**Neuron logistics terms and condition**

**Terms and Conditions are aimed at providing protection for all parties and also to provide guidance in the unlikely event of a dispute.** **The protections retained are aimed only at ensuring our company, cannot be destroyed by unscrupulous customers, competitors and or legal authorities.**

**Acknowledgement**

By signing the Order Form the Customer acknowledges and agrees that, these Terms and Conditions shall apply from and including the date the Order Form is signed; the Agreement between the parties shall be deemed a Contract and be in force from the date of the Order Form;

**TERMS AND CONDITIONS:**

\* Product must be installed and commissioned within defined product parameters specifications. Failure to do so may affect in bond being declined.

\* The product must not be moved from the original place of installation without prior consent from the Company.

\*Any change, alteration, modification or servicing whatsoever from anyone other than the Company will invalidate the warranty with full effect.

\* Following the servicing, repairment or replacement, any parts or products removed from your product will be taken as owner by the Company. You will not have any claim for such parts or products.

\* Any and all advice is given and taken at customer’s risk, it's stated that technicians are not
qualified PV installers and thus aren't held liable for any damage as a result of advice
given or taken.

\* The company accepts no responsibility for any injury, death, property damage or similar claim
caused by the abuse, incorrect installation, or disregard of the stated bond conditions.

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

\* In some instances roof tiles may be damaged at the time of Installation. Any accidental damage to roof tiles caused at the time of Installation will be replaced at the time. We do not accept any liability for a slight deviance in the colour of the roof tiles or leaks that may arise.

\*Upon installation date, the Client is to ensure that all electrical appliances are disconnected from the electrical sockets on the Property to minimise exposure of electrical spikes/surges during the installation process. The Company will not be kept liable for any appliances or electrical equipment failure pre or post installation.

\*The Company will not accept any liability of whatsoever nature for any defective electrical equipment, notwithstanding the nature thereof.

**PAYMENT**

\*The Contract payments shall be payable in the following stages for Systems that are turnkey solutions.

\*A minimum deposit of 70% of the Quotation shall be payable when the Quotation is signed/accepted.

\*The balance of 30% of the Quotation shall be payable upon Completion of the works.

\*All payments must be made at the appropriate stages before the Company can carry out the next stage of the work or issue any certifications.

\*Payments transactions can be made by electronic funds transfer, directly into the nominated bank account of the Company, as per the Company’s invoice. We take no foreign currency.

\*The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set-off an amount owing by it to the Client against any amount payable by the Company to the Client.

\*The Company may at is sole discretion and without liability to the Client refuse to fulfil any works related to the Quotation, including any Quotation that the Company has accepted, whilst any invoice issued by the Company to the Client remains overdue and payable.

**ACCESS**

\*The Client agrees to provide reasonable access to enable the execution of the services to be carried out and completed.

\*The Client agrees to ensure that the Property is kept clear and allow access to enable work to be carried out at all reasonable times including at weekends and on bank holidays and to permit, without charge, access to an electricity supply on site.

\*In the event that further work is required to complete the System to your satisfaction e.g. snagging, or work under guarantee, the Client agrees to provide such reasonable access as we may require to enable this work to be carried out at all reasonable times, including at weekends and on holidays and to permit, without charge, access to an electricity supply on site.

**Removal of Objects**

The Customer is responsible, at its own cost, for the removal of any trees, plants or any other objects that may cast a shadow on the Solar PV System, both at the time of installation and in the future.

**COMPANY’S RIGHTS TO CANCEL**

Held the conditions of this agreement, the Company may cancel this Agreement / Contract and any other Contract between the parties by writing to the Client at any time where:

The Company fails to fulfil any of its requirements under the Contract between the parties and this prevents the Company from carrying out the Work, or makes the work more difficult to carry out; or

The Company discovers anything while it is carrying out the Work that prevents it from carrying out the Work.

When the Company writes to the Client to cancel the Contract between the parties, it will:

Set out the reasons for the cancellation in a letter; and refund the Deposit (less any fees relating to work that has already been carried out). Held the conditions of this agreement, we may cancel this Agreement / Contract and any other Contract between us by writing to you at any time.

**FORCE MAJEURE**

Neither Party shall be liable to the other Party in respect of any of its obligations in terms of the Contract, if such Party is prevented from fulfilling its obligations due to circumstances beyond its reasonable control.

The Company’s obligations under these terms and conditions are suspended for the period that the Force Majeure Event continues, and the Company will have an extension of time to perform these obligations for the duration of that period. The Company will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the Force Majeure Event.

**DISPUTE RESOLUTION**

\*The Parties shall negotiate in good faith to settle any dispute that arises out of this agreement.

\*In addition, the Parties may agree to arbitration, and shall conclude a written agreement to arbitrate within 10 days of the dispute arising, which shall contain all the details of the arbitration process.

**LEGAL COSTS**

\*Should the Supplier have to take any legal action against the Customer to enforce its rights in terms of these Conditions, the Customer shall pay all legal costs, including collection commission and VAT, incurred by the Supplier on an attorney and own client scale.

**Warranty Limitations**. **This Warranty does not include**:

\* Damage resulting from misuse, abuse, negligence, accidents, theft, tampering, flood tide,
explosion, lightning or high surge events, storms, frost, shipping damage, adverse
rainfall, utility failure or any other similar event.

\* Dissatisfaction due to buyer’s remorse.

\* Normal wear and tear.

\* Any unauthorised adjustments made to the product by a third party.

\* Any condition resulting from incorrect or inadequate maintenance or care.

\* Faulty structure of roof or building. The infrastructure of the building is the consumer’s responsibility. Us as the business assumes that you as the consumer assured that the structure of the roof and building is well built and sturdy enough for the job to be done adequately.