

Terms of Sale

These Terms of Sale (“Terms”) govern the purchase of products and services (“Products”) from NuVira Earth Systems Ltd (“NuVira Earth”, “we”, “us”, “our”) by consumers and businesses through our website, authorised partners, or direct orders.

By placing an order with us, you agree to be bound by these Terms.

1. Definitions

- “Products” – solar panels, inverters, EV chargers, battery storage systems, accessories, and related components supplied by NuVira Earth
- “Order” – your request to purchase Products from NuVira Earth
- “Contract” – the legally binding agreement formed when we confirm acceptance of your Order.
- “Consumer” – an individual purchasing Products for personal use, not for business.
- “Business Customer” – any organisation, company, partnership, sole trader purchasing for commercial use.

2. Basis of Contract

- 2.1 Submitting an Order constitutes an offer to purchase Products.
- 2.2 A binding Contract is formed only when we issue an Order Confirmation by email.
- 2.3 We reserve the right to refuse any Order prior to confirmation.
- 2.4 You acknowledge that you have read and agreed to these Terms before placing an Order.

3. Product Information

- 3.1 Product descriptions, technical specifications, imagery, performance data, and compatibility information are provided for guidance and may vary slightly from the delivered item.
- 3.2 Product colours, finishes, or visual appearance may differ due to device display limitations.
- 3.3 All specifications are subject to change as part of continuous product improvement.

4. Pricing and Payment

- 4.1 Prices are listed in GBP (£) and include VAT unless stated otherwise.

- 4.2 Delivery charges and optional installation costs will be shown before final checkout.
- 4.3 Prices may change at any time, but confirmed Orders will not be affected.
- 4.4 Payment must be made in full using an accepted payment method (bank transfer, authorised card, or approved financing partner).

4.5 Ownership of the Products does not transfer until full payment has been received.

5. Delivery

- 5.1 Delivery dates are estimates only and may vary depending on stock, logistics and external factors.
- 5.2 Delivery will be made to the address supplied at the time of Order.
- 5.3 Risk transfers to you upon delivery.
- 5.4 We do not accept liability for costs resulting from installation appointments booked before delivery is completed.
- 5.5 Products must be visually inspected upon delivery and any damage reported within 48 hours.

6. Installation (If Applicable)

- 6.1 NuVira Earth may provide installation through its approved partners or subcontractors.
- 6.2 Installations must comply with relevant UK regulations including:
 - BS 7671
 - Building Regulations
 - MCS standards
 - DNO approval processes (G98/G99)
- 6.3 You are responsible for ensuring site suitability, access, and required consents.
- 6.4 Any additional work required (unexpected electrical upgrades, structural changes, or DNO requirements) may incur additional charges.

6.5 NuVira is not liable for faults arising from installation conducted by third-party installers not approved by us.

7. Warranties

- 7.1 All Products include a manufacturer's warranty. The scope and duration vary by product type (solar, inverter, battery, EV charger, etc.).
- 7.2 Warranty coverage generally excludes:

- Improper installation
- Misuse or neglect
- Unauthorised repairs or modifications
- Environmental damage or extreme conditions
- Voltage surges or non-compliant electrical setup

7.3 Warranty claims require proof of purchase and Product serial number.

7.4 NuVira may repair, replace, or refund the Product at its discretion.

8. Consumer Right to Cancel (Consumers Only)

- 8.1 If you are a Consumer, you have a 14-day cooling-off period from delivery to cancel your Order.
- 8.2 Products must be returned unused and in original packaging.
- 8.3 You are responsible for return shipping costs.
- 8.4 Once installed or connected electrically, Products are considered “used” and cannot be returned under the cooling-off period.
- 8.5 Refunds will be processed within 14 days of receipt of returned goods.

9. Faulty or Defective Products

- 9.1 If you believe your Product is faulty, notify us immediately.
- 9.2 We may require diagnostic information, photos, or inspection by an authorised engineer.
- 9.3 Remedies may include repair, replacement, or refund, depending on the nature of the fault and applicable law.
- 9.4 We are not responsible for faults caused by:
 - incorrect installation
 - inadequate maintenance
 - electrical surges or grid instability
 - use with incompatible systems

10. Liability

10.1 Nothing in these Terms limits our liability for:

- death or personal injury caused by negligence
- fraud or fraudulent misrepresentation
- your statutory rights under the Consumer Rights Act 2015

10.2 Subject to clause 10.1:

- we are not liable for consequential losses, loss of profits, loss of energy savings, loss of data, or downtime;
- for Business Customers, our total liability shall not exceed the total amount paid for the relevant Order.

10.3 NuVira Earth is not responsible for:

- losses caused by delays outside our control
- installer faults (if installer is not our partner)
- energy supplier or grid issues
- failure to meet estimated delivery or installation dates

11. Energy Data & Connected Devices

11.1 Where Products transmit usage or performance data, you consent to NuVira Earth processing such data to:

- provide app features
- diagnose faults
- improve product performance
- ensure safety and compliance

11.2 We will always comply with UK GDPR and our Privacy Policy.

12. Returns Process

12.1 Before returning any Product, you must obtain a Return Authorisation from us.

12.2 Products returned without authorisation may be refused or delayed.

12.3 Items must be securely packaged to avoid damage during transit.

12.4 All returns, refunds, eligibility criteria, timeframes, exclusions, and procedures are subject to and governed by Nuvira Earth Systems Ltd.'s Refunds & Returns Policy, which forms part of these Terms of Sale and is available on our website. Customers are advised to review the Refunds & Returns Policy before initiating any return.

13. Events Outside Our Control

13.1 We are not responsible for failure to perform obligations where the cause is outside our reasonable control, including:

- supply chain disruption
- global shortages of electrical components
- transport delays
- extreme weather
- industrial action
- regulatory delays

13.2 We will take reasonable steps to minimise impact where possible.

14. Intellectual Property

14.1 All intellectual property rights related to Product design, firmware, branding, documentation, and software remain the property of NuVira Earth or its licensors.

14.2 You are granted a limited licence to use device software as required to operate the Product.

14.3 Reverse engineering, unauthorised modification, or resale of software is prohibited.

15. Governing Law & Jurisdiction

15.1 These Terms are governed by the laws of England and Wales.

15.2 Consumers may bring claims in their local UK jurisdiction (Scotland or Northern Ireland).

15.3 Business Customers agree to the exclusive jurisdiction of the courts of England and Wales.

16. Contact Us

For order queries, warranty claims, or support:

NuVira Earth Systems Ltd

Email: info@nuviraearth.co.uk

Telephone: 0204 620 2025

Registered Address: 56 Guildford Street, Chertsey, KT16 9BE