

## Horizon Energy Group Limited General Terms and Conditions of Business

The Customer's attention is particularly drawn to the provisions of clause 6 below.

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these Conditions, the following definitions apply:

Business Day means a day other than a Saturday, Sunday or public holiday when banks in Dublin are open for business;

Conditions means these terms and conditions as amended from time to time in accordance with clause 8.6;

Contract means the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions and the Letter of Authority;

Customer means the person or firm who requests and/or purchases the Services from the Supplier;

Force Majeure Event means any event or circumstance beyond the reasonable control of the Supplier;

Letter of Authority means the letter of authority signed by the Customer appointing the Supplier as its agent in connection with the Services;

Services means the arrangement of contracts (entered into at the direction of the Customer) with utility providers for the supply of electricity and natural gas and/or other utilities to the Customer and all matters ancillary thereto; and

Supplier means Horizon Energy Group Limited a company registered in Ireland with company number 452021 and with registered office at 4400 Airport Business Park, Kinsale Road, Co. Cork.

#### 1.2 Construction

In these Conditions, the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns and in the case of the Supplier, includes its agents;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and e-mails.

### 2. BASIS OF CONTRACT

2.1 The Letter of Authority constitutes an offer by the Customer to receive and purchase the Services in accordance with these Conditions.

2.2 The Contract shall come into existence on the date on which the Customer signs the Letter of Authority or, if later, the date on which the signed Letter of Authority is returned to the Supplier.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty (whether made innocently or negligently) made or given by or on behalf of the Supplier which is not set out in the Contract. For the avoidance of doubt, any descriptive matter, (including any description of the Services) advertising and/or marketing materials issued by the Supplier are issued or published for the sole purpose of giving an approximate idea of the Services described therein. They shall not form part of the Contract or have any contractual force. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The terms implied by section 39 of the Sale of Goods and Supply of Services Act 1980 are, to the fullest extent permitted by law, excluded from the Contract.

### 3. SUPPLY OF SERVICES

3.1 The Supplier shall use its best endeavours to provide the Services to the Customer in accordance with the Conditions. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services.

3.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services provided by the Supplier, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

3.3 The Customer acknowledges that the Supplier may be paid commissions and/or a referral fee by a third party in relation to the Services.

### 4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

(a) ensure that all documents, information, data and materials provided by the Customer to the Supplier are complete, accurate and up-to-date;

(b) co-operate with the Supplier in all matters relating to the Services; provide the Supplier with such documents, information, data and materials as the Supplier may reasonably require to supply the Services and provide the Supplier with details of any change to the circumstances of the Customer which is material to the Services or the Contract; and

(c) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

4.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

(a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4.2; and

(c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

### 5. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or

by a court of competent jurisdiction. The Customer agrees that notwithstanding this clause 5, the Supplier may disclose to any actual or potential supplier of utilities such information about the Customer as the utility supplier may request or the Supplier considers reasonably necessary in connection with the provision of the Services. This clause 5 shall survive termination of the Contract.

### 6. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1 Subject to clause 6.2:

(a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, any indirect or consequential loss, any loss of business, any loss of anticipated savings, any loss of use or any additional or increased costs and expenses incurred by the Customer arising under or in connection with the Contract and/or the Services; and

(b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of any commission or referral fee received by the Supplier from a utility provider which directly relates to the Services provided to the Customer.

6.2 The exclusions in clause 6.1 shall apply to the fullest extent permitted by law but do not exclude liability for (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other liability which cannot be excluded by law.

6.3 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

6.4 This clause 6 shall survive termination of the Contract.

### 7. GENERAL

7.1 Assignment and other dealings

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

(b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

7.2 Notices

(a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 8.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

7.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

7.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

7.6 Variation and Amendment

(a) The Supplier may at any time and from time to time amend the Conditions. Any such amendment shall become effective 20 Business Days after notification to the Customer in accordance with (b) below. If the Customer does not wish to accept such amendment the Customer may terminate the Contract immediately by giving the supplier notice in writing within 20 Business Days after notification to the Customer. The Customer shall not be permitted to amend or vary the Conditions without the prior written consent of the Supplier.

(b) Notice of any amendment will be given to the Customer using one of the following methods chosen at the Supplier's discretion:

(i) by an advertisement published in a national daily newspaper;

(ii) by notice published on the Supplier's website displayed in a reasonable prominent position; or

(iii) by notice in writing to the Customer in accordance with Clause 8.2.

7.7 Governing law and Jurisdiction

(a) The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.

(b) Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

<http://horizonenergy.ie/hee-terms-conditions/>