

ALTO ENERGY LIMITED

TERMS & CONDITIONS (CONSUMER)

Based on HIES Model Contract E – V2.2



Important Notice:

These terms and conditions of sale are for all purchases of products by consumers from Alto Energy Limited. If you are purchasing goods as a business (i.e. in connection with your business, trade, craft or profession) please refer to our terms and conditions of sale for businesses.

1. These are the Terms, which together with the Order comprise the Contract between You and Us. You should read them carefully. The Contract will commence on the day that you confirm acceptance in writing. If you are a consumer (i.e. an individual acting for purposes that are wholly or mainly outside your business, craft, trade or profession), this document (together with the documents expressly referred to on it) tells you information about us and contains the legal terms and conditions on which we sell Goods & Services to you.

2. In this Contract We refer to:

HIES: means the Home Insulation and Energy Systems Quality Assured Contractors Scheme (a division of the Integrity Foundation (reg. no. 07972075)) and which has prepared the Model Contract which forms the basis of these Terms.

Goods: means the items specified in the Order that We have agreed to supply to You.

Installation Plan: means the plan which We will produce to explain what is going to happen, any health and safety issues that You need to be aware of, advise You about any preparations that You may need to make (such as moving furniture or valuables or clearing space), the arrangements for access to Your property by the installation team, any special instructions to protect Your children or pets and what We will be doing with waste and materials that We need to take away.

Order: means the detailed description of the Goods and Services that You require Us to supply to You and any documents referred to therein, including but not limited to the quotation, acceptance form, performance estimate, heat loss design, end user warranty agreement and any communications from us relevant to the delivery of your Order.

Preparatory Work: means any work that We are contracted to do prior to installation of the Goods.

Services: means the delivery, installation and professional services specified in the Order that We have agreed to provide to You.

We, Us, Our: means Alto Energy Limited, a company registered/trading in England with register number 10510963 whose registered/trading address is Alto Energy, Orchard Works, Carterton Industrial Estate, Carterton, Oxfordshire, OX18 3EZ.

You, Your: means the person(s) whose details are set out in the Order.

Information we are required to give to you

This information may appear elsewhere on your order, but is reproduced here for convenience. It must appear somewhere on your contract.

3. Alto Energy Limited is authorised and regulated by the Financial Conduct Authority, with Firm Registration Number 782934 (only relevant for contracts with a credit agreement)
4. The price of the goods and a breakdown, where appropriate, of how that price has been reached, including:
 - a. Delivery charges (where applicable; we typically do not charge delivery)
 - b. VAT charges
 - c. Any statutory fees (where applicable; you are responsible for all statutory fees)
 - d. Any charges for credit
 - e. Any other costed items and whether optional or mandatory
5. The terms and conditions associated with any special offer, inducement or incentive as part of the deal.
6. Information regarding any manufacturer warranties relating to the Goods, as well as the requirements to service them. You can find details about our service options and technical support services on our website: <https://www.altoenergy.co.uk/support>

Alto Energy Limited

Directors: Scott Greening | David Webb

Registered Address: Orchard Works, Carterton Industrial Estate, Carterton, Oxfordshire, OX18 3EZ

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7. By placing the Order, You give Us permission to go ahead with any Preparatory Work specified in the Order. If You change Your mind and cancel the Contract after commencement of these Preparatory Works, You will be charged a reasonable proportion of the fees shown for them on the Order. You and Us can, by agreement confirmed in writing, vary the Goods, Services or Terms of this Contract.

Changing your mind

8. If we are making the Goods to Your specific measurements in advance delivery, Your rights to cancel last for 7 days from the date of Your contract. Otherwise, Your rights to cancel as a consumer last for 14 days after the last of Your Goods are delivered. You can find out more information about Your rights to change Your mind at www.hiesscheme.org.uk. To change Your mind and cancel Your contract You should tell us as quickly as possible and confirm this in writing. We have supplied a tear off slip below which You can use, but You do not need to. You can notify us by any means (see Contact Us).
- If preparatory work has taken place (such as a survey, or design work) you are entitled to change your mind however we are entitled to charge a reasonable amount for the work that has been carried out.
 - If no work has commenced but Goods have been delivered, you are entitled to change your mind and receive a full refund for any goods delivered. You will need to return them to us in their original, unpackaged condition, otherwise we may charge you for the reduction in value of the Goods. We can arrange collection however you will be liable for any collection fees.
 - If installation has commenced or been complete, you are entitled to change your mind however you will not be entitled to a refund of any goods that have been installed.

Delivery and installation

9. We aim to complete the delivery on or about the date We have agreed with You, but We will liaise with You over any reasonable changes to that. For the avoidance of doubt time is not of the essence in respect of the estimated date that We aim to deliver the Goods and commence Your installation. Our logistics department will arrange delivery with you and will write to you with instructions regarding your delivery. These instructions will form part of the contract. You acknowledge and accept that we may deliver the Goods in instalments.
10. Your installer will liaise with you to organise an installation plan. We are not party to these discussions and bear no responsibility in respect of timescales for completion of the installation.
11. You are responsible for the removal of waste from the site. If you take the waste away, you must undertake to use an appropriately licensed waste carrier.

Payment terms

12. The full Price is shown clearly on the Order. We may amend the Price, by agreement with You, following a survey or any other additional matters that arise in the course of delivering the Services.
13. You will pay for the Goods and Services as follows:
- You will pay Us a deposit of up to 25% of the Price. Please note, HIES will not cover deposits in excess of 25% or £5,000.
 - Once you are ready to proceed with delivery of the Goods You will pay Us a further staged payment amount equivalent to the value of the goods and they will be assigned to You.
 - On completion of the installation, You will pay the balance of any sums due within 7 days.
14. We accept payment by bank transfer, debit or credit card.
15. The non-payment of any payments due by the relevant due date, may incur additional charges. We may levy interest at a rate of 8% above the base rate of Barclays Bank plc. Any interest due will be calculated and added to Your bill and accrue from the date on which payment was due to the date of payment whether before or after any judgment. We may also add any legal, debt recovery or processing fees to the amount due.

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Defective Goods or Service

16. Subject to the exclusions set out below, we warranty that the Goods will, at the time of delivery, correspond with their specification and be free from defects in material and workmanship.
17. To the extent we are able to, we will pass on to you the benefit of any third party manufacturer/supplier warranty that is applicable to the Goods you purchase from us. Certain warranties may require you to contact the manufacturer/supplier directly in order to register your Goods and/or your contact details with them or in order to make a claim under their warranty.
18. In any event, any warranty will be subject to the terms set out in your End User Warranty Agreement and subject to the following conditions:
 - a. We shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
 - b. We shall be under no liability in respect of any defect arising from fair wear or tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in Writing), misuse or alteration or repair of the Goods without the Company's approval;
 - c. We shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the Due Date for payment;
 - d. The above warranties do not extend to parts, materials or other equipment not manufactured by us, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to us or any warranty or guarantee we have provided in relation to the same, details of which will be included in the Quotation.
19. You shall not be entitled to withhold payment due to an alleged minor defect.
20. If You have a concern or complaint about the Goods or Service please let Us know as soon as possible (See Contact Us). Your rights as a consumer are set out in legislation and You can find out more about them at www.hiesscheme.org.uk.
21. If You do identify a fault or problem with the Goods, please contact us. We will investigate the fault, which may include coming back to Your property if necessary. You agree to cooperate with Us to enable Us access to Your property.

Dispute resolution

22. In the event of an unresolvable issue, You can refer Your case to Our nominated alternative dispute resolution provider through HIES, QA Scheme Support Services LTD and the Dispute Resolution Ombudsman, HIES Can be contacted at:

T: 0344 324 5242

E: info@hiesscheme.org.uk

www.hiesscheme.org.uk

Centurion House, Leyland Business Park, Centurion Way, Leyland, PR25 3GR

This Contract is subject to the applicable laws of England, Wales, Scotland and Northern Ireland and save that the parties agree that, in the event of a dispute, We will exclusively attempt to resolve the dispute through HIES's alternative dispute resolution services, the courts of England and Wales shall have exclusive jurisdiction to hear any dispute arising from this Contract.

Using your personal information

23. We will use the personal information You provide to Us in accordance with the Data Protection Act 2018 ,General Data Protection Regulations and more specifically to:
 - a. Supply the Goods and Services to You

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- b. Process any payments that You make for the Goods and Services, including if necessary conducting credit reference check;
 - c. Register Your installation with any relevant bodies, including Your deposit protection and insurance backed guarantee and any competent persons scheme;
 - d. Address any concerns or complaints that You have about the Goods and Services, including liaison with HIES and QA Scheme Support Services Limited or The Dispute Resolution Ombudsman where the law requires Us to share.
24. On the Order, We have asked You to indicate whether or not You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes and You may notify Us of any changes to those wishes (See Contact Us).

Our responsibility for loss or damage suffered by you

25. If we fail to comply with these Conditions, we are responsible for costs, loss or damage you suffer that is a natural, foreseeable consequence of our breach of these Conditions or our failing to use reasonable care and skill, but we are not responsible for any costs, loss or damage that is not so foreseeable (for example, payments due from you to any third party under any contract or arrangement of which we have no knowledge at the time the Contract is entered into). Loss or damage is foreseeable if it was obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.
26. You acknowledge and accept that you must take steps to mitigate any costs, losses and or damages that you may suffer in the event that we fail to comply with these Conditions.
27. As you are a consumer, you agree not to use the Products (or any of them) for any commercial, business or re-sale purposes, and in any event we will have no liability to you for any loss of profit or revenue, loss of enjoyment, loss of or damage to reputation or goodwill, loss of business, business interruption, or loss of business opportunity.
28. We do not in any way exclude or limit our liability for:
- a. Death or personal injury caused by our
 - b. negligence or that of our employees, agents or subcontractors;
 - c. Fraud or fraudulent misrepresentation;
 - d. Any liability or responsibility that cannot be excluded or restricted under section 31 of the Consumer Rights Act 2015;
 - e. Defective products under the Consumer Protection Act 1987; or
 - f. Any other liability for which it would be unlawful for us to attempt to limit or exclude liability.

Events outside our control

29. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.
30. An Event Outside Our Control includes any act, event, non-happening, omission or accident outside our reasonable control and includes in particular (but without limitation) the following:
- a. Strikes, lock-outs or other industrial action;
 - b. Civil commotion, riot, invasion, terrorist attack or threat or risk of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c. Fire, explosion, storm, flood, extreme or adverse weather, earthquake, subsidence, pandemic or other natural disaster;

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- d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- e. Impossibility of the use of public or private telecommunications networks;
- f. The acts, decrees, legislation, regulations or restrictions of any government;
- g. Denial of service attacks or other types of attacks that are directed toward the infrastructure that supports the Site and/or our computer systems;
- h. Any type of outage or service degradation relating to the unavailability of a financial institution including, but not limited to, issuers and/or acquirers or any third party switch or processing system; or
- i. Any failure or service outage or shortage of raw materials that falls outside of our control (e.g. default or failure of our suppliers or sub-contractors).

Creating the System design

31. After you have submitted your order to us, we will work with you on the design of the heating system into which the Goods are to be incorporated and/or will comprise ("System"). During this process, we may ask you to provide us with certain instructions and/or information order to carry out that design work. If you do not, within a reasonable time of us asking for it provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/information, you accept that this may cause a delay in the time it takes for us to deliver the Products to the Delivery Address. We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it (including information we ask you to provide in clause 6.4).

As part of the design work referred to herein, we will agree with you a target internal room air temperature value, being the target room air temperature that the System needs to attain, relative to a given outside temperature ("Design Room Temperature"). If we do not discuss or we are unable to agree the Design Room Temperature, the Design Room Temperature shall be deemed to be in-line with Microgeneration Certification Scheme ("MCS") standards (as in force on the date of the Contract), relative to an outside air temperature taken from the MCS standards. In any event the final System design information will be communicated to you.

Changes to the specification

32. Please take the time to read and check our quotation document and our technical documentation to make sure all the information set out in them is correct. If you wish to make a change to a Goods you have ordered and/or the specification, please let us know. We will let you know if the change is possible. We reserve the right to refuse requested changes to the Goods/specification. If the change is possible and we agree to it (at our discretion), we will let you know about any changes to the purchase price, the timing of delivery of the goods to you or anything else which would be necessary as a result of your requested change and we will ask you to confirm whether you wish to go ahead with the change or whether you wish to continue on the basis of the existing specification. We will not proceed with your order until you have confirmed your instructions.
33. We may change any Goods and/or the specification (in whole or in part):
- a. Which we are required to make to reflect changes in relevant laws and/or regulatory requirements; or
 - b. If there is an Event Outside Our Control
34. During the process of processing your order and/or manufacturing certain goods (e.g. bespoke products) we may need certain instructions/information from you, so that we can process and/or deliver your order to you. For example, we may need you to provide us with instructions/information about the Delivery Address. If you do not, within a reasonable time of us asking for it (e.g. in person, by email or by telephone), provide us with the instructions/information we need from you, or you provide us with incomplete or incorrect instructions/ information, you accept that this may cause a delay in the time it takes for us to deliver the Goods to the Delivery Address or we may end the Contract (see clause 12.1). We will not be responsible for late delivery of the Products or not providing any part of them if this is caused by you not giving us the instructions/information we need within a reasonable time of us asking for it.

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Other important terms

35. You are responsible for:
- All terms related to the Boiler Upgrade Scheme grant and/or any other grant or government funding necessary or which you decide to obtain in respect of the Goods and Services.
 - Complying with all planning laws and regulations in respect of the installation of the Goods (e.g. applying for and obtaining any necessary planning permission/approval/consents);
 - Arranging for the installation (whether by third party installers or otherwise) of the Goods. We also have no liability/responsibility to you for the acts or omissions of any third party installer of the Goods (including damage to your plumbing and heating systems, damage to your water supply and/or wasted water), unless their acts or omissions are taken as a result of our direct instructions or directions.
 - All intellectual property rights in or in connection with any Goods and/or any materials, designs, drawings, instructions and/or specifications in connection with the Goods remain at all times in our ownership (or that of our licensors). You acknowledge and accept that you will not own or acquire any intellectual property rights (e.g. copyright) in respect of the same and, to the extent you do so, all such rights are hereby assigned to us.
36. All amounts due under the Contract shall be paid in full, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
37. Our right not to accept orders and applicable refund. We may decide not to accept an order from you for Goods. If we do so, if you have made any payment in advance for the Products, we will refund you the full amount you have paid as soon as possible.
38. The Contract is between you and us. No other person shall have any rights to enforce any terms that apply to the Contract.
39. Each of the clauses of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses (and part clauses, where relevant) will remain in full force and effect.
40. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.
41. These Terms are governed by English law and you or we can bring legal proceedings in respect of the Contract and/or the Goods in the English courts. If you live in Scotland you or we can bring legal proceedings in respect of the Contract and/or the Goods in either the Scottish or the English courts. If you live in Northern Ireland, you or we can bring legal proceedings in respect of the Contract and/or the Goods in either the Northern Irish or the English courts.
42. We may transfer this agreement to someone else. We may transfer our rights under any Contract to another organisation, but this will not affect your rights or obligations under these Terms. You may only transfer your obligations under these Terms to another person if we agree in writing.

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