

## STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions, together with any additional provisions stated on the reverse side of this invoice and any or all parts of the quotation package to customer, represent the complete and exclusive agreement between Solar Attraction Trading CC trading as Solarise (hereinafter referred to as the "Seller" or "Solarise") and its customer (hereinafter "Buyer" or "Customer") for the purchase of products, materials and goods described on the reverse side of this invoice (hereinafter called "goods" or "products"). Any purchase order issued by Buyer, heretofore, hereafter, or contemporaneous herewith, which is inconsistent with the provisions of this contract, is superseded hereby. Buyer hereby acknowledges that the terms and conditions herein contained are the sole terms and conditions under which Buyer offers to purchase the goods described herein from Solarise, and, if accepted by Solarise, the terms and conditions herein shall constitute the entire and sole agreement between Buyer and the Seller, Solarise, which terms and conditions may be modified and/or amended only in writing signed both by Buyer and by Seller.

### DEFINITIONS

In these Terms:

"Agents" or "Installers" mean third parties approved by Solar Attraction Trading CC t/a Solarise to perform or undertake services and installations on behalf of Solar Attraction Trading CC t/a Solarise.

"Goods" mean all hardware and other tangible products, including collectors, frames, and system peripherals.

"Services" means any services provided by Seller to Buyer. Services include order fulfillment, order tracking, property survey and installation arrangement.

"Products" mean any or all Solarise Systems, Peripherals, Goods and Services.

1. **Billing.** All shipments to Buyer will be billed at Seller's quoted prices except as otherwise provided herein. Buyer's order is subject to Seller being able to procure necessary goods and materials. All products remain the property of the Seller until such time the full outstanding balances are settled by the Buyer.
2. **Pricing; Shipping.** Unless otherwise specifically stated, all prices are quoted and will be invoiced, F.O.B. shipping point, and do not include freight charges, federal, state or local sales, use or excise taxes, if any, which will be added to the price where applicable. Solarise will not be responsible for risk of loss or damage to the goods after delivery to its carrier. Except with respect to C.O.D. sales, title to the goods will pass to Buyer upon delivery to the carrier.

The risk of damage to or destruction of the goods passes to the Customer immediately upon

- a) the goods entering the Customer's premises or
- b) the goods being received by the customer's agent / representative (including the SA Post Office), whichever occurs first.

A 50% deposit from the Buyer is required by the Seller prior to release of goods and products. The remaining balance shall be payable upon installation. If the remaining balance is not settled by 5 business days after installation, AN INTEREST OF 5% PLUS THE PRIME INTEREST RATE SHALL BE APPLIED TO ALL OVERDUE, OUTSTANDING ACCOUNTS, accrued until payments are received in full by Solarise. ALL PRODUCTS REMAIN THE PROPERTY OF THE SELLER UNTIL PAID FOR, IN FULL.

Electronic Fund Transfers (EFT's) are to be made to the indicated banking information of the Seller, provided herein. If paying by cheque, please make check out to "Solar Attraction Trading CC" or "Solarise." For the safety of our agents and installers, no cash will be accepted as payment, unless otherwise agreed upon by both the Seller and the Buyer.

All prices quoted do not include any installation charge (unless otherwise specified) and such installation shall be at Buyer's expense and will be subject to the terms and conditions of any such separate installation quotation which has been furnished by the Seller to the Buyer. In the absence of such separate installation quotation, and upon the request of the Buyer, Solarise will appoint approved Agents/Installers to provide survey and installation services to the Seller. Installation quotations may be included in the Seller's quotation, or as a separate quotation. Buyer agrees to allow Solarise approved Agents access to Buyer's premises at reasonable times upon request.

The Customer agrees to pay the amount stated on the invoice, net of any bank charges, in terms of the credit terms granted to the Customer by the Seller. Under no circumstances will the Customer instruct its bank to withhold or stop payment of any payment issued to the Seller. The Customer has no right to withhold payment of any amount due for any reason whatsoever. The Customer is not entitled to set off any amount due to the Customer by the Seller for whatever reason.

3. **Method of Shipment.** Unless otherwise directed in writing by Buyer prior to shipping, the method of shipment will be selected by Solarise. Depending on the distance and accessibility of the Buyer's premises, additional shipping charges may apply. Buyer will be notified of changes in prices, and the products will only be shipped or released with the settlement of the aforementioned deposit. For all shipments, insurance will be obtained only at the Buyer's written direction and expense.

4. **Delivery.** Any delivery dates specified in this invoice are based on the Seller's best estimate of when delivery to the carrier can be made under the circumstances that exist on the date hereof; and Buyer agrees to excuse delays in delivery due to circumstances beyond the reasonable control of the Seller. Unless otherwise agreed in writing, Solarise reserves the right to make partial shipments. Claims for shortage in quantity or for damage in shipment shall be deemed waived unless received in writing by Solarise within thirty (30) days after delivery. Solarise will not be liable for any loss or damage resulting from delays beyond its control, and in no case will Solarise be liable for incidental, consequential or special damages, including but not limited to, lost profits or increased costs of Buyer's performance of its contract obligations, however caused.

5. **Inspection of Goods; Acceptance.**

The Customer confirms that

- a) the goods on the invoice issued duly represents the goods ordered by the Customer
- b) the prices of the goods on the invoice are as agreed between the Seller and the Customer
- c) the goods have been inspected and conform to the quality and quantity ordered

Any delivery note or invoice signed by or payment made by the Customer shall be conclusive proof that the goods were delivered by the Seller and received by the Customer.

Buyer's receipt and possession of the goods constitutes its acknowledgment that it has accepted the goods, unless Buyer notifies Solarise to the contrary, in writing, within thirty (30) days of receipt of the goods. Buyer's use of the goods constitutes a full and complete acceptance of the goods. Buyer has an obligation to ascertain the correctness of the goods before any attempt is made to install it. Therefore, Solarise will not accept return of or issue credit for, any incorrect goods which bears the appearance of having been installed, totally, or in part, nor will transportation expenses be allowed.

6. **Defective Goods Warranty.**

a) Solarise is a distributor and not a manufacturer. Buyer is required to determine directly from the manufacturer's tests, or from its own tests, the suitability of these materials for their application and shall be guided by the results of such tests. ALL APPLICABLE WARRANTIES ARE PROVIDED BY SOLARISE AND ARE AN EXTENSION OF THE MANUFACTURER'S WARRANTIES. Such manufacturer's warranties are conditioned upon Buyer's performance of all manufacturer requirements set forth therein and upon Buyer notifying Solarise of any defects within thirty (30) calendar days of delivery.

b) Subject to the provisions of paragraph 5 hereof, Solarise warrants that any goods to be sold hereunder shall substantially conform to the goods described on the reverse side of this invoice and any specifications noted therein. In the event that a specific brand name or specific manufacturer's product is specified on the reverse side hereof, Solarise reserves the right to ship goods of a different brand-name and/or manufacturer so long as they conform to the specifications contained on the reverse side of this invoice.

c) THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SOLARISE. SOLARISE MAKES NO WARRANTIES, COVENANTS, OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OR USE. NO REPRESENTATIONS OF FITNESS FOR ANY PARTICULAR PURPOSE SHALL BE IMPLIED FROM SPECIFICATIONS, IF ANY, SET FORTH HEREIN, OR BY THE NATURE OF THE GOODS.

d) In the event a court of competent jurisdiction should determine that the foregoing warranty limitations and disclaimers are unenforceable for any reason whatsoever, or in any other event, Solarise shall only be liable for any defective or nonconforming goods if: (i) the goods are used for their intended purpose and solely under the conditions and in the manner recommended in manufacturers' specifications or other instructions; (ii) the goods have not been misused or abused in any manner; (iii) no repairs have been attempted by anyone other than an approved Solarise Agent; (iv) subject to the provisions of paragraph 5 hereof, prompt written notice of any such defect or nonconformity is forwarded to Solarise (which notice must in any event be sent to Solarise no later than thirty (30) days after shipment of the goods to Buyer). Upon such claims, the Buyer agrees to allow an approved Solarise agent access to the Buyer's premises and investigate to cause of failures or malfunctions to the extent Solarise deems necessary. If on-site inspections are impossible, the goods are to be returned to Solarise promptly, freight prepaid by Buyer, and directions received by Buyer, if any, for properly identifying items returned are carefully followed; and (v) such written notice authorizes Solarise to examine returned goods to the extent Solarise deems necessary in order to ascertain the cause of failure.

e) In any event the liability of Solarise shall be limited to an obligation to replace or repair such goods or to provide a credit adjustment, as Solarise may in its sole discretion deem appropriate. In no event shall Solarise's liability for defects or nonconformity in any goods exceed its invoice price or replacement cost, whichever is lower, or include any labor charges arising from the replacement. In no event shall Solarise be liable for incidental, consequential, exemplary or special damages including but not limited to lost or anticipated revenues or profits or increased cost of Buyer's performance of its contract obligations, however caused, even if an authorized representative of Solarise is advised of the possibility or the likelihood. All returns for credit are subject to a minimum fifteen percent (15%) handling charge of the invoiced value.

f) In the case of the Customer requiring the Seller to collect and/or deliver goods for repair or replacement a call-out fee of R 250.00 will apply, as well as a travelling charge of R2.50 per kilometer, unless otherwise agreed upon by the Seller and Buyer. These tariffs are net of VAT at the ruling rate and are payable immediately.

g) Any action by Buyer for breach of warranty or other cause hereunder must be commenced within one (1) year after delivery of the goods or it shall be thereafter barred for all purposes. In no event shall Solarise be liable under the above warranties to anyone other than the original buyer.

7. **Acceleration of Due Date.** Solarise reserves the right to accelerate the due date for any payment by Buyer under any contract with Solarise and any other rights made available to creditors under applicable laws, including, without limitation, the right to retake possession of the goods or to stop goods in transit and demand payment before delivery.
8. **Customer Accounts.** All invoices are on open account and are due and payable as provided on the reverse side hereof, or in accordance with the practices customary between the Buyer and the Seller, unless and until Solarise notifies Buyer of any change in its credit policy. Prorated payments shall be due for partial shipments. Promptness of payments at the times they respectively fall due shall be considered as being of the essence of this contract, and failure or substantial delays in making any such payment shall constitute a material breach of this contract, entitling Solarise, at its option, to any or all remedies for breach, including rescission of the entire contract. OVERDUE ACCOUNTS SHALL BE SUBJECT TO A SERVICE CHARGE OF THE PRIME INTEREST RATE PLUS 5% (PER ANNUM) ON THE UNPAID BALANCE, OR THE MAXIMUM AMOUNT PERMITTED BY LAW, WHICHEVER IS GREATER, AND BUYER SHALL BE LIABLE FOR SUCH OTHER FEES AND COSTS AS A RESULT OF THE DELINQUENCY.
9. **Governing Law; Partial Invalidity.** This invoice, and any contract entered into between Buyer and Seller pursuant hereto, shall be governed by and construed in accordance with the laws of the South Africa. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability, without invalidating the remainder of such provision or provisions or the remaining provisions hereof, unless such a construction would be unreasonable.

The Customer shall be liable to the Seller for all legal or other expenses incurred by the Seller in the case of

a) any default by the Customer or

b) any litigation in regard to the validity or enforceability of this agreement.

These expenses include, but are not limited to, collection charges, charges on the client-attorney scale, messenger of court fees or any other charges incidental to this agreement

10. **Force Majeure.** Acts of God or of belligerent powers, wars, sabotage, explosions, riots, strikes, slowdowns, lockouts, fire, floods, lightning, tornado, wind, shortages of, or inability to procure labor, fuel, power, materials or supplies, insufficient transportation facilities or delays in transportation of product or materials or supplies or accidents to plant or machinery, Government controls limiting production or prices, allocations, Government takeover of products or facilities and other Governmental interference or embargoes, or other contingencies, the non-occurrence of which is a basic assumption of Buyer and Solarise. Under such occurrences, all delivery dates shall be delayed to the extent reasonable for the Seller to recover from delays as a result of Force Majeure.
11. **Quotations Subject to Change.** All prices are subject to change without notice, except prices in a written quote from Seller which if less than thirty (30) days old shall be honoured as stated therein. All Orders are also subject to credit approval before shipment. Where Buyer has established credit, payment shall be due thirty (30) days from the date of invoice.

Overdue accounts shall bear interest at a rate equal to the lesser of five percent (5%) plus the prime interest rates per annum or the highest rate permitted by applicable law. All amounts are stated, and payments are to be made, in South African currency unless otherwise agreed by the parties in writing. Each shipment shall be considered a separate and independent transaction and payment shall, therefore, be made accordingly. If, in Seller's judgment, Buyer's financial condition does not at any time justify payment terms as previously specified, Seller may cancel or suspend any unfilled Order unless Buyer shall, upon written notice, immediately pay for any Products to be shipped or Services to be provided or pay in advance for all Products ordered but not shipped or provided, as applicable, or both, at Seller's option. If, despite any default by Buyer, Seller elects to continue to make shipments or provide Services and Products, Seller's action in so doing shall not constitute a waiver of any default by Buyer or in any way prejudice Seller's legal remedies for such default.

12. **Entire Agreement; Amendment and Waiver.** This invoice and all exhibits attached hereto and incorporated herein by this reference contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements or understandings between or among any of the parties hereto, whether written or oral. This invoice may be amended, modified and/or supplemented or any provision of this invoice may be waived only by the mutual written agreement of the parties hereto.