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Sun Solve Co (Pty) Ltd. (T/A 'Sunsolv')

Terms & Conditions of Sale

1. Definitions

- 1.1. **"Call Out Fees"** means a fixed fee of R1 000 (one thousand Rand) per hour excluding VAT (the "Local Call Out Fee"), and an additional travel charge of R5 (five Rand) excluding VAT per kilometre as well as any overnight accommodation charges incurred, applicable to Client premises located in excess of 25 km (twenty five kilometres) from either the Cape Town CBD, Johannesburg CBD, George CBD, Durban CBD, Kathu CBD or Gqeberha CBD (the "Regional Call Out Fee");
- 1.2. **"Client"** means the person, either natural or juristic, to whom this proposal is addressed;
- 1.3. **"COC"** means a certificate of compliance as the context may suggest;
- 1.4. **"Component(s)"** means all items such as inverters, batteries, photovoltaic panels, parallel boxes, battery management systems, electric vehicle chargers (inclusive of point-of-sale terminals), LED advertising screens and remaining balance of components used in conjunction to create a System for the Client's intended use;
- 1.5. **"Component Failure"** means a specific Component no longer being of operational use due to a malfunction in its hardware or software;
- 1.6. **"Commissioning"** means online registration of the System for use with the original equipment manufacturer (OEM);
- 1.7. **"Electrical Circuitry"** means the specific arrangement of existing built-in electrical elements and modules used at a premises to provide its occupants with useable access to an electrical supply from the grid or other source;
- 1.8. **"Handover"** means completion of the System installation process as approved and signed off by the Installer and Client;
- 1.9. **"Installation Commencement"** means the point in time when the Installer first arrives at the Client premises to carry out the agreed installation;
- 1.10. **"Installation Failure"** means a malfunction other than a Component Failure which renders the Clients System inoperable;
- 1.11. **"Installer"** means an employee or approved external contractor who performs the Client System installation on behalf of SS;
- 1.12. **"Sunsolv"** herein referred to as "SS" means Sun Solve Co (Pty) Ltd. (registration number: 2023/967032/07) with its registered address at 4 Rooibekkie Street, Denver Park, George 6529;

- 1.13. **"System"** means a combination of Components connected in such a manner as to convert solar energy into electrical energy and deliver and/or store such electrical energy at the Client's Premises for their intended use;
- 1.14. **"VAT"** means value added tax imposed under the Value Added Tax Act 89 of 1991;

2. Quote Period & Exclusions:

- 2.1. Period - this financial quote is valid for 30 (thirty) calendar days from the date of dispatch from SS to the Client, after which SS reserves the right to update its costing contained herein;
- 2.2. Exclusions - quotes, unless expressly stated therein, excludes the following items, which shall be for the Client's own expense where necessary:
 - 2.2.1. 'Small Scale Embedded Generator' ("SSEG") application - required for both residential and commercial Client Systems;
 - 2.2.2. NERSA approval - applicable to Clients wishing to supply the national grid with their System's excess capacity;
- 2.3. Upon Client request, SS shall supply the Client with a financial quote to complete the applications and associated costs referenced in clause 2.2, which shall then form part of the final invoice received by the client at Handover.
- 2.4. General - all sales effected by SS to the Client shall be subject to the terms and conditions set out hereunder. No variation, alteration or consensual cancellation of these conditions shall be of any force or effect unless reduced to writing and accepted by the Seller in writing.

3. Final Price Variation:

- 3.1. This proposal is provided on an 'errors and omissions expected' ("E&OE") basis, meaning the Client may expect certain additional charges in the final invoice received;
- 3.2. The client acknowledges that SunSolv, in some instances, may not have fully inspected the Client premises prior to the formulation of this Proposal, and thus has relied solely on the Client's disclosures - the installation charge contained herein is therefore an estimate and may be subject to change in the following cases:
 - 3.2.1. replacement of existing Client Electrical Circuitry which has suffered wear and tear - such replacement type work will be billed on a time and materials basis at R850 per hour excluding VAT;
 - 3.2.2. Hire of additional equipment to perform the installation;
 - 3.2.3. Additional travel costs at R5 (five Rand) per kilometer;
- 3.3. Delivery charges quoted in this proposal are estimated and thus are subject to variation in the case of a courier or other third party carrying out the delivery of Components to the Client premises in regional areas.

4. Payment Terms

- 4.1. The following terms apply upon acceptance of any quote, unless otherwise stated or agreed:
 - 4.1.1. 80% (eighty percent) of the VAT inclusive sum total is payable upon Proposal Acceptance (see clause 10), and;
 - 4.1.2. the remaining balance, as referenced in the final Client invoice received, is payable by the Client upon Handover;
- 4.2. Client certificate of compliance ("COC") and System training are subject to full payment received;
- 4.3. All Components shall remain the property of SS until payment is received in full;

- 4.4. In circumstances where the Client has secured financing from a financial institution, SS's payment terms may be amended, as confirmed by SS in writing, to meet such financial institution's requirements;
- 4.5. In the event of delayed payment or non-payment by the Client, SS reserves the right, without prejudice to any of its other rights in law, to either remotely deactivate the System or remove the System from the Client's premises;
- 4.6. Furthermore, the Client warrants to provide SS and/or its agents access to the Client's premises upon SS seeking collection of its System;
- 4.7. SS will not be liable to restore the Client's premises upon such System removal.

5. Client Warranty

5.1. Component Warranties:

- 5.1.1. SS extends to the Client the relevant Component warranties which cover Component Failures, to the extent of the original equipment manufacturer's ("OEM") warranty only;
- 5.1.2. Each Component warranty is an 'off-site warranty', however subject to relevant Call Out Fees and cost of shipping and materials, SS will perform on-site warranty-based Component replacements on behalf of the manufacturer;
- 5.1.3. The relevant Component warranty periods shall commence upon Commissioning;

5.2. System Installation Warranty:

- 5.2.1. Subject to payment of the initially quoted Call Out Fees, SS extends to the Client an installation warranty covering all Installation Failures (after such has been determined) where said Call Out Fee shall be refunded retrospectively to the Client (excluding cost of materials where applicable), for a period of 6 (six) calendar months from the date of Handover;
- 5.2.2. Claims relating to Installation Failures after the initial 6 (six) calendar months from the Handover date are subject to the relevant Call Out Fees, as well as financial charges relating to shipping and materials consumed which shall be invoiced by SS on a case-by-case basis;

5.3. General Warranty Provisions:

- 5.3.1. SS reserves the right, by way of remote monitoring of the System, to determine whether a fault logged by the Client relates to an Installation Failure or Component Failure, and shall apply, where necessary, the aforementioned warranties and fees/charges to the Client;
- 5.3.2. Component Failures and Installation Failures as a result of damages caused by:
 - 5.3.2.1. weather events, including but not limited to: wind, flooding, lightning;
 - 5.3.2.2. fire;
 - 5.3.2.3. 'power surges' or 'power dips';
 - 5.3.2.4. physical damage by way of human intervention; and
 - 5.3.2.5. operating the System beyond its capacity or operating environment as prescribed by the OEMshall render, where relevant, the Component Warranties and System Installation Warranty void;
- 5.3.3. Furthermore, System installations, maintenance, modifications, effects of clause 5.3.2 or 'tampering' by a company or individual who is not an approved vendor of SS, shall render all warranties void, and furthermore negate SS, its Directors and/or Installers from any liability of damage to client property whatsoever.

6. Technical Support:

- 6.1. From the Handover date until 30 (thirty) calendar days thereafter (the "Grace Period"), the Client shall be entitled to unlimited troubleshooting and System training ("Technical Support") at their premises, free of any charges, should such additional Technical Support be required;
- 6.2. For the duration of the Grace Period, SS warrants to remotely monitor the Client's System with respect to flagging performance issues and ascertaining Component Failure or Installation Failure in effecting the warranties provided, thereafter the onus shall lie on the Client in reporting any System related issues to SS;
- 6.3. Where onsite technical support is required, SS reserves the right to levy Call Out Fees which are to be paid upfront by the Client, as well as financial charges for any materials concerned with such support effected at the Client premises - any refunds of such Call Out Fees are subject to clause 5 and this clause 6;
- 6.4. SS reserves the right to provide Technical Support remotely, free of charge, in cases where it deems visiting the Client premises unnecessary;
- 6.5. When requested, SS warrants to assist the Client timeously with all Technical Support matters.

7. Product Performance

- 7.1. The Client hereby warrants that they fully understand, and are satisfied with the performance specifications and functionality of the proposed System, which has been designed according to the requirements as shared by them;
- 7.2. SS will not be held liable for any deemed 'under performance' by the System which does not fall within the OEM or SS design specifications;
- 7.3. In meeting the Client's specified requirements, SS warrants to have taken into account any efficiency losses or effects of weather (based on meteorological averages available online) in the design of the System.

8. Outsourced Providers & Damages

- 8.1. SS makes use of vetted third-party contractors (the "Installer(s)") when performing the installation of the Client System;
- 8.2. From Installation Commencement until Handover, neither SS nor its appointed Installer, will be held liable for damages suffered by the Client that are not as a direct result of the Installer's actions;
- 8.3. Installation delays regarding start dates or completion dates may occur - SS shall not be held liable for any damages suffered by the client as a result of any delay.

9. Privacy

- 9.1. In line with the POPI Act, the Client confirms, acknowledges and agrees that they may be required to share information and/or details of a personal nature. The Client hereby consents to such information being recorded in writing or electronically by SS, for future reference - no such information will be provided to or shared with any third party without a 'need to know' basis;
- 9.2. The Client is entitled to request a copy of SS's Privacy Policy at accounts@sunsolv.co.za

10. Proposal Acceptance

- 10.1. Signature and/or payment of the deposit due constitutes Client acceptance of this proposal and the terms and conditions contained herein;
- 10.2. Upon Installation Commencement, and until payment is received by SS in full, any cancellation or request to terminate this agreement by the Client will render all

deposits received by SS as non-refundable, furthermore, SS will in such a case retain all ownership rights in the Components and the provisions of clause 4.5, 4.6 & 4.7 shall be executed by SS;

- 10.3. Force Majeure - neither party shall be held responsible for any delay or failure in performance under this agreement (except for the payment of money) to the extent such delay or failure is caused by events beyond that party's reasonable control, which may include, but are not limited to: acts of nature, government actions, acts of terrorism, civil disturbances, fires, floods, earthquakes, or other catastrophes, strikes, supplier delays, or interruptions in transportation, communication, or utility services. In the event of a Force Majeure event, the affected party will promptly notify the other party and will use its best efforts to resume performance as soon as possible. However, if the Force Majeure event lasts for a continuous period of more than 60 (sixty) calendar days, either party may terminate this agreement by providing written notice to the other party. In the instance of Force Majeure termination, SS shall retain all ownership rights in the Components, and warrants to refund the Client any monies paid to SS in relation to said Components;
- 10.4. The Client further warrants that:
 - 10.4.1. they understand that a valid certificate of compliance relating to their premise's Electrical Circuitry ("Client Premise COC") is required by SS in order to procure the Client System COC as quoted;
 - 10.4.2. they will timeously produce such Client Premise COC upon request by SS;
 - 10.4.3. they agree that SS will be rendered unable to provide a Client System COC until receipt of such Client Premise COC;
 - 10.4.4. they agree that the inability of SS to deliver a Client System COC, per clauses 10.4.1 - 10.4.3, does not constitute a failure by SS in performing its obligations under this agreement, and therefore does not provide the Client with the right to:
 - 10.4.4.1. withhold final payment;
 - 10.4.4.2. interrupt the Installer in performing their services or Handover; or
 - 10.4.4.3. claim non performance by SS in any way;
 - 10.4.5. as of the Handover date, the Client accepts that neither SS, nor its Directors or Installers, will be held liable for any damages to Client property, loss of life or any indirect consequential loss of any nature, as a result of Component Failure and/or Installation Failure. The Client furthermore indemnifies and holds SS, its Directors and Installers harmless against any claim which any third party may make in respect of the System, Component Failure and/or Installation Failure.
- 10.5. Domicilium - the Client hereby nominates the physical address recorded in the address section of this proposal, to which these terms and conditions relate, as its chosen domicilium citandi et executandi for all purposes, including for the service of legal process, in connection with any transaction or business concluded with SS.
- 10.6. Non-waiver - No extension of time, latitude, relaxation or indulgence granted by SS to the Client from time to time shall be deemed to be a waiver by SS of its rights under these terms and conditions of sale, nor shall same constitute novation of these terms and conditions or give rise to any estoppel in favour of the Client.
- 10.7. Jurisdiction - these terms and conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.