

TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 **"Business day"** means the normal business day from 08h00 to 17h00 excluding weekends and public holidays;
- 1.2 **"Delivery"** means the delivery of the goods by the company to the delivery address as indicated by the client;
- 1.3 **"Client"** means person or entity who has requested a proposal be done by MetSolar;
- 1.4 **"Company"** means MetSolar (Pty) Ltd, a company duly incorporated in terms of the company laws of South Africa;
- 1.5 **"Goods"** mean the goods indicated on any of the companies' forms, price list, quotation, delivery notes, orders and invoices;
- 1.6 **"The Act"** means the Consumer Protection Act, Act 68 of 2008;
- 1.7 **"Purchase consideration"** means the amount payable by the customer to the company for the goods;
- 1.8 **"Works"** means the installation of the goods at the customers site;
- 1.9 **"Site"** means the premises at which the customer has elected to receive the delivery and installation of the goods.

2 FINANCE/RENT TO OWN OPTION – (IF/WHERE APPLICABLE)

- 2.1 Should the customer wish to rent/finance the goods, then in such event the company will introduce the customer to a financial institution to negotiate their agreement and payment terms with the customer;
- 2.2 In this regard the company will introduce the customer to the relevant financial institution and such financial institution shall determine whether it is willing to advance the client the required credit. The customer acknowledges that such financial institution is completely independent of the company and as such the company will need to negotiate his/her/its own terms of advancing credit to the customer with the financial institution.
- 2.3 Should the customer enter into a binding agreement with a financial institution for the goods and he/she/it elects to cancel such rental agreement, then in such event the customers attention is drawn to the cost implications that apply.
The customer hereby acknowledges that in the event of the company beginning installation of the goods at the elected site and the customer cancels the finance agreement for any reason whatsoever, with the financial institution, then in such event, the company will be entitled to charge the customer all reasonable amounts and the customer further hereby acknowledges that he/she/it will be liable to the company for all such reasonable amounts.

3 TERMS OF PAYMENT FOR CASH OPTION

- 3.1 The company requires that the customer pays a deposit upon official order, detailed on the official quotation.
- 3.2 The customer will pay the remainder of the purchase consideration upon completion of commissioning, testing and handover of documentation.
- 3.3 Availability and ownership of the goods will only pass to the client upon the customer making payment of the full purchase consideration.
- 3.4 All payments will be made by the customer to the company free of any deductions and set off whatsoever. In this regard, the customer will not be entitled to withhold payment or deduct any amount in respect of any payment which is due, to the company.

4 OWNERSHIP & RISK

- 4.1 Notwithstanding that all risk in and to all goods supplied by the company shall pass on delivery, ownership in respect of all goods supplied by the company and delivered shall remain vested in the company.
- 4.2 The company shall be entitled to take possession of any such goods which have not been paid for and in respect of which payment is overdue. The customer hereby waives any right it may have for a spoliation order against the company in the event that the company takes possession of any goods.
- 4.3 Should any amount not be paid to the company on the due date, then, without prejudice to any other right it may have, the company may immediately suspend the carrying out of any of its uncompleted obligations (at the sole risk and cost of the customer) until such time as payment has been made.
- 4.4 Ownership of the goods will only pass to the client when the company has received the full purchase consideration from the customer on completion of the installation

5 PROOF OF INDEBTEDNESS

A certificate signed by a manager of the company (whose authority does not need to be proved) will be prima facie (face value) proof of any amount due by the customer to the company in terms of this agreement.

6 FEASIBILITY ESTIMATES

A pre-feasibility estimate or desktop proposal from the company does not constitute a binding offer by the company and the company reserves the right to withdraw or revise any pre-feasibility estimate at any time.

7 DOCUMENTATION AND MANUALS

General layout drawings including electrical wiring of Solar Modules and Inverters will be supplied at handover.

8 INSTALLATION OF PV PLANT (if included)

The company shall supply and install an array mounting structure including solar modules, fasteners for solar modules, trunking and DC cable.

9 SOLAR MODULES AND INVERTERS – CHECK OEM WARRANTY/GUARANTEED DOCS

- 9.1 Solar Modules installed have 10/12-year Manufacturer's Product Warranty and 25-year linear Power Warranty.
- 9.2 Inverters installed have 5-year Manufacturer's Product Warranty
- 9.3 Batteries installed have 10-year Manufacturer's Product Warranty
- 9.4 Due to stock availability MetSolar reserves the right to substitute panels with comparable high quality tier 1 panels to deliver the same production kWp.

10 TRANSPORT AND DELIVERY

- 10.1 Delivery and installation by the company of the goods will be coordinated and scheduled upon receipt and confirmation of the order by the customer, should the customer be exercising the rental option, then in such event the aforementioned time period may be extended as the customer will need to obtain approval from the financial institution.
- 10.2 The delivery period is based on the current factory information. The delivery period does not make provision for public holidays and annual shutdown periods. The anticipated delivery time is given in good faith and the company shall use its best endeavours to ensure that it adheres to the aforementioned time periods. The company however will not be liable or responsible for delays, caused in the delivery and installation of the goods and accordingly does not accept liability for any penalties, damages or losses of any kind, suffered by the customer as a result thereof.
- 10.3 The time periods referred to in this clause, are made on the assumption that roads to delivery and installation site are sufficient to allow for easy transport and offloading.

11 EXCLUSIONS (IF REQUIRED)

The company will not be liable for and same is not included in any quotations by the company:

- 11.1 Any costs that may arise to strengthen the roof. Weight of Solar system is 14 kg per m².
- 11.2 Cost for staff to attend medicals and inductions.
- 11.3 Cost for customer to witness testing i.e. Flights, Car Hire, Accommodation if required and other allowances.
- 11.4 Supply or installation of any communication interfaces for remote monitoring if not quoted for.
- 11.5 Security, ablution facilities, water and electricity on site.
- 11.6 Municipality/Authority approval costs and meter exchange.
- 11.7 Cost to bring internet connection point to inverter for communications. Hard wire suggested or acceptable Wi-Fi strength, must be confirmed with installation team.
- 11.8 Any unforeseen and additional work on circuits beyond the main distribution board.

12 INDULGENCES

No leeway, extension of time or other indulgence which the company may offer the customer will in any way prevent it from enforcing any of its rights in future, without notice, by requiring the customers strict and timely compliance with each term and condition of this agreement.

13 UNENFORCEABLE PROVISIONS

If any of the terms of this agreement are unenforceable or illegal, void or contrary to public policy then they will be considered to be legally separated from the remainder of this agreement. The rest of this agreement will either remain binding and enforceable.

14 NO CESSION

The customer is not allowed to cede or delegate any of its rights or obligations in terms of this agreement to any other person or organization without the companies written consent. However, it is understood that the company may at any time see or delegate any of its rights or obligations in terms of this agreement to another person(s) or organization without prior notice to the customer or the customer(s) consent.

15 LIMITED LIABILITY

As far as is permissible in law, the company, its Directors, Officers, Employees, Contractors and or Agents shall not be liable for any incidental, indirect, consequential or special damages (which is deemed to include all loss or profit, loss of business, and loss or interruption of production or operation and demurrage or other costs related to the delay of shipment) and which arise from, or in connection with, any cause of action, including Contract, Delict, Strict or Statutory Liability, Indemnities in so far as they may be required to be given.

16 GOVERNING LAW

These terms and conditions shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.

17 JURISDICTIONS

The customer consents to the jurisdiction of any Magistrates Court having jurisdiction regarding any legal action taken by the company against the customer.

18 LEGAL PROCEEDINGS

Should the company elect to take legal action against the customer arising from any breach of any terms and conditions, then the customer acknowledges that the company will have to hire the services of an attorney and/or advocate and/or tracing agent, then the customer will be liable in respect of all legal costs and/or expenses incurred, on an attorney and own client scale plus disbursements, tracing fees and collection commission.

19 FORCE MAJEURE

- 19.1 Notwithstanding to the contrary in these terms and conditions, neither party shall be liable for any loss or damage which may be suffered by the other party as a direct or indirect result of the supply of goods by the company being hindered, delayed, or rendered uneconomical by reason or circumstances or events beyond the companies reasonable control including (but not limited to) act of God, strife, lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining in workman, material or transport or other circumstances effecting the supply of goods or of raw materials therefore, by the companies normal source of supply or the normal manufacture of goods by the companies normal means or delivery of goods by the companies normal route or means of delivery.
- 19.2 If in the event of a force majeure occurs the date(s) for performance of the obligation(s) effected shall be postponed for so long as it may be necessary by the event of force majeure to provide that if any event of force majeure continues for a period of exceeding one (1) month, the company has a right to terminate the contract with the customer by providing written notice of termination of such contract.
- 19.3 Each party shall use its reasonable endeavours to minimize the effects in any event of force majeure.

20 INTELLECTUAL PROPERTY/COPYRIGHTS

The company shall retain copyright of all designs, software and drawings and the customer shall not make designs, software and drawings available to any third party without the prior consent of the company. Ownership of this information will remain the sole property of the company.

21 AMENDMENTS

The company hereby reserves the right to amend the content of these terms and conditions as and when the company deems it necessary.

22 VARIATION

- 22.1 The customer acknowledges that no terms and conditions herein shall be of any force and effect unless the company has in writing, expressly and unambiguously agreed that the terms so sought to be introduced by the customer shall apply.
- 22.2 Without derogating from the generality of the a foregoing, the company shall not be regarded as having so expressly agreed by virtue merely of the company having agreed to execute an order in which inconsistent terms have been introduced by the customer and notwithstanding that the company has not rejected such inconsistent terms.

23 WARRANTIES

No warranties shall be effective unless such warranty is expressly provided for by the company and shall be limited to the extent thereof.

24 Validity

Any Pre-feasibility Estimate given by the company to the customer is **valid for 14 days from the date of providing such proposal and is subject to change without prior notice with change in exchange rate.**