SOLARBOARD
CUSTOM SOLAR BOARDS

TERMS AND CONDITIONS OF SALE

Issued by: Solar Board (Pty) Ltd (July 2026)

1. Payment Terms

1.1. A non-refundable deposit of 70% of the total order value is due upon placement of the order and is required before any manufacturing or procurement activities commence.

1.2. The remaining 30% balance is due and payable prior to delivery or collection of the distribution board.

1.3. No product will be released, dispatched, or made available for collection until the full order value has been received and cleared.

1.4. All prices are quoted in South African Rand (ZAR) and are exclusive of VAT unless otherwise stated.

1.5. Solar Board (Pty) Ltd will notify the customer in writing once the product is ready for dispatch or collection following FAT sign-off ("Ready for Dispatch Notice"). The final 30% balance is due within 7 (seven) calendar days of the Ready for Dispatch Notice, regardless of whether the customer has arranged delivery or collection.

1.6. Should the final balance not be paid within this period, Solar Board (Pty) Ltd shall be entitled, without prejudice to any other rights, to (a) charge storage fees, (b) charge interest on the overdue amount, and (c) exercise the cancellation and resale rights, each as set out in Clause 8.

1.7. Ownership of the product shall not pass to the customer until the full order value, including any storage fees and interest, has been received and cleared by Solar Board (Pty) Ltd, notwithstanding that risk may have passed earlier under Clause 5.3. Until such time, Solar Board (Pty) Ltd retains full right of possession, disposal, and resale of the product.

2. Order Confirmation

2.1. An order is only confirmed upon receipt of a signed quotation/proposal by an authorised representative of the customer and payment of the 70% deposit.

2.2. No manufacturing, procurement, or work of any kind will commence until both the signed quotation and the deposit have been received by Solar Board (Pty) Ltd.

2.3. Any verbal agreements or understandings are not binding unless confirmed in writing.

3. Quotation Validity

3.1. This quotation is valid for 7 (seven) calendar days from the date of issue.

3.2. After this period, all prices, lead times, and terms are subject to review and may be revised without prior notice.

3.3. Solar Board (Pty) Ltd reserves the right to withdraw or amend any quotation prior to formal order confirmation.

4. Quality Assurance & Factory Acceptance Test (FAT)

4.1. All distribution boards and integrated systems will undergo a Factory Acceptance Test (FAT) at Solar Board's facility prior to dispatch.

4.2. The customer or a duly authorised representative is required to attend and sign off on the FAT before the product leaves the premises. Remote sign-off may be arranged by mutual written agreement.
4.3. No distribution board will be dispatched without the FAT sign-off certificate.

4.4. The FAT sign-off constitutes the customer's confirmation that the product meets all agreed specifications at the point of dispatch and forms part of the warranty record.

4.5. Solar Board's warranty is contingent upon completion of the FAT process as described herein.

5. Delivery and Lead Time

5.1. The confirmed delivery or collection date will be communicated to the customer upon receipt of the signed order and the 70% deposit payment.

5.2. Solar Board (Pty) Ltd shall not be liable for delays caused by factors beyond its reasonable control, including but not limited to supplier delays, material shortages, labour action, or force majeure events. The customer will be notified promptly of any such delays.

5.3. Risk in the product passes to the customer upon delivery or collection, or upon FAT sign-off where the customer takes custody of the product.

5.4. Notwithstanding Clause 5.3, ownership of the product does not pass to the customer until full and final payment has been received and cleared, as set out in Clause 1.7.

6. Installation and Commissioning Requirements

To maintain warranty validity and ensure safe operation, the customer accepts the following responsibilities:

6.1. Connection Integrity:
All electrical connections must be checked and re-tightened on-site by a qualified electrician prior to energisation of the distribution board.

6.2. Component Alignment:
Motor units on breakers must be inspected and re-aligned, if required, before operation on-site.

6.3. Certified Installation:

All installation and commissioning work must be carried out by a suitably qualified and registered professional in accordance with the applicable South African National Standards (SANS) and the Occupational Health and Safety Act (OHSA).

6.4. Solar Board (Pty) Ltd shall not be liable for any loss, damage, injury, or failure arising from improper installation, failure to re-tighten connections, failure to align motor units, or non-compliance with these requirements.

7. Warranty

7.1 Warranty Incorporation
All products supplied by Solar Board (Pty) Ltd are subject to the Solar Board Standard Product & Workmanship Warranty in force on the date of supply. The Standard Product & Workmanship Warranty is incorporated by reference into these Terms and Conditions and forms part of the agreement between the parties.

7.2 Availability of Warranty
A copy of the applicable Standard Product & Workmanship Warranty will be attached to the quotation or proposal, or otherwise made available to the customer upon request.

7.3 Conflict Between Documents
In the event of any conflict between these Terms and Conditions and the Standard Product & Workmanship Warranty, these Terms and Conditions shall prevail, except in relation to warranty-specific procedures, exclusions and coverage provisions contained in the Standard Product & Workmanship Warranty.

7.4 Limitation of Liability
Solar Board (Pty) Ltd's liability under the Standard Product & Workmanship Warranty is strictly limited to the repair or replacement of the defective product or component. Solar Board (Pty) Ltd shall not be liable for any indirect, consequential or special loss, including loss of revenue, loss of profit or damages arising from system downtime.

7.5 FAT Requirement
Warranty validity remains contingent upon completion of the Factory Acceptance Test (FAT) process and signed FAT approval as set out in Clause 4 of these Terms and Conditions.

8. Cancellations and Order Changes

8.1. Any changes to a confirmed order must be submitted in writing and are subject to acceptance by Solar Board (Pty) Ltd. Changes may result in a revised price and/or delivery schedule.

8.2. Cancellations after order confirmation will result in forfeiture of the 70% deposit to cover costs already incurred.

8.3. Cancellations after FAT sign-off will incur additional charges to recover all costs incurred by Solar Board (Pty) Ltd, including but not limited to materials, labour, and third-party costs.

8.4. Default on Final Payment: If the final 30% balance remains unpaid more than 7 (seven) calendar days after the Ready for Dispatch Notice referred to in Clause 1.5, Solar Board (Pty) Ltd may, at its sole discretion and on a further 7 (seven) days' written notice to the customer, (a) cancel the order,

(b) retain the 70% deposit in full, and (c) recover all additional costs incurred as set out below.

8.5. Storage Charges: Storage fees of 0.25% (zero comma two five percent) of the total order value per week, or part thereof, will become payable from 7 (seven) calendar days after the date of the Ready for Dispatch Notice, for as long as the product remains at Solar Board's premises thereafter, and are payable by the customer in addition to the order value.

8.6. Interest: Any amount overdue under these Terms and Conditions will accrue interest at the South African prevailing prime lending rate, plus 2% (two percent) per annum, calculated daily from the due date until the date of payment in full.

8.7. Right of Resale: If the order is cancelled under Clause 8.4, Solar Board (Pty) Ltd may sell the product to any third party on any terms it considers reasonable, without further notice to or consent from the customer.

8.8. Application of Proceeds: The proceeds of any resale under Clause 8.7 will be applied, in order, to (a) Solar Board's reasonable costs of storage, remarketing, and resale, (b) accrued interest, (c) any shortfall between the original order value and the resale price, and (d) any other amounts owing by the customer. The customer remains liable for any shortfall not covered by the deposit and the resale proceeds. Solar Board (Pty) Ltd shall have no obligation to account to the customer for any surplus exceeding these amounts, save where required by law.

8.9. Time of the Essence: The time periods for payment set out in Clause 1 and this Clause 8 are of the essence of the agreement between the parties.

9. Governing Law and Dispute Resolution

9.1. These Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa.

9.2. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the competent courts of South Africa.

9.3. The parties agree to attempt to resolve any dispute amicably through good-faith negotiation before resorting to litigation.