



GENERAL TERMS AND CONDITIONS

1. GENERAL

- 1.1 All Agreements are exclusively subject to the Company's Terms. For the avoidance of any doubt, these Terms apply to any provision of Goods by the Company to the Client.
- 1.2 The Company rejects any terms and conditions of the Client to the contrary or deviating from the Company's Terms unless it has expressly consented thereto in writing.
- 1.3 These Terms, as re-issued or revised by the Company from time to time, apply to all Agreements entered into with the Company.
- 1.4 No qualification or condition contained in any correspondence shall form part of the Agreement or override these Terms unless expressly agreed to in writing by the Company.

2. DEFINITIONS

Unless such meaning is inconsistent with the context, the following terms shall have the meanings respectively ascribed to them, namely:

- 2.1 **Agreement** means the agreement, including annexures and incorporating the Company's written confirmation of an Order, entered into between the Company and the Client and which incorporate these Terms.
- 2.2 **Business Hours** means Monday to Friday between 8.00am and 5pm, excluding public holidays in South Africa.
- 2.3 **Client** means the person or legal entity placing an order with Company and with whom the Agreement is entered into.
- 2.4 **Company** means Lumos Energy Pty Limited (Registration Number 2019/015904/07).
- 2.5 **Agreement Price** means the price of the Goods as set out in the Agreement.
- 2.6 **Goods** means the goods and/or services provided, and/or materials supplied, by the Company to the Client, as ordered by the Client.
- 2.7 **Invoice** means the invoice provided by the Company to the Client in respect of the Goods rendered in accordance with the Agreement.
- 2.8 **Order** means an order placed on the Company by the Client for the Goods.
- 2.9 **Parties** mean the Company and the Client.
- 2.10 **Terms** mean these general service terms and conditions which form part of the Agreement.

3. INTERPRETATION

In these Terms unless the context otherwise requires:

- 3.1 The singular shall include the plural and vice versa.
- 3.2 Words indicating one gender shall import and include other genders.
- 3.3 Words indicating natural persons shall import and include juristic and artificial persons.
- 3.4 The headnotes to these Terms are used for the sake of convenience only and shall not govern the interpretation of the clauses to which they relate.
- 3.5 Where any numbers of days are prescribed in these Terms, they shall be calculated exclusive of the first day and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.6 If any doubt or conflict arises where figures are referred to in numerals and in words, the figure in words shall prevail.
- 3.7 All Goods provided by the Company are sold subject to the Company's standard Terms and form part of the Client's Agreement with the Company. Terms and conditions on the Client's order form or similar document shall not be binding on the Company.
- 3.8 The rights and obligations of any Party arising from these Terms shall devolve upon and bind its successors-in-title.
- 3.9 If any provision in a definition contained in these Terms is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it only appears in the definition clause, effect shall be given to it as if it were a substantive provision in the body of these Terms;
- 3.10 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 3.11 The rule of construction that these Terms shall be interpreted against the Party responsible for the drafting or preparation of these Terms shall not apply. The same applies to the schedules or annexures.

4. ORDERS

- 4.1 The Company's price lists, brochures and similar informative material concerning its products shall not constitute a binding offer.
- 4.2 The Company may amend or revoke its quotations or offers at any time before its acceptance by the Client.
- 4.3 Any order placed by the Client verbally or in writing shall be confirmed by the Company in writing before an Agreement is deemed to have been concluded.
- 4.4 Product descriptions, illustrations and technical data are performance specifications but not guarantees. A guarantee requires an express written declaration. Where guarantees are specified in offers, these are exclusively manufacturers' guarantees. Any resulting claims are to be made against the respective manufacturer. Drawings, illustrations, dimensions, weights or other performance data is only binding if it is expressly agreed in writing.
- 4.5 The Company will use its best endeavours to supply the Goods within the quoted time but time will not be of the essence within the Agreement.
- 4.6 The Company reserves the right to make minor changes to the Goods.

5. DELIVERY AND PERFORMANCE

- 5.1 Deliveries shall be made to the address specified by the Client in the Agreement.
- 5.2 The Client shall use its best efforts to comply with any delivery and completion times as agreed between the Parties.
- 5.3 The agreed delivery or completion time is based on the circumstances prevailing at the time that the relevant Agreement is concluded. In the event a delay occurs as a result of a change of the aforementioned circumstances, the Company shall inform the Client within 5 (five) working days and indicate the expected duration of the delay. The Parties shall then determine a new delivery or completion date.
- 5.4 Under no circumstances shall the Client be entitled to terminate the Agreement or suspend payments due if the agreed delivery or completion time is exceeded.

- 5.5 Unless otherwise agreed in writing, delivery and passing of risk in the Goods shall be deemed to have taken place, whichever is earliest –
- 5.5.1 upon handover of the Goods to the forwarding agent or carrier or to any other third party in charge of carrying out the shipment to the Client;
 - 5.5.2 upon delivery of the Goods to the address specified by the Client; or
 - 5.5.3 upon delivery attempt of the Goods by the Company, in the event the Client fails to accept delivery.

6. PRICING AND PAYMENT

- 6.1 Unless otherwise agreed in writing, prices shall be stated in Rand (ZAR), exclusive of VAT and payment shall be governed by the stipulations set out in Annexure A.
- 6.2 Notwithstanding the price as stipulated in the Agreement, at all material times, shall be subject to any increase of material, labour, bank exchange, customs, duties, surcharges, taxes, packing and storage and the Company shall endeavour, where reasonably possible, to inform the Client in advance of any anticipated increases.
- 6.3 Unless otherwise indicated, prices are inclusive of all taxes, contributions, insurances and all other costs incurred by the Company.
- 6.4 In addition to the Agreement Price, the Company may charge the Client for packaging.
- 6.5 The Company reserves its right to charge a storage fee on any items which have, due to the Client's conduct, not been delivered within 14 (fourteen) days of the date on which they were available for delivery. The storage fee shall be 10% (ten percent) of the Order value for every week that the Goods are stored by the Company.
- 6.6 The Client may not off-set, defer or deduct any invoiced amount for any reason whatsoever.
- 6.7 In instances of late payment, the Client shall be charged the statutory interest rate as provided for in the National Credit Act 34 of 2005, as amended, from the due date to the date of payment of the amount owed, as well as all the expenses involved in collecting the debt.
- 6.8 The Client hereby authorises the Company to perform or obtain any information from a registered credit bureau. The Client further acknowledges that the failure to pay any amounts owed to the Company may result in an adverse listing of the Client by the Company with any registered credit bureau.
- 6.9 If it comes to the attention of the Company that the Client's credit-worthiness has reduced, the Company shall, in its sole discretion, be entitled to cease further deliveries or may request cash on delivery or advance payment for any further delivery of the Goods.
- 6.10 Upon entering into the Agreement or at any time thereafter, the Company may in its sole discretion request a payment guarantee by a bank or third party from the Client for its payment obligations under the Agreement.
- 6.11 All amounts due and payable by the Client to the Company shall become immediately due and payable on the occurrence of any of the circumstances as listed in clause 11.1 below.
- 6.12 It is specifically recorded and agreed that the Client waives all claims against the Company for any damages or losses that it may suffer as a result of the refusal of the Company to sell Goods to the Client in the event of an overdue account, or in connection with any other dispute whatsoever arising out of late payment.

7. INTELLECTUAL PROPERTY

The Company shall retain the title to and intellectual property in all illustrations, drawings, cost estimates, tools and other documents; these may not be made available to third parties without the Company's express written consent.

8. WARRANTIES, DEFECTS AND RETURNS

- 8.1 The Company's selected product manufacturers offer a warranty for the quality of the Goods and The Company offers a separate warranty for services rendered as outlined in Annexure B.

- 8.2 In the event a defect materialises within the respective warranty period, the Company undertakes to assist in the co-ordination of the repair or replacement of the defective Goods, provided that –
- 8.2.1 the Client notified the Company in writing and within the warranty period of the defect and without undue delay after identifying the defect;
 - 8.2.2 the Client has paid all due and payable amounts
- 8.3 Subject to the provisions of clause 8.2 above, the Client may not return to the Company any Goods for any reason whatsoever, unless the Company has agreed in writing to accept such return and the conditions of such return.
- 8.4 The Company shall not refund the Client for defective Goods, unless otherwise agreed to by the Company in writing. In the event the Client returns Goods to the Company without the Company's prior written approval, the Company may store the Goods at the Client's expense and risk. Any additional costs to deliver the Goods back to the Client shall be borne by the Client.
- 8.5 Unless otherwise agreed in writing, a claim for repair or replacement of defective Goods shall not suspend the Client's payment obligation.
- 8.6 Returns of wrongfully delivered Goods shall be made at the Company's risk and expense.
- 8.7 If Goods are manufactured or supplied in accordance with the Client's specifications and/or drawings, or services are performed in accordance with the Client's instructions, the Company does not warrant the efficiency or performance of such Goods.

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1 The Client agrees to indemnify, hold harmless and defend the Company and the Company's directors, officers, employee's and agents, and the directors, officers, employees and agents of any of the Company's parent, subsidiary or related company from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of the death or injury to person or damage to property resulting from the sale, marketing or use of the Goods by the Client, except that such claims, suits, losses, damages, costs, fees or expenses must have arisen or resulted from any grossly negligent or wrongful act or omission of the Company.
- 9.2 In no event shall the Company, its directors, officers, employees or agents be liable for any incidental, consequential, indirect or special damages, including punitive damages or attorneys' fees, whether foreseeable or unforeseeable, based on claims of the Client or its clients (including, but not limited to, claims for loss of business, goodwill, profits, loss of income or impairment of other assets), arising out of breach of any express or implied warranty, breach of contract, misrepresentation, negligence or otherwise in connection with or arising out of the agreement except in the case of personal injury or property damage where and only to the extent that applicable law requires such liability.
- 9.3 Any action by the Client or breach of the Agreement by the Client or any other causes of action of the Client expressly allowed under the Agreement must be commenced within 1 (one) year after the cause of action has arisen.

10. FORCE MAJEURE

- 10.1 In the event of war, civil unrest, rioting, fire, other disasters and any other circumstances beyond the Company's control, irrespective of whether or not this occurs on its business premises or those of its suppliers, or in the event of any change of circumstances of such nature that the Company cannot reasonably be required to fulfil its obligations, the Company shall be entitled to withdraw its quotations or offers, suspend deliveries or terminate any relevant Agreement without judicial intervention and without any compensation to the Client. Failure by the Company's suppliers to meet their delivery obligations to the Company shall be deemed to be a case of force majeure.
- 10.2 In the event that the Company relies on force majeure, it shall immediately notify the Client thereof in writing, as well as the cessation thereof.
- 10.3 Where the Company has partially executed the Agreement before force majeure occurred, the Client shall pay the Agreement Price for the partial execution of the Agreement.

11. TERMINATION AND SUSPENSION

- 11.1 The Company may, without prejudice to any other rights or remedies it may possess under or in connection with the Agreement and without paying compensation of any kind to the Client, in its sole discretion choose to suspend its obligations under the Agreement or terminate the Agreement by written notification –
- 11.1.1 where the Client ceases to exist;
 - 11.1.2 where the Client is placed under provisional or final liquidation or sequestration, or provisional or final judicial management, as the case may be;
 - 11.1.3 where the business of the Client is being transferred;
 - 11.1.4 where the shareholding of the Client changes;
 - 11.1.5 where the Client enters into a scheme of arrangement with its creditors;
 - 11.1.6 where a significant part of the Client's assets is being liquidated or sequestered; or
 - 11.1.7 where the Client is in breach of any of its contractual obligations, including failing to pay any amount due and payable on the due date, and having failed to rectify such breach within 10 (ten) days of having been requested to do so in writing by the Company.
- 12.2 In the event of suspension or termination of the Agreement by the Company, all of the Company's claims for Goods already delivered or provided under the Agreement, any harm suffered, including any loss of profit suffered as a result of the suspension or termination of the Agreement as a result of any of the occurrences listed in clause 11.1 above, shall become due with immediate effect.

12. RETENTION OF TITLE / RESERVATION OF OWNERSHIP

- 12.1 Notwithstanding delivery of the Goods to the Client, the ownership in the Goods shall remain vested in the Company until the full Agreement Price and any other amounts due by the Client have been paid together with any interest or other costs to the Company arising out of the Agreement and these Terms.
- 12.2 While the Company remains the owner of the Goods, the Client may not sell, lend, pledge, mortgage or otherwise encumber, rent or lease the Goods or remove them or have them removed from the Client's business premises for any reason whatsoever, unless the Company has expressly consented thereto in writing.
- 12.3 In the event that the Client fails to make payment of amounts due and payable, the Company may take repossession of the Goods of which the Company has retained ownership until full payment is effected, and the Company shall deliver the Goods to the Client upon receipt of notice of payment by the Client, without undo delay. In such case, the Company may request additional security from the Client before returning the Goods to the Client.
- 12.4 The Client undertakes to handle the Goods with care; in particular it is obliged to insure them adequately at the reinstatement value against damage caused by fire, water, and theft at the Client's expense.
- 12.5 In the case of attachments or other legal interventions by third parties, the Client shall inform the Company of same in writing without undue delay. The Client shall be liable to the Company for all necessary costs incurred pursuant to third party legal action.
- 12.6 In processing or transforming the Goods with other items not belonging to the Company, the Company shall acquire joint title to the new thing in the same proportion as the value of the delivered item bears to the other processed items at the time of the processing. In all other cases, the new thing having resulted from the processing shall be governed by the same provision as the Goods. The retention of title / reservation of ownership shall remain effective in this regard.

13. CONFIDENTIALITY

- 13.1 The Company shall keep confidential all information obtained from the Client except such information as is in the public domain, or where the Client agrees in writing to making this information available to other parties.
- 13.2 Notwithstanding clause 13.1 above, the Client acknowledges that the Company may be required to disclose confidential information to its legal advisers, insurers or to another party under any

law requiring such disclosure and that disclosure under such circumstances will not constitute a breach of clause 13.1 above.

- 13.3 The Client agrees to keep confidential any methodologies, technology, know-how, trade secrets, software and tools used, provided or developed by the Company in providing and delivering the Goods.

14. APPLICABLE LAW AND DISPUTE RESOLUTION

The Agreement, including these Terms, shall be governed by and construed exclusively in accordance with the laws of the Republic of South Africa.

15. RIGHTS AND OBLIGATIONS

- 15.1 The Agreement and these Terms constitutes the entire Agreement between the Parties and no representation by either of the Parties or their agents, whether made prior or subsequent to the signing of these Terms, shall be binding on either of the Parties unless done in writing and signed by the Parties hereto.
- 15.2 Subject to the Company's discretion to update and amend these Terms from time to time, no variation, alteration or consensual cancellation of these Terms or any of the terms hereof, shall be of any force or effect, unless done in writing and signed by the Parties hereto.
- 15.3 No waiver or abandonment by either Party of any of its rights in terms of these Terms shall be binding on that Party, unless such waiver or abandonment is in writing and signed by the waiving Party.
- 15.4 No indulgence, extension of time, relaxation or latitude which any Party may show, grant or allow to another shall constitute a waiver by a Party of any such Party's rights and such Party shall not be prejudiced or stopped from exercising any of its rights against any Party which may have arisen in the past or which might arise in the future.
- 15.5 Unless the context indicates otherwise, the rights and obligations of any Party arising from these Terms shall devolve upon and bind its successors-in-title.
- 15.6 All provisions in these Terms are, notwithstanding the manner in which they have been put together or linked grammatically, severable from each other. In the event that any provision of these Terms is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, the unenforceable provision shall be replaced by an enforceable provision which comes as close as possible to the purpose and intention of the unenforceable provision and all remaining provisions of these Terms shall be of full force and effect.
- 15.7 The Parties agree that they will do all things and sign all documents necessary to give effect to the terms of these Terms and to all transactions deriving therefrom.

ANNEXURE A

1. Upon acceptance of the Agreement, the Client is required to pay a deposit of 80% (eighty percent) of the total amount up front, in order for the Company to purchase the required stock for the installation.
2. Once the Company has received an official, bank-issued proof of payment document from the Client for the 80% (eighty percent) deposit amount, the Company will advise on the earliest possible installation date, which varies between 5-7 (five to seven) days from the date of receiving proof of payment.
3. The outstanding balance of 20% (twenty percent) is then due to be paid to the Company by the Client on the final day of installation, once the job has been completed.
4. Once the Client has paid the final 20% (twenty percent) of the total amount on the final day of installation upon completion of the job and all due and payable amounts have been received, the Company will issue the final invoice and initiate proceedings to acquire the Certificate of Compliance.
5. All recommendations made and Goods supplied by the Company and the Company's directors, officers, employee's and agents are based on the assumption that all electrical components on the Client's premises are in good working order, insofar as they relate to the nature of the installation. Any additional Goods required that arise from knowledge gained after the Agreement has been accepted shall constitute a new Agreement and a new quotation.

ANNEXURE B

1. The Company's product manufacturers provide independent warranties in respect of the Goods delivered as part of the service rendered by the Company. These are as follows:
 - 1.1. Canadian Solar Panels – 25 (twenty-five) years
 - 1.2. Goodwe Inverters – 5 (five) years
 - 1.3. Pylontech Lithium Ion Batteries – 10 (ten) years
 - 1.4. Gemini Solar Geysers – 5 (five) years
2. The Company guarantees a 5 (five) year workmanship warranty on the installation service provided to the Client, with respect to all physical components of the set-up and electrical operational functionality thereof.
3. The Company will guarantee a 5 (five) year workmanship warranty only on the installation service supplied by the Company, and will not provide this warranty if the Goods are tampered with and/or suffer damage due to external factors which include but are not limited to fire, lightning, extreme power surges, water leaks and floods.
4. The Company will provide the Client with an approved, registered, third-party electrician to conduct the inspection for the Certificate of Compliance, as a value-add component of the Company's service offering (cost-inclusive in the quotation). The Client can elect to make use of any other electrician independently of the Company's service offering for the Certificate of Compliance inspection if they so choose, so long as this is agreed upon up front and in writing between both Parties.
5. The Company offers 2 (two) free-of-charge after-sales call-outs as part of the services rendered, for the purposes of any follow-ups or issues to address with the Goods and services delivered by the Company, upon request by the Client. Hereinafter, the Client shall be charged a call-out fee as determined by the Company, insofar as the callout does not arise from any goods/services/workmanship negligence on the part of the Company.