**Solar Man/G Enclosure: Terms, Conditions, Rules, Regulations And General Stipilation Policies/Commercial Conditions As Well As Privacy Policies Sector. As Updated From Time-Time. For any questions/suggestions/comments/queries kindly contact: info@solarm.co.za**

**Please note concrete copy protected software are installed on all SM/SM/G'S &/Brother/Sister companies as well as Subsidiaries websites.**

***AFTER QUOTATIONS MORE SPECIFICALLY INVOICES/TAX INVOICES (E.G. PURCHASES ETC FROM CLIENTS/RELATED) HAS BEEN MADE. SOLAR MAN ACCEPTS THAT THE CLIENTS HAS READ THE TERMS CONDITIONS CHARTER AS WELL AS RULES CONCERNING THIS DOCUMENT TO FOLLOW:***

***TERMS, CONDITIONS RULES, AND POLICIES, PROVISIONS TOGETHER WITH  REGULATIONS OF SALE / SALES AS WELL AS QUOTATION/S REQUESTS & INSTALLATION AND / SERVICES BY SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES OR EXECUTIVES AND RELATED;***

**ALL THESE TERMS ARE RESTRICTED TO OTHER RESTRICTIONS AS WELL NOT NECCESARELY CONTAINED HEREIN EVEN WHERE NOT STIPULATED.**

 **THIS IS A HIGHLY IMPORTANT DOCUMENT UPDATED FROM TIME TO TIME.**

**PLEASE READ ALL OF THE FOLLOWING CONTENT CONTAINED WITHIN THIS VERY LONG DOCUMENT VERY CAREFULLY BEFORE ACCEPTING ANY QUOTATIONS FROM SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES OR ANY EXECUTIVES. PLEASE MAKE SURE THAT ABSOLUTELY ALL OF THE FOLLOWING AND EACH AND EVERY ASPECT HEREIN AND THROUGHOUT IS UNDERSTOOD FULLY AS WELL AS CLEARLY. IF CLIENT, CUSTOMER, CONSUMER ACCEPTS QUOTATION / QUOTATIONS OR PRO FORMA/'S THEN THE  CLIENT, CUSTOMER, CONSUMER FULLY AGREES WITHOUT ANY LIMITATIONS WHATSOEVER ON EACH AND EVERY ASPECT CONTAINED IN THIS TERMS AND CONDITIONS RULES AND POLICY REGULATIONS AND FULLY ACCEPTS AND UNDERSTANDS WITHOUT ANY LIMITATIONS WHATSOEVER AND ACKNOWLEDGES EACH AND EVERY ASPECT WITHIN THE FOLLOWING TERMS AND CONDITIONS, RULES AND POLICY REGULATIONS OF SOLAR MAN PARTNERS AND REPRESENTATIVES AND DULY REPRESENTATIVES AND EXECUTIVES VERY,VERY CLEARLY AND VERY, VERY ACCURATELY IN EVERY WAY POSSIBLE WITHOUT ANY LIMITATION WHATSOEVER AND THAT THE CLIENT / CUSTOMER / CONSUMER ACCEPTS AND AGREES TO THE FOLLOWING;**

**1.      USE OF THIS WEBSITE AND OTHER WEBSITES BELONING TO SOLAR MAN, PARTNERS, DULY REPRESENTATIVES, ANY EXECUTIVES AND SERVICES OF SOLAR MAN** **DULY REPRESENTATIVES AND PARTNERS AS WELL AS EXECUTIVES:**

 **1.**

1.1. The customer or client or consumer/customer / purchaser fully acknowledges that SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / EXECUTIVES have given no warranties of  whatsoever nature other than those specified. The client/consumer/customer also acknowledges and understands all the information, terms, conditions and rules within this document, and is satisfied with all of the information when deciding on accepting any quotation as well as terms of sale by SOLAR MAN OR PARTNERS.

1.2. Use of this web site and others belonging to SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES is at the sole risk of the customer or client or consumer.

1.3. Unless otherwise indicated, customers are welcome to copy, download or print out any of the visible text or images on this site for personal and non-commercial use only and for no other purpose whatever without SOLAR MANS or SOLAR MAN'S LEGAL REPRESENTATIVES express prior written consent.

1.4. We will not become involved in any dispute between any customer and a third party, i.e. manufactures and contracted installers, arising out of, or in connection with, the completion of any sale and installation of any goods or any services whatsoever.

1.5 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MANS LEGAL REPRESENTATIVES OR  ANY PARTNERS OR ANY REPRESENTATIVES / EXECUTIVES OF SOLAR MAN will not under any circumstances whatsoever be held responsible in any way whatsoever for the accuracy of any of their information or any of the information whatsoever on and in  all of SOLAR MAN'S websites whatsoever, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES can change any information within this document and within all their websites / SPECIFICATIONS at any time, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES  cannot be held accountable or responsible for the accuracy of any information whatsoever or in whatsoever way, information gets used fully at own risk.

1.6  Accuracy of any of SOLAR MAN'S websites and any information whatsoever cannot be guaranteed especially information concerning what is in the book Solar All About as well as what is not, these gets used fully at own risk as well.

1.7 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN makes no warranty or guarantees whatsoever as to the accuracy, sufficiency or suitability of any technical or any other information whatsoever provided through for instance manuals or any other documentation whatsoever or on product equipment. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN assumes no responsibility whatsoever for any loss or any damage whatsoever whether direct, indirect, consequential, which might arise out of any information whatsoever. The use of any information is entirely at the users risk. The book Solar All About gets used entirely at own risk, the author nor co authors/reps will not be held responsible in way/s whatsoever / any conditions whatsoever for / concerning any information/damages / losses etc which can/may occur of whatsoever nature.

1.8 The client / customer / consumer / purchaser fully acknowledges and agrees that any information whatsoever given by the client and SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES  to client is correct.

1.9 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN accepts that the client fully understands absolutely each and every aspect and beyond all of the aspects within and throughout this rules policies terms and conditions document written and typed in the language of English, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN acknowledges that the client / customer / consumer has read this whole document and is satisfied with the whole document before accepting any of SOLAR MAN OR PARTNERS OR REPRESENTATIVES quotations.

1.10 If products are not used according to information encoded within this  document SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OR AGENTS OF SOLAR MAN will not in any way whatsoever be held accountable / responsible for warranty in any way whatsoever.

1.11. It is the client / consumer / customers / purchaser/s choice wheather to follow the information throughout this website or not. SOLAR MAN / partners / representatives / duly representatives are not responsible for any accuracy or damages whatsoever regarding any of the the information (folowed/not followed by client/customer/consumer) on any of SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS websites, this specific website www.solarm.co.za included.

1.12. SOLAR MAN / PARTNERS / REPRESENTATIVES may at any time revise / update any information throughout these terms, conditions, rules, stipulation policy and their websites.

1.13. SOLAR MAN has the right to charge for quotations.

**2.      CONTROLLING PROVISIONS**

No terms and conditions other than the terms and conditions contained herein shall be binding upon SOLAR MAN unless accepted by it in a writing signed by the SOLAR MANS Branch Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, the customer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on SOLAR MAN, whether or not they would materially alter this document, and SOLAR MAN hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. The customer/client/consumer will be deemed to have assented to all terms and conditions and rules contained herein if any part of the goods and/or services described herein are delivered or an invoice (with or without numbering) / quotation (with / without numbering) is presented in connection with the said goods and / or services. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES has the right to reserve admission on any of their premises, and entry into and around any of their premises is solely at own risk. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not in way whatsoever take any responsibility or accountablity whatsoever for any loss, damage, theft, injury, fire, death and all the aspects related to these in whatsoever way.

**3.      DESCRIPTION OF GOODS AND WARRANTY / WARRANTIES / LIMITED WARRANTY / LIMITED WARRANTEES:**

3.1.  SOLAR MANS products & installations carry a warranty of no more than given by the respective suppliers. Full detailed specifications of our products are available on request on an order or from the manufacturers or their websites if they are available.

3.2.  The customer/client/consumer acknowledges that SOLAR MAN and its duly representatives have given no warranties of whatsoever nature other than those specified on the written order.

3.3.  **SOLAR MANS SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SOLAR MAN MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SOLAR MAN HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WHATSOEVER, AND IN NO EVENT WHATSOEVER, WILL SOLAR MAN BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SOLAR MAN. THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES WHATSOEVER, AND IN NO EVENT WHATSOEVER, SHALL SOLAR MANS LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SALE. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SOLAR MAN AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."**

3.4.  The customer/client/consumer/purchaser confirms that the order is in every respect whatsoever correct and that the signatory for and on behalf of the customer personally guarantees his authority to contract on behalf of the customer.

3.5.  The customer/consumer/client gives the right to SOLAR MAN to contract installations out.  Should there be any defect in the installation; the customer shall liaison with the contracted installators.

3.6.   Any warranty will lapse if the customer or anyone on behalf of the customer / consumer / client attempted/attempts to repair any defects of the products or installations.

3.7.   This warranty is in lieu of all other warranties expressed or implied all of which are excluded from the contract relating to the sale and of all obligations or liabilities on the part of the SOLAR MAN.

3.8 All guarantees/warranties exclude damage caused by fire, theft, electrical overload, civil riots, lightning, will-full damage/damage caused by ie: installer/(s)/client/(s) ETC, negligence and/ acts of God or any other aspects whatsoever related.

3.9  It is the clients / consumer / customers / purchaser choice in buying products from SOLAR MAN OR PARTNERS OR REPRESENTATIVES, any aspects beyond this and relating to any of these in whatsoever way is the clients/consumers/customers full responsibility/liability/accountibility, all aspects relating to these in any way whatsoever and aspects of these and beyond in any way whatsoever is the total full responsibility/accountibility/liability of the client/clients/consumers/customers SOLAR MAN OR PARTNERS OR REPRESENTATIVES will not in any way whatsoever take any responsibility/liability/accountibility regarding these in whatsoever way, these type of aspects are beyond the control of SOLAR MAN OR PARTNERS OR REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS in whatsoever way possible, clients/consumers/customers must take full responsibility/accountibility/liability regarding any products/services/information bought at (or used through) SOLAR MAN OR PARTNERS REPRESENTATIVES / DULY REPRESENTATIVES.

3.10 Warranties valid only from date of payment.

3.11 The client / consumer / customer fully understands and acknowledges that SOLAR MAN cannot in any way whatsoever be held responsible for any records of warranty whatsoever and related within any period of time.

3.12 SOLAR MAN gives standard warranties, after that the responsibility is the clients, SOLAR MAN can keep records for 5 years, longer than that is the clients responsibility, SOLAR MAN OR PARTNERS OR REPRESENTATIVES will not in any way whatsoever take any responsibility regarding or relating to these, in whatsoever way.

3.13 The client / consumer / customer fully understands and acknowledges that SOLAR MAN AND PARTNERS AND REPRESENTATIVES will not in any way whatsoever be held accountable or responsible in any way whatsoever for aspects related to factory warranties. Factory warrantees valid from date of SOLAR MAN purchase.

3.14 Payment on repairs will be established based on report findings, SOLAR MAN will not be responsible for repair costs if report findings state that client was responsible for damages, SOLAR MAN will not be responsible for these even if it falls within warranty.

3.15 Solar Man will not charge any batteries of clients up if lower than 11.66 volt. Batteries drained under 11.5 volt will result in warranty void.

3.16 Solar Man can decide whether to give out details about reperations.

3.17 The client / consumer / customer / purchaser fully acknowledges that if he/she buys a product it is at free choice and so cannot just give it back, after the products are bought the client / customer / consumer fully acknowledges that it will suit their needs, any risks will be the clients.

3.18. Certain products carries manufacturer warranty. SM doesnt rent/hire out products.

3.19. Solar Man has the right to charge handeling fees.

3.20. Warranties only valid from date of purchase.

3.21. SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS has the right to decide on warranties.

3.22. All warranties may be subjected to restrictions.

3.23. Opening of products leads to warranty void.

3.24. If products are send in for repair and findings indicate problem was caused by client/consumer/customer warranty is voided.

3.25. Products sold at SOLAR MAN are not guaranteed to be used for solar.

3.26. Warrantees applies to factory faults only.

3.27. Solar Man / representatives / partners will not be responsible/reliable/accountable for any leakage/es of batteries.

3.28. The book Solar All About are bought as is.

3.29. Products borrowed results in warrantee voided.

3.30. The client/consumer/purchaser/customer are responsible/liable/accountible for courier chargers on delivery.

3.31. It is the clients responsibility to find out about damp valve (anti freeze valve) with regards to solar geysers, failure to do so will result in warranty voided.

3.32. SOLAR MAN PARTNERS/REPRESENTATIVES / DULY REPRESENTATIVES will not in any way whatsoever be responsible/liable/accountible for the functionality of any system or design.

3.33. SOLAR MAN PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / EXECUTIVE will not be responsible/accountible/reliable for ie: where products are installed/when or any aspects around these.

3.34. No warranty for water damaged products.

3.35. Warrantees are subjected to terms and conditions.

3.36. SOLAR MAN has the right to inquire what products they sell will be used for.

3.37. No warranty on human faults.

3.38. Solar Man is not required to be a display centre.

3.3.9. SOLAR MAN / SOLAR MAN GROUP will not stand for any legal responsibility whatsoever.

**4.      ORDERS AND QUOTATIONS**

4.1.   Before any products are ordered a deposit must be paid as requested by SOLAR MAN.

4.2.   A quotation by SOLAR MAN will only be valid for a period of 15 (fifteen) days.

4.3.   The customer/consumer/client/purchaser hereby confirms that the goods and services on the order / quotation for sale issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer and where performance/delivery has already taken place that the services and goods were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

4.4.   SOLAR MAN will accept only written orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from SOLAR MAN. SOLAR MAN will not in any way whatsoever be responsible for any errors or misunderstandings occasioned by the customers failure to make the order in writing.

4.5.   Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of SOLAR MAN as at the date when the customer places the order of the goods, subject to clause 4.2 above, and shall be capable of acceptance by SOLAR MAN by the delivery of the goods, written acceptance or confirmation of the order.

4.6.   Acceptance of the quotation/Pro Forma Invoice by the customer will constitute acceptance of this terms and conditions and rules and accepts and fully agrees that products are the correct products for their intended needs, should it not be so SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / BOARD OF DIRECTORS will not take any responsibility/accountibility/liability whatsoever regarding these as reasons given throughout this document.

4.7   Solar Man has the right to only sell the product or products, installations gets done by outside contractors, should any problems whatsoever occur the installer must be contacted for ie: after sales services or whatever the case or context might be.

4.8   SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not be held responsible for any problems during or after installation, and all related aspects of whatever the context may be, ie: transport of faulty  products before or after the time etc.

4.9  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not in any way whatsoever be held responsible for the accuracy and/or any queries relating to sales quotations or tax Invoices.

4.10  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / REPRESENTATIVES will not be held responsible / liable / accountable for any acts of a higher being whatsoever or whatever the case or contexts might be ie: product damage, noicy products etc. Solar Man or partners will not be in any way whatsoever be responsible for any damage whatsoever through ie:  internet or other communication ie: viruses, malicious software spread through ie: email etcetera, or whatever the case or context whatsoever might be. In the case of possible product problems the product can be send in, (any costs will not be held by Solar Man or partners), and report can be written by the technician/'s, warranty are based on findings of the report, faulty products can sometimes be repaired depending on the nature of the problem. (SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will sometimes not be responsible for costs outside of guarantee/warranty).  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES AGENTS will not be held responsible / liable / accountable for any problems relating to ethical issues whatsoever. Solar Man or partners will not be responsible for any incorrect information whatsoever given to clients or information not given, (directly/indirectly), in the many different terms or forms it could arise out of ie: selling products etcetera, or whatever the case may be. Clients are responsible for products bought, Solar Man or partners or representatives will not  in any way whatsoever be held responsible for any  products that are incompatible, or whatever the case may be, it is the clients/consumer/customer's choice in or when or if  buying products, it is not  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS responsibility for ie: accuracy of any information or what clients / costumers / consumers etc will do with products, or absolutely anything related to these type of aspects in absolutely whatsoever way or what so ever contexts. The word context refers to the viewpoint of SOLAR MAN throughout.

4.11 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / EXECUTIVES / BOARD OF DIRECTORS are absolutely not in any way whatsoever responsible/liable/accountable for any information ie: written or not or anything related or any information not given, whatsoever regarding ie: solar and is also not in any way or diverse ways whatsoever responsible for the accuracy of any of the information whatsoever in the many different diverse terms/ways whatsoever of ie: how to / design systems... (the word design in these contexts may / can relate to: ie: what energy / electricity  /power consumer / customer / client will / plan to use; in order to design ie: a (solar) system...; ('system' normally can relate to interrelated components...), these also normally relates to, the 'design' in terms of ie: panels, charge controllers/batteries, inverters...,), or whatever the case or context might or may whatsoever etcetera? be, (with this said ie: (and this is only 1 example), also aspects relating to how many sun per day, and many other examples etcetera), SOLAR MAN PARTNERS DULY REPRESENTATIVES AND the books Solar All About. StudyGuide nr 1. Electricity Tips. Installations Made Easy written by author A V Heerden will not in any way whatsoever be responsible or accountable in any way whatsoever for the accuracy of any of the information whatsoever and throughout all of the books, and she the author and her books shall not take any responsibility or accountibility whatsoever for any misconceptions or misunderstandings whatsoever, throughout all of the books, the author and her/the books will also not in any way whatsoever be responsible or accountible in any way whatsoever for the accuracy of  all of the information in all of these books and throughout, all the books and all / any of the the information therein gets used solely entirely and absolute at the consumer / customer / clients own risk.

4.12 Under absolutely no circumstances whatsoever may any of the books, editions and sections of Solar All About. Electricity Tips. Installations Made Easy. Study Guide 1/2... (ISBN: 302707) be copied, or reproduced for selling in any way (*WITHOUT WRITTEN PERMISSION*), it is copy protected.

4.13 SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES will not in any way whatsoever be held responsible/liable/accountable for accuracy of any information within ie: emails..., or any communication whatsoever; from SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES towards ie: client/consumer/customer or potential client/consumer/customer...; whether direct or indirect etcetera...; any information whatsoever received by client/consumer/customer or potential client/consumer/customer from SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES  is the client/consumer/customer or potential client/consumer/customer's own entire, sole responsibility and risk.

4.14 No information on Solar Man clients will be given out to other clients, SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES will decide on anything regarding these.

4.15 SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES has the right to make any quotations out to the potential/client/consumer/customer/purchaser, and ask for telephone / cell phone numbers.

4.16 Under no circumstances whatsoever will any product not paid for be kept aside for any client.

4.17. Solar Man / representatives / partners has the right to decide on how long quotations for sale/s are valid.

4.18. SOLAR MAN / ASSOCIATES /PARTNERS / DULY REPRESENTATIVES/ REPRESENTATIVES are under no surcomstances obliged to give any of the information throughout this website to existing clients or potensial as well as the public in general.

4.19. After purchase client / clients accepts SOLAR MAN terms as well as conditions.

4.20. Information on quotations/tax invoices cannot be guaranteed to be accurate.

4.21. All pricing accuracy cannot be guaranteed.

**5.      PRICE / PAYMENT**

5.1.  No Cheques will be accepted.

5.2.  A 15% (fifteen per cent) handling fee will be charged on all items borrowed.

5.3.  The price quoted is net cash unless otherwise stated and payment is due and payable immediately against delivery unless our statement states otherwise.

5.4.  The contract price stipulated on the order is based on ruling prices; should increase insurance rates, shipping charges or freight rates, custom duties, sales tax, the rate of exchange between the time of the order and the date of the delivery, or any change to the International markets, the customer accepts that the order be increased.

5.5.  SOLAR MAN has the right to change the prices of any goods from time to time without any prior notice to the customer/client/consumer.

5.6.  Installation rates are on SOLAR MAN products only.

5.7.  Only the SOLAR MAN'S bank statement shall be sufficient proof of payment.

5.8  Installations are not organized by SOLAR MAN OR PARTNERS it must be organized by the clients  / consumers/ customers, amounts depend on what the installer asks, this costs are not fixed it varies, it is the clients / consumer / customer's responsibility for any extra costs, normally after every +-400 km (depending on the installer), extra will be charged depending on the installer rates, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/liable for any goods transported to or from any destination, if anything happens SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not take any responsibility/liability for anything regarding these whatsoever. Any prices are subjected to change at any time without prior notice whatsoever including the above mentioned.

5.9   SOLAR MAN OR REPRESENTATIVES OR PARTNERS under no circumstances whatsoever will not do any callouts; SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR EXECUTIVES can give referrals only SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/liable/accountible for any costs on any callouts whatsoever, does not matter what the reason may be.

5.10 Vat must be paid in full by all clients and all clients outside the border of South Africa.

5.11 It is the clients responsibility to decide whether to use an installer or not, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/accountible/liable for any issues regarding this. SOLAR MAN OR REPRESENTATIVES OR PARTNERS are not responsible / liable / accountible for any issues regarding any installations also who does the installations.

5.11 After client has paid any products whether in full or not and leaves it at SOLAR MAN OR REPRESENTATIVES OR ANY OF ITS PARTNERS THEN SOLAR MAN OR REPRESENTATIVES OR ANY OF ITS PARTNERS will not accept any responsibility/liability/accountibility whatsoever relating to products no matter what the case might be whatsoever.

5.12 SOLAR MAN OR REPRESENTATIVES OR PARTNERS / BOARD OF DIRECTORS cannot be held accountable for the accuracy of all and any information within this document, also not for information on any quotations / pro formas / tax invoices..

5.13 Terms Conditions and Rules Policies apply to all products or services as seen throughout this document.

5.14 Solar Man / representatives / partners has the right to withhold guarantees on products not paid for, or not paid for in full.

5.15 SOLAR MAN has the right to have prices stating without Vat or Vat Excl.

5.16 After any deposits have been paid SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way be responsible/liable/accountable ie: for length of time it takes for ie: delivery or delivery wherever or whenever etc.

5.17 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any why whatsoever be held accountable/responsible or liable for any problems or issues whatsoever related to delivery in whatsoever ways possible.

5.18 Solar Man/partners/representatives has the right to sell the product / equipment / goods, nothing else beyond this.

5.20 If products are paid for they are the clients / consumer / customers responsibility/accountibility/liability, SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR will not in any way whatsoever be held responsible/accountable/liable for any issues regarding these in whatever way possible. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS will not in any way whatsoever be held responsible / liable / accountible for how/for what products gets used.

5.21 Any products not fully paid for belongs to Solar Man, with this said Solar Man can then do anything with their products.

5.22 Solar Man has the right to charge the full amount before any products are ordered or bought. Products not in stock must be ordered.

5.23 If ie: client / customer / consumer requests Solar Man/representatives/partners to ie: wire a panel etc, or aspects related SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR DULY REPRESENTATIVES OF SOLAR MAN will not in any way whatsoever be responsible for any damages or problems whatsoever, related to these in whatsoever ways possible.

5.24 If goods/products/equipment not in stock are paid for, time for ordering or delivery is out of SOLAR MAN'S / PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES control.

5.25. No client/consumer/customer may edit into any PDF / exel sheet of SOLAR MAN except into the solar calculator exel spread sheet.

5.26. SOLAR MAN has the right to decide on free quotations / sales quotations for purchase as well as related.

5.27. All products on promotion, or discount does not carry any warranty.

5.28. I f clients opens products warranty is voided.

**6.** **DELIVERY AND LOGISTICAL ASPECTS AS WELL AS GENERAL**

6.1.  Delivery and collection will only be affected once full payment reflects, and cleared, in SOLAR MANS bank account.

6.2.  Delivery cannot be guaranteed for any specific date or within specific period and delivery, on any specific date or within any specific period is not a condition or essential term of orders.

6.3.  Should SOLAR MAN tender to deliver and the requested delay such delivery, for any reason whatsoever, the additional cost to the SOLAR MAN incurred thereby shall be for the customers / client / consumer / purchaser account.

6.4.  Delivery to the customer by rail, airfreight or such other like method shall be deemed to the customer / client / consumer / purchaser.

6.5.  The customers failure to inform the SOLAR MAN in writing by electronic mail or telefax within five (5) days of delivery date, as to any defect, shall be deemed to constitute the customers acknowledgement that the goods have been delivered in accordance with the reconditions of the order and to the satisfaction of the customer.

6.6  Delivery is only available on certain special requests, fully paid by customer / client / consumer.

6.7  If faulty products are send in for repair, SOLAR MAN OR REPRESENTATIVES OR PARTNERS / BOARD OF DIRECTORS OF SOLAR MAN will not in any way whatsoever be responsible/accountible/liable for the products, or payments of repairs, or when or if products will come back or if it is repaired correctly or not, this includes transport to get products to the repair centre and back.

6.8  SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be responsible or accountable for anything (problems / issues) relating to any installations whatsoever, done by outside contractors or not, or whatever the case may be in whatever way.

6.9  Solar Man has right of admission on and around all off their premises, SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever take any liability for any loss, theft, death, damage, injury or acts of a higher being, in or around their premises, entry is solely at own risk. SOLAR MAN OR REPRESENTATIVES / AGENTS OR PARTNERS OF SOLAR MAN has the right to ask anybody to leave their premises at any moment in time. Products cannot be ordered if not having a supplier.

6.10 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any  way whatsoever be responsible/liable/accountible for any issues regarding couriers or deliveries in any way whatsoever.

6.11 Under no circumstances whatsoever may there be smoked inside any of Solar Man's premises, or any ethical aspects related to these in whatsoever way possible.

6.12  If clients / consumers / customers give email addresses to Solar Man, then Solar Man can send the recipient promotional offers. All pictures are for display purposes.

6.12  No noise whatsoever allowed on Solar Man premises, rules regarding ethical concerns applies, in and around SOLAR MAN premises. People selling services/goods can only enter into SOLAR MAN premises by appointment. For general security reasons (ie: overcrowding) ETC clients are not allowed longer than 29 min in the SOLAR MAN shop, shop is timer, surveilence and security protected in and around the SOLAR MAN premises.Taking photos of products sold at SOLAR MAN is prohibited without asking special permission from SOLAR MAN / partners / representatives / duly representatives.

6.13 Free delivery will only be on certain products only ie: some products not in stock (ie: from warehouses etcetera...). SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR EXECUTIVES OF SOLAR has the right to decide on free delivery or not.

6.14 Any aspects related to delivery is the sole responsibility of the client / customer / consumer,SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be held accountable or responsible for any aspectswhatsoever related to these in whatsoever way possible, also after payment is done.

6.15  SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be responsible or accountable or accountible or liable in any way whatsoever for clients, customers, consumers not having access to these terms conditions and rules, regardless of any limitations whatsoever.

6.16 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN has the right to change installer rates at any time without any prior notice whatsoever, SOLAR MAN has the right to use different installers for different installations. Any issues that could relate or arise out of such will not in any way whatsoever be SOLAR MAN OR SOLAR MAN REPRESENTATIVES OR SOLAR MAN PARTNERS responsibility/accountability/liability whatsoever.

6.17 SOLAR MAN OR REPRESENTATIVES / EXECUTIVES OR PARTNERS OF SOLAR MAN has the right to change any information whatsoever without any prior notice whatsoever at any time whatsoever on any of their websites whenever. Pictures and information accuracy not guaranteed to be correct it is used solely at own risk.

6.18 Purchasing of the books Solar All About and editions is the risk of the client, purchasing or any aspects relating to it like for instance delivery or any aspects whatever it might be is the risk and responsibility/accountibility/liability of the client SOLAR MAN OR REPRESENTATIVES OR AUTHOR OR PARTNERS WILL NOT IN ANY WAY WHATSOEVER BE ACCOUNTABLE OR HELD RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER FOR ANY DAMAGES WHATSOEVER OR WHATEVER THE CASE MIGHT BE. Information within this website is not guaranteed to be included within the Solar All About ranges of books.

6.19 Products can only be ordered after full payment after reflection in Solar Man bank account.

6.20. Solar Man is not a workshop centre.

6.21. Solar Man/partners/representatives will not in any way whatsoever be responsible/accountible/liable for any issues regarding transport / deliveries.

6.22. Solar Man/partners/representatives will not be liable / accountible / responsible for any costs regarding any installations whatsoever.

6.23. SOLAR MAN will not charge any batteries up that fell under 11.66 volt. No batteries under 11.66 volt DC will be permitted / allowed into any premises of SOLAR MAN / PARTNERS / REPRESENTATIVES no matter what the circumstances. SOLAR MAN / PARTNERS / DULY REPRESENTATIVES / REPRESENTATIVES will not under any circumstances whatsoever take any responsiblity / liability / accountabilities regarding any of these in whatsoever way/ways possible.

6.24. With regards to inverters with changeover and / battery charger if installation is done ensure generator/escom is off when installing into the input side with regards to these type of inverters, ensure also output to ie: plugs are connected first, with nothing pluged in.

6.25. SOLAR MAN / REPRESENTATIVES / PARTNERS / DYLY REPRESENTATIVES / AGENTS will not take any responsibility regarding issues relating to installations / installler / installers, this is the sole responsibility of the client/consumer/customer/purchaser.

6.26. If refrigerators or freezers or combination fridge freezers are bought from SOLAR MAN pure sinewave inverters only can be used on these appliances not filter modivied sinewave / combined modivied / modivied inverters / converters ECT. Same applies to any lights bought from SOLAR MAN.

6.27. SOLAR MAN / PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES / EXECUTIVES will not take any responsibility/accountibility/liability for clients / consumers / customers appliances running form ie: inverters bought from SOLAR MAN / PARTNERS/REPRESENTATIVES.

6.28. SOLAR MAN / PARTNERS / DULY REPRESENTATIVES / REPRESENTATIVES / EXECUTIVES OF SOLAR MAN will not take any responsibility/accountibility/liability whatsoever for accuracy of designs wheather relating to ie: solar panels/controllers/chargers (ie: different battery chargers ie: sizes ETC) /batteries/inverters/altenators/pumps DC/AC / geysers (solar) ETC or not.

6.28. SOLAR MAN has the right to write only terms and conditions (t's and c's) apply on quotations or websites ECT (no more detail), it is the clients/consumers/customers accountibility/liability/responsibility to go and read it up, even if installer does installation client/consumer/customer must be aware of ie: where cables must be installed into correct places / to manage system/how it must be managed (as emphisised throughout) ECT these type of aspects are out of the control of SOLAR MAN/REPRESENTATIVES/DULY REPRESENTATIVES. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.29. If client / consumer / customer / purchaser decides (for whatever reason ie (and this is only an example): saving money/whatever the reason might be...) to do installation or get installer to do installation risk is on the client/consumer/customer should something go wrong ETC. These are not inder control of SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.30. The consumer / purchaser /  fully agrees to read user/operating/installation manual/s (and specifications (to see ie:how products work/,should be used...) of products/installation/s, (or if client organize installer ensure installer also reads the manuals/specifications) and if not incl will inform SOLAR MAN immediately so the problem could be resolved. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.31. With charge controllers (DC-DC) (or whatever the case may be) please remember to first connect the batteries (full batteries), then solar panels (which is out of the sun), into the correct places toward (DC-DC or whatever the case may be) charge controller, connecting cable/wire into the correct places (at all time even when ie: managing a solar system etc) are critical to be aware of even if you are not the installer but the consumer of the products, which is technical in nature. If using the load feature know system voltage and max amp; (normally to identify wattage) and connect wires into correct places.SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.32. With ownership comes risk, consumers should use products in accordance to standards, (to avoid problems/possible problems), set out from the manufacturers not the other way around.SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility/ accountibility / liability regarding these aspects.

6.33. Ensure products are in well-ventilated area, batteries on planks/rack/s away from water ECT, (except if its ie. water resistant). Panels can be dusted every -+second week.

6.34. Ensure that wires/cables within system/systems does not over heat, please monitor these and manage these, with panels ie: if hot get thicker wires by referring to specific wire/cabling calculations, with batteries decrease usage/load immediately, contact SOLAR MAN immediately.

6.35. If AC source is connected into ac-dc battery charger AC source must be off, follow operation/consumer manual/s regarding how/where/when to install these.

6.36. Consumers/clients/customers/purchaser are responsible for aspects relating to battery chargers ie: sizes etcetera / generators sizes and all aspects thereto etcetera.

6.37. E-mail, transmission information (websites included) from SOLAR MAN/PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES cannot be guaranteed to be secure or error-free as information could be intercepted,corrupted,lost,destroyed,incomplete etc or contain viruses. SOLAR MAN accepts no liability/accountability/responsibility for the contents and integrity of e-mails or their websites or for any damage caused by an e-mail/s, transmission and / websites.

6.38. Solar Man /representatives will not be responsible for anything relating to products which could be regarded as hazardous.

6.39. Entry into and around any of SOLAR MAN'S premises is solely at own risk.

6.40 No spesifications or operation manuals will be printed at SOLAR MAN. The SOLARMAN website contains information on these, if not SOLAR MAN can be contacted in this regard.

6.41. SOLAR MAN has the right to withhold warranty on any products which is on special / promotion.

6.42. SOLAR MAN does not do energy assessments and / aspects related. Energy assesments can be done only on certain special requests, accuracy theroff can not be guaranteed no matter what the circumstances are/could be.

6.43. SOLAR MAN are not energy saving advisors.

6.44. Additional packaging charges on products are normally excluded.

6.45. Rudeness will not be tolerated by Solar Man.

6.46. Under no circumstances will any type/s of industrial espionage be tolerated whatsoever.

6.47. SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES OR RELATED will not under any circumstances whatsoever be responsible / liable / accountible for any accuracy regarding advise given / supplied whatsoever.

6.48. Specs not available on this website can only be requested via e-mail after pre-planning is in place.

6.49. SOLAR MAN has the right to alterate any specifications at any time. As well as make changes to this document as well as website throughout at any time.

6.50. No free-phone services available at SOLAR MAN.

6.51. Solar Man is not a repair/services/technician or related centre.

6.5.2. Wholesale only applies to registered companies.

6.5.3. Solar Man does not do / organize delivery / shipping.

**7.      OWNERSHIP AS WELL AS RISK**

7.1.   Goods paid for is clients / consumer / customers risk. Products going in for repair remains the client / customer / consumers risk.

7.2.  Ownership in all goods sold and delivered shall remain vested in SOLAR MAN until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the customer, or if the customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, SOLAR MAN shall be entitled to take possession of the goods without prejudice to any further rights vested in SOLAR MAN, and is hereby irrevocably authorised to enter upon the customers premises to take possession of such goods without a Court order.SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible for the accuracy of any energy usage designs; the clients or consumers will take full responsibility/accountability/liability regarding these, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility/accountibility/liability whatsoever with regards to any issues relating to designs whatsoever.

7.3.   The customer shall fully insure the goods purchased from SOLAR MAN against loss or damage until the customer/client/consumer has paid the full purchase price for such goods. Pending payment to SOLAR MAN for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to SOLAR MAN.

7.4.   The customer shall inform the landlord of the premises, and/or any other person who might be in possession where the goods are kept that such goods are the sole and absolute property of SOLAR MAN until such time as the customer has paid the full purchase price to SOLAR MAN.

7.5SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not take any responsibility / accountibility / liability whatsoever for what products are used for or how products are used whatsoever or everything related to these in whatsoever way. SOLAR MAN OR REPRESENTATIVES OR PARTNERS has the right to decide on anything relating to aftersales service/services.

7.6  SOLAR MAN OR REPRESENTATIVES OR PARTNERS / EXECUTIVES will not in any way whatsoever be responsible for the accuracy of any specifications on any products, or any accuracy whatsoever related to or in terms of solar system design calculations, and  SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible for the accuracy of specifications and SOLAR MAN OR REPRESENTATIVES OR PARTNERS reserves the right to change any information on specifications of products. The word continuesly/continually regarding inverters applies to when batteries are full.

7.7  If any products goes in for repair SOLAR MAN OR REPRESENTATIVES OR PARTNERS / AGENTS / EXECUTIVES will not in any way whatsoever be responsible for length of time it takes for any products to be repaired, or if it will be repaired successfully... Solar Man will also not in any way whatsoever be responsible for any ie: transport costs... in terms of faulty or non faulty products whatsoever. If products must go in for repair other products can be loaned against a fee; only if the compatible products are available, SOLAR MAN OR DULY REPRESENTATIVES or REPRESENTATIVES OR PARTNERS will decide on these type of aspects; SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable for any issues regarding these and beyond. If product/products ie: needs to go in for repair/repairs an appointment/appointments should be made before bringing the product/products in, SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS  will not in any way whatsoever be responsible or accountable/liability for any ie: transport costs etcetera... relating to these aspects in whatsoever way. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS in general preferably works on appointment bases regarding meetings; for ie: any technical information / any designs etcetera...

7.8  SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not write anything regarding warranty issues on paper for clients. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable/responsible/liable in any way whatsoever for any accuracy regarding anything whatsoever relating to warranties...

7.9   Solar Man can sell products and would not have to be responsible for repairs or costs of repairs. Original proof of purchase must be shown before any repairs can be made.

7.10 Solar Man warrantees are carry in conditions. Solar Man will not be held responsible for the way clients uses/handles products.

7.11 Clients / Consumers/ Customers are responsible for compatibility of products and the way products are used, warranty with regards to the latter must be applied to what the definition of warranty states, please also see the last section in this terms condition and rules policy with regards to all of these.

7.12 If products bought by client and not opened, damaged in any way whatsoever or used in any way whatsoever, within 3 days and client wants to bring it back, handling fee may be asked by  SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will decide on any issues/aspects/problems regarding anything relating to these. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS decides on aspects relating to discount, quantities...

7.13 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable for any issues/aspects etc whatsoever relating to any installations and anything whatsoever relating to any installations.

7.14 Solar geysers warranty is only when the geyser is installed correctly, SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will decide on these type of aspects with regards to other products.

7.15 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility for clients usages, ie: and this is only one of the many examples; if the client / consumer/ customer does not know the wattage..., and anything related to these.

7.16 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable in any way whatsoever relating to or on expertise writing reports on damaged products.

7.17 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility/accountability/liability for clients usages, ie: and this is only one of the many examples; ie: if the client does not know the wattage..., and anything related to these.

7.18 Application manuals are the clients responsibility, and understanding there off and aspects related to such.

7.19 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS / EXECUTIVES will not take any responsibility/liability/accountibility for the way products are used this includes any information from whatsoever nature for instance on/in specifications.

7.20 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS is not and will not be responsible / accountible / liable in any way whatsoever for any safety aspects of any systems whatsoever. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

7.21.SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR BOARD OF DIRECTORS OR PARTNERS OR EXECUTIVES will not in any way whatsoever be held responsible/accountible/liable for any accuracy whatsoever of any information whatsoever on ie: products or anything related to/as such in whatsoever way also ie: websites or products on premises or not or any information from SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS, in whatsoever way.

7.22. Any aspects relating to insurance and aspects thereto and related are solely the client / consumer / customers responsibility / risk.

7.23. In terms of solar panels wattage per hour (w/h) (wattage per hour) is not guaranteed.

7.24. Warrantees based on carry in condition. Clients are responsible for any costs regarding carry in warrantees if the fault/damage was caused by the client.

7.25. If buying inverter with battery charger ensure avr and contactor switch between generator and inverter. AT CLIENTS EXPENSE. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS / EXECUTIVES OR BOARD OF DIRECTORS will not take any responsibility / accountibility / liability regarding these aspects.

7.26. Certain products are bought as is.

7.27. User manuals and operating manuals and specifications must be read fully and understood before any products are used, this apply to the person which bought the products and the consumer of the products.

7.28. Solar Man/representatives/partners will not in any way whatsoever be responsible/accountable/liable for any acts of God.

7.29. Terms and conditions may change without any prior notice. Other restrictions may also apply.

7.30. Clients/consumers/purchaser are responsible/accountable/liable for the correct size battery charger to charge batteries at a correct rate, Solar Man/representatives/partners will not in any way whatsoever be held repsonsible or accountible/liable for anything related to these in whatsoever way possible, these apply to other products as well.

7.31. Solar Man / partners / representatives of Solar Man will not in any way whatsoever be held responsible/accountible/liable for anything regarding designs, Solar Man / partners / representatives of Solar Man cannot guarantee accuracy regarding designs, and will not in any way whatsoever be held responsible/accountible/liable for anything relating to such Solar Man / representatives / partners only sells the products.

7.32. If client/consumer/customer buys products he/she agrees that all the neccesary information was gathered to ensure products are the correct products for needs, Solar Man / representatives / partners will not in any way whatsoever be responsible/accountible/liable if this is not the case, the client / consumer / customer agrees that he/she were not under any obligation to buy any products from Solar Man.

7.33. A solar system/systems working at ideal or optimal expectance cannot be guaranteed because 1 example could be to name but a few: variables out of human control for instance sun etc. If choosing to buy from Solar Man / Partners / Duly Representatives the client / consumer / customer accepts this, otherwise quotations must not be accepted.

7.34. Solar Man does not sell AC generators and AC-DC battery chargers these should be organized by client / consumer / customer to avoid possible problems. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / BOARD OF DIRECTORS / PARTNERS / AGENTS will not take any responsibility / accountibility / liability regarding these aspects.

7.35. SOLAR MAN /PARTNERS/REPRESENTATIVES of SOLAR MAN will not be responsible for any aspects with regards to wire/cables within a system/s/ used within a system/s.

7.36. When making a purchase, the customer agrees that he/she has made the necessary enquiries to ensure the product suits his/her needs, should it not be so, SOLAR MAN / REPRESENTATIVES / PARTNERS will not take any responsibility whatsoever.

7.37. Solar Man / representatives / duly representatives will not in any way whatsoever be responsible / accountable / liable for any aspects relating to clients planning.

7.38. SOLAR MAN / PARTNERS / REPRESENTATIVES / BOARD OF DIRECTORS will not take under any circumstances whatsoever any responsibility / accountibility / liability with any aspects relating to wind and/or wind speed with regards to wind turbines or controllers.

 7.39. Any product which is opened/striped etc results in warranty that is voided.

7.40. Every product outside of SOLAR MAN shop is the sole responsibility/accountibility of the client. SOLAR MAN / PARTNERS OR REPRESENTATIVES OR BOARD OF DIRECTORS WILL NOT BE ACCOUNTIBLE FOR ANY PROBLEMS WHATSOEVER.

7.41. SOLAR MAN, REPRESENTATIVES AND OR PARTNERS will not be responsible/liable/accountible for any aspects regarding eg electrical sertificates and or related.

7.4.2. SOLAR MAN / PARTNERS / REPRESENTATIVES does not do site services.

 7.4.3. SOLAR MAN as well as advisors/staff of SOLAR MAN is not in any way whatsoever responsible / accountible / liable for any aspects relating to product software.

7.4.4. SOLAR MAN does not give any warrantees on any installations whatsoever.

7.4.5. Under no circumstances whatsoever will SOLAR MAN / partners / representatives permit using pums in polluted, sewerage or poisonist or waste water etcetera. Any products rusted will not be tolerated by SOLAR MAN. Clients / consumers / customers are responsible to test water before installing any pumps bought from SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES. Clients / consumers / customers are responsible to test boreholes before buying pumps.

7.4.6. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / BOARD OF DIRECTORS OF SOLAR MAN will under no circumstances whatsoever be responsible / liable / accountible for any aspects whatsoever regarding installation.

7.4.7. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES OF SOLAR MAN will under no circomstances whatsoever be responsible / liable / accountible for volt drops regarding inverters or related.

7.4.8. SOLAR MAN does nor provide any warranty / guarantee on any ligting kits whatsoever.

7.4.9. Usage with regards to pre-planning cannot be guaranteed.

7.4.10. Clients are responsible for energy designs (usage operations etc), information supplied/provided to SOLAR MAN as well as partners and associates related.

7.4.11. All products bought as is has no warranty.

7.4.12. Wholesalers discount only available to registered companies, and can only be considered after proof.

7.4.12. Solar Man doesnt do any servicing repairs whatsoever.

 7.4.13. No laybuys / no upfront finance / financing options available.

7.4.14. Solar Man does not offer any free samples on any of their products.

7.4.15. After 1st repair 9on clients cost) no warranty of whatsoever nature will be supplied.

7.4.16. Solar Man is not a repair/fixit/fitment/testing or related centre.

7.4.17. Solar Man reserves the right to change products (/give alternative goods) if products paid for by the customer is out of stock @ SM, replaces/unavailable.

7.4.18. SM and associates does not supply boilermaking or related, these the client must organize.

**8.      DEFAULT BY THE CUSTOMER**

8.1.   SOLAR MAN OR DULY REPRESENTATIVES OR PARTNERS OR BOARD OF DIRECTORS OF SOLAR MAN shall be entitled without prejudice to the rights available to it in law, to remove the goods and SOLAR MAN OR REPRESENTATIVES OR PARTNERS / AGENTS OF SOLAR MAN shall not be responsible/liable/accountable in any way whatsoever for any damage whatsoever occasioned in removing the goods, including any damage negligently caused.

8.2.   In the event of SOLAR MAN instructing attorneys to collect such overdue amounts, or to take any such action as a result, all legal fees and collection charges, both as between attorney and client, shall be borne by the customer / consumer / client and all payments made thereafter shall be allocated firstly to the payment of such legal charges thereafter interest and finally capital.

**8.3**   SOLAR MAN is not a service centre / repair centre, certain products can be tested, depending on decisions made by Solar Man and / partners.

8.4. The client /consumer/customer/purchaser fully acknowledges that the operational manual/s, user manual/s, instruction manual/s, application manual/s, specifications are fully read and fully understood before operating / installing any products whatsoever, and that any problems relating to these will not be SOLAR MAN / REPRESENTATIVES responsibility whatsoever.

8.9. Solar Man or reperesentatives / Associates / Duly representatives are not responsible or accountible or liable for manufacturer warranties or related.

**9.      OBLIGATIONS**

9.1.   The customer / client / consumer / purchaser shall be completely aware without any limitations whatsoever and be responsible for energy usage consumption; and the customer / client / consumer fully acknowledges they/he/she.. will not in any way whatsover exceed the system's design in whatever way whatsoever. The client acknowledges and agrees to use products in its intended ways.

9.2.   In the event that SOLAR MANS invoice is not paid in full - Notify SOLAR MAN in writing, either by electronic mail or telefax, at least fourteen (14) days prior to any change in the customers / client / consumer private or business address or any change in the address of the premises where the equipment is kept.

9.3.   The customer / client / consumer / purchaser agree and warrant to SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN that:-

9.3.1.  The customers / consumers / clients / purchaser information, is completely accurate and not in any way whatsoever false, misleading, deceptive or fraudulent in any way whatsoever, this relates to aspects of repairs also.

9.3.2. That the customer / consumer / client / purchaser has the legal capacity to purchase goods or services or information and that you have the legal right to purchase those goods and services and / information.

9.3.3. The customers / consumers / clients / purchaser purchase of any goods and/or any services / or any information whatsoever is absolutely at the customers / clients / consumers own risk.

9.3.4 SOLAR MAN does not sell any goods for reselling or related on any commision bases whatsoever.

9.3.5. No abuse of any type regarding eg social internet sharing will be tolerated and is therefore disallowed, if used abusively in any way whatsoever. Solar Man are not responsible for any training whatsoever.

**10.    SALE, CESSION AND / OR ASSIGNMENT**

10.1.      SOLAR MAN OR PARTNERS OR REPRESENTATIVES / AGENTS / EXECUTIVES / BOARD OF DIRECTORS shall have the right to sell, assign or cede to any person of his rights or obligations under this agreement and such event the customer agrees to accept such purchaser, assignee or cessionary in place of SOLAR MAN.

10.2.      The customer / client / consumer shall not have the right to cede or assign any of his rights or obligations hereunder.

**11.    CANCELLATION**

SOLAR MAN reserves to itself the right to cancel any order within a period of three (3) days reckoned from the date that SOLAR MAN receives the order for any reason whatsoever in SOLAR MANS absolute.

**12.    DOMICILIUM**

12.1.   The parties hereto choose domicilium citandi et executandi for all purposes under this agreement as those disclosed on the order.

12.2.   Any party may by written notice to the other change their aforesaid Domicilium.

**13.    ENTIRE AGREEMENT / VARIATION**

13.1. The parties acknowledge that the agreement constitutes the entire Agreement between them, and that there were no terms, conditions, stipulations, warranties or representations whatsoever which have been made by or on behalf of any of the parties or agents other than such as are included herein and all terms, conditions, stipulations, warranties or representations are hereby expressly excluded.

SOLAR MAN shall have the right to change the terms and conditions and rules and policy without any prior notice whatsoever to the customer/consumer/client. Solar Man or partners will not in any way whatsoever be held responsible / accountable for any misinterpretations / misconceptions of any terms, conditions and rules and policies or any information whatsoever in any way whatsoever. All prices are normally Vat excluding, any misconceptions / misinterpretations with regards to these are not SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS / EXECUTIVES fault, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS / EXECUTIVES cannot in any way whatsoever be held accountable or responsible or liable in whatever way whatsoever.

**14.    QUERIES**

**ie. I.E.: Means for instance or for example.**

**R.O.P: Rules Of Purchase/s.**

**Any questions whatsoever regarding warranty/warranties as well as related contact SOLAR MAN. Please note SM/Groups strict rules concerning the use of information contained within their websites to avoid civil/criminal charges.**

**BY ACCEPTING ANY QUOTES WHATSOEVER OF SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES, CLIENTS / CONSUMERS / CUSTOMERS ARE FULLY SATISFIED WITH EACH AND EVERY ASPECT WITHIN THIS DOCUMENT AND ACKNOWLEDGES THAT THIS WHOLE DOCUMENT HAS BEEN READ FULLY AND IS FULLY UNDERSTOOD BEFORE ACCEPTING ANY QUOTES FROM SOLAR MAN OR PARTNERS OR REPRESENTATIVES.**

**If there are any queries/questions/comments/suggestions or anything whatsoever that is not clear about these Terms and Conditions and Rules Policies or absolutely anything related please contact us by mailing*****solarman@mwebbiz.co.za*****/*****sales@solarm.co.za*****with the subject heading ''attention terms and conditions department'' for a response  /   do phone us directly at:****+ 27 (0) 12 809 1427****.**

**VERY Important Notice:**

**SOLAR MAN is protected by S.E.S.S.A (assisting the employer/supplier/business owner) as well as associated attorneys together with specialised legal technical and general advisors.**

(***CONSIDER THE ENVIRONMENT BEFORE DOING PRINTING).***

 ***(STAY UP TO DATE / SPEED WITH ALL THE LATEST OFFERINGS AS WELL AS RENEWABLE TRENDS).***

*Date of Revision****TO FOLLOW LATER. (UPDATED AND EDITED)***

**For More The Following Could Be Visited:**

**(Please first visit SM terms concerning copy and past under the following section by clicking on the link provided):**

[http://www.solarm.co.za//p/712445/--sm's-website-protection-notice-division-clauses---](http://www.solarm.co.za/p/712445/--sm%27s-website-protection-notice-division-clauses---)

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_1.pdf**

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_part\_2.pdf**

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_3.pdf**

***Date Revised and process updated: 2014.***

**CRITICAL SPECIAL ANNOUNCEMENT NOTICES FROM A PANEL OF SOLAR MAN S.A. EXECUTIVE COMMITEES, REPRESENTATIVES, DULY REPRESENTATIVES AS WELL AS PARTNERS/DELEGATES ON BOARD AS WELL INCL:**

**PLEASE BE ADVISED THAT CRITICAL ENERGY PRE-PLANNING AS EXPLAINED THROUGHOUT THIS WEB-SITE (AS FROM E.G. THE BOOK SOLAR ALL ABOUT) MUST BE IN PLACE BEFORE ANY QUOTATIONS ARE CREATED (LEADING TO THOUROUGH CALCULATIONS). THIS IS A CRITICAL ABSOLUTE ON BEHALF OF CLIENTS/POTENTIAL CLIENTS OF SOLAR MAN IN TERMS OF E.G./I.E. UNNECESSARY TRIPS/VISITS/PHONE-CALLS ETC TO SOLAR MAN AND ASSOCIATED SOLAR MAN GROUP OF COMPANIES.**

*Please visit t's and c's regarding wholesaling.*

**Solar Man Terms, Conditions, Rules, Regulations And General Stipilation Policies/Comercial Conditions As Updated. For any questions/suggestions/comments/queries kindly contact:*****solarman@mwebbiz.co.za.***

***AFTER QUOTATIONS (AS WELL AS PURCHASES VIA CLIENTS) HAS BEEN MADE BY SOLAR MAN, SOLAR MAN ACCEPTS THAT THE CLIENTS HAS READ THE TERMS CONDITIONS AS WELL AS RULES CONCERNING THIS DOCUMENT TO FOLLOW:***

***TERMS, CONDITIONS RULES, AND POLICIES REGULATIONS OF SALE / SALES AS WELL AS QUOTATION/S REQUESTS AND INSTALLATION AND / SERVICES BY SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES OR EXECUTIVES;***

**ALL THESE TERMS ARE RESTRICTED TO OTHER RESTRICTIONS AS WELL NOT NECCESARELY CONTAINED HEREIN EVEN WHERE NOT STIPULATED.**

 **THIS IS A HIGHLY IMPORTANT DOCUMENT UPDATED FROM TIME TO TIME.**

**PLEASE READ ALL OF THE FOLLOWING CONTENT CONTAINED WITHIN THIS VERY LONG DOCUMENT VERY CAREFULLY BEFORE ACCEPTING ANY QUOTATIONS FROM SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES OR ANY EXECUTIVES. PLEASE MAKE SURE THAT ABSOLUTELY ALL OF THE FOLLOWING AND EACH AND EVERY ASPECT HEREIN AND THROUGHOUT IS UNDERSTOOD FULLY AS WELL AS CLEARLY. IF CLIENT, CUSTOMER, CONSUMER ACCEPTS QUOTATION / QUOTATIONS OR PRO FORMA/'S THEN THE  CLIENT, CUSTOMER, CONSUMER FULLY AGREES WITHOUT ANY LIMITATIONS WHATSOEVER ON EACH AND EVERY ASPECT CONTAINED IN THIS TERMS AND CONDITIONS RULES AND POLICY REGULATIONS AND FULLY ACCEPTS AND UNDERSTANDS WITHOUT ANY LIMITATIONS WHATSOEVER AND ACKNOWLEDGES EACH AND EVERY ASPECT WITHIN THE FOLLOWING TERMS AND CONDITIONS, RULES AND POLICY REGULATIONS OF SOLAR MAN PARTNERS AND REPRESENTATIVES AND DULY REPRESENTATIVES AND EXECUTIVES VERY,VERY CLEARLY AND VERY, VERY ACCURATELY IN EVERY WAY POSSIBLE WITHOUT ANY LIMITATION WHATSOEVER AND THAT THE CLIENT / CUSTOMER / CONSUMER ACCEPTS AND AGREES TO THE FOLLOWING;**

**1.      USE OF THIS WEBSITE AND OTHER WEBSITES BELONING TO SOLAR MAN, PARTNERS, DULY REPRESENTATIVES, ANY EXECUTIVES AND SERVICES OF SOLAR MAN** **DULY REPRESENTATIVES AND PARTNERS AS WELL AS EXECUTIVES:**

 **1.**

1.1. The customer or client or consumer/customer / purchaser fully acknowledges that SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / EXECUTIVES have given no warranties of  whatsoever nature other than those specified. The client/consumer/customer also acknowledges and understands all the information, terms, conditions and rules within this document, and is satisfied with all of the information when deciding on accepting any quotation as well as terms of sale by SOLAR MAN OR PARTNERS.

1.2. Use of this web site and others belonging to SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES is at the sole risk of the customer or client or consumer.

1.3. Unless otherwise indicated, customers are welcome to copy, download or print out any of the visible text or images on this site for personal and non-commercial use only and for no other purpose whatever without SOLAR MANS or SOLAR MAN'S LEGAL REPRESENTATIVES express prior written consent.

1.4. We will not become involved in any dispute between any customer and a third party, i.e. manufactures and contracted installers, arising out of, or in connection with, the completion of any sale and installation of any goods or any services whatsoever.

1.5 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MANS LEGAL REPRESENTATIVES OR  ANY PARTNERS OR ANY REPRESENTATIVES / EXECUTIVES OF SOLAR MAN will not under any circumstances whatsoever be held responsible in any way whatsoever for the accuracy of any of their information or any of the information whatsoever on and in  all of SOLAR MAN'S websites whatsoever, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES can change any information within this document and within all their websites / SPECIFICATIONS at any time, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES  cannot be held accountable or responsible for the accuracy of any information whatsoever or in whatsoever way, information gets used fully at own risk.

1.6  Accuracy of any of SOLAR MAN'S websites and any information whatsoever cannot be guaranteed especially information concerning what is in the book Solar All About as well as what is not, these gets used fully at own risk as well.

1.7 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN makes no warranty or guarantees whatsoever as to the accuracy, sufficiency or suitability of any technical or any other information whatsoever provided through for instance manuals or any other documentation whatsoever or on product equipment. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN assumes no responsibility whatsoever for any loss or any damage whatsoever whether direct, indirect, consequential, which might arise out of any information whatsoever. The use of any information is entirely at the users risk. The book Solar All About gets used entirely at own risk, the author nor co authors/reps will not be held responsible in way/s whatsoever / any conditions whatsoever for / concerning any information/damages / losses etc which can/may occur of whatsoever nature.

1.8 The client / customer / consumer / purchaser fully acknowledges and agrees that any information whatsoever given by the client and SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES  to client is correct.

1.9 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN accepts that the client fully understands absolutely each and every aspect and beyond all of the aspects within and throughout this rules policies terms and conditions document written and typed in the language of English, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OF SOLAR MAN acknowledges that the client / customer / consumer has read this whole document and is satisfied with the whole document before accepting any of SOLAR MAN OR PARTNERS OR REPRESENTATIVES quotations.

1.10 If products are not used according to information encoded within this  document SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES OR ANY OF SOLAR MAN'S LEGAL REPRESENTATIVES OR ANY PARTNERS OR ANY REPRESENTATIVES OR AGENTS OF SOLAR MAN will not in any way whatsoever be held accountable / responsible for warranty in any way whatsoever.

1.11. It is the client / consumer / customers / purchaser/s choice wheather to follow the information throughout this website or not. SOLAR MAN / partners / representatives / duly representatives are not responsible for any accuracy or damages whatsoever regarding any of the the information (folowed/not followed by client/customer/consumer) on any of SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS websites, this specific website www.solarm.co.za included.

1.12. SOLAR MAN / PARTNERS / REPRESENTATIVES may at any time revise / update any information throughout these terms, conditions, rules, stipulation policy and their websites.

1.13. SOLAR MAN has the right to charge for quotations.

**2.      CONTROLLING PROVISIONS**

No terms and conditions other than the terms and conditions contained herein shall be binding upon SOLAR MAN unless accepted by it in a writing signed by the SOLAR MANS Branch Manager. All terms and conditions contained in any prior oral or written communication, including, without limitation, the customer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on SOLAR MAN, whether or not they would materially alter this document, and SOLAR MAN hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. The customer/client/consumer will be deemed to have assented to all terms and conditions and rules contained herein if any part of the goods and/or services described herein are delivered or an invoice (with or without numbering) / quotation (with / without numbering) is presented in connection with the said goods and / or services. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES has the right to reserve admission on any of their premises, and entry into and around any of their premises is solely at own risk. SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not in way whatsoever take any responsibility or accountablity whatsoever for any loss, damage, theft, injury, fire, death and all the aspects related to these in whatsoever way.

**3.      DESCRIPTION OF GOODS AND WARRANTY / WARRANTIES / LIMITED WARRANTY / LIMITED WARRANTEES:**

3.1.  SOLAR MANS products and installations carry a warranty of no more than given by the respective suppliers. Full detailed specifications of our products are available on request on an order or from the manufacturers or their websites if they are available.

3.2.  The customer/client/consumer acknowledges that SOLAR MAN and its duly representatives have given no warranties of whatsoever nature other than those specified on the written order.

3.3.  **SOLAR MANS SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SOLAR MAN MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SOLAR MAN HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WHATSOEVER, AND IN NO EVENT WHATSOEVER, WILL SOLAR MAN BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SOLAR MAN. THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES WHATSOEVER, AND IN NO EVENT WHATSOEVER, SHALL SOLAR MANS LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SALE. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SOLAR MAN AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."**

3.4.  The customer/client/consumer/purchaser confirms that the order is in every respect whatsoever correct and that the signatory for and on behalf of the customer personally guarantees his authority to contract on behalf of the customer.

3.5.  The customer/consumer/client gives the right to SOLAR MAN to contract installations out.  Should there be any defect in the installation; the customer shall liaison with the contracted installators.

3.6.   Any warranty will lapse if the customer or anyone on behalf of the customer / consumer / client attempted/attempts to repair any defects of the products or installations.

3.7.   This warranty is in lieu of all other warranties expressed or implied all of which are excluded from the contract relating to the sale and of all obligations or liabilities on the part of the SOLAR MAN.

3.8 All guarantees/warranties exclude damage caused by fire, theft, electrical overload, civil riots, lightning, will-full damage/damage caused by ie: installer/(s)/client/(s) ETC, negligence and/ acts of God or any other aspects whatsoever related.

3.9  It is the clients / consumer / customers / purchaser choice in buying products from SOLAR MAN OR PARTNERS OR REPRESENTATIVES, any aspects beyond this and relating to any of these in whatsoever way is the clients/consumers/customers full responsibility/liability/accountibility, all aspects relating to these in any way whatsoever and aspects of these and beyond in any way whatsoever is the total full responsibility/accountibility/liability of the client/clients/consumers/customers SOLAR MAN OR PARTNERS OR REPRESENTATIVES will not in any way whatsoever take any responsibility/liability/accountibility regarding these in whatsoever way, these type of aspects are beyond the control of SOLAR MAN OR PARTNERS OR REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS in whatsoever way possible, clients/consumers/customers must take full responsibility/accountibility/liability regarding any products/services/information bought at (or used through) SOLAR MAN OR PARTNERS REPRESENTATIVES / DULY REPRESENTATIVES.

3.10 Warranties valid only from date of payment.

3.11 The client / consumer / customer fully understands and acknowledges that SOLAR MAN cannot in any way whatsoever be held responsible for any records of warranty whatsoever and related within any period of time.

3.12 SOLAR MAN gives standard warranties, after that the responsibility is the clients, SOLAR MAN can keep records for 5 years, longer than that is the clients responsibility, SOLAR MAN OR PARTNERS OR REPRESENTATIVES will not in any way whatsoever take any responsibility regarding or relating to these, in whatsoever way.

3.13 The client / consumer / customer fully understands and acknowledges that SOLAR MAN AND PARTNERS AND REPRESENTATIVES will not in any way whatsoever be held accountable or responsible in any way whatsoever for aspects related to factory warranties. Factory warrantees valid from date of SOLAR MAN purchase.

3.14 Payment on repairs will be established based on report findings, SOLAR MAN will not be responsible for repair costs if report findings state that client was responsible for damages, SOLAR MAN will not be responsible for these even if it falls within warranty.

3.15 Solar Man will not charge any batteries of clients up if lower than 11.66 volt. Batteries drained under 11.5 volt will result in warranty void.

3.16 Solar Man can decide whether to give out details about reperations.

3.17 The client / consumer / customer / purchaser fully acknowledges that if he/she buys a product it is at free choice and so cannot just give it back, after the products are bought the client / customer / consumer fully acknowledges that it will suit their needs, any risks will be the clients.

3.18. Certain products carries manufacturer warranty.

3.19. Solar Man has the right to charge handeling fees.

3.20. Warranties only valid from date of purchase.

3.21. SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS has the right to decide on warranties.

3.22. All warranties may be subjected to restrictions.

3.23. Opening of products leads to warranty void.

3.24. If products are send in for repair and findings indicate problem was caused by client/consumer/customer warranty is voided.

3.25. Products sold at SOLAR MAN are not guaranteed to be used for solar.

3.26. Warrantees applies to factory faults only.

3.27. Solar Man / representatives / partners will not be responsible/reliable/accountable for any leakage/es of batteries.

3.28. The book Solar All About are bought as is.

3.29. Products borrowed results in warrantee voided.

3.30. The client/consumer/purchaser/customer are responsible/liable/accountible for courier chargers on delivery.

3.31. It is the clients responsibility to find out about damp valve (anti freeze valve) with regards to solar geysers, failure to do so will result in warranty voided.

3.32. SOLAR MAN PARTNERS/REPRESENTATIVES / DULY REPRESENTATIVES will not in any way whatsoever be responsible/liable/accountible for the functionality of any system or design.

3.33. SOLAR MAN PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / EXECUTIVE will not be responsible/accountible/reliable for ie: where products are installed/when or any aspects around these.

3.34. No warranty for water damaged products.

3.35. Warrantees are subjected to terms and conditions.

3.36. SOLAR MAN has the right to inquire what products they sell will be used for.

3.37. No warranty on human faults.

3.38. Solar Man is not required to be a display centre.

3.3.9. SOLAR MAN / SOLAR MAN GROUP will not stand for any legal responsibility whatsoever.

**4.      ORDERS AND QUOTATIONS**

4.1.   Before any products are ordered a deposit must be paid as requested by SOLAR MAN.

4.2.   A quotation by SOLAR MAN will only be valid for a period of 15 (fifteen) days.

4.3.   The customer/consumer/client/purchaser hereby confirms that the goods and services on the order / quotation for sale issued duly represent the goods and services ordered by the customer at the prices agreed to by the customer and where performance/delivery has already taken place that the services and goods were inspected and that the customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

4.4.   SOLAR MAN will accept only written orders. All such orders and any variations to orders will be binding, subject to these standard terms and conditions and may not be varied or cancelled without prior written consent from SOLAR MAN. SOLAR MAN will not in any way whatsoever be responsible for any errors or misunderstandings occasioned by the customers failure to make the order in writing.

4.5.   Orders shall constitute irrevocable offers to purchase the goods in question at the usual prices of SOLAR MAN as at the date when the customer places the order of the goods, subject to clause 4.2 above, and shall be capable of acceptance by SOLAR MAN by the delivery of the goods, written acceptance or confirmation of the order.

4.6.   Acceptance of the quotation/Pro Forma Invoice by the customer will constitute acceptance of this terms and conditions and rules and accepts and fully agrees that products are the correct products for their intended needs, should it not be so SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / BOARD OF DIRECTORS will not take any responsibility/accountibility/liability whatsoever regarding these as reasons given throughout this document.

4.7   Solar Man has the right to only sell the product or products, installations gets done by outside contractors, should any problems whatsoever occur the installer must be contacted for ie: after sales services or whatever the case or context might be.

4.8   SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not be held responsible for any problems during or after installation, and all related aspects of whatever the context may be, ie: transport of faulty  products before or after the time etc.

4.9  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will not in any way whatsoever be held responsible for the accuracy and/or any queries relating to sales quotations or tax Invoices.

4.10  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / REPRESENTATIVES will not be held responsible / liable / accountable for any acts of a higher being whatsoever or whatever the case or contexts might be ie: product damage, noicy products etc. Solar Man or partners will not be in any way whatsoever be responsible for any damage whatsoever through ie:  internet or other communication ie: viruses, malicious software spread through ie: email etcetera, or whatever the case or context whatsoever might be. In the case of possible product problems the product can be send in, (any costs will not be held by Solar Man or partners), and report can be written by the technician/'s, warranty are based on findings of the report, faulty products can sometimes be repaired depending on the nature of the problem. (SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES will sometimes not be responsible for costs outside of guarantee/warranty).  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES AGENTS will not be held responsible / liable / accountable for any problems relating to ethical issues whatsoever. Solar Man or partners will not be responsible for any incorrect information whatsoever given to clients or information not given, (directly/indirectly), in the many different terms or forms it could arise out of ie: selling products etcetera, or whatever the case may be. Clients are responsible for products bought, Solar Man or partners or representatives will not  in any way whatsoever be held responsible for any  products that are incompatible, or whatever the case may be, it is the clients/consumer/customer's choice in or when or if  buying products, it is not  SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS responsibility for ie: accuracy of any information or what clients / costumers / consumers etc will do with products, or absolutely anything related to these type of aspects in absolutely whatsoever way or what so ever contexts. The word context refers to the viewpoint of SOLAR MAN throughout.

4.11 SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / EXECUTIVES / BOARD OF DIRECTORS are absolutely not in any way whatsoever responsible/liable/accountable for any information ie: written or not or anything related or any information not given, whatsoever regarding ie: solar and is also not in any way or diverse ways whatsoever responsible for the accuracy of any of the information whatsoever in the many different diverse terms/ways whatsoever of ie: how to / design systems... (the word design in these contexts may / can relate to: ie: what energy / electricity  /power consumer / customer / client will / plan to use; in order to design ie: a (solar) system...; ('system' normally can relate to interrelated components...), these also normally relates to, the 'design' in terms of ie: panels, charge controllers/batteries, inverters...,), or whatever the case or context might or may whatsoever etcetera? be, (with this said ie: (and this is only 1 example), also aspects relating to how many sun per day, and many other examples etcetera), SOLAR MAN PARTNERS DULY REPRESENTATIVES AND the books Solar All About. StudyGuide nr 1. Electricity Tips. Installations Made Easy written by author A V Heerden will not in any way whatsoever be responsible or accountable in any way whatsoever for the accuracy of any of the information whatsoever and throughout all of the books, and she the author and her books shall not take any responsibility or accountibility whatsoever for any misconceptions or misunderstandings whatsoever, throughout all of the books, the author and her/the books will also not in any way whatsoever be responsible or accountible in any way whatsoever for the accuracy of  all of the information in all of these books and throughout, all the books and all / any of the the information therein gets used solely entirely and absolute at the consumer / customer / clients own risk.

4.12 Under absolutely no circumstances whatsoever may any of the books, editions and sections of Solar All About. Electricity Tips. Installations Made Easy. Study Guide 1/2... (ISBN: 302707) be copied, or reproduced for selling in any way (*WITHOUT WRITTEN PERMISSION*), it is copy protected.

4.13 SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES will not in any way whatsoever be held responsible/liable/accountable for accuracy of any information within ie: emails..., or any communication whatsoever; from SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES towards ie: client/consumer/customer or potential client/consumer/customer...; whether direct or indirect etcetera...; any information whatsoever received by client/consumer/customer or potential client/consumer/customer from SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES  is the client/consumer/customer or potential client/consumer/customer's own entire, sole responsibility and risk.

4.14 No information on Solar Man clients will be given out to other clients, SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES will decide on anything regarding these.

4.15 SOLAR MAN AND PARTNERS AND DULY REPRESENTATIVES has the right to make any quotations out to the potential/client/consumer/customer/purchaser, and ask for telephone / cell phone numbers.

4.16 Under no circumstances whatsoever will any product not paid for be kept aside for any client.

4.17. Solar Man / representatives / partners has the right to decide on how long quotations for sale/s are valid.

4.18. SOLAR MAN / ASSOCIATES /PARTNERS / DULY REPRESENTATIVES/ REPRESENTATIVES are under no surcomstances obliged to give any of the information throughout this website to existing clients or potensial as well as the public in general.

4.19. After purchase client / clients accepts SOLAR MAN terms as well as conditions.

4.20. Information on quotations/tax invoices cannot be guaranteed to be accurate.

4.21. All pricing accuracy cannot be guaranteed.

**5.      PRICE / PAYMENT**

5.1.  No Cheques will be accepted.

5.2.  A 15% (fifteen per cent) handling fee will be charged on all items borrowed.

5.3.  The price quoted is net cash unless otherwise stated and payment is due and payable immediately against delivery unless our statement states otherwise.

5.4.  The contract price stipulated on the order is based on ruling prices; should increase insurance rates, shipping charges or freight rates, custom duties, sales tax, the rate of exchange between the time of the order and the date of the delivery, or any change to the International markets, the customer accepts that the order be increased.

5.5.  SOLAR MAN has the right to change the prices of any goods from time to time without any prior notice to the customer/client/consumer.

5.6.  Installation rates are on SOLAR MAN products only.

5.7.  Only the SOLAR MAN'S bank statement shall be sufficient proof of payment.

5.8  Installations are not organized by SOLAR MAN OR PARTNERS it must be organized by the clients  / consumers/ customers, amounts depend on what the installer asks, this costs are not fixed it varies, it is the clients / consumer / customer's responsibility for any extra costs, normally after every +-400 km (depending on the installer), extra will be charged depending on the installer rates, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/liable for any goods transported to or from any destination, if anything happens SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not take any responsibility/liability for anything regarding these whatsoever. Any prices are subjected to change at any time without prior notice whatsoever including the above mentioned.

5.9   SOLAR MAN OR REPRESENTATIVES OR PARTNERS under no circumstances whatsoever will not do any callouts; SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR EXECUTIVES can give referrals only SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/liable/accountible for any costs on any callouts whatsoever, does not matter what the reason may be.

5.10 Vat must be paid in full by all clients and all clients outside the border of South Africa.

5.11 It is the clients responsibility to decide whether to use an installer or not, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible/accountible/liable for any issues regarding this. SOLAR MAN OR REPRESENTATIVES OR PARTNERS are not responsible / liable / accountible for any issues regarding any installations also who does the installations.

5.11 After client has paid any products whether in full or not and leaves it at SOLAR MAN OR REPRESENTATIVES OR ANY OF ITS PARTNERS THEN SOLAR MAN OR REPRESENTATIVES OR ANY OF ITS PARTNERS will not accept any responsibility/liability/accountibility whatsoever relating to products no matter what the case might be whatsoever.

5.12 SOLAR MAN OR REPRESENTATIVES OR PARTNERS / BOARD OF DIRECTORS cannot be held accountable for the accuracy of all and any information within this document, also not for information on any quotations / pro formas / tax invoices..

5.13 Terms Conditions and Rules Policies apply to all products or services as seen throughout this document.

5.14 Solar Man / representatives / partners has the right to withhold guarantees on products not paid for, or not paid for in full.

5.15 SOLAR MAN has the right to have prices stating without Vat or Vat Excl.

5.16 After any deposits have been paid SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way be responsible/liable/accountable ie: for length of time it takes for ie: delivery or delivery wherever or whenever etc.

5.17 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any why whatsoever be held accountable/responsible or liable for any problems or issues whatsoever related to delivery in whatsoever ways possible.

5.18 Solar Man/partners/representatives has the right to sell the product / equipment / goods, nothing else beyond this.

5.20 If products are paid for they are the clients / consumer / customers responsibility/accountibility/liability, SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR will not in any way whatsoever be held responsible/accountable/liable for any issues regarding these in whatever way possible. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / AGENTS will not in any way whatsoever be held responsible / liable / accountible for how/for what products gets used.

5.21 Any products not fully paid for belongs to Solar Man, with this said Solar Man can then do anything with their products.

5.22 Solar Man has the right to charge the full amount before any products are ordered or bought. Products not in stock must be ordered.

5.23 If ie: client / customer / consumer requests Solar Man/representatives/partners to ie: wire a panel etc, or aspects related SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR DULY REPRESENTATIVES OF SOLAR MAN will not in any way whatsoever be responsible for any damages or problems whatsoever, related to these in whatsoever ways possible.

5.24 If goods/products/equipment not in stock are paid for, time for ordering or delivery is out of SOLAR MAN'S / PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES control.

5.25. No client/consumer/customer may edit into any PDF / exel sheet of SOLAR MAN except into the solar calculator exel spread sheet.

5.26. SOLAR MAN has the right to decide on free quotations / sales quotations for purchase as well as related.

5.27. All products on promotion, or discount does not carry any warranty.

5.28. I f clients opens products warranty is voided.

**6.** **DELIVERY AND LOGISTICAL ASPECTS AS WELL AS GENERAL**

6.1.  Delivery and collection will only be affected once full payment reflects, and cleared, in SOLAR MANS bank account.

6.2.  Delivery cannot be guaranteed for any specific date or within specific period and delivery, on any specific date or within any specific period is not a condition or essential term of orders.

6.3.  Should SOLAR MAN tender to deliver and the requested delay such delivery, for any reason whatsoever, the additional cost to the SOLAR MAN incurred thereby shall be for the customers / client / consumer / purchaser account.

6.4.  Delivery to the customer by rail, airfreight or such other like method shall be deemed to the customer / client / consumer / purchaser.

6.5.  The customers failure to inform the SOLAR MAN in writing by electronic mail or telefax within five (5) days of delivery date, as to any defect, shall be deemed to constitute the customers acknowledgement that the goods have been delivered in accordance with the reconditions of the order and to the satisfaction of the customer.

6.6  Delivery is only available on certain special requests, fully paid by customer / client / consumer.

6.7  If faulty products are send in for repair, SOLAR MAN OR REPRESENTATIVES OR PARTNERS / BOARD OF DIRECTORS OF SOLAR MAN will not in any way whatsoever be responsible/accountible/liable for the products, or payments of repairs, or when or if products will come back or if it is repaired correctly or not, this includes transport to get products to the repair centre and back.

6.8  SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be responsible or accountable for anything (problems / issues) relating to any installations whatsoever, done by outside contractors or not, or whatever the case may be in whatever way.

6.9  Solar Man has right of admission on and around all off their premises, SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever take any liability for any loss, theft, death, damage, injury or acts of a higher being, in or around their premises, entry is solely at own risk. SOLAR MAN OR REPRESENTATIVES / AGENTS OR PARTNERS OF SOLAR MAN has the right to ask anybody to leave their premises at any moment in time. Products cannot be ordered if not having a supplier.

6.10 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any  way whatsoever be responsible/liable/accountible for any issues regarding couriers or deliveries in any way whatsoever.

6.11 Under no circumstances whatsoever may there be smoked inside any of Solar Man's premises, or any ethical aspects related to these in whatsoever way possible.

6.12  If clients / consumers / customers give email addresses to Solar Man, then Solar Man can send the recipient promotional offers. All pictures are for display purposes.

6.12  No noise whatsoever allowed on Solar Man premises, rules regarding ethical concerns applies, in and around SOLAR MAN premises. People selling services/goods can only enter into SOLAR MAN premises by appointment. For general security reasons (ie: overcrowding) ETC clients are not allowed longer than 29 min in the SOLAR MAN shop, shop is timer, surveilence and security protected in and around the SOLAR MAN premises.Taking photos of products sold at SOLAR MAN is prohibited without asking special permission from SOLAR MAN / partners / representatives / duly representatives.

6.13 Free delivery will only be on certain products only ie: some products not in stock (ie: from warehouses etcetera...). SOLAR MAN OR REPRESENTATIVES OR PARTNERS OR EXECUTIVES OF SOLAR has the right to decide on free delivery or not.

6.14 Any aspects related to delivery is the sole responsibility of the client / customer / consumer,SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be held accountable or responsible for any aspectswhatsoever related to these in whatsoever way possible, also after payment is done.

6.15  SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN will not in any way whatsoever be responsible or accountable or accountible or liable in any way whatsoever for clients, customers, consumers not having access to these terms conditions and rules, regardless of any limitations whatsoever.

6.16 SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN has the right to change installer rates at any time without any prior notice whatsoever, SOLAR MAN has the right to use different installers for different installations. Any issues that could relate or arise out of such will not in any way whatsoever be SOLAR MAN OR SOLAR MAN REPRESENTATIVES OR SOLAR MAN PARTNERS responsibility/accountability/liability whatsoever.

6.17 SOLAR MAN OR REPRESENTATIVES / EXECUTIVES OR PARTNERS OF SOLAR MAN has the right to change any information whatsoever without any prior notice whatsoever at any time whatsoever on any of their websites whenever. Pictures and information accuracy not guaranteed to be correct it is used solely at own risk.

6.18 Purchasing of the books Solar All About and editions is the risk of the client, purchasing or any aspects relating to it like for instance delivery or any aspects whatever it might be is the risk and responsibility/accountibility/liability of the client SOLAR MAN OR REPRESENTATIVES OR AUTHOR OR PARTNERS WILL NOT IN ANY WAY WHATSOEVER BE ACCOUNTABLE OR HELD RESPONSIBLE OR LIABLE IN ANY WAY WHATSOEVER FOR ANY DAMAGES WHATSOEVER OR WHATEVER THE CASE MIGHT BE. Information within this website is not guaranteed to be included within the Solar All About ranges of books.

6.19 Products can only be ordered after full payment after reflection in Solar Man bank account.

6.20. Solar Man is not a workshop centre.

6.21. Solar Man/partners/representatives will not in any way whatsoever be responsible/accountible/liable for any issues regarding transport / deliveries.

6.22. Solar Man/partners/representatives will not be liable / accountible / responsible for any costs regarding any installations whatsoever.

6.23. SOLAR MAN will not charge any batteries up that fell under 11.66 volt. No batteries under 11.66 volt DC will be permitted / allowed into any premises of SOLAR MAN / PARTNERS / REPRESENTATIVES no matter what the circumstances. SOLAR MAN / PARTNERS / DULY REPRESENTATIVES / REPRESENTATIVES will not under any circumstances whatsoever take any responsiblity / liability / accountabilities regarding any of these in whatsoever way/ways possible.

6.24. With regards to inverters with changeover and / battery charger if installation is done ensure generator/escom is off when installing into the input side with regards to these type of inverters, ensure also output to ie: plugs are connected first, with nothing pluged in.

6.25. SOLAR MAN / REPRESENTATIVES / PARTNERS / DYLY REPRESENTATIVES / AGENTS will not take any responsibility regarding issues relating to installations / installler / installers, this is the sole responsibility of the client/consumer/customer/purchaser.

6.26. If refrigerators or freezers or combination fridge freezers are bought from SOLAR MAN pure sinewave inverters only can be used on these appliances not filter modivied sinewave / combined modivied / modivied inverters / converters ECT. Same applies to any lights bought from SOLAR MAN.

6.27. SOLAR MAN / PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES / EXECUTIVES will not take any responsibility/accountibility/liability for clients / consumers / customers appliances running form ie: inverters bought from SOLAR MAN / PARTNERS/REPRESENTATIVES.

6.28. SOLAR MAN / PARTNERS / DULY REPRESENTATIVES / REPRESENTATIVES / EXECUTIVES OF SOLAR MAN will not take any responsibility/accountibility/liability whatsoever for accuracy of designs wheather relating to ie: solar panels/controllers/chargers (ie: different battery chargers ie: sizes ETC) /batteries/inverters/altenators/pumps DC/AC / geysers (solar) ETC or not.

6.28. SOLAR MAN has the right to write only terms and conditions (t's and c's) apply on quotations or websites ECT (no more detail), it is the clients/consumers/customers accountibility/liability/responsibility to go and read it up, even if installer does installation client/consumer/customer must be aware of ie: where cables must be installed into correct places / to manage system/how it must be managed (as emphisised throughout) ECT these type of aspects are out of the control of SOLAR MAN/REPRESENTATIVES/DULY REPRESENTATIVES. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.29. If client / consumer / customer / purchaser decides (for whatever reason ie (and this is only an example): saving money/whatever the reason might be...) to do installation or get installer to do installation risk is on the client/consumer/customer should something go wrong ETC. These are not inder control of SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.30. The consumer / purchaser /  fully agrees to read user/operating/installation manual/s (and specifications (to see ie:how products work/,should be used...) of products/installation/s, (or if client organize installer ensure installer also reads the manuals/specifications) and if not incl will inform SOLAR MAN immediately so the problem could be resolved. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.31. With charge controllers (DC-DC) (or whatever the case may be) please remember to first connect the batteries (full batteries), then solar panels (which is out of the sun), into the correct places toward (DC-DC or whatever the case may be) charge controller, connecting cable/wire into the correct places (at all time even when ie: managing a solar system etc) are critical to be aware of even if you are not the installer but the consumer of the products, which is technical in nature. If using the load feature know system voltage and max amp; (normally to identify wattage) and connect wires into correct places.SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

6.32. With ownership comes risk, consumers should use products in accordance to standards, (to avoid problems/possible problems), set out from the manufacturers not the other way around.SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility/ accountibility / liability regarding these aspects.

6.33. Ensure products are in well-ventilated area, batteries on planks/rack/s away from water ECT, (except if its ie. water resistant). Panels can be dusted every -+second week.

6.34. Ensure that wires/cables within system/systems does not over heat, please monitor these and manage these, with panels ie: if hot get thicker wires by referring to specific wire/cabling calculations, with batteries decrease usage/load immediately, contact SOLAR MAN immediately.

6.35. If AC source is connected into ac-dc battery charger AC source must be off, follow operation/consumer manual/s regarding how/where/when to install these.

6.36. Consumers/clients/customers/purchaser are responsible for aspects relating to battery chargers ie: sizes etcetera / generators sizes and all aspects thereto etcetera.

6.37. E-mail, transmission information (websites included) from SOLAR MAN/PARTNERS/REPRESENTATIVES/DULY REPRESENTATIVES cannot be guaranteed to be secure or error-free as information could be intercepted,corrupted,lost,destroyed,incomplete etc or contain viruses. SOLAR MAN accepts no liability/accountability/responsibility for the contents and integrity of e-mails or their websites or for any damage caused by an e-mail/s, transmission and / websites.

6.38. Solar Man /representatives will not be responsible for anything relating to products which could be regarded as hazardous.

6.39. Entry into and around any of SOLAR MAN'S premises is solely at own risk.

6.40 No spesifications or operation manuals will be printed at SOLAR MAN. The SOLARMAN website contains information on these, if not SOLAR MAN can be contacted in this regard.

6.41. SOLAR MAN has the right to withhold warranty on any products which is on special / promotion.

6.42. SOLAR MAN does not do energy assessments and / aspects related. Energy assesments can be done only on certain special requests, accuracy theroff can not be guaranteed no matter what the circumstances are/could be.

6.43. SOLAR MAN are not energy saving advisors.

6.44. Additional packaging charges on products are normally excluded.

6.45. Rudeness will not be tolerated by Solar Man.

6.46. Under no circumstances will any type/s of industrial espionage be tolerated whatsoever.

6.47. SOLAR MAN / REPRESENTATIVES / DULY REPRESENTATIVES OR RELATED will not under any circumstances whatsoever be responsible / liable / accountible for any accuracy regarding advise given / supplied whatsoever.

6.48. Specs not available on this website can only be requested via e-mail after pre-planning is in place.

6.49. SOLAR MAN has the right to alterate any specifications at any time. As well as make changes to this document as well as website throughout at any time.

6.50. No free-phone services available at SOLAR MAN.

6.51. Solar Man is not a repair/services/technician or related centre.

6.5.2. Wholesale only applies to registered companies.

6.5.3. Solar Man does not do / organize delivery / shipping.

**7.      OWNERSHIP AS WELL AS RISK**

7.1.   Goods paid for is clients / consumer / customers risk. Products going in for repair remains the client / customer / consumers risk.

7.2.  Ownership in all goods sold and delivered shall remain vested in SOLAR MAN until the full purchase price has been paid, and in the event of a breach of these terms and conditions by the customer, or if the customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgement granted against it within 7 (seven) days of the date of judgement or changes the structure of its ownership, SOLAR MAN shall be entitled to take possession of the goods without prejudice to any further rights vested in SOLAR MAN, and is hereby irrevocably authorised to enter upon the customers premises to take possession of such goods without a Court order.SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible for the accuracy of any energy usage designs; the clients or consumers will take full responsibility/accountability/liability regarding these, SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility/accountibility/liability whatsoever with regards to any issues relating to designs whatsoever.

7.3.   The customer shall fully insure the goods purchased from SOLAR MAN against loss or damage until the customer/client/consumer has paid the full purchase price for such goods. Pending payment to SOLAR MAN for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods, shall be ceded to SOLAR MAN.

7.4.   The customer shall inform the landlord of the premises, and/or any other person who might be in possession where the goods are kept that such goods are the sole and absolute property of SOLAR MAN until such time as the customer has paid the full purchase price to SOLAR MAN.

7.5SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not take any responsibility / accountibility / liability whatsoever for what products are used for or how products are used whatsoever or everything related to these in whatsoever way. SOLAR MAN OR REPRESENTATIVES OR PARTNERS has the right to decide on anything relating to aftersales service/services.

7.6  SOLAR MAN OR REPRESENTATIVES OR PARTNERS / EXECUTIVES will not in any way whatsoever be responsible for the accuracy of any specifications on any products, or any accuracy whatsoever related to or in terms of solar system design calculations, and  SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible for the accuracy of specifications and SOLAR MAN OR REPRESENTATIVES OR PARTNERS reserves the right to change any information on specifications of products. The word continuesly/continually regarding inverters applies to when batteries are full.

7.7  If any products goes in for repair SOLAR MAN OR REPRESENTATIVES OR PARTNERS / AGENTS / EXECUTIVES will not in any way whatsoever be responsible for length of time it takes for any products to be repaired, or if it will be repaired successfully... Solar Man will also not in any way whatsoever be responsible for any ie: transport costs... in terms of faulty or non faulty products whatsoever. If products must go in for repair other products can be loaned against a fee; only if the compatible products are available, SOLAR MAN OR DULY REPRESENTATIVES or REPRESENTATIVES OR PARTNERS will decide on these type of aspects; SOLAR MAN OR REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable for any issues regarding these and beyond. If product/products ie: needs to go in for repair/repairs an appointment/appointments should be made before bringing the product/products in, SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS  will not in any way whatsoever be responsible or accountable/liability for any ie: transport costs etcetera... relating to these aspects in whatsoever way. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS in general preferably works on appointment bases regarding meetings; for ie: any technical information / any designs etcetera...

7.8  SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not write anything regarding warranty issues on paper for clients. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable/responsible/liable in any way whatsoever for any accuracy regarding anything whatsoever relating to warranties...

7.9   Solar Man can sell products and would not have to be responsible for repairs or costs of repairs. Original proof of purchase must be shown before any repairs can be made.

7.10 Solar Man warrantees are carry in conditions. Solar Man will not be held responsible for the way clients uses/handles products.

7.11 Clients / Consumers/ Customers are responsible for compatibility of products and the way products are used, warranty with regards to the latter must be applied to what the definition of warranty states, please also see the last section in this terms condition and rules policy with regards to all of these.

7.12 If products bought by client and not opened, damaged in any way whatsoever or used in any way whatsoever, within 3 days and client wants to bring it back, handling fee may be asked by  SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will decide on any issues/aspects/problems regarding anything relating to these. SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS decides on aspects relating to discount, quantities...

7.13 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable for any issues/aspects etc whatsoever relating to any installations and anything whatsoever relating to any installations.

7.14 Solar geysers warranty is only when the geyser is installed correctly, SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will decide on these type of aspects with regards to other products.

7.15 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility for clients usages, ie: and this is only one of the many examples; if the client / consumer/ customer does not know the wattage..., and anything related to these.

7.16 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever be responsible or accountable in any way whatsoever relating to or on expertise writing reports on damaged products.

7.17 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS will not in any way whatsoever take any responsibility/accountability/liability for clients usages, ie: and this is only one of the many examples; ie: if the client does not know the wattage..., and anything related to these.

7.18 Application manuals are the clients responsibility, and understanding there off and aspects related to such.

7.19 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS / EXECUTIVES will not take any responsibility/liability/accountibility for the way products are used this includes any information from whatsoever nature for instance on/in specifications.

7.20 SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS is not and will not be responsible / accountible / liable in any way whatsoever for any safety aspects of any systems whatsoever. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS will not take any responsibility / accountibility / liability regarding these aspects.

7.21.SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR BOARD OF DIRECTORS OR PARTNERS OR EXECUTIVES will not in any way whatsoever be held responsible/accountible/liable for any accuracy whatsoever of any information whatsoever on ie: products or anything related to/as such in whatsoever way also ie: websites or products on premises or not or any information from SOLAR MAN OR DULY REPRESENTATIVES / REPRESENTATIVES OR PARTNERS, in whatsoever way.

7.22. Any aspects relating to insurance and aspects thereto and related are solely the client / consumer / customers responsibility / risk.

7.23. In terms of solar panels wattage per hour (w/h) (wattage per hour) is not guaranteed.

7.24. Warrantees based on carry in condition. Clients are responsible for any costs regarding carry in warrantees if the fault/damage was caused by the client.

7.25. If buying inverter with battery charger ensure avr and contactor switch between generator and inverter. AT CLIENTS EXPENSE. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / PARTNERS / EXECUTIVES OR BOARD OF DIRECTORS will not take any responsibility / accountibility / liability regarding these aspects.

7.26. Certain products are bought as is.

7.27. User manuals and operating manuals and specifications must be read fully and understood before any products are used, this apply to the person which bought the products and the consumer of the products.

7.28. Solar Man/representatives/partners will not in any way whatsoever be responsible/accountable/liable for any acts of God.

7.29. Terms and conditions may change without any prior notice. Other restrictions may also apply.

7.30. Clients/consumers/purchaser are responsible/accountable/liable for the correct size battery charger to charge batteries at a correct rate, Solar Man/representatives/partners will not in any way whatsoever be held repsonsible or accountible/liable for anything related to these in whatsoever way possible, these apply to other products as well.

7.31. Solar Man / partners / representatives of Solar Man will not in any way whatsoever be held responsible/accountible/liable for anything regarding designs, Solar Man / partners / representatives of Solar Man cannot guarantee accuracy regarding designs, and will not in any way whatsoever be held responsible/accountible/liable for anything relating to such Solar Man / representatives / partners only sells the products.

7.32. If client/consumer/customer buys products he/she agrees that all the neccesary information was gathered to ensure products are the correct products for needs, Solar Man / representatives / partners will not in any way whatsoever be responsible/accountible/liable if this is not the case, the client / consumer / customer agrees that he/she were not under any obligation to buy any products from Solar Man.

7.33. A solar system/systems working at ideal or optimal expectance cannot be guaranteed because 1 example could be to name but a few: variables out of human control for instance sun etc. If choosing to buy from Solar Man / Partners / Duly Representatives the client / consumer / customer accepts this, otherwise quotations must not be accepted.

7.34. Solar Man does not sell AC generators and AC-DC battery chargers these should be organized by client / consumer / customer to avoid possible problems. SOLAR MAN REPRESENTATIVES / DULY REPRESENTATIVES / BOARD OF DIRECTORS / PARTNERS / AGENTS will not take any responsibility / accountibility / liability regarding these aspects.

7.35. SOLAR MAN /PARTNERS/REPRESENTATIVES of SOLAR MAN will not be responsible for any aspects with regards to wire/cables within a system/s/ used within a system/s.

7.36. When making a purchase, the customer agrees that he/she has made the necessary enquiries to ensure the product suits his/her needs, should it not be so, SOLAR MAN / REPRESENTATIVES / PARTNERS will not take any responsibility whatsoever.

7.37. Solar Man / representatives / duly representatives will not in any way whatsoever be responsible / accountable / liable for any aspects relating to clients planning.

7.38. SOLAR MAN / PARTNERS / REPRESENTATIVES / BOARD OF DIRECTORS will not take under any circumstances whatsoever any responsibility / accountibility / liability with any aspects relating to wind and/or wind speed with regards to wind turbines or controllers.

 7.39. Any product which is opened/striped etc results in warranty that is voided.

7.40. Every product outside of SOLAR MAN shop is the sole responsibility/accountibility of the client. SOLAR MAN / PARTNERS OR REPRESENTATIVES OR BOARD OF DIRECTORS WILL NOT BE ACCOUNTIBLE FOR ANY PROBLEMS WHATSOEVER.

7.41. SOLAR MAN, REPRESENTATIVES AND OR PARTNERS will not be responsible/liable/accountible for any aspects regarding eg electrical sertificates and or related.

7.4.2. SOLAR MAN / PARTNERS / REPRESENTATIVES does not do site services.

 7.4.3. SOLAR MAN as well as advisors/staff of SOLAR MAN is not in any way whatsoever responsible / accountible / liable for any aspects relating to product software.

7.4.4. SOLAR MAN does not give any warrantees on any installations whatsoever.

7.4.5. Under no circumstances whatsoever will SOLAR MAN / partners / representatives permit using pums in polluted, sewerage or poisonist or waste water etcetera. Any products rusted will not be tolerated by SOLAR MAN. Clients / consumers / customers are responsible to test water before installing any pumps bought from SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES. Clients / consumers / customers are responsible to test boreholes before buying pumps.

7.4.6. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES / BOARD OF DIRECTORS OF SOLAR MAN will under no circumstances whatsoever be responsible / liable / accountible for any aspects whatsoever regarding installation.

7.4.7. SOLAR MAN / PARTNERS / REPRESENTATIVES / DULY REPRESENTATIVES OF SOLAR MAN will under no circomstances whatsoever be responsible / liable / accountible for volt drops regarding inverters or related.

7.4.8. SOLAR MAN does nor provide any warranty / guarantee on any ligting kits whatsoever.

7.4.9. Usage with regards to pre-planning cannot be guaranteed.

7.4.10. Clients are responsible for energy designs (usage operations etc), information supplied/provided to SOLAR MAN as well as partners and associates related.

7.4.11. All products bought as is has no warranty.

7.4.12. Wholesalers discount only available to registered companies, and can only be considered after proof.

7.4.12. Solar Man doesnt do any servicing repairs whatsoever.

 7.4.13. No laybuys / no upfront finance / financing options available.

7.4.14. Solar Man does not offer any free samples on any of their products.

7.4.15. After 1st repair 9on clients cost) no warranty of whatsoever nature will be supplied.

7.4.16. Solar Man is not a repair/fixit/fitment/testing or related centre.

7.4.17. Solar Man reserves the right to change products (/give alternative goods) if products paid for by the customer is out of stock @ SM, replaces/unavailable.

7.4.18. SM and associates does not supply boilermaking or related, these the client must organize.

**8.      DEFAULT BY THE CUSTOMER**

8.1.   SOLAR MAN OR DULY REPRESENTATIVES OR PARTNERS OR BOARD OF DIRECTORS OF SOLAR MAN shall be entitled without prejudice to the rights available to it in law, to remove the goods and SOLAR MAN OR REPRESENTATIVES OR PARTNERS / AGENTS OF SOLAR MAN shall not be responsible/liable/accountable in any way whatsoever for any damage whatsoever occasioned in removing the goods, including any damage negligently caused.

8.2.   In the event of SOLAR MAN instructing attorneys to collect such overdue amounts, or to take any such action as a result, all legal fees and collection charges, both as between attorney and client, shall be borne by the customer / consumer / client and all payments made thereafter shall be allocated firstly to the payment of such legal charges thereafter interest and finally capital.

**8.3**   SOLAR MAN is not a service centre / repair centre, certain products can be tested, depending on decisions made by Solar Man and / partners.

8.4. The client /consumer/customer/purchaser fully acknowledges that the operational manual/s, user manual/s, instruction manual/s, application manual/s, specifications are fully read and fully understood before operating / installing any products whatsoever, and that any problems relating to these will not be SOLAR MAN / REPRESENTATIVES responsibility whatsoever.

8.9. Solar Man or reperesentatives / Associates / Duly representatives are not responsible or accountible or liable for manufacturer warranties or related.

**9.      OBLIGATIONS**

9.1.   The customer / client / consumer / purchaser shall be completely aware without any limitations whatsoever and be responsible for energy usage consumption; and the customer / client / consumer fully acknowledges they/he/she.. will not in any way whatsover exceed the system's design in whatever way whatsoever. The client acknowledges and agrees to use products in its intended ways.

9.2.   In the event that SOLAR MANS invoice is not paid in full - Notify SOLAR MAN in writing, either by electronic mail or telefax, at least fourteen (14) days prior to any change in the customers / client / consumer private or business address or any change in the address of the premises where the equipment is kept.

9.3.   The customer / client / consumer / purchaser agree and warrant to SOLAR MAN OR REPRESENTATIVES OR PARTNERS OF SOLAR MAN that:-

9.3.1.  The customers / consumers / clients / purchaser information, is completely accurate and not in any way whatsoever false, misleading, deceptive or fraudulent in any way whatsoever, this relates to aspects of repairs also.

9.3.2. That the customer / consumer / client / purchaser has the legal capacity to purchase goods or services or information and that you have the legal right to purchase those goods and services and / information.

9.3.3. The customers / consumers / clients / purchaser purchase of any goods and/or any services / or any information whatsoever is absolutely at the customers / clients / consumers own risk.

9.3.4 SOLAR MAN does not sell any goods for reselling or related on any commision bases whatsoever.

9.3.5. No abuse of any type regarding eg social internet sharing will be tolerated and is therefore disallowed, if used abusively in any way whatsoever. Solar Man are not responsible for any training whatsoever.

**10.    SALE, CESSION AND / OR ASSIGNMENT**

10.1.      SOLAR MAN OR PARTNERS OR REPRESENTATIVES / AGENTS / EXECUTIVES / BOARD OF DIRECTORS shall have the right to sell, assign or cede to any person of his rights or obligations under this agreement and such event the customer agrees to accept such purchaser, assignee or cessionary in place of SOLAR MAN.

10.2.      The customer / client / consumer shall not have the right to cede or assign any of his rights or obligations hereunder.

**11.    CANCELLATION**

SOLAR MAN reserves to itself the right to cancel any order within a period of three (3) days reckoned from the date that SOLAR MAN receives the order for any reason whatsoever in SOLAR MANS absolute.

**12.    DOMICILIUM**

12.1.   The parties hereto choose domicilium citandi et executandi for all purposes under this agreement as those disclosed on the order.

12.2.   Any party may by written notice to the other change their aforesaid Domicilium.

**13.    ENTIRE AGREEMENT / VARIATION**

13.1. The parties acknowledge that the agreement constitutes the entire Agreement between them, and that there were no terms, conditions, stipulations, warranties or representations whatsoever which have been made by or on behalf of any of the parties or agents other than such as are included herein and all terms, conditions, stipulations, warranties or representations are hereby expressly excluded.

SOLAR MAN shall have the right to change the terms and conditions and rules and policy without any prior notice whatsoever to the customer/consumer/client. Solar Man or partners will not in any way whatsoever be held responsible / accountable for any misinterpretations / misconceptions of any terms, conditions and rules and policies or any information whatsoever in any way whatsoever. All prices are normally Vat excluding, any misconceptions / misinterpretations with regards to these are not SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS / EXECUTIVES fault, SOLAR MAN OR PARTNERS OR DULY REPRESENTATIVES / AGENTS / EXECUTIVES cannot in any way whatsoever be held accountable or responsible or liable in whatever way whatsoever.

**14.    QUERIES**

**ie. I.E.: Means for instance or for example.**

**R.O.P: Rules Of Purchase/s.**

**Any questions whatsoever regarding warranty/warranties as well as related contact SOLAR MAN.**

**BY ACCEPTING ANY QUOTES WHATSOEVER OF SOLAR MAN OR PARTNERS OR REPRESENTATIVES OR DULY REPRESENTATIVES, CLIENTS / CONSUMERS / CUSTOMERS ARE FULLY SATISFIED WITH EACH AND EVERY ASPECT WITHIN THIS DOCUMENT AND ACKNOWLEDGES THAT THIS WHOLE DOCUMENT HAS BEEN READ FULLY AND IS FULLY UNDERSTOOD BEFORE ACCEPTING ANY QUOTES FROM SOLAR MAN OR PARTNERS OR REPRESENTATIVES.**

**If there are any queries/questions/comments/suggestions or anything whatsoever that is not clear about these Terms and Conditions and Rules Policies or absolutely anything related please contact us by mailing*****solarman@mwebbiz.co.za*****/*****sales@solarm.co.za*****with the subject heading ''attention terms and conditions department'' for a response  /   do phone us directly at:****+ 27 (0) 12 809 1427****.**

**VERY Important Notice:**

**SOLAR MAN is protected by S.E.S.S.A (assisting the employer/supplier/business owner) as well as associated attorneys together with specialised legal technical and general advisors.**

(***CONSIDER THE ENVIRONMENT BEFORE DOING PRINTING).***

 ***(STAY UP TO DATE / SPEED WITH ALL THE LATEST OFFERINGS AS WELL AS RENEWABLE TRENDS).***

*Date of Revision****TO FOLLOW LATER. (UPDATED AND EDITED)***

**For More The Following Could Be Visited:**

**(Please first visit SM terms concerning copy and past under the following section by clicking on the link provided):**

[http://www.solarm.co.za//p/712445/--sm's-website-protection-notice-division-clauses---](http://www.solarm.co.za/p/712445/--sm%27s-website-protection-notice-division-clauses---)

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_1.pdf**

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_part\_2.pdf**

**http://www.reatha.co.za/downloads/consumer\_protection\_act\_3.pdf**

***Date Revised and process updated: 2014.***

**CRITICAL SPECIAL ANNOUNCEMENT NOTICES FROM A PANEL OF SOLAR MAN S.A. EXECUTIVE COMMITEES, REPRESENTATIVES, DULY REPRESENTATIVES, REGISTRAT & MEMBERS OF THE REGISTRAR AS WELL AS PARTNERS/DELEGATES ON BOARD AS WELL INCL:**

**PLEASE BE ADVISED THAT CRITICAL ENERGY PRE-PLANNING AS EXPLAINED THROUGHOUT THIS WEB-SITE (AS FROM E.G. THE BOOK SOLAR ALL ABOUT) MUST BE IN PLACE BEFORE ANY QUOTATIONS ARE CREATED (LEADING TO THOUROUGH CALCULATIONS). THIS IS A CRITICAL ABSOLUTE ON BEHALF OF CLIENTS/POTENTIAL CLIENTS OF SOLAR MAN IN TERMS OF E.G./I.E. UNNECESSARY TRIPS/VISITS/PHONE-CALLS/EMAILS/PERSONAL COMMUNICATION ETC TO SOLAR MAN AND ASSOCIATED SOLAR MAN GROUP OF COMPANIES.**

*Please visit t's and c'sabove regarding wholesaling.*

**General-brief revision/all purpose intro-summary:**

**Please note Solar Man does not accept any cheques, stocks can only be released after full amounts reflects & cleared in full in their bank account, & propf of payment has been showed. Quotations free only for a limited period. All prices are vat excl to all clients locally/internationally, no discounts available, applied to everybody. Please make necessary provisions for these e.g. regarding courier or pickup services available only during certain times, together with terms... Aswell etc as well, installation/s, paying the installer separately into his bank account not SM's etc as well, (contact numbers can be supplied!), which must be organized by client, him/herself. Credit/debit cards welcomed, cash as well. No discounts available because prices are relatively good in comparison to competition especially, wholesaling etc incl.**

**Please be advised any renewable energy (e.g. Products to generate power/storage etc) are not made for conveniency purpose in general, this is why sticking to e.g. Energy usage preplanning & using eco friendly products sensibly... is imperative. Remember aswell energy cannot be guaranteed because no body can guarantee sun/wind, & backup/backup generation should be carefully administered, keeping various variables into account; which also is difficult to control in practice. Please before buying from SM/SM Group of Companies, read the t's and c's first then decide whether to purchase / not.**

**TC & C'S APPLY, OTHER RESTRICTIONS AS WELL.**

**EXTRA:**

**Click**[**HERE**](http://www.kwikweb.co.za/solarmanpanel/photos/SMGroups.docx)**to view Solar Man/Group/s Website Protection Notice Division Clause/s.**