

TERMS OF ENGAGEMENT AND PAYMENT POLICY

1. PREFACE

- 1.1 SolaElec (Pty) Ltd (hereafter referred to as "SolaElec") provides residential and commercial solar installation services, general electrical services as well as solar system maintenance services to clients in South Africa.
- 1.2 All work carried out by SolaElec is subject to the terms and conditions set out below.
- 1.3 The terms and conditions of this Agreement supercede any prior agreement between SolaElec and the Client.
- 1.4 SolaElec will ensure, subject to any extraneous circumstances, that the work performed and Services rendered in terms of this Agreement are delivered in a timely manner and are performed with reasonable care and skill.
- 1.5 The rendering of the Services by SolaElec is subject to the adherence, by the client, to the payment terms in clause 3 below.

2. COMMENCEMENT AND TERM OF THIS AGREEMENT

- 2.1 This agreement will commence upon written advisement of acceptance of a valid SolaElec quotation, and the payment of 60% of the total amount in this quotation. By making a deposit of the quotation, the client confirms that they have read, understood and agreed to these terms of engagement and payment policy. The 60% deposit can also be changed to a higher or lower value subject to the project scope or as advised by SolaElec at any time.

3. FEES AND PAYMENT STRUCTURE

- 3.1 A deposit, normally 60% is payable to secure a time slot for the installation.
- 3.2 The product pricing reflected in this quotation is valid for 14 days or while stock lasts, thereafter, pricing and stock levels may be subject to change without prior notice.
- 3.3 Once the deposit is reflected in the bank account, the date and time for the installation will be confirmed.
- 3.4 The balance and all other outstanding amounts must be paid within 24 hours of completion of the installation.

- 3.5 The balance amount and all other outstanding amounts must be paid in terms of clause 3.4 irrespective of outstanding Certificate of Compliance (COC) and/or Home Owners Association (HOA) or Municipal Small Scale Embedded Generation (SSEG) registrations. See 4 as below for COC payment terms.
- 3.6 Any additional services requested by the client that are not covered by the quotation will incur additional charges. Any additional costs will be quoted and presented or advised to the client for approval before the work commences.
- 3.7 All fault-finding exercises and/or services conducted on site are charged at an hourly rate and materials are charged separately. These additional amounts will be invoiced based on the faults uncovered on site and are payable in terms of clause 3.4 above.
- 3.8 If the required fee in terms of clause 3.4 is not paid in a timely manner, SolaElec reserves the right to immediately suspend or withdraw the services and/or to charge interest at a rate of prime plus 2% on any overdue accounts. SolaElec reserves all its rights to all remedies available to it at law in order to recover the money owed to it.
- 3.9 Payment of the deposit and the balance is to be made to:

Bank: First National Bank
Account Holder: SolaElec (Pty) Ltd
Account Number: 63004114780
Branch: 210835
Reference: Client Name/Site Address/Invoice number/Quote number
Proof of Payment to: info@solaelec.com

4. CERTIFICATE OF COMPLIANCE (COC) & MUNICIPAL SSEG REGISTRATIONS

- 4.1 The client acknowledges that the issuing of the COC and/or the Home Owner's Association or Municipal SSEG Registration may be delayed or take an extended time to complete due to circumstances beyond SolaElec's control.
- 4.2 The client may withhold the direct costs for COC's until such time as they have been issued by the registered electrician.
- 4.3 The client acknowledges that that despite the existence of a COC at the time of issuing this quotation, a new or supplementary COC may be required based on the work done by SolaElec. The costs of which will be quoted and/or included in the final invoice.
- 4.4 All costs for SSEG applications are payable in advance of submission, with successful registration and relevant documentation only being provided once they have been issued by the relevant authorities.

5. PRODUCT WARRANTIES

- 5.1 All solar installations completed by SolaElec include a 1-year installation warranty together with a Certificate of Compliance (COC).
- 5.2 All products supplied by SolaElec have a Original Equipment Manufacturer (OEM) warranty based on the individual product and its suppliers or local distributors. Any changes made by the client to any equipment outside of the manufacturer's suggested settings may cause the warranty to lapse. SolaElec cannot be held responsible for any lapse of warranty.

6. TERMINATION

- 6.1 The Client may terminate this Agreement by serving a 20 (Twenty) days' written termination notice upon SolaElec. Despite the termination notice, SolaElec must be paid for all Fees and Expenses up to the date upon which the termination notice is received.
- 6.2 SolaElec may terminate the Agreement by serving, by e-mail or any other written form, a written termination notice to the Client.
- 6.3 If the client breaches any part of this agreement SolaElec may, among other things, terminate the Agreement, in terms of clause 7 below, without any liability.
- 6.4 Should this agreement be terminated for any reason whatsoever, the Client will make payment of all amounts which the Client may then owe to SolaElec, notwithstanding that the due date for payment of such amounts may not yet have arrived

7. DISPUTE RESOLUTION

- 7.1 Any dispute between SolaElec and the client arising out of or in connection with this Agreement in respect of the payment of the fees will be determined by a court of competent jurisdiction, or should SolaElec so elect, in accordance with clause 6.2 below.
- 7.2 In the event of a disagreement regarding any other aspect of or concerning this Agreement, such dispute may, by agreement between the Parties, be resolved in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by that Foundation.
- 7.3 South African Law will apply to this Agreement.
- 7.4 The Parties agree to the jurisdiction of the North Gauteng High Court.

8. BREACH OF CONTRACT

- 8.1 SolaElec shall, without prejudice to any other rights which it may have in law, be entitled to cancel this agreement with immediate effect, by written notice to the client, in the event that:
- 8.1.1 the client fails to pay any amounts that become payable in terms of this agreement on the agreed date;
 - 8.1.2 the client breaches or fails to satisfy any other provision of this agreement 7 (seven) days after SolaElec has requested the client (in writing) to rectify such breach or failure in terms of this agreement;
 - 8.1.3 an order of attachment be issued against the assets of the client or part thereof;
 - 8.1.4 a provisional or final order for sequestration, liquidation or judicial management is issued against the client;
 - 8.1.5 a resolution is taken for the voluntary liquidation of the client;
 - 8.1.6 an act of insolvency as contemplated in section 8 of the Insolvency Act 24 of 1936, as amended, is committed by the client.
- 8.2 This right to terminate the Agreement does not prejudice SolaElec's right to invoice the Client in respect of the proportion of the Fees and Expenses incurred and outstanding as at the date of the expiry of its termination notice.

9. LIMITATION OF LIABILITY

- 9.1 SolaElec shall not accept any liability for defects in existing installations or in respect of any work or alterations made by any other party to any electrical installations whether it be additions to the current installation or removal of any electrical-related services, goods, or parts during or after the work has been completed.
- 9.2 SolaElec shall not be held responsible for any loss or damage to property, materials, or injuries to individuals caused by the personal actions of the client or other household or workplace members, guests, or staff before, during, or after such work has been carried out.
- 9.3 Neither party shall be held liable for any damages of any kind for delayed or non-performance (excluding payment obligations) if such delayed or non-performance is due directly or indirectly to an event of Force Majeure.
- 9.3.1 For purposes of this agreement, 'Force Majeure' means anything wholly outside the control of a party and include acts of God, war, strike, sanctions or changes in laws, regulations, ordinance or the like made by any competent authority.

- 9.3.2 Failure by either party to perform in accordance with any provision of this agreement (but excluding payment obligations) shall not constitute a breach of this agreement if the failure arose from 'Force Majeure'. In such event, the party in default shall within 48 (forty-eight) hours after the 'Force Majeure' has taken effect, give notice thereof to the other party.
- 9.3.3 If notice as aforesaid is not given by the party in default, the failure to perform will constitute breach of this agreement, and the other party may exercise all rights that it may have in respect thereof.
- 9.3.4 The party in default shall do its utmost to reinstate the performance due in terms of this agreement in the shortest possible time. All obligations not affected by 'Force Majeure' must continue as stipulated herein. If a period of 1 (one) week has elapsed and the condition of 'Force Majeure' persists thereby preventing a party from performing in terms of this agreement, either party shall be entitled to cancel this agreement by notice, with immediate effect.

10. GENERAL

- 10.1 This Agreement shall constitute the entire agreement between the Parties relating to the subject matter hereof.
- 10.2 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this agreement. Any extension, waiver or relaxation, which is given by a Party, shall be strictly construed as relating solely to the matter in respect of which it is given.
- 10.3 No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement and / or whether it was given negligently or not.
- 10.4 No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties.

11. DOMICILIA AND NOTICES

- 11.1 For purposes of any notices and process in terms of or pursuant to this Agreement, the Parties hereby choose as their respective *domicilia citandi et executandi*, the following addresses:
- 11.1.1 The Client: As per contact details on record with SolaElec
- 11.1.2 SolaElec: As per Registered company address.
- 11.2 Any notice or notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by e-mail.
- 11.3 Any notice to a Party:
- 11.3.1 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of such delivery (unless the contrary is proved); or
- 11.3.2 sent by e-mail to its chosen e-mail address stipulated in clause 11.1, shall be deemed to have been received on the day of successful transmission (unless the contrary is proved).
- 11.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.
- 11.5 Any Party may, at any time, change its *domicilium citandi et executandi* by prior notice in writing to the other Party, provided that the new *domicilium citandi et executandi* is in the Republic of South Africa and consists of, or includes, a physical address at which processes can be served.