

INTERPRETATION

1. Business Day: a day other than a Saturday, Sunday, or public holiday in South Africa.
2. Buyer: the purchaser of the Goods from the Supplier.
3. Contract: the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions, which shall comprise of these Conditions, the relevant Order and any other documents incorporated into these Conditions by means of reference.
4. Delivery Point: the location set out in the Order or such other location as is agreed in writing between the Supplier and the Buyer. In the absence of any location specified in the Order or otherwise agreed between the Parties, the Delivery Point shall business.
5. Force Majeure Event: An event happening where a Party is prevented from fulfilling its obligations due to circumstances beyond its reasonable control.
6. Goods: the goods (or any part of them) set out in the Order.
7. Group: means in relation to a company, that company, and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that subsidiary or other associated company forming part of the group of companies.
8. Holding company and subsidiary: a "holding company" and "subsidiary" as defined in the Companies Act 71 of 2008.
9. Manufacturer: the manufacturer of the relevant Goods.
10. Manufacturer's Specification: any description or specification for the Goods included in any catalogues, brochures or other materials published by or on behalf of the Manufacturer.
11. Order: the Buyer's order documentation for the Goods, including the online order form submitted by the Buyer, the Buyer's purchase order form, the Buyer's written acceptance of the Supplier's quotation, overleaf, or as otherwise submitted by the Buyer to the Supplier, as the case may be.
12. Return Goods: all Goods returned to the Supplier in accordance with condition.
13. Supplier: Jian Hai Energy Saving (Pty) Ltd/GC Solar (Pty) Ltd whose registered office is at 6 Slate Avenue, N1 Business Park, Midrand/ East Precinct, Unit 3, 4 Topaz Boulevard, Montague Park, Milnerton, Cape Town.
14. Supplier's Premises: 6 Slate Avenue, N1 Business Park, Midrand/ East Precinct, Unit 3, 4 Topaz Boulevard, Montague Park, Milnerton, Cape Town.
15. Terms and Conditions: the terms and conditions as specified in this document.

PAYMENT

1. The Supplier may invoice the Buyer for the Goods and any costs in respect of carriage and/or insurance payable by the Buyer on or at any time following the acceptance of the Buyer's Order for the Goods.
2. Unless the Supplier has agreed to an alternate credit period in accordance with clause 5.4 below, the Buyer shall pay the invoice in full without any deduction or set off immediately upon confirmation of the Order, via electronic funds transfer, directly into the nominated bank account of the Supplier, as per the Supplier's invoice.
3. If it is agreed that the Delivery Point is to be outside the Republic of South Africa, the Buyer shall pay to the Supplier the taxes, duties, and levies referred to in clause 4 within 14 days of the date of the relevant invoice in respect of the same, unless the Supplier has agreed to an alternate credit period in accordance with condition 5.4 below.
4. The Supplier may set an alternate period for payment of invoices by the Buyer at its sole discretion. This may be a longer or shorter period than the period set out at clause 5.2 and 5.3 above. The Supplier's agreement to a credit period shall not bind it in respect of all future orders, and the Supplier may determine a different credit period for each Order placed by the Buyer, and any credit period agreed by the Supplier is subject to review in accordance with clause 5 below.
5. The Supplier may review the credit period assigned to the Buyer from time to time at its sole discretion. The Supplier shall be entitled to revise the same as it may in its absolute discretion decide (including removal altogether forthwith). If the credit period assigned to the Buyer:
 - i. is removed at any such review, the Supplier shall notify the Buyer accordingly, and such removal shall apply:
 - a. with effect from deemed receipt of such notice in accordance with these Terms and Conditions, and
 - b. to any and all invoices issued to the Buyer by the Supplier that are outstanding as at the date of deemed receipt of such notice (provided that interest for late payment may only be charged with effect from the date of deemed receipt of the Supplier's notice to the Buyer that the credit period is removed), as well as to any invoices issued by the Supplier to the Buyer from and including the date of deemed receipt of such invoice.
 - ii. is decreased (but is not removed entirely pursuant to clause 5.5 (i) at any such review, any such decreased credit period shall apply to any and all invoices issued to the Buyer by the Supplier with effect from the date of the relevant review.
 - iii. is increased at any such review, any such revised credit period shall apply to any invoices issued by the Supplier to the Buyer from and including the date of such review or such later date as the Supplier may decide and notify to the Buyer.
6. For the avoidance of doubt, time of payment shall be of the essence.

7. All payments received, if not supported by a remittance advice, will be allocated to the oldest invoices on the account.
8. No payment by the Buyer shall be deemed to have been received until the Supplier has received cleared funds into its bank account.
9. If the Buyer fails to pay the Supplier any sum due, the Buyer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the maximum permissible rate as allowed for in terms of the National Credit Act 34 of 2005, accruing on a daily basis until payment is made. both before or after any.
10. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law, and the Buyer shall not be entitled to assert any credit, set-off, or counterclaim against the Supplier to justify withholding payment of any such amount in whole or in part. The Supplier may, at any time, without limiting any other rights or remedies it may have, set-off an amount owing by it to the Buyer against any amount payable by the Supplier to the Buyer.
11. The Supplier may, at its sole discretion and without liability to the Buyer, refuse to fulfill an Order, including any order that it has accepted, while any invoice issued by the Supplier to the Buyer remains overdue, unpaid, or in dispute.
12. It is agreed that payments may be made via Visa, Mastercard, Diners, or American Express credit cards or by bank transfer into the Supplier's bank account, as per clause 5.2 above.
13. Credit card transactions will be acquired for the Supplier via PayGate (Pty) Ltd, who are the approved payment gateway for First National Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3), and no credit card details are stored on the Supplier's systems. Card details are entered by the Buyer on PayGate's secure site. Further details can be obtained on the PayGate website paygate.co.za.
14. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.
15. The Supplier shall, in relation to PayGate transactions, take responsibility for all aspects relating to the transaction, including the sale of Goods and services sold on the website, customer service and support, dispute resolution, and delivery of Goods.
16. Other details and information of the Buyer (excluding payment and card details) are stored by the Supplier separately on its system and are subject to the Supplier's Privacy Policy.

RETURNS AND REFUNDS

1. All claims of damage present on delivery and claims that the warranty in clause 11 has been breached must take place in accordance with the provisions of this clause 10 and the Supplier's Return Policy in force from time to time, a copy of which can be obtained from the Supplier's order management team or on the Supplier's website.
2. If the Buyer considers that any Goods delivered to the Buyer were damaged on delivery or not in compliance with the warranty in clause 11, the following process must be followed:
 - i. The Buyer must notify the Supplier in writing within 10 (ten) Business Days of the damage or the alleged breach of warranty. Such notice must include details of the Goods alleged to be damaged or in breach of warranty, the Order to which the Goods relate, and details of the damage or alleged breach of warranty.
 - ii. On receipt of notice as indicated above, the Supplier's technical support team will contact the Buyer and request that tests are performed by the Buyer in accordance with the instructions of the Supplier's technical support team ("Phase One Testing").
 - iii. If Phase One Testing does not provide a conclusive result, then a returns order will be generated by the Supplier, and the Goods must be returned to the Supplier in accordance with the Supplier's instructions for further testing ("Phase Two Testing").
 - iv. If either Phase One Testing or Phase Two Testing reveals that the Goods are damaged (due to no fault of the Buyer) or in breach of the warranty in clause 11, the Supplier shall, at the direction of the Buyer, repair, replace, or refund the Goods or provide the Buyer with a credit note for the full price of the Goods.
 - v. If the results of Phase One Testing and/or Phase Two Testing reveal that there is damage caused by the Buyer, or caused by incorrect installation by the Buyer, or any misuse or incorrect use by the Buyer, or other factors (excluding any fault by the manufacturer or the Supplier), or no breach of the warranty in clause 11, the Supplier will not accept the return of the Goods and will not replace, repair, refund, or issue any credit note in respect of such Goods.
 - vi. In the event of 10.2 (v) above, the Supplier will be entitled to charge a 15% inspection and/or handling fee. If the Goods are in the possession of the Supplier, then the Buyer must collect the Goods, at its own cost and risk within one calendar month of notification that there is no damage or fault by the Supplier or breach of warranty. If the Buyer fails to collect the Goods within one month of notification that there is no

damage or breach of warranty, the Supplier will be entitled to charge a storage fee.

- vii. In the event that the results of Phase One Testing and/or Phase Two Testing reveal any incorrect installation, misuse, or incorrect application of the Goods by the Buyer, the Buyer shall have the option to request a repair or replacement by the Supplier, at an additional cost, which will be subject to an additional Quotation and Order.
 - viii. Please note that the following important information will be required for us to book in your returned item/s: completed RMA documents, after you have been in contact with your technical advisor, for inverters and batteries, pictures of the installations clearly indicating surge protection devices, COC for completed installations, and line Diagrams for the installation.
3. If the Goods are not damaged or in breach of the warranty in clause 11 but the Buyer decides that they no longer want Goods that have been ordered and delivered and would like to return them to the Supplier, then the following steps must be taken:
- i. The Buyer must notify the Supplier in writing within 10 (ten) Business Days that they wish to return the Goods. This notice must be submitted in writing to the Supplier by sending an e-mail to Customercare@gcsolar.co.za.
 - ii. The Return Goods to be returned in accordance with clause 10.3 (i) must be returned to the Supplier's Premises within 10 (ten) Business Days of delivery. Such return is to take place between the hours of 9:00 am and 4:00 pm on a Business Day and at the cost and risk of the Buyer.
 - iii. All Return Goods must be correctly packaged and labeled with the unique order return number generated in the original packaging following the submission of the return order form in accordance with the terms above.
 - iv. Once Return Goods are received by the Supplier, they will be checked by a member of the Supplier's Technical team. Provided that the Return Goods have been returned in accordance with the provisions of these terms, and the Return Goods are in their original condition, the Supplier shall either issue a credit note and/or process a refund to the Buyer as required.
4. If any Goods are delivered to the Buyer in error, the Buyer agrees that it shall notify the Supplier within 10 (ten) days of delivery. In the event of a genuine error on the part of the Supplier, the Supplier will arrange for the incorrect Goods to be collected. Until the incorrect Goods are collected, they must be stored in accordance with instructions from the Supplier.
5. Any refund to be made in terms of these Terms and Conditions will be made by electronic transfer to the account from which payment was originally made.

6. Notwithstanding the contents of clause 10.5 above, if the Supplier has delivered the Goods as a result of direct marketing and the Buyer has canceled the Order or Contract during the cooling-off period, or if the Buyer did not have an opportunity to examine the Goods before delivery and has rejected the same on delivery, or if the Goods are not intended for the specific purpose, the Supplier shall refund the Buyer within 10 (ten) Business Days of confirmation of such cancellation or rejection. The provisions of this clause shall not apply where the Goods have been disassembled, altered, permanently installed, or combined with other Goods or where there is a public regulation prohibiting the return of the Goods. In the event that the Goods have been used or need to be repackaged, the Supplier may charge the Buyer a reasonable amount for such inconvenience.
7. Any replacement Goods to be sent to the Buyer will be delivered in accordance with the delivery procedure in clause 6.
8. The Supplier shall have no liability in respect of any costs incurred in respect of the de-installation and/or re-installation of replacement Goods, including but not limited to the cost of any equipment and/or labor required.
9. The Buyer shall not be entitled to return any Goods which are not suitable for their purpose if, for reasons of public health or public regulation, such returns are prohibited, or after having been supplied to the Buyer, the Goods have been partially or entirely disassembled, altered, or combined with other goods or property.

WARRANTY

1. Each of the sub-clauses in clause 11 shall be treated as separate and independent.
2. The Supplier hereby excludes to the fullest extent permitted by law all warranties, conditions, and other terms implied by statute, common law, or otherwise.
3. The Supplier warrants that on delivery, the Goods shall be free from material defects in design, material, and workmanship.
4. Subject to clauses 11.5 and 11.6, in the event that the Buyer considers the warranty in clause 11.3 to have been breached, it agrees that it shall follow the process detailed in clause 10.2.
5. The Supplier shall not be liable for any failure to comply with the warranty set out in clause 11.3 if:
 - i. The Buyer makes any further use of such Goods after giving notice as provided above.
 - ii. The defect arises because the Buyer failed to follow the Supplier or the Manufacturer's oral or written instructions as to the storage, commissioning, installation (that must be done by a registered electrician and/or Department of Labour registered installer), use and/or maintenance of the Goods or (if there are none) good trade practice.
 - iii. The Buyer alters or repairs such Goods without the written consent of the Supplier.

- iv. The defect arises as a result of fair wear and tear, willful damage, negligence by the Buyer or any third party, or abnormal storage, method of transportation of goods other than instructed by the Supplier or working conditions.
- 6. The warranties contained in clause 11.3 do not include:
 - i. Any equipment, materials, or supplies not supplied by the Supplier.
 - ii. Damage or loss of function sustained during periods with wind speeds exceeding 60 meters/second or submersion in water unless the Goods are designed to operate in such conditions.
 - iii. Any accidental loss or damage not caused by the Supplier or any loss or damage caused by any Force Majeure Event or any acts of God or any loss or damage to the extent contributed by any Force Majeure Event or any acts of God.
 - 7. These Terms and Conditions apply to any repaired or replacement Goods supplied to the Buyer.
 - 8. Except as provided for in this clause 11, the Supplier has no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 11. Subject to these terms, the Buyer's sole remedy in respect of a breach of the warranty in clause 11 shall be as set out in clause and subject to the requirements imposed upon the Buyer in clause 11.
 - 9. The Buyer warrants that it has read and familiarized itself with the provisions of Sections 60 and 61 of the Consumer Protection Act 68 of 2008 and that it agrees that the procedures set out in clauses 10 and 11 of this Contract are in accordance with such provisions.

ACCEPTANCE OF TERMS AND CONDITIONS

- 1. By continuance of the Buyer's purchase of Goods from the Supplier, the Buyer agrees to these Terms and Conditions.