



A member of:



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Renewable Energy, Oil & Gas Consulting Services

(A firm of CHARTERED ENERGY MANAGERS)

“Restoring Your Right to Power Your World”

Correspondence Addresses:

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Terms and Conditions

Welcome to ZenelGie Global consulting ltd!

Thanks for using our product and services. By using our services, you are agreeing to these terms. Please read these terms and conditions carefully before using the website <https://www.zenelloyds.com> operated by ZENELGIE GLOBAL CONSULTING LTD.

By visiting our website, you accept and agree to be bound by the Terms and Conditions of, which shall constitute the entire agreement between you (“The Buyer”) and ZENELGIE GLOBAL CONSULTING LTD (or “we” or “our” or “The Company”).

The Company reserves the right to alter these Terms from time to time without any prior notification or announcements. You should check our website from time to time to take notice of any changes we have made, as they are binding on you.

This document referred to on it dictate the terms and conditions on which we supply any of the products listed on our website to you. Please read these terms carefully before ordering any products from the website as, by doing so, you accept these terms and conditions.

The Terms and conditions are subject to laws of the Federal Republic of Nigeria and the exclusive jurisdiction of the Nigerian courts. If any Term shall be deemed unlawful, void or for any reason unenforceable then that Term shall be severable and shall not affect the validity and enforceability of the remaining terms and conditions.

The Quotation and these terms and conditions together form our contract with you and are binding on you. Please read them carefully and check that you understand them, and that they contain everything that you have agreed to and nothing that you are not prepared to agree to.

1.0 Interpretation

The definitions in these terms and conditions apply to the terms and conditions throughout this document.

“Job Completion Form” the form provided by us to be signed by you to confirm that:

The Installation has been completed and the System has been commissioned; and we have, or our sub-contractor has, explained:

- a) How the System operates; and
- b) How the System should be maintained.

“Company”, “our”, “we” or “us” means ZenelGie Global consulting, a renewable energy firm providing solar EPC project services, a company incorporated and registered in Nigeria whose registered address is at 29 Sakponba Road, Benin City, Edo State, Nigeria.

“Completion” means the Installation of the System at the Property and the demonstration to you of the operational availability of the System in accordance with the “Quotation” but excluding any minor faults which do not affect the operational availability of the System, which we will endeavour to correct as soon as practicable after completion.

“Contract” the contract that is formed between you and us in relation to the Installation (following your signature on the Quotation and Survey Form). This Contract incorporates the Terms and the Conditions and the Quotation.

“Deposit” the sum specified as the deposit in the Quotation.

“Deposit Confirmation” is the letter from us to you to confirm that we have received your Deposit.

“Force Majeure Event” means any event outside our reasonable control.

“Installation” is the standard installation of the System (as specified overleaf);

“Liability” means actions, awards, costs, claims, damages, losses (including without limitation any direct or indirect consequential losses), demands, expenses, loss of profits, loss of reputation, judgments, penalties and proceedings and any other losses and/or liabilities.

“Non- Standard Installation” includes standard Installation criteria plus any extra or additional works at the Property specified in the Quotation or as otherwise agreed by us or as specified within the Survey Form to allow the Installation.

“Party” either you or the Company.

“Property” the property stated in the Quotation and Survey Forms that is owned by you at which the Installation is to be carried out.

“Quotation” a written quotation for the installation of the System, the Quotation’s contents being subject to the contents of the Survey of the Property.

“Survey” the Company’s or our sub contractor’s survey as to the suitability or otherwise of the Property for the installation of the system as stated on the Quotation.

“Survey Form” the forms provided by us as to the suitability or otherwise of the Property for the Installation.

“System” the system agreed to be installed by us at your property as set out in the Quotation.

“You” means the person who contracts with us named in the Quotation.

“Work” means any services and/or work to be performed by us for you; and

“Writing” or “written” includes faxes and e-mail.

2.0 Purchase of systems and monitoring services

You agree to purchase the system from the company for the contract price on and subject to the terms of the contract

2.1 Once you have agreed to purchase the system, you must sign where indicated. We will accept a written or electronic signature as well as written approval via telephone or any mean of electronic message.

2.2 We agree to supply and make available the System. We will install the system at your installation address.

2.3 We will only sell any system to you immediately before installation by the installation team at your given address. Prior to that, we will have no obligation under the contract to sell any system to you.

2.4 Where your system has the technical capability for us to access it remotely, you will authorize us to remotely access your system in order to collect data in connection with your usage and use it for our business purposes, monitor performance of the system, provide remote diagnostic support, provide alerts to you, upgrade software in the system and provide other services from time to time as the need may arise.

2.5 The company gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by the company as part of the services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the services as provided by ZenelGie Global consulting, in the manner permitted by these terms.

You may not copy, modify, distribute, sell, or lease any part or our services or included software, nor may you reverse engineer or attempt to extract the source code or the software, unless laws prohibit those restrictions, or you have our written permission.

3.0 Nature of Contract

3.1 This contract is a contract for sale of the relevant system only just before it is installed by the installation subcontractor at the installation address. It is not a contract to install a system or connect a solar electricity system to the electricity grid.

3.2 Nothing in this Contract obliges or otherwise requires us to carry out residential, domestic or specialist building work or installation.

4.0 Ownership and Risk

4.1 Ownership of a System will pass to you upon the earlier of:

- (a) The point in time immediately before the system is installed at the installation address; and
- (b) Payment in full of the amount payable for that system.
- (c) Risk in the system will pass to you when that system is installed at the installation address.

5.0 Payment

5.1 The Contract price is payable in the following stages:

- (a) A deposit of 70% when the Quotation is signed.
- (b) The balance on Completion of the Installation; and
- (c) All payments must be made at the appropriate stages before we can carry out the next stage of the work.
- (d) We will accept payment of the contract price by bank draft or building society cheque; or personal cheque payable to the company; or debit card; or Visa or MasterCard credit card.

5.2 We reserve the right to add interest at the rate of 4% above the Central Bank of Nigeria base rate calculated on a daily basis on any sum due from you to us which is overdue by 30 days or more.

6.0 Authority to Install

You authorize the company to install the System which you have selected, at the installation address.

6.1 If you have selected a solar electricity system, then you also authorize us to connect that system to the electricity grid (or to arrange for the connection of that system to the grid). You warrant and represent that:

- (a) You are the owner of the installation address or have procured the owner's express consent to these terms.
- (b) You have obtained all consents and approvals required for the installation for subcontractor to install the system at the agreed and or given address, from the owner; and

(c) The roof of the property at the supply address is structurally sound to accommodate the load of the system, including the base and frame (you may need to obtain a structural engineering report to make this warranty and representation).

(d) You must ensure that the company has enough access to the installation site at whatever times they may reasonably require, in order to install and monitor the System.

(e) You shall agree to execute whatever documents the company may reasonably require executing, and to take whatever other action the company may reasonably require in order to permit the Installation of the System you have selected, and in the case of a solar electricity system, the connection of that system to the electricity grid.

7.0 Refunds

7.1. If you paid the company money under this Contract, but the Contract terminates for any of the following reasons before the installation of the System at your given address, the company would promptly refund all of the money you paid:

(a) If we have not delivered and installed the System at the given address within one month after the original starting date, and you choose to terminate the contract.

(b) If we give you notice of a price increase, and you choose to end the contract rather than accept the price increase; or

(c) Grid connection approval is refused by the appropriate authorities.

(d) If any of the equipment quoted is unattainable and you do not agree to equipment of a similar quality to be substituted.

(e) If the final system design is significantly different to that quoted for in the contract, and you have not agreed to the changes in writing or in any other way subject to our discretion.

8.0 Installation

8.1 The installation team will be qualified and experienced and will be duly licensed and or registered.

8.2 If the Installation personnel causes any damage to your property during the installation of the system at your installation address, we will enter into a contract with an appropriately qualified third party to repair that damage, provided that you notify us of the damage within 2 weeks after installation of that system.

8.3 If and when any System is installed, the installation team will use its best endeavours to install that System in a position that is likely to maximize the performance of the System.

9.0 System Performance

9.1 For solar electricity, the performance of a System is subject to several variable factors, including, but not limited to: the number of hours of sunlight, cloud cover and weather patterns; the location of the System; and the location of the surrounding structures and flora.

10.0 Post-Installation

Post-installation of the system, we will demonstrate how you can measure energy output

10.1 We will also demonstrate how you can appropriately maintain your system on a regular basis. If required, we may provide you with maintenance documentation.

10.2 We will also provide you with a list of equipment, warranty information, equipment manual, equipment handbook and array frame engineering certificate.

11.0 Warranties

11.1 The company will repair or replace a system, in accordance with the Warranty, terms and conditions provided by the Product manufacturer. The Warranty is valid only if the Product is used as instructed and is not tampered, opened, modified and/or used in other ways not authorized by the company. The Warranty period is as set out in the instruction manual for the relevant Product.

11.2 Upon purchasing any additional Product, the warranty (including the Warranty period) for such Additional Product will automatically include the control box contained in any previously purchased Gateway Product.

11.3 The company reserves the right to accept any Product that is returned under Warranty. If the system is faulty in any way, the customer should return it to for repairs or replacement.

11.4 ZenelGie Global consulting limited Agrees To:

11.4.1 Inform of Approval

The company will communicate approval or disapproval of the agreement to the Customer by SMS, email, or phone call within 7 days, thereby granting a limited license for the use of the necessary software code.

11.4.2 Activate the Product

The company will ensure the product is activated once the Deposit Fee is received. The company reserves the right to offer a customer a discount or any other preferential terms at its discretion.

11.4.3 Repairs or Replacement in Warranty Period

The company will repair or replace the Product in accordance with the Warranty terms and conditions. The Warranty is valid only if the product is used as instructed and is not tampered, opened, modified or used in other ways not authorized by the company. The Warranty period will commence on the day of this agreement or the date the Product is activated, whichever is earlier. The company reserves the right to accept any Product that is returned under Warranty. If the Product is faulty in any way, please return it to your nearest qualified dealer for repairs or replacement.

11.4.4 Protect Data

The company agrees to protect customer's data in accordance with the prevailing data protection and consumer protection laws unless required to disclose such information by law or in accordance with these Terms and Conditions. The company shall have absolute and sole ownership of the carbon credits obtained from the usage of the Product and of the data which is obtained by the Customer's use of the Device.

11.4.5 Installation for ZenelGie Global's Products

The company shall train its agents on how to install the Products and shall certify that such Products are in good working condition upon installation with confirmation by the Customer. Where the Customer chooses to install the company's product on his or her own without the assistance of a ZenelGie Global's certified installer, the customer shall be liable for any negligent in handling which leads to the failure of the product to perform as expected. This includes any damage or breakage suffered during installation. The company's Warranty extends to the failure of the Product to function due to any manufacturer defects notwithstanding whether the device is installed by the company's installer or the Customer.

12.0 Limitation of Liability

12.1 We will not be liable to you if we are prevented or delayed from complying with our obligations under the contract by anything you or anyone acting on your behalf does or fails to do.

12.2 We will have no liability for any liability caused or contributed to by your continued use of the system after any defect and/or damage to the system has become apparent or suspected or should reasonably have become apparent to you.

12.3 We will have no liability for defects in the installation and/or system caused or contributed to by you to the extent so caused and/or contributed.

12.4 We will have no liability to you except for those caused by any breach of this contract by us.

12.5 We will have no liability to you for any liability neither you nor we could foresee at the date of this contract.

12.6 We shall have no liability to you for any:

12.6.1 Consequential losses.

12.6.2 Loss of profits and/or damage to goodwill.

12.6.3 Economic and/or other similar losses; and/or

12.6.4 Special damages and/or indirect losses.

12.7 Our total liability to you in relation to this contract shall not exceed 125% of the total price of the System supplied to you under this contract.

12.8 All warranties, terms, conditions, and duties implied by law relating to fitness, quality or adequacy are excluded to the fullest extent permitted by law.

12.9 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

(a) Liability in contract (including fundamental breach).

(b) Liability for breaches of any duty of care (including negligence); and

(c) Liability for breach of laws imposing obligations on us

12.10 You will where reasonable, give us a reasonable opportunity to remedy any matter for which we are liable before you incur any costs and/or expenses in remedying the matter yourself. If you do not do so we shall have no liability to you for that matter.

12.11 You will where reasonable, produce to us written evidence of any claims for which you allege we are liable together with written details of how the loss was caused by us and the steps you have taken to mitigate the loss before we shall have any liability for the claim by you.

12.12 The limitations in this contract are necessary to allow us to provide the system and installation at their current prices.

12.13 If you require greater protection then we will agree to modify the limitations above in return for the payment of a higher price for the system and/or installation.

13.0 Events outside of our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions that is caused by a force majeure event.

13.2 Our obligations under these terms and conditions are suspended for the period that the force majeure event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to find a solution by which our obligations under these terms and conditions can be performed despite the force majeure event.

14.0 Other Provisions

14.1 Dispute Resolution: If any dispute arises in connection with this warranty, the parties shall attempt to resolve the dispute in good faith. If the dispute is not resolved within 28 days of the dispute arising, either party may commence legal proceedings in the Nigerian courts to resolve the dispute.

14.2 Severance: If any court or competent authority finds that any provision of this warranty (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this warranty shall not be affected.

14.3 If any invalid, unenforceable or illegal provision of this warranty would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.

I, _____ do hereby agree with the above terms and condition on the
____ day of _____ 2022.

Customer`s Signature _____

(Note to Customers: (i) Please sign and return a copy of this Terms & Condition to the Sales Department and keep a copy for your record. (ii) Customers who accept this T&C online should download a copy for signature and return as appropriate).