

## SOLAR INSTALLATION TERMS & CONDITIONS

1. Definition
2. Interpretation
3. Solar Services
4. Customer Obligations
5. Termination or Cancellation of Agreement
6. General

Terms and Conditions are aimed at providing protection for all parties as well as providing guidance in the unlikely event of a dispute.

### 1. Definitions and Interpretation

1.1 Defined Terms In this Agreement, unless the context otherwise requires:

**Agent** means the Ezsol-appointed installation contractor who shall meet with the Customer at the Site and install the Solar PV System;

**Business Day** means a day on which trading banks are open for banking business and shall not include a Saturday, Sunday, or public holiday in Southern Africa;

**Agreement** means the agreement to purchase and to install the Solar PV System between Ezsol (Pty) Ltd and the Customer as contained in the Quotation and these Terms and Conditions of Contract;

**Contract** is the Agreement between the Parties for the completion of the installation works at the price specified in the Quotation and these Terms and Conditions of Contract;

**Customer** means the purchaser of the PV System;

**Date of Visit** means the date that the Agent visited the Customer and/or provided the Customer with the Solar System Quote and access to these Terms and Conditions;

**Deposit** means the deposit to be paid to Ezsol (Pty) Ltd by the Customer in the amount specified in the Quotation;

**Law/Laws** shall mean all statutes, regulations, proclamations, ordinances, or by-laws as may be relevant to the Agreement, the Parties to this Agreement, and the Agent and shall include all statutes, regulations, proclamations, ordinances, or by-laws issued under, varying, consolidating, or replacing such statutes;

**Quotation** means the Solar System Quote sent to the Customer and accepted via email to which these Terms and Conditions are attached;

**Outstanding Costs** means the Total Cost payable by the Customer in relation to the installation of a Solar PV System as specified in the Quotation less any Deposit paid by the Customer;

**Party or Parties** means Ezsol (Pty) Ltd and/or the Customer as the context requires.

**Solar PV System** means the solar photovoltaic system as specified in the Order Form to be purchased by the Customer and installed by the Agent;

**Ezsol** means Ezsol (Pty) Ltd 2018/350370/07

**Forms** mean any standard forms that shall be provided to the Customer

**Terms and Conditions** means these Terms and Conditions of Contract;

## 1.2 Interpretation

Unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) an obligation or representation on the part of two or more persons binds them jointly and severally;
- c) an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally; and
- d) each obligation of a party takes effect as a covenant;
- e) references to parts, clauses, parties, annexures, and Schedules are references to parts and clauses of, and parties, annexures, and Schedules to, this Variation Agreement;
- f) in the interpretation of this Agreement, no rules of construction apply to the disadvantage of any party because that party was responsible for the drafting of this Agreement or of any part of this Agreement; and
- g) a reference to rands or R shall mean South African Rands.

## 2. Terms and Conditions

2.1 On acceptance of the Quotation, the Customer acknowledges and agrees that,

- a) these Terms and Conditions shall apply from and including the date the quotation is accepted;
- b) the Agreement between the parties shall be deemed a Contract and be in force from the date of the acceptance of the quotation;

## 2.2 Pricing and Payment

- a) **The pricing set out in the Solar Quotation is:**

- i. valid for a period of 14 days following the Date of Visit.
- ii. excludes any electricity or meter upgrade costs that may be required. These upgrade costs are payable in full by the Customer to the relevant power utility or Company.

#### **b) Payment Timing**

- i. The Deposit is due within 5 days of acceptance of the Quotation and submission to Ezsol (Pty) Ltd.
- ii. The Outstanding Costs are due within 48 hours (or such other time as agreed in writing by Ezsol (Pty) Ltd) of the completion of the installation and the delivery by the Agent to the Customer of the signed acceptance testing form confirming that the Solar PV System has met all of Ezsol (Pty) Ltd's acceptance testing criteria verifying the installed Solar PV System is operating at its design specifications.
- iii. Goods remain the property of Ezsol (Pty) Ltd. until full and final settlement of the outstanding costs is received by Ezsol (Pty) Ltd.

### **3. Solar Services**

#### **3.1 General**

- a) Upon receipt of the Order Form Ezsol (Pty) Ltd shall:
  - i. schedule a provisional work/installation date for the Solar PV System with the Agent and the Customer;
  - ii. place an order on the supplier for the equipment and notify the Customer accordingly. In the event of delays on equipment that are out of the control of Ezsol, Ezsol undertakes to advise the customer immediately of the expected delivery date for equipment from the supplier.
  - iii. contact the Customer as soon as Ezsol (Pty) Ltd has obtained the delivery date information to confirm the final installation/work date or to reschedule the installation to a date that is mutually convenient.
- b) Ezsol (Pty) Ltd shall provide the Customer with a relevant Tax Invoice in relation to both the Deposit and the Outstanding Costs.

#### **3.2 Supply of Solar PV System**

- a) The Customer acknowledges and agrees that Ezsol (Pty) Ltd shall not be obliged to install any Solar PV System until the Customer has paid the Deposit as set out in the quotation.

b) Ezsol (Pty) Ltd shall not be liable for any loss or damage to the Customer in case the installation date is changed due to unforeseeable circumstances:

- i. arising out of delays in the supply of the Solar PV System from the manufacturer or when the Customer has failed to pay the deposit to Ezsol (Pty) Ltd, or
- ii. where the manufacturers are unable to supply the products at the time they previously advised;
- iii. Or due to unforeseen circumstances including weather, etc.

### **3.3 Installation of Solar PV System**

a) Upon receipt of the required documents and forms duly completed by the Customer, Ezsol (Pty) Ltd shall arrange for the installers to install the Solar PV System at the Customer's nominated address.

b) All installations shall be completed by competent and licensed installers to carry out the installation works.

c) The Customer acknowledges and agrees that:

- i. the installers shall complete a site inspection in relation to the proposed installation of the Solar PV System at the Customer's nominated address;
- ii. the location of the installation of the Solar PV System at the Customer's nominated address shall be mutually agreed between the parties in writing prior to the commencement of installation works; and
- iii. Ezsol (Pty) Ltd shall not be liable to move or remove the Solar PV System after installation unless due to a technical fault with the Solar PV System.

d) Ezsol (Pty) Ltd will take every reasonable precaution in conducting the Works at the Property. Ezsol (Pty) Ltd will not be liable in respect of:

- i. the structural integrity of the Property;
- ii. the roof's ability to carry the weight of the Works;
- iii. any roof leaks or damages other than where Ezsol (Pty) Ltd had to alter or drill into tiles or roof sheeting.
- iv. any effect the Works have on any roof manufacturer's warranty;
- v. any damage to the roof or Property which is not due to Ezsol (Pty) Ltd negligence or breach of this Agreement; or
- vi. any pre-existing condition, fault or defect relating to the Property (including without limitation circumstances related to structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure, and the status or mounting of consumption meters).

e) Ezsol (Pty) Ltd shall take all due care to ensure a high standard of quality control of the installation work.

### 3.4 Warranties

a) All warranties contained in the quotation or these Terms and Conditions include the warranty terms and conditions and procedures of the relevant manufacturer of the Solar PV System which are additional to the Ezsol (Pty) Ltd warranty set out in (b) below.

b) Unless otherwise specified in the Quotation, Ezsol (Pty) Ltd shall provide a 6-month on-site warranty for the installation workmanship. Should there be a callout during this time which, on inspection, does not form part of our installation workmanship, a call-out fee of R800-00 will be charged. Any work that is required in this instance will be invoiced to the customer at an hourly rate of R450-00 pertaining to the service that is required.

c) All hardware is covered by the manufacturer's warranty.

d) Any misuse of the Solar PV System or use of the Solar PV System in a manner not expressly authorized by Ezsol (Pty) Ltd may void this warranty.

e) The company shall not be liable for any cost of repair to damage caused to the equipment for reasons which are beyond the Company's control, war, riots, faults incurred in telephone lines and connections, software viruses, power surges and acts of God i.e. lightning, fire, flooding, etc. or exceeding the maximum load capacity of the equipment.

f) The customer is solely responsible for insuring all equipment after the installation completion date.

### 3.5 Service to Solar PV Systems

a) Ezsol (Pty) Ltd shall, at its own cost, promptly arrange for the Agent to undertake any necessary repair and replacement works to the Solar PV System that are covered by the Customers Statutory rights or the warranty terms and conditions which provide the Customer with the maximum financial benefit.

b) In the event:

i. that a Customer requests a service call out for any repair or replacement works, and

ii. the Customer shall be liable to pay a fee for such service call-out. Ezsol (Pty) Ltd standard call rates will apply where the call out is not the result of a fault with the installation or of the components of the Solar PV System.

## 4. Customer Obligations

### 4.1 Deposit and Payment of Outstanding Costs

a) The Customer shall pay the Deposit in full to Ezsol (Pty) Ltd upon acceptance of the Quotation or such a longer time as Ezsol (Pty) Ltd may in its absolute discretion agree.

(b) The Customer shall pay Ezsol (Pty) Ltd the Outstanding Costs within 48 hours of completing the installation.

(c) In the event that a financial institution declines or refuses to honour the Customer's payment of the Deposit or the Outstanding Costs then:

(i) Ezsol (Pty) Ltd may elect to either:

(A) require the Customer to pay the Deposit and/or the Outstanding Costs by way of an alternative method; or

(B) terminate this Agreement and the Customer shall be liable to pay any financial penalties or fees that may apply in relation to such refusal.

#### **4.2 Removal of Objects**

The Customer is responsible, at its own cost, for the removal of any trees, plants or any other objects that may cast a shadow on the Solar PV System, both at the time of installation and in the future.

#### **4.3 Additional Costs**

If, prior to the commencement of the installation work:

(a) the verified cost of installing the Solar PV System increases by more than five percent (5%); and

(b) such cost increase is due to factors outside the reasonable control of Ezsol (Pty) Ltd, then Ezsol (Pty) Ltd may notify the Customer in writing of the amount of such increase in costs and provide evidence supporting the amount of the cost increase to the Customer.

Upon receipt of the Notice of the price increase the Customer may either

(i) pay the verified increase in costs for the installation of the Solar PV System; or

(ii) elect in writing to not purchase the Solar PV System, in which case:

(A) the Agreement contained in the Quotation and these Terms and Conditions shall be terminated; and

(B) Ezsol (Pty) Ltd shall return to the Customer, within two (2) days of receiving notice of the Customer's election, the amount of the Deposit paid by the Customer.

#### **4.6 Warranty and Indemnification**

a) The Customer acknowledges and agrees that Ezsol (Pty) Ltd has relied upon the information provided by the Customer, both by way of the documentation, paperwork and verbally and the Customer warrants that it has provided any such information honestly and to the best of its knowledge.

(b) The Customer shall indemnify and hold harmless Ezsol (Pty) Ltd from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Customer may suffer or incur in connection with the provision of false or inaccurate information.

## **5. Termination or Cancellation of Agreement;**

### **5.1 By Ezsol (Pty) Ltd:**

(a) Ezsol (Pty) Ltd may terminate the Agreement by notice in writing at any time prior to installation of the Solar PV System. In the event that Ezsol (Pty) Ltd cancels or terminates the Agreement pursuant to this clause then Ezsol (Pty) Ltd shall refund the Deposit paid by the Customer within two (2) days of the termination notice date.

(b) In the event that upon completion of a site inspection by the Agent, Ezsol (Pty) Ltd advises

i. there is no suitable location on the residence or other structure on which to install the Solar PV System; or

ii. it is not possible to install the Solar PV System due to the condition of the roof, building configuration or structure at the Site, then:

iii. this Agreement shall forthwith be terminated by notice in writing to the Customer and Ezsol (Pty) Ltd shall refund the Deposit paid by the Customer within two (2) days of such termination notice.

(c) In the event the Customer has breached this Agreement by failing to pay the Outstanding Costs:

i. the Deposit shall be forfeited to Ezsol (Pty) Ltd; and

ii. Ezsol (Pty) Ltd may:

(A) require the Customer to pay the Outstanding Costs within seven (7) days of Ezsol (Pty) Ltd issuing a notice to pay. After receipt of the Outstanding Costs Ezsol (Pty) Ltd shall continue with the installation of the Solar PV System; or

(B) forthwith terminate this Agreement by notice in writing to the Customer, and.

(C) Ezsol (Pty) Ltd may repossess the Solar PV System including all parts, components and equipment.

In the event of termination under this clause, the Customer hereby transfers the title in the Solar PV System components to Ezsol (Pty) Ltd and grants access to the Site for Ezsol (Pty) Ltd's Agent to enter and remove the Solar PV System.

(d) In the event that following the site inspection the residence (or other structure as applicable) located at the Customer's nominated Site is destroyed, or so damaged as to make the installation of the Solar PV System impossible or dangerous, then Ezsol (Pty) Ltd may elect by notice in writing to either:

i. terminate the Agreement and return any Deposit paid in full to the Customer within two (2) days; or

ii. continue this Agreement until such time as the relevant building or other structure located at the Site is repaired or rebuilt, in which case:

(A) The Customer shall be obliged to immediately pay to Ezsol (Pty) Ltd the Outstanding Costs in full; and

(B) Ezsol (Pty) Ltd shall complete the installation works as soon as practical after the Customer advises that the Site is available for the installation to commence.

(e) In the event that Ezsol (Pty) Ltd terminates this contract pursuant to clause 5.1(c)(ii)(B) then:

i. The Customer shall be liable for all costs incurred by Ezsol (Pty) Ltd relating to the removal of the Solar PV System from the Site and the shipping of the Solar PV System back to Ezsol (Pty) Ltd. Such costs shall be payable by the Customer upon receipt of a written demand from Ezsol (Pty) Ltd; and

ii. Ezsol (Pty) Ltd shall ensure that its Agent repairs the Customers roof, so that it is waterproof, before leaving the Site after the removal of the Solar PV System, but Ezsol (Pty) Ltd shall not be liable to the Customer for any costs required to return the roof to the exact condition it was in prior to the Solar PV System installation.

5.2 By Customer In the event that the Customer terminates this Agreement by written notice, then any Deposit paid shall be forfeited to Ezsol (Pty) Ltd.

## **6. General;**

### **6.1 Risk Passing:**

The Customer and Ezsol (Pty) Ltd acknowledge and agree that risk and title in the components and equipment comprising the Solar PV System shall pass to the Customer upon the Solar PV System being unloaded at the Site.

### **6.2 Amendments to this Agreement;**

This Agreement may only be amended in writing and signed by both/all the parties.

### **6.3 Severance**



If any term, condition, covenant or stipulation of the Order Form or the Terms and Conditions or the application thereof to any person or circumstances is or becomes invalid or unenforceable the remaining terms, covenants, conditions and stipulations are not affected and each term, covenant, condition and stipulation of the Order Form or the Terms and Conditions is valid and enforceable to the extent permitted by law.

#### **6.4 Jurisdiction**

This Agreement is governed by the laws of Southern Africa and the parties submit to the non-exclusive jurisdiction of the courts of Southern Africa.