

## Acceptance of Terms and Conditions of Sale

I, \_\_\_\_\_ (the "Buyer"), having read the below terms and conditions of sale listed 1. – 13.1, as well as those contained in the relevant Manufacturer's warranty documents, understand said conditions in full and I therefore sign this document as proof of my acceptance thereof. I further acknowledge, that any conditions that I did not initially understand, have been explained to my complete satisfaction and I further sign to this effect below.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature

### SALES AGREEMENT

#### 1. Form of Agreement

- 1.1. The terms and conditions contained herein, together with the quotation and warranty documents, constitute the sales agreement. The conditions herein shall apply to all transactions for the supply and/or installation of goods and/or services entered into, or to be entered into, between SunScan and the purchaser. The purchaser is required to sign acceptance of these terms and conditions as evidence of their acceptance and understanding of each of the clauses of this sales contract.

#### 2. Definitions

- 2.1. "Buyer" means the purchaser, being any legal person, firm, partnership, close corporation or company.
- 2.2. "Company" means Solar Lifestyle cc T/a SunScan.
- 2.3. "Goods" means the solar hot water system/s and or parts and or accessories to solar hot water system/s which are the subject of this quotation and sales agreement.
- 2.4. "Manufacturer" means the entities responsible for the manufacture of the goods which are the subject of this agreement.

#### 3. Orders

- 3.1. After acceptance, orders may not be cancelled, in whole, or in part, or varied, unless confirmed in writing by the Company.

#### 4. Prices

- 4.1. Quoted prices are exclusive of VAT, unless otherwise stated.
- 4.2. Quoted prices are ex works Montague Gardens, Cape Town and do not include transport, unless otherwise stated.
- 4.3. Where quotations are based in foreign currencies the Company reserves the right to change these prices to South African currency at the forward cover purchased by the Company.

#### 5. Payment and Validity

- 5.1. Payment shall be in South African Currency, without deduction or set-off.
- 5.2. All quotes are valid for a period of fourteen (14) days unless otherwise stated.
- 5.3. Where installation is required a deposit of 75% of the total price including VAT will be paid in the form of Cash, Bank Guaranteed Cheque or Electronic Funds Transfer (EFT). This is to be paid prior to installation, with the balance (25%) being paid on the day of installation.
- 5.4. All goods purchased are to be paid for in full prior to collection or arranged delivery.
- 5.5. EFT payments and Bank guaranteed cheque payments are to reflect in the Company's bank account prior to any goods collection/delivery and or installation commencement.
- 5.6. Any additional Deposit and or transfer fees that may be incurred will be paid by the Buyer.

#### 6. Reservation of Ownership and Appropriation of Payments

- 6.1. Notwithstanding anything herein before or elsewhere contained, ownership of the goods shall, at all times, remain vested in the Company, until the Buyer has made full payment of the purchase price. No latitude or extension of time given to the buyer shall in any way vitiate or novate the Company's rights hereunder. In the event of any default on the part of the Buyer, the Company shall, without prejudice to any other rights it may have, and without notice, be entitled, on demand, to obtain return of the goods. The Buyer also consents to a Court Order against it for the attachment and removal of such goods by the Sheriff of the relevant Court.
- 6.2. The Company shall be entitled, at its discretion, to appropriate any payments made towards the reduction of any indebtedness to it by the Buyer as well as interest, at the Company Bank's prevailing prime rate.
- 6.3. The Company is not obliged to accept returned goods where the Buyer has made an error in its order, and the Buyer remains fully liable for the full price of the goods so ordered.

#### 7. Delivery and Installation

- 7.1. Any time or date specified for delivery/installation by the Company or the Buyer, in respect of any sale, shall be an approximation and act as a guide only, due to the fact that poor weather conditions may affect installation dates, bearing in mind the knock-on effect that may arise by virtue of previously scheduled installations being delayed.
- 7.2. If the Company is unable to effect delivery and/or install the goods on the date or time stipulated, the Buyer shall be obliged to take delivery and/or allow installation to be effected as and when the Company can reasonably effect such delivery/installation.
- 7.3. The Company endeavours to effect delivery/installation on any date specified by it or agreed upon by it, but does not give any warranties of whatsoever nature or kind and it shall not be held responsible for any damages of whatsoever nature, or loss of profit, or any consequential or indirect damages which the Buyer may suffer as a result of such later delivery/installation.
- 7.4. In order to affect delivery and/or installation of the goods a vehicle or agent of the Company, shall be obliged to enter the premises of the Buyer to enable offloading to be effected. If such vehicle should enter the Buyer's premises, it shall be deemed to do so at the Buyer's specific instance and request, and in that event the Company and/or its servants and/or agents shall accept no liability for damage or loss occasioned to the Buyer or any third party, arising in any way from such entry or for that matter, exiting from the Buyer's premises, or from the offloading thereof. Further, the Buyer hereby indemnifies and holds the Company harmless against liability for any such damage or loss.
- 7.5. The Buyer has satisfied itself as to the method of installation nominated on the quotation and described in the relevant Manufacturer's installation manual.

#### 8. Product Warranties and Limitation of Company's Liability

- 8.1. **Third-Party Goods.** Notwithstanding anything in this Agreement to the contrary, the Company shall have no indemnification or warranty obligations with respect to any goods originating from a third party and supplied to the Buyer under this Agreement. Third-party goods are those that are labelled or branded with a third-party's name. The Buyer's sole right to indemnification or warranty with respect to such third party goods shall be pursuant to the original manufacturer's indemnity and or warranty, if any, to the Buyer, to the extent provided by the original manufacturer.
- 8.2. The extent of the warranty period and the terms and conditions thereof will depend on the warranty issued with the specific system.
- 8.3. The Buyer accepts responsibility to upon any warranty claim, report the serial numbers of the systems or its parts and or submit digital photographs to the Company or its agents as indicated on the warrantee document prior to such claim being attended to by the Company or its agents.
- 8.4. The Buyer must review the warranty, maintenance and operations manuals and by signing acceptance of this offer the Buyer acknowledges this and accepts all warranty conditions offered by the relevant Supplier or Manufacturer.
- 8.5. The Company does not give any warranty against defects in the goods supplied, be they patent or latent. The Company does not give any warranties or guarantees of any other nature or make any representations whatsoever in respect of the goods, or of its fitness for any particular purpose, other than any warranty or guarantee that may have been expressly given in writing. By signing this document you are agreeing with the document as a whole, and accept that no other verbal communication and warranties have been discussed or omitted.
- 8.6. Before dealing in any manner with the goods supplied against any order, the Buyer must satisfy itself that the goods are suitable for the purpose for which they are to be used, and are free from any defects of whatsoever nature.
- 8.7. The Company shall not be liable under any circumstances whatsoever, for any loss of profit or other special damages, out of any of its obligations under this contract, or any act of negligence and/or omission on the part of the Company and/or its employees or for any other reason.
- 8.8. The size and type of system detailed on the face of the quote is as agreed by the Buyer as suitable for its requirements and has been selected based upon the information provided by the Buyer.
- 8.9. No agreement, warranty, condition, representation, promise, statement or undertaking, whether made before or after a sale, shall be binding on the Company unless contained herein or confirmed officially in writing under the Company's signature.

#### 9. Service and maintenance

- 9.1. Service and maintenance of goods remains the responsibility of the Buyer for the term of the warranty period and life span of the goods. The service and maintenance will be conducted by a suitably trained person/s at intervals prescribed within the warranty document and operations manual by the arrangement and cost of the Buyer.

#### 10. General

- 10.1. No variation, amendment or alteration of these conditions of sale shall be of any force or effect unless reduced to writing and signed by a duly authorized representative of the Company and the Buyer.
- 10.2. Wherever, in these conditions, provision is made for the amendment or variation thereof between the Buyer and the Company, in writing, the onus shall be on the Buyer to establish that the representative of the Company, in entering into such variation or amendment to the terms hereof, was authorized to do so.

#### 11. Choice of Law

- 11.1. This agreement shall be governed by, and construed in accordance with, South African law. In the event of any dispute the user consents to the jurisdiction of the Western Cape High Court of South Africa.

#### 12. Costs

- 12.1. If the Buyer is in any way in breach of the agreement and the Company engages the services of an attorney to collect the whole or portion of the amount owing to it by the Buyer, or to sue for any other damages as a result of breach by the Buyer, the Buyer shall be liable to pay all costs occasioned as a result thereof, including collection charges and costs of an attorney and own client scale.

#### 13. Severability

- 13.1. In the event any portion of this agreement shall be determined to be invalid under any applicable law, such provision shall be deemed pro non scripto and the remainder of this agreement shall continue in full force and effect.