

Terms and Conditions

Quote subject to:

1. The client is to provide suitable 230V 50Hz AC power at all the points of installation, to firstly facilitate the installation process and secondly to power the installed equipment. If this is not possible and/or unavailable during the commissioning, configuration, training and hand-over phases, and the client cannot supply a suitable generator, then if so requested, **Green Point Solar** will supply a generator at cost + insurance + fuel + 10% admin fee. The max payment retention is 2.5%, unless otherwise negotiated.
 2. All cabling trays, conduits, sleeves, trunking, manholes, chasing and trenching is to be done by the client or the electrical contractor, unless specifically specified and quoted by **Green Point Solar**.
 3. All power backup and surge protection to be supplied by the client, unless specifically specified and quoted by **Green Point Solar**.
 4. On proof of delivery of Solar systems the total risk moves from the contractor to the client. The client shall not in dispute on this matter delay payments, delay completion of work by the contractor or hinder the contractor in the reasonable completion of his work.
 5. The client will provide the contractor before any work is performed by the contractor, with a place of safety for storage of all tools and Solar systems for the full duration of the contract.
 6. In the event that any changes to the physical environment (within which **Green Point Solar** must install any equipment) may occur after the **Green Point Solar** site visit, or discrepancies between plans supplied to **Green Point Solar** by the client and final conditions encountered by **Green Point Solar**, **Green Point Solar** will in reasonable time indicate the cost and time delay implications to the client, and the client will not in unreasonable manner disallow for these changes to the original quote.
 7. In the event of the client delaying the completion of the project due to negligence, unreasonable hindering of **Green Point Solar** staff members or the actions of a third party, **Green Point Solar** will hold the client responsible for all time and cost implications.
 8. The quality measurement of the project will in any case of dissatisfaction by the client, be performed by an adjudicator being a member of the Board for Consulting Engineers acceptable to both parties, on the costs of the client. **Green Point Solar** will then complete the changes as suggested by the adjudicator, at own cost.
 9. In the event of a dispute developing between the client and **Green Point Solar**, a registered CA or Attorney acceptable to both parties, will be contracted to resolve the matter and determine cost application.
- No other agreement exists between the client and **Green Point Solar** unless put in writing, signed by **Green Point Solar** and the client and amended to this document.

Payment terms:

1. All Call-out work or direct purchases such as identity tags are performed on a C.O.D (Seven days) basis.
2. All Maintenance Contracts are payable 30 days in advance.
3. All Solar systems costs emanating from Maintenance Contracts are payable on a C.O.D (Seven days) basis.
4. Projects:
 - 1ST Invoice on acceptance of quotation, for minimum. 75% of contract.
 - 2ND Invoice on completion of Solar systems for the remaining 25% of the contract. Installation is seen as completed when the full system is installed, commissioning of system will be done after completion. Final payment can not be delayed due to factors beyond the control of **Green Point Solar**, this will include power supply from the grid to the installation.

Ownership:

- All equipment, Solar systems and software remain the property of **Green Point Solar** until full and final payment. This agreement is not affected by the change of ownership of the property on which **Green Point Solar** installed the equipment, Solar systems and software.

Guarantee:

- **Guarantee (new equipment):**
As per standard manufacturers guarantee from date of invoice
12 Month guarantee on workmanship conducted by Green Point Solar's technicians. Does not cover damages caused by negligent operation, overloading and Force Majeure.
- **Guarantee (Demo equipment):**
Item swap out is applicable; however, the guarantee is voided and does not cover damages caused by negligent operation, overloading and Force Majeure.
- **Guarantee (repaired equipment):**
Repairers guarantee is applicable; however, the guarantee is voided and does not cover damages caused by negligent operation, overloading and Force Majeure.

Limitation of liability:

- **Green Point Solar's** liability on any claim for loss or liability arising out of or connected with this contract, or the manufacture, sale, delivery, resale, or use of any apparatus covered by this contract (including but not limited to, loss or liability arising from breach of contract, negligence or otherwise) shall in no case exceed in the aggregate the unit price of such apparatus or part thereof involved in the claim. In no event shall the Company be liable for special indirect or consequential costs or damages.
- Failure of hybrid solar systems areal so caused by worn out or faulty circuits i.e. Earth leakage breakers, circuit breakers, loose connections and incorrect earthing. In such cases the guarantee is voided and does not cover damages caused by negligent operation, overloading and Force Majeure.

Green Point Solar is only acting as a wholesaler between the supplier, factory, and manufacturer. Green Point Solar disclaims itself from any damages or losses that may result from using equipment that has been supplied or bought from Green Point Solar. Green Point Solar does not carry any warranty or guarantees that have been set out by the original manufacturer's specification sheet or on products that have been provided or claimed. Green Point Solar will only act on the original manufacturer's instructions on how to handle a warranty and guarantee and it will be at the manufacturer's discretion how the refunds and repairs will be handled. Only after Green Point Solar has been refunded or supplied with parts or new equipment from the manufacturer will it be carried over to the client or reseller.

It is the client or end-user's obligation and duty to read and learn the product information, rules and user manuals that have been provided in the form the manufacture requires it. The end-user must register all equipment at manufacture if it is required.

All warranties or guarantees will only be attended to by the manufacturer of the equipment after full information has been provided in the form the manufacturer requires it.

If any equipment is installed by an unqualified person, it will result in warranties being voided (canceled).

Warranty Scope

The factory warranty does not cover damages that occur due to the following events:

- Transport damage
- Incorrect installation or commissioning
- Failure to observe the user manual, the installation guide, and the maintenance schedule
- Modifications, changes, or attempted repairs
- Incorrect use or inappropriate operation
- Insufficient ventilation of the device
- Failure to observe the applicable wiring and safety regulations
- Force majeure (e.g. Lightning, overvoltage, storm, fire)

Cosmetic defects which do not influence the energy production are also not covered by the factory warranty. Claims that go beyond the rights cited in the warranty conditions, in particular claims for compensation for direct or indirect/ consequential damages arising from the defective product, for compensation for costs arising from disassembly and installation, or loss of profits are not covered by the factory warranty, insofar equipment is not subject statutory liability.