

TERMS AND CONDITIONS

1. All prices quoted are net cash prices.
2. The quotation is valid for 14 days whereafter it shall lapse and be subject to review at the discretion of GreenHouse Energy Consulting.
3. The quotation is based on the information supplied by the Customer, except where otherwise specifically determined by GreenHouse Energy Consulting.
4. The price quoted and the acceptance of this quote is based on the assumption that all plumbing and electrical installations on the premises are in good order and compliant with prevailing regulations.
5. The deposit as stipulated on the quotation is due, owing and payable on acceptance of the quotation. The installation will not commence until such deposit has been received by GreenHouse Energy Consulting.
6. Where the installation is completed in phases, progress payments shall be payable on presentation of a Progress Payment Schedule for work completed.
7. The balance is due, owing and payable on final commissioning of the equipment.
8. The Customer may not withhold payment for any reason whatsoever, notwithstanding any counter-claim which may accrue in favour of the Customer against GreenHouse Energy Consulting.
9. GreenHouse Energy Consulting does not consent to any retention being held by the Customer nor to any terms of deferred payment.
10. Each separate area of the installation and each installation itself may, at the sole option of GreenHouse Energy Consulting, be regarded as divisible or alternatively inseparable from the main contract, as GreenHouse Energy Consulting shall choose and the Customer shall in either event not be entitled to defer or hold payment in respect of any installation completed by GreenHouse Energy Consulting nor shall partial payment discharge the customer from liability for so much of the contract as has been performed by GreenHouse Energy Consulting.
11. Amounts remaining unpaid after 7 days of the invoice shall accrue interest at a rate of 2% per month, as provided for by the National Credit Act No34 of 2005.
12. Any additional work necessary to execute the installation shall be at the Customer's risk and at the Customer's expense and no responsibility is accepted by GreenHouse Energy Consulting in respect thereof. Such work shall be agreed in advance with the Customer.
13. Any variations or alterations to the scope of work done or any extras required by the Customer will be for the Customer's account.
14. Any extra amounts which may become due and payable in terms of this agreement, over and above the contract price, are due and payable on demand and GreenHouse Energy Consulting reserves the right to suspend the performance of this contract until such amounts are paid in full.
15. Should the Customer require the installation to be rescheduled, a minimum of 24 hours' notice shall be given.
16. Should the Customer fail to provide such notice, and GreenHouse is unable to perform the installation as scheduled, GreenHouse shall be entitled to levy a cancellation fee for travel and labour costs incurred.
17. It is a condition of this contract that free and easy access to the site of the installation must be made and arranged beforehand by the Customer.
18. The Customer undertakes to ensure a free supply of electricity to GreenHouse Energy Consulting in order to enable the contract to be executed. It is the responsibility of the Customer to advise GreenHouse Energy Consulting of the non-availability of electrical power, who may at its sole discretion elect to continue with the installation in part or in full by making its own provision for electrical power.
19. The commissioning of systems requires the availability of the relevant water and electrical supplies. Should commissioning not be possible due to the non-availability of the above, a fee shall be levied by GreenHouse Energy Consulting to return and commission the system at a later date.
20. GreenHouse Energy Consulting shall provide the relevant operational manuals and perform a handover to the Customer on the day of final commissioning of the system. Should the Customer require the handover to be performed at an alternate date, GreenHouse Energy Consulting may levy a fee for this.
21. GreenHouse Energy Consulting bears no responsibility for damage to system components as a result of extended interruptions to the water or electricity supply after commissioning. Damages of this nature are excluded from any warranties provided.
22. The components and products supplied and installed by GreenHouse are warranted by the manufacturers and importers thereof, and GreenHouse shall facilitate the claims against such warranties where required. Where such warranties are

- of a limited nature, any costs incurred by GreenHouse by way of testing, removal, delivery, collection and reinstallation of the affected component or equipment, shall be for the Customer's account.
23. GreenHouse Energy Consulting bears no responsibility for delays or losses arising from matters beyond its control which without derogating from the generality of the foregoing, include acts of God.
 24. GreenHouse Energy Consulting's liability for damages arising out of defective materials or workmanship is limited to the provisions of Section 17 of the Consumer Protection Act.
 25. All complaints concerning the installation, the work or the material must be made in writing to GreenHouse Energy Consulting within 21 days of GreenHouse Energy Consulting leaving the site, failing which no claim will be recognized thereafter.
 26. All indications of system performance provided by GreenHouse Energy Consulting are as far as is practically based on scientific principles and include SABS test results and international solar radiation databases. As many of the factors determining system performance (weather, usage patterns, etc) are beyond the control of GreenHouse, no warranties of performance whatsoever are made or implied.
 27. Time is not of essence to this contract and no delivery or installation date is guaranteed.
 28. Upon signature of this quotation or confirmation via e-mail, it becomes binding on the Customer and the Customer cannot cancel except with the express written consent from GreenHouse Energy Consulting.
 29. The Customer consents to the jurisdiction of the Magistrate's Court in respect of all claims arising out of this contract.
 30. The rights arising out of this agreement may be ceded by GreenHouse Energy Consulting without notice to the customer.
 31. This form together with the quotation constitutes the full terms of the contract between GreenHouse Energy Consulting and the Customer and no alterations or variations to this contract will be recognized unless in writing and signed by GreenHouse Energy Consulting.