

Nordic GeoThermal

Manufacturers of Maas Wärmepumpe and Maas HVAC equipment

Terms and Conditions

Terms and Conditions of Sale

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before placing your order, if you have any questions relating to these Conditions please contact us via our website at www.nordic-geothermal.com. The following are the Nordic Geothermal Terms and Conditions from 1st January 2009 forward.

"Nordic geothermal" means Nordic Geothermal Limited, together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time, including other trading names or brand names used and its affiliates and subsidiary companies from time to time;

"Conditions" means these terms and conditions;

"Goods" means any goods you purchase from Nordic Geothermal;

"Non-subscription Services" mean any Services other than Subscription Services;

"Personal Information" means the details provided by you to us;

"Services" means any services you order or otherwise purchase under these Conditions;

"Subscription Services" means Services to which you subscribe on an on-going basis, for example technical support Services;

"Us/our/we" means Nordic Geothermal Limited, a company registered in England under the number 5256769 with registered office located at Carleton House, 266-268 Stratford Road, Shirley, Solihull, West Midlands B90 3AD;

"Website" means either one of the websites located at www.nordic-geothermal.com or any other URL which may replace it; and

"You/Your" means the person ordering or otherwise purchasing the Goods or Services.

1. Rights and Obligations

1.1. You undertake:

1.1.1. To pay any amounts due to us in a timely manner as set out in our quotation or web-site;

1.1.2. That the Personal Information you provide is true, accurate, current and complete in all respects;

1.1.3. To notify us immediately of any changes to the Personal Information using the contact details in Section 5;

1.1.4. Not to impersonate any other person or entity or to use a false name.

1.2. We reserve the right to modify the price, specification or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available. We also reserve the right to change or add to these Conditions from time to time.

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal.

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. To make it conform with any applicable safety or other statutory requirements; or

1.4.2. To make it reflect changes in the product specification,

but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed. Whether a change is "Substantial" or not will be determined by us.

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to

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web: www.nordic-geothermal.com

UK: 0560-0039-243

Nordic Geothermal Limited. Registered in England Number: 5256769. VAT No. GB974 6393 71. EORI: GB974639371000

Santander, Bootle, Merseyside, L30 4GB IBAN: GB03 ABBY 0907 2004 0900 71 BIC: ABBYGB2L

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these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control.

1.5.3. The purchase of software products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.6. Subscription Services only:

1.6.1. If you subscribe to Subscription Services, we will give you prior notice of any withdrawal of or changes to the Subscription Services or these Conditions.

(i) Where these changes are to your substantial detriment (which shall include but not be limited to an increase in the price of your Subscription Services of more than 10%), you can choose to cancel any unused portion of the Subscription Services without penalty before any such changes take effect. Your continued subscription to the Subscription Services following such change taking effect shall be deemed to be your acceptance of such change.

(ii) Your right to cancel under Clause 1.6.1 (i) above does not apply where:

(a) Any price increase in relation to the Subscription Services does not exceed the Retail Price Index figure, the Consumer Price Index figure or similar in any twelve month period; or

(b) the increase is as a result of any increase in VAT or other taxes or the introduction of a similar or new tax on the Subscription Service.

1.7. Estimated time frames for delivery of Goods or completion of Services are estimates only and delays may arise due to matters outside of our reasonable control.

1.8. Goods may be subject to EU and US export control laws and laws of the country where they are delivered or used. Under these laws, such Goods may not be sold, leased or transferred to restricted end-users (including to nationals of Iran and other countries of the Middle East) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If Goods are supplied to you subject to any such Export Laws, such supply is subject to you not falling into any such restricted categories.

2. Orders

2.1. Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible.

2.2. When requested by us, you must provide your name, phone number, address, payment details and other requested information.

2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which include debiting your payment method), whichever is the earlier.

2.4. You acknowledge that any automated acknowledgement given when you place an online order shall not amount to our acceptance of your offer to purchase.

2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit beyond our agreed terms. Where payment has been made by PayPal from our web-site we reserve the right to cancel the sale/order by issuing a refund of the payment.

3. Price and Payment

3.1. The price of the Goods or Services (if any) shall be the price of which we inform you prior to accept

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your order. Prices include VAT at current rates unless stated otherwise.

3.2. If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we may:

3.2.1. Where you subscribe to Subscription Services, suspend the Services until payment is received and, if you continue to fail to make payment, cancel this agreement; and/or

3.2.2. Where you have ordered Goods or Non-subscription Services, cancel this agreement; and/or

3.2.3. In any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).

3.3. You confirm that any payment method you use is yours.

3.4. Payment methods are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by failure of such checks or authorisation.

3.5. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

3.6. Irrespective of your receipt of the Goods, the passing of risk or any other provision of these conditions, ownership shall not pass to you until we have payment in full for the Goods.

3.7. Until such time as the ownership passes to you, you shall hold the Goods on our behalf and keep them safe and identified as our property, and we shall be entitled to ask you to return the Goods to us.

4. Cancellation, Returns and Exchanges

4.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of these Conditions in any material way, the other party can terminate these Conditions by giving the other party 7 days' written notice.

4.2. In certain situations, we may be prepared to give you a refund or exchange for Goods if you change your mind.

4.3. Subscription Services only:

4.3.1. Subject to Clauses 4.3.2 and 4.3.3 and without prejudice to Clause 4.1 above or to any other rights we have under the terms of these Conditions, either party can terminate this agreement at any time by giving the other party no less than 30 days written notice.

4.3.2. If Subscription Services come with a minimum term contract, without prejudice to our rights in Clauses 1 and 4.1 above, we will not terminate the Subscription Services during such a minimum term.

4.3.3. You can terminate the Subscription Services within such a minimum term but if you do so other than in exercising your rights under Clauses 1.6.1 and 4.1, we may charge you a cancellation fee.

4.4. Goods and/or Services ordered online or over the phone only

4.4.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Protection (Distance Selling) Regulations 2000.

4.4.2. You may cancel any order for Services any time within 7 working days from the day after placing your order, however, you may not cancel once we have started providing any part of such Services to you with your agreement.

4.4.3. You may cancel any order for Goods at any time within 7 working days from the day after receiving your Goods without liability to us.

4.4.4. A working day is any day except Saturday, Sunday and UK public holidays.

5. Your Personal Information

5.1. We need to collect certain Personal Information to provide you with the Goods and/or Services.

5.2. You agree that we may use, update, share and process your Personal Information in accordance with our privacy policy. Our privacy policy is available upon request.

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Manufacturers of Maas Wärmepumpe and Maas HVAC equipment

6. Limitation of Liability

6.1. We will not be liable for any loss or damage caused by us in circumstances where:

6.1.1. There is no breach of a legal duty of care owed to you by us; and/or

6.1.2. Such loss or damage is not reasonably foreseeable.

6.2. We will not be liable any loss or damage caused wholly or mainly by your breach of our Conditions.

6.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

6.4. Nothing in these Conditions shall:

6.4.1. Exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

6.4.2. Limit your rights as a consumer under applicable UK law.

6.5. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

6.6. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

6.7. Each provision of this Clause 6 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

6.8. All goods are supplied on a Supply Only basis. No part of the installation is our responsibility, unless otherwise specifically stated in our quotation.

6.9. The Customer indemnifies us from any claim whatsoever related to the installation.

6.10. The installation should be carried out in accordance with all safety requirements, regarding temperatures, pressure relief, and limitations of other products on the system our products are fitted to.

6.11. The plumbing and electrical installations are solely the responsibility of the Customer, who by placing an order, indemnifies us from any claim relating to their installation.

6.12. It is the Customer's responsibility to employ a competent Plumber and Electrician and to satisfy themselves with the standard of their work.

6.13. Our proposal of a heating product will be calculated well in excess of the current building insulation standards. In the case of renovation works it is the Customer's responsibility to suitably insulate their building to current standards. Failure to do so may cause the heat pump to run continuously and still not heat the building.

6.14. Expected standards of insulation. The following are the standards of insulation level we expect customers to achieve in their structures. Knowledge of these and compliance with these is solely the responsibility of the Customer. These are UK Building Regulations Part L standards from 2006, and will relate to our products regardless of the country in which they are installed.

Element	U-value
Roof	0.16
Wall	0.3
Floor	0.22
Windows	1.8
Doors	1.8
Permeability	10m ³ /hr.

6.15. Undue wear. Customers failing to achieve the insulation standards set-out in Clause 6.14. will cause our products to be required to operate for longer periods than intended in our Agreement to sell and this will cause undue wear, shorten the lifetime and cause possible premature failure which will not be covered by our warranties.

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6.16. Thermostatic valves on domestic hot water systems. It is the Customer's responsibility to ensure thermostatic valves are fitted to their domestic hot water systems to ensure safe domestic hot water temperature delivery at taps, showers etc. The type, number, position and setting of these thermostatic valves is also the Customer's responsibility. We accept no liability in this respect. Placing of an order with us for hot water products is acceptance of this.

6.17. It is the Customer's responsibility to ensure the quality and adequate supply of electricity for all equipment supplied. Particular attention is drawn to circulating pumps (which are not of our manufacture). All pumps require a minimum of 207V to function properly. If the voltage drops below 207V the circulating pumps will slow causing alarms on geothermal and air-source heat pump equipment. This is neither a fault with the heat pumps nor the circulating pumps but with the quality of the electrical supply. If you experience such problems we can place an electrical monitor on your electrical supply logging voltage every 10 seconds to confirm this is the problem, and supply you with a spread-sheet of the readings. We charge for this on an individual job basis. Please ask if you want this service.

7. General

7.1. Events Beyond the Parties Reasonable Control: If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

7.2. Third Parties: Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

7.3. Assignment: You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

7.4. Governing Law: These Conditions will be governed by English Law and if you are not happy with how we deal with any disagreement and want to take court proceedings, you must do so within the UK.

7.5. Each Clause of these Conditions operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

7.6. Call Monitoring: Monitoring or recording of your calls may take place for our business purposes. Calls to our customer service numbers should incur local call costs from a standard BT line, calls from other providers may vary and calls from mobiles may cost significantly more.

8. Handling Complaints and Sending Notices

8.1. If you wish to make a complaint you may do so in the following way:

8.1.1. By calling our telephone numbers;

8.1.2. In writing addressed to: Nordic Geothermal Limited, Carleton House, 266-268 Stratford Road, Shirley, Solihull, West Midlands B90 3AD; or

8.1.3. Online or by e-mail.

8.2. If you need to send us a notice in relation to these Conditions you can do so in the following way:

8.2.1. by post to Nordic Geothermal Limited, Carleton House, 266-268 Stratford Road, Shirley, Solihull, West Midlands B90 3AD; or

8.2.2. Via our website at www.nordic-geothermal.com

8.3. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

Please e-mail us at techsupport@nordic-geothermal.com if you have any query about our General Terms and Conditions.