

# **TERMS & CONDITIONS OF SALES AND DELIVERY**

## 1. GENERAL TERMS AND CONDITIONS

- 1.1. These General Terms and Conditions of Sales and Delivery will apply to all offers, (purchase) agreements, Proforma, Quotations, Invoices, Deliveries, Collections and Activities of The Water Solar Company. With placement of the order of the products the buyer acknowledges these General Terms and Conditions of Sales and Delivery.
- 1.2. All prices quoted are valid for a period of Seven (7) days from date of Estimate/Proforma invoice.
- 1.3. All information included in the Estimate/Proforma invoice is based on the information provided by the client, and considered true and correct.
- 1.4. All products are subject to availability
- 1.5. All products remain the property of The Water Solar Company until paid for in full.
- 1.6. The risk shall pass to the customer when components leave The Water Solar premises or on delivery to purchaser, whichever is sooner

## 2. DELIVERIES AND COLLECTIONS

- 2.1. Product collection/delivery dates are given in good faith, however, in the case of late delivery The Water Solar Company cannot be held responsible for any additional costs incurred in the case of late delivery.
- 2.2. In certain cases, goods are delivered by sub contracted transporters, and as such are not employees of the organization. Therefore, The Water Solar Company cannot be held responsible for damages in transit. Insurance for fragile or sensitive goods can be arranged on request and insurance will be payable by the purchaser.
- 2.3. Deliveries and travel will be calculated as per distance.
- 2.4. Stock ordered and held on a COD basis must be collected within 5 working days.
- 2.5. The Water Solar Company endeavours to stick to a strict delivery schedule, however, due to many unforeseeable variables time of delivery is an estimate only.

## 3. MAINTENANCE & REPAIRS

- 3.1. A quote for the servicing/overhauling of equipment is subject to stripping, cleaning and final inspection upon opening of the equipment.
- 3.2. Additional parts repairs required after stripping and cleaning require further quoting and acceptance by the client.
- 3.3. A strip and quote fee will be charged at a flat rate based on current rates on any orders not accepted.
- 3.4. A call out fee and traveling costs incurred for any maintenance or repairs required for equipment not installed by an approved installer or as a result of interference, negligence or any installation completed by anyone other than an approved installer will be for your (the client) account, charged for at a flat rate as specified in the most recent The Water Solar Company pricing.

#### 4. GUARANTEES AND WARRANTIES

- 4.1. All guarantees and warranties are subject to proper use of equipment.
- 4.2. All Pumps are guaranteed for 1 or 2 years depending on the brand.
- 4.3. All Solar Photo Voltaic Components are subject guarantees and warranties of their respective manufacturers. Respective guaranty and warranty forms will be made available to the purchaser and will be applicable from date of receipt of the product by the purchaser. The Water Solar Company will assist the purchaser with guarantee and warranty claims as far as is within our power
- 4.4. All Water Filtration/Purification Components are subject guarantees and warranties of their respective manufacturers. The Water Solar Company will assist the purchaser with guarantee and warranty claims as far as is within our power. Failure of Reverse Osmosis membranes due to water quality of the feed water or where the Media or Membrane has been misapplied are excluded. Such warranty claims will require investigation of the system and analysis of the feed water, of which the cost shall be borne by the customer or installer, in order to support the warranty claim. In the case of electronic equipment damage due to power surges, load shedding or environmental conditions (i.e Exposure to the elements or force of nature) will be excluded.
- 4.5. Any equipment malfunction due to incorrect installation by self-installation or uncertified installers will void the manufacturer's warranty.

#### 5. PRICING AND PAYMENT TERMS

- 5.1. Goods will only be released for delivery/collection upon full payment of invoice
- 5.2. All Pricing is subject to change without notice
- 5.3. Payment Terms are strictly EFT for all goods.
- 5.4. Funds must reflect in our account before any goods will be released.
- 5.5. All items remain the property of The Solar Water Company until paid for in full.
- 5.6. Prices are subject to the exchange rate on all Imported Products only.
- 5.7. All proof of payments must be sent to salessa@thewatersolarcompany.co.za
- 5.8. All payments must reflect Estimate/Invoice number for allocation purposes. Unallocated payments may delay installations and deliveries.

## 6. KITS & COMBOS

6.1. Kits and combos are installed at the user's discretion, The Water Solar Company cannot be held liable for dysfunctional systems not installed correctly.

#### 7. RETURNS & REFUNDS

- 7.1. A refund on goods incorrectly supplied by The Water Solar Shop will be subject to the goods being returned unused in their original packaging within fourteen days (14) days of purchase.
- 7.2. No refunds on goods correctly supplied.
- 7.3. In the case of a manufacturing of factory fault the item will be replaced at no extra cost after testing/assessment.
- 7.4. The onus is on the client to assess products and goods upon acceptance.
  - 7.4.1. The Water Solar Company will not be held responsible for any malfunction in the desired operation of solar system equipment/water filtration and purification system installations or pump installations not conducted by an approved installer.
- 7.5. No returns on cut lengths of cable and pipe
- 7.6. All returned goods to be transported at the customer's own cost
- 7.7. All products are subject to availability of stock.

## **BANK ACCOUNT DETAILS**

ACCOUNT NAME: The Water Solar Company

BANK: First National Bank

ACCOUNT NUMBER: 6306 9405 489

BRANCH CODE: 250 655