

The following terms and conditions apply to all sales made by WolfeWare Limited trading as Wiki-Solar.org (hereinafter 'the Company'):

1 ORDER ACCEPTANCE

- 1.1 Orders or contracts from any purchaser (hereinafter 'The Purchaser') for the supply of goods or services (hereinafter 'the Goods') by the Company are subject to the terms and conditions set out below, unless other terms and conditions are expressly accepted by the Company by means of a written amendment to these Terms and Conditions signed by a Director of the Company, or the Company Secretary, and referring specifically to the terms or conditions to be amended.
- 1.2 These terms define the full conditions applicable to the order or contract to the exclusion of any other terms and conditions, which may be endorsed upon or referred to in any purchase order or otherwise delivered to or advised by the Purchaser to the Company.
- 1.3 Unless an alternative format is agreed by the Company, orders for reports (hereinafter 'Wiki-Solar Reports'), which are based on information in the Wiki-Solar Database as described at <http://www.wiki-solar.org/data/index.html> (hereinafter 'the Wiki-Solar Database') are executed by the delivery in accordance with section 8 hereof of a report in Portable Document Format (hereinafter 'pdf').

2 PRICES

- 2.1 Prices for Wiki-Solar Reports are for electronic delivery in accordance with clauses 1.3 and 8.1 hereof.
- 2.2 For Goods not subject to electronic delivery:
 - 2.2.1 Unless specified otherwise, quoted prices are ex-works at the Company's premises in the Company's standard packing excluding any carriage, freight or special packing. Any required special packing and transportation will be charged additionally unless specifically included in the quoted price.
 - 2.2.2 Prices exclude VAT and any other duties or sales taxes, and, unless otherwise stated are for export of The Goods.
 - 2.2.3 If export shipment is to be effected by the Purchaser, the Company will charge additionally relevant VAT and other duties, unless the Purchaser supplies at the Company's request, details of Inward Processing Relief arrangements or suitable proof that the goods have been exported from the UK or the European Community.
- 2.3 If The Goods are subject to VAT in the United Kingdom, the Company will charge additionally VAT and other duties and taxes as may be appropriate.

3 DELIVERY

- 3.1 The Company will use its best endeavours to complete the contract or deliver the Goods within the time agreed, but it shall not be liable for any loss or damage of any kind caused either directly or indirectly by any delay in the completion of the contract or delivery of the Goods.
- 3.2 If delays to completion are caused by force majeure, the Company may cancel delivery of part or all of the delayed goods or services by sending to the Purchaser a notice to that effect. The Purchaser will thereupon pay to the Company for all goods and services actually provided, according to the itemised quoted prices, (or if these are not specified, the proportion of the contract price that the delivered goods and services bear to the total contract).
- 3.3 If delivery is delayed by the Purchaser rescheduling or failing to provide adequate shipment arrangements, The

Company may make additional charges for storage and administration relative to such shipments and to apply a rescheduling charge based on the time the reschedule is advised or becomes apparent to the Company, at one fifth of the level of the equivalent cancellation percentage detailed in Clause 11.2. Rescheduling of any shipment by a period in excess of 180 days may at the Company's discretion be taken as cancellation thereof subject to the terms of Clause 11.

- 3.4 If the contract provides for delivery to be scheduled by the Purchaser from time to time, each requested schedule of despatch is subject to acceptance by the Company. When accepted it will become a part of the order or contract together with the other conditions accepted under section 1 above and subject to the same terms.

4 WARRANTY

- 4.1 The Goods are intended only for the usage specified in the Company's information.

Wiki-Solar Reports are based on the projects listed on Wiki-Solar's database at the time they are produced, and are delivered 'errors and omissions excepted'.
- 4.2 The Company does not warrant that the Wiki-Solar Database is complete, or accurate in every detail.
- 4.3 Where a Wiki-Solar Report lists organisations involved in projects, the Company does not warrant that these organisations will be suitable counter-parties for other projects.
- 4.4 The Company shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by the usage or any defect in the Goods or services supplied or by any negligence of the Company or any of its servants or agents, neither shall the Company be liable for any contingent loss or damage of any kind whatsoever caused by the failure of the system to meet any particular performance requirement.
- 4.5 All warranties and conditions express or implied statutory or otherwise, except the implied condition as to title contained in Section 12 of the Sale of Goods Act 1893 as amended, are hereby expressly excluded.

5 PURCHASERS COMMITMENTS

- 5.1 The Purchaser undertakes with the Company:
 - 5.1.1 That he will maintain any Wiki-Solar Report confidential and not disclose the same to any third party without the prior written approval of the Company;
 - 5.1.2 That he will comply with the Company's instructions relating to the Goods;
 - 5.1.3 That he will obtain any necessary import licences and permissions required for the Goods;
 - 5.1.4 That he will acquaint himself with the requirements of all relevant Governments or statutory or other authorities relating to the Goods and to the applications to which the Goods are put and at all times whilst the Goods are in his possession or under his control he will comply with such requirements;
 - 5.1.5 That he will indemnify the Company against any liability resulting from a breach of any such requirement.

6 PURCHASERS RIGHTS AND PROPERTY

- 6.1 The Purchaser is acquiring under this contract only the right to use or resell the Goods with the benefit of the warranty as specified above. No right or licence is granted to the Purchaser under any patent or other industrial property right.
- 6.2 The property in the Goods shall pass on the payment of the whole price. The Purchaser shall take all appropriate steps to properly store, insure and otherwise maintain the Goods, after delivery by the Company, and prior to the passage of property.
- 6.3 No right shall accrue to the Purchaser nor any liability be incurred by the Company through any misrepresentation arising from printing and clerical errors, statements by third parties accepted by the Company in good faith and repeated by it, or any other representations not confirmed by the Company in writing.
- 6.4 Persons dealing in the Goods have no right or authority to bind the Company in any way or to assume on the Company's behalf any obligation express or implied.

7 GOODS TO PURCHASERS SPECIFICATION

- 7.1 If the Goods are produced to the design or specification of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Company against all losses, costs, charges, expenses and damages which the Company might suffer as a result of any claim or allegation:
- 7.1.1 that the Goods infringe the patents, copyright, registered design or other like protection of any other person or
- 7.1.2 that the Goods do not comply with a statute, statutory instrument or regulation for the time being in force.

8 SHIPMENT OF GOODS

- 8.1 Unless otherwise agreed by the Company, Wiki-Solar Reports shall be delivered by email or other electronic means to the address of the Purchaser.
- 8.2 Where any Goods are sold Free on Board (FOB) this expression shall have the meaning assigned to it by Incoterms 1953, so far as these are not inconsistent with these Terms and Conditions.
- 8.3 Where any arrangements for delivery of the Goods are made by the Company, any claim for damages or shortages will be considered only if the Company and the carrier are advised in writing within three days after delivery in the case of inland orders, and twenty-eight days after delivery in the case of export orders.

9 PAYMENT

- 9.1 Unless otherwise specified, payments shall be made prior to despatch of the Goods by bank transfer, credit card or electronic payment.
- 9.2 All payments are to be made on or before the due date as a condition precedent to future deliveries under this or any other contract.
- 9.3 The time for payment shall be of the essence of the contract.
- 9.4 The Company may repossess the Goods if any sum due in respect of them is outstanding or if the Company reasonably believes that such sum will not be paid in full when it falls due for payment, and the Purchaser hereby grants the Company an irrevocable licence to enter upon any premises for the purposes of so doing.

10 THE COMPANY'S RIGHTS

- 10.1 The Company shall be entitled to assign subcontract or sub-let this contract or any part thereof.

- 10.2 Variation by the Company within the specification of the Goods shall not constitute a breach of contract or impose upon the Company any liability whatsoever. In particular, the Company reserves the right to supply Goods of more modern design or to vary the contents if the cost is no higher and the substituted Goods meet the requirements originally specified.
- 10.3 Failure by the Company to enforce any of the Contract Terms shall not be construed as a waiver of any of the Company's rights hereunder. The application of any of the provisions set out herein shall not prejudice any other rights of the Company, under this contract or otherwise.

11 CANCELLATION OF ORDER

- 11.1 If the Purchaser cancels or purports to cancel the order, or any part thereof, or fails to take delivery of any Goods at the time specified, then the Purchaser shall be liable to indemnify the Company against any loss, damage or claim resulting from such purported cancellation or failure to take delivery, including the cost of any material, plant or tools used or intended to be used for the said order, the cost of labour and other overheads and payments attributed to such purported cancellation, and the payment of any licence or other fees.
- 11.2 Except where the Company can substantiate higher costs pursuant to Clause 11.1 above, the following cancellation charges shall apply, calculated in relation to the contract price:
- 11.2.1 Within the first one quarter of the specified availability period, provided that this is at least 6 weeks in advance of the scheduled despatch date: 35%
- 11.2.2 Within the second quarter of the specified availability period, or less than 6 weeks but at least 4 weeks in advance of the scheduled despatch date: 60%
- 11.2.3 Within the third quarter of the specified availability period, or less the 4 weeks but at least 2 weeks in advance of the scheduled despatch date: 75%
- 11.2.4 Within the final quarter of the specified availability period, or within 2 weeks or less from the scheduled despatch date: 100%

For the purposes of Clause 11.2 the specified availability period shall mean the availability period specified in the Company's relevant quotation, or if no valid quotation exists, the time between the date of the Company's order acceptance and the delivery date accepted at that time.

12 FORCE MAJEURE

- 12.1 While the Company will make every effort to fulfil its obligations with regard to the sale, the Company's performance is subject to such variation as it may find necessary as a result of any act of force majeure, including but not exclusive to War, Fire, Flood, Strike, Lockout or other labour dispute, Drought, Legislation, Acts of God or any other cause beyond the control of the Company.

13 GOVERNING LAWS

- 13.1 This Contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits himself to the jurisdiction of the English courts. The Uniform Laws on International Sales shall not apply to it.
- 13.2 Nothing in this contract shall exclude or restrict any liability to which the Company may be subject by reason of any misrepresentation made by it before this contract was made or any remedy available to the Purchaser by reason of such misrepresentation, except as provided by Clause 6.3 above.