

Electric Ireland Solar PV and Battery Storage Terms and Conditions

1. Definitions

a. In these terms and conditions, the words below have the following meanings:

- 'Additional Works' means any products or works listed as such on the Quotation.
- 'Commencement Date' means the date on which We issue You with written acceptance of the Order and the Deposit (where relevant).
- 'Conditions' means these general conditions.
- 'Contract' means the contract between You and Us to which these conditions apply, comprising, the Order, the Hire Purchase Agreement (if used) and these Conditions.
- 'Deposit' means the deposit payable by You to Us before We supply You with the Works where you have decided to purchase the Products by Hire Purchase Agreement.
- 'Hire Purchase Agreement' means the Hire Purchase Agreement to be entered into by You where you have selected the Hire Purchase option set out in the Quotation.
- 'Order' means your order for the Works at the prices outlined in the Quotation.
- 'Premises' means the premises identified in the Order being the property at which the Works are to be supplied.
- 'Products' means the Solar PV panels and/or the Battery Storage Unit and associated equipment and apparatus to be supplied by Us to You as set out in the Order.
- 'Quotation' means the document which details the description of and the prices for the products and services.
- 'Services' means the services to be supplied by Us to You as set out in the Order.
- 'Subcontractor(s)' means party/parties to which we may subcontract all or part of the services.
- 'Unordered Works' means any works (whether undertaken prior to, during or after the Works) undertaken by any Subcontractor(s) and/or any other third party/parties at the Premises which are outside the scope of the Works.
- 'Us' or 'We' means the Electricity Supply Board trading as Electric Ireland.
- 'You' means the customer named on the Quotation.
- 'Works' means the supply and installation of the Products and any Additional Works.

b. The headings in these Conditions are for convenience only and will not affect how they are interpreted.

2. Basis of Contract

- a. Any Quotation given by Us shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- b. The Order constitutes an offer by You to purchase the Works from Us in accordance with these Conditions. For the Order to be valid, it must be signed by You and be accompanied by the Deposit (where applicable).
- c. The Order shall only be deemed to be accepted on the Commencement Date at which point and on which date the Contract shall come into existence.
- d. Electric Ireland and non-Electric Ireland customers may purchase the Products outright.
- e. Electric Ireland customers in good financial standing with Us may purchase the Products by Hire Purchase Agreement.
- f. If You purchase the Products by Hire Purchase Agreement Condition 13 applies to You.

3. Supply of Works

- a. We shall supply the Works to You in accordance with the Order in all material respects.

b. We shall have the right to make any changes to the Works which are necessary to comply with any applicable laws and/or safety requirements, or which do not materially affect the nature or quality of the Works, and We shall notify You in any such event.

c. The Works will be supplied in a good and workmanlike manner using all reasonable care and skill. We will make good any damage to the Premises caused by Us or Our Subcontractor(s) in connection with the Works.

d. If We discover that there are issues which prevent Us from completing the Works We will notify You and You shall have the option to either:

- i. end the Contract in line with Condition 8 below; or
- ii. suspend the Contract until such time as such issues are rectified. If such issues are not rectified within 6 months either party may terminate the Contract.

e. Ownership of the Products will pass to You when they have been installed and You have paid for them in full.

4. Fees and payment

a. You must pay Us for all Works supplied to You in accordance with the Contract.

b. The fees for the Works are as outlined in the Quotation.

c. If You purchase the Products outright, you must pay the full amount listed in the Quotation at the time of signing the Quotation.

d. If You purchase the Products by Hire Purchase Agreement, You must pay the Deposit listed in the Quotation at the time of signing the Quotation.

e. If You do not pay Us any sum due under these Conditions, We may charge late payment interest at the rate of 2% above EURIBOR for the period from the due date to the date payment is received.

f. We will charge VAT at the appropriate rate. All prices quoted are exclusive of VAT except where VAT is expressly stated to be included.

g. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

5. Your warranties and obligations

5.1 You warrant that:

- a. You are the owner of the Premises or otherwise have legal authority to enter into the Contract;
- b. You have obtained and maintained all necessary licenses, permissions, including planning permissions, and consents which may be required before the date on which the Works are to start; and
- c. You have not made any changes to the Premises since the date of the Quotation which could have an impact on the Works.

5.2 You are obliged to:

- a. ensure that the terms of the Order and any information provided in the Order are complete and accurate;
- b. provide Us, our employees, agents, consultants (including quality assurance consultants) and Subcontractor(s) with access to the Premises for all purposes in connection with the Works at all reasonable times and at any time in an emergency;
- c. provide Us with such information as We may reasonably require in order to supply the Works, and ensure that such information is accurate in all material respects;

d. prepare the Premises for the supply of the Works, including the provision of compatible broadband services;

e. abide by all instructions and advice issued by Us or the Subcontractor(s) regarding the Works including but not limited to equipment and health and safety;

f. allow Us to remotely gather Your electricity consumption data to the extent that this is necessary to provide the battery service

g. if a battery is installed, leave your broadband service turned on at all times; and

h. not remove, damage or interfere with the equipment relating to the Products.

5.3 Energy Credits:

a. You acknowledge and agree that We are entitled to any energy credits attributable to the installation of the Products in the Premises under the Irish Government's Better Energy Scheme or any replacement or similar scheme and will execute any documents reasonably required by Us to transfer such energy credits to Us.

5.4 If our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation ("Your Default"):

a. We shall without limiting our other rights or remedies have the right to suspend supply of the Works or until You remedy Your Default, and to rely on Your Default to relieve Us from the performance of any of Our obligations to the extent Your Default prevents or delays Our performance of any of Our obligations.

b. We shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this Condition 5.4 caused by Your Default.

6. Our warranty and liability

a. All Works carry a 1 year warranty. We will repair or replace, at our option and cost, any defective Works within 1 year of the original installation.

b. We will repair or replace, at our option and cost, any Product which is or becomes defective within 1 year of the original installation.

c. You are also entitled to a manufacturer's warranty on the Products installed at the Premises (including replacements). Details of that warranty, and how to make a claim, will be provided to you on installation of the Products.

d. You must notify us in writing within 14 days of becoming aware of any defects in any Works or Products.

e. The above warranties will not apply where the Works or Products are damaged as a result of misuse by You or by any cause not attributable to Us, Our subcontractors or the manufacturers of the Products.

f. Our sole liability, and Your sole remedy, in contract, tort, or otherwise, shall be limited to the repair or replacement of defective Products and to the remedy of defective Services and Our liability shall be limited to the value of the Contract.

g. We will have no liability for any impact on Your broadband service resulting from the uploading of your electricity usage data.

h. We will have no liability in relation to information including personal data provided by You to third parties in relation to the Works.

- i. We will have no liability in respect of Unordered Works.
- j. Nothing in these Conditions shall limit or exclude Our liability for:
 - i. death or personal injury caused by our negligence, or the negligence of our employees, agents or Subcontractors;
 - ii. fraud or fraudulent misrepresentation; or
 - iii. breach of the terms implied by Section 12 of the Supply of Goods and Supply of Services Act 1980.
- k. In extreme/very cold weather conditions insulating your loft and pipes may not prevent freezing and the consequences of same.
- l. Subject to Condition 6.j, We will not be liable to You under this Contract in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits.
- m. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- n. This Condition 6 shall survive termination of the Contract.

7. Ending the Contract

- a. Before starting the Works, We may end the Contract by giving You written notice if, for valid reason, We cannot supply You with the Works. In such case, the Deposit (if paid) will be refunded and no further charges will be made.
- b. If changes have been made to the Premises since the Quotation was issued, we may, before starting the Works, revise the price for the Works to reflect that change. If We and You are unable to agree the revised price, We may end the Contract and return the Deposit (if paid).
- c. We, or You, may end the Contract by written notice, if the other has materially breached any of its obligations.
- d. The ending of this contract will not affect the accrued rights of either party.

8. Events beyond our control

- a. We will not have to carry out any obligation under the Contract if We are prevented from doing so by any cause beyond our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, instructions or requests from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

9. Customer information

- a. You agree that We may search the files of certain credit agencies or bureaus when assessing You for credit. The agencies or bureaus concerned may record the search on your file.
- b. We may use information about You for our own business purposes, including building up a profile of our customers, processing bills, processing orders, carrying out credit checks and carrying out market research. We may give your information to Subcontractor(s) and our agents who carry out certain business activities (for example, market research and debt collection) on our behalf. Such Subcontractor(s) and agents will only be permitted to use Your data as instructed by Us. They are also required to keep your data safe and secure.
- c. You should note that we may record phone calls to our customer contact centre for training and quality management purposes.

10. Privacy and Data Protection

- a. We will hold and manage Your personal data for the purposes of the Contract (including the purpose set out at Conditions 4.d and 4.e (where relevant)) and account management purposes, in accordance with the data

protection and privacy laws. We may supply your personal data to our subcontractors for the purpose of carrying out the Contract and will ensure that We and Our subcontractors have appropriate controls in place to protect Your personal data.

- b. We will not sell or disclose Your personal data to any third party for purposes not connected with the Contract
- c. For details about how we use Your data, and the rights You have in relation to Your data, please refer to Our Privacy Notice at <https://www.electricireland.ie/residential/helpful-links/privacy-notice-and-cookies>. For further information, You may contact the ESB Data Protection Officer at Two Gateway, East Wall Road, Dublin D03 A995 or at dpo@esb.ie

11. General

- a. The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Works described in them. They shall not form part of the Contract or any other contract between Us and You for the supply of the Works.
- b. These Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any special conditions or extra time that We allow are limited to the specific circumstances in which they are given and do not affect our rights under the Contract in any other way.
- c. We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to a Subcontractor, agent or other third party.
- d. You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of Your rights or obligations under the Contract.
- e. We will have given You proper notice if We notify You by means of either post or publication in an advertisement. Notice shall be deemed to have been served two days after postage or publication in an advertisement.
- f. If any competent authority considers that any of the Conditions are not valid or cannot be enforced, the other Conditions will still apply.
- g. Both parties must follow all the laws, regulations and orders that apply to them respectively.
- h. The Contract is governed by the laws of Ireland and any dispute will be dealt with exclusively in the Irish courts.
- i. Complaints and notices may be made in writing, by hand or by post to Electric Ireland, Home Service Team, Building 2, Swift Square, Santry, Dublin 9 or by e-mail to homeservices@electricireland.ie. Notices sent by post are deemed to have been delivered two days after posting.

12. Statutory Rights

- a. Nothing in these Conditions excludes or affects your statutory rights.

13. Hire Purchase Agreement

- a. If you have elected to Purchase the Products by way of Hire Purchase Agreement, the payment terms and Your rights and obligations in relation to the Products, including Your rights to terminate, are contained in the Hire Purchase Agreement.
- b. If there is any conflict or inconsistency between these Conditions and the Hire Purchase Agreement, the terms of the Hire Purchase Agreement shall prevail.