

At tepeo we aim to make everything as straightforward as we can.

Our terms and conditions are written in plain English and are as jargon-free as possible. If you would like any help or more information, please get in touch with our customer services team at customer.service@tepeo.com

1. THESE TERMS

1.1. What these terms cover.

These terms cover the purchase of the tepeo Service Plan.

All the terms of sale between you (the customer) and tepeo relating to the Service Plan are contained in this document and written specifications provided to you by us (e.g. on the website, by email or telephone or in person).

Terms relating to our standard manufacturer's guarantee, our terms of sale, and our app can be found at www.tepeo.com/terms

1.2. Why you should read them.

It is important that you read these Terms carefully before placing an order.

1.3. Interpretation of these Terms.

"We", "us" or "our" refers to tepeo Limited ("tepeo") the Company.

"You", "your" refers to the Customer who owns the tepeo Product.

When we use the words "writing" or "written" in these Terms, this includes digital communications such as emails and text messages.

Any concession, latitude or waiver allowed by tepeo at any time shall be without prejudice to their strict and full rights under this contract and shall not prevent tepeo subsequently exercising such rights.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. Who we are.

We are tepeo Limited, a company incorporated in England and Wales with company number 11392873, whose registered office address is at 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

2.2. How you can contact us (including to tell us about a problem with our goods or services):

2.2.1. by emailing us at customer.service@tepeo.com

- 2.2.2. by telephoning our Customer Care Team on 0118 228 0424

The line is open Mon-Fri 9am-5pm, but will be closed outside of these times including on public holidays; the opening times may be changed from time to time as notified on our website www.tepeo.com/support. Please check with your network provider for costs associated with phoning this number.

- 2.2.3. by writing to us at tepeo Limited, 630 Wharfedale Road, Winnersh, Wokingham, England, RG41 5TP.

2.3. How we may contact you. If we need to contact you, we will do so by telephone or by writing to the email address or postal address you provided to us in your order or via the tepeo app.

2.4. We only sell to mainland UK. Our website is only for the promotion of our products to mainland England, Scotland and Wales. We will always tell you if we cannot deliver to your address at the time you express your interest in our products but a full list of our delivery restrictions can be found www.tepeo.com/faq.

3. PRODUCTS:

3.1. We try to keep information on the website and in marketing materials relevant and up to date. However, such information should be used as a guide only because products and services are frequently updated and changed.

3.2. Our rights to make changes: we may change our products to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments or improvements. We may update or require you to update digital content, provided the content will always match the description of it that we provided to you before you bought it.

4. OUR CONTRACT WITH YOU

4.1. When the contract between us is formed: When you place an order with us by accepting a quote, the contract between us is formed when we send you an email confirming that your order has been accepted. We will not take the first payment until your ZEB is installed.

4.2. If we cannot accept your order: we will inform you of this by email and will not charge you for the product or services. For example, this might be because of unexpected limits on our resources which we could not reasonably plan for.

4.3. When we accept your order: we will send you an email acknowledging the order and confirming;

4.3.1. details of what you have agreed to purchase.

4.3.2. the total monthly cost of the Service Plan.

4.3.3. the full terms of the contract formed between us.

5. WHAT'S INCLUDED IN THE SERVICE PLAN

- 5.1. **Maintenance:** we will provide routine maintenance for the ZEB for up to 10 years from the installation date, provided you continue to pay your monthly subscription fee. Maintenance services are subject to the following conditions and exclusions:
- 5.1.1. Maintenance visits will be in accordance with our manufacturer's instructions
 - 5.1.2. We will inform you when a maintenance visit is required via the contact methods outlined in clause 2.3. We will make three attempts to contact you. If we don't hear back from you after the third attempt, or you are not at the property when our engineer visits, we won't try again and won't refund any part of your Service Plan. You can however still contact us to book it.
 - 5.1.3. We will provide the earliest availability to complete a maintenance visit and endeavour to complete the maintenance visit within 30 days of informing you that a maintenance visit is required.
 - 5.1.4. If we cannot agree a suitable time or if you prevent reasonable access to the ZEB to provide maintenance, this may invalidate your guarantee. Terms and conditions of this guarantee can be found at www.tepeo.com/terms. In this case, we won't refund any part of your Service Plan.
 - 5.1.5. Maintenance visits only cover the products we have provided, no other parts of your home or heating system are covered under a maintenance visit. If we determine that a problem exists with another part of your heating system we will inform you of this, however the cost to fix any issues identified are your sole responsibility and are not covered under this Service Plan.
 - 5.1.6. A maintenance includes, but may not be limited to, checking the ZEB's performance vs expected performance outlined in the manufacturer's instructions (this may involve using energy to charge the ZEB, the cost of which will not be covered by tepeo), ensuring the components within the ZEB are operating as expected making reasonable efforts to do so (cleaning, repairing or replacing parts of the system where possible and practical). Any faults or failures with ZEB components would be subject to the guarantee and are not routinely replaced as part of a maintenance visit. Details of our guarantee can be found at www.tepeo.com/terms
- 5.2. **Premium product features:**
- 5.2.1. Extended Guarantee of up to 10 years from the installation date, provided you continue to pay your monthly subscription fee. Details of our guarantee can be found at www.tepeo.com/terms.
 - 5.2.2. As we develop the tepeo smartphone application and ZEB software, we may release new features which improve the performance of the ZEB, the functionality of the app or the level of customer service available. As part of the Service Plan these improvements will be provided free of charge unless we notify you.
 - 5.2.3. Optimised charging of the ZEB based on external weather data; our learning-algorithm's prediction of your home's heating demand; and the performance of the ZEB is provided as part of the Service Plan. If you cancel the Service Plan, the ZEB will automatically charge to a set default, without optimising for

external factors. In this scenario, the ZEB will continue to work and heat your home, but the running cost will likely be higher.

- 5.2.4. We may provide exclusive updates about tepeo and new products we are working on as well as early-access, invitations to participate in customer research and / or product testing to customers with the Service Plan.

6. USE OF OUR PRODUCTS AND SERVICES

- 6.1. **Our products must only be used as intended & in accordance with the manufacturer's instructions.** Failure to do so may invalidate your guarantee, maintenance subscription and/or ability to access premium features. Details of our guarantee can be found at www.tepeo.com/terms.
- 6.2. **Our Products require a working internet connection** to function as intended and it is your responsibility to ensure that a suitable connection is available during and after installation. You may not be able to access certain features of your subscription if you do not have an internet connection, either because you will not be able to access our app (see section 6.3 below or because your ZEB will not function to its full ability without an internet connection). We will not be responsible for any faults or failures which result from poor or inadequate internet connection.
- 6.3. **To access all features of the Service Plan, you will need access to the tepeo app.** To use the app, you will need an Android or iOS device with an up to date operating system, with internet access. You will also need to download the tepeo app and keep it updated to the latest version if you want to monitor and/or control your tepeo products via the tepeo app and access the premium subscription features. Full terms of use for the tepeo app can be found at www.tepeo.com/terms

7. PRICE AND PAYMENTS

- 7.1. **Payment.** You will be charged monthly via the payment method used to set up the Service Plan. If this involved a credit card or debit card, it is your responsibility to ensure the payment method remains valid. Failed or missed payments will result in the automatic cancellation of the Service Plan (see clause 9 below).
- 7.2. **VAT.** All the prices displayed by the Company include VAT unless otherwise stated.
- 7.3. **Price changes.** We may change our subscription plans and prices from time to time. We will always give you at least 30 days notice of any changes.
- 7.4. **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

8. CANCELLATION

- 8.1. **When you can cancel – cooling off period.** You have a right to cancel this contract within 14 days of purchase by emailing customer.service@tepeo.com.
- 8.2. **When you can cancel after the cooling off period.** You can cancel your subscription at any time on 30 days notice. When you cancel you will continue to have access to subscription features until the end of the relevant billing period, after which your subscription will end and you will lose access to all subscription features and services.
- 8.3. **How to cancel.** You must tell us that you have changed your mind by sending an email to customer.service@tepeo.com. Any email sent intended to serve as your statement of cancellation should be clear and unambiguous. You may use the following style of wording although this is not obligatory:

“I/we hereby give notice of cancellation for the contract number [insert contract number] for the supply of [item you wish to cancel] to [property address]. Signed [insert your name].”

9. OUR RIGHTS TO END THE CONTRACT

- 9.1. **We may end the contract if you break it.** We may end the contract at any time by writing to you if:
- (a) you do not make a payment to us when it is due.
 - (b) Provide safe access to the ZEB for maintenance visits
- 9.2. **We may withdraw the product at any time.** We may write to you to tell you that we are going to stop providing the products. We will let you know at least 14 days in advance and we will refund any sums you have paid in advance for services not received.

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1. **We are responsible for any foreseeable loss and damage caused by us.** Where we have caused you foreseeable loss and damage by breaking this contract or by failing to use reasonable care and skill we will compensate you. However, we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if both we and you knew that it might happen at the time this contract was made (for example, if you discussed it with us during the sales process).
- 10.2. **We do not exclude or limit our responsibility to you where it would be unlawful to do so.** This means we do not exclude or limit our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation, or for breach of your legal rights in relation to the products (including the right to receive products which are: as described, and match information we provided to you, of satisfactory quality, fit for any particular purpose made known to us, supplied with reasonable skill and care and, where installed by us, correctly installed as described in section 7, and for defective products under the Consumer Protection Act 1987).

11. OTHER IMPORTANT TERMS

- 11.1. **We may transfer this agreement to someone else:** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within

30 days of us telling you about it and we will refund you any payments you have made in advance for goods or services not provided.

- 11.2. **You need our consent to transfer your rights to someone else.** You can transfer this contract (up to a maximum of the remainder of the ten years at the point of transfer) to a new owner of your product, subject to the following conditions:
- (a) We may require the new owner to show proof of purchase;
 - (b) The transfer will be subject to the new owner successfully setting up a payment method as part of signing up to the Service Plan (as set out in section 7 above).
- 11.3. **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms except in respect of the guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 11.4. **If a court finds any part of this contract illegal, the rest will continue.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 11.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

12. PRIVACY

We collect and process your personal data in accordance with our privacy notice which can be found at: www.tepeo.com/privacy-policy.