

TERMS AND CONDITION FOR SOLAREX

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GENERAL TERMS AND CONDITIONS

Thank you for your purchase at solarex (Le Douyé Ltée – The Seller). Please read the following terms and conditions applicable to the new product(s) you bought. These terms and conditions are between you (the Customer) and the Seller.

A. Return of product(s)

1. Product(s) once sold cannot be returned unless the product(s) show manufacturing defects and are brought by the Customer to the Seller within 7 calendar days from the date of purchase. The product(s) shall be replaced only after verification by the Seller's After Sales Services.

2. The Customer may only return the product(s) within the period specified above provided that the product(s):

(i) have not been utilised; and

(ii) are in the same condition at time of delivery.

B. Customer Service

Any complaint should either be reported at the Seller's showroom at 19 F/7 La Tour Koenig, Industrial Park, Pointe Aux Sables, during normal hours from Monday to Friday 09:00 to 16:00, or call on 235 0250 or send your complaint by email to: info@solarex.mu

C. Title and risk

The risk in the product(s) shall pass to the Customer upon delivery or upon collection of the product(s) by the Customer. The title to the product(s) shall not pass to the Customer until the Seller receives payment in full.

D. Delivery

The Seller shall endeavour to deliver the product(s) at the delivery location as specified by and agreed between the Customer and the Seller. Delivery dates and time are approximative only and the Seller shall not be liable for any failure to deliver the product(s).

E. Collection

Product(s) sold can only be collected by the Customer from the Seller's warehouse once full payment has been received by the Seller.

If the Customer fails to collect the product(s) within 5 business days of the Seller notifying the Customer that the product(s) are ready for collection, the Seller may store the product(s) and charge the Customer for all related costs and expenses. Should the Customer fail to collect the product(s) within 45 business days, the Seller may sell or dispose of all or part of the product(s).

F. Warranty terms and conditions

1. Warranty Period

- Under this warranty cover, the Seller guarantees the product(s) registered on this invoice against faulty workmanship or material only, for the period mention on sales agreement. (unless otherwise stated as per the next clause), under normal use and service subject to the terms and conditions set out herein. For the avoidance of doubt, nothing stated herein, nor any repairs or replacement effected during the applicable warranty period shall extend the said applicable warranty period.
- This invoice should be presented as proof of purchase. Each product has a different manufacturer's warranty period. For information on the warranty period, please refer to the Product Description, ask your showroom or visit our website www.solarex.mu.

2. This warranty is not transferable and only covers the original purchaser registered on this invoice.

3. The warranty of the Product is limited to Manufacturing defect only.

It applies to structural, electrical, and mechanical defects as contemplated by the manufacturer of the Product. Spare Parts and Labour are free of charge for such defects. Free Transport will be provided subject to the Product being above 30 kg. All transportable products will need to be brought to the Company for repair.

4. Replacement

- In the event the Product cannot be repaired within 15 days of the complaint for any valid reason such as unavailability of Spare Parts or uneconomical repairs, the Company reserves the right, at its own discretion, to provide another product on loan depending on availability, or replace the Product with one of similar specifications. The retail value of the replacement will be equivalent to the original value of the product purchased, subject to availability.
- The Company will retain the faulty part / product and the faulty part /product will become the property of the Company.

5. The warranty cover shall be subjected, but not limited to the following exclusions

- this invoice is not produced at the time the product is brought in for repair or during the technician's visit;
- if the product(s) has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or specifications provided with the product(s).
- any alteration, modification or repair is made to the product by the Customer or any third party;
- the serial number of the product(s) has been removed, defaced, or altered;
- any visible alteration is made to the original invoice;
- the product(s) intended for domestic use are/have been used for commercial purposes;
- the purchaser has not adhered to the agreed payment terms
- Damage of product(s) resulting from, but not limited to, lightning, cyclone, civil unrest, defects from incorrect electrical installation, corrosion, rust or stains, normal wear and tear, gradual deterioration, oxidation and deterioration due to lack of use and atmospheric conditions, floods, storms, bad weather

conditions, abnormal storage or working conditions, uses of wrong chemical substances/detergents to clean the product, insects (lizards, cockroaches) and rodents and;

G. Limitation of liability

The Seller shall not be responsible or liable in any way whatsoever for:

- any loss of profit, or any indirect or consequential loss arising under or in connection with the sale of any product(s); and
- theft or damage to any product(s) which occurs at the delivery location.

H. Governing law

Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation, shall be governed by, and construed in accordance with the laws of Mauritius and the courts of Mauritius shall have exclusive jurisdiction.

SHOP ONLINE - OVERVIEW

This website is operated by Le Douyé Ltée. Throughout the site, the terms “we”, “us” and “our” refer to Le Douyé Ltée. Le Douyé Ltée offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is managed and hosted by **web services**. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country of residence, or that you are the age of majority in country of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

The order processing period is from Monday to Friday.

Free Delivery is applicable with a minimum purchase of Rs 25,000. For purchase below Rs 25,000, no delivery will be done. Home delivery can take more than 10 working days during peak seasons.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Photos are non-contractual, i.e. photos of products displayed on the website may differ from the actual products.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the

Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Le Douyé Ltée, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Le Douyé Ltée and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@solarex.mu

TERMS AND CONDITIONS FOR CONTRACT

1. DEFINITIONS

The following definitions will apply to this contract:

1.1 “Company” means Le Douyé Ltée trading under the name of “solarex”.

1.2 “Contract” means the warranty contract between the company and the client.

1.3 “Labour” means any costs incurred by the Company for the repair or replacement of the Product.

1.4 “Manufacturer’s Warranty” means the warranty provided by the manufacturer of the Product at the time of purchase.

1.5 “Product” means the (name of) the product (information) purchased as per details stated in this contract.

1.6 “Repairs” means the costs incurred by the Company to restore the Product to a good working condition.

1.7 “Replacement” means the costs incurred by the Company to change the Product by a new one.

1.8 “Spare Parts” means separate parts used to replace old or broken parts in the Product.

1.9 “Transport” means the costs incurred by the Company to for the transfer of the Product from the customer to the Company and vice versa.

2. WARRANTY COVERAGE

2.1 This contract extends the terms and conditions of the Manufacturer’s Warranty for a further period commencing on the expiry date of the Manufacturer’s Warranty and ending on the date stated as the Warranty End Date in this Contract, provided full payment of the applicable fee has been made. Once the aforesaid period has expired, there shall accordingly be no further warranty and/or guarantee applicable in respect of the Product and the customer shall have no recourse whatsoever against the Company in respect thereof after the warranty period.

2.2 This Contract applies to structural, electrical, and mechanical defects as contemplated by the manufacturer of the Product. Spare Parts and Labour are free of charge for such defects. Free Transport will be provided subject to the Product being above 30 kg. All transportable products will need to be brought to the Company for repair.

2.3 This contract is not transferable and only applies to the purchaser i.e., the person whose name appears at page 1.

3. SERVICE PROCEDURE

3.1 In case the Product malfunctions, the customer will:

3.2 (a) review the manufacturer’s instructions and user manual to see if the problem can be sorted out by himself.

(b) report the breakdown/damage of the Product within 10 days of its occurrence, otherwise the claim may be denied.

(c) contact our showroom or the service hotline on 235 0250 or 234 1500.

(d) produce this original sales receipt and accessories to ease the inspection and repair process.

(e) should the failure/breakdown/damage not be covered by this Contract, the customer will be charged for the cost of the repair.

4. TERMS AND CONDITIONS

4.1 This Warranty may only be apply on purchase from the delivery of the Product and only covers product which:

(a) is purchased at solarex showroom.

(b) is used only in Mauritius; and

(c) at the time of purchase, includes a complete and Manufacturer's Warranty by the manufacturer of the Product valid in Mauritius.

4.2 The contract is limited to the defects covered in the Manufacturer's Warranty.

4.3 Any claims under this warranty are limited the purchase price of the Product.

4.4 The Company may replace, amend, supplement or delete these terms upon posting new terms and conditions of its Extended Warranty programme on its website www.solarex.mu. Any amendments to the terms and conditions will create a new version of the Terms and Conditions which will supersede and replace the current version and be binding on.

5. REPLACEMENT

5.1 In the event the Product cannot be repaired within 15 days of the complaint for any valid reason such as unavailability of Spare Parts or uneconomical repairs, the Company reserves the right, at its own discretion, to provide another product on loan depending on availability, or replace the Product with one of similar specifications. The retail value of the replacement will be equivalent to the original value of the product purchased, subject to availability.

5.2 If same the product is not available, but an equivalent one is, at a higher price, the customer shall pay for the price difference. The Customer may also select another product and bear the difference in price if the price of

the selected product is higher. In case the customer chooses a product of lower price, the difference in price will not be reimbursed to the Customer.

5.3 The Company will retain the faulty part / product and the faulty part /product will become the property of the Company.

6. EXCLUSIONS

6.1 This contract shall not apply if the Manufacturer's Warranty is still valid.

6.2 The parties agree to exclude the Company's liability for non-operating and cosmetics damages (e.g. paint or product finish, accessories used in or with the product, remote controls, video/audio heads, cables, cords, print leads, cartridges and other consumables such as toners, ribbons, drums, belts, tapes, tyres or software, batteries bulbs internal and external to the product, add-on options) incorporated in a product for which the contract was purchased are normal wear and tear items not integral to the functioning of the product or routine service.

6.3 Any malfunction resulting from additional items or accessories used in or with the product will not be covered.

6.4 This contract shall not apply to domestic products being used for industrial or commercial purposes.

6.5 This contract shall not apply to batteries and any accessories of the Product.

6.6 The warranty under this contract shall become null and void if the product is tampered, misused, or abused, damaged due to negligence, faulty installation, modified, serial number scratched or removed, system software used is incompatible with the apparatus or if the product has been repaired, dismantled and reassembled, or opened by an unauthorised person (Misuse). A verification fee and transport cost will be charged to the customer for any such occurrence.

6.7 This contract covers normal use of the product and the Company does not warrant Misuse and improper handling, lack of care, abuse, accidents, (covered above) or further Acts of God or natural calamities (including but not limited to lightning strikes, earthquakes, power surge, cyclones, fire, explosion, torrential rain, any water damage and/or floods).

6.8 This Contract will not cover theft, damages caused by pets, animal or insect infestation or any other foreign object in the product.

6.9 Reception problems resulting from external sources will not be considered under this Contract.

6.10 The Company excludes its liability as to the destruction or damage of personal belongings, data or information contained or stored in the Product.

6.11 The contract do not extend warranty period on any specific additional warranty provided by the manufacturer. Any warranty provided by the manufacturer, on any part, beyond the Extended Warranty cover, will cover the part only. The Customer shall bear the cost of labour and transport.

7. LIMITATIONS OF LIABILITY

7.1 Notwithstanding anything to the contrary contained in this contract, the Parties shall not be liable to each other for any indirect, punitive, special, or consequential loss or damage, including without limitation, loss of profit, revenue, business or goodwill or any other similar matter suffered by the other, whether arising from negligence or breach of contract.

7.2 For any avoidance of doubt, this contract is not an insurance policy or guarantee. The Contract is a service contract and only covers products which fail to work properly or have defects due to material workmanship or performance.

7.3 The Company excludes all its liability that would result from the unavailability of the Product between the period of breakdown to that of repair or replacement.

8. CONTACT US

For any further enquiries and information, please contact us on 234-0250.

9.WARRANTY:

2.1 The Company confirms that—

- (a) the price of the Product specified in the Payment Plan is the cash price of the Product at the time the Agreement is signed by the Customer; and
- (b) the figures mentioned in the Payment Plan are true and correct and their computation have been carried out in accordance with the provisions of the Act.

2.2 Further, the Company and the Customer declare and agree that any right acquired by both parties under sections 5, 9 and 11 of the Act shall be safeguarded.

2.3 This transaction is powered by technology provided by our third-party service provider.

2.4 This Agreement sets the terms and conditions of the Payment Plan for a further period commencing on the date this Agreement is signed and will remain in effect until all amounts due under the Agreement are paid in full.

2.5 This Agreement is not transferable and only applies to the person whose name appears at page 1.

3. PAYMENT

3.1 Subject to the provisions of the law, if any payment attempt through the Credit Card is unsuccessful or returned to the Company unpaid, the Company may retry the payment attempt.

10. DATA PROTECTION

8.1 The Parties acknowledge and agree that each of them shall comply with their respective obligations under applicable data protection legislation.

8.2 The Customer consents that the Company shares the Customer's data (Customer's Data) for the purpose of processing of payment.

11. LIMITATION OF LIABILITY

11.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties shall not be liable to each other for any indirect, punitive, special, or consequential loss or damage, including without limitation, loss of profit, revenue, business or goodwill or any other similar matter suffered by the other, whether arising from negligence or breach of Agreement.

12. CONTACT US

For any further enquiries and information, please contact us on 235 0250 or info@solarex.mu or at our showroom.