## **Ultimate Solar**

## **TERMS & CONDITIONS**

- 1. Official quotes are valid for 7-days and on current stock in the warehouse or as per stock available.
- 2. Price lists & prices on subject to change without notice.
- 3. Prices are quoted exclusive of VAT (15%).
- 4. VAT payable on all invoices except on exports. Ultimate Solar will charge additional for transport of goods.
- 5. Stock must be confirmed for availability prior to placing of orders.
- 6. Order cancellations subject to a 15% handling fee.
- 7. Goods are only released once funds reflect in the company bank account. Ultimate Solar does not accept cheques. Payment through card facilities is available at head office.
- 8. Delivery, commissioning, call-out fees, installation, and electrical work are excluded from quotations, unless specifically requested to be quoted with stock.
- 9. We offer phone support during office hours. If the problem cannot be resolved and need a technician on site, a call out fee will be charged and needs to be paid before we attend to the problem.
- 10. Product ownership is transferred once such stock leaves the Ultimate Solar warehouse with due risk placed upon the purchaser.
- 11. Ultimate Solar does not resume any responsibility or liability for damages, loss, or destruction of products once such product ownership has been transferred, this includes a 3<sup>rd</sup> party courier service organised by Ultimate Solar or the customer.
- 12. In-transit insurance on goods must be initiated by the customer and approved by Ultimate Solar. Extra costs will be quoted accordingly and paid for by the customer. In-trip insurance will then be active.
- 13. Installations completed by Ultimate Solar have a 12-month warranty on faulty workmanship.
- 14. All component hardware warranties covered as per individual product warranty.
- 15. Ultimate Solar requires a "faulty product" to be returned for testing prior to claim processing. Where such a claim is approved, the components will be replaced.
- 16. If Ultimate Solar does not provide the installation, then no responsibility will be resumed for faulty workmanship. The warranty only applies to the product/s supplied by Ultimate Solar and not to the functioning of the system in which the product/s is/are used.
- 17. Ultimate Solar cannot guarantee the functioning or performance of a system if Ultimate Solar product/s are not used and/or are mixed with other components not endorsed by Ultimate Solar.
- 18. SOLAR WATER PUMPS (Spitfire, Multiflow & Premium Range) carry a limited warranty for factory faults only. Warranty duration from date of tax invoice generated by Ultimate Solar. The duration of the warranty is: EcoFlow Range 3 Months, Spitfire Range 12 months, Multiflow Range 12 months, Premium Range 24 months, Veichi Drive Range 12 Months.

- 19. Warranty only valid if complete pump is returned to Ultimate Solar without changes or tampering to original product.
- 20. The faulty pump and/or pump component needs to be returned to Ultimate Solar for testing to which you will be issued with a result. If the unit fails due to faulty workmanship, a claim is submitted with the manufacturer and if approved, we replace the faulty component. Claims cannot be submitted for wear and tear to which the client will be responsible for any work or replacement of components. If it is found that sediment in the water caused the damage the pump is not under warranty.
- 21. This warranty is only valid if warranty form is completed, within 14 days of system purchase. If warranty is not on record the system is not under warranty.
- 22. While Ultimate Solar provides advice regarding the usage of goods supplied, the suitability of the goods for the use contemplated by the client is the sole responsibility of the client, and Ultimate Solar will in no way be responsible for the suitability of the goods sold for any particular end use. The final system design decision is made by the installer.
- 23. Our solar pump warranty is only valid if pump is installed with our suggested solar panels and in our suggested panel configurations. If controller & pump parameters are not adhered to and the pump system fails, it is considered an installation fault and the components will not be under warranty.
- 24. Solar Water Pumps: If system performance changes and borehole information provided by the customer was not accurate, the system's performance is not guaranteed. The design is based on information provided by the client. If the information is inaccurate the system will not function as designed by Ultimate Solar.
- 25. If the borehole has a significant drawdown/dynamic head, the pump performance is also not guaranteed. For the solar water pump system to work optimally a strong borehole with minimal drawdown will enable the pump to function as per specifications. The yield of the borehole is therefore an important guide. The fact that you must install a sensor minimizes the risks but not the negative flow rates.
- 26. It is common for boreholes to have a dynamic water level significantly deeper than the static water level (This is due to the drawdown of the water level as pumping commences. Without testing the borehole, establishing the dynamic water level is difficult. With a large draw down, the yield of the pump can be greatly reduced. It is therefore beneficial to oversize the system slightly to compensate for unknown variables.
- 27. Solar Hardware Sales: If a Product/s is purchased from Ultimate Solar but neither the system design nor installation/commissioning was done by Ultimate Solar, the warranty only applies to the product/s supplied and not to the functioning of a system in which the product/s is/are used. There are no returns or warranties on product/s incorrectly sized, installed or damaged through incorrect system design.
- 28. Returns of regular stock items must be made within 14 days and are subject to handling fees. Cut cables, fuses and batteries are non-returnable. If the client requested us to order special components that we do not stock (non-stock items), the items cannot be returned.

- 29. Should you feel batteries are not performing optimally, you are required to give us access to the battery monitoring data, we will then discuss the matter with our suppliers.
- 30. Ultimate Solar cannot guarantee the functioning or performance of a system if Ultimate Solar's product/s are not used and/or are mixed with other components not endorsed by Ultimate Solar.
- 31. If a customer's product is brought to our workshop for repair and is "abandoned" by the customer for a period of 90 days (from date we received the item) Ultimate Solar will recycle, dispose of or sell the item as a loss recovery measure to recover costs of repairs carried out, storage costs and labour time already spent on the equipment.
- 32. Solar Rooftop Installations: All warranties and terms-and-conditions for specific rooftop solar projects will be in the custom proposal provided to the client.
- 33. Ultimate Solar reserves its rights to change, modify, amend, novate, add to or remove from ("update") the Terms & Conditions, or a portion hereof, from time to time. Changes to the Terms & Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically view the Terms & Conditions at the Website for changes or updates.
- 34. In the event of any default of these terms and conditions by you, Ultimate Solar shall be entitled to recover from you all attorney's or registered debt collector's costs on the attorney and own client scale.
- 35. We hereby inform you as our client that we are compliant with the Protection of Personal Information Act ("POPIA"). All data collected will be mainly used for the core function of the business, the communication with our clients regarding, enquiries, and updates on progress, correspondence or reports, information regarding our services.
- 36. The data collected, used and stored is done so in accordance with the law and as prescribed by the POPI Act.

By accepting our quotation, we accept that the client has read and agreed to the terms and conditions as stated above.