

Professional Solar (Pvt) Limited t/a



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Standard Terms and Conditions

(These may be altered by the Provider at any time)

- 1.) Provisions of Services- The service provider will quote, supply and fit goods/services as quoted.
- 2.) Customer's Obligation for services provided - The customer must promptly notify the service provider of any known defects, problems, or complaints.
- 3.) Unscheduled Visits- Upon notice by the customer, the service provider shall be required to perform emergency services, which may include repairs and replacements. These will correct conditions that can pose or are likely to pose a risk that the system will fail and/or health & safety hazard. The customer will be responsible for paying the service provider for additional services and products.
- 4.) Access- The customer will grant the service provider access to the alternate power and/or electrical systems for service included in the agreement.
- 5.) Natural and Man-Made Events Excluded- The service provider will have no liability or obligations in connection with any damage resulting from Z.E.S.A (Zimbabwe Electricity Supply Authority) voltage and surges beyond the stipulated variances over/under 220v **, electrical outage, storms, flooding, lightening, earthquakes, or any act of God. The customer will then be responsible for all costs incurred in connection with such events.
- 6.) Delays- The service provider shall not be liable for delays in performance or non-performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labour strikes, labour shortage, or the inability to obtain materials, equipment or transportation.
- 7.) Fees- as per schedule published from time to time or as per quote provided with time limitations stated.
- 8.) Payment- The customer shall pay for the services provided in accordance with the payment terms listed on invoices submitted by the service provider. Unpaid balances remaining after 7 days from the date of the invoice shall accrue interest at a rate of 9% per month. The customer is also responsible for paying all attorney fees and expenses, court costs, and any other costs incurred by the service provider to collect any overdue balances and interest.
- 9.) Retention of Title applies whereby the service provider owns the entire alternate power / electrical equipment supplied until such time as the customer has paid in full and received a final invoice/receipt or other official company documentation.
- 10.) Termination- Failure to pay may result in the service provider terminating the agreement without notice and shall have no further obligations if any amount remains unpaid after 30 days from the date of the invoice.
- 11.) Service Provider Liability- The service provider's liability under this agreement for any latent manufacturer's defect or failure is limited to the manufacturer / suppliers warranty policy.
 - 11.1) Any specific claims for warranties are limited to the respective OEMs' warranty terms and conditions. All T&C's are available on request.
 - 11.2) The limit of any specific liability shall be USD\$5,000.00 or equivalent Zimbabwe Dollar amount at the prevailing bank rate.
 - 11.3) The service provider excludes himself from consequential losses and is not liable for lost profits or incidental damages.
 - 11.4) Any warranty claims in respect of voltage/or surge must be :-
 - 11.4.1) Submitted in writing to the service provider within 3 working days.
 - 11.4.2) These will be assessed and the onus of proof with regards voltage / surges remains with the customer.
 - 11.4.3) The service provider can, on request, assist with the establishment and reporting of high/low voltage by use of it's electrical logging equipment at the customer's cost.
- 12.) Non-waiver- No action or inaction on the part of the service provider shall be deemed a waiver of rights, remedies, breaches, or subsequent defaults by the customer in the performance of or compliance with the terms of this agreement.
- 13.) Severability- If any term or provision of this agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.
- 14.) Required Mediation- All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and customer.
 - 14.1) All items must be fully documented and submitted to the Centre of Arbitration in Harare in accordance with its procedural rules.
 - 14.2) If the mediation does not result in a mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law.
 - 14.3) All reasonable attorney fees, court costs, and expenses incurred by the parties are to be paid in full by the losing party, as allowed by the applicable law.
- 15.) Modifications- The terms of this agreement can only be modified if all involved parties have given a written agreement.
- 16.) This agreement is governed by and shall be construed in accordance with the laws of Zimbabwe. The parties shall submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Zimbabwe.

** Z.E.S.A Grid Code Regulations are published on our web site