



1. INTERPRETATION

1. Definitions: In these Terms and Conditions, the following words shall have the following meanings and shall apply to the terms and conditions throughout this document:
 1. **Business Day:** a day other than a Saturday, Sunday, bank or public holiday in South Africa or United Kingdom;
 2. **Client or Customer or you:** the person who contracts with the Company for the procurement of Goods and/or Services as set out and named in the Quotation.
 3. **Company, our, we or us:** Sunor Energy (Pty) Ltd (Reg 2016/080462/07) t/a Sunor Energy, whose registered office is at 281 Wangemann St, Groenkloof, Pretoria, 0181, Republic of South Africa.
 4. **Companies Premises:** 281 Wangemann St, Groenkloof, Pretoria, 0181, Republic of South Africa.
 5. **Completion:** The delivery and/or execution of Goods and/or Services related to the System at the Property and the demonstration to you of the operational availability of the System in accordance with the "Quotation" but excluding any minor faults which do not affect the operational availability of the System, which we will endeavour to correct as soon as is practicable after completion.
 6. **Contract:** the contract that is formed between the Company and the Client in relation to the procurement of Goods and/or Services (following your acceptance of the Quotation). This Contract incorporates the Terms and the Conditions and the Quotation.
 7. **Delivery Point:** the location set out in the Quotation or such other location as is agreed in writing between the Company and the Client. In the absence of any location specified in the Order or otherwise agreed between the Parties, the Delivery Point shall be the Client's principal place of business.
 8. **Deposit:** the sum specified as the deposit on the Quotation.
 9. **Deposit Confirmation:** the E-mail/letter from the Company to the Client to confirm that we have received your Deposit.
 10. **Force Majeure Event:** as defined in condition 20.
 11. **Goods:** the goods (or any part of them) set out in the Quotation.
 12. **Group:** means in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
 13. **Holding company and subsidiary:** means a "holding company" and "subsidiary" as defined in the Companies Act 71 of 2008.
 14. **Inspection:** the Company's or our sub contractor's inspection as to the suitability or otherwise of the Property for the Services as stated on the Quotation.
 15. **Inspection Form:** the forms provided by Company as to the suitability or otherwise of the Property for the Services.

16. **Liability:** means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.
17. **Manufacturer:** the manufacturer of the relevant goods.
18. **Manufacturer's Specifications:** any description or specification for the Goods included in any catalogues, brochures or other materials published by or on behalf of the Manufacturer.
19. **Non-Standard Services:** includes standard services criteria plus any extra or additional works at the Property specified in the Quotation or as otherwise agreed by the Company or as specified within the Inspection Form to allow for the execution of the service.
20. **Quotation:** a formal statement that sets out the price offer for the Goods and/or Services as ordered by the Client. The Quotation's contents being subject to the contents of the Inspection of the Property.
21. **Returned Goods:** all Goods returned to the Company in accordance with condition 9.
22. **Services:** the works related to the installation of the System (as specified in the Quotation).
23. **System:** the system agreed to be installed by the Company at the Client's Property as set out in the Quotation.
24. **Party:** either the Client or the Company.
25. **Property:** the property stated in the Quotation and Inspection Form that is owned, or in lawful possession, by the Client at which the Services are to be carried out.
26. **Turn key:** a complete project executed in a manner of an infrastructure project and using milestone payments.
27. **Work:** means any services and/or tasks to be performed by the Company for the Client in order to deliver quoted System.
28. **Writing or written:** includes letters and e-mail.

2. THE CONTRACT

1. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2. Any quotation for the Goods provided by the Company shall not constitute an offer. Unless otherwise expressly set out therein, a quotation shall only be valid for a period of 14 days from the date of issue.
3. The Quotation shall only be deemed to be accepted when the Client issues a written acceptance of the Quotation or effects a payment in line with the quotation (which is subject to acceptance by the Company in accordance with these Conditions).
4. No terms or conditions endorsed on, delivered with or contained in the Client's quotation, specification or other document shall form part of the Contract.
5. No variation to these Conditions shall have effect unless expressly agreed in writing by the Company and the Client.

3. DESCRIPTION

1. The quantity and description of the Goods and/or Services shall be as set out in the Quotation.
2. The Company shall have no liability in respect of and does not provide any warranty in relation to the Manufacturer's Specifications, whether the same have been supplied by the Company to the Client or not.

4. PROPERTY OWNERSHIP

1. The Company will enter into this Contract on the strict understanding that Client is the legal owner of the Property. The Company reserves the right to verify ownership of the Property and the Client agrees that, if requested by us to do so, the Client will co-operate with these enquiries to include but not limited to providing all such information and/or documentation as we require in order to verify ownership of the Property.

5. FINAL INSPECTION REPORT

1. The Initial and Final Inspection carried out by the Company is not a full structural survey of your Property and the Company will only deal with items which are reasonably ascertainable for the installation of the System. The Company's agent may require access into the loft space to inspect the roof construction of the Property.
2. In some instances roof tiles may be damaged at the time of Installation. Any accidental damage to roof tiles caused at the time of Installation will be replaced at the time. We do not accept any liability for a slight deviance in the colour of the roof tiles or leaks that may arise.
3. Upon installation date, the Client is to ensure that all electrical appliances are disconnected from the electrical sockets on the Property to minimise exposure of electrical spikes/surges during the installation process. The Company will not be kept liable for any appliances or electrical equipment failure pre or post installation.
4. The Company will not accept any liability of whatsoever nature for any defective electrical equipment, notwithstanding the nature thereof.
5. If the Company's agent identifies that a variation is required to the specification of the System quoted due to building fabric issues, such items will be highlighted to you and options proposed.
6. If the inspection reports that there are significant technical problems which make the satisfactory Installation of the System materially more difficult than originally anticipated or unsafe to install, we reserve the right to cancel this Contract by sending you written notice to that effect, or to alter or amend the Quotation given.
7. In the event that this Contract is cancelled in accordance with this clause, written reasons will be provided to the Client but cancellation will be without further Liability attaching to either party.
8. Generally solar installations are subject to Building Control approval and in all cases it is not the responsibility of the Company to apply and achieve Building Regulations Certification and all costs associated with this are not included within the supplied quotation.

6. EXECUTION OF THE SERVICES

1. The Company will deliver the System referred to on the Quotation and carry out the work as specified on this and on any related continuation sheets. The Company policy is one of continuous improvement of its products. The Company therefore reserves the right to incorporate modifications of a minor or technical nature in the System.
2. The Company will use reasonable efforts to carry out the execution of the works/services on the date we estimate, but if the Company needs to rearrange the date of the execution of the services we will inform the Client as soon as we can. It is not a condition of this Contract that the Company must provide the Installation on the estimated date.
3. The Company will have no Liability for any damage to the Client's Property, or for any delays, caused by any extra works that the Client has arranged themselves, separately from this contract.
4. If the Client needs to change the date for the execution of the services, the Client must call us as soon as you are able to and we will try to arrange an alternative date with you.
5. Notwithstanding the foregoing, the Company will have no Liability for any delay in the execution of the services due to factors beyond the Company's control including delays occurring due to applications/granting of permissions/consents and/or adverse weather conditions.
6. Following Completion of the execution of the services we will ask the Client to sign the Project Completion Certificate to confirm that the services have been completed and that you have been told how the System operates and should be maintained.
7. In order to help the Company maintain our standards of work we monitor a selection of all the work that we undertake. Where the Client's Property is selected for monitoring, you agree to give our technical personnel access to your Property on a date we agree with you (on at least 48 hours' notice) so that the monitoring can take place.

7. PRICE

1. The price payable for the Goods and/or Services shall, unless otherwise expressly agreed in writing between the Company and the Client, be the price set out in the accepted Quotation, or, if no price is set out in the accepted Quotation, the price set out in any quotation provided by the Company to the Client which has been accepted by the Client within the time period for acceptance as referred to in condition 2.2 (where such a quotation exists), or where no such quotation exists, the price set out in the Company's published list as at the date when the request is submitted to the Client.
2. The price of the Goods and/or Services is exclusive of all taxes (including without limitation value added tax), duties and levies (or local equivalents), which shall be payable by the Client, subject to receipt of an invoice, at the applicable rates.
3. The price of the Goods is inclusive of the costs of carriage and insurance to the Delivery Point, which is included in the Quotation issued to the Client and the Company shall be responsible for off-loading the Goods at the Delivery Point unless otherwise agreed by all parties.
4. The Company may, by giving notice to the Client at any time before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 1. any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
 2. any request by the Client to change delivery date(s), Delivery Point, quantities or types of Goods ordered; or

3. any delay caused by any instructions of the Client or failure of the Client to give the Company adequate or accurate information or instructions.

8. PAYMENT

1. The Contract payments shall be payable in the following stages for Systems that are turn key solutions:
 1. A minimum deposit of 80% of the Quotation shall be payable when the Quotation is signed/accepted;
 2. The balance of 20% of the Quotation shall be payable upon Completion of the works; and
 3. All payments must be made at the appropriate stages before the Company can carry out the next stage of the work or issue any certifications.
2. The full Quotation amount is payable without any deduction or set off immediately upon acceptance of Quotation for Systems that are not turn key solutions.
3. Payments transactions can be made by electronic funds transfer, directly into the nominated bank account of the Company, as per the Company's invoice.
4. If it is agreed that the Delivery Point is to be outside the Republic of South Africa, the Client shall pay to the Company the taxes, duties and levies referred to in condition 6.4 within 14 days of the date of the relevant quotation in respect of the same.
5. No payment by the Client shall be deemed to have been received until the Company has received cleared funds.
6. If the Client fails to pay the Company any sum due, the Client shall be liable to pay interest to the Company on such sum within 7 days of the due date for payment at the maximum permissible rate as allowed for in terms of the National Credit Act 34 of 2005, accruing on a daily basis until payment is made, both before or after any judgment.
7. The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set-off an amount owing by it to the Client against any amount payable by the Company to the Client.
8. The Company may at its sole discretion and without liability to the Client refuse to fulfil any works related to the Quotation, including any Quotation that the Company has accepted, whilst any invoice issued by the Company to the Client remains overdue and payable.

9. ACCESS

1. The Client agrees to provide reasonable access to enable the execution of the services to be carried out and completed.
2. The Client agrees to ensure that the Property is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on bank holidays and to permit, without charge, access to an electricity supply on site.

3. In the event that further work is required to complete the System to your satisfaction e.g. snagging, or work under guarantee, the Client agrees to provide such reasonable access as we may require to enable this work to be carried out at all reasonable times, including at weekends and on holidays and to permit, without charge, access to an electricity supply on site

10. DELIVERY

1. The Company shall deliver the Goods to the Delivery Point.
2. Delivery of the Goods shall be completed when the Goods arrive at the Delivery Point (subject to the Client's right to refuse delivery in accordance with condition 10.5).
3. Any dates quoted or accepted by the Company for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods.
4. If the Goods have not been delivered by the date or, if relevant, by the end the time period given by the Company as the approximate date/period for delivery from time to time then, unless the delay is caused by a Force Majeure Event or the Client's failure to provide the Company with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods or the Goods have not been delivered to the Client for the reasons stated in condition 10.6, then the Client shall be entitled to give written notice to the Company requiring the Company to deliver the Goods within not less than 30 days following receipt of such notice, whereupon, if the Company fails to comply, the Client may terminate the Contract on written notice to the Company.
5. The Company shall use its reasonable endeavours to keep the Client reasonably informed of the anticipated time and date of delivery and the Client shall accept delivery of the Goods at the Delivery Point provided that it has received not less than 24 hours' notice of such delivery. If it has received less than 24 hours' notice then, unless the delivery is being made on the delivery date or within the delivery period specified in the Order or otherwise agreed between the Parties, then the Client may refuse to accept delivery if it is not reasonable to expect the Client to accept delivery on that date taking into account the Client's ability to grant access to the Delivery Point on that date and any material inconvenience to the Client in complying.
6. If the Client either fails to take delivery of the Goods delivered in accordance with condition 10.5 or if the Client fails to accept delivery of any of the Goods at the Delivery Point (except in circumstances where it is reasonable for the Client to refuse to accept delivery as set out in condition 10.5), then the Company may store the Goods until delivery is effected and the Client shall be liable for all reasonable costs, expenses and loss incurred by the Client in connection with such failure including, without limitation, additional transport costs, storage costs and insurance costs.
7. The Company may deliver the Goods by installments. Each installment shall be invoiced and paid for in accordance with the provisions of the Contract and shall be a separate Contract. No cancellation or termination of any one Contract relating to an installment shall entitle the Client to repudiate or cancel any other Contract or installment.

11. NON-DELIVERY

1. The quantity of Goods as recorded by the Company on the proof of delivery signed by the Client or person on the premises shall be conclusive evidence of the quantity received by the Client on delivery unless the Client can provide conclusive evidence proving the contrary.

2. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such Goods. The Company shall have sole discretion in deciding whether to replace Goods or issue a credit note in accordance with this condition 11.2.

12. RISK / TITLE

1. The Goods are at the risk of the Client from the time of delivery. Title in the Goods shall not pass to the Client until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Client on any account.
2. Until title in the Goods has passed to the Client, the Client shall:
 1. hold the Goods on a fiduciary basis;
 2. store the Goods (at no cost to the Company) separately from all other goods of the Client or any third party in such a way that they remain readily identifiable as the Company's property;
 3. not destroy, deface or obscure any identifying mark on or relating to the Goods;
 4. maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Client shall produce the policy of insurance to the Company;
 5. notify the Company immediately if it becomes subject to any of the events listed in condition 12.3; and
 6. give the Company such information relating to the Goods as the Company may require from time to time;
 7. the Company shall have the right, immediately upon the Company being of the belief that the Client has not complied with the provisions of this clause 12, or has not or will not effect payment in terms of clause 8, to immediately, without any further notice, reclaim possession of the Goods without any prejudice to any of its rights in terms of this agreement; but the Client may resell the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Client resells the Goods before that time:
 8. it does so as principal and not as the Company's agent; and
 9. title to the relevant Goods shall pass from the Company to the Client immediately before the time at which resale by the Client occurs.
3. If title to the Goods has not passed to the Client, the Client's right to possession of the Goods shall terminate immediately if:
 1. the Client becomes sequestrated, liquidated or is placed into business rescue or makes an offer of compromise with its creditors; or
 2. the Client suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts; or
 3. generally commits any act of insolvency as defined in the Insolvency Act No. 24 of 1936;

4. any event occurs, or proceeding is taken, with respect to the Client in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 12.3.1 to 12.3.2; or
 5. the Client encumbers or in any way charges the Goods; or
 6. the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 7. the financial position of the Client deteriorates to such an extent that in the opinion of the Company the capability of the Client adequately to fulfil its obligations under the Contract has been placed in jeopardy.
4. If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in condition 12.3, or the Company reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Client to deliver up the Goods or may enter (pursuant to condition 10.5) any premises of the Client or of any third party where the Goods are stored in order to recover them.
 5. The Client grants the Company, its agents and employees an irrevocable licence at any time to enter the Delivery Point and any premises where the Goods are or may be stored in order to inspect them, or, where the Client's right to possession has terminated, to remove and recover them.
 6. On termination of the Contract, howsoever caused, the Company's rights contained in this condition 12 shall remain in effect.

13. RETURNS AND REFUNDS

1. All claims of damage present on delivery and claims that the warranty in condition 15 has been breached must take place in accordance with the provisions of this condition 13 and the Company's Return Policy in force from time to time a copy of which can be obtained from the Company's order management team, or on the Company's website.
2. If the Client considers that any Goods delivered to the Client were damaged on delivery or not in compliance with the warranty in clause 15 the following process must be followed:
 1. The Client must notify the Company in writing within 10 Business Days of the damage or the alleged breach of warranty. Such notice must include details of the Goods alleged to be damaged or in breach of warranty, the Order to which the Goods relate and details of the damage or alleged breach of warranty.
 2. On receipt of notice in accordance with condition 13.2.1 above, the Company's technical support team will contact the Client and request that tests are performed by the Client in accordance with the instructions of the Company's technical support team ("Phase One Testing").
 3. If the Phase One Testing does not provide a conclusive result then a returns order will be generated by the Company and the Goods must be returned to the Company in accordance with the Company's instructions for further testing ("Phase Two Testing").

4. If either Phase One Testing or Phase Two Testing reveals that the Goods are damaged or in breach of the warranty in clause 15, the Company may at its sole discretion provide the Client with a credit note for the full price of the Return Goods, excluding any delivery charges, duties, taxes or other charges or provide the Client with replacement Goods (whereupon it shall have no further liability for a breach of the warranty in condition 15.3 in respect of such Goods).
 5. If the results of Phase One Testing and/or Phase Two Testing reveal that there is no damage or breach of the warranty in clause 15, the Company will not accept return of the Goods and will not issue any credit note in respect of such Goods. If the Goods are in the possession of the Company then the Client must collect the Goods, at its own cost and risk within one calendar month of notification that there is no damage or breach of warranty. If the Client fails to collect the Goods within one month of notification that there is no damage or breach of warranty, the Company will be entitled to sell the Goods to another party with full title guarantee. No refund will be issued to the Client.
 6. The Company shall have no liability in respect of damage or breach of warranty in the Goods arising or caused on or after delivery has occurred.
3. If the Goods are not damaged or in breach of the warranty in clause 15 but the Client decides that they no longer want Goods that have been ordered and delivered and would like to return them to the Company, then the following steps must be taken:
 1. The Client must notify the Company in writing within 10 Business Days that they wish to return Goods. This notice must be submitted by sending a physical mail or e-mail to Sunor Energy (Pty) Ltd and submission of a return order form.
 2. The Return Goods to be returned in accordance with condition 13.3.1 must be returned to the Company's Premises within 15 Business Days of delivery. Such return is to take place between the hours of 9.00am and 5.00pm on a Business Day and at the cost and risk of the Client.
 3. All Return Goods must be correctly packaged and labelled with the unique order return number generated following submission of the return order form in accordance with condition 13.3.1 above.
 4. Once Return Goods are received by the Company they will be checked by a member of the Company's return team. Provided that the Return Goods have been returned in accordance with the provisions of this condition 13.3 and the Return Goods are in re-saleable condition, a credit note of 75% of the value of the Goods (including VAT) will be issued.
 4. If any Goods are delivered to the Client in error, the Client agrees that it shall notify the Company within 10 days of delivery. In the event of a genuine error on the part of the Company, the Company will arrange for the incorrect Goods to be collected. Until the incorrect Goods are collected they must be stored in accordance with condition 12.
 5. Any cash refund to be made under this condition 13 will be made by electronic transfer to the account from which payment was originally made. The Company will aim to process any refund so that it reaches the Client's account within 28 Business Days of the Company confirming that a refund will be made.

6. Notwithstanding the contents of condition 13.5 above, if the Company has delivered the Goods as a result of direct marketing and the Client has cancelled the agreement during the cooling off period, or if the Client did not have an opportunity to examine the Goods before delivery, and has rejected same on delivery, the Company shall refund the Client with 10 Business Days of confirmation of such cancellation or rejection. The provisions of this clause shall not apply where the Goods have been disassembled, altered, permanently installed or combined with other Goods or where there is a public regulation prohibiting the return of the Goods. In the event that the Goods have been used or need to be repackaged, the Company may charge the Client a reasonable amount for such inconvenience.
7. Any replacement Goods to be sent to the Client will be delivered in accordance with the delivery procedure in condition 10.
8. The Company shall have no liability in respect of any costs incurred in respect of the de-installation and / or re-installation of replacement Goods, including but not limited to the cost of any equipment and/or labour required.
9. The Client shall not be entitled to return any Goods which are not suitable for their purpose, if for reasons of public health or public regulation such returns are prohibited, or, after having been supplied to the Client, the Goods have been partially or entirely disassembled, altered or combined with other goods or property.

14. DEFECTIVE SERVICE

1. In the unlikely event that the System does not conform to the Quotation, and the Client has signed a certificate of completion, the Client is to notify the Company within 10 days after completion of the Installation.
2. If the issue cannot be resolved by telephone, we will arrange for a technician to attend the Clients Property to determine any problem with the System on a date agreed between the Client and the Company. If our technician determines that the System is faulty or that an incorrect system has been installed, the Company will arrange for the System to be repaired or replaced, on a date agreed between the Company and the Client.
3. These terms and conditions will apply to any repaired or replacement System we install for the Client in accordance with clause 14.2, except that any spare parts installed in the System pursuant to clause 14 will only be guaranteed for the unexpired term of the guarantee set out in clause 15.
4. The Company will use reasonable care and skill when it carries out the Work and it will use reasonable efforts not to damage the Clients Property. In the event that any damage is caused to the Property as a result of its undertaking the Work:
 1. the Client must use reasonable efforts to give written notice of the damage within 10 days of the completion of the Installation; or
 2. if any damage is hidden from view, within 10 days of the time when the Client becomes aware of it such damage; and
 3. the Client must give us a reasonable opportunity to repair any damage caused to the Property.
5. the Company will use reasonable efforts to minimise the amount of dust and other debris that is caused during the Work. The Company will try to advise the Client about the areas which are likely to be affected and the Client is responsible for ensuring that any possessions are suitably protected or moved from the areas where the dust or debris is likely to spread.

15. GUARANTEES AND WARRANTY

1. The Client will, be provided with relevant information from the Company to cover the materials and labour of the Installation for varying periods as shown below from the date the work is completed. All Product warranty claims is handed to product manufacturers for warranty assessment and claims. The company has no authority over warranty claim rulings or assessments and is in no way liable to replace any units if not covered by the terms of the manufacturer warranty.
2. All supplied materials are supplied with a 1 year warranty covering defects in system design, workmanship, Fair Wear and Tear, excluded is any Force Majeure Event or where interference with the system by an unauthorised person, either of the Company, or any other unauthorised person has caused the fault or defect. The warranty includes any call outs, labour and other expenses associated with the repair or replacement of the defective part or system. Claims or disputes arising after the 1 year warranty period and for which a site visit is scheduled are subject to a call out fee. The company endeavours to but is not bound by its commitment to rectify any fault within 10 days of notification.
3. The hardware equipment associated with a quotation is supplied with a manufacturer's warranty covering defects in materials and workmanship from the workshop "Fair Wear and Tear" excluded or where interference with the inverter by an unauthorised person, either of the Company, or any other unauthorised person has caused the fault or defect or due to voltage spikes or over voltage due to the grid. The warranty only includes call outs, labour and other expenses associated with the repair or replacement of the defective part or system if it's not related to faulty manufacturer issues such as but not limited to faulty inverters, batteries , etc. The company endeavours to but is not bound by its commitment to rectify any fault within 21 days of notification.
4. The solar modules are additionally supplied with manufacturer's warranty which is usually a 25 year linear peak power warranty. The warranty claim will deemed to be valid if within 25 years any solar module exhibits power output at less than 80% of minimum "Peak Power Standard Test Conditions" as noted on the data plate of each module and any fault is determined to be the cause of defects in materials and workmanship but not "Fair Wear and Tear" or where interference with the module/s by an unauthorised person (of the Company) has caused the fault or defect. The warranty does not include any call outs, labour and other expenses associated with the repair or replacement of the defective part module. The Company may, at its discretion offer one of the following remedies in the event of a successful claim against the module performance warranty;
 1. to replace the defective module/s
 2. refund the percentage of the cost of the module to the customer representing the percentage of the power output less than 80% of the minimum. The Company endeavours to but is not bound by its commitment to rectify any fault within 21 days of notification.
5. The installation labour therefore workmanship is guaranteed for 12 months and includes the repair and replacement of any damage caused during the installation period or that can be shown to have been caused as a direct result of the installation within 10 days after installation. The Company endeavours to but is not bound by its commitment to rectify any fault within 21 days of notification.
6. Warranty performance can only be claimed by sending a letter outlining the cause of the claim to the Company by email. The Company will confirm its receipt of such notice, in writing, and will endeavour to send an engineer to make an initial inspection within 10 days of receipt of the notice. If the claim is found invalid all expenses will be billed to the Client.
7. The repair, replacement or part refund of the System or any component therein does not cause the beginning of new warranty terms.

8. This warranty is transferable only when the product remains installed in its original location as noted in the Quotation. You do not need permission from the Company to transfer this warranty but the Company does need to be informed of such transference, held that the use of the System remains the same as per the use of the previous owner of the property
9. The company accepts no liability for any loss of revenue, for whatever reason, not limited to from the Feed in Tariff or other revenue generating mechanism during the period the System is inoperative due to fault or system failure.
10. Whilst the company makes every effort to ensure the accuracy of the estimated performance of a System it cannot be held liable for loss of revenue should the System under perform unless the reason is entirely due to fraud or negligence of the company.
11. The company accepts no liability for any damaged caused by natural events such as: but not limited to power surges, fire, water, lightning and other natural causes, including vis major.
12. In the event of a faulty component where a manufacturer warranty claim needs to be done. A technician can be booked to remove the faulty component at normal call-out cost and hourly labour. However the Company endeavours to supply top quality products the Company cannot be held responsible for those products performance and/or quality.
13. The Client warrants that it has read and familiarized itself with the provisions of Sections 60 and 61 of the Consumer Protection Act 68 of 2008, and that it agrees that the procedures set out in conditions 13 and 15 of this Contract are in accordance with such provisions.

16. LIMITATION OF LIABILITY

1. Nothing in these Terms and Conditions excludes or limits the liability of the Company or any member of its Group:
 1. for death or personal injury caused by the Company's negligence; or
 2. for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 3. for fraud or fraudulent misrepresentation.
2. Subject to condition 16.1, neither the Company nor its Group shall be liable to the Client, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising out of and / or in connection with this Contract including any losses that result from the Company's and/or its Group's deliberate personal repudiatory breach of the Contract.
3. Subject to condition 16.1, neither the Company nor its Group shall be liable to the Client, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for:
 1. any loss of profit;
 2. any loss of business or opportunity;
 3. any loss of anticipated savings;
 4. any loss of energy supply;
 5. any costs of and / or associated with de-installation and / or re-installation of Goods;
 6. any Liability caused or contributed to by the Client's continued use of the System after any defect and/or damage to the System has become apparent or suspected or should reasonably have become apparent to the Client;

7. for defects in the installation and/or System caused or contributed to by the Client to the extent so caused and/or contributed; or
 8. when an unauthorised person (Person/s outside Our Company) carries out work on the said system. All Warranties/guarantees will be void in such an event.
4. Subject to conditions 16.1, 16.2 and 16.3 the maximum aggregate liability of the Company and its Group, together, to the Client in respect of all losses arising under and / or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise shall not exceed 110% of the price paid or payable by the Client for the relevant Goods.
 5. The Client expressly acknowledges that by entering into contract with the Company it acknowledges and agrees (i) to the exclusions and limitations of liability set out herein and (ii) that the price which has been agreed for the Goods reflects the level of liability accepted by the Company. The Client further acknowledges that it is its own responsibility to seek legal advice on the meaning and effect of these exclusions and limitation of liability and that it is able to and should seek to protect itself against any potential loss or damage which is not recoverable from the Company by means of obtaining insurance from third party providers.

17. CONSENT

1. Your responsibilities

Prior to the commencement of the installation Services:

1. If the Client is a co-owner of the Property with anyone else the Client must ensure that all the co-owners have consented to the Work to be executed;
2. Obtain any planning permissions, consents and/or approvals required for the proposed Work;
3. Ensure that there are no restrictions, specifically restrictions pertaining to zoning, in relation to the Property that may affect the Work including but not limited to the Property being in a conservation area or in an area of outstanding natural beauty.
4. Provide access to the Property on the dates for Work set out in the Quotation or as otherwise agreed between the Client and the Company from time to time.
5. Provide any information about the Property that is relevant to the works.
6. Ensure that any information that is provided to the Company is accurate and complete.
7. Make sure that the Property is prepared (at the Client's own cost) to enable the Company to have access for the purpose of carrying out the Work. The Client also agrees to follow any reasonable instructions the Company gives to the Client in respect to the Property to ensure that the Company can carry out the Work.
8. The Client is to ensure that belongings are protected and that any valuable or breakable items have been moved out of the areas that Company will require access to and into a safe place.
9. The Client is responsible for ensuring that the information provided in the Quotation and during any Inspection is accurate. In the event that the Company carries out any work at the Client's Property before any necessary permissions approvals and/or consents have been obtained (except those that the Company has agreed in writing to obtain) then the Company shall do so entirely at the Client's risk and the Client will be responsible for, and the Company will be able to claim from the Client, all costs and/or losses the Company reasonably incurs as a result of us so doing.

18. COMPANY'S RIGHTS TO CANCEL

1. Held the conditions of this agreement, the Company may cancel this Agreement / Contract and any other Contract between the parties by writing to the Client at any time where:
 1. the Company fails to fulfill any of its requirements under the Contract between the parties and this prevents the Company from carrying out the Work, or makes the work more difficult to carry out; or
 2. the Company discovers anything while it is carrying out the Work that prevents it from carrying out the Work.
2. When the Company writes to the Client to cancel the Contract between the parties, it will:
 1. set out the reasons for the cancellation in a letter; and
 2. refund the Deposit (less any fees relating to work that has already been carried out). Held the conditions of this agreement, we may cancel this Agreement / Contract and any other Contract between us by writing to you at any time where:

19. COMMUNICATION

1. The Client chooses as its domicilium citandi et executandi the addresses and email addresses inserted in the quotation.
2. The Company chooses as its domicilium citandi et executandi the addresses and email addresses as:
Address: www.sunor.co.za or clause 1.1.4.
Email: info@sunor.co.za

20. FORCE MAJEURE

1. Neither Party shall be liable to the other Party in respect of any of its obligations in terms of the Contract, if such Party is prevented from fulfilling its obligations due to circumstances beyond its reasonable control.
2. The Company's obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and the Company will have an extension of time to perform these obligations for the duration of that period. The Company will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

21. ENTIRE AGREEMENT

1. The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent mis-statement based on any statement in this Contract.

3. Nothing in this condition shall limit or exclude any liability for fraud.

22. ASSIGNMENT AND SUBCONTRACTING

1. The Company may at any time, assign and transfer or sub-contract all or any of our rights and obligations under this Contract to another person or organisation, but this will not affect your rights under this Contract.
2. The Client may not assign or transfer or purport to assign or transfer all or any of its rights or obligations under the Contract without the prior written consent of the Company.
3. The Company may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent provided that the Company shall remain liable for such performance.

23. GENERAL

1. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
2. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.
3. The Company shall take all reasonable steps to protect the personal information of the Client. For the purposes of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.
4. The Company reserves the right to cancel a transaction at any time if it is found that the Client is directly or indirectly linked to a sanctioned entity. The Client warrants that their purchasing entity is not listed on any of the following Sanctions Lists nor subject to any sanctions: United Nations Security Council, the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the European Union, Her Majesty's Treasury, the Ministry of Economy, Finance and Industry (France) and/or any other sanctioning body recognised from time to time.
5. The Client must ensure that any representation or promise made before or at the time you accept the Quotation that is not included in the Quotation or these terms and conditions or any attached continuation sheets is added in writing to the Quotation and signed by you and by Sunor Energy (Pty) Ltd authorised representative.
6. Nothing in this Contract shall exclude or limit any of your statutory rights which may not be excluded or limited due to acting as a consumer. Any provision which would be void under any consumer protection legislation or other legislation shall to that extent have no force or effect.
7. The Company reserves the right to amend these terms and conditions, the installation and/or the works we supply where we need to do so because of a change in any law or regulation, a change in the funding that is available for these services or a change in the technology that is used for any System.

8. The Company may correct any typographical error or omission in any documentation we supply to you via email including but not limited to these terms and conditions, the Quotation and any attached continuation sheets signed/agreed by the Client and by its representative without any Liability on its part provided that, if the correction has a material impact on the System and/or the works it provides or the price the Client has to pay, then the Company will inform the Client as soon as possible and offer the Client the option to cancel this Contract.
9. If any court or competent authority decides that any of the provisions of these terms and conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
10. 23.10.A person who is not party to this Contract shall not have any rights under or in connection with this Contract.

24. CERTIFICATE OF BALANCE

1. The Client agrees that the amount due and payable to the Company may be determined and proven by a certificate issued and signed by any director or manager or member or partner of the Company, whose authority need not be proven or by any independent auditor nominated by the Company. Such certificate shall be binding and shall be proof of the indebtedness of the Client, and the Client shall bear the onus of proving that the amount is not due and payable.

25. DISPUTE RESOLUTION

1. The Parties shall negotiate in good faith to settle any dispute that arises out of this agreement.
2. In the event of the Parties not being able to settle any dispute, either party may approach a court of competent jurisdiction within Gauteng, South Africa.
3. In addition, the Parties may agree to arbitration, and shall conclude a written agreement to arbitrate within 10 days of the dispute arising, which shall contain all the details of the arbitration process.

26. LEGAL COSTS

1. Each party shall bear its own costs incurred in connection with the negotiation, drafting and execution of this agreement.
2. The legal costs incurred by either party in enforcing their rights in terms of this agreement, shall be claimable against the other party on the scale as between the agreement between the successful party and its particular attorneys.