

First Energy Solutions South Africa (Pty) Ltd

Reg. No.: 2020 / 770052 / 07

Vat No: 4300295526



Kirstenhof & Somerset West
Cape Town, South Africa 7925
Tel: +27 21 137 3126

Scope of Work:

First Energy Solutions agrees to design, procure, and install a solar system at the customer's property. The solar system shall be designed to generate renewable energy and reduce the property's dependence on conventional electricity sources.

The scope of work includes the following:

- a) Assessment: Company will conduct a comprehensive site assessment to determine the solar system's requirements and feasibility.
- b) Design: Company will prepare a detailed solar system design, including panel layout, electrical components, and interconnection plans, complying with applicable regulations and industry standards.
- c) Procurement: Company will procure all necessary solar system equipment, materials, and related accessories required for the installation.
- d) Installation: Company will perform the installation of the solar system, including mounting the solar panels, electrical wiring, and associated equipment, ensuring proper functionality and safety.
- e) Inspection and Commissioning: Company will arrange for the necessary inspections and approvals from local authorities, as required. Upon completion, Company will conduct a comprehensive commissioning of the solar system, ensuring its proper operation.

DEPOSIT AND PROJECT DELAY CLAUSE:

1. Installation date.

This installation shall commence at a date agreed upon between the parties ("the commencement date"), and the parties hereby acknowledge and agree that the commencement date is mandatory and binding upon both parties.

2. Deposit Requirement:

Our standard deposit requirement for securing equipment and a commencement date is set at 80% of the total project cost. This deposit is necessary to cover our costs and effectively manage our cash flow.

3. Custom Deposit Agreement:

In exceptional cases, we may agree to a different deposit amount, which shall be confirmed in writing. Any such agreements will be based on specific project circumstances and total project costs. In the event that the project commencement date should be delayed by more than 7 days, the balance of the custom deposit totaling 80% of the total project costs shall be immediately due and payable in order for the custom deposit to fall in line with the standard deposit requirement.

4. Balance Payment Timeline:

The balance of the standard or custom deposit shall be paid within 30 days of the project's commencement date. In the event that the project commencement date should be delayed, the balance of the standard or custom deposit shall be paid within 30 days from the agreed commencement date, taking into account the provisions of clause 3.

5. Project Delay Due to Customer Site Readiness:

In the event of project delays arising from factors beyond our control, such as site readiness issues, the customer shall be responsible for any additional costs incurred by us due to such delays. These additional costs may encompass extended labour and equipment rental expenses.

6. Notification Requirement:

Customers are required to promptly notify us of any delays or site readiness issues to minimize potential additional costs.

7. Additional Payments:

Should the project experience delays due to factors beyond our control, and the deposit received does not cover the extended costs incurred, the customer agrees to make additional payments to cover the difference.

8. Agreement Confirmation:

By proceeding with the project and submitting a deposit, the customer acknowledges and agrees to the terms.

Warranty:

- a) Equipment Warranty: Company shall provide a warranty for the solar system equipment in accordance with the manufacturer's warranty terms.

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b) Installation Warranty: Company shall provide a 1-year warranty for the installation workmanship, ensuring that the solar system is free from defects and will operate as intended.

Permits and Approvals:

If the SSEG municipal application line item in the quote is accepted by the Business owner, the Company will assist the Business owner for obtaining any necessary permits, licenses, or approvals required for the installation of the solar system. Business owner shall assist the Company in providing the necessary documentation and information required for such applications.

Termination:

Either Party may terminate this Agreement in the event of a material breach by the other Party. Termination shall be communicated in writing with a notice period of 14 days.

Limitation of Liability:

In no event shall either Party be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement or the installation of the solar system.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of South Africa.

Entire Agreement:

This Agreement as well as the T&C's included in this pdf file, constitutes the entire understanding between the Parties and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to the subject matter herein.

T&C's

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and First Energy Solutions South Africa (Pty) Ltd (hereinafter called First Energy) and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of First Energy ; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by First Energy and (g) these terms apply to all subcontractors of First Energy .

2.1 This Agreement only becomes final and binding on receipt and acceptance of this offer by First Energy at its business address in City of Cape Town.

2.2 Any order only becomes final and binding on receipt and acceptance of such order by First Energy at its business address per clause 2.1.

3. The signatory hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to First Energy and agrees that these Standard Conditions will apply in the exact same way to him / her.

4. The Customer acknowledges that it does not rely on any representations made by First Energy in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by First Energy in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by First Energy .

5.1 The Customer agrees that neither First Energy nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 First Energy reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

6.1 All quotations will remain valid for a period of 30 days from the date of the quotation or until the date of issue of a new Price List, whichever occurs first.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by First Energy and the

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prices quoted are subject to any increases in the cost price, including currency fluctuations, of First Energy before acceptance of the order.

6.3 If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.4 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by the Customer at the prices agreed to by the Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that the Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

6.5 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.

6.6 First Energy shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.

6.7 First Energy shall be entitled to invoice each delivery / performance actually made separately.

6.8 Any delivery note, waybill or job card (copy or original) signed by the Customer or a third party engaged to transport the goods and held by First Energy shall be prima facie proof that delivery was made to the Customer.

6.9 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods until paid for in full. First Energy may recover insurance premiums from the Customer for such ordered and uninsured goods.

6.10 Delivery and performance times quoted are merely estimates and are not binding on First Energy.

6.11 If First Energy agrees to engage a third party to transport the goods, First Energy is hereby authorised to engage a third party on the Customer's behalf and on the terms deemed fit by First Energy.

6.12 The Customer indemnifies First Energy against any claims against First Energy that may arise from such agreement in clause 6.11.

6.13 Repair times and repair costs given are merely estimates and are not binding on First Energy.

6.14 Any item handed in for repair may be sold by First Energy to defray the cost of such repairs if the item remains uncollected within 30 days of the repairs being completed.

6.15 All goods taken on a consignment basis by the Customer are deemed sold if not returned on demand by First Energy to the premises of First Energy in the original condition, in the original packaging and with all accessories and manuals intact.

7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded.

Repairs outside the guarantee period are guaranteed for a period of 1 year against faulty workmanship and parts are guaranteed according to the Manufacturer's product specific warranties.

7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of First Energy.

7.3 No claim under this Agreement shall arise unless the Customer has, within 14 days of an alleged breach of contract and/or defect occurring, given First Energy written notice by prepaid registered post of such breach or defect, and has afforded First Energy at least 30 days to rectify such defect or breach.

7.4 To be valid, claims must be supported by the original Tax Invoice.

7.5 The Customer shall return any defective moveable goods to the premises of First Energy at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.

7.6 All guarantees are immediately null and void should any goods be tampered with or should the seals on goods be broken by anyone other than First Energy or should the goods be used or stored outside the Manufacturer's specifications.

7.7 Any item delivered to First Energy shall serve as pledge in favour of First Energy for present and past debts and First Energy shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts, any excess balance will be paid to the Customer.

8.1 Under no circumstances shall First Energy be liable for any consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 Under no circumstances shall First Energy be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9. Delivery of the goods or services to the Customer shall take place at the place of business of First Energy or the customer's installation address.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by First Energy shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by First Energy; or (c) as per the progress payment terms attached above these T&C's in the contract for installation.

10.2 The customer agrees to pay the amount on the Tax invoice, by EFT only.

10.3 No payments with cheques

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by First Energy, reduced to writing and signed by the Customer and a duly authorised representative of First Energy.

11.2 The Customer is not entitled to set off any amount due to the Customer by First Energy against this debt.

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- 12.1 All discounts shall be forfeited if payment in full is not made on the due date. The Customer agrees that the amount due and payable to First Energy may be determined and proven by a certificate issued and signed by any director or manager of First Energy, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.
- 12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.
- 13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to First Energy and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.
- 13.2 The Customer expressly agrees that no debt owed to First Energy by the Customer shall become prescribed before the passing of a period of six years from the date the debt falls due.
- 14.1 The Customer agrees that if an account is not settled in full against order, First Energy is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right First Energy may be entitled to in terms of this Agreement or in law. First Energy reserves its right to disable the system immediately on cancellation or on non-payment.
- 14.2 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.
- 15.1 In the event of cancellation of the Agreement by First Energy, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.
- 15.2 In the event of cancellation of the Agreement by First Energy, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.
- 16.1 All goods supplied by First Energy remain the property of First Energy until such goods have been fully paid for whether such goods are attached to other property or not.
- 16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without the prior written consent of First Energy. The Customer shall not allow the goods to become encumbered in any manner prior to the full payment thereof and shall advise third parties of the rights of First Energy in the goods.
- 16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (*confusio* or *commixtio*) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer the same quantity of goods in ownership to First Energy.
- 17.1 The Customer shall be liable to First Energy for all legal expenses on the attorney-and-own-client scale incurred by First Energy in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that First Energy may demand.
- 17.2 The Customer agrees that First Energy will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
18. The Customer agrees that no indulgence whatsoever by First Energy will affect the terms of this Agreement or any of the rights of First Energy and such indulgence shall not constitute a waiver by First Energy in respect of any of its rights herein. Under no circumstances will First Energy be estopped from exercising any of its rights in terms of this Agreement.
19. The Customer hereby consents that First Energy shall have the right to institute any legal action in either the Magistrate's Court or the Cape Town High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.
- 20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 5 days of prepaid registered mail to any of the Customer's business or postal addresses or to the personal address of any director, member or owner of the Customer; or (ii) within 24 hours of being faxed to any of the Customer's fax numbers or any director, member's or owner's fax numbers; or (iii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iv) within 48 hours if sent by overnight courier or (v) within 7 days of being sent by surface mail; or (vi) within 24 hours of being e-mailed to any e-mail address provided by the Customer.
21. The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (*domicilium citandi et executandi*) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).
22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.
23. Any order is subject to cancellation by First Energy due to acts of God or any circumstance beyond the control of First Energy, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation.

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24. Any order is subject to cancellation by First Energy if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgement is recorded against the Customer or any of its principals.
25. The Customer agrees that First Energy will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.
26. The onus is on the customer to register their system with their local municipality.