



Terms & Conditions.

Terms and Conditions for the sale of all Solar products:

These terms and conditions:

- Represent the entire agreement between the parties and no alterations or additions may be affected unless agreed to by both parties, reduced to writing and signed by you and a duly authorized representative of Resun (Pty) Ltd.
- 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.

Quotations:

All quotations will remain valid for a period of 7 (Seven) days from the date of issue only.

Payment options & Terms:

Resun will only accept the following payment methods:

- (EFT) Electronic Funds Transfer (Funds to clear before shipment).
- Debit Card payments
- Terms as stipulated on your confirmation of an account should one be approved.
- **Note:** We do not accept Cheque Payments or Cash Deposits

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

All products are to be installed in accordance with the manufacturer's specifications and the laws of South Africa. All electrical products are required to be installed by a professional and suitably qualified person and have the correct COC (certificate of compliance) in accordance with SANS regulations.

No warranty claims will be entered into if the above is not adhered to as the documentation may be required.

No order will be binding on Resun until it has been confirmed by us.

Payment for product/s ordered is due prior to shipment and needs to be cleared in our account unless it is on an approved account.

Payment can only be made via EFT, or any of the approved methods of payments referred to above.

Where applicable, prices are quoted on the ruling 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 pricing before making the payment.

Shipping charges:

Your total cost for purchase of any product may include shipping and handling charges as reflected on the Resun quotation.

Delivery:

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

Should you choose to engage a third party to transport the goods, you indemnify Resun against any claims of whatsoever nature that may arise from such an agreement. The transporter is to check the stock before accepting the stock for delivery.

Resun warrants that it will endeavour to meet delivery times but shall not be liable for any loss or damage of whatsoever nature which you may suffer because of any delayed delivery, unless the aforesaid has regard to circumstances within its reasonable control.

Pricing:

While we endeavour to minimise any changes, prices, specifications, and terms are subject to change, you are therefore requested to peruse the prices, specification, and terms prior to placing any orders. The ruling purchase price will be the price appearing on the Resun price list at the time.

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.

Changes to 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 Resun, Notwithstanding the above, Resun may, at its sole discretion, elect to accept and act upon telephonic orders and any variations to orders. Resun however, reserves the right to refuse delivery or collection of any order until being in possession of a written order form.

Cancellation of orders:

Requests for cancellation of an order will only be accepted prior to delivery and must be submitted in writing to info@sakopower.co.za

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

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

Order processing policy:

You can expect an order to be processed fully within two business days, provided the items are in stock and the payment has been confirmed. Resun, can therefore not guarantee same day shipping. Customers should also note that no orders will be processed on weekends and public holidays.

Back orders:

Resun will not keep or action any back orders unless specifically asked to do so in writing.

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 Resun to apply such warranty against the manufacturer of those goods on your behalf.
- All goods and items are to be returned to Resun at the customer's expense.
- We do not offer any off-site warranty services.

The warranty will 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 have been subjected to physical damage, abuse, misuse, alteration, neglect, tampering or improper maintenance.
- Should the product have been serviced, repaired, or installed by persons not qualified to do so.
- Where the product is returned without an invoice or other 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 return policy excludes items contemplated in Section 42(2) of the aforementioned Act; or
- Within the implied warranty period if the product is defective according to the manufacturer's warranty.
- Within 5 (five) business days, if Resun has wrongly supplied the goods off a written order.

Notwithstanding the above, Resun shall not be required to accept the return of any goods, unless they are defective within the warranty period, or if the goods have been:

- Partially or entirely disassembled.
- Physically altered in any way.
- Permanently installed, affixed, or attached.
- Joined, added to, blended, combined, or embedded within other goods or property.

Returns Procedure:

- Resun will not accept the return of any product without prior authorization.
- Customers agree to use only reputable carriers capable of providing proof of delivery and insurance for the value of the shipment. You are required to bear the cost of shipping and

insurance required for the return of the goods to Resun. Resun will not refund any shipping charges unless an error in delivery was made by Resun.

- 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% handling charge (as per supplier/manufacturer charge) for any returns, due to the order being the fault of the consumer.
- If any component of the returned product is missing, Resun will refuse to accept the return or may impose additional charges against you for the replacement of the missing components.
- Resun may impose a reasonable fee should it be necessary to restore the goods to render them suitably fit for resale.

Repairs:

No repairs will be handled by Resun. All manufacture defaults will be handled directly by the manufacturers or their appointed repair agents.

Resun will not be liable for any loss or damage of any nature which you may suffer as a result of any unforeseen costs and/or delayed repairs done.

Resun will lodge any complaint with the manufacturer to process the repair work or replacement of any product that was purchased through them.

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

Limitation of Liability:

To the extent allowed by law, you agree that Resun shall not be liable to you, 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 Resun.
- 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.

Signed and accepted on behalf of: _____

By: _____

Date: _____