

INVERTERS 4 ALL (PTY) LTD

STANDARD TERMS & CONDITIONS

Terms and Conditions are aimed at providing protection for all parties and also to provide guidance in the unlikely event of a dispute. Whilst the print may be fine, the customer protections offered by Inverters 4 All (Pty) Ltd (hereinafter referred to as “Inverters 4 All”), exceed most if not all other offerings. The protections retained by Inverters 4 All are aimed only at ensuring our company (and therefore your warranty), cannot be destroyed by unscrupulous customers, competitors and or legal authorities. Our aim is to be here to serve you!

1. DEFINITIONS

In this Agreement, unless the context otherwise requires:

- 1.1. **“Agent”** means the Inverters 4 All appointed installation contractor who shall meet with the Customer at the site and install the System.
- 1.2. **“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.
- 1.3. **“Agreement”** means the agreement to purchase and to install the System between Inverters 4 All and the Customer as contained in the Order Form and these Terms and Conditions of Contract.
- 1.4. **“Contract”** is the Agreement between the Parties for the completion of the installation works at the price specified in the Order Form and includes the signed Order Form and these Terms and Conditions of Contract.

- 1.5. **“Customer”** means the purchaser of the System.
- 1.6. **“Date of Visit”** means the date that the Agent visited the Customer and or provided the Customer with the System Quote and access to these Terms and Conditions.
- 1.7. **“Deposit”** means the deposit to be paid to Inverters 4 All by the Customer in the amount specified in the Order Form.
- 1.8. **“Law”** or **“Laws”** means all statutes, regulations, proclamations, ordinances or by-laws as may be relevant to the Agreement, the Parties to this Agreement and the Agent and includes all statutes, regulations, proclamations, ordinances or by-laws issued under, varying, consolidating or replacing such statutes.
- 1.9. **“Order Form”** means the Inverters 4 All Quote signed by the Customer to which these Terms and Conditions are attached or to which same applies.
- 1.10. **“Outstanding Costs”** means the Total Cost payable by the Customer in relation to the installation of the System as specified in the Order Form less any Deposit paid by the Customer.
- 1.11. **“Party”** or **“Parties”** means Inverters 4 All and or the Customer as the context requires.
- 1.12. **“Terms and Conditions”** means these Terms and Conditions of Contract.

2. INTERPRETATION

Unless the contrary intention appears:

- 2.1. the singular includes the plural and vice versa;
- 2.2. an obligation or representation on the part of two or more persons binds them jointly and each of them severally;
- 2.3. an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally;
- 2.4. each obligation of a party takes effect as a covenant;
- 2.5. references to parts, clauses, parties, annexures, exhibits and Schedules are references to parts and clauses of, and parties, annexures, Exhibits and Schedules to this Agreement;
- 2.6. 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
- 2.7. a reference to rands or R shall mean South African Rands.

3. ACKNOWLEDGEMENT

- 3.1. By signing the Order Form and/or accepting same electronically the Customer acknowledges and agrees that:

3.1.1. these Terms and Conditions shall apply from and including the date the Order Form is signed; and

3.1.2. the Agreement between the parties shall be deemed a Contract and be in force from the date of the Order Form.

4. PRICING AND PAYMENT

4.1. The pricing set out in the Inverters 4 All Quotation is:

4.1.1. valid for a period of 7 days following the Date of quotation.

4.1.2. excludes any electricity or meter upgrades costs that may be required. These upgrade costs are payable in full by the Customer to the relevant power utility or Company.

4.2. Payment Timing:

4.2.1. The Deposit is payable in full and is to reflect in the bank account provided 24 hours prior to any materials being purchased by Inverters 4 All.

4.2.2. The Outstanding balance is due on the day of completion of the installation.

5. SERVICES

5.1. THE ORDER

5.1.1. Upon receipt of the Order Form Inverters 4 All shall:

5.1.1.1. schedule a provisional work/installation date for the System with the Agent and the Customer;

5.1.1.2. place an order to notify the Customer (upon request). The anticipated time required to order the System and obtain the date that the System will be delivered from the manufacturer;

5.1.1.3. contact the Customer as soon as Inverters 4 All 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.

5.1.2. Inverters 4 All shall provide the Customer with a relevant Tax Invoice in relation to both the Deposit and the Outstanding Costs.

5.2. SUPPLY OF SYSTEM

5.2.1. The Customer acknowledges and agrees that Inverters 4 All shall not be obliged to install any System until the Customer has paid the Deposit as set out in the Order Form.

5.2.2. Inverters 4 All shall not be liable for any loss or damage to the Customer:

5.2.2.1. in case installation date is changed due to unforeseeable circumstances arising out of delays in the supply of the System from the manufacturer or when the Customer has failed to pay the deposit to Inverters 4 All.

5.2.2.2. where the manufacturers are unable to supply the products at the time they previously advised; or

5.2.2.3. due to unforeseen circumstances including weather, etc.

5.3. **INSTALLATION OF SYSTEM**

5.3.1. Upon receipt of the required documents and forms duly completed by the Customer, Inverters 4 All shall arrange for the installers to install the System at the Customer's nominated address.

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

5.3.3. The Customer acknowledges and agrees that:

5.3.3.1. the installers shall complete a site inspection in relation to the proposed installation of the System at the Customer's nominated address;

5.3.3.2. the location of the installation of the System at the Customer's nominated address shall be mutually agreed between the parties in writing prior to commencement of installation works; and

5.3.3.3. Inverters 4 All shall not be liable to move or remove the System after installation unless due to a technical fault with the System.

5.3.3.4. Inverters 4 All will take every reasonable precaution in conducting the Works at the Property.

5.3.4. Inverters 4 All will not be liable in respect of:

5.3.4.1. the structural integrity of the Property;

5.3.4.2. the roof's ability to carry the weight of the Works;

5.3.4.3. any roof leaks or damages other than where Inverters 4 All had to alter or drill into tiles or roof sheeting.

5.3.4.4. any effect the Works have on any roof manufacturer's warranty;

5.3.4.5. any damage to the roof or Property which is not due to Inverters 4 All negligence or breach of this Agreement; or

5.3.4.6. 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).

5.3.4.7. Inverters 4 All shall take all due care as to ensure a high standard of quality control of the installation work.

5.3.4.8. The Customer acknowledges and agrees that Inverters 4 All may elect not to commence any installation where the Customer has not paid the deposit or agreed the installation location.

5.4. **WARRANTIES**

5.4.1. All warranties contained in the Order Form or these Terms and Conditions include the warranty terms and conditions and procedures of the relevant manufacturer of the System which are additional to the Inverters 4 All warranty set out in (b) below.

5.4.2. Unless otherwise specified in the Order Form, Inverters 4 All shall provide a 12-month on-site warranty for:

5.4.2.1. the installation workmanship; and

5.4.2.2. the inverter, panels and batteries of the System batteries; and Solar System

5.4.2.3. All hardware is covered by the manufacturer's warranty.

5.4.3. Any misuse of the System or use of the System in a manner not expressly authorized by Inverters 4 All may void this warranty.

5.4.4. 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.

- 5.4.5. The customer is solely responsible for insuring all equipment after the installation completion date.

5.5. **SERVICE TO SYSTEMS**

- 5.5.1. Inverters 4 All shall, at its own cost, promptly arrange for the Agent to undertake any necessary repair and replacement works to the System that are covered by the Customers Statutory rights or the warranty terms and conditions which provide the Customer with the maximum financial benefit.

- 5.5.2. In the event:

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

- 5.5.2.2. the Customer shall be liable to pay a fee for such service call out. Inverters 4 All 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 System.

6. **CUSTOMER OBLIGATIONS**

6.1. **DEPOSIT AND PAYMENT OF OUTSTANDING COSTS**

- 6.1.1. The Customer shall provide the Deposit in full to Inverters 4 All upon completing and signing the Order Form.

6.1.2. The Customer shall pay Inverters 4 All the Outstanding Costs on the day of completing the installation.

6.1.3. The Deposit and/or the Outstanding Costs shall be payable in the methods specified on the Order Form.

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

6.1.4.1. Inverters 4 All 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.

6.2. **DOCUMENTATION**

The Customer shall fill out and complete all documentation required by Inverters 4 All to arrange the connection of the System to the relevant municipal area, including but not limited to, the Standard Forms.

6.3. **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 Solar Systems, both at the time of installation and in the future.

6.4. **ADDITIONAL COSTS**

6.5. If, prior to the commencement of the installation work:

6.5.1. the verified cost of installing the System increases by more than five percent (5%); and

6.5.2. such cost increase is due to factors outside the reasonable control of Inverters 4 All, then Inverters 4 All 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.

6.5.3. Upon receipt of the Notice of the price increase the Customer may either:

6.5.3.1. pay the verified increase in costs for the installation of the System; or

6.5.3.2. elect in writing to not purchase the System, in which case:

a) the Agreement contained in the Order Form and these Terms and Conditions shall be terminated; and

b) Inverters 4 All 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.

6.6. WARRANTY AND INDEMNIFICATION

- 6.6.1. We offer installation services by only highly trained and qualified electricians. We, therefore, unfortunately, cannot take responsibility for damage to any products should you use your own installer and/or if the system is installed and/or utilised without following the instructions for use whether any part of the system is bought new and/or as a refurbished unit. No replacements will be given or repairs conducted on any system that was not installed by Inverters 4 All.
- 6.6.2. The Customer acknowledges and agrees that Inverters 4 All 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.
- 6.6.3. The Customer shall indemnify and hold harmless Inverters 4 All 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.

7. TERMINATION OR CANCELLATION OF AGREEMENT;

7.1. BY INVERTERS 4 ALL:

- 7.1.1. Inverters 4 All may terminate the Agreement by notice in writing at any time prior to installation of System. In the event that Inverters 4 All cancels or terminates the Agreement pursuant to this clause then

Inverters 4 All shall refund the Deposit paid by the Customer within two (2) days of the termination notice date.

7.1.2. In the event that upon completion of a site inspection by the Agent, Inverters 4 All advises:

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

7.1.2.2. it is not possible to install the System due to the condition of the roof, building configuration or structure at the Site, then this Agreement shall forthwith be terminated by notice in writing to the Customer and Inverters 4 All shall refund the Deposit paid by the Customer within two (2) days of such termination notice.

7.1.3. In the event the Customer has breached this Agreement by failing to pay the Outstanding Costs:

7.1.3.1. the Deposit shall be forfeited to Inverters 4 All; and

7.1.3.2. Inverters 4 All may:

- a) require the Customer to pay the Outstanding Costs within seven (7) days of Inverters 4 All issuing of a notice to pay. After receipt of the Outstanding Costs Inverters 4 All shall continue with the installation of the System; or

- b) forthwith terminate this Agreement by notice in writing to the Customer, and
- c) Inverters 4 All may repossess the System including all parts, components and equipment.
- d) In the event of termination under this clause, the Customer hereby transfer the title in the System components to Inverters 4 All and grants access to the Site for Inverters 4 All Agent to enter and remove the System.

7.1.4. 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 System impossible or dangerous, then Inverters 4 All may elect by notice in writing to either:

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

7.1.4.2. 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 Inverters 4 All the Outstanding Costs in full; and

- b) Inverters 4 All shall complete the installation works as soon as practical after the Customer advises that the Site is available for the installation to commence.

7.1.4.3. In the event that Inverters 4 All terminates this contract pursuant to clause 5.1.4 then:

- a) The Customer shall be liable for all costs incurred by Inverters 4 All relating to the removal of the System from the Site and the shipping of the System back to Inverters 4 All. Such costs shall be payable by the Customer upon receipt of a written demand from Inverters 4 All.

7.2. **BY CUSTOMER**

7.2.1. In the event that the Customer terminates this Agreement by written notice, then any Deposit paid shall be forfeited to Inverters 4 All.

8. **GENERAL:**

8.1. **POWER DISRUPTIONS:**

The Customer acknowledges that power generation from the system ceases during mains power disruptions and shall automatically restart when the grid is available.

8.2. **RISK PASSING:**

The Customer and Inverters 4 All acknowledge and agree that risk and title in the components and equipment comprising the System shall pass to the Customer upon the System being unloaded at the Site.

8.3. **AMENDMENTS TO THIS AGREEMENT:**

The Agreement may only be amended by agreement in writing between the parties.

8.4. **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.

8.5. **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.