

Terms and conditions High Solar

DBD: 0205565045078

1. General

1. These conditions apply to every agreement between High Solar including the sales of solar panels, and all applicable materials and installations in connection with what is further agreed on, the installation, and all requests and offers from there on.
2. These terms and conditions apply to High Solar Co., LTD with DBD/Tax ID: 0205565045078.
3. Any changes of terms and conditions requested by the customers and need written confirmation from High Solar.

2. Agreement

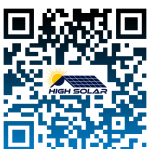
1. All offers from High Solar are without obligation and are only valid as long as supply or stock allows.
2. An agreement is settled between High Solar and the customer as soon as the customer has given High Solar a signed agreement and this agreement has been accepted by High Solar.
3. All data, assumptions, estimates, and other factors that are issued to the customer that is used as a foundation for the decision of the buyer are at the buyer's discretion and risk.
4. The estimated yearly energy production is considered a speculative amount and High Solar does not warrant any rights toward this estimation.

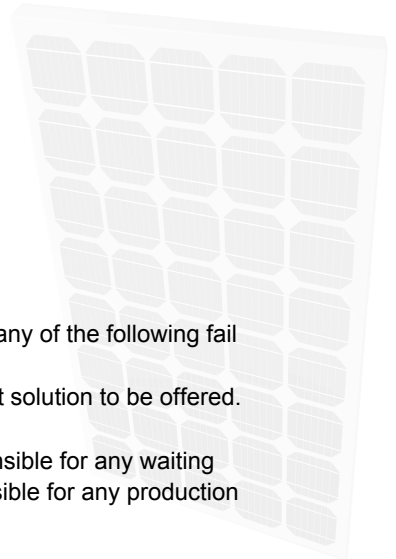
3. Delivery, risk, and ownership

1. Ownership of ordered goods is transferred to the customer at the moment these goods have arrived on the premise of the owner and/or are installed on the premise of the owner.
2. For delivery, an appointment will be made between High Solar and the customer. This delivery may be done by High Solar or 3rd party delivery service or direct supplier to the customer.
3. Delivery past the delivery term does not result in a breach of contract or agreement and nor does this result in damages or compensation for the customer.
4. The risk of materials delivered by High Solar will be for the customer as soon as the goods have been delivered to the premise of the customer. As stated in article 3.1.
5. All delivered materials and services according to the agreement shall remain the property of High Solar until the customer has paid for them in full including potential damages, costs, and interests.
6. High Solar does not reimburse hours/days for solar production and contractors in case the installation is delayed due to force majeure or natural causes. In case the installation can not be completed on the planned date.
7. In the case of article 3.6, High solar is obliged to make a new appointment to install the installation within 4 weeks of the original installation date.
8. High Solar does not offer compensation if the installation is delayed due to force majeure or natural causes.
9. The customer is responsible for a stable internet connection at the location of the inverter. High Solar is not responsible for a home internet network like Wifi or UTP cable.
10. The offered MEA or PEA service for returning power to the grid is dependent on government regulations that change yearly and is not a guaranteed service by High Solar.

4. Force majeure

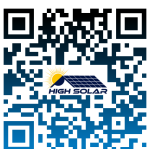
1. High Solar has the right to use force majeure in case the installation or partial installation cannot be installed due to weather conditions or other issues that hinder High Solar to install or complete the installation on time. This includes supply chain issues, services, and components issued by 3rd parties, and business interruptions.
2. If the force majeure lasts for more than 6 months, then High Solar's obligation to the customer will be voided. And High Solar will cancel the agreement in writing to the customer according to article 9.





5. Warranty

1. High Solar is responsible for the decent quality of its materials and services. In case any of the following fail within the warranty period High Solar will repair, replace or reimburse parts of: Mounting, Solar Panels, Inverter, cabling, and breakers. It is up to High Solar on what solution to be offered. (delivery and transportation costs are excluded from this)
Repair or replacement will only be done within Thailand, and High Solar is not responsible for any waiting periods for the resupply of this material or service. And High Solar will not be responsible for any production losses or other losses during this warranty period.
2. For warranty claims the customer requires to show the original printed invoice.
3. Repair or replacement of solar panels or other parts does not extend the warranty period. The original warranty period will remain.
4. The customer has a period of 7 days from the completion date to issue any shortcomings from High Solar in terms of the agreement. After that period any obligation to the customer will be voided.
5. Complaints or issues for materials or services of High Solar, on penalty of any entitlements from High Solar need to be communicated to High Solar within 1 month of determination.
6. Warranty is voided in case:
 - a. In case the storage, placement, testing, setup, installation, inspection, maintenance, or use aren't according to the specifications set by High Solar.
 - b. The High Solar-supplied solar panels are misused or not set up in an intended way according to High Solar.
 - c. In case the customer makes changes, additions, or maintenance by 3rd parties without permission from High Solar.
 - d. The customer doesn't take direct action to the following obligations in the terms below.
 - e. Excluded from warranty are:
 - i. Damage to the solar panels because of fire, explosions, flooding, tree fall, tree material, direct and indirect lightning strike, earthquake or volcanic eruptions, atomic reactions, war, dangers of war, civil war, or public unrest.
 - ii. Damage to panels from 3rd parties that aren't related to High Solar.
Linked to the use of materials, chemicals, or construction and building materials.
 - iii. Damage is done by animals, vandalism, theft, or molestation.
 - iv. Damage is done by extreme weather events like hailstorms, whirlwinds, tornados, sandstorms, etc.
 - v. Damage is done by corrosive materials and vapor from liquids, cement, chalk, paint, and cleaning materials.
 - vi. Damages and indirect damages occurred by (custom) materials or work on the installation not recognized by high solar, but installed on special request by the customer.
 - vii. Damages occurred because of movement or shape changes in roofing construction, general construction, or any supporting construction not delivered by High Solar.
7. Solar panels and mounting of solar panels provided by High Solar warranty will not exceed the warranty term issued by the manufacturer or distributor who warrants these materials.



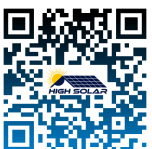


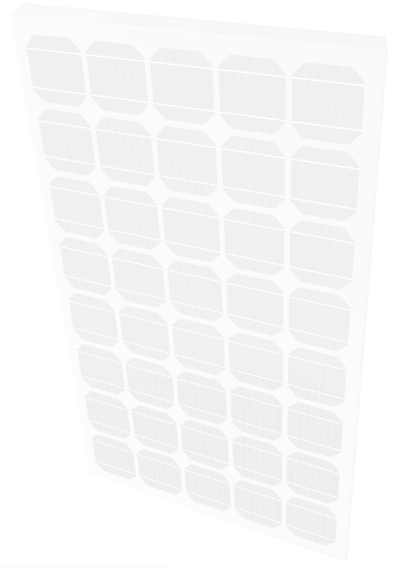
6. Liabilities and indemnification

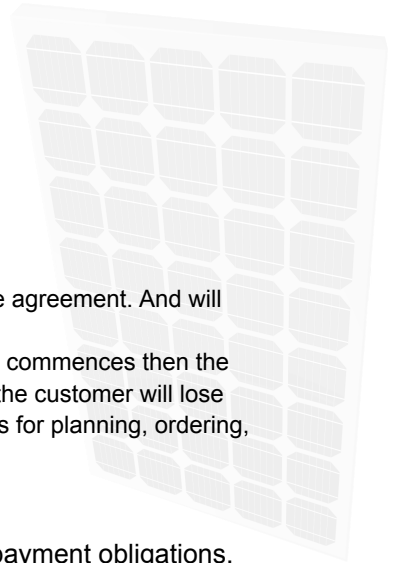
1. The liability of High Solar in connection with shortcomings is limited to what is mentioned in article 5 surrounding warranties.
2. In cases High Solar has caused damages to the customer and has to issue compensation for suffered damages to the customer, the compensation amount may not exceed the invoiced amount to the customer. In case High Solar has liability insurance and the insurance company compensates damages then the amount issued by the insurance company will be issued to the customer.
3. Indirect damages are excluded from liability.
4. High Solar, its employees, or 3rd party contractors can not be held responsible for (additional) compensation when damages to the customer have occurred by High Solar, its employees, or 3rd party service providers.
5. In case of liability limited, excluded or determining conditions, in connection with supplied installation by the supplier or 3rd party materials and or installation the customer accepts these liabilities are for the customer and not related to High Solar.
6. Employees or 3rd party contractors hired by High Solar are covered by the same Terms and Conditions High Solar has between the company and the customer. And is limited to the agreement between High Solar and the customer.
7. The customer will not include additions/changes/modifications with the High Solar employees or 3rd party contractors outside the written agreement between the parties which will only benefit the customer.
8. The customer is responsible for having an electrical installation that is permitted by the MEA or PEA for requesting a different meter or tariff.
9. High Solar is not responsible for any missed income or turnover for returning power to the grid that exceeds government rules and regulations.
10. High Solar is not responsible for any request or rejection by the MEA or PEA in relation to requesting to return power to the grid.
11. The customer has the right to a refund of the MEA / PEA service if the request for a different tariff, meter, or project with the MEA or PEA is denied or rejected. The maximum amount for a consumer installation is 5000 THB and for a commercial installation 9000 THB.

7. Payment and Security

1. In case not further specified or agreed on.
The customer will pay a 10% reservation fee for signing on to the installation and accepting the conditions for ordering.
The customer will pay 80% more 5 days before the delivery of the materials or installation.
The customer will pay 10% more within 5 days after completion of installation, and the customer may withhold final payment until the installation has been completed to the agreed specifications of the installation.
2. The customer cannot use any credit from the customer or other parties to complete the payment. And Warranty issues can't void the customer from completing the payment to High Solar.
3. In case the customer neglects to pay the amount due on time to High Solar, the customer will be without notice of default. And High Solar will be immediately voided of any commitment to the customer until this amount has been paid.
From the first day of the negligence of pay, the customer will be responsible for any interests in the remainder of the month or months following. The interest amount will not exceed the maximum amount of interest set by Thai law.
4. In case High Solar cannot establish an internet connection with the inverter. (because of no internet or connection possible). If the installation is working properly, the customer still has to comply with his/hers payment duties.
5. Any available account(s) for monitoring the solar panel installation will be issued after complete payment has been made.







8. Cancellation by the customer

1. The customer can cancel their agreement with High Solar within 7 days of signing the agreement. And will receive a full refund of the reservation fee and possible deposit made.
2. If the customer wishes to cancel after this period and/or 5 days before the installation commences then the customer is committed to the agreement and if the customer still proceeds to cancel the customer will lose its reservation fee of 10% to High Solar. During this period High Solar has made costs for planning, ordering, materials, labor, and a refund wouldn't be possible.

9. Cancellation by High Solar

1. In case the customer doesn't comply (on time) with one or more of his/hers payment obligations. Is in or near the state of bankruptcy, requests delayed payment or has his/hers assets partially, or fully seized. Then High Solar retains the right to a partial, or full installation. High Solar may decide to void all agreements with the customer. Without the rights of (partial) reimbursements to the customer.
2. In case the agreement is void due to article 9.1 High Solar has the right to take the savings the customer retained from the installation to cover costs, damages, and interest to High Solar.

10. Privacy

High Solar requests customer information for quoting, invoicing, and communication purposes. Further personal details are used to agree with the customer. Internally this information is used for working on product specifications, risk assessment, and marketing purposes. If you don't wish to receive any news and updates from High Solar please inform us at info@high-solar.com.

11. Disputes and Applicable Law

This agreement is made under Thai law, all issues between the customer and High Solar in terms of the agreement will be handled by the jurisdiction of the Court in Pattaya Thailand.

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