



Terms and Conditions

General

Thank you for considering The Solar Agency, our Partners and Affiliates for your supply needs. Below are the terms and conditions for our services:

Order Placement:

Orders can be placed via our Stock Sheet process and emailed to our customer service team. Orders placed will be processed and confirmed via email within 24 hours.

Payment:

Payment is due at the time of order confirmation when we provide you with a quotation unless otherwise agreed upon by both parties. We accept payment via bank transfer.

Shipping:

All orders will be shipped via a carrier of our choosing unless otherwise specified by the customer. Shipping costs will be added to the invoice and paid by the customer. Delivery times may vary depending on the carrier and destination. The collection of orders is also available.

Returns:

If you receive a damaged or defective product, please contact your agent within 3 days of delivery. We will work with you to arrange for a replacement. Returns for any other reason will be subject to a restocking fee and must be approved by our customer services team.

Warranty:

Our products come with a manufacturer's warranty, which varies by product. Please contact our customer services team or consult the manufacturer's guide/manual for specific warranty

information. Warranty claims will not be accepted if prior pictures of your installation were not provided on the completion of said installation.

Liability:

We are not liable for any damages or losses incurred during shipping. However, we will work with you and the carrier to resolve any issues.

Changes to Terms and Conditions: We reserve the right to modify these terms and conditions at any time. Customers will be notified of any changes via email or our website.

By placing an order with The Solar Agency, our Partners and Affiliates, you agree to these terms and conditions. If you have any questions or concerns, please contact our customer services team.

Cancellations

The Solar Agency requires a payment of 100% to confirm the reservation/order for the renewable energy products to be supplied. We may impose a cancellation fee in the event of cancellation before the date of delivery of the products to be supplied. The fee will depend on the nature of the reservation/order, the length of notice of cancellation before the reservation/order due date, the reasonable potential to find alternative clients for the renewable energy products and the reason for cancellation. No refunds on payments in the event of cancellation for already ordered/made Special-Order Goods.

Refund Policy

Please choose carefully as The Solar Agency does not normally give refunds concerning renewable energy products being supplied or installed if you change your mind or have made the wrong decision. You can choose between a refund, exchange or repair, where renewable energy products have been proven defective within the warranty period or 10 business days if the products are wrongly described, different from the sample shown to you or do not perform as advertised. If the renewable energy products are installed, affixed, or amended we will not accept a return of the renewable energy products unless defective. We may charge a handling fee if the return is accepted by management.

Shipping and Delivery

Notwithstanding anything to the contrary, The Solar Agency's obligation to deliver the renewable energy products as agreed shall in all cases be subject to the following:

Whilst delivery times are provided in good faith and The Solar Agency will use every means to comply therewith, no responsibility can be accepted for any loss or damage incurred by the Client on account of any delay in delivery arising out of circumstances beyond The Solar Agency's control, which circumstances will include, but are not limited to:

- any delays in the supply of renewable energy products by The Solar Agency's Service

Providers which cannot be directly or indirectly attributed to them;

- the Client/their employees' instructions concerning the specifications of the renewable energy products are inaccurate.
- Any delays due to freight services;
- if any balance of the purchase price payable on the date of reservation is not paid on the date of anticipated delivery;
- The Solar Agency will communicate any unavoidable delay in the delivery.

Warranty

The Solar Agency promises its Clients that the renewable energy products provided by its members will be free from defects and are subject to the following conditions:

- The warranty is effective for a period equal to the product warranty period. The date is effective from the date of delivery and the Client will be entitled to either request a replacement or repair of the renewable energy products supplied if deemed to be defective within such period;
- The Solar Agency shall not be liable or responsible for any damages of whatsoever nature, including consequential and penal damages, caused by or due to any failure of operation or malfunction of the renewable energy products unless such damages can be attributed to any circumstances reasonably within The Solar Agency's control;
- The warranty shall immediately be rendered null and void in the event of any of the following:
 - Any alterations, modifications or additions made to the renewable energy products

supplied, without the prior consent of The Solar Agency;

- Failure to use renewable energy products following the manufacturer's instructions and/or specifications of The Solar Agency;
- General misuse and/or abuse of the materials supplied;
- Damage caused by fire, flood, civil disturbance or acts of God;
- The Client is not able to supply their original Tax invoice as provided by The Solar Agency;
- Any default that can be attributed to normal wear and tear of the renewable energy products and/or components supplied or installed, taking into regard the age of the renewable energy products and the use it was normally put to in the past;
- The Solar Agency did not inspect the renewable energy products supplied to evaluate/determine the reason for its malfunction before the Client requested its replacement or repair.

Payment Terms

The Solar Agency reserves the right to suspend delivery of any orders if payment for such orders is not made on time. If the amount is outstanding for a period exceeding 30 days from the date of the statement, The Solar Agency will charge **interest** at a rate not exceeding 2% per month or as per the maximum rate determined by the National Credit Act from time to time on overdue payments.

All accounts older than **30 days** will be handed over for collection. The Customer will be liable to pay all legal fees for the collection of such outstanding amounts on a fee scale as determined by the court of law/tribunal where the collection matter will be adjudicated.

The Customer hereby agrees to the jurisdiction of the Magistrates Court of The Western Cape if any outstanding amount is handed over for collection, although such Magistrates Court may normally not have jurisdiction in the matter.

Delivery Note

It is recommended that the Company includes a **Delivery Note** to be signed by all Clients **which should consist of the following Clause:**

I acknowledge that as the renewable energy products provided to me concerning the visible quality and specifications thereof are to my satisfaction and satisfy the requirements of the renewable energy products ordered I will refrain from requesting any refunds, replacement of goods or repair of goods. I furthermore accept full responsibility for any damages to such renewable energy products, which are damaged while under my control and pertaining to my negligence or fault. I may,

however, request a refund, repair or replacement of the renewable energy products if it is proven to be defective or not as agreed to by the parties within the period specified in the warranty clause.

The Delivery Note should, as with other documents of the Business, include the following:

- the Business's full name; **The Solar Agency, Registration Number 2013/083099/07** and
- The Business address: **Workshop 17, Cnr Tabak and Louws, Paarl, Cape Town, 7464.**

By signing this, the member accepts The Solar Agency's Terms and Conditions.

Name of Member:

Signature and Date:

