

OVERVIEW

This website is operated by Dynamic Solar Systems Limited. Throughout the site, the terms “we”, “us”, “our”, and “Dynamic Solar” refer to Dynamic Solar Systems Limited. Dynamic Solar 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 in this document.

By visiting our site and/ or purchasing one of our products or services, you engage in our “Service” and agree to be bound by the following terms and conditions, 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.

Any new features or tools which are added to this website shall also be subject to these Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions 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 powered by Wix.com Limited and they provide us with the online e-commerce platform that allows us to sell our products and services to you.

ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least 18 years of age, or that your legal guardian is at least the age of majority in your state and has the authority to grant you permission to use this site.

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

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

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.

SHIPPING INFORMATION

Shipping charges are listed for three different regions: Auckland, North Island, and South Island. The charge is related to the total weight of the order, where orders below 10kg are \$10 for shipping within Auckland, \$10 for shipping within the North Island, and \$15 for shipping to the South Island.

For orders between 10kg and 30kg the prices are double what they are for below 10kg.

For orders above 30kg the rate is \$35 regardless of location.

If there is an error at checkout and the shipping charge is different from the values mentioned above, Dynamic Solar reserves the right to amend your order accordingly which will result in either an additional invoice, or refund being issued to you for the difference in price.

We pack all our shipments as carefully as possible to minimise any chance of damage. This includes packing solar panels in cardboard cartons, wrapping and strapping some packages on pallets, and adding Fragile tape and "Do not Stack" cones as preventative measures. It's not common, but occasionally items can be damaged in transit. To ensure that we are able to

promptly replace any damaged components, please follow these guidelines from our Freight Carrier when your goods are delivered.

For orders marked as fragile the delivery driver is required to wait while you check everything, so please:

- Do NOT sign for your items immediately.
- Carefully check all items individually for visible damage. Remove them from their packaging if there is any doubt.
- Only sign for your items if you are satisfied that there is no damage.

If you do find that anything has been damaged or you are unsure, refuse to sign for it, and report the damage to us as soon as possible.

Please note: Once you sign for the goods, you accept full ownership for the goods in their current condition, and we are unable to replace any damaged components. If you give Authority to Leave, neither Dynamic Solar nor the courier company have any responsibility to replace damaged goods. We will however happily replace **faulty** products under warranty.

If you do find anything broken, we will endeavour to replace it as soon as possible, but it remains your responsibility to check for damage BEFORE you sign for your goods. If these guidelines are not adhered to, you are responsible for the cost of damaged goods.

If you have any questions, please don't hesitate to contact us by emailing info@dynamicssolar.co.nz

FREE SHIPPING POLICY

During certain times of the year, to be decided entirely at our own discretion and without notice, Dynamic Solar may offer a free shipping promotion. This promotional deal offers free shipping for any order which meets the following criteria:

- The total value of the order is at least \$150 NZD including the value of GST
- The order is being delivered to a private (non-company) address, within New Zealand.
- The total weight of the order is below 30kg, and
- The order does not contain any special order* products or products marked as "dangerous goods" such as deep-cycle batteries and hazardous chemicals.

**Note: A special order product is one which has been marked on our website and is not held in stock at our warehouse. Such products have longer shipping times and are priced accordingly.*

***Dangerous Goods are products which must have additional requirements to be shipped.*

These are often products above a certain weight, or which contain hazardous chemicals such as lithium batteries, cleaning solutions, or solvents. Such products will be marked on our website.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change at any time 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.

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 [Returns 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.

Some images show a product whose appearance may not exactly match that of the products which you may receive, although we make every possible effort to ensure the images on our site are up to date, we are not responsible for any products whose appearance is not satisfactory to the consumer provided its specifications and functionality are accurate as stated on the website. As stated in our [Returns Policy](#), we will not return or exchange products solely due to an appearance which does not exactly match that of the images provided on our website, if their functionality is correct.

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 any time without notice, at our sole discretion. 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.

Unpaid Invoices and Charge Accounts

We reserve the right to enforce the payment of invoices or bills by their due date.

Any invoice or bill that is unpaid by 7 days after the initial due date will begin to accrue interest at a rate of 0.8% each day until the invoice is paid

Any unpaid invoice or bill will also incur a \$20 late-payment fee.

Dynamic Solar reserves the right to enforce or waive these terms of unpaid invoices and/or bills at our sole discretion.

Dynamic Solar may at any point modify these conditions of unpaid invoices without notice.

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 judgement, 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 details, please review our [Returns Policy](#)

THIRD PARTY SERVICES

We may provide you with access to third-party services over which we neither monitor nor have any control nor input. This includes any and all third party installers, designers, or suppliers which we may recommend to you.

You acknowledge and agree that we provide access to such services "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 services 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 and Conditions.

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, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

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.

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.

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. For the purposes of maintenance or improvement to our website or other services.

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 Dynamic Solar, 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. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and Conditions, 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, federal, provincial or state 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.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Dynamic Solar, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, 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 and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms and Conditions 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 and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

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 and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions 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 judgement 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).

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 and Conditions 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 and Conditions).

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

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms and Conditions at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions 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 and Conditions constitutes acceptance of those changes.

PERSONAL INFORMATION

Any and all personal information sent to us is governed by our privacy policy. View our [Privacy Policy](#).

GOVERNING LAW

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New Zealand.

CONTACT INFORMATION

Any questions or queries about the Terms and Conditions should be sent to us at info@dynamicssolar.co.nz