



MIDSUMMER

Delivering tomorrow's energy

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Terms and Conditions of sale for credit accounts

Interpretation In these conditions:

Buyer - means the person who makes the purchase through Midsummer Energy.

Seller - means Midsummer Energy, a company registered in England under Company No: 7427197.

Conditions - means the standard terms and conditions of sale for account customers set out in this document and includes any special conditions agreed in writing between the Buyer and the Seller.

Contract - means the contract for purchase and sale of Solar products.

Website - means the websites operated by Midsummer Energy

Writing - includes facsimile transmission and comparable means of communication. The headings of these conditions are for convenience only and shall not affect their interpretation.

Eligibility for Credit Account

- The Buyer must complete the trade credit agreement form and provide two supplier references which must be verified before credit can be granted.

Basis of the sale

- Products may be purchased in a number of ways, either directly by the Buyer online using the Midsummer Energy websites or by the Buyer directing an employee of the

- Seller to purchase the products for them. In all cases the Buyer acknowledges that the sale has occurred.
- Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

Price of the Products

- The Seller shall sell and the Buyer shall purchase products at a price which can be set in a number of ways. The Buyer may purchase the products at a price given by the Seller's price given on the Website, by the Buyer agreeing a quotation with the Seller, or in line with a price agreement already agreed upon by the Buyer and the Seller.
- The price is exclusive of any applicable Value Added Tax (VAT) or other tax on sales, which the Buyer shall additionally be liable to pay the Seller.

Terms of payment

- Subject to any special terms agreed between the Buyer and the Seller the Seller will invoice the Buyer once the order process is complete.
- The Buyer shall pay the price of the products ordered within 30 days of the date of the Seller's invoice. Any alterations to this payment term have to be agreed in writing with the Seller. Receipts for payment will only be issued upon request.
- The Buyer shall pay immediately the total of any invoice which exceeds the credit limit set by the Seller as stated at the beginning of the document.
- If the Buyer fails to make payment on the due date then, without prejudice to any other remedy available to the Seller, the Seller shall be entitled to:
 - Cancel the Contract or suspend further services for the Buyer.
 - Charge interest on overdue invoices and reasonable recovery costs. The Seller understands and will exercise our statutory right to claim interest and compensation for debt recovery costs under late payment legislation if we are not paid according to agreed terms.
 - For account holders in the UK: Interest will be charged at the late payment reference rate plus 8%.
 - For account holders in the EU: Interest will be charged at the ECB base rate plus 7%.
 - For account holders in the US and Rest of the World: The Seller will claim interest if we are not paid according to agreed terms, at the rate of the Bank of England base rate plus 8%.

Credit Account Terms

- The Buyer agrees that the Seller has the right to set Credit Limits on the account as they see fit and to withhold further credit at the Seller's discretion.
- The Seller has the right at all times to terminate the Credit account and not to allow any future purchases

Insolvency This clause applies if:

- The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject of an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
- An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- The Buyer ceases, or threatens to cease, to carry on business; or
- The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further orders to the Buyer without liability to the Buyer, and if orders have been delivered but not paid for then the price for them shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

General

- Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or other such address as may at the time be relevant having been notified pursuant to this provision to the party giving notice.
- The Seller's Conditions of Sale will apply exclusively to all dealings between the Seller and the Buyer.
- No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected.
- The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.