

General Terms & Conditions

These terms and conditions are in relation to business and work carried out by **PVTECH RV Solar (trading as PVTECHRV Service & Repairs)**, and hereinafter referred to as **PVTECHRV Solar**.

1) Introduction

A contract is formed between a customer (referred to as the “Customer”) and PVTECH RV Solar when a Quotation has been accepted by the Customer. The accepted Quotation shall hereinafter be referred to as the “Order”. The Order may be in written, verbal, or electronic form. The Product or Service shall mean any product or service that is provided by PVTECH RV Solar to the Customer. These conditions do not affect your statutory rights.

2) Supply

PVTECH RV Solar agrees to supply the product(s) or service(s) to the Customer as detailed in the Order and according to the terms and conditions of this contract.

3) Rights Reserved

Should PVTECH RV Solar choose not to enforce any or all of these conditions it should not be interpreted as a waiver of any of PVTECH-RV Solar’s rights. By providing PVTECH RV Solar with an Order, the Customer accepts these terms and conditions.

4) Payment

PVTECH RV Solar shall issue an invoice to the Customer in respect of products or services supplied, or to be supplied. Payment terms will be stipulated on any invoice issued by PVTECH RV Solar. These may include non-standard or special clauses which PVTECH RV Solar may reasonably request of the Customer. PVTECH RV Solar reserves the right to charge interest on overdue amounts at an annual rate of 5% above the Reserve Bank of New Zealand base rate ruling on the date payment is due. Title in the goods or services shall remain with PVTECH RV Solar until full payment has been received unless otherwise stipulated in the Order.

5) Health & Safety

PVTECH RV Solar and Customer will act in accordance with all relevant health and safety requirements in order to provide the product(s) or service(s).

6) Work Description

Unless otherwise agreed, the Customer accepts PVTECH RV Solar’s decision on any changes within the product(s) or service(s), provided these do not diminish or downgrade the product(s) functional performance. The work description shall be limited to the scope of the Order as agreed with the Customer. Any alterations or changes requested by the Customer require acceptance from PVTECH RV Solar and will incur additional costs unless otherwise agreed in writing.

7) Booking Fee/Cancellation

If requested by PVTECH-RV Solar, monies paid by the Customer to reserve the product(s) or service(s) of PVTECH RV Solar will be accepted as a Booking Fee, If the Customer cancels the order less than two weeks prior to PVTECH RV Solar supplying the product(s) or service(s), the Customer will forfeit the Booking Fee(s) already paid. The Customer may re-schedule the Order to an agreed later date provided this date does not exceed 3 months from the date of the original booking. If the Customer requests the re-scheduling of the Order booking, this shall not affect the booking fee forfeiture unless otherwise agreed by PVTECH RV Solar.

8) Liability

PVTECH RV Solar accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of PVTECH RV Solar being unable to supply the product(s) or service(s) as specified in the Order, liability shall be limited to the total invoice value – or monies already paid by the Customer.

9) Copyright

Unless otherwise stated in the Order, PVTECH RV Solar retains copyright in all their Original Material, Original Material includes products or design drawings, calculation templates, logos and graphics, printed material and any other design work commissioned by the Customer in relation to the Order. The Customer must ensure that permission is sought for the inclusion of any copyrighted material they supply to PVTECH RV Solar to enable them to deliver the product(s) or service(s), the Customer agrees to indemnify PVTECH RV Solar in the event of any breach of copyright claims being brought against PVTECH RV Solar in respect of material supplied by the Customer.

10) Data Protection

PVTECH RV Solar has the right to record, store and distribute any video, photo and audio data on its premises and on the premises or private property of any customer they are currently providing a service to for security and marketing purposes unless agreed otherwise.

11) Complaints Procedure

In the unlikely event of a dispute over the supply of product(s) or service(s), the Customer and PVTECH RV Solar agreed to accept the findings of a professional mediation service acceptable to both parties. Any disputes must be notified within 28 days of the Customer receiving the product(s) or service(s).

12) Care and Damage to client property

Whilst every care is taken in the handling of the Customer’s property, PVTECH RV Solar accepts no responsibility whatsoever for any loss or damage, howsoever caused, or any other loss by unforeseen circumstances whilst services are being carried out at a Customer’s property. Liability for such loss or damage will be limited to the replacement or repair cost of the damaged property.

13) Right of Assignment

PVTECH RV Solar retains the right to assign the supply of the product(s) or service(s) to the Customer to another suitable product or services provider should they be unable to complete these terms and conditions.

14) Expenses

PVTECH RV Solar retains the right to charge out-of-pocket expenses incurred in providing the product(s) or service(s) – subject to being able to provide the Customer with proof of expenditure. All out-of-pocket expenses will be charged at cost.

15) Confidentiality

Unless otherwise agreed PVTECH RV Solar will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the Customer shall keep confidential any methodologies and technology used by PVTECH RV Solar to supply the product(s) or service(s).

16) Basis of law

These Terms and Conditions and any accompanying letter, invoice and/or contract are governed by the laws of New Zealand.

ENDS

For further information about these terms and conditions, please contact: Kevin Hope, PVTECH RV Solar, Mobile: **022 307 6736** email: **pvtechrvsolar@pm.me**