

## **Terms and Conditions:**

- Represent the entire agreement between the parties and no alterations or additions may be effected unless agreed to by both parties, reduced to writing and signed by you and a duly authorized representative of Pavsolarsolutions.co.za;
- Are subject to change and you agree that any order placed shall be subject to the terms and conditions in force at the time the order was placed;
- Are final and binding and are not subject to any suspensive or dissolutive condition;
- Expressly exclude any conflicting conditions stipulated by you;
- Apply to all employees, servants and agents of Pavsolarsolutions.co.za.

## **Quotations**

All quotes will remain valid for a period of 2 (two) calendar days from the date of issue.

## **Payment Options & Terms**

Pavsolarsolutions.co.za accepts the following payment methods:

- (EFT) Electronic Funds Transfer
- Cash Deposits – 2% bank levy applies
- **No COD or Cheque payment** options

It is your responsibility to determine whether the goods ordered are suitable for the purpose of intended use. Should you be uncertain as to the suitability of a product, please contact our offices for assistance prior to placing your order.

No order will be binding on Pavsolarsolutions.co.za until it has been accepted by its management.

Payment for product/s ordered is due prior to shipment.

You may attend to payment via EFT, or via any of the approved methods of payments referred to above.

Where applicable, prices are quoted on the ruling day exchange rate and may increase as a result of adverse changes in the exchange rate. Until such time as we have received payment in full, we reserve the right to charge any fluctuations to the client's account and the client undertakes to pay for such fluctuations on demand. It is the responsibility of the client to check that there have been no changes in the price prior to attending to payment.

## **Shipping Charges**

Your total cost for purchase of any product will include shipping and handling charges as reflected on the Pavsolarsolutions.co.za invoice.

You undertake to effect payment as specified on the invoice furnished to you and acknowledge that Pavsolarsolutions.co.za may levy interest at the rate of 1.5% per month, on outstanding amounts, or the highest rate allowed by law, whichever is greater.

## **Delivery**

Any delivery note or waybill (copy or original) signed by you or person accepting delivery on your behalf and held by Pavsolarsolutions.co.za shall be sufficient proof that delivery was made to you. Goods delivered must be checked in order to confirm that the goods delivered are in accordance with the order placed and are free from visible damage/defect. Any discrepancies and/or visible defects must be noted on the delivery note/waybill.

Pavsolarsolutions.co.za reserves the right to split the delivery of goods ordered in the quantities and on the dates it decides with your prior consent, which consent shall not be unreasonably withheld.

Delivery of goods may arrive separately as they could be dispatched from different suppliers directly to your door for convenience.

Should you choose to engage a third party to transport the goods, you indemnify Pavsolarsolutions.co.za against any claims of whatsoever nature that may arise from such an agreement.

Pavsolarsolutions.co.za warrants that it will endeavor to meet delivery times, but shall not be liable for any loss or damage of whatsoever nature which you may suffer as a result of any delayed delivery, unless the aforesaid has regard to circumstances within its reasonable control.

## **Pricing**

Price, specifications and terms are subject to change, you are therefore requested to peruse the prices, specification and terms prior to placing any order. The purchase price will be the current price as appearing on Pavsolarsolutions.co.za website

If prior to delivery of the goods, there is any increase in the cost of the goods, or if any other taxes or duties are levied or any laws are promulgated which directly or indirectly increases the cost thereof to the company, the company shall be entitled to increase the price of the goods by an amount equal to such increased cost, by giving you reasonable notice thereof.

## **Change of Orders**

All orders and variations to orders are subject to these terms and conditions. Only written orders and variations to orders will be accepted by Pavsolarsolutions.co.za. Notwithstanding the above, Pavsolarsolutions.co.za may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Pavsolarsolutions.co.za however, reserves the right to refuse delivery or collection of any order until placed in possession of a written order form.

## **Cancellation Of Orders**

Requests for cancellation of an order, prior to delivery, must be submitted in writing to [info.pavsolar.co.za](mailto:info.pavsolar.co.za)

No refunds will, however, be furnished on deposits in the event of cancellation for specially ordered or manufactured goods.

Any order is subject to cancellation by Pavsolarsolutions.co.za should the goods ordered become unavailable due to any cause beyond Pavsolarsolutions.co.za reasonable control.

## **Processing Times Policy**

You can expect an order to be processed within approximately three to five business days, provided the items are in stock and the payment has been verified. Pavsolarsolutions.co.za, therefore, cannot guarantee same day shipping. Customers should also note that no orders will be processed on weekends and official public holidays.

## **Back Orders**

Pavsolarsolutions.co.za will notify you should there be any delay in obtaining/delivering any goods ordered. The unavailable order will be placed on back order, and the remainder of the order placed will be shipped. Please check our website for the back ordered items estimated time of arrival. Please note that the dates reflected are estimates and Pavsolarsolutions.co.za cannot guarantee the arrival dates. Should the backorder, however, remain undelivered 30 (thirty) days from the date the order was placed you may cancel the agreement by giving Pavsolarsolutions.co.za 7 (seven) days written notice. Any order is subject to cancellation by Pavsolarsolutions.co.za should the goods ordered become unavailable due to circumstances beyond Pavsolarsolutions.co.za reasonable control.

## **Guarantees And Warranties**

To the extent allowed by law, and notwithstanding any other provision of this agreement:

- Any goods supplied by the company shall be subject to the manufacturing company's warranty;
- The only entitlement you shall have in respect of those goods shall be to require Pavsolarsolutions.co.za to enforce such warranty against the manufacturer of those goods on your behalf.

**The warranty shall immediately be rendered null and void in the event of any of the following:**

- Failure to use the products in accordance with instructions and specifications provided by the Manufacturer;
- Should the product has been subjected to physical damage, abuse, misuse, alteration, neglect, tampering, improper maintenance, or has been serviced, repaired, installed by persons not possessing the necessary qualifications required to do so;
- The product is not returned with an invoice/verifiable method confirming proof of purchase.

## **Returns**

You may return goods in the following instances:

- Within 7 (seven) days of the date of the receipt of the goods if the transaction falls within the scope of Section 44 of the Electronic Communications and Transmissions Act. The aforementioned return policy excludes items contemplated in Section 42(2) of the aforementioned Act; or
  - within the implied warranty period if the product is defective; or
  - Within 10 (ten) business days, if Pavsolarsolutions.co.za has made an error in delivery.
- Notwithstanding the above, Pavsolarsolutions.co.za shall not be required to accept the return of any goods, unless defective within the warranty period, if at your direction the goods have been:
- partially or entirely disassembled;
  - physically altered;
  - permanently installed, affixed or attached;
  - Joined or added to or blended or combined or embedded within other goods or property.

## **Returns Procedure**

Pavsolarsolutions.co.za will not accept the return of any product without prior authorization and a confirmation return number issued pavsolarsolutions.co.za.

Customers agree to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. You are required to bear the cost of shipping and insurance required for the return of the goods to Pavsolarsolutions.co.za. Pavsolarsolutions.co.za will not refund shipping charges, unless an error in delivery was made by Pavsolarsolutions.co.za.

Customers agree that all returned products for credit, replacement or refund will be 100% complete, in a resalable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer.

There shall be a 25% return charge (as per supplier/manufacturer charge) for returns due to the order being the fault of the consumer.

If any component of the returned product is missing, Pavsolarsolutions.co.za will refuse to accept the return or may impose additional charges against you for the replacement of the missing component.

Pavsolarsolutions.co.za may impose a reasonable fee should it be necessary to restore the goods in order to render it suitably fit for re-stocking.

## **Repairs**

**No repairs will be handled by Pavsolarsolutions.co.za. All manufacture defaults will be handled directly by manufacturers.**

Pavsolarsolutions.co.za shall not be liable for any loss or damage of whatsoever nature which you may suffer as a result of any unforeseen costs and/or delayed repairs done by manufacturers.

Solar Advice will lodge any complaint and place you in contact with the manufacturer to process the repair work or replacement of any product that was purchased through Solar Advice.

All costs for shipping to the manufacturer will be at the client's expense should the manufacturers not offer a call out or free shipping policy to cover the expense.

## **Limitation of Liability**

To the extent allowed by law, you agree that Pavsolarsolutions.co.za shall not be liable to you or any other person or entity whatsoever in respect of any loss or damage:

- caused by or arising from any fact or circumstance beyond the reasonable control of Pavsolarsolutions.co.za;
- which is consequential or incidental loss or damage; and/or
- Of whatever nature and howsoever arising from or in connection with the supply of goods.

## **Service Address and Notices**

For all purposes under this agreement including giving of any notice, the payment of any amount, the service of any process and for all other purposes arising from this agreement you hereby choose the service address set out on the quotation for the order of goods.

## **Title and Risk of Loss**

Pavsolarsolutions.co.za will arrange for the shipment of the goods ordered by you, F.O.B (Free on Board) shipping point, at which stage title to the goods purchased and risk of loss passes to you upon delivery to the carrier.

Pavsolarsolutions.co.za reserves a purchase money security interest in the goods until such time as all goods have been paid for in full. You agree to allow Pavsolarsolutions.co.za to sign appropriate documents on your behalf to permit Pavsolarsolutions.co.za to protect its purchase money security interest.

For any inquiries or complaints regarding our terms, please email us

[Pavsolarsolutions@gmail.com](mailto:Pavsolarsolutions@gmail.com)

*Or Contact us on 073-528-2308*