

SCHEDULE 4

General Terms and Conditions

IMPORTANT: These General Terms and Conditions contain warranty disclaimers and other provisions that limit GoSolr's liability towards the Customer or that may require the Customer to indemnify GoSolr or assume certain risks and liability. **These terms are emphasized in bold and require careful attention.** The Customer acknowledges that, to the extent required, it has had the opportunity to seek independent advice before accepting this Agreement.

The use of GoSolr's website and/or services or products constitutes acceptance of these General Terms and Conditions, which constitute a binding agreement between GoSolr and the Customer ("Agreement").

GoSolr may amend these Terms and Conditions from time to time, to reflect changes in law, business, services, or for operational, technical or security reasons. Where amendments are made, GoSolr will provide notice to Customers by publishing the updated Terms and Conditions on its website and/or communicating such amendments through appropriate customer communication channels. The Customer acknowledges that it is their responsibility to review these terms periodically to remain informed of any updates or amendments made from time to time.

Continued use of GoSolr's services or products after the effective date of the amended Terms and Conditions will constitute acceptance of the updated Terms and Conditions, only where amendments are not materially prejudicial to the Customer. Any amendments introducing new fees, increased charges, expanded indemnities or limitations of liability will require prominent notice and express acceptance.

These General Terms and Conditions must be read together with the GoSolr's Privacy Policy and Terms of Use, which is accessible via GoSolr's website (the "[Privacy Policy](#)"). The Customer is advised to review the Privacy Policy to understand the types of personal data GoSolr collects, the sources of this data, the third parties with whom GoSolr may share this data, the retention period of the data, and the procedure for requesting access to or deletion of personal data.

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1. PARTIES

1.1. The Parties to this Agreement are -

1.1.1. GoSolr; and

1.1.2. the Customer.

1.2. The Parties agree as set out below.

2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them below, and cognate expressions shall bear corresponding meanings:

2.1.1. "**Act of Insolvency**" in relation to a Party means any of the following:

2.1.1.1. the Party is placed into administration, business rescue, or similar proceedings;

2.1.1.2. a deed of arrangement is entered into concerning the Party's debts;

2.1.1.3. an application is made to a court for the business rescue, sequestration, liquidation, or winding up of that Party, and such application is not stayed or dismissed within 14 (fourteen) days after it is made;

2.1.1.4. the Party resolves to be placed in business rescue or voluntarily wound up;

2.1.1.5. a winding-up or sequestration order is made against the Party, whether provisionally or finally;

2.1.1.6. a trustee, receiver, receiver and manager, provisional liquidator, or liquidator is appointed to the Party or any of its assets;

2.1.1.7. the Party notifies the other Party or any creditor that it is or is deemed under any law to be insolvent or unable to pay its debts as they fall due;

2.1.1.8. any act by that Party which would be construed as being an act of insolvency under the Insolvency Act, 1936, if committed by a natural person; or

2.1.1.9. any analogous event occurs under the laws of any relevant jurisdiction;

2.1.2. "**Additional Installation Fee**" means the amount payable by the Customer to GoSolr for the installation of the Additional Installation Materials (if applicable) by the Service Provider, as detailed in the Contract Details;

2.1.3. "**Additional Installation Materials**" means any additional structures or materials to be installed on the Rooftop by the Service Provider, as described in Schedule 2 (Specifications), where a Customer is deemed to have a flat roof installation that necessitates such materials;

2.1.4. "**Administration Fee**" means the administration fee set out in the Contract Details, which is payable in accordance with clause 16.1;

2.1.5. "**Agreement**" means this agreement, including the Contract Details and all Schedules hereto, as amended, varied, novated or supplemented from time to time;

2.1.6. "**Battery**" means the battery and components as described in Schedule 2 (Specifications);

2.1.7. "**Call-Out Fee**" means the call-out fee as described in the Contract Details;

2.1.8. "**Change in Law**" means:

2.1.8.1. the adoption, promulgation, amendment, change in interpretation, modification or repeal after the Signature Date by any Responsible Authority of any law; or

2.1.8.2. the imposition by a Responsible Authority of any condition in connection with the issuance, renewal or modification of any Consent after the Signature Date;

2.1.9. "**Connection Point**" means the point where the municipal meter connects to the distribution board located at the Premises;

- 2.1.10. **"Consents"** means all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions and/or licences required by any Responsible Authority in connection with the performance of any Works and/or the operation and maintenance of the Solar System;
- 2.1.11. **"Consumed"** means Solar Energy used by the Customer as measured by the Inverter, including Solar Energy consumed in charging the Battery, and **"Consumption"** shall bear a corresponding meaning;
- 2.1.12. **"Contract Details"** means the Contract Details forming part of this Agreement and agreed between the Parties;
- 2.1.13. **"CPA"** means the Consumer Protection Act 68 of 2008;
- 2.1.14. **"Customer"** means the party specified as the Customer in the Contract Details. If the Customer is a legal entity, the individual signing this Agreement on behalf of the Customer warrants that they are duly authorised to bind the entity to the terms and conditions of this Agreement;
- 2.1.15. **"Customer's Bank Account"** means the Customer's bank account details as set out in the Contract Details;
- 2.1.16. **"De-Installation Fee"** means the amount payable by the Customer to GoSolr for the de-installation of the Solar System (as escalated) by the Service Provider, as detailed in the Contract Details, following cancellation of this Agreement and where the Customer has not elected to purchase the Solar System in terms of clause 22;
- 2.1.17. **"Dispose"** means to assign, transfer, or otherwise dispose of, or grant or permit the grant of any legal or equitable interest (either in whole or in part), whether by sale, lease, declaration, or creation of a trust, or by permanently vacating, deserting, or otherwise abandoning any property, and any reference to **"Disposal"** shall be construed accordingly;
- 2.1.18. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;
- 2.1.19. **"Electrical Installation Regulations"** means the Electrical Installation Regulations, 2009, promulgated under the Occupational Health and Safety Act 85 of 1993, as amended from time to time;
- 2.1.20. **"Existing Electrical Installation"** means the entire electrical installation at the Premises as defined in the Electrical Installations Regulations, excluding the Solar System installed by or on behalf of GoSolr;
- 2.1.21. **"Service Provider"** means the appointed entity, qualified to work unsupervised on the installation, commissioning and maintenance of low voltage electrical and electronic equipment and appliances in a consumer's electrical installation;
- 2.1.22. **"Encumbrance"** means any mortgage, pledge, lien, deed of cession, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security, whether by contract or operation of law, including any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set-off, or made subject to a combination of accounts so as to effect the discharge of any sum owed or payable to any person, and **"Encumber"** shall bear a corresponding meaning;
- 2.1.23. **"Fixed Monthly Fee"** means the amount payable by the Customer to GoSolr monthly, as set out in the Contract Details;
- 2.1.24. **"GoSolr"** means GoSolr Proprietary Limited, registration number 2021/912191/07, a private company duly incorporated in the Republic of South Africa;
- 2.1.25. **"Grid Interruption"** means any event that disrupts the national electrical grid, including but not limited to interruptions, failures, outages, voltage surges, curtailments, and load shedding, that affect the Connection Point and consequently hinders the delivery of electrical energy generated by the Solar System;
- 2.1.26. **"Independent Expert/Assessor"** means, in the event that the dispute is a technical dispute, an electrical or power engineer with relevant professional experience, as agreed upon by the Parties, or, failing agreement, nominated (at the request of either Party). The decision of the Independent Expert/Assessor shall be final and binding on the Parties, except where otherwise provided for in this Agreement;
- 2.1.27. **"Initial Electrical Certificate of Compliance"** means a valid certificate of compliance relating to the Premises' existing electrical installation, issued prior to the Installation and provided by the Customer to GoSolr, evidencing compliance with applicable electrical laws and regulations as at the date of inspection;
- 2.1.28. **"Inverter"** means the device or system installed by the Electrical Contractor as part of the Solar System that converts direct current (DC) electricity generated by the Solar System into alternating current (AC) electricity. It may also include additional functionalities for monitoring and measuring the Solar Energy generated and Consumed;
- 2.1.29. **"Minimum Buyout Fee"** means an amount determined using the table included in the Contract Details;
- 2.1.30. **"NCA"** means National Credit Act 34 of 2005;

- 2.1.31. **"Operations Date"** means the date on which, based on the Electrical Contractor's assessment, the Solar System is capable of being operated safely under all anticipated or operational conditions, as notified by GoSolr to the Customer in accordance with clauses 8.4 and 8.6;
- 2.1.32. **"Parties"** means the parties to this Agreement as set out in clause 1.1, and **"Party"** means either of them, as the case may be;
- 2.1.33. **"Placement Area"** means the designated area on the Premises where the Solar System is installed and positioned. It includes the space required for solar panels, inverters, mounting structures, and any associated equipment necessary for the effective operation of the Solar System;
- 2.1.34. **"Placement Relocation Event"** means the process of removing the Solar System from the Placement Area, starting at the shutdown of the Solar System in pursuance of its relocation and ending when the Solar System is reinstalled at a new location, within the same Premises, fully commissioned, and operational.
- 2.1.35. **"Premises"** means the premises at which the relevant Works are to be carried out and where the Solar System will be installed (Premises);
- 2.1.36. **"Prime Rate"** means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 day year (irrespective of whether or not the year is a leap year), as published from time to time by Investec Bank Limited as its prime overdraft rate, as certified by any representative of that bank whose appointment and designation need not be proved;
- 2.1.37. **"Purchase Option"** has the meaning given to that term in clause 22;
- 2.1.38. **"Purchase Price"** means the Minimum Buyout Fee;
- 2.1.39. **"Relocation Event"** means the process of relocating the Solar System, starting with the shutdown of the Solar System for relocation purposes and ending when the Solar System is reinstalled at a new location, fully commissioned and operational;
- 2.1.40. **"Required Documents"** means certified copies of the applicable documents listed in Schedule 3 (Required Documents) and such other documents as GoSolr may request, which the Customer must deliver to GoSolr as soon as possible after the Signature Date;
- 2.1.41. **"Responsible Authority"** means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;
- 2.1.42. **"GoSolr's Bank Account"** means the bank account of GoSolr, the details of which are set out in the Contract Details, or such other bank account as may be notified by GoSolr to the Customer in writing;
- 2.1.43. **"Service Provider"** means a provider appointed by GoSolr to conduct the installation/deinstallation/call outs regarding the solar equipment on its behalf;
- 2.1.44. **"Sign", "Signed" or "Signature"** means the Customer's express acknowledgement of the acceptance of this Agreement, which is recorded through an electronic communication by the Customer's selecting the corresponding field at the end of this Agreement. The term **"electronic communication"** has the meaning assigned to it in ECTA;
- 2.1.45. **"Signature Date"** means the date on which the Customer electronically acknowledges acceptance of this Agreement;
- 2.1.46. **"Solar Energy"** means the electrical energy, expressed in kilowatt-hours (kWh), generated by the Solar System and available for consumption measured by the Inverter;
- 2.1.47. **"Solar Software"** means the software forming part of the Inverter, installed by the Service Provider and managed by GoSolr, in respect of the Solar System;
- 2.1.48. **"Solar System"** means the system owned by GoSolr, comprising the components set out in Schedule 2 (Specifications) of this Agreement, which generates Solar Energy and stores electrical power, and which is to be installed at the Premises by the Service Provider;
- 2.1.49. **"Term"** means the period during which this Agreement is in effect, commencing on the Signature Date and continuing until terminated in accordance with the terms of this Agreement;
- 2.1.50. **"Termination Date"** means the date upon which this Agreement is ended, either by mutual agreement of the Parties in writing and the De-Installation Fee is paid in full in accordance with the provisions set forth in this Agreement;

- 2.1.51. **"Utility"** means any licensed third-party entity, excluding GoSolr, supplying electrical energy to the Premises under a separate electrical energy supply agreement. This can include a Responsible Authority or private Service Providers;
- 2.1.52. **"VAT"** means value-added tax imposed under the Value Added Tax Act 89 of 1991; and
- 2.1.53. **"Works"** means the works, services, and other activities to be performed by GoSolr and/or the Service Provider, as the case may be, including:
- 2.1.53.1. developing detailed plans for the Solar System, including system design, layout, and integration with existing infrastructure;
 - 2.1.53.2. installing, commissioning, owning, maintaining, repairing, removing, replacing or making additions to the Solar System, as well as installing complementary technologies at or near the location of the Solar System;
 - 2.1.53.3. installing, using and maintaining inverters necessary to connect the Solar System to the Connection Point; and
 - 2.1.53.4. performing any other actions necessary for the construction, installation, operation, maintenance, removal or repair of the Solar System.
- This specifically excludes any maintenance, repair or replacement of any meters, inverters, electric lines or other electrical components not installed by or on behalf of GoSolr.
- 2.2. In this Agreement —
- 2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
 - 2.2.2. an expression which denotes: (i) any gender includes the other genders; (ii) a natural person includes a juristic person and *vice versa*; (iii) the singular includes the plural and *vice versa*; (iv) a Party includes a reference to that Party's successors in title and assigns allowed at law; and (v) a reference to a consecutive series of two or more clauses includes both the first and last mentioned clauses.
- 2.3. Any reference in this Agreement to:
- 2.3.1. **"days"** means calendar days unless otherwise specified as "business days," which excludes Saturdays, Sundays, and public holiday as gazetted by the government of the Republic of South Africa;
 - 2.3.2. **"laws"** refers all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and **"law"** shall have a similar meaning;
 - 2.3.3. **"month"** means calendar month, starting on the first day of a calendar month and ending on the last day of that month; and
 - 2.3.4. **"person"** includes any person, company, close corporation, trust, partnership or other entity, whether or not having separate legal personality.
- 2.4. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example shall not limit the general word preceding it.
- 2.5. The word "written" means a document (whether hardcopy or electronic), including e-mail, and "writing" shall have a corresponding meaning.
- 2.6. Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.7. Unless otherwise specified, defined terms in title case shall be given their meaning as defined, while the same terms in lowercase shall be interpreted in accordance with their plain English meaning.
- 2.8. A reference to any statutory enactment shall be construed as a reference as at the Signature Date and as amended or substituted.
- 2.9. Unless specifically otherwise provided, any number of days prescribed shall exclude the first day and include the last day.
- 2.10. If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day, then (unless otherwise stipulated) the due date shall be the immediately preceding business day.

- 2.11. Where figures are referred to in numerals and in words, and there is any conflict, the words shall prevail unless the context indicates a contrary intention.
- 2.12. The rule of construction that this Agreement shall be interpreted against the Party responsible for its drafting shall not apply.
- 2.13. No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.14. In this Agreement, the words "clause" or "clauses" and "schedule" or "schedules" refer to clauses of and schedules to this Agreement.

3. TERM

This Agreement shall commence on the Signature Date and shall endure indefinitely until terminated by either Party in accordance with the termination provisions set forth in clause 23.

4. CONSUMER PROTECTION ACT

- 4.1. To the extent that the CPA applies to this Agreement, the Customer acknowledges that it has been informed of its rights under the CPA, and that GoSolr has provided all necessary explanations and disclosures required by the CPA, including details of the goods or services, pricing, and any applicable terms and conditions. The Customer confirms that it has read and understands the terms of this Agreement and is entering it voluntarily.
- 4.2. The Customer acknowledges that in the event of any conflict between the provisions of this Agreement and the CPA, the CPA provisions will take precedence, and GoSolr will comply with all relevant CPA requirements.
- 4.3. The Customer acknowledges that it has been informed of its right to lodge complaints with GoSolr regarding the services provided, and that GoSolr will address and resolve such complaints in accordance with the CPA.

5. ELECTRONIC COMMUNICATION AND TRANSACTIONS ACT

- 5.1. The Customer acknowledges that this Agreement and any related documents or communications provided by GoSolr electronically, including via email, are valid and legally binding as per the provisions of ECTA. The Customer agrees that electronic signatures and records are acceptable and enforceable in accordance with ECTA.
- 5.2. The Customer acknowledges that GoSolr may use electronic means to communicate with it, provide notices, and send records related to this Agreement. The Customer agrees to receive such communications and notices electronically, understanding that they are legally equivalent to written documents.
- 5.3. The Customer acknowledges that GoSolr has implemented reasonable technical and security measures to protect electronic communications and transactions in compliance with ECTA. The Customer understands its responsibility to ensure the security of its own electronic devices and communications.

6. ACCESS RIGHTS AND PROPERTY CONSENTS

6.1. Access Rights

- 6.1.1. The Customer grants GoSolr, its Service Providers, contractors, representatives and affiliates the right to access the Premises at reasonable times, on reasonable notice (except in the case of emergencies), as may be required for the installation, inspection, operation, maintenance, repair, replacement and removal of the Solar System.
- 6.1.2. The Customer shall ensure that GoSolr and its Service Providers are granted unobstructed access to the Premises for the purposes contemplated in this clause. Any failure or refusal by the Customer, or any occupant of the Premises, to provide such access shall constitute a material breach of this Agreement.
- 6.1.3. In the event that access is denied, delayed or obstructed, GoSolr shall be entitled, without prejudice to any other rights it may have, to:
- 6.1.3.1. Recover from the Customer all additional costs incurred as a result of such denial, delay or obstruction, including contractor costs, call-out fees, recovery costs and legal costs;
- 6.1.3.2. Suspend the provision of services until such time as access is provided; and/or
- 6.1.3.3. Terminate this Agreement in accordance with its termination provisions as a last resort, after reasonable engagement.

- 6.1.4. If the Customer fails or refuses to arrange access to the Premises within 5 (five) business days after receiving written notice from GoSolr and/or any of its representatives requesting such access, GoSolr may seek access directly with the property owner, landlord, managing agent, body corporate, tenant or any lawful occupant of the Premises for purposes of installing, inspecting, maintaining, repairing or removing the Solar System, provided that such access does not constitute unlawful entry.
- 6.1.5. The Customer hereby authorises GoSolr to liaise directly with such parties and to provide such information as may reasonably be required to facilitate access to the Premises for the purposes contemplated in this Agreement.
- 6.1.6. The Customer acknowledges that the Solar System remains the sole property of GoSolr and agrees that GoSolr shall be entitled to access the Premises to recover or remove the Solar System upon termination or expiry of this Agreement.
- 6.1.7. If the Customer is a tenant, the Customer warrants that it has notified GoSolr of its tenancy and has obtained the written consent of the property owner to install the Solar System and to grant GoSolr, its Service Providers, contractors, representatives and affiliates access to the Premises for the purposes contemplated in this Agreement. The Customer must provide GoSolr with a copy of such consent upon request.
- 6.1.8. If the Solar System is installed at a property occupied by a tenant or third party, the Customer must ensure that such occupant grants GoSolr, its Service Providers, contractors, representatives and affiliates access to the Premises as required under this Agreement and must provide GoSolr with written confirmation of such arrangements upon request.
- 6.1.9. If the Customer vacates, sells, leases or otherwise ceases to occupy the Premises, whether due to lease expiration, sale of the property, or any other reason, the Customer must ensure that GoSolr is granted access to remove the Solar System and shall provide GoSolr with reasonable cooperation and any confirmations required from the new owner, landlord, managing agent or occupant to facilitate such removal.
- 6.1.10. The Customer agrees to provide GoSolr, its Service Providers, contractors, representatives and affiliates with access to the Premises in the event of an emergency, at such reasonable times and frequencies as GoSolr determines are necessary to address urgent issues related to the Solar System.
- 6.2. **Community Scheme Consents**
- 6.2.1. If the Premises are part of a community scheme (such as a homeowners' association or body corporate), the Customer warrants that it has obtained all necessary consents from the community scheme before the installation of the Solar System. The Customer shall provide GoSolr with evidence of these consents, together with the Agreement when it is signed.
- 6.2.2. The Customer agrees to indemnify GoSolr against any claims, losses, or damages arising from the failure to obtain necessary consents or to provide required access as specified in this Agreement.
- 6.3. **Space, Storage and Installation**
- 6.3.1. The Customer shall ensure that there is sufficient space within the Premises to accommodate GoSolr's electronic systems required for the operation of the Solar System.
- 6.3.2. GoSolr has the right for its transmission lines and communication cables to be installed and maintained within and, if necessary, across the Premises.
- 6.3.3. The Customer shall provide GoSolr with suitable storage space on the Premises for materials and tools used during the performance of the Works. GoSolr and/or its Service Provider shall be responsible for ensuring that their stored items are adequately sheltered and secured.
- 6.3.4. The Customer hereby undertakes to provide necessary water, drainage and electrical connections on the Premises to facilitate the performance of the Works.
7. **CONDITIONS FOR INSTALLATION**
- 7.1. **Validity**
- 7.1.1. This Schedule 4 is subject to the installation taking place within 90 (ninety) days of the Signature Date, unless otherwise agreed in writing with GoSolr.
- 7.2. **Assessment**
- 7.2.1. On or as soon as reasonably possible after the Signature Date, GoSolr and its Service Provider shall assess the suitability of the Premises for the installation of the Solar System. This may include:

- 7.2.1.1. inspecting the physical condition of the Premises and any structures on which the Solar System will be installed;
- 7.2.1.2. applying for a permit from the local municipality for the installation of the Solar System;
- 7.2.1.3. executing all necessary agreements with the Utility for the interconnection of the Solar System to the Connection Point; and
- 7.2.1.4. conducting any other investigations or determinations necessary for the construction and maintenance of the Solar System.
- 7.2.2. GoSolr's assessment does not include an assessment of the compliance of the Premises with local electrical codes or regulations. The Customer is responsible, at its own costs, for ensuring that all aspects of the Premises comply with applicable electrical regulations and standards and will provide GoSolr with a valid Initial Electrical Certificate of Compliance. GoSolr shall not be responsible for any defects, non-compliance, repairs, upgrades or remedial work relating to the Premises' existing electrical installation. The Customer acknowledges that they remain responsible at all times, before, during and throughout the Term, for the safety, safe use and maintenance of the Existing Electrical Installation.
- 7.2.3. The Customer must provide the following to GoSolr upon the Signature Date or as soon thereafter as requested by GoSolr:
 - 7.2.3.1. the Required Documents;
 - 7.2.3.2. a valid Initial Electrical Certificate of Compliance relating to the Premises' existing electrical installation; and
 - 7.2.3.3. all pre-existing reports regarding the design, specification, and/or condition of the Premises and any improvements thereon.
- 7.2.4. The Customer must cooperate with GoSolr and its Service Providers in relation to any applications identified in clause 7.2.2 including providing reasonable assistance in the preparation of such applications to expedite their consideration by the appropriate Responsible Authority, provided that such applications are in compliance with all applicable legal requirements.
- 7.2.5. GoSolr is entitled to conduct a credit check on the Customer. By Signing this Agreement and completing the consent form set out in Annexure 1 to Schedule 3 (Required Documents), the Customer authorises and permits GoSolr to conduct such credit check and share the Customer's personal information with authorised credit bureaus registered in terms of the NCA. If the credit check is unsatisfactory in GoSolr's sole discretion, GoSolr may elect not to proceed with the installation of the Solar System, in which case this Agreement shall be deemed terminated without further liability to either Party, except for the return of any payments made by the Customer, less any costs incurred by GoSolr up to the date of termination.
- 7.3. **Administration Fee**

The Customer shall pay a once-off non-refundable Administration Fee for the processing of the Customer's application. This fee does not cover any costs related to ensuring compliance with electrical regulations or safety standards, which remain the sole responsibility of the Customer.

8. INSTALLATION OF THE SOLAR SYSTEM

8.1. Commencement of Installation

- 8.1.1. GoSolr shall have the right, in its sole and absolute discretion, to appoint its Service Provider to commence the installation of the Solar System only if and once:
 - 8.1.1.1. following the site inspection of the Premises, GoSolr and its Service Provider determine that the Premises is suitable for the installation of the Solar System;
 - 8.1.1.2. GoSolr has received all Required Documents;
 - 8.1.1.3. the Customer has paid the Administration Fee;
 - 8.1.1.4. to the extent applicable, the Customer has paid the Additional Installation Fee;
 - 8.1.1.5. GoSolr, in its sole discretion, is satisfied with the results of the credit check conducted in respect of the Customer; and
 - 8.1.1.6. all relevant Consents have been obtained for the installation of the Solar System.
- 8.1.2. GoSolr shall use reasonable endeavours to ensure that the installation of the Solar System is completed in accordance with applicable standards and with reasonable care and skill. GoSolr shall remain responsible for the design and installation of the Solar System, including work performed by its Service Providers.

However, GoSolr shall not be liable for any delays or failure to perform arising from circumstances beyond its reasonable control, including delays caused by Service Providers or other third-party suppliers, municipal approvals, or factors relating to the condition of the Premises.

8.1.3. The Customer remains responsible for ensuring that the Premises complies with all applicable electrical and safety requirements prior to installation, and GoSolr shall not be liable for any defects, delays or additional costs arising from pre-existing non-compliance at the Premises

8.1.4. In the event that the conditions set out in clause 8.1.1 are not satisfied within 45 (forty-five) days after the Signature Date, GoSolr may, in its sole discretion, terminate this Agreement without any further liability to the Customer. Any amounts paid by the Customer to GoSolr prior to such termination, less any costs incurred by GoSolr, shall be refunded.

8.2. Customer's Responsibility for Approvals

8.2.1. The Customer is solely responsible for obtaining all necessary approvals, consents, and permits required by Responsible Authorities, and community schemes for the installation, operation, and connection of the Solar System. This includes, but is not limited to, permissions from municipal departments, compliance with the National Energy Regulator of South Africa (NERSA) regulations, adherence to South African National Standards (SANS), and any other relevant requirements. GoSolr shall bear no responsibility for ensuring compliance with such approvals, consents, or permits, and shall not be held liable for any failure to comply with such regulatory requirements.

8.2.2. GoSolr may, at its discretion, assist the Customer in applying for these approvals by providing necessary documentation and information, but the obligation to secure such approvals and ensure compliance remains with the Customer. The Customer warrants that it shall have obtained approvals before the commencement of installation.

8.2.3. The Customer shall ensure that there are no restrictions, specifically restrictions pertaining to zoning, in relation to the Premises that may affect the Works including but not limited to the Premises being in a conservation area or in an area of outstanding natural beauty.

8.2.4. The Customer acknowledges that any failure to obtain the required approvals or consents, resulting in a delay or inability to proceed with installation which includes the provision of the Initial Certificate of Compliance which relates to the Premises' existing electrical installation, shall be the sole responsibility of the Customer. GoSolr shall not be liable for any resulting damages, penalties, or additional costs. The Customer shall bear all such risks and costs.

8.3. Solar System Design and Installation

8.3.1. Subject to clause 8.1, GoSolr will design the Solar System, which its Service Provider will install at the Premises.

8.3.2. As at the Signature Date, GoSolr anticipates that the Solar System shall consist of the components and specifications set forth in Schedule 2 (Specifications).

8.3.3. The Solar System will be designed in accordance with applicable industry standards and the technical parameters of the Premises based on the information provided by the Customer regarding their electricity consumption.

8.3.4. GoSolr has the right to modify the design of the Solar System, including the selection of the components, in its sole discretion. GoSolr shall advise the Customer of any such changes.

8.4. Operations Date

8.4.1. GoSolr shall use all reasonable commercial endeavours to achieve the Operations Date within 30 (thirty) days after the Signature Date, subject to the parameters provided by its Service Provider. If GoSolr is unable to achieve the Operations Date within this period, GoSolr shall notify the Customer of the delay and the proposed new date as soon as possible.

8.4.2. The Parties agree that if the Operations Date is not achieved within the abovementioned period, GoSolr shall have no liability to the Customer and shall be subject to no penalty for any inability to perform any of its obligations under this Agreement, including but not limited to its obligation to ensure that the Operations Date is achieved, and will not be in default of this Agreement as a result of such non-performance.

8.5. Installation, Integration and Commissioning

8.5.1. GoSolr and its Service Providers shall identify a suitable Placement Area for the Solar System during the Premises inspection. GoSolr will communicate the proposed positions for installation to the Customer. Any subsequent relocation of components due to the Customer's dispute or change of position will be at the Customer's cost.

8.5.2. GoSolr will provide the Customer with the relevant documents, such as the Supplementary Certificate of Compliance ("Supplementary CoC"), relating solely to the installation and electrical works performed by or on behalf of GoSolr. The Supplementary CoC shall not certify and shall not be construed as certifying the compliance of the Premises' pre-existing electrical installation. The registration of the Small-Scale Embedded Generation ("SSEG") remains the responsibility of the Customer. GoSolr will only assist as an added service, however, should the local municipality reject the application, GoSolr will not be held liable whatsoever.

8.5.3. The Customer acknowledges that a Certificate of Compliance (CoC) only certifies that the installation, or in the case of a Supplementary CoC, that the specific electrical work performed by or on behalf of GoSolr, complied with the applicable standards as at the date of the inspection. The issuance of any Initial CoC or Supplementary CoC does not transfer to GoSolr, its Service Provider or any registered person any responsibility or liability for the ongoing safety, maintenance, condition or performance of the Existing Installation. Such responsibility remains with the Customer and/ or the owner of the Existing Electrical Installation. GoSolr, nor its Service Provider, shall be liable for any alteration, modification, deterioration, wear and tear, defect, damage, or fault arising in the Existing Installation after the date of the issuance of the relevant Supplementary CoC.

8.5.4. The Customer acknowledges that failure to comply with tariff/meter or any other legal requirements may jeopardise the registration of the Solar System. The Customer shall remain responsible for compliance with such requirements. GoSolr and its Service Provider will not be liable for any issues resulting from the Customer's non-compliance.

8.6. **Completion**

GoSolr will notify the Customer upon the completion of the installation of the Solar System on the Operations Date.

8.7. **Defects**

If the Customer identifies any latent or patent defects ("Defects") relating to the installation of the Solar System on the Premises, the Customer must notify GoSolr in writing as soon as reasonably practicable after becoming aware of such Defects. The Customer's failure to notify GoSolr of any Defects within 30 (thirty) days of becoming aware of them may result in delays in assessing or remedying such Defects and may affect GoSolr's ability to investigate the cause of the Defect adequately.

8.8. **Quality of Service and Compliance**

GoSolr warrants that the design, Installation and commissioning of the Solar System performed by or on behalf of GoSolr, shall be carried out with reasonable care, skill and diligence and in accordance with generally accepted industry standards.

The Customer remains responsible for the condition and compliance of the Premises and any pre-existing electrical infrastructure, including ensuring that the Premises complies with applicable electrical and building regulations prior to installation.

Nothing in this Agreement shall be interpreted as excluding or limiting the Customer's rights under section 54 of the CPA in respect of the quality of services provided by GoSolr.

9. **SOLAR SYSTEM**

9.1. **Solar System Output**

9.1.1. The Customer acknowledges that it is aware and fully understands that several factors may adversely affect the performance of the Solar System, including, without limitation, the following factors:

9.1.1.1. shadows and shade cast over the solar panels;

9.1.1.2. weather conditions;

9.1.1.3. any damage or degradation of the solar panels;

9.1.1.4. the positioning of the Rooftop on the Premises;

9.1.1.5. the geographic location of the Premises; and

9.1.1.6. the use of the Solar System for purposes other than its intended design or in a manner not in accordance with the operating guidelines provided by GoSolr from time to time.

9.2. **Battery Output**

The Customer acknowledges that it is aware and fully understands that several factors may adversely affect the performance of the Battery, including without limitation, the following factors:

9.2.1. any damage or degradation of components of the Battery;

9.2.2. the positioning of the Battery on the Premises; and

9.2.3. the use of the Battery for purposes other than its intended design or in a manner not in accordance with the operating guidelines provided by GoSolr to the Customer from time to time.

9.2.4. Any performance estimates, output projections or illustrations provided by GoSolr are estimates only and are not guarantees of actual performance, as the performance of the Solar System is influenced by factors beyond GoSolr's control.

9.3. **No Guarantee**

9.3.1. GoSolr shall use its reasonable endeavours to ensure that the Solar System performs as would be reasonably expected. However, due to the factors referred to in clauses 9.1 and 9.2 (if applicable), GoSolr does not provide any guarantees or warranties, nor make any representations regarding the performance of the Solar System. Nothing in this clause limits the Customer's statutory rights under section 55 and 56 of the CPA. Performance figures are estimates only and not guarantees of output.

9.3.2. GoSolr will, where reasonably possible, in consultation with its Service Provider, attempt to identify potential restrictions or limitations on the Solar System's performance prior to installation. However, the Customer acknowledges and accepts that, due to the nature of the Solar System and the service being provided, neither GoSolr nor its Service Provider can identify, guard against, or circumvent all such restrictions or limitations.

9.3.3. GoSolr does not guarantee uninterrupted supply, minimum output levels or savings, but warrants that the Solar System supplied and installed shall be of good quality, in good working order and reasonably suitable for the purpose for which it is intended, subject to normal operating conditions.

9.4. **Restoration**

9.4.1. The Customer acknowledges that it is aware and fully understands the potential effects that the installation and removal of the Solar System may have on the Premises, including discolouration of the Rooftop and/or walls on which the components of the Solar System are installed, holes drilled into walls and/or the Rooftop to install and erect roof structures and other components of the Solar System, and other minor changes in appearance to the Premises pursuant to the performance of the Works.

9.4.2. The Customer acknowledges and agrees that neither GoSolr nor its Service Provider shall be responsible for any restoration of the Premises upon removal of the Solar System beyond what is necessary to fix or fill holes drilled during the installation. Neither GoSolr nor its Service Provider shall be obliged to repaint, repair or restore any part of the Premises.

9.5. **Risk In and To the Solar System**

9.5.1. All risks in and to the Solar System, including any loss thereof or any damage thereto for whatever reason (including any loss or damage occasioned by any Force Majeure Event), shall be borne by the Customer from the Operations Date. Subject to the Insurance arrangements contemplated in clause 30, and except to the extent caused by GoSolr's negligence, the Customer shall bear the risk of loss or damage to the Solar System from the Operations Date while It remains Installed at the Premises. The Customer's responsibility for risk is limited to reasonable custodial care and compliance with its obligations under this Agreement.

10. **CUSTOMER'S OBLIGATIONS**

10.1. **Protection of the Solar System**

10.1.1. During the Term, the Customer shall, at its own cost, take reasonable steps and protect the Solar System against theft, damage, interference or unauthorised access, and shall procure such reasonable security measures as may be required from time to time for this purpose.

10.1.2. The Customer will be liable to restore and make good any damage to the Solar System to the extent that such damage arises from the Customer's failure to comply with its obligations in clause 10.1.1 or is otherwise caused by the Customer, occupants of the Premises or their guests, and is not covered or is rejected under the insurance contemplated in clause 30.

10.2. **Maintenance of the Premises**

10.2.1. The Customer shall:

10.2.1.1. keep the Solar System in good condition and unobstructed;

10.2.1.2. keep trees, bushes and hedges trimmed so that the Solar System receives as much sunlight as it did on the Operations Date;

10.2.1.3. refrain from planting any trees, bushes and hedges that may shade the Solar System;

- 10.2.1.4. ensure that the Premises is not modified in any way that shades the Solar System; and
- 10.2.1.5. maintain, or ensure the maintenance of, the Premises.
- 10.2.2. The Customer is liable for any damage to the Solar System arising as a result of the Customer's non-compliance with the provisions of this clause.
- 10.3. **No Alterations to the Solar System**
 - 10.3.1. The Customer shall not make, or authorise its contractors to make, any modifications, improvements, revisions or additions to the Solar System, or take any other action that could void any warranty on any part of the Solar System, without GoSolr's prior written consent. Any such alterations must comply with all relevant electrical codes and safety standards, and GoSolr shall have no liability for any non-compliance resulting from such alterations. Should any warranty on any part of the Solar System be voided as a result of the Customer's failure to comply with the provisions of this clause 10.3.1, the Customer shall be liable for any and all loss suffered by GoSolr.
 - 10.3.2. The Customer shall not, and shall not authorise its Service Providers to, tamper with the Solar System in any way. The Customer shall only use its Service Provider specifically approved by GoSolr for any maintenance or repairs of any part of the Solar System and shall obtain GoSolr's prior written approval before proceeding.
 - 10.3.3. The Customer is liable for any loss or damage caused to the Solar System as a result of the Customer or its contractors undertaking any repairs or general maintenance on the Premises. As soon as reasonably practical after the Customer becomes aware of any damage to the Solar System resulting from such maintenance or repairs, the Customer shall inform that GoSolr in writing of any such damage.
 - 10.3.4. The Customer is liable for any damage to, or repair or replacement of, the Solar System arising as a result of the Customer's non-compliance with the provisions of this clause. For the avoidance of doubt, GoSolr shall not be liable for any costs associated with the Customer's appointment of third parties to repair or maintain the Solar System, including but not limited to the costs associated with remedial work, repair work, replacement of equipment or components, or any other work carried out on the Solar System by the Customer or its Service Providers.
- 10.4. **Third Party Supplier Account**
 - 10.4.1. The Customer is responsible for the payment of all municipal and other charges in respect of all electric current supplied by the Utility and consumed in or on the Premises, as metered from time to time by the Utility, including any deposit and connecting fees that may be payable.
 - 10.4.2. The Customer is responsible for obtaining any Consents required to be obtained to connect the Solar System to the Connection Point in accordance with applicable law.
- 10.5. **Responsibility for the Existing Electrical Installation**
 - 10.5.1. The Customer remains solely responsible for the maintenance, repair, upgrading and safe condition of the Existing Electrical Installation for the duration of this Agreement.
 - 10.5.2. The Customer is liable for all fault-finding, diagnostic, repair and maintenance costs relating to the Existing Electrical Installation, including, without limitation, nuisance or earth-leakage tripping, faulty circuits, deterioration, wear and tear, or faults caused by subsequent alterations, irrespective of when the Initial CoC or Supplementary CoC was issued or by whom.
 - 10.5.3. Where GoSolr or its Service Provider are called out and the fault is found to originate in the Existing Electrical Installation, and not in the Solar System or GoSolr's installation, then the Customer shall bear the Call-Out Fee and all associated costs in accordance with clause 11.1.4.
- 11. **INSPECTION, REPAIR AND MAINTENANCE**
 - 11.1. **Maintenance**
 - 11.1.1. GoSolr may, at any time and without prior notice, shut down the Solar System to either directly perform or instruct its Service Provider to perform any required general or emergency repairs to the Solar System. When possible, GoSolr shall provide notice of the shutdown as may be reasonable under the circumstances. GoSolr shall have no obligation to reimburse the Customer for any costs in purchasing electrical energy from a Utility that would have been produced by the Solar System but for such shutdown. GoSolr is not responsible for ensuring that the repairs comply with electrical regulations or that the Premises' electrical system is otherwise compliant with applicable laws.

- 11.1.2. GoSolr is entitled to appoint its Service Provider to carry out, replace or make good and repair, at its own cost, the Solar System (or any part thereof) that may become damaged, faulty or defective from time to time during the Term. The Customer shall have no claim against GoSolr in respect of any losses which it may suffer as a result of any such alteration, repair or replacement.
- 11.1.3. If the Solar System requires repairs for which the Customer is responsible, the Customer shall be liable to compensate the Service Provider appointed by GoSolr for diagnosing and correcting the problem at GoSolr's or its Service Provider's current standard rates. The Customer shall also be liable for any lost income of GoSolr that otherwise would have generated if no such damage had occurred.
- 11.1.4. GoSolr may, in its discretion, charge the Customer the Call Out Fee if the Customer requests the Service Provider to repair the Solar System and it transpires that the Solar System is functioning as reasonably expected.
- 11.2. **Shutdown**
- 11.2.1. In addition to GoSolr's right to appoint the Service Provider to shut down the Solar System for general maintenance as provided in clause 11.1, GoSolr is entitled, at its discretion, to appoint the Service Provider to shut down the Solar System if GoSolr believes the Premises conditions or activities of persons on the Premises, which are not under the control of GoSolr, may interfere with the safe operation of the Solar System or the terms of this Agreement.
- 11.2.2. The Customer and GoSolr shall cooperate and coordinate their respective efforts to restore the Premises conditions so as not to interfere with the safe operation of the Solar System and to minimize, to the extent practicable, the duration of the shutdown.
- 11.2.3. If a shutdown pursuant to this clause 11.2 continues for 30 (thirty) days or longer, GoSolr may terminate this Agreement in accordance with clause 23.4 for a Customer Event of Default.
- 11.3. **Operation**
- 11.3.1. The Customer acknowledges that GoSolr may outsource to a third-party operator, such as its Service Provider, the performance of operations, equipment status control, preventive and corrective maintenance, installation and maintenance of the Solar System, as well as the control of maintenance activities, to ensure the safe and reliable operation of the Solar System (the "O&M Services").
- 11.3.2. The Parties record that GoSolr may, where applicable, appoint an operator to perform the O&M Services in respect of the Solar System under a written agreement regulating the O&M Services to be concluded between the operator and GoSolr.

12. SOLAR SYSTEM RELOCATION

- 12.1. **Customer Request**
- 12.1.1. The Customer may request to relocate the Solar System to another location on the same Premises; however, any such relocation shall be subject to the written approval of GoSolr, in its sole discretion, and shall be treated as a Placement Relocation Event.
- 12.1.2. In exercising its discretion in respect of clause 12.1.1 above, GoSolr may consider, but is not limited to, factors such as whether the alternative placement ("Alternative Placement") nominated by the Customer is located on the same Premises as the original Placement Area and whether it complies with GoSolr's quality criteria. If the Alternative Placement does not meet this criteria, the Customer shall be required to accept the associated site risks and sign suitable waivers.
- 12.1.3. In the event that GoSolr provides its written consent as required in terms of clause 12.1.1 above, the Customer shall be liable for all costs ("Placement Relocation Costs") associated with the Placement Relocation Event, which GoSolr may incur. The Customer shall be required to make payment of such costs upon presentation of an invoice by GoSolr. If the Customer fails to make payment of the Placement Relocation Costs, GoSolr shall be under no obligation or duty to attend to the replacement of the Solar System to the Alternative Placement.
- 12.1.4. Subject to compliance with clause 12.1.1, 12.1.2, and 12.1.3, GoSolr shall appoint the Service Provider to remove the Solar System from the Placement Area and install it at the Alternative Placement within a reasonable period of time, but no later than 3 (three) months after GoSolr's receipt of the Placement Relocation Costs or GoSolr's written consent under clause 12.1.1, whichever date is later.
- 12.2. **Interconnection Deactivated**
- If an interconnection with the national electrical grid to which the Solar System is connected becomes deactivated for reasons that are not (i) a Force Majeure Event; or (ii) caused by or related to any unexcused action or inaction of GoSolr, and the Grid

Interruption or deactivation persists for 180 (one hundred and eighty) consecutive days or longer, GoSolr may terminate this Agreement as a result of a Customer Event of Default in accordance with clause 23.4 .

13. OWNERSHIP

- 13.1. **The Parties agree that GoSolr is, and shall always remain, the lawful owner of the Solar System, the Solar Software and any other materials provided by GoSolr and/or the Service Provider for the performance of the Works. Ownership of the Solar System shall only be transferred to the Customer in terms of clause 22, and upon full payment of the Purchase Price having been received by GoSolr.**
- 13.2. All assets, equipment, and materials provided by GoSolr for the Solar System (including the Solar Software) that are installed or affixed to the Premises shall remain the property of GoSolr. Such assets shall not accede or become a permanent fixture of the Premises, regardless of their attachment, installation, or integration into the Premises. These assets shall be deemed movable and shall not be considered part of the Customer's immovable property.
- 13.3. Assets belonging to GoSolr, as described in clause 13.2, may not be subject to attachment, seizure or execution under any process of law. They shall also be protected from a claim in insolvency or liquidation proceedings instituted against the registered owner, landlord, or the occupier of the Premises. Such assets shall not be subjected to any landlord's hypothec or lien for rent.
- 13.4. The Customer may not sell, transfer, lease, or otherwise dispose of, or encumber any asset belonging to GoSolr without GoSolr's prior written consent. Any such disposal or dealing with the assets may only occur in accordance with a written agreement between the Customer and GoSolr.
- 13.5. The Customer shall not, without the prior written consent of GoSolr, create or permit to be created any security interest, lien, or other encumbrance over the Solar System, or any part thereof (including the Solar Software). Any attempt to encumber or transfer any interest in the Solar System without GoSolr's consent shall be null and void. GoSolr will not allow the Solar System to be seized or attached under any legal process and keep it free from any lien, hypothec or attachment of whatsoever nature. The Customer will be held liable for the full monthly fees and any legal fees wherein GoSolr is required to obtain rightful possession over GoSolr's equipment. The Customer will continue to be billed for the monthly fee until GoSolr is in possession of the Solar System again or until the matter is finalised.
- 13.6. The Customer acknowledges that the Solar System remains the property of GoSolr at all times unless ownership is transferred in accordance with this Agreement. Any unauthorised removal, interference with, disposal of, or failure to return the Solar System may constitute unlawful appropriation or theft of GoSolr's property. GoSolr reserves the right to report such conduct to the relevant law enforcement authorities and to pursue any civil or criminal remedies available to it under applicable law.

14. DISPOSAL OF THE PREMISES

- 14.1. Should the Customer wish to Dispose of the Premises or any portion thereof, the Customer shall give at least 20 (twenty) business days' written notice of the proposed Disposal, detailing the terms and conditions of the transaction. Should the disposal form part of a property purchase agreement, the customer shall list GoSolr as the rightful and legal owner of the GoSolr Solar System.
- 14.2. The Customer undertakes to include in any agreement or document related to the Disposal of the Premises to a third party (the "**Successor**"), one of the following provisions:
- 14.2.1. a clause making the transaction conditional upon the assignment of this Agreement to the Successor, with the Successor agreeing to be bound by the provisions of this Agreement; or
- 14.2.2. a clause notifying the Successor that the Solar System will be removed from the Premises, prior to the completion of the Disposal.
- 14.3. The Customer shall submit any such agreement or document to GoSolr for review and approval prior to its execution by either the Customer or the Successor.
- 14.4. **In the event that the Successor does not wish to have this Agreement assigned to them (i.e. does not wish to continue with this Agreement), the Customer shall be liable to pay to GoSolr, immediately upon giving notice to GoSolr, the De-Installation Fee stipulated in the Contract Details together with any and all amounts accrued and owing under this Agreement up to that date.**
- 14.5. **Upon receipt by GoSolr of the De-Installation Fee and all outstanding amounts owing under this Agreement, billing of the Fixed Monthly Fee shall cease. GoSolr shall thereafter arrange for the removal of the Solar System from the Premises within a reasonable period.**

14.6. **Notwithstanding payment of the De-Installation Fee and any outstanding amounts, the Customer shall remain responsible for the Solar System and all obligations under this Agreement until the Solar System has been de-installed and removed from the Customer's premises, after which, the Agreement shall be terminated.**

14.7. In the event that the Customer does not comply with the provisions of this clause 14 and the Solar System is not being relocated nor assigned to the Successor, GoSolr shall be entitled to terminate this Agreement as a result of a Customer Event of Default, in accordance with the provisions of clause 23.4.

15. POINT OF DELIVERY AND MEASUREMENT OF SOLAR ENERGY AND CONSUMPTION

15.1. Solar Energy

15.1.1. Subject to the terms and conditions of this Agreement, GoSolr agrees to provide Solar Energy generated by the Solar System for the Customer's consumption. Title to the Solar Energy shall pass from GoSolr to the Customer at the Connection Point, at which point the risk of loss or damage to the Solar Energy shall also transfer to the Customer.

15.2. Lost Energy Production Revenue

15.2.1. The Customer remains liable under this Agreement in the event that the Solar System, or any part thereof, is prevented from generating electrical energy, whether wholly or in part, due to any of the following events ("**Lost Energy Production Event**"):

15.2.1.1. a Relocation Event;

15.2.1.2. installation, removal, re-installation or repair of the Solar System;

15.2.1.3. destruction or damage to the Solar System or its ability to safely produce electrical energy, not caused by the Service Provider during servicing;

15.2.1.4. closure or non-operation as a result of an event that is (i) not a Force Majeure Event; or (ii) not caused by or related to any unexcused action or inaction of GoSolr and/or the Electrical Contractor;

15.2.1.5. shutdown the Solar System for repairs for which the Customer is responsible;

15.2.1.6. failure by the Customer to comply with its obligations in clause 10;

15.2.1.7. any modifications, improvements, revisions or additions to the Solar System by any party other than GoSolr or the Service Provider;

15.2.1.8. a Grid Interruption;

15.2.1.9. a grossly negligent or wilful act or omission of the Customer, its employees, agents, or subcontractors;

15.2.1.10. shading from foliage that is new growth or is not kept trimmed to its condition as of the date the Solar System was installed;

15.2.1.11. the occurrence of the events listed in clause 20; and/or

15.2.1.12. in the event that the Customer has not fulfilled its obligations under clause 10.1.1 and there is a theft of the Solar System.

15.2.2. The Customer shall be liable to pay the Fixed Monthly Fee for the period during which the Lost Energy Production Event persists, as though the Solar System was fully operational during that period.

15.3. Metering

15.3.1. Solar Energy generated by the Solar System and Consumed by the Customer will be measured by the Inverter. It is recorded that GoSolr initially intends to use an Inverter for this purpose but reserves the right to appoint the Service Provider to install and use any other device or system that GoSolr and/or the Service Provider deems fit.

16. FEES

16.1. Administration Fee

16.1.1. The Customer shall pay the once off non-refundable Administration Fee on the Signature Date.

- 16.1.2. Despite clause 16.1.1, if the Administration Fee has been paid by the Customer and GoSolr elects to terminate this Agreement before any steps have been taken to appoint the Service Provider for the installation of the Solar System, GoSolr shall refund the Administration Fee to the Customer.
- 16.2. **Additional Installation Fee**
- 16.1. The Customer is liable to pay the Additional Installation Fee to GoSolr for the installation of any Additional Installation Materials, (if applicable).
- 16.3. **Fixed Monthly Fee**
- 16.3.1. The Customer is liable to pay the Fixed Monthly Fee to GoSolr **in advance** for the duration of the Term, irrespective of whether Solar Energy is Consumed by the Customer and irrespective of whether the Customer maintains full use and enjoyment of the Premises. For the avoidance of doubt, this includes instances where the Customer has vacated the Premises, whether temporarily or permanently, if the Premises become uninhabitable as a result of damage to the Premises, renovations, eviction, loss of access, or for any other reason whatsoever.
- 17. INVOICING AND PAYMENTS**
- 17.1. **Invoice**
- 17.1.1. GoSolr shall render taxable invoices to the Customer in respect of any amounts payable under this Agreement.
- 17.2. **Payments**
- 17.2.1. All amounts invoiced, including VAT, must be paid by the Customer within 7 (seven) days of the date of invoice.
- 17.2.2. All payments to be made by the Customer to GoSolr under or arising from this Agreement shall be made by electronic means (not cash) of immediately available and freely transferable funds, free of any bank exchange, deductions or set-off whatsoever, in South African Rand, to GoSolr's Bank Account.
- 17.3. **Interest Charged on Late Payments**
- 17.3.1. Should any payment under or arising from this Agreement fail to be made by the Customer on the due date thereof then, without prejudice to any of the other rights or remedies as may accrue to GoSolr upon such failure, such amounts may bear interest at a rate of up to the Prime Rate plus 2%, reckoned from the due date for payment to the date of receipt of actual payment (both dates inclusive) and such interest will be compounded monthly in arrears.
- 17.4. **Failure to Pay**
- 17.4.1. If the Customer fails to pay any amount owing to GoSolr under this Agreement on the due date, GoSolr shall be entitled to suspend or limit the provision of services under this Agreement until such time as all outstanding amounts have been paid. Such suspension may include remotely restricting, throttling, disabling or otherwise limiting the functionality of the Solar System. The Customer acknowledges that such suspension or limitation does not constitute a termination of this Agreement and the Fixed Monthly Fee shall continue to accrue during such period.
- 17.4.2. GoSolr shall notify the Customer in writing of the breach and allow the Customer 20 (twenty) business days to remedy such failure to pay. If the Customer fails to remedy the breach within this period, such failure shall constitute a Customer Event of Default.
- 17.4.3. During any period of non-payment, the Fixed Monthly Fee and any other charges due under this Agreement shall continue to accrue until all outstanding amounts have been settled or the Agreement is terminated.
- 17.4.4. Upon receipt of all outstanding payments, GoSolr shall resume its obligations under this Agreement within a reasonable period. In such event, the Customer may be liable for all reasonable costs associated with the reconnection and/or reinstallation of the Solar System, including Service Provider costs, administrative costs and any other reasonable costs incurred in restoring the services.
- 17.4.5. If the Customer's failure to pay constitutes a Customer Event of Default, GoSolr shall be entitled to terminate this Agreement and instruct the Service Provider to dismantle and remove the Solar System from the Premises, in accordance with clause 24.3, at the cost of the Customer.
- 17.4.6. Should the Customer fail to pay the Deinstallation Fee or any other amounts due upon termination, GoSolr shall be entitled to claim from the Customer any damages reasonably incurred as a result of such failure, including the value of the Solar System to the extent permitted by law.

- 17.4.7. The Customer acknowledges and agrees that GoSolr may report the Customer's payment default to any recognised South African credit bureau/s in accordance with applicable law.

18. DEBIT ORDERS

- 18.1. The Customer hereby instructs and authorises GoSolr to draw direct debits against the Customer's Bank Account for an amount equal to the amounts owing by the Customer under this Agreement as invoiced for each month in advance. The Customer shall complete and sign a debit order mandate in the form specified by GoSolr from time to time, authorising GoSolr to draw such direct debits. If any debit order fails on the agreed date for any reason, the Customer authorises GoSolr to reprocess the debit order at any time thereafter for any outstanding amounts. In the event that the Customer's selected debit date falls on a non-business day (including weekends or public holidays), GoSolr reserves the right to debit the Customer's account on the business day immediately preceding the selected debit date.
- 18.2. The Customer shall maintain a valid debit order mandate for the duration of this Agreement. If the Customer cancels, suspends, or otherwise interferes with the debit order mandate without GoSolr's prior written consent, such conduct shall constitute a material breach of this Agreement and GoSolr may require the Customer to immediately settle all outstanding amounts by electronic funds transfer or such other payment method as GoSolr may reasonably require until the debit order mandate is reinstated.
- 18.3. The Customer acknowledges that GoSolr may require the Customer to authorise a DebiCheck mandate in respect of the amounts payable under this Agreement (DebiCheck being an authenticated debit order system introduced by South African banks to confirm debit orders before they are processed). The Customer hereby consents to GoSolr issuing, submitting, amending and re-submitting DebiCheck mandates to the Customer's bank and undertakes to approve such DebiCheck mandates when prompted by their bank. The Customer further authorises GoSolr to reinitiate any DebiCheck mandate where payments remain outstanding or where a mandate requires renewal or revalidation.
- 18.4. Save as contemplated in clause 18.5 below, the Customer's Bank Account will be debited on the 26th or 28th day of the month (for the subsequent month's fee) or on the 1st day of the month (for that month's fee), as agreed in the Contract Details.
- 18.5. The Customer agrees that where the Solar System is installed after the elected debit order date and before the first day of the following month, the first payment may be debited against the Customer's Bank Account on the 1st day of the month immediately following installation. This applies only to the first month.
- 18.6. If the Customer fails to elect a debit order date, the 1st day of the month shall apply by default.
- 18.7. Should a debit order be rejected, the Customer may be liable for an additional debit order rejection fee, the amount of which shall be determined by GoSolr from time to time. The Customer shall also be liable to immediately pay the relevant outstanding amount together with the applicable debit order rejection fee by electronic funds transfer or such other payment method as GoSolr may reasonably require, failing which the Customer shall be in material breach of this Agreement as contemplated in clause 17.4.1.
- 18.8. GoSolr shall not be liable for the costs of multiple debit order collection attempts. The Customer shall be liable for and responsible for all costs and fees incurred as a result of any debit order being rejected or otherwise failing, including where such failure arises from insufficient funds or incorrect or outdated banking details, and the Customer hereby indemnifies GoSolr against such costs and fees.
- 18.9. The Customer shall ensure that its banking details remain valid and up to date at all times and shall promptly notify GoSolr of any changes to its banking details. Any failure to do so shall constitute a breach of this Agreement.
- 18.10. GoSolr reserves the right to suspend or limit the functionality of the Solar System in accordance with clause 17.4.1 where any amount remains unpaid.

19. CREDITS AND REBATES AND NET METERING

19.1. Credits and Rebates

- 19.1.1. All carbon off-set credits, utility rebates or credit, or any other similar benefits arising from the Solar System (whether existing now or in the future) shall accrue to the benefit of GoSolr. GoSolr reserves the right to use and enjoy all such benefits, whether they exist now or in the future. The Customer hereby agrees that it shall fully co-operate with GoSolr, which may include the completion and lodging of various documents, so that GoSolr may claim these benefits.

19.2. Net Metering

- 19.2.1. The Customer agrees that GoSolr shall be entitled to sell any Solar Energy generated in excess of the demand requirements of the Customer to a third party, to the extent permitted by law. For the avoidance of doubt, and as GoSolr remains the owner of the Solar System, GoSolr shall be the beneficiary of all Solar Energy generated in excess of the Customer's needs.

- 19.2.2. GoSolr may, in its sole and absolute discretion, at the written request of the Customer, agree to cede and assign any and all benefits, and delegate all related obligations, in relation to the feeding in of any excess Solar Energy into the municipal electrical grid, up to the relevant feed-in tariff as set by the local municipality or utility provider. In such circumstances, the Customer shall enjoy the benefits of selling such excess Solar Energy but shall carry the costs and liability in relation thereto.
- 19.2.3. Notwithstanding the provisions of clause 19.2.2, GoSolr may, at any time (and even where it may have granted the permission contemplated in clause 19.2.2 above), sell any excess Solar Energy generated by the Solar System to any third party of its choosing, and to share the benefit of such sale with the Customer, with the Customer being entitled to payment up to the relevant feed-in tariff as set by the local municipality to utility provider. In such circumstances, GoSolr and the Customer shall share the costs associated with selling such excess Solar Energy.
- 19.2.4. GoSolr reserves the right to introduce a reasonable fee for enabling the sale of the excess Solar Energy, including any charges relating to the equipment and services required in order to feed excess power into the grid, where permissible.
- 19.2.5. The Parties will use all reasonable efforts to provide the benefits of net metering to the local or national electrical grid. This includes, *inter alia*, the installation of necessary cables and equipment on the Premises, and the execution of any necessary agreements with third parties (including with a Utility). The Parties will strive to implement the export of excess power in a way that allows the Customer to directly receive all the tariff(s) for the electricity sold under net metering. The Customer shall be responsible for any cost associated with processing the needed documentation by the utility, costs associated with replacing the meter, as well as for a change in tariff that may be applicable.

20. FORCE MAJEURE

20.1. Force Majeure

- 20.1.1. An Event of Force Majeure means any act, event, occurrence or combination thereof which is beyond the control of either Party including, without limitation ("**Force Majeure Event**"):
- 20.1.1.1. act of terrorism;
- 20.1.1.2. riot, war, invasion, act of foreign enemies (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- 20.1.1.3. ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- 20.1.1.4. earthquakes, flood, fire (that emanates from outside the Premises), severe tropical cyclone, tsunami or other physical natural disaster, but excluding weather conditions regardless of severity;
- 20.1.1.5. the erection of any building by any third party (other than the Customer) that shades the Solar System;
- 20.1.1.6. an epidemic or pandemic;
- 20.1.1.7. an Act of State;
- 20.1.1.8. strikes at national level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party; and
- 20.1.1.9. power or voltage surge caused by someone other than GoSolr.

20.2. Responsibilities of the Parties during an Event of Force Majeure

- 20.2.1. The Parties must use all reasonable endeavours to: (i) prevent, reduce to a minimum and mitigate the effect of any delay occasioned by any Event of Force Majeure including recourse to alternate sources of services, equipment and materials and construction equipment; and (ii) to ensure resumption of normal performance of this Agreement after the termination of any Event of Force Majeure and must otherwise perform their obligations as herein agreed to the maximum of their ability.

20.3. Consequences of an Event of Force Majeure

- 20.3.1. Except as provided in clause 21.2, GoSolr shall not be liable for any failure or delay in performing any of its obligations under this Agreement due to a Force Majeure Event.
- 20.3.2. The Term is extended by any period during which GoSolr is prevented from performing its material obligations under this Agreement as a result of an Event of Force Majeure.

20.4. **Payment Not Excused**

- 20.4.1. Notwithstanding that an Event of Force Majeure otherwise exists, the provisions of this clause 20 do not excuse a failure of either Party to make any payment of money in accordance with its obligations under this Agreement. The Customer remains liable for any amounts due and payable until the date of Event of Force Majeure.

20.5. **Extended Force Majeure**

- 20.5.1. If the Event of Force Majeure is more than a period of 90 (ninety) consecutive days, either Party shall have the right to terminate this Agreement forthwith by giving written notice to the other Party, in which case the Customer shall pay to GoSolr any amounts which are due and payable until the date of Event of Force Majeure, and thereafter, subject to the Parties' rights upon termination as contained clause 24 , no Party shall have any further rights against the other for any loss of claims unless, subject to the Parties' rights upon termination set forth in clause 24 , the cause of such action arose prior to the occurrence of the Event of Force Majeure.

21. CHANGE IN LAW

21.1. **Responsibilities of the Parties Due to a Change in Law**

- 21.1.1. If either Party claims a Change in Law has occurred, it must advise the other Party in writing of the: (i) date of such Change in Law; (ii) nature and expected effect of such Change in Law; and (iii) actions to be taken to comply with requirements of this clause 21.
- 21.1.2. The Parties must use all reasonable endeavours to: (i) prevent and reduce to a minimum and mitigate the effect of any delay occasioned by any Change in Law; and (ii) to ensure normal performance of this Agreement despite the Change in Law and must otherwise perform their obligations as herein agreed to the maximum of their ability.
- 21.1.3. The Customer agrees to an adjustment in the then applicable Fixed Monthly Fee which shall place GoSolr in the same overall economic position it would have been in but for such Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by GoSolr.
- 21.1.4. In the event of a Change in Law specified in this clause 21 the affected Party shall not be liable for any inability to perform any of its obligations under this Agreement and will not be in default as a result of such non-performance.

21.2. **Prevention of Performance**

- 21.2.1. Where there is a Change in Law that prevents either Party from performing any of its obligations in terms of this Agreement, at the request of GoSolr, the Parties shall negotiate in good faith alternative contractual terms which reasonably allow for the consequences of the Change in Law in accordance with the provisions of this clause 21.2.1.
- 21.2.2. If the Parties are unable to agree upon any alternative contractual terms by no later than 45 (forty-five) days (or such longer date as the Parties may agree in writing) from the date on which GoSolr delivered the notice to the Customer, the matter shall be referred at the request of either Party for resolution in accordance with clause 32.

22. OPTION TO PURCHASE

- 22.1. The Customer has the option to purchase the Solar System (excluding the Solar Software) from GoSolr ("**Purchase Option**") provided that this option may only be exercised following the third anniversary of the Signature Date. The option may be exercised by the Customer providing written notice thereof to GoSolr.
- 22.2. Within 30 (thirty) days of receipt of Customer's notice, GoSolr will specify the Purchase Price, which may be set out in the Contract Details. The Customer must confirm or retract its notice to exercise the Purchase Option within 15 (fifteen) days of receipt of the notice from GoSolr specifying the Purchase Price.
- 22.3. In the event that the Customer does not notify GoSolr that it confirms that it wishes to proceed with the Purchase Option within the time specified in clause 22.2, the provisions of the Agreement shall continue in full force and effect as if the Customer had not exercised the Purchase Option.
- 22.4. If the Customer confirms the exercise of the Purchase Option, a sale will automatically come into force and effect, in terms of which the Customer agrees to purchase, and GoSolr agrees to sell, the Solar System on the following terms and conditions:
- 22.4.1. the sale of the Solar System shall be on an "as is" basis, with GoSolr providing no warranties in connection with the Solar System other than those which may apply by operation of law;

- 22.4.2. the Customer shall make payment of the Purchase Price in Rand, free of any deductions, set-off or other withholding whatsoever, by way of electronic transfer of immediately available and freely transferable funds into such bank account as may be nominated in writing by GoSolr;
- 22.4.3. GoSolr shall deliver to the Customer the Solar System by such means of constructive delivery or any other appropriate method;
- 22.4.4. GoSolr shall deliver to the Customer an invoice for the Purchase Price and all records of the Solar System operations and maintenance, including any known defects, and shall transfer any remaining manufacturer warranties on the Solar System or part thereof to the Customer; and
- 22.4.5. ownership of and all risk in and all benefit shall transfer to the Customer upon payment of the Purchase Price to GoSolr.

23. TERMINATION

23.1. Termination by the Customer on Notice

- 23.1.1. Subject to clause 3, the Customer is entitled to terminate this Agreement at any time on 20 (twenty) business days' prior written notice to GoSolr.

23.2. Termination by Customer due to Relocation Event

- 23.2.1. The Customer may at any time request to move the Solar System to a different premises owned or leased by the Customer. Such relocation shall be subject to the written approval of GoSolr in its sole discretion and shall be treated as a new installation.
- 23.2.2. In exercising its discretion in respect of clause 23.2.1 above, GoSolr may consider, but is not limited to, factors such as whether the alternative premises ("Alternative Premises") nominated by the Customer complies with GoSolr's quality criteria. If this criterion is not met, the Customer shall be required to accept the associated site risks and sign suitable waivers.
- 23.2.3. To the extent that GoSolr provides its written consent to the Relocation Event, this Agreement shall terminate by consent between both Parties and shall be subject to the provisions of clause 24.2 below.

23.3. Termination by GoSolr on Notice

- 23.3.1. GoSolr is entitled to terminate this Agreement at any time on 20 (twenty) business days' prior written notice to the Customer.
- 23.3.2. In the event of such termination, GoSolr shall, at no cost to the Customer, and as soon as reasonably possible thereafter, but in any event no later than 1 (one) month after the Termination Date, appoint its Service Provider to dismantle and remove the Solar System from the Premises.

23.4. Customer Events of Default

- 23.4.1. Without prejudice to any of GoSolr's other rights and remedies under this Agreement or in law, GoSolr is entitled, upon written notice to the Customer, to immediately terminate this Agreement upon the occurrence of any one or more the following events (each of the following events is a "Customer Event of Default"):
 - 23.4.1.1. such the Customer fails to make payment of any amount under this Agreement on the due date therefor and fails to make payment within 15 (fifteen) days of written demand by GoSolr for such payment;
 - 23.4.1.2. the Customer does not have title, leasehold or other interest in the Premises necessary to grant the access to GoSolr as required under clause 6.1;
 - 23.4.1.3. the occurrence of an Act of Insolvency in relation to the Customer;
 - 23.4.1.4. the Customer breaches the obligations contained in clause 10;
 - 23.4.1.5. a shutdown referred to in clause 11.2 continues for 30 (thirty) consecutive days (provided that the shutdown is not caused by GoSolr);
 - 23.4.1.6. a Grid Interruption pursuant to clause 12.2 that continues for 180 (one hundred and eighty) days or longer; and
 - 23.4.1.7. the Customer is in breach of any of its material obligations under this Agreement (other than any such breach referred to in clauses 23.4.1.1 or 23.4.1.4), and fails to remedy such breach within 15 (fifteen) days after notice from GoSolr to the Customer requesting such breach to be remedied;

23.4.1.8. the Customer has become deceased, incapacitated or any other circumstances that reasonably prevent the Customer from managing their Agreement.

23.4.1.9. In such event, the Customer shall bear all costs associated with the termination, including but not limited to the costs of dismantling and removing the Solar System, and shall indemnify GoSolr against any losses, damages, or expenses incurred as a result of the termination.

23.5. Termination Upon Prolonged Event of Force Majeure

23.5.1. If a Party has the right to terminate this Agreement pursuant to clause 20.5, it may give notice to the other Party specifying the date on which the Party giving such notice proposes to terminate this Agreement, which date must not be less than 15 (fifteen) days after the date of such notice. Upon such date, this Agreement shall terminate unless the Parties have agreed to extend such date.

24. CONSEQUENCES OF TERMINATION

24.1. Consequences of Termination by Customer on Notice

24.1.1. In the event of a termination of this Agreement by the Customer in accordance with clause 23, the Customer is liable, immediately following the giving of the relevant notice to GoSolr, to pay to GoSolr, the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr. Billing of the Fixed Monthly Fee shall be suspended only once GoSolr is in receipt of the De-Installation Fee and all other amounts previously accrued under this Agreement.

24.1.2. Nothing in clause 24.1 shall limit GoSolr's rights to claim, prove and recover damages in excess of the De- Installation Fee by reason of any such breach or action by the Customer.

24.1.3. In the event of such termination, GoSolr shall, at the cost of the Customer and as soon as reasonably possible thereafter but in any event no later than 3 (three) months after the Termination Date, dismantle and remove the Solar System from the Premises.

24.1.4. The De-Installation Fee represents a genuine and reasonable pre-estimate of the costs Incurred by GoSolr in dismantling, removing, transporting and administratively processing the removal of the Solar System. The De-Installation Fee is not a penalty and is payable only where termination occurs for reasons attributable to the Customer or at the Customer's election.

24.2. Consequences of Termination by Relocation Event

24.2.1. In the event of a termination of this Agreement by mutual consent in accordance with clause 23.2, the Customer shall immediately conclude a new agreement with GoSolr, on the same or similar terms and conditions as those contained herein, which revised agreement shall govern the installation of the Solar System at the Alternative Premises.

24.2.2. The Customer shall further pay the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr. Billing of the Fixed Monthly Fee shall be suspended only once GoSolr is in receipt of the De-Installation Fee and all other amounts previously accrued under this Agreement, unless agreed to with GoSolr in writing.

24.2.3. The Customer shall further be liable for all costs ("Relocation Administration Costs") associated with the Relocation Event and the Customer shall be required to make payment of such Relocation Administration Costs upon presentation of an invoice by GoSolr. In the event that the Customer fails to make payment of the Relocation Administration Costs, GoSolr shall be under no obligation or duty to appoint the Electrical Contractor to attend to the relocation of the Solar System to the Alternative Premises.

24.2.4. Subject to compliance with clause 23.2.1, 23.2.2 and 23.2.3, GoSolr shall appoint the Electrical Contractor to remove the Solar System from the Premises and install the Solar System at the Alternative Premises, within a reasonable period of time, but no later than 3 (three) months, after GoSolr's receipt of the Relocation Administration Costs or GoSolr's written consent in terms of clause 12.1.3, which ever date arises last.

24.3. Consequences of Termination for Customer Event of Default

24.3.1. In the event of a termination of this Agreement due to a Customer Event of Default (or any purported early cancellation by the Customer under law), the Customer is liable to immediately pay to GoSolr the De-Installation Fee stipulated in the Contract Details and any and all other amounts previously accrued under this Agreement and then owed by the Customer to GoSolr.

24.3.2. Nothing in this clause 24.3 shall limit GoSolr's rights to claim, prove and recover damages in excess of the De-Installation Fee by reason of any such breach or action by the Customer.

24.3.3. In the event of such termination, GoSolr shall, at the cost of the Customer and as soon as reasonably possible thereafter but in any event no later than 3 (three) months after the Termination Date, appoint the Electrical Contractor to dismantle and remove the Solar System and the roof structures from the Premises.

24.4. **Consequences of Termination Upon Prolonged Event of Force Majeure**

24.4.1. In the event of a termination of this Agreement pursuant to clause 20.5, the Customer shall pay GoSolr all amounts due to GoSolr, which amount shall include the De-Installation Fee, up until the Termination Date.

24.4.2. Provided that the Customer has not elected to purchase the Solar System pursuant to clause 22, GoSolr shall as soon as reasonably possible after the Termination Date but in any event no later than 3 (three) months thereafter, appoint the Electrical Contractor to dismantle and remove the Solar System and the roof structures from the Premises. The Customer shall be liable for 50% of the reasonable costs incurred by GoSolr for its Service Provider to dismantle and remove the Solar System from the Premises, including in respect of the removal of the roof structures (and any other support structures as applicable).

24.5. **No Release**

24.5.1. In the event of a termination of this Agreement, the Parties shall not be released from any claims, rights, payment or other obligation arising under this Agreement which accrued prior to the termination of this Agreement unless specifically otherwise agreed in writing by the Parties.

25. LIMITATION OF LIABILITY

This clause limits GoSolr's liability and requires the Customer to assume certain risks. The Customer is advised to read this clause carefully.

25.1. To the maximum extent permitted by law, GoSolr's total aggregate liability to the Customer under or in connection with this Agreement shall not exceed the aggregate Fixed Monthly Fees paid by the Customer to GoSolr in the 12 (twelve) months preceding the event giving rise to the claim.

25.2. GoSolr shall not be liable for any indirect, special, consequential or incidental damages, including but not limited to loss of profit, loss of business or opportunity, loss of revenue, loss of use, or any consequential loss arising from interruption of electricity supply.

25.3. GoSolr shall remain responsible for the design, installation and performance of the Solar System, including work performed by its Service Providers. However, GoSolr shall not be liable for any loss or damage arising from:

- (a). the condition or non-compliance of the Premises;
- (b). acts or omissions of the Customer or occupants of the Premises; or
- (c). events or circumstances beyond GoSolr's reasonable control.

25.4. The Customer shall be liable for any loss of or damage to the Solar System to the extent that such loss or damage:

- (a). is caused by the Customer, occupants of the Premises or their guests; and
- (b). is not covered or is rejected or limited under the insurance contemplated in clause 30.

25.5. Nothing in this Agreement limits or excludes GoSolr's liability for any loss that may not be limited or excluded in terms of applicable law, including the Consumer Protection Act

26. EXCLUSIONS AND CUSTOMER LIABILITY

This clause limits GoSolr's liability and requires the Customer to assume certain risks. The Customer is advised to read this clause carefully.

26.1. GoSolr shall not be liable for any loss or damage caused, or for any repair, replacement or correction required to any part of the Solar System, as a result of any of the following:

26.1.1. storm or tempest;

26.1.2. any power or voltage surge caused by atmospheric discharge or any party other than GoSolr;

26.1.3. someone other than its Service Provider installing, removing, re-installing or repairing the Solar System;

- 26.1.4. destruction or damage to the Solar System or its ability to produce power safely (including where the destruction or damage is caused by the Service Provider while servicing the Solar System);
- 26.1.5. any liability caused or contributed to by the Customer's continued use of the Solar System after any defect and/or damage to the Solar System has become apparent or suspected or should reasonably have become apparent to the Customer;
- 26.1.6. any modifications, improvements, revisions or additions to the Solar System by any party other than the Service Provider;
- 26.1.7. any Grid Interruption not caused by or related to GoSolr;
- 26.1.8. any system failure or lost production, that is not caused by a Solar System defect or breakdown, nor caused by GoSolr;
- 26.1.9. non-compliance with electrical regulations, safety standards, or other regulatory requirements, whether at the time of installation or thereafter.

27. INDEMNIFICATION

This clause limits GoSolr's liability and requires the Customer to assume certain risks. The Customer is advised to read this clause carefully.

- 27.1. The Customer shall indemnify, defend, and hold harmless GoSolr, its shareholders, directors, officers, employees, third parties and representatives and its affiliates (the "**GoSolr Parties**") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with:
 - 27.1.1. any negligent act, wilful misconduct or omission of the Customer, its employees, agents, contractors, or subcontractors in connection with this Agreement;
 - 27.1.2. any fact or circumstance beyond the reasonable control of GoSolr;
 - 27.1.3. any breach of this Agreement by the Customer;
 - 27.1.4. any damage to property, personal injury, or death caused by or related to the installation, operation, or maintenance of the Solar System;
 - 27.1.5. any claim made against GoSolr by third-party contractors, suppliers, or service providers arising out of or in connection with the performance of the Works;
 - 27.1.6. the provision of false or inaccurate information; and
 - 27.1.7. any penalties, fines, or damages imposed by any governmental or regulatory authority arising out of or in connection with the Customer's use of the Solar System or failure to comply with applicable laws, regulations, or requirements.
- 27.2. **This Indemnity does not apply to losses caused by GoSolr's gross negligence, wilful misconduct or breach of this Agreement.**

28. CONFIDENTIAL INFORMATION

- 28.1. Subject to clause 28.2, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any securities exchange on which the shares of either of the Parties may be listed, or become listed where applicable) or permitted in terms of this Agreement, the nature, content or existence of this Agreement and/or any communications, whether written, pictorial or oral, and all other material relating to the matters contained in this Agreement or their participants, commercial and technical information, trade secrets, agreements (whether in writing or not, or in electronic format), or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, business or financial data, know-how, formulae, processes, designs, sketches, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas, analyses, concepts, compilations, studies and other material prepared by or in possession of or under the control of any Party, as well as that which contain or otherwise reflect or are generated from any such information as is specified in this definition.
- 28.2. This clause shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating this Agreement or arising out of it.

29. PROCESSING OF PERSONAL INFORMATION

- 29.1. In performing its obligations under this Agreement, GoSolr may be required to Process Personal Information (as those terms are defined in the Protection of Personal Information Act, 2013 ("**POPIA**") of the Customer and which will include sharing

certain of the Customer's Personal Information with selected third parties, such as GoSolr's duly appointed Service Providers, affiliates and registered credit bureau.

29.2. GoSolr will Process this Personal Information in accordance with applicable data privacy legislation and GoSolr's Privacy Policy.

30. INSURANCE

30.1. **The Solar System is insured by GoSolr under a third-party insurance policy as owner of the Solar System, as set out in Schedule 5. GoSolr is the policyholder and the Customer benefits from the insurance cover. The Solar System shall not accede to the Premises and GoSolr may remove it upon termination of the Agreement in accordance with the Agreement.**

30.2. The insurance cover applies only to the Solar System and its components, including, where applicable, solar panels, inverter, battery storage system, mounting frames and brackets, and wiring, isolators, protection equipment and any other components forming part of the Solar System.

30.3. Subject to the terms and exclusions of the applicable insurance policy, the insurer will indemnify GoSolr for physical loss of or damage to the Solar System arising from theft, lightning damage, hail damage, electrical power surge damage or any other insured event specified in the insurance policy.

30.4. The insurer may, at its discretion, repair the damaged components, replace components with equipment of equivalent specification, or compensate GoSolr for the cost of repair or replacement. The maximum indemnity is limited to the replacement value of the Solar System or such other limit specified in the insurance policy. No insurance excess is payable by the Customer, unless otherwise notified by GoSolr.

30.5. The insurance cover applies only where the Subscription Agreement remains in force, the Solar System remains installed at the Premises, and the Solar System has not been altered, tampered with or interfered with by any unauthorised person.

30.6. The insurance cover will terminate automatically if the Subscription Agreement is terminated for any reason or if the Solar System is removed from the Premises.

30.7. The Customer must:

30.7.1. take reasonable steps to protect the Solar System from theft, damage or interference;

30.7.2. ensure that the Solar System is not tampered with, altered or repaired by any unauthorised person;

30.7.3. provide GoSolr or its authorised representatives with reasonable access to the Premises for inspection, maintenance, assessment or repairs;

30.7.4. notify GoSolr in writing as soon as reasonably practicable, and in any event within 30 (thirty) days after becoming aware of any loss of or damage to the Solar System that may give rise to an insurance claim; and

30.7.5. cooperate fully with GoSolr, the insurer, assessors and appointed technicians during any investigation or assessment.

Failure to comply with these obligations may result in the insurer rejecting or limiting the claim.

30.8. If an insurance claim is rejected, limited or not paid by the insurer as a result of the Customer's failure to comply with this clause 30, including clauses 30.7 or 30.10, the Customer shall be liable for the reasonable costs of repairing or replacing the Solar System to the extent that such costs are not covered by the insurer.

30.9. In the event of loss of or damage to the Solar System, the Customer must:

30.9.1. notify GoSolr in writing as soon as reasonably practicable, and in any event within 30 (thirty) days of becoming aware of the incident; and

30.9.2. refrain from undertaking any repair or replacement without GoSolr's prior written consent. No reimbursement will be made for any repairs undertaken without such consent.

30.10. GoSolr will notify the insurer or administrator of any claim, and the insurer may appoint an assessor or technician to inspect the Solar System. Repairs and/or replacements may only be performed by a Service Provider authorised by GoSolr or as approved by the insurer.

30.11. Insurance cover will not apply to:

30.11.1. damage caused by unauthorised installation, repair, modification or interference;

- 30.11.2. gradual deterioration, corrosion, or wear and tear;
- 30.11.3. cosmetic damage not affecting functionality;
- 30.11.4. damage caused by deliberate acts or gross negligence by the Customer or occupants of the Premises; or
- 30.11.5. damage to any structures or property at the Premises not forming part of the Solar System.
- 30.12. Where any component of the Solar System is covered by a manufacturer's warranty, such warranty shall apply in priority to this insurance cover.
- 30.13. GoSolr may amend, replace or change its insurer or the structure of the insurance cover from time to time, provided that the Solar System remains insured on substantially similar terms during the term of this Agreement.

31. WARRANTIES

31.1. General Warranties

- 31.1.1. Each of the Parties hereby warrants to and in favour of the other that:
 - 31.1.1.1. it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
 - 31.1.1.2. this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
 - 31.1.1.3. the execution of this Agreement and the performance of its obligations hereunder does not and shall not: (i) contravene any law or regulation to which that Party is subject; (ii) contravene any provision of that Party's constitutional documents; or (iii) conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;
 - 31.1.1.4. to the best of its knowledge and belief, it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all its obligations in terms of this Agreement;
 - 31.1.1.5. it is entering into this Agreement as principal (and not as agent or in any other capacity);
 - 31.1.1.6. the natural person who Signs this Agreement on its behalf is validly and duly authorised to do so and no other party is acting as a fiduciary for it; and
 - 31.1.1.7. it is not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 31.1.2. Each of the representations and warranties given by the Parties in terms of clause 31.1 shall:
 - 31.1.2.1. be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
 - 31.1.2.2. continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
 - 31.1.2.3. *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

31.2. Customer Warranties

- 31.2.1. The Customer hereby warrants to and in favour of GoSolr that:–
 - 31.2.1.1. the Premises is not subject to any Encumbrance of whatsoever nature that will prevent performance of the Works;
 - 31.2.1.2. the Premises is not subject to any servitude or restrictive condition, save as has already been disclosed to GoSolr in writing;
 - 31.2.1.3. the Customer is lawfully in possession of the Premises and has the right to use the Premises in the manner in which it currently does, and no person has hired or has any other present or future right to occupy the Premises;
 - 31.2.1.4. the Customer has the full right, power and authority to grant the Access Rights contained in clause 6.1 and such grant of the Access Rights does not violate any law, ordinance, rule or other governmental restriction applicable to the Customer or the Premises and is not inconsistent with and will not result in a breach or default under any agreement

by which the Customer is bound or that affects the Premises. If the Customer is not the registered owner of the Premises, then the Customer has obtained all required Consents from the registered owner of the Premises to grant the Access Rights and enter into and perform its obligations under this Agreement;

- 31.2.1.5. the Customer is not aware of any fact or circumstance which would prevent GoSolr from appointing Service Providers to carry out the Works in terms of this Agreement;
- 31.2.1.6. the Customer has provided to GoSolr complete and correct records of its electric usage at the Premises;
- 31.2.1.7. the Customer has provided to GoSolr, the Customer's complete and correct records of the physical condition of the Premises. If it is discovered that the actual Premises conditions upon which all or part of the Solar System is to be installed, are materially different from the information presented by the Customer then if practicable the rates payable by the Customer hereunder shall be adjusted to compensate GoSolr for the cost of design and construction changes and delays incurred to adapt the Solar System to the unknown conditions;
- 31.2.1.8. the financial statements the Customer has provided to GoSolr present fairly in all material respects the financial condition and results of operations of the Customer; and
- 31.2.1.9. all the information provided to GoSolr is true and correct.
- 31.2.2. The Customer acknowledges and agrees that GoSolr 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.
- 31.2.3. Each of the above warranties shall *prima facie* be deemed to be material and to be a material representation inducing GoSolr to enter into this Agreement

32. DISPUTE RESOLUTION

Notwithstanding the below clauses, nothing in this clause shall be interpreted as preventing the Customer from exercising any of its statutory rights available under the CPA, including the right to approach the National Consumer Commission, an applicable Ombud or a competent court where permitted by law.

32.1. Notice of Disputes

When any dispute arises between the Parties, either Party must give written notice to the other Party that a dispute exists ("**dispute Notice**"). The dispute Notice must include full details of the nature of the dispute.

32.2. Negotiations and Consultations

- 32.2.1. Upon a Party receiving a dispute Notice, the Parties agree to attempt to resolve such dispute promptly, equitably and in a good faith manner. To this end, each of GoSolr and the Customer must designate in writing to the other Party from time to time a representative who is authorised to resolve any dispute in connection with this Agreement and, unless otherwise expressly provided herein, to exercise the authority of such Party to reach such an agreement.
- 32.2.2. If any dispute is not resolved between the Parties pursuant to this clause 32.2 within 5 (five) business days from the dispute Notice, then the disputing party may, after giving written notification to the other party ("**Arbitration Notice**"), refer the dispute to be settled exclusively and finally by arbitration in accordance with clause 32.4 unless the dispute is first submitted as a technical dispute, as described in clause 32.3.

32.3. Technical or Financial Disputes

- 32.3.1. The customer has 30 (thirty) to report any technical Issues to GoSolr. If (i) the Parties cannot resolve a dispute pursuant to the procedures set out in clause 32.2 and (ii) the dispute is technical in nature, then a Party may require, by sending a written notice within 5 (five) business days after the expiration of the 5 (five) business day period stipulated in clause 32.2.2, that such dispute be submitted to the relevant Independent Expert/Assessor.
- 32.3.2. The decision of the Independent Expert/Assessor regarding a dispute will be final and binding on the Parties.
- 32.3.3. Save as otherwise provided for in this Agreement, all fees and costs of the Independent Expert/Assessor must be borne or reimbursed by the losing Party as determined by the Independent Expert/Assessor's decision.
- 32.3.4. The Independent Expert/Assessor, as the case may be, shall not be an arbitrator, but shall render its decision as an expert. The law relating to arbitration shall not apply to the Independent Expert/Assessor or to their determination or to the procedure by which they reach their determination.

32.4. Arbitration

- 32.4.1. Subject to clause 32.3, in the event of there being any dispute or difference between the Parties arising out of this Agreement, the said dispute or difference shall, on written demand by the disputing party, be submitted to arbitration in Johannesburg in accordance with the Arbitration Foundation of South Africa ("AFSA") rules, which arbitration shall be administered by AFSA.
- 32.4.2. Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the Parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Council to nominate the arbitrator, provided that the person so nominated shall be an advocate who is a member of the General Council of the Bar of South Africa of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
- 32.4.3. The decision of the arbitrator shall be final and binding on the Parties.
- 32.4.4. Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate Court for urgent relief or for judgment in relation to a liquidated claim.
- 32.4.5. Any arbitration in terms of this clause 32 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 32.4.6. For the avoidance of doubt, should the disputing party elect not to pursue its claim by way of arbitration, it shall be entitled to prosecute any claims which it may have in any South African Court of competent jurisdiction. The Customer shall be required to prosecute any claim which it may have in any South African Court of competent jurisdiction, unless otherwise agreed with GoSolr in writing.

32.5. Survival

- 32.5.1. This clause 32 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 32.5.2. The Parties agree that the written demand by a party to the dispute in terms of clause 32.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act 68 of 1969.

33. NOTICES AND DOMICILIA

- 33.1. The Parties select as their respective *domicilia citandi et executandi* the physical addresses, and for the purposes of giving or sending any notice or invoice provided for or required under this Agreement, the said physical addresses as well as the email addresses specified in the Contract Details, provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.
- 33.2. All notices to be given in terms of this Agreement will be given in writing and will:
- 33.2.1. be delivered in writing;
- 33.2.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
- 33.2.3. if sent by email, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 33.3. Notwithstanding the above, any notice given in writing, and received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 33.

34. BENEFIT OF THE AGREEMENT

- 34.1. This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

35. APPLICABLE LAW AND JURISDICTION

- 35.1. This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 35.2. Subject to clause 32, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg in any dispute arising from or in connection with this Agreement.

36. GENERAL

36.1. Whole Agreement

- 36.1.1. This Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
- 36.1.2. This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

36.2. No Indulgences

- 36.2.1. No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

36.3. No Waiver or Suspension of Rights

- 36.3. No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and expressly accepted by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

36.4. Provisions Severable

- 36.4. All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

36.5. Continuing Effectiveness of Certain Provisions

- 36.5. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

36.6. Assignment and sub-contracting

- 36.6.1. Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by the Customer without the prior written consent of GoSolr, save as otherwise provided herein.
- 36.6.2. GoSolr may, without the consent of the Customer, assign, delegate or cede this Agreement and any part, share or interest herein or any rights or obligations hereunder for any other reason including for the purpose of obtaining financing in relation to the Works.

- 36.6.3. GoSolr may sub-contract or delegate in any manner any or all of its obligations under this Agreement to any third-party contractor without the consent of the Customer.

37. SIGNATURE

- 37.1. By clicking "**I Accept**", this Agreement will be considered Signed by the Customer on the dates indicated in the **Contract Details**.
- 37.2. By clicking "**I Accept**", the Customer acknowledges that such an acceptance will serve as a Signature and will have the same legal effect, validity or enforceability as a handwritten signature. The Customer must not click "**I Accept**" if they do not wish to be bound by the terms and conditions of this Agreement and the Contract Details.

END
