

(Applies to all purchases including internet and phone purchases)

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell
(Applies to all purchases of products that buyer intends to resell to others)

What is this Document?

- 001. This document (the "Conditions") forms part of an agreement between Hi-Volt and you, the Customer.
- 002. The Conditions together with the Product Descriptions and pricing applicable to the Products that you wish to buy together form the whole of Hi-Volt's "Agreement" with Customer. The Agreement is a binding document and Customers should ensure that they understand it.
- 003. Some parts of this Agreement apply to all of our Customers. However other parts are specific to Consumers and some only to Business Users.
- 004. We need to have an agreed written record of what we are supplying to ensure that no mistakes are made. Consequently we will not normally seek to make or agree variations to the Agreement orally and will seek to ensure that changes are documented in writing (which will be required in all cases for Business Users).
- 005. Our Agreement is intended to comply with all of your statutory rights as a Consumer. However, in the event that any uncertainty does arise your statutory rights as a Consumer will take priority over the Agreement.

Definitions

- 006. **Business User:** legal entity or person who buys or agrees to buy Products from Hi-Volt other than for private use
- 007. **Conditions:** this document;
- 008. **Consumer:** an individual who buys or agrees to buy Products from Hi-Volt for private use;
- 009. **Customer:** Consumers and Business Users collectively;
- 010. **Hi-Volt:** the Hi-Volt group company identified in your Order Confirmation and/or invoice;
- 011. **Description:** a document forming part of the Agreement which describes a Product that Customers may purchase from Hi-Volt;
- 012. **Indemnify:** promise to be responsible for another's loss, damage, liability or penalty including promise to compensate for any loss, damage, liability or penalty which occurs;
- 013. **Order:** request by Customer to purchase Product s from Hi-Volt;
- 014. **Order Confirmation:** written acceptance by Hi-Volt of Customer's Order;
- 015. **Price:** the total charge for Products payable by Customer to Hi-Volt;
- 016. **Products:** an individual good as described in any current document published by Hi-Volt physically and/or on its internet site, or in any Order Confirmation and which Customer buys or agrees to buy from Hi-Volt.

Quotations/Orders and Changes

- 016. Hi-Volt quotations are valid only if in writing and for 10 days after the quotation date, unless otherwise stated in the quotation.
- 017. All Orders for Products shall be regarded as an offer by Customer to purchase Products under the terms of this Agreement.
- 018. Hi-Volt accepts Customer's offer to purchase under this Agreement and makes a binding Agreement by issuing an Order Confirmation. Order confirmation is binding except, in the case of consumers only, where there is a discrepancy between order confirmation and what consumer ordered and where discrepancy is unacceptable to the consumer. It is recommended that Customer review the Order Confirmation and notify Hi-Volt within the periods of time of any discrepancies that are noticed within the time limits set forth in the Schedule hereto.
- 019. Hi-Volt reserves the right to make changes to ordered specifications but will identify any such changes in the Order Confirmation. Hi-Volt guarantees that any such changed Products will offer at least equivalent functionality and performance. Hi-Volt will not make any significant variations to Products without our Customer's prior agreement and, except as provided for above and will deliver Product in accordance with the Order Confirmation.

Price and Payment

All Customers:

- 020. The Price that Customers have to pay will be shown on Hi-Volt's Order Confirmation and invoices.

Consumers:

- 021. Payment shall be made before supply of Product. Hi-Volt may suspend delivery of Product until full payment is received. If Hi-Volt has delivered Product and the Product remain neither paid for nor made available for collection when reasonably demanded then Hi-Volt may recover the outstanding payment and/or Product and the recovery costs are to be paid by the Consumer.

Business Users:

- 022. If agreed in advance in writing, Business Users may pay within the time limits set forth in the Schedule of the date of invoice. Hi-Volt may suspend delivery of Product until full payment is received. If full payment is not received Hi-Volt will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the Dublin Inter Bank Offer Rate OR AT THE ELECTION OF Hi-Volt at the rate applying for late payment on invoices. If Hi-Volt must recover the outstanding payment and/or Product, recovery costs are to be paid by Business User.
- 023. For Orders to be delivered in instalments over a period of time, Hi-Volt may adjust prices due to changes to exchange rates, duties, and insurance, freight, handling and purchase costs. In circumstances where Business Users require that payment is to be made by special collection by attending at the Business User's Premises or other designated collection point and should that Business fail to keep the collection appointment for any reason whatsoever Hi-Volt shall be entitled to recover the full costs in attempting to collect such payment

Delivery

All Customers:

- 024. The delivery date specified in the Order Confirmation is an estimate.
- 025. The place of delivery is as stated in the Order Confirmation.
- 026. For practical reasons, Products may be delivered by instalments, which shall be communicated to Customer.

Consumers:

- 027. Delivery will take place less than 30 days after the date of Order unless specifically otherwise agreed at the time of making the Order.
- 028. If the estimated delivery date cannot be met and the revised delivery date will exceed 30 days from the original date of order then Consumer will be contacted and advised of a proposed new date for delivery. If Consumer refuses the revised delivery date and delivery is not made within 30 days from the original date of order or prior to the specifically agreed delivery date if applicable, then Consumer may cancel the order without charge and obtain a full refund.
- 029. Where Product is delivered in instalments, then, unless expressly otherwise agreed at the time of placing the Order, these instalments will be delivered within 30 days of placing the Order.

Passing of Ownership and Risk

- 030. Ownership of Products passes to Customer on the later of receipt by Hi-Volt of full payment or delivery to Customer of Product. Hi-Volt may recover any Products supplied at any time prior to ownership passing if Customer is in breach of these Conditions.
- 031. Risk meaning: a duty to take reasonable care of Product received and responsibility for damage caused to or by use, handling or storage of the Product, passes to Customer on delivery of Products to Customer or to their representative.
- 032. Acceptance of Products on Delivery, "Cooling Off" and rights of return and cancellation

All Customers:

- 033. Customer should notify Hi-Volt promptly following delivery of any missing, incorrectly delivered, incorrect specification or otherwise not as ordered Products or Products which are either in damaged packaging or are visibly damaged; following discovery of any non-visible damage or defect in Product supplied.
- 034. Where Product can be returned to Hi-Volt by Customer under the terms of this Agreement, it should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by Hi-Volt to collect Product at a particular time.

Consumers:

- 035. Consumers may cancel their Orders for any reason until, but no later than:
 - the end of the 7th "working day" (days other than weekend days and public holidays) after the day of receipt of the Product
- 036. On cancellation of Products Consumer is obliged to return the goods to Hi-Volt in their original condition, undamaged and at the cost of Consumer. Consumer shall take reasonable care to ensure that the goods are not damaged whilst in transit using means arranged by Consumer. Whilst in possession of the goods Consumer shall be under a duty to take reasonable care of them. Hi-Volt shall take action against Consumer for goods returned which have been made unfit for resale or damaged whilst in the possession of Consumer.
- 037. On cancellation of the Order Hi-Volt will refund the price paid, less the direct cost of recovering the goods (when applicable), within a period of 30 days from date of cancellation.

Business Users:

- 038. Notwithstanding anything herein to the contrary Business Users may only reject Product for material non-conformity with the Product Description by providing written notice to Hi-Volt within 7 days after delivery or otherwise shall be deemed to have accepted the Products.

Statutory Rights, Warranties, Repairs, Replacements and Provision of Services

All Customers:

- 039. Hi-Volt will fulfil its legal obligations to repair and/or replace Products. These obligations are dependent upon proper use of Products and do not cover any parts of Products which have been modified or repaired without Hi-Volt's prior written consent.
- 040. Hi-Volt's obligations do not apply to the consumable components of consumable items or if a defect is caused by an external cause such as fair wear and tear, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in the environment for which the Products are supplied.
- 041. Batteries are delivered with a maximum warranty period as set forth in the Third Schedule hereto unless a shorter period is stated.
- 042. Parts not critical to Product function are not repaired.

Consumers:

- 045. Products sold will be suitable for general use in a manner which is consistent with the specification and functionality standards described in the Product's Description. Fitness for use in any other manner or environment must be explicitly and clearly agreed (preferably in writing) with Hi-Volt prior to purchase.
- 046. Hi-Volt will repair, or in the event that repair does not occur, replace Product which is defective within a reasonable period and with reasonable care and skill. This may only be varied to the extent reasonably agreed with Consumer.

Business Users:

- 047. Business Users must satisfy themselves as to the suitability of the Description for their needs. Hi-Volt does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with Hi-Volt prior to purchase.
- 048. Business Users are not automatically entitled to repair or replacement other than as described herein or as otherwise agreed by Hi-Volt. Hi-Volt shall have no liability or obligation for defects in Products or failure to remedy defects except as expressly provided under this Agreement.
- 049. Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of Products is given or assumed by Hi-Volt and all such warranties are hereby excluded.

Frustration/Circumstances beyond the Parties' control ("Force Majeure")

Consumers:

- 050. Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including

without limitation, strikes by non Hi-Volt employees, terrorist acts, war, exchange fluctuations, governmental or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply Hi-Volt.

- 051. If a Force Majeure event occurs and Hi-Volt cannot deliver within the period set out in the Order Confirmation, Hi-Volt will and Consumer may act in accordance with the terms hereof
- 052. If the Force Majeure event lasts longer than 60 days then Hi-Volt shall have the right to terminate the Agreement by providing notice in writing to Consumer and returning all sums paid by Consumer under the Agreement. No compensation to Consumer will then be due in these circumstances.
- 053. Hi-Volt accepts liability for any loss or damage to private property, death or personal injury caused by the Products supplied, the negligence or deliberate misconduct of Hi-Volt, or any employees, agents or subcontractors acting on Hi-Volt's behalf, provided, however, that in all cases, except for death or personal injury (where there shall be no limit on liability), Hi-Volt's liability for losses suffered by Customer will be assessed in accordance with the applicable terms hereof .

Consumers:

- 054. Hi-Volt shall accept liability for reasonably foreseeable losses arising as a direct consequence of a breach by Hi-Volt of its statutory duty. However Hi-Volt shall not be liable in certain circumstances for example where the causes or potential causes of the loss:
 - * were not reasonably foreseeable by both parties; and/or
 - * were known by Consumer to the exclusion of Hi-Volt at the time that the Agreement was entered into; and/or
 - * Arose from the use of the Product for purposes other than those contemplated herein
 - * Were reasonably foreseeable and preventable by Consumer
 - * User inflicted problems such as those caused by failure to read and/or follow user instructions provided in writing or orally by Hi-Volt
 - * In claiming against Hi-Volt for any such losses Consumers are expected to have acted reasonably including steps taken to mitigate or to avoid losses occurring; and
 - * Taking reasonable precautions to avoid loss (such as contacting Hi-Volt promptly upon becoming aware of an issue).
 - * In all cases except for death or personal injury (where there will be no limit on liability) Hi-Volt's liability for losses will not exceed a sum equal to 125% of the Price; and
 - * Consequential losses such as loss of business profits, salary, revenue,

Termination

- 055. Either party may terminate this Agreement if the other:
 - * commits a material or persistent breach of these Conditions; and
 - * fails to remedy such breach within 30 days of written notice being given to it by the other part requiring a remedy.
- 056. Hi-Volt may terminate this Agreement with immediate written notice if a customer:
 - * fails, without good reason, to pay on time; or
- 057. Either party may terminate if the other becomes insolvent or bankrupt or is unable to pay debts as they fall due. This provision shall not relieve Hi-Volt of an obligation to complete the delivery of any Product that has been ordered and fully paid for by a Customer prior to that Customer becoming insolvent or bankrupt.

Law and Jurisdiction

- 058. This Agreement is to be interpreted in accordance with Irish Law and is subject to the exclusive jurisdiction of the Irish Courts.
- 059. If any part of these Conditions are found to be unenforceable by a court, the rest are unaffected. All notices must be in writing and sent to a legal officer of each party, at the address provided on the invoice.

Assignment and Subcontracting

Consumers:

- 060. Hi-Volt may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part and provided that the assignment, subcontract or transfer occurs without negatively affecting:
 - * the provision of the Products and
 - * rights or remedies of the Consumer under the Agreement.
- 061. Hi-Volt requires Consumer to inform it in advance of any assignment, subcontract or transfer on the Consumer's part.

Business Users:

- 062. Hi-Volt may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part. Business Users may do so only with Hi-Volt's written consent.

Schedule NOTE:-
If there shall appear any discrepancy between the Terms and Conditions above and those contained in this Schedule the terms and conditions in this Schedule shall prevail. <ul style="list-style-type: none"> • Queries with invoices, pricing, shortages on delivery must be notified to Account within 5 working days. Otherwise invoices will apply • We offer 2 year warranty on Car and Commercial batteries excluding Taxi. 1 Year warranty on Motorcycle, Golf, Lawnmower, VRLA sealed and Marine batteries (warranty is due to manufacturing defect only) • You are required to pay according to your credit terms. • Overdue amounts on account will attract interest at the rate appearing in clause 022 above • Produce that Hi-Volt supply and fail due to manufacturing defect will be replaced free of charge, Hi-Volt will not issue a credit, the warranty period on the replacement starts from the initial purchase date of the failed battery. • Each battery is dated coded Hi-Volt will add 2 months to the end of the warranty period to facilitate customer stock rotation. • If top labels are removed or damaged on the battery warranty is void. • Customers are obliged to check the voltage of batteries on their shelf which are over 6 month old, voltages should be above 12.50V. Hi-Volt are not liable for batteries falling due to low voltages or sulphation because of being left on the shelf for over 6 months. • Customers must notify us within 5 working days of receiving from their customers any potential warranties so we can perform testing on a timely basis. Otherwise Hi-Volt cannot be liable for any claims.