

**1. DEFINITIONS:**

<b>Agent</b>	a relationship where RenEnergy contracts on the Customer's behalf when dealing with third parties such as, but not limited to, Eskom, Local Municipalities, Distribution Network Operators, Local Planning Authorities, Meter Operators, Data Collectors/Aggregators and Utility Companies
<b>Business</b>	the design supply installation servicing and maintenance of solar photovoltaic systems in whole or in part (as applicable) and where relevant such other services and products associated with the storage of electricity for both on and off grid applications
<b>Completion Date</b>	the date on which the Goods are delivered or where Goods and Services are provided the date on which performance of the Services is completed
<b>Conditions</b>	the terms and conditions set out in this document including any special terms and conditions set out overleaf or otherwise agreed in writing between RenEnergy and the Customer
<b>Contract</b>	the contract for the provision of Goods and/or supply of Services
<b>Consent</b>	any permit licence or other necessary approval including but not limited to any building licence (or similar) planning consent environmental licence or other such similar permits or licences issued by local municipalities and/or local planning authorities and (if required) landlord approval and/or any release or amendment to any deed of covenant or similar whether relating to land and/or buildings (new or old) whether protected by special order or not
<b>Customer</b>	the person firm or company purchasing or agreeing to purchase Goods and/or Services from RenEnergy in accordance with the Conditions
<b>Deposit</b>	such other sum as may be set out in any quotation or agreed in writing by RenEnergy from time to time
<b>Goods</b>	all goods materials or any part thereof being the subject of any contract to which the Conditions apply (whether or not in performance of the Services as defined below) particulars of which are set out in any quotation or otherwise specified in writing to the Customer
<b>Price</b>	the price calculated in accordance with the rates or charges set out in any estimate quotation or as set out in RenEnergy's published scale of charges from time to time (or where no price has been quoted a reasonable price) excluding VAT
<b>RenEnergy</b>	RGD SA Pty Ltd (trading as RenEnergy SA), of Unit 11 Meerlust Park, Somerset West, 7130, Cape Town
<b>Scope of Works</b>	the document setting out the scope of works comprised in the Services and by reference to the Specification where appropriate and as annexed to or provided RenEnergy by reference to these Conditions
<b>Services</b>	the services particulars of which are set overleaf and/or in any Scope of Works or out in any quotation or otherwise specified in writing to the Customer together with any applicable call out services which RenEnergy is to carry out in accordance with these Conditions
<b>Specification</b>	the detailed specification of the Goods as set out overleaf or in any specification document provided by RenEnergy to the Customer

**2. CONDITIONS APPLICABLE:**

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions and the Customer acknowledges that it is intended that the Contract shall relate to the Business only
- 2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of RenEnergy and the Customer
- 2.3 Any representations made by RenEnergy employees or agents concerning the Goods or Services shall not be incorporated into the Contract unless confirmed in writing by RenEnergy and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed
- 2.4 Any quotation given by RenEnergy may be withdrawn at any time prior to acceptance by the Customer and unless specified by RenEnergy in writing otherwise shall lapse after thirty (30) days
- 2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other documentation issued by RenEnergy shall be subject to correction without any liability on the part of RenEnergy

**3. ORDERS SPECIFICATIONS SCOPE OF WORKS AND DELIVERY:**

- 3.1 No order shall be deemed to be accepted by RenEnergy unless accepted in writing by RenEnergy's authorised representative
- 3.2 RenEnergy reserves the right to make changes to the Specification and/or the Scope of Works which are required to conform to any applicable safety or other statutory requirements or which do not materially affect their quality specification or performance
- 3.3 Any dates quoted for delivery of the Goods and/or performance of the Services are approximate only. The Customer acknowledges and agrees that delays may be experienced as a result of factors outside the control of RenEnergy (including delays by suppliers or transportation providers) and RenEnergy shall not be liable for any delay in delivery/performance and time for delivery/performance shall not be of the essence unless previously agreed by RenEnergy in writing
- 3.4 RenEnergy shall not be liable for any delay in delivery of the Goods and/or performance of the Services where such delay is caused or contributed to by adverse weather and/or the acts or omissions of other parties including but not limited to the acts or omissions of other contractors or visitors to the location where the Goods and/or Services are to be delivered and/or performed
- 3.5 Unless otherwise agreed the Price is exclusive of transportation and delivery
- 3.6 Any variation to the Specification and/or the Scope of Works required by the Customer must be notified to RenEnergy promptly in which case RenEnergy may accept such variation (subject to any increase in the Price to reflect the alteration) at its sole discretion
- 3.7 Unless agreed by RenEnergy in writing the Customer shall be responsible for obtaining all relevant Consents. RenEnergy shall not be liable for any delay in completion of the Contract arising from the Customer's failure or delay in obtaining such Consents. If the Customer requests that RenEnergy obtains any such Consents and RenEnergy agrees to do so the Customer acknowledges and agrees that:
  - (a) the Customer shall be responsible for all costs incurred by RenEnergy and RenEnergy's charges as specified in writing (which shall be added to the Price)
  - (b) the Customer shall pay to RenEnergy on account of costs and charges referred to at clause 3.7(a) such sum as RenEnergy may request in writing
  - (c) RenEnergy does not represent warrant or guarantee that such Consents will be granted or forthcoming
  - (d) the Customer shall indemnify and keep RenEnergy indemnified from and against any and all claims loss damage liability legal fees and costs whether criminal or civil suffered resulting from any alteration to land or buildings in the performance of the Contract where such alteration is carried out in accordance with any Consents received or the Customer's instructions in the absence of such Consents
- 3.8 The Customer acknowledges that any change to the Specifications and/or Scope of Works required to comply with any conditions applicable to any Consents shall be accepted by RenEnergy at its discretion and subject to the parties' agreement to any increase in Price (and without prejudice to any right of RenEnergy to cancel the Contract). In the event the parties are unable to agree such increase in Price the Customer shall be entitled to cancel the Contract subject to the provisions of clause 8.3

- 3.9 Unless otherwise agreed in writing the Customer shall be responsible for carrying out all necessary preparation work prior to any quoted date for delivery of the Goods and/or performance of the Services. RenEnergy shall not be liable for any delay in completion of the Contract arising from the Customer's failure or delay in undertaking such works and the Customer shall indemnify RenEnergy in respect of any additional costs incurred as a consequence of any default by the Customer under this clause or pay such additional charges as may be set out in any quotation
- 3.10 The Customer will permit RenEnergy to access the site where the Goods are to be delivered/Services are to be performed at all reasonable times between the hours of 8am and 5pm any Monday to Friday or as specifically agreed in writing.
- 3.11 The Customer shall permit RenEnergy to use the Customer's property for the storage of material and equipment whilst work is being carried out and where mains water and electricity are connected to the property the Customer will provide access to these supplies to enable the work to be completed
- 3.12 If the Customer fails to take delivery of the Goods (otherwise than by reason of RenEnergy's fault) and/or fails to permit the performance of the Services by any delivery/installation date(s) then without prejudice to any other right or remedy available to it RenEnergy may:
- (a) store the Goods until actual delivery and charge the Customer for the reasonable costs (including transportation and insurance) of storage and charge the Customer for all reasonable labour costs incurred by RenEnergy or
  - (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses and all other reasonable costs incurred by RenEnergy) account to the Customer for the excess over the Price or charge the Customer for any shortfall below the Price
- 3.13 RenEnergy shall be entitled to deliver the Goods (whether under this Contract or any other contract) by instalments of any size and in any order although RenEnergy shall endeavour to deliver the Goods/perform the Services at dates as close to each other as possible
- 4. DESIGN:**
- 4.1 The Customer acknowledges and agrees that the design work to be undertaken by RenEnergy shall be as set out in the Scope of Works or otherwise set out in writing and that RenEnergy shall make approximate energy consumption calculations and recommend options based on the following information which it shall be the responsibility of the Customer to provide to RenEnergy:
- (a) historical and current electricity invoices recording actual usage and costs incurred
  - (b) data from electricity metering or sub-metering devices
  - (c) energy plant power rating information or specifications
  - (d) energy consumption requirements of the Customer
- 4.2 Unless agreed in writing by RenEnergy, RenEnergy shall not be responsible for verifying the approximate energy consumption calculations and whilst RenEnergy may recommend systems and specifications the Customer acknowledges and agrees that it shall be its responsibility to verify such calculations and assess whether the proposed indicative energy outputs shall meet the Customer's requirements
- 4.3 Where the Services include design work to be undertaken by RenEnergy the Customer acknowledges and agrees:
- (a) the Specification and Scope of Works shall be subject to alteration to take into account any recommendations arising from the work undertaken by RenEnergy subject to the Customer and RenEnergy agreeing the extent of any such alteration and any adjustment to the Price
  - (b) in the event the Customer is unwilling to accept any alteration proposed by RenEnergy and/or the parties do not agree an adjustment to the Price arising from RenEnergy's recommendations under clause 4.3(a) either party shall be entitled to cancel the Contract whereupon the Customer shall pay to RenEnergy such sum for any Goods supplied and/or Services provided calculated at the rates set out in this Contract or in the absence of such specified rates a reasonable sum or where monies have been paid by the Customer in excess of such sum RenEnergy shall refund the difference (without interest)
- 5. PRICE AND PAYMENT:**
- 5.1 Subject to any payment terms set out overleaf or special terms agreed in writing between RenEnergy and the Customer RenEnergy shall be entitled to invoice the Customer for:
- (a) the Deposit and VAT on or at any time after acceptance of the Customer's order
  - (b) the balance of the Price and VAT (or instalments thereof by way of interim invoices) before on or at any time after delivery of the Goods/performance of the Services or in accordance with staged payments as detailed overleaf or in any quotation or otherwise agreed in writing between the parties
  - (c) the charges referred to at clause 5.4 before or at any time after the carrying out of the said works
- 5.2 The Customer shall be liable to pay RenEnergy's call out charges at the rate of seven hundred rands (R700) plus VAT per hour plus expenses or such other standard rates as may be charged by RenEnergy from time to time (or where no such rates apply then RenEnergy's reasonable charges) for site visits inspections and attendance to inspect reported faults unless arising as a consequence of any default by RenEnergy or under any guarantee or warranty
- 5.3 RenEnergy shall consult with the Customer in respect of any additional work that may be required and arising from or associated with any unforeseen or hidden obstructions or hindrances including but not limited to the discovery of asbestos or utility infrastructure whether buried or above ground. The Customer shall be responsible for RenEnergy's reasonable additional costs in respect of such additional work which shall be added to the Price except that if such costs are likely to exceed fifteen percent (15%) of the Price the Customer shall be entitled to cancel the Contract by notifying RenEnergy in accordance with clause 8.3
- 5.4 RenEnergy shall be entitled to charge the Customer for any additional or remedial works arising from any acts or omissions of third parties (but excluding any contractors of RenEnergy) at the location where the Goods are delivered and/or Services are performed. Such charges shall be calculated at the rates referred to at clause 5.2 and the cost of goods charged for in accordance with RenEnergy's pricing policies or where no such policies apply such sum as may be reasonable
- 5.5 RenEnergy's invoices may be rendered from time to time. Payment is due either on receipt of the said invoice or (if specifically notified by RenEnergy) within 7 days of the date of the said invoice (the Due Date). Time of payment of RenEnergy's invoices shall be of the essence
- 5.6 If the Customer fails to make payment by the Due Date then without prejudice to any other right or remedy available to it RenEnergy shall be entitled to:
- (a) cancel the Contract and/or suspend any further deliveries of the Goods to the Customer or performance of the Services (whether under this Contract or any other contract with the Customer)
  - (b) charge the Customer compound interest at the rate of 5% per annum above the First National Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)
- 6. WARRANTIES AND LIABILITIES:**
- 6.1 Subject as expressly provided in these Conditions RenEnergy warrants that:
- (a) the Services shall be performed with reasonable skill and care and that for a period of twelve (12) months the Goods shall conform in all material respects with their description and the Specification and be free from material defects

- 6.2 Any warranty given by RenEnergy in respect of the Goods and/or Services supplied shall be subject to RenEnergy being under no liability:
- (a) in respect of any defect in the Goods and/or Services arising from any drawing design or specification supplied by the Customer
  - (b) in respect of any defects arising from fair wear and tear the Customer's negligence abnormal working conditions failure to follow RenEnergy's or any manufacturer's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without RenEnergy's approval or where such defect is notified after a period of six (6) months from the Completion Date
  - (c) in respect of any damage caused by RenEnergy as a result of normal construction practices where it was not reasonable for RenEnergy to foresee that such damage might have occurred prior to causing the damage
  - (d) in respect of minor electrical effects or where the installation of any solar photovoltaic system reveals any reasonably unforeseeable defect in the electrical system at the property where the Goods are to be delivered and/or Services performed
  - (f) under any warranty condition or guarantee if the Price and VAT has not been paid by the Due Date
  - (g) or in any way responsible for any structural or latent defects existing in the property where the Goods are delivered and/or Services are performed and which would not have been apparent on inspection of the property and which may become evident as a result of installation of the Goods/performance of the Services
- 6.3 RenEnergy's obligation for breach of the warranties set out above shall be at RenEnergy's option to replace or repair any defective products comprised in the Goods and/or remedy any defects in connection with the Services
- 6.4 RenEnergy shall not be liable for any defects injury loss or damage resulting from the Customer's negligence or arising from lack of proper maintenance and improper use accidents unauthorised alterations or faulty workmanship on the part of others (excepting RenEnergy's agents or employees) except that nothing in these Conditions is intended to nor shall it limit any liability on RenEnergy's part in respect of death or personal injury caused by RenEnergy's negligence
- 6.5 Except as otherwise provided in these Conditions RenEnergy shall not be responsible for any alleged defects in Goods and/or Services unless notified to RenEnergy within a period of 28 days from delivery/performance. If the Customer shall fail to give such notice then the Goods and/or Services shall be deemed to be in all respects in accordance with the Contract
- 6.6 RenEnergy shall not be liable for any losses including but not limited to consequential losses loss of profit from business interruption any third party costs that may be incurred by the Customer or an agent of the Customer or any other entity as a result of RenEnergy's installation methods or failure of Goods provided or Services supplied by RenEnergy except that nothing in these Conditions is intended to nor shall it limit any liability on RenEnergy's part in respect of death or personal injury caused by RenEnergy's negligence
- 6.7 RenEnergy will pass onto the Customer the full benefit of any manufacturer's or suppliers' guarantee available in respect of the Goods and/or Services
- 6.8 Any liability of RenEnergy hereunder (except in respect of death or personal injury caused by RenEnergy's negligence) for any delay in performing or any failure to perform any of RenEnergy's obligations in relation to the Goods and/or Services shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar Goods and/or Services to replace those not delivered/performed over the Price
- 6.9 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are extended to the fullest extent permitted by Law
- 6.10 The Customer shall be responsible for RenEnergy's reasonable charges calculated at the rates referred to at clause 5.2 in connection with any inspection carried out by RenEnergy at the Customer's request following the report of any alleged defect by the Customer except in circumstances where RenEnergy is liable under any warranty or guarantee given by it
- 6.11 RenEnergy makes no representation nor warrants or guarantees in respect of the payment of any grant or incentive offered by the South African Government Local Municipality ESKOM or any other body (or the continuation of any scheme) save that RenEnergy warrants that where applicable and appropriate it shall comply with any statutory or regulatory requirements and the requirements of any such grant or incentive scheme
- 6.12 RenEnergy shall not be held responsible for any losses that result from the actions of third parties acting under instruction of RenEnergy when RenEnergy are acting as Agent on the Customer's behalf such as, but not limited to when instructing: ESKOM, Local Municipalities, Distribution Network Operators, Local Planning Authorities, Meter Operators, Data Collectors/Aggregators and Utility Companies
- 7. TITLE AND RISK:**
- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery of the Goods whether or not a delivery note has been signed by the Customer
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any provision of these Conditions the property in the Goods shall not pass to the Customer until RenEnergy has received in actual cleared funds payment in full of the Price and VAT and the price of all other goods agreed to be sold by RenEnergy to the Customer for which payment is then due
- 7.3 Until such time as the property in the Goods passes to the Customer RenEnergy shall be entitled at any time to require the Customer to deliver up the Goods to RenEnergy and except where the Goods are supplied to the Customer as a consumer if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods
- 7.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of RenEnergy but if the Customer does so all monies owing to RenEnergy by the Customer shall (without prejudice to any other right or remedy of RenEnergy) forthwith become immediately due and payable
- 8. CANCELLATION:**
- 8.1 Without prejudice to any other right or remedy available to it RenEnergy shall be entitled to cancel the Contract or suspend any further deliveries or performance under the Contract without any liability on the part of RenEnergy to the Customer and if Goods and materials are in transit RenEnergy shall be entitled to stop those Goods and materials and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:
- (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction) or
  - (b) an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Customer or
  - (c) the Customer ceases or threatens to cease to carry on business or
  - (d) RenEnergy reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly

- 8.2 RenEnergy reserves the right to terminate the Contract without any liability in the following circumstances:
- (a) should any surveyor's report prove unsatisfactory or
  - (b) following any design stage comprised in the Services or
  - (b) if RenEnergy receives unsatisfactory credit references or
  - (c) if any approvals or consents as referred to in clause 3 above are refused or rejected or conditions are applied so as to require any change to the Contract specification where agreement between the Customer and RenEnergy for any alteration to the contract and Price is not agreed or
  - (e) if credit for the Customer is refused or
  - (f) where RenEnergy is prevented from or delayed in performing the Services by reason of any act or omission of the Customer or its representatives or agents
- Where upon any monies paid by the Customer will be refunded (without interest) less such reasonable sum for any Goods ordered for or supplied to the Customer and/or Services performed and costs incurred by RenEnergy
- 8.3 In the event the Customer wishes to cancel this Contract in the circumstances set out at clauses 3.8 or 5.3 the Customer shall inform RenEnergy prior to any additional works being carried out and as soon as possible by giving written notice in writing to RGD SA Pty Ltd (trading as RenEnergy SA), Unit 11 Meerlust Park, Somerset West, 7130, Cape Town.. Any monies paid by the Customer will be refunded (without interest) less such reasonable sum for any Goods and/or Services provided and costs incurred by RenEnergy
- 9. FORCE MAJEURE:**
- 9.1 Neither party shall be liable for any delay in performing or failure to perform (other than a payment obligation) due to any act of god war strike lock-out industrial action fire flood drought tempest or any other event beyond the reasonable control of either party. Such delay or failure will not constitute a breach of this Contract and time for the performance of the affected obligations will be extended by such period as is reasonable
- 9.2 If a force majeure event prevents RenEnergy from providing an of the Goods and/or Services for more than sixty (60) days RenEnergy shall have the right to terminate this Contract immediately by giving written notice to the Customer without limiting its other rights or remedies
- 10. INTELLECTUAL PROPERTY AND DATA:**
- 10.1 Unless otherwise agreed the Customer will not acquire any rights in any intellectual property in the Goods or Services or in packaging or under labels which include trade marks or logos other than those belonging to the Customer and any such rights which the Customer may by law acquire will be held by the Customer on trust absolutely for RenEnergy
- 10.2 The Customer shall comply with RenEnergy's reasonable requests for the provision of data recorded by data monitoring devices connecting to solar photovoltaic systems designed and/or supplied by RenEnergy and shall permit RenEnergy access to the premises where such systems are installed for the purposes of retrieving such data
- 11. GENERAL:**
- 11.1 The headings in the Conditions are for convenience only and shall not affect their interpretation
- 11.2 RenEnergy shall be entitled to assign this Contract or any of its rights hereunder
- 11.3 RenEnergy may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors
- 11.4 No waiver by RenEnergy of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision
- 11.5 No failure of the Customer to exercise any power given to it or to insist upon strict compliance by RenEnergy with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of the Customer's rights under the Contract
- 11.6 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby
- 11.7 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed
- 11.8 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract
- 11.9 The Contract shall be governed by the laws of South Africa and subject to the non-exclusive jurisdiction of the South African courts