

# Terms of Service

## **OGH Energy Solutions Ltd Terms and Conditions of Supply and Service.**

It is important to us that you, our Customer, read carefully and understand these Terms and Conditions before entering into any commercial arrangement or contract with us – OGH Energy Solutions Ltd – as we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are unhappy with. If you are not sure about anything, have any questions or concerns; please contact us using the general contact form on our website [www.offgridhappy.com](http://www.offgridhappy.com) or email [info@offgridhappy.com](mailto:info@offgridhappy.com). We reserve the right to change and/or amend these Terms and Conditions in line with our trading policy and statutory requirements at any time and without notice. So we advise customers to revisit them from time to time and prior to placing an order. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

### **Section 1. Application**

1. These Terms and Conditions will apply to the purchase of Goods, Services and Software Licenses by you (the Customer or you). We are OGH Energy Solutions Ltd whose trading style is Off Grid Happy, a company registered in England and Wales under the registration number: 11360993. Our main contact email address is [info@offgridhappy.com](mailto:info@offgridhappy.com) and telephone number is (UK) +44 (0)1244 263945; (the Supplier or Us or We) whose trading address is: Unit 3, Saltney Business Centre, High Street, Saltney, Flintshire. CH4 8SE.
2. These are the terms on which we sell all Goods, Services and Software Licenses to you. By ordering any Goods, Services and/or Software Licenses, you agree to be bound by these Terms and Conditions. You can only purchase Goods, Services and Software Licenses from us either via our website, over the telephone, via email or post and/or in person if you are eligible to enter into a contract and are at least 18 years old.
3. You may not transfer your rights under any contract.

### **Section 2. Interpretation**

1. Customer means an individual Consumer or bona fide Business seeking to or purchasing Goods, Services and Software Licenses from OGH Energy Solutions Ltd.
2. Agent means any organisation and/or persons appointed or instructed or employed by OGH Energy Solutions Ltd in relation to its business activities.
3. Contract means the legally-binding agreement between you and us for the supply Goods, Services and Software Licenses, as set out in the quotation, order and/or invoice.
4. Delivery Location means the customer's premises or other location where the Goods, Services and Software Licenses are to be supplied and/or registered, as set out in the quotation, order or invoice.
5. Durable Medium means paper or email or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information and allows the unchanged reproduction of the information stored.
6. Goods means the goods advertised on our website, in public advertising and/or offered in a quotation or estimate, order or invoice that we may supply to you of the number and description set out in the quotation, estimate, order or invoice.
7. Services means the services advertised on our website in public advertising and/or offered in a quotation or estimate, order or invoice that we may supply to you of the type and description set out in the quotation, estimate, order or invoice.

8. Software License means a license to use software products advertised on our website in public advertising and/or offered in a quotation or estimate, order or invoice that we may supply to you of the type and description set out in the quotation, estimate, order or invoice. Software License and Software includes computer software, media, printed and electronic documentation.
9. Order means the Customer order for the Goods, Services, Software Licenses as submitted following the step by step process set out on our website, submitted to us using Durable Medium or verbally communicated.
10. Special Order means Goods obtained by OGH Energy Solutions Ltd at the request of the Customer outside of our normal supply and or offering.
11. Merchant Services Provider means a third-party organisation and/or bank used to process payments from you to us either via our Website and/or a link provided/described in an Invoice from us to you, made in person by you using a credit/debit card terminal and/or via a virtual terminal processed by us and hosted by the Merchant Services Provider.
12. Website means the OGH Energy Solutions Ltd website [www.offgridhappy.com](http://www.offgridhappy.com) on which the goods, services and software licenses are advertised.
13. Privacy Policy means the terms which set out how we deal with confidential and personal information received from you via the website, verbally or other Durable Medium.

### **Section 3. Goods**

1. The description of Goods is as set out in the website, catalogues, brochures, datasheets or other form of media or advertisement. Any description is for illustrative purposes only and there may be small discrepancies in the goods supplied.
2. In the case of any Goods supplied, made or configured to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate and to ensure the goods you request/order are fit for your intended purpose.
3. If you re-sell/supply goods to a third party, obtained from us, it is your sole responsibility to ensure that the goods you order are fit for purpose.
4. All Goods offered by OGH Energy Solutions Ltd are subject to availability.
5. We reserve the right to make changes to the Goods which are necessary to comply with any applicable law or safety requirement. We will endeavour to notify you of these changes.

### **Section 4. Services**

1. The description of Services is as set out in the website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be changes to the Services offered without notice.
2. In the case of any Services offered by us to meet your special requirements, it is your responsibility to ensure that any information or specification of what you request and/or order is accurate.
3. Any advice and/or technical support requested and/or provided is given on the express understanding that it is the customer's sole choice whether to accept all or some of that advice and do so entirely at their own risk and expense.
4. All Services offered by OGH Energy Solutions Ltd are subject to availability.

5. We reserve the right to make changes to the Services which are necessary to comply with any applicable law, safety or insurance requirement. We will endeavour to notify you of these changes.

## Section 5. Software Licenses

1. The description of a Software License and Software is as set out in the website, catalogues, brochures or other form of advertisement. Any description is for illustrative purposes only and there may be changes to the Software License and Software.
2. The Customer purchases and is granted a licence to use the Software product that has been provided by OGH Energy Solutions Ltd, subject to the following conditions:

By installing, activating and/or using the Software, you agree to be bound by the terms of its License Agreement and these Terms and Conditions. The customer's rights extend to the use of the software on a single Device unless otherwise stated at the time of order which in these Terms and Conditions means a computer, Smartphone or Tablet; it is a condition of sale that if the Device is later sold, decommissioned or scrapped by the customer then he/she will undertake to remove the Software prior to the sale, decommissioning or scrapping of the Device. You may not decompile or attempt to decompile or disassemble the Software or any of its constituent parts. You may not separate any of the components or elements of the complete product, as delivered electronically or on CD or other media. You may not sub-license, rent, lease, lend or sell the Software license, media or any constituent part of the Software product or use the Software product for commercial and/or financial gain. You may not add additional components, program code, images and/or documentation to the Software. You may not add the Software to other Software programs, embedded, linked or otherwise. You may not transfer your rights under the license agreement or these Terms and Conditions without the express, written consent of OGH Energy Solutions Ltd and/or the originator of the Software.

3. Software Installation is carried out at the Customer's own risk. OGH Energy Solutions Ltd accept no responsibility for the incorrect installation of Software and/or for a customer's Device, operating system, software or peripherals and it is acknowledged by the customer that it is their sole responsibility to ensure that their Device, operating system, software and peripherals are suitable for the installation of Software.
4. OGH Energy Solutions Ltd is not under any obligation whatsoever to provide any support and/or advice for any third-party software, operating system software, Devices, peripherals and/or components belonging to or used by the customer. Any advice requested and/or provided is given on the express understanding that it is the customer's sole choice whether to accept all or some of that advice and do so entirely at their own risk and expense.
5. At the sole discretion of OGH Energy Solutions Ltd, it may from time-to-time offer product updates and/or upgrades for our and/or any third-party software products. It is a condition of installing any update or upgrade that should OGH Energy Solutions Ltd so instruct, the previous version is removed from the host Device entirely prior to installation of the new version, upgraded or updated product.
6. Any software upgrade and/or update will automatically be subject to these Terms and Conditions and Software License agreement.
7. OGH Energy Solutions Ltd would remind all of its customers and Agents and other third parties that Copyright Law and International Treaties protect all software. Unauthorised reproduction and/or use of any software provided by OGH Energy Solutions Ltd, or any part, feature, image, logo or documentation – electronic or otherwise, of any OGH Energy Solutions Ltd or third party software, brand, trademark or Copyright feature or software component, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

## **Section 6. Basis of Sale**

1. The description of the Goods, Services and Software Licenses on our website and in other advertising does not constitute a contractual offer to sell the Goods, Services and Software Licenses. When an order has been submitted on the website or emailed or submitted on Durable Media, we can reject it for any reason although we will endeavour to advise you of the reason without delay.
2. The order process is set out on the website and may also be included in other Durable Media. Each step allows you to check and amend any errors before submitting an Order. It is your responsibility to check that you have used the ordering process correctly.
3. A Contract will be formed for the sale of Goods, Services and Software Licenses, when you receive a submission confirming the order. This submission may be by way of an electronic order confirmation by email or automated acknowledgement and/or receipt, invoice and/or delivery note. You must ensure that the order is correct and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the order placed by you. By placing the order, you agree to us giving you confirmation of the contract by electronic order confirmation, by email or automated acknowledgement and/or receipt. You will receive this in reasonable time but not later than the delivery of any Goods, Services and Software Licenses.
4. Any Quotation or Estimate is valid for a period of 28 days from its date, unless we expressly withdraw it at an earlier time.
5. No variation of the Contract, whether about description of the Goods, Services or Software License, Fees, Charges or otherwise can be made after it has been entered into unless the variation is agreed by the Customer and Supplier in writing.
6. We intend that these Terms and Conditions apply to a Contract entered into by you as a Consumer or bona fide Business. If this is not the case, you must tell us so we can provide you with different contract terms which may be more appropriate for you.
7. You will indemnify us in full against claims or loss arising out of any negligence, carelessness or breach of any of these terms by you, your employees or agents.

## **Section 7. Price and Payment**

1. The price of the Goods, Services and Software Licenses together with any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.
2. Prices and charges may be quoted exclusive of/or include VAT at the rate applicable at the time of order. If you require a VAT invoice and have not received one, please request it and we will provide it by return.
3. Where an order is placed via the Website, you must pay by submitting your payment details which may include your Credit or Debit card details with your Order to enable immediate payment or otherwise before delivery of the Goods, Services or Software License.
4. We may use a third-party Merchant Service Provider such as Square, PayPal or other Merchant Service Providers to process the transaction payment. You will be advised on the Website and/or invoice which Merchant Service Provider will process your payment. It is your responsibility to meet the respective terms and conditions of the Merchant Service Provider used to process the transaction.
5. Should you cancel a transaction directly with the Merchant Service Provider used to process your payment, without adhering to these Terms and Conditions in full and/or our Contract, you agree to compensate us in

full for any charges we may incur or be liable for from the Merchant Services Provider where they withhold, Return, Process and/or Refund your original payment, in full or in part.

6. Where Goods, Services or Software Licenses are not purchased via the website, we may offer alternative payment arrangements at our discretion. These may include direct Bank to Bank transfer from your bank account to ours or in cash. We do not accept payment by cheque.
7. Where bank charges may apply for international Bank to Bank transfer from your bank to our bank, you agree to pay those charges when you instruct your bank to transfer money to our bank in payment for an Order.
8. We may require a deposit prior to Goods, Services or Software Licenses being purchased by ourselves to meet your order requirements or instructions. If we have placed an order with a third-party supplier for any Goods, Services or Software Licenses, any such deposit paid by you to us will be non-refundable.
9. It is the Customer's responsibility to ensure that they have sufficient funds available to meet their financial obligations when placing an order under these Terms and Conditions. Should you, the Customer default on payment, you, the Customer agrees to pay their outstanding account in full, in accordance with these Terms and Conditions and/or any Terms agreed in writing, immediately together with any additional charges/fees for late payment. If there is any reason why the balance has not been cleared and/or you are experiencing difficulty in meeting your financial obligations, please contact us to discuss how we may resolve the matter.
10. At our discretion, late payment charges may be applied including a Late Payment Recovery Fee of £40.00 for debts up to £999.99; £70.00 for debts from £1,000.00 to £9,999.99 or £100.00 for debts over £10,000.00 together with statutory interest of 8% plus the Bank of England base rate, applied daily until the balance is cleared in full. Please be advised that should further recovery action be required, this may add additional charges. The customer will be liable for all costs incurred by OGH Energy Solutions Ltd, its owners and/or third-party Agents in the collection of outstanding debts.
11. You may not withhold payment because of any dispute, or claim any set off.
12. We may apply any payment to any invoice and ignore contrary instructions given by you.
13. We may require a deposit as a term of the contract.
14. Deposits are not refundable.

## **Section 8. Delivery and Title**

1. You do not own the Goods until we have received payment in full. Upon payment in full of the accepted Order value and/or Invoice value including all taxes and charges that are described in the Order and/or Invoices and any subsequent Invoice pertaining to the Order and/or other charges that may apply and/or are described in these Terms and Conditions, title in goods, with the exception of software licenses, passes to the Customer. If payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel and end any right to use the Goods still owned by you, in which case you must return them in adherence to our Returns Policy or allow us to collect them at your cost.
2. A Software License is a license to use a software program or application (App). You will not have ownership of any software program or application irrespective of the price paid to use it under the Software License Terms.
3. We will deliver the Goods to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay and in any event not more than 30 days after the day on which the Contract is entered into. Where Goods are not available from stock held by OGH Energy Solutions Ltd, we will advise

you if there is likely to be an unreasonable delay in supplying the Goods in which case we may offer a suitable alternative. If, for any reason, we are unable to supply the Goods ordered and no suitable alternative is available, we may cancel the order in part or in whole and the customer's payment may be refunded in part or in whole.

4. In any case, regardless of events beyond our control, if we do not deliver the Goods, or if delivery by a date specified and agreed to when the order was accepted, you can (in addition to any other remedies) treat the Contract at an end if: (a) We have refused to Deliver the Goods, or if delivery on time is essential taking into account all the relevant circumstances at the time the Contract was made, or (b) you said to us before the Contract was made that delivery on time was essential; or After we failed to deliver on time, you have specified a later period which is appropriate to the circumstances and we have not delivered within that time period.
5. If you treat the Contract at an end, all Goods that have been delivered must be returned to us without delay. If you require us to collect Goods from you, you will reimburse us for the cost of the collection. Upon receipt of returned Goods to us we will return payment in full for the Goods returned provide they meet the requirements of our Returns Policy details of which is available on our Website at [www.offgridhappy.com](http://www.offgridhappy.com) and/or will be provided on request.
6. If any Goods form a commercial unit (a unit is a commercial unit if division of the unit would materially impair the value of the Goods or the character of the unit) you cannot cancel or reject the Order for some of those Goods without also cancelling or rejecting the Order for the rest of them.
7. We do not generally deliver to addresses outside of the United Kingdom of England and Wales, Scotland, Northern Ireland, the Isle of Man and Channels Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import/export duties or other taxes, as we will not pay them. It is your responsibility to ensure that you are aware of such duties and taxes together with any export limitations and enter into a Contract with us in that knowledge.
8. You agree that we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
9. If you or your nominees fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge you the reasonable costs of return to us of the Goods (if we incur any expense regarding the return of Goods), of storage and redelivering them.
10. Risk of damage to, or loss of, any Goods in whole or in part, will pass to you when the Goods are delivered to you or you have collected them from us. You must examine the Goods before accepting them. Any deficiency or damage to the Goods must be notified to OGH Energy Solutions Ltd prior to accepting the Goods or within 24hours of receiving them at your Delivery Location.
11. Should you nominate a third party to receive the delivery of Goods, you remain entirely responsible for those Goods in the same way and with the same responsibilities described within these Terms and Conditions, if you were to receive the Delivery directly to yourself. You may not transfer any of your rights and responsibilities to any third party under these terms.
12. Should you purchase a Software License, Delivery of that Software License will be deemed to have been completed upon payment in full of the Order or Invoice and when you have received a link and/or instructions to download/install the Software.
13. Delivery of Services to you by OGH Energy Solutions Ltd will be at a place and time agreed to, prior to placing an Order. The provision of any such Services is at the sole discretion of OGH Energy Solutions Ltd. It is the Customer's responsibility to ensure that access, if required, to/at the location where any Services are to be

delivered and/or provided, is available without hindrance. If, upon arrival at the designated location, and for any reason we are unable to gain access to the location, we will endeavour to gain that access if possible and within a reasonable time scale. However, we reserve the right to charge you for the time spent travelling to and from that location and the time spent trying to gain access to the location should we be unable to gain access and deliver the Service.

## **Section 9. Withdrawal and Cancellation**

1. You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason and without incurring any liability.
2. You can cancel the Contract except for Goods which are made to your special requirements (the Return Right) by telling us no later than 14 calendar days from the day the Contract was entered into, if you simply wish to change your mind and without giving us a reason and without liability, except in that case, you must return to our business premises as described in our Returns Policy, the Goods in undamaged condition in the original undamaged packaging at your own expense. Upon receipt of returned goods that comply with our Returns Policy, we will without reasonable delay, refund the price for those Goods which have been paid for in advance, but we can retain any separate delivery charge. This does not affect your rights when the reason for the cancellation is any defective Goods. This Returns Right is different and separate from the Cancellation Rights below.
3. Where Goods have been purchased via our Website and/or mail order, this is a Distance Contract (as defined below) which has the cancellation rights (Cancellation Rights) set out below. These Cancellation Rights, however, do not apply, to a Contract for the following goods (with no others) in the following circumstances:
  - a) Goods that are made to your specifications or are clearly personalised;
  - b) Goods which are liable to deteriorate or expire rapidly;
  - c) Goods which may be deemed Special Order where OGH Energy Solutions Ltd may incur penalty, financial or otherwise, and cost in returning those Special Order goods to the original supplier to OGH Energy Solutions Ltd.
4. Also, the Cancellation Rights for a Contract cease to be available in the case of any sales contract, if the Goods become mixed inseparably (according to their nature) with other items after delivery.
5. Under distance selling regulations where they apply to this contract as stated in these Terms and Conditions, for Goods purchased via our Website, you can cancel this contract within 14 days without giving any reason. Furthermore:
  - a) The cancellation period will expire after 14 days from the day on which you acquire, or a third party, other than the carrier indicated by you, acquires physical possession of the last of the Goods. In a contract for the supply of Goods over time (ie subscriptions), the right to cancel will be 14 days after the first delivery.
  - b) To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a clear statement setting out your decision (eg a letter sent by post or email communication). Verbal cancellation or a message left over the telephone will not be accepted as a notice to cancel the Contract.
  - c) Within a reasonable time from your notification to us, that you wish to cancel an Order, we will acknowledge receipt of your notification in a Durable Medium (eg by email).
  - d) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your right to cancel before the end of the cancellation period has expired.

e) Except as set out below, if you cancel this Contract, we will reimburse you all payments received from you, including the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than the least expensive type of standard delivery offered by us).

6. We may make a deduction from any reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you (ie handling the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods: eg it goes beyond the sort of handling that might reasonably be allowed in a shop). This is because you are liable for that loss and, if that deduction is not made, you must pay us the amount of that loss.
7. Where a Contract has been cancelled under these Terms and Conditions, upon receipt of returned Goods, we will reimburse the Customer in whole or in part as described subject to these Terms and Conditions and our Returns Policy, without undue delay.
8. We may make any reimbursement using the same method of payment that you used for the initial transaction unless we are unable to do so for technical reasons in which case, we reserve the right to reimburse you using an alternative method. In any event, you will not incur any additional fees as a result of the reimbursement.

## **Section 10. Conformity and Guarantee**

1. We have a legal duty to supply Goods in conformity with the Contract and will not have conformed if it does not meet the following obligation; Upon Delivery, the Goods will:
  - a) Be of satisfactory quality;
  - b) Be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held by us or set out in the contract; and
  - a) conform to their description.
2. It is not a failure to conform if the failure has its origins in your materials, workmanship, installation or commissioning of the goods.
3. Given the nature of products/systems that use solar photovoltaic panels to generate electrical energy are totally reliant on solar irradiance, any indication of performance is purely speculative and based on manufacturers published performance data and calculations. No guarantee and/or warranty of performance and/or efficiency of such systems and components is offered or made for the performance or efficiency of such systems/components supplied by us.
4. We will immediately, or within a reasonable time, give you the benefit of the free guarantee/warranty given by the manufacturer of the Goods. Details of the guarantee/warranty, including the name and address of the manufacturer, the duration and territorial scope of the guarantee/warranty, are set out in the manufacturer's guarantee/warranty supplied with the Goods. This guarantee/warranty will take effect at the time the Goods are delivered and will not reduce your legal rights.
5. Where a manufacturer provides the option of registering your purchase and guarantee/warranty with them, whilst not a requirement or condition of our Contract, we would urge the customer to complete the product/guarantee/warranty registration. Should a customer need to confirm the date of purchase/date of delivery at some point in the future, we will endeavour to provide that information as quickly as possible; however, it is the customer's responsibility to meet the requirements of any guarantee/warranty required by

the manufacturer. Should a Customer fail to meet the requirements of a manufacturer's guarantee/warranty, legal, lawful or otherwise, any liability arising from that failure rests solely with the Customer and OGH Energy Solutions Ltd has no liability whatsoever.

6. We will endeavour to provide the following after sales Service: We will offer reasonable support to the Customer if they are installing and/or activating their new equipment (Goods) themselves. This support may be provided free of charge at the discretion of OGH Energy Solutions Ltd or may be a chargeable Service of OGH Energy Solutions Ltd and/or as quoted to the Customer in advance of any Order being placed or subsequently requested by the Customer. It is incumbent on the Customer to notify OGH Energy Solutions Ltd in advance of any Order, of any post-sale support they require including the nature of that requirement. OGH Energy Solutions Ltd makes no offer or guarantee of post-sale support, when or if that support may be made available to the Customer.
7. Where the customer wishes to make any claim under the manufacturer's guarantee or against any warranty, you should first notify us of any such claim either by post or email or by completing and sending a form from our website to us. We will then advise the correct procedure for making such a claim, applicable to the guarantee or warranty or manufacturer.
8. Where a Customer believes the Goods supplied are faulty, in the first instance, this must be notified to OGH Energy Solutions Ltd at the earliest reasonable opportunity either via email or using the contact form on our Website. The Customer agrees to allow us, our nominated third party and/or the manufacturer to use any reasonable means which includes but is not limited to, remote diagnostic interrogation, to examine and/or interrogate Goods supplied that you suspect may be faulty in an effort to diagnose and repair any fault in situ and before requesting a return authorisation as detailed in our Returns Policy below.
9. We shall not be liable for any claim under any guarantee or warranty arising from your failure to install, commission and/or use goods supplied in accordance with any written instructions supplied.

## **Section 11. Returns Policy**

1. Prior to returning any Goods to OGH Energy Solutions Ltd, you are required to obtain a Returns Authorisation Number (RAN) reference from OGH Energy Solutions Ltd. This authorisation reference number will take the form of a reference number preceded by the notation RAN: and provided to you by us verbally and/or in the form of a Durable Media such as email, and must be quoted on all correspondence regarding the return of Goods purchased by you. The Returns Authorisation Number must be depicted on any label and/or shipping documentation submitted with and/or attached to any consignment that is shipped back to OGH Energy Solutions Ltd under this Returns Policy.
2. Goods returned without a Returns Authorisation Number reference will be deemed unsolicited and we reserve the right to charge a handling charge before accepting the Goods as our responsibility. This charge may be equal to or less than the total Invoice value of the Goods when originally supplied to the customer.
3. It is a condition of our Returns Policy that forms part of our Terms and Conditions that no labels, stickers, document wallet, permanent or semi-permanent attachment is attached to the Goods and/or original packaging and furthermore, that no writing, note or other wording is made in ink or any other method or media on the original packaging. Where a label, sticker or other form of identification or instruction is required, for delivery or other purposes, you must cover the original packaging in a removable cover (such as paper, cardboard, pallet wrap etc) prior to any such label, sticker, document wallet or writing is attached, added or written on the package. Should the Customer fail to comply with this instruction, the Customer will be liable for the costs of replacing packaging and/or any penalty from the manufacturer that the manufacturer may levy against OGH Energy Solutions Ltd as a result of OGH Energy Solutions Ltd returning the goods to the manufacturer.

4. Unless exceptions detailed in our Terms and Conditions apply, the return of any Goods will be at the Customers cost. It is the Customers responsibility to ensure the Goods and delivery to us is insured to the full replacement value of the Goods being returned. All liability for incorrectly addressed consignments, failed delivery for any reason whatsoever or loss in transit to us, remains with the Customer until such time that the Goods are in our possession when that responsibility in the Goods becomes ours.
5. We will notify the Customer upon receipt of returned Goods and as part of this Returns Policy, will advise the customer within a reasonable time, the condition of the Goods returned including packaging.
6. We will only accept returns under our Returns Policy, from the original customer who purchased the Goods.

## **Section 12. Circumstances Beyond the Control of Either Party**

1. In the event of any failure by a party (Supplier, Customer or Business) because of something beyond its reasonable control, the party will advise the other party as soon as reasonably practicable, and the party's obligations will be suspended so far as is reasonable, provided that the party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel.

## **Section 13. Excluding Liability**

1. The Supplier does not exclude liability for:
  - a) any fraudulent act or omission; or
  - b) for death or personal injury caused by negligence or breach of the Suppliers other legal obligations.

Subject to this, the Supplier is not liable for:

- a) any loss which was not reasonably foreseeable to both parties at the time the Contract was made, or
- b) any loss (eg loss of profit) to the customer's business, trade, craft or profession.

## **Section 14. Governing Law, Jurisdiction and Complaints**

1. The Contract (including any non-contractual matters) is governed by the Law of England and Wales.
2. Disputes can be submitted to the jurisdiction of the courts of England and Wales.
3. We try to avoid any dispute, so we deal with complaints in the following way: If the Customer encounters an issue which may or may not lead to a dispute, in the first instance, they should notify us, the supplier, using the general contact form on our Website or by email to [support@offgridhappy.com](mailto:support@offgridhappy.com). It is important that the initial contact is made in this way to enable us to record the details and deal with the issue effectively. We aim to acknowledge receipt of the initial contact within 24 hours and will endeavour to respond with an appropriate solution within 5 working days. We may require further information during this process and the Customer will not unreasonably withhold any information regarding the nature of their complaint.
4. The Customer has the right and expectation of escalating any issue to the Director/s of OGH Energy Solutions Ltd if at any point in the process; they are dissatisfied with the service level that they receive in dealing with a complaint.
5. We aim to follow a Code of Conduct in all our dealings with our Customers and suppliers. Our Code of Conduct can be viewed on our Website or on request, it will be emailed to you.

## **Section 15. Disclaimer**

1. Information contained on our Website [www.offgridhappy.com](http://www.offgridhappy.com) is for general information purposes only.
2. Although we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Website or the information, Goods, Services, or related graphics contained on the Website or provided to you in any form, for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
3. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of our Website or provided to you in any form, for any purpose.
4. Through our Website you may be able to link to other Websites which are not under our control. We have no control over the nature, content and availability of those Websites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
5. Every effort is made to keep the [www.offgridhappy.com](http://www.offgridhappy.com) Website available and running smoothly. However, we take no responsibility for, and will not be liable for, the Website being temporarily unavailable due to technical issues beyond our control.

## **Section 16. Privacy Policy**

1. Your privacy is important to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
2. These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy which can be found on our Website ([www.offgridhappy.com](http://www.offgridhappy.com)) and our Cookies Policy which can also be found on our Website.
3. For the purposes of these Terms and Conditions:
  - a) "Data Protection Laws" means any applicable Law relating to the processing of Personal Data, including but not limited to the Directive 95/46/EC (Data Protection Directive) or the GDPR.
  - b) "GDPR" means the General Data Protection Regulation (EU) 2016/679.
4. We are a Data Controller of the Personal Data to us so we can provide Goods, Services and Software Licenses to you.
5. Where you supply Personal Data to us so we can provide Goods, Services and Software Licenses to you, and we Process that Personal Data in the course of providing Goods, Services and Software Licenses to you, we will comply with our obligations imposed by the Data Protection Laws:
  - a) before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
  - b) we will only Process Personal Data for the purposes identified;
  - c) we will implement technical and organisational measures to ensure your Personal Data is secure.
6. For any enquiries or complaints regarding data privacy, you can contact our Data Protection Officer at the following email address: [dp@offgridhappy.com](mailto:dp@offgridhappy.com)