



## Terms and Conditions of Sale

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### **1. General**

- 1.1 SWH shall be the abbreviated term for Solar Water Heater.
- 1.2 Solar Beam (Pty) LTD and the supplier shall mean one and the same in terms of this agreement.
- 1.3 Solar Beam reserves the right to alter the specifications and quoted price prior to installation whereupon the Customer may cancel this agreement. Alterations to the specification and or quoted price shall be put in writing whereupon a new Quotation/Sales Agreement shall be completed and signed.
- 1.4 On the acceptance of the quotation and signing of this agreement, if the Customer wishes to terminate this agreement prior to installation then a termination fee of 15% of the installed price shall be paid by the Customer. Where a deposit has already been paid, this termination fee shall be deducted from the deposit amount.
- 1.5 Only worked expressed herein in writing and represented in the total quoted price will be carried out and no verbal agreement shall be binding on Solar Beam.
- 1.6 The Customer agrees that a faxed copy and or scanned version of the Quotation/Sales Agreement sent by the Customer to Solar Beam shall be binding.
- 1.7 The Customer agrees to the jurisdiction of the Magistrates court for all legal proceedings emanating from this agreement notwithstanding that the amounts may exceed such jurisdiction.
- 1.8 Solar Beam shall be entitled, at its sole discretion and without further notice cede and or assign its rights, title, interest and obligations in and to this agreement to a nominee of its choice.
- 1.9 Any indulgence on the part of SolarBeam shall not be construed as a variation, change and or waiver of it in terms of this agreement.  
A call out fee of up to 5% on the installed value of the SWH plus travel costs, as determined by Solar Beam's current price list as at call out date, together with additional parts needed shall be charged to the customer where it is found that the call out and possible damage to the SWH and installed items arose from other than a manufacture defect and or poor installation by a Solar Beam accredited installer. This call out fee shall be payable upon presentation.

### **Payment and Settlement**

- 1.10 Quoted prices remain valid for a period of 7 days from date of the Solar Beam representative's signature.
- 1.11 All prices are stated are exclusive of VAT and E&EO.
- 1.12 Payment in full shall be made before completion of installation.
- 1.13 Goods supplied and or installed shall remain the sole property of Solar Beam (Pty) LTD until the total invoice price is paid in full. Solar Beam further reserves the right at its own discretion to repossess any goods for which full payment has not been received.
- 1.14 Where amounts remain unpaid for more than 7 days from the date of supply, installation and or call out, the customer shall be construed to be in default of settlement.
- 1.15 Solar Beam shall have the unilateral right to lodge such default with any registered credit bureau and to institute legal and collection procedures without further legal notice. Legal and collection costs incurred by Solar Beam shall be for the Customer's account.
- 1.16 The Customer furthermore indemnifies Solar Beam against any losses which may arise out of instituting procedures as per clause 2.6.



## **2. Product Guarantee and Warranty**

- 2.1 Solar Beam provides a ten year guarantee against product defects on the Storage Tank and Solar Collectors and a 6 months warranty with respect to the installation of thereof .
- 2.2 All third party components (such as components that are not manufactured by Solar Beam) that form part of the Solar Water Heater installation shall not carry a warranty against product defects, unless inoperable upon installation This is in accordance with the new Consumer Protection Act (CPA) for installations after 1 April 2011.
- 2.3 The tax invoice shall become the guarantee certificate once the total invoice amount has been paid in full. The guarantee shall become effective from the date of installation if payment has been made in full. In the case of payment not being made, the guarantee will be honoured after the full payment has been received. The tax invoice must be retained and produced to claim against the product guarantee and warranty.
- 2.4 Any equipment other than that supplied/installed by Solar Beam Technologies (Pty) Limited at the time of the installation i.e. heat pumps, electronic controllers, or any other equipment that is attached to, replaces part of or in any other way affects the Solar Beam Solar Water heating equipment, will instantly be render any and all guarantee provided by SolarBeam Technologies (Pty) Limited null and void. No Claim for any type of problem with the solar water heating equipment will be entertained if our representative finds this to be the case.
- 2.5 To institute a claim against the Product or Warranty, the Customer must email the details of their claim to [enquiries@solarbeam.co.za](mailto:enquiries@solarbeam.co.za) , where-after they will receive acknowledgement of their claim via a return email. Should the customer not have access to email, a call may be made to the Service Desk on 031 563 9585.
- 2.6 Where upon receiving a warranty claim, it is found upon physical inspection of the installation that the SWH system does not comply with Solar Beams records, this warranty claim shall be invalid and non-binding on Solar Beam.
- 2.7 Solar Beam reserves the right to charge a call out fee, as per clause 1.9 should it be found upon physical inspection that the claim is invalid.
- 2.8 Where, at the request of the Customer the product is not installed by a SolarBeam accredited installer and thus the product is on a supply basis only this guarantee and warranty shall be specifically limited to defects and poor workmanship with regard to manufacture. Where it is found that the claim originated from the installation by a Non-accredited installer, such costs incurred by SolarBeam shall be for the Customer's account.
- 2.9 Solarbeam will honor all guarantees of its own products, installed by Solarbeam Technologies, for the duration of the term unless affected by acts of god. Removal of the system for inspection and repairs will take place on complaints of the client. Replacement of the product will be done if the product is damaged beyond repair.

## **3. Ownership and Risk**

- 3.1 The Customer acknowledges that the roof is structurally secure to carry the weight of the SWH and assumes all risks of ownership on the completion of the installation and or supply.

## **4. Electrical Connection Indemnity**

- 4.1 The electrical connection of the SWH must be signed off by a licensed Electrician supported by the issuing of a COC.
- 4.2 The electrical connection indemnity does not nullify and or affect the product Guarantee/Warranty.

## **5. Domicilium**

- 5.1 The Customer is responsible to inform Solar Beam in writing where such Domicilium address has changed.