have been checked by you or your carrier before they left our works. If requested we may be able to arrange transport insurance at a modest charge. If insurance is not requested and/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 we shall not be 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 damages not apparent on a reasonably careful inspection. This applies even if you sign under the condition "unexamined" or similar, as carriers frequently 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" as there simply is no alternative.

14. Return policy on phase converters

This section only applies to phase converters sold under the "Boost Phase Converters" 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 Ampair 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 condition and 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".

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 in respect of any payments not made when due. Title to the goods shall not pass to you until full payment has been received by us. 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 to compensate us for the losses and expenses that we will incur in this situation. 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

If you are a consumer, nothing in these Terms and Conditions will affect your legal rights. Our standard end user product warranty covers the matters described below for a period of 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 – phase converters

The warranty period on phase converters is three years on the same basis as above. This is conditional on the run capacitors being replaced every 12-months. The warranty is void if used in: passenger lifts; boiler systems; biomass plants; heat pump or air conditioning applications; and any unattended operation or any continuous use operation.

19. Product Warranty – What is Covered?

Our products are guaranteed against defects in manufacture 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 defects in 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.

20. 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 defects in manufacture 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.

21. Product Warranty and Repairs

Ampair machinery tends to have relatively long service life and as a consequence may sometimes be returned to the factory for overhauls, services, or repairs by prior arrangement. Any repairs to machinery originally manufactured by Ampair have a 90-day warranty from date of dispatch (if the original warranty has expired) or to the end of the original warranty whichever is the longer. Repairs to machinery not originally manufactured by Ampair do not carry a warranty.

Goods are returned for servicing and repairs at owners' risk. Units left unclaimed or without active correspondence for longer than 8-weeks (or longer by prior agreement) will be disposed of and no refund will be given. When a quote is given for a repair it is on a "reasonable endeavors" basis as it is not always possible to fully identify the extent of work required or the condition until the repair is attempted. Any instructions to proceed with a repair whether written or otherwise are on this basis.

22. Product Warranty – No Consequential Damages

We shall not be liable to you for any loss of profits, loss of savings, loss of business, loss of opportunity, and indirect and consequential damages and losses suffered by yourself or others as a result of the use of our products, whether or not these were found faulty, whether under these Terms & Conditions and/or our Product Warranty.

23. Product Warranty – Restrictions

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

24. Product Warranty – Voidance

The Product Warranty is void if you have used the product for purposes beyond its intended use, if you have stored or used it in abnormal conditions and/or otherwise than in accordance with the applicable product instructions, or in excess of its specified capacity or if you or others have altered, repaired, tried to repair or tampered with it.

25. 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.

26. Extended Product Warranty – wind turbines of 2kW power or greater

This clause only applies to wind turbines of 2kW power (being reference or rated power) or greater. Unless a product-specific warranty has been offered the product warranty period for these wind turbines is extended to a 5-year warranty provided that:

- i. Ampair approve the site location;
- ii. Ampair approve the installation and commissioning;
- iii. Ampair approve the tower and foundation, and the tower must be a tilt-up tower;
- iv. An Ampair-approved inspection and service is carried out every year or as otherwise specified in the product manual, whichever is the earlier (this will require the turbine owner to pay a fee for each inspection and service);
- v. This warranty excludes consumables or lifed items (which include but are not limited to: leading edge tape and other leading edge protection, dampers, bushes, bearings, seals, lubricants & greases, fuses, brake pads, brake, brake and control cables, lightning & surge arrestors, capacitors, batteries, brushes, and varistors);
- vi. This warranty excludes damage caused by exceptional events (which include but are not limited to: malicious acts or foul play, vandalism, fire damage, lightning, insect & animal damage; foreign object damage, environmental conditions exceeding the design limits, or as may be determined by Ampair).

27. Extended Product Warranty – Marine Turbines

This clause only applies to the Aquair 100, Ampair 100 and Ampair 300 when used on recreational yachts on Ampair approved mountings and with Ampair approved charge controllers. The product warranty period for these products is extended to a 5-year warranty provided that they are being used in this service by the original owner and excludes damage caused by exceptional events (which include but are not limited to: malicious acts or foul play, vandalism, fire damage, lightning, insect & animal damage; foreign object damage, environmental conditions exceeding the design limits, or as may be determined by Ampair).

28. AmpairCare™

AmpairCare™ is your access to lifetime worldwide technical support provided that:

- i. you are the original owner of the product with a valid invoice;
- ii. only for products used within their design limits;
- iii. the product is maintained per Ampair recommendations;
- iv. communication costs are not borne by Ampair;
- v. reasonable support levels only & at Ampair discretion.

29. Liability

Save that nothing in these Terms and Conditions shall limit or exclude Ampair's liability for death or personal injury caused by its negligence, for fraud, or for other matters that cannot be limited or excluded by law, Ampair shall not be responsible or liable for any other 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.

You agree not to pursue any claims in contract, tort or for breach of statutory duty (including negligence) against any individuals working for Ampair. You acknowledge that such individuals are entitled to enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999.

Ampair shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms & Conditions.

Ampair's total liability to you in respect of all other losses arising under or in connection with these Terms & Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances

exceed the total amounts paid by you to us in respect of the goods you have ordered.

Save as where you are a consumer, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

Ampair shall not be liable to you as a result of any delay or failure to perform its obligations as a result of an event beyond its reasonable control, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

If you are a consumer, i.e. not purchasing goods from us in the course of a trade, business or profession, then nothing in these Terms & Conditions shall limit or exclude your legal rights. Advice on consumers' rights is available from the Citizen's Advice Bureau.

30. 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.

31. 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 or to perform our contract of supply with you, or unless it is covered by a confidentiality agreement with the individual or organisation. 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.

Our websites place a small 'cookie' on your computer in order to provide you with relevant information such as presenting you with your preferred language, currency, or keeping track of any items in your shopping cart. This cookie is harmless and you may remove it or block it if you wish (look in your internet browser's help section for guidance on how to block a cookie).

32. Privacy Policy – myAmpair™ and proAmpair™

Some of our websites and programs including myAmpair™ and proAmpair™ have specific Terms & Conditions and Privacy Policies which must be accepted in order to access more advanced services.
