

MAXX – SOLAR ENERGY (PTY) LTD. TERMS AND CONDITIONS OF SALE

Maxx-Solar Energy (Pty) Ltd. (hereafter MSE) is not responsible for errors or omissions in typography and/or photography. All goods are supplied with original manufacturer's warranty and the respective manufacturer handles technical support. Client is liable for all shipping charges on all returns. MSE reserves the right to refuse service, without notice, at any time, to anyone without liability.

PAYMENT METHODS

Payment by EFT and bank deposit or transfer only. Client specific credit terms may be arranged at the sole discretion of MSE.

GENERAL TERMS AND CONDITIONS

By accepting delivery of any product delivered from MSE, you (the "Client") agree that the following terms and conditions are the exclusive terms governing the sales transaction between the MSE and the Client. Any attempt to alter, supplement, modify or amend these terms and conditions by the Client will be considered a material alteration of this agreement and, therefore renders the Clients modifications or amendments null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. It is the Clients responsibility to check MSE's Terms and Conditions each time an order is placed or any goods are accept from MSE.

Order procedure: The client contacts MSE sales department to request an offer or quotation. Once the client has accepted the offer in writing, a proforma invoice is sent to the Client from MSE.

Payment Terms on Orders: An order is not binding upon MSE until it is accepted and paid for, this includes partial payments. MSE must receive a payment, either partial or in full, for an order by the client within 30 days otherwise the order shall no longer be valid, unless otherwise previously agreed in writing. The proforma invoice forms the basis of the payment. Payment is due prior to shipment/collection.

If credit terms have been established, the Client agrees to pay the amount due as specified on the invoice.

Tax Invoice and Ownership: The tax invoice is always issued on the date of transfer of ownership of the materials, which is the pick up or delivery day. The signed packing slip or waybill of the transport company determines the date of the tax invoice.

Shipping Charges: Your total cost for purchase of any product will exclude delivery unless otherwise recorded in writing between Client and MSE.

Processing Time: You can expect your order to be processed within two business days after receipt of payment into our account. If you need an item by a specific date, please check with MSE regarding availability of the item and shipping options.

Items not in stock: Any items that are unavailable will be placed on order. Estimated shipment dates will be provided however these dates are "estimates" and not guarantee arrival on that date.

Order Status: MSE will do everything possible to keep you informed of your order's progress via e-mail. Order Changes: You may change your order, provided that your order has not yet been procured from MSE suppliers. Exemptions from this rule shall be permitted in special circumstances after consultation with MSE. Please contact MSE with any changes to be made and please have your order number available.

Shipping Policy: Customers must inspect their shipments upon collection or delivery prior to signing the packing slip or delivery note. Customers who will not be signing for their order when it is delivered or collected, are responsible to ensure that the person signing has read and understands MSE's Terms and Conditions.

In case where delivery is requested, an independent shipping/logistics contractor will deliver the materials ordered. When the shipment arrives the courier will ask you to sign for the delivery. This is a legal document stating that the package is being delivered in good condition without damage and that the customer is waiving any additional claim from MSE. Claims relating to transit should be made within the first 48 hours of receipt of shipment.

Cancellation Policy: To cancel your order, please call during our normal business hours and speak to an authorised MSE representative. Provided your order has not yet been processed and ordered from MSE suppliers there is no cancellation fee. If your order has already been processed and paid for by MSE all costs incurred as well as a 5% cancellation fee will be deducted from your refund.

Return Policy: Merchandise, except for products that were specially ordered and/or assembled for the customer, may be returned within 7 days of the receipt of the product.

Before returning items, it is necessary to call and discuss the return of materials with the authorised MSE representative. Once you have been instructed where to return the item you are responsible for shipping charges back to that address. The Customer shall be responsible for the return of any unused product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the full value of the shipment.

You will receive a refund or credit towards your account, provided the merchandise is returned in the original undamaged packaging, in original and resalable condition with the original blank warranty cards, manuals, and all accessories. MSE requires a minimum of 48 hours to inspect a returned item prior to issuing a refund or credit. If any component of the returned product is missing, the return procedure is breached and MSE may reject the return or may choose to impose additional charges for replacement of the missing component.

Shipping charges are not refundable.

Warranty Policy: MSE is a distributor only. Products sold by MSE are not manufactured by MSE therefore we do not warranty any of the products we sell. Items that we sell are covered by the original manufacturer's warranty, service, or support policy.

MSE bears no responsibility in sending a replacement item to the Customer in the event that they have received a defective product. If you receive a defective unit, contact the manufacturer and they will typically repair or replace the product. Nevertheless, MSE will support its clients as much as possible in case of any queries or difficulties.

Disclaimer: MSE strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, MSE at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. All links on MSE's website are intended only to provide visitors with assistance finding additional information, please remember, you, our valued Client, are ultimately responsible for any purchase decision.

Privacy: MSE respects your privacy. We collect limited information to help us understand our website visitors and to process your requests. We share information only when it is necessary to fulfill a customer request (such as to ship an order or process a newsletter signup). We will never sell your information.

Governing Law and Jurisdiction: Any dispute arising out of or related to these Terms and Conditions or the sales transaction between MSE and Client shall be governed by the laws of South Africa. The Customer agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against MSE that is more than 30 days after the date of the applicable tax invoice.

Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable South African law.

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement: These terms and conditions, together with MSE's invoice are the complete and exclusive agreement between MSE and the Customer, and supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications.

You may incur additional costs for your solar equipment for engineering, permitting or installation. Because these costs may vary widely depending on your location MSE will not be responsible for them under any circumstances.

LIMITATION OF LIABILITY: IN ALL CIRCUMSTANCES MSE'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. MSE SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CLIENT, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE, WHETHER OR NOT MSE IS