

Terms and Conditions of Sale and Installation

Domestic Battery Energy Storage Systems

Ref: Energy2 Ltd Terms and Conditions v5 (Pilot Series)

1. Definitions

In this document, the following words shall have the following meanings:

- **"Company"**: Refers to **Energy2 Ltd**, registered in England with company number 13668568 of Fourthtime, Grubbins Lane, Speen, Buckinghamshire, HP27 0SH.
- **"Customer"**: The person or entity who purchases the Goods and Services from the Company for domestic use.
- **"Goods"**: All battery energy storage systems, inverters, cables, and other equipment supplied by the Company.
- **"Battery Pack"**: The Energy2 lithium iron phosphate (LFP) battery, including housing, Battery Management System (BMS), and lights, as specified in the Quotation.
- **"Product"**: The complete Energy Storage System supplied under this Contract, including the Battery Pack and associated components. Used interchangeably with "Energy Storage System" in Section 7.
- **"Services"**: The installation, commissioning, and testing of the Goods at the Premises.
- **"Premises"**: The location where the installation is to take place.
- **"Contract"**: The agreement between the Customer and the Company for the supply and installation of Goods.
- **"MCS"**: The Microgeneration Certification Scheme.
- **"Quotation"**: The written proposal provided by the Company to the Customer.
- **"Installation Address"**: The address specified in the Quotation where the Goods are to be installed.

- **"Deposit"**: The initial payment required to secure the order, as specified in Section 4.2.

2. Quotations and Orders

2.1. All Quotations are valid for a period of **30 days** from the date of issue.

2.2. A Contract is formed when the Customer accepts the Quotation in writing and pays the required Deposit.

2.3. All prices, dimensions, specifications, and descriptions given in the Quotation and accompanying literature are indicative only and may be subject to change without notice. Standard Quotation templates may reference items (e.g., Solar Panels) for completeness; these only apply if specifically itemized in your cost breakdown. The Company reserves the right to substitute quoted materials for equal approved materials due to shortages.

2.4. Clarifications & Exclusions

Unless specifically stated, the Quotation does **not** include:

- Provision of scaffolding or on-site storage.
- Protection of equipment while stored on site or after installation.
- Costs resulting from encountering asbestos.
- Costs of, or works leading from, structural surveys.
- Decorating work or repairs to plastering/tiling.

3. Your Right to Cancel (Cooling-Off Period)

3.1. In accordance with the Consumer Contracts Regulations 2013, you have the right to cancel this Contract within **14 days** without giving any reason.

3.2. To exercise this right, you must inform us by a clear statement (e.g., email or letter).

3.3. If you request installation to commence during the cooling-off period and subsequently cancel, you will be liable for reasonable costs for work done.

4. Price and Payment

4.1. The Price is stated in the Quotation.

4.2. Payment Schedule

- **Deposit:** 25% of the total Contract price to secure the order (Insurance Backed).
- **Advance Payment:** 25% due prior to the delivery of Goods / commencement of works.

- **Final Balance: 50%** due immediately upon successful commissioning (as certified by the Company's technician and documented on the commissioning certificate).

4.3. Title

Title to the Goods shall not pass to the Customer until both: (a) the Company has received payment in full; and (b) the Goods have been successfully commissioned at the Installation Address by the Company's authorized technician.

5. DNO Approval

5.1. All installations are subject to Distribution Network Operator (DNO) approval.

5.2. The approval process typically takes up to **45 working days**.

5.3. An installation completion date will be confirmed only once DNO approval is granted.

5.4. DNO Refusal

If the DNO refuses approval for the installation, the Customer may cancel the Contract and receive a full refund of all payments made, less any reasonable costs already incurred by the Company (such as survey costs), which will be itemized in writing. The Company will notify the Customer within 7 days of receiving a DNO refusal.

6. Site Survey and Installation

6.1. MCS Compliance

Installations are carried out in accordance with MCS Standard MIS 3012.

6.2. Schedule

Installation generally takes place 0800-1700, Mon-Fri.

6.3. Customer Obligations

Provide safe access, free use of electricity/water, and a suitable environment.

6.4. Delays

The Company is not liable for delays caused by force majeure or supply chain disruptions.

7. Supplementary Terms for Stationary Energy Storage Systems (Pilot Series)

7.1 Product Classification and Nature of Goods

- **Pilot Series Definition:** The Customer acknowledges that the Energy Storage System ("the Product") is supplied as part of a "Small Production Run" or "Pilot Series." The Product incorporates bespoke, UK-assembled components and firmware that may be subject to rapid iteration and development.
- **Updates & Upgrades:** The Company warrants the Product against defects as per the Battery Pack Warranty. However, the Customer acknowledges that as a Pilot Series product, future hardware generations (e.g., v4) may be released. The Company is not obliged to provide free hardware upgrades to newer model generations unless the original Goods are verified as defective under the Battery Pack Warranty terms.
- **Performance Variation:** While the Company warrants that the Product complies with all essential safety requirements of the Electrical Equipment (Safety) Regulations 2016, the Customer acknowledges that aesthetic features (including chassis finish/ring light) and non-critical firmware features may vary from marketing descriptions as part of the continuous development process. Performance estimates are detailed in your specific **Quotation** and the Product **Datasheet**.

7.2 Dangerous Goods and Transport Restrictions

- **Hazardous Classification:** The Product contains large-format Lithium Iron Phosphate (LFP) cells and is classified as **Class 9 Miscellaneous Dangerous Goods (UN 3480)**.
- **Prohibition on Customer Transport:** The safety-critical components (Cells, BMS, DC Breaker) are tested to IEC 62619 standards, and the chassis is designed to align with this standard. However, the system is a Pilot Series unit and has not yet completed full system-level UN38.3 certification. Due to strict transport regulations (ADR/CDG), the Customer is **strictly prohibited** from transporting, relocating, or shipping the Product themselves. The Product must not be placed in the postal system, handed to a standard courier, or transported in a private vehicle.
- **Collection-Only Returns:** In the event of a fault, return, or cancellation, the **Customer must not attempt to return the Product**. The Company will arrange for collection using specialized transport. Any attempt by the Customer to ship the Product independently will be a material breach of this Contract and may expose the Customer to criminal liability.

7.3 Installation and Commissioning (Critical)

- **Supply and Install Only:** This Contract is for the supply and installation of the Product as a single service. The Company does not supply the Product on a "supply-only" or "cash-and-carry" basis.

- **Commissioning Requirement:** As specified in Section 4.3, title to the Product shall not pass until the Company's authorized technician has successfully commissioned the Product at the Installation Address and payment has been received in full.
- **Location Stability:** The Product is installed as a Fixed Installation. The Customer must not move, disconnect, or reinstall the Product at a new location. If relocation is required, the Customer must contract the Company to perform the relocation.

7.4 Compatibility and Third-Party Equipment

- **Inverter Compatibility:** The Product is designed to be functionally compatible with specific third-party inverters (e.g., Solis, Sunsynk, Victron) via specific CAN-bus protocols.
- **No Third-Party Endorsement:** The Customer acknowledges that the Company is an independent manufacturer and is not an "approved partner" of inverter manufacturers unless stated.
- **Third-Party Inverter Warranty Risk:** If the Customer's inverter was purchased separately (not from the Company), connecting our Battery Pack may affect the inverter manufacturer's warranty coverage. Some manufacturers exclude damage caused by, or refuse claims involving, third-party batteries. The Company cannot be held liable for any loss of inverter warranty coverage in such cases.
- **Inverter Warranty Protection:** For inverters purchased from the Company as part of this Contract, this risk does not apply—the Company provides direct Inverter Warranty Protection (see Section 8.2) and will handle all inverter warranty claims on the Customer's behalf.
- **Configuration Settings:** The Product's settings (including "dip switches" and BMS parameters) are configured by the Company. The Customer is **strictly prohibited** from altering these settings. Any alteration of dip switches, BMS firmware, or internal wiring by the Customer will: (a) Immediately void the Product Warranty; and (b) Release the Company from all liability regarding system safety, fire risk, or performance.

7.5 Specific Liability Limitations (Pilot Series)

- **Operational Interruption:** The Company shall not be liable for any indirect or consequential loss, including loss of energy generation, loss of export tariff payments (e.g., SEG), or reliance on battery backup power during grid outages, arising from Product firmware updates, "Safe Mode" activation, or compatibility issues with third-party inverters.

8. Warranties

8.1. Workmanship

24-month workmanship warranty (IWA backed).

8.2. Product Warranty

- **Inverters:** Covered by the Manufacturer's warranty (e.g., Solis/Sunsynk). The Company will act as the Customer's agent to process warranty claims with the manufacturer.
- **Inverter Warranty Protection:** If the inverter manufacturer declines a warranty claim and the use of the Battery Pack is cited as a contributing factor, the Company will repair or replace the inverter at no additional cost. This protection: (a) applies only to inverters purchased from the Company as part of this installation; (b) remains valid for the duration of the manufacturer's original warranty term; (c) requires the Customer to provide reasonable evidence of the manufacturer's refusal (such as correspondence or a claim reference); and (d) requires the Customer to have complied with all other terms of the inverter manufacturer's warranty (this protection only covers refusals specifically citing the Battery Pack as a factor). If the original inverter model is discontinued, the Company will provide a functionally equivalent model. Claims under this protection must be submitted within 30 days of the manufacturer's refusal.
- **Battery Pack:** Covered by the Company's specific Battery Pack Warranty (Refer to separate document: [Warranty_Domestic_v3_Black](#)).

8.3. Warranty Condition

All warranty protection is conditional on payment being made in full.

9. Servicing, Safety, and Care Requirements

9.1. Environment

The Customer must ensure the Battery Pack is not subjected to outdoor usage, excessive dust/humidity, or extreme temperatures.

9.2. Maintenance

- **Do not** move, open, or service the Battery Pack.
- **Visual Check:** Complete a visual check **monthly**.

9.3. Charging & Care

The Customer should avoid allowing the Battery Pack to remain at 0% charge for extended periods (more than **14 days**), as this may cause cell degradation. If a power outage occurs while the property is unoccupied, the Customer should restore power as soon as reasonably practicable upon becoming aware. Cell damage caused by prolonged deep discharge may not be covered under warranty, except where the discharge resulted from a fault in the Product itself.

9.4. Service Interval

The Battery Pack must be serviced at least every **3 years** by the Company. Service is chargeable (indicative cost provided in Warranty terms, subject to inflation).

9.5. Internet

The Customer should use reasonable endeavours to maintain an internet connection for remote monitoring and diagnostics. Temporary outages do not affect warranty coverage, but extended disconnection (exceeding 90 consecutive days) may limit the Company's ability to provide remote support and firmware updates.

10. General Liability

10.1. Nothing in these Terms limits or excludes liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by Sections 13–15 of the Sale of Goods Act 1979 (description, quality, fitness for purpose); or
- (e) defective products under the Consumer Protection Act 1987.

10.2. Subject to Section 10.1 and Section 7.5, the Company's total liability for all other claims is limited to the value of the Contract.

10.3. Statutory Rights

These Terms do not affect your statutory rights under the Consumer Rights Act 2015. For further information about your statutory rights, contact your local Citizens Advice Bureau or Trading Standards office.

11. Data Protection

11.1. Registration Number: **ZC011630**. Use of personal data is for contract performance and certification only.

11.2. Network access credentials will only be changed in consultation with the Customer.

12. Complaints

12.1. If you have a complaint, please contact us in writing at: Energy2 Ltd, Fourtime, Grubbins Lane, Speen, Buckinghamshire, HP27 0SH, or by email to the address provided in your Quotation.

12.2. We aim to acknowledge complaints within 5 working days and provide a full response within 14 working days.

12.3. If we cannot resolve your complaint to your satisfaction, you may refer the matter to an alternative dispute resolution provider or the courts.

13. General Provisions

13.1. Severability

If any provision of these Terms is found by any court or authority to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.2. Entire Agreement

These Terms, together with the Quotation and any documents expressly incorporated by reference (including the Battery Pack Warranty), constitute the entire agreement between the parties.

13.3. Subcontracting

The Company may subcontract any of its obligations under this Contract to suitably qualified third parties, but shall remain responsible for the performance of such obligations.

13.4. Transfer

The Customer may not transfer or assign this Contract without the Company's prior written consent. The Company may transfer this Contract to a successor business.

14. Governing Law

Governed by the laws of England and Wales. Exclusive jurisdiction of the courts of England and Wales.

Acceptance of Order By signing below, the Customer accepts these Terms and Conditions (v5).

Signed (Customer): _____ Date: _____
