

P O Box 4551
Middelburg
Mpumalanga
1050
Fax: 086 6644950



Reg. No 2015/236388/07 Vat: 4540271147

Pieter 082 375 9740
Peter 076 555 0785

E-mail: info@maxsolair.co.za

Terms and Conditions

1. PARTIES AND DEFINITIONS

- 1.1. "Supplier" means MaxSolair Solar Services a Company duly registered under the laws of the Republic of South Africa;
- 1.2. "Customer" means any person, firm, company, corporation or other legal entity whose details appear on the quotation of which these Terms and Conditions form part;
- 1.3. "Services" means any solar service installations rendered by the Supplier to the Customer in terms of the specifications required by the Customer and as described in the quotation;
- 1.4. "Agreement" means the agreement between the Supplier and the Customer for solar service installations incorporating these terms and conditions.

2. AGREEMENT

- 2.1. The contractual relationship between the Supplier and the Customer shall be subject to the Terms and Conditions herein, and no addition or variation shall apply unless agreed to in writing.
- 2.2. The quotation for the provision of the Services to the Customer by the Supplier shall be deemed to be an offer by the Supplier to render the Services as stipulated in the quotation and which is subject to these Terms and Conditions.
- 2.3. No quotation shall be deemed to be accepted by the Customer until a written acknowledgement and acceptance thereof is issued by the Customer.
- 2.4. The Customer shall ensure that the terms of the quotation, and any applicable specifications, are complete and correct.
- 2.5. Any quotation is provided on the basis that no Agreement shall come into existence until the Customer notifies the Supplier in writing of the acceptance thereof. Unless previously withdrawn, quotations are open for acceptance within the period as stated on the quotation. Where there is no period stated, the quotation shall be open for acceptance for 7 (seven) days from the date it is issued unless withdrawn by the Supplier during that time.
- 2.6. Prices indicated in all quotations by the Supplier are exclusive of Value Added Tax (VAT) unless otherwise specified in writing.

3. WARRANTIES AND LIMITATIONS OF LIABILITY

- 3.1. The Customer shall be liable for all costs pertaining to travelling, transport and labour of the Services.
- 3.2. The Supplier shall source on behalf of the Customer quality equipment from reputable suppliers to design and plan the Solar-Photovoltaic and battery backup systems as requested by the Customer and in terms of the Customer's requirements.
- 3.3. The Supplier shall render the Services according to the specifications designed by the Supplier and as required by the Customer.
- 3.4. The Supplier warrants that it has the necessary expertise to render the Services and provides the Customer with a 12-month warranty on the Services.
- 3.5. The Supplier does not provide any warranty whatsoever in respect of the individual equipment itself sourced by the Supplier and used in the manufacture of the Solar-Photovoltaic and battery backup systems installed by the Supplier.
- 3.6. The Supplier shall have no liability towards the Customer for the replacement or repair of the individual equipment sourced and installed or for any damages of whatever nature caused in connection therewith.
- 3.7. The Supplier shall inform the Customer about the individual warranties provided to it by the suppliers/manufacturers of the equipment. Should the equipment fail to perform according to

specifications then the Supplier shall assist the Customer to contact the manufacturer / distributor supplier of the equipment in issue.

- 3.8. The Supplier shall not be liable for any damage or loss resulting from rendering the Services except if it is as a result of gross negligence by the Supplier.
- 3.9. The Supplier is not responsible for any defects, failures, damage or performance limitations caused in whole or in part by power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside the Supplier's control, or Customers abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way.
- 3.10. The Supplier shall not be liable for any damage, loss or injury resulting from any misuse of the equipment installed nor will it be liable for any damage to the equipment which is not used in accordance with the prescribed specifications or if it is used for another purpose which the manufacturer designed or intended such equipment to be used.

4. RISKS

- 4.1. Risk in the equipment shall pass to the Customer when it is received by the Customer or delivered to the Customer's premises by the Supplier.
- 4.2. Any electrical appliances powered from the Customer's solar or backup systems will not be covered by the Supplier's insurance and the Customer must cover this with its own insurance.
- 4.3. All electrical cables, electrical protection equipment, fuses and fuse holders must be covered by the Customer's insurance once it has been installed at the Customer's premises.
- 4.4. Any lightning damage to any equipment will not be covered by the Supplier's insurance, notwithstanding that the lightning/surge protection was installed by the Supplier.

5. RESERVATION OF OWNERSHIP

All equipment installed shall remain the property of the Supplier until full payment has been received by the Supplier and the full payment reflects in the Supplier's bank account.

6. PAYMENT

- 6.1. The Customer shall be obliged to make payment to the Supplier as indicated on the terms of the quotation signed and accepted by the Customer and the invoices issued thereafter.
- 6.2. Should the Customer fail to make payment of the invoices then the Supplier shall have the right to suspend the Services until such time as payment has been received and it reflects in the Supplier's bank account.
- 6.3. The Customer shall have no claim of whatsoever nature against the Supplier as a result of any delay in the rendering of the Services due to non-payment by the Customer.
- 6.4. No deduction or any set-off from any payment due may be made by the Customer.

7. REGISTRATION

- 7.1. Registrations of Inverter Systems/Solar Systems/Backup Systems with the Local Municipality/Town Council/Eskom shall remain the sole responsibility of the Customer.
- 7.2. All certifications required for registration with the Local Municipality/Town Council/Eskom shall be for the Customer's cost.

8. ELECTRICAL CERTIFICATE OF COMPLIANCE

- 8.1. Services rendered by the Supplier does not include any Electrical Certificate of Compliance ("COC") unless the Supplier has specified in writing on the quote to the Customer that the COC has been included in the quote.
- 8.2. The Supplier shall supply the COC if it is specified in the quote in writing and it shall only include the changes made to the existing electrical circuit and the new circuits added to the electrical system.
- 8.3. The existing electrical circuits shall not be included in the Supplier's COC unless specified on the quote.
- 8.4. The existing wiring and electrical equipment shall not be included in the Supplier's COC unless specified in the quote.

9. COMMISSIONING AND CALL OUTS

After the Services have been rendered the Supplier shall only attend to basic operational system functionality issues for a period of 90 days after commissioning at no cost to the Customer. Thereafter a call out fee shall be charged.

10. FORCE MAJEURE

The Supplier shall not be in breach or be liable for any loss or damage caused by its non-performance or any delay in performance of any of its obligations herein arising out of any external event beyond the Supplier's control.

11. BREACH

In the event that either party ("the defaulting party") to this contract breaches any material term hereof and fails to remedy such breach within 20 (twenty) days of the date of receipt of a written notice from the other party ("the aggrieved party") requiring such breach to be remedied, the aggrieved party will be entitled immediately to cancel this contract by written notice to the defaulting party, which cancellation will be without prejudice to any other rights which the aggrieved party may at law enjoy arising out of such breach and/or cancellation.

12. NOTICE

All notifications to a party must be in writing and sent by prepaid registered post or electronic mail to the addresses or electronic mail addresses as indicated on the quotation.

13. SEVERABILITY

If any term and/or condition of the contract is found to be unenforceable or is cancelled for any reason, the remaining terms and conditions of the contract shall continue to be of full force and enforceable.

14. NO WAIVER

No waiver or indulgence of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause 14, unless it is reduced to writing and signed by and on behalf of the parties.

15. GOVERNING LAW AND JURISDICTION

This contract shall be construed in terms of the laws of the Republic of South Africa and the Customer hereby consents to the jurisdiction of the District Magistrate's Court having jurisdiction in respect of any action to be instituted against the Customer by the Supplier in terms of this Contract.

16. LEGAL COSTS

Should the Supplier have to take any legal action against the Customer to enforce its rights in terms of this contract, the Customer shall pay all legal costs, including collection commission and interest at the prescribed rate, incurred by the Supplier on an attorney and own client scale.

17. GENERAL

17.1. This document read with the quotation contains the entire agreement between the Supplier and Customer and no party shall be bound by any undertakings, representations, warranties or promises not recorded herein.

17.2. No person, other than the directors of the Supplier, has any authority to contract on the Supplier's behalf on any terms or conditions other than those contained herein.

17.3. No terms or conditions contained in any quotation, proposal or other document issued by the Supplier that are at variance with the conditions contained herein shall be valid and these terms and conditions shall not be capable of variation except by express written agreement signed by or on behalf of the Customer and on behalf of the Supplier.

17.4. The Customer chooses the Customer's address at which the Services is to be rendered by the Supplier as its *domicilium citandi et executandi* and the address to which or at which all correspondence, notices and legal process may be sent or delivered to the Customer. The Supplier chooses as its *domicilium citandi et executandi*, 12A Wicht st Middelburg, Mpumalanga, 1050 and the address to which or at which all correspondence, notices and legal process may be sent or delivered to the Supplier.

