

SOLAR INSTALLATION TERMS & CONDITIONS

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

1. Definitions and Interpretation

1.1 Defined Terms

In this Agreement, unless the context otherwise requires:

Agent means the Premium Solar appointed installation contractor who shall meet with the Customer at the Site and install the Solar PV System;

Business Day means a day on which trading banks are open for banking business and shall not include a Saturday, Sunday or public holiday in Southern Africa;

Agreement means the agreement to purchase and to install the Solar PV System between Premium Solar and the Customer as contained in the Order Form and these Terms and Conditions of Contract;

Contract is the Agreement between the Parties for the completion of the installation works at the price specified in the Order Form and includes the signed Order Form and these Terms and Conditions of Contract;

Customer means the purchaser of the PV System;

Date of Visit means the date that the Agent visited the Customer and or provided the Customer with the Solar System Quote and access to these Terms and Conditions;

Deposit means the deposit to be paid to Premium Solar by the Customer in the amount specified in the Order Form;

Law or Laws means all statutes, regulations, proclamations, ordinances or by-laws as may be relevant to the Agreement, the Parties to this Agreement and the Agent and includes all statutes, regulations, proclamations, ordinances or by-laws issued under, varying, consolidating or replacing such statutes;

Order Form means the Solar System Quote signed by the Customer to which these Terms and Conditions are attached;

Outstanding Costs means the Total Cost payable by the Customer in relation to the installation of a Solar PV System as specified in the Order Form less any Deposit paid by the Customer;

Party or Parties means Premium Solar and or the Customer as the context requires.

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REC means any Renewable Energy Certificate

Site means the Customers premises where the Solar PV System is to be installed

Solar Credit or REC or Rebate means any REC, Solar Credit or other monetary rebate payable in relation to the purchase and installation of the Solar PV System by the relevant Government Department or Agency;

Solar PV System means the solar photovoltaic system as specified in the Order Form to be purchased by the Customer and installed by the Agent;

Premium Solar means Premium Cartridge Supplies SA cc : 2008/067365/23 Trading as Premium Solar

Standard Forms means those standard forms that shall be provided to the Customer including (but not limited to):

(a) Application to connect small scale renewable energy systems to the Power Grid network (issued by the relevant municipal Power Grid);

(b) Mandatory Information for REC Assignment Forms (issued by the Office of the Renewable Energy Regulator);

Terms and Conditions means these Terms and Conditions of Contract;

1.2 Interpretation

Unless the contrary intention appears:

- a) the singular includes the plural and vice versa;
- b) an obligation or representation on the part of two or more persons binds them jointly and each of them severally;
- c) an obligation or representation in favour of two or more persons is for the benefit of them jointly and severally; and
- d) each obligation of a party takes effect as a covenant;
- e) references to parts, clauses, parties, annexures, exhibits and Schedules are references to parts and clauses of, and parties, annexures, Exhibits and Schedules to, this Variation Agreement;
- f) in the interpretation of this Agreement, no rules of construction apply to the disadvantage of any party because that party was responsible for the drafting of this Agreement or of any part of this Agreement; and
- g) a reference to rands or R shall mean South African Rands.

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2. Terms and Conditions

2.1 Acknowledgement

By signing the Order Form the Customer acknowledges and agrees that,

- a) these Terms and Conditions shall apply from and including the date the Order Form is signed;
- b) the Agreement between the parties shall be deemed a Contract and be in force from the date of the Order Form;

2.2 Pricing and Payment

- a) The pricing set out in the Solar Quotation is:
 - i. valid for a period of 7 days following the Date of Visit.
 - ii. inclusive of any Rebate that may be payable in relation to the Solar PV System.
 - iii. excludes any electricity or meter upgrades costs that may be required. These upgrade costs are payable in full by the Customer to the relevant power utility or Company.
- b) Payment Timing
 - i. The Deposit is due at the time that the Customer submits its Proposal Acceptance to Premium Solar.
 - ii. The Outstanding Costs are due within 48 hours (or such other time as agreed in writing by Premium Solar) of the completion of the installation and the delivery by the Agent to the Customer of the signed acceptance testing form confirming that the Solar PV System has met all of Premium Solar's acceptance testing criteria verifying the installed Solar PV System is operating at its design specifications.

3. Solar Services

3.1 General

- a) Upon receipt of the Order Form Premium Solar shall
 - i. schedule a provisional work/installation date for the Solar PV System with the Agent and the Customer;
 - ii. place an order for notify the Customer (upon request) The anticipated time required to order the Solar PV System and obtain the date that the Solar PV System will be delivered from the manufacturer;
 - iii. contact the Customer as soon as Premium Solar has obtained the delivery date information to confirm the final installation/work date or to reschedule the installation to a date that is mutually convenient.

- b) Premium Solar shall provide the Customer with a relevant Tax Invoice in relation to both the Deposit and the Outstanding Costs.

3.2 Supply of Solar PV System

- a) The Customer acknowledges and agrees that Premium Solar shall not be obliged to install any Solar PV System until the Customer has paid the Deposit as set out in the Order Form.
- b) Premium Solar shall not be liable for any loss or damage to the Customer in case installation date is changed due to unforeseeable circumstances.
 - i. arising out of delays in the supply of the Solar PV System from the manufacturer or when the Customer has failed to pay the deposit to Premium Solar, or

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- ii. where the manufacturers are unable to supply the products at the time they previously advised;
- iii. Or due to unforeseen circumstances including weather, etc.

3.3 Installation of Solar PV System

- a) Upon receipt of the required documents and forms duly completed by the Customer, Premium Solar shall arrange for the installers to install the Solar PV System at the Customer's nominated address.
- b) All installations shall be completed by competent and licensed installers to carry out the installation works.
- c) The Customer acknowledges and agrees that:
 - i. the installers shall complete a site inspection in relation to the proposed installation of the Solar PV System at the Customer's nominated address;
 - ii. the location of the installation of the Solar PV System at the Customer's nominated address shall be mutually agreed between the parties in writing prior to commencement of installation works; and
 - iii. Premium Solar shall not be liable to move or remove the Solar PV System after installation unless due to a technical fault with the Solar PV System.
- d) Premium Solar will take every reasonable precaution in conducting the Works at the Property. Premium Solar will not be liable in respect of:
 - i. the structural integrity of the Property;
 - ii. the roof's ability to carry the weight of the Works;
 - iii. any roof leaks or damages other than where Premium Solar had to alter or drill into tiles or roof sheeting.
 - iv. any effect the Works have on any roof manufacturer's warranty;
 - v. any damage to the roof or Property which is not due to Premium Solar negligence or breach of this Agreement; or
 - vi. any pre-existing condition, fault or defect relating to the Property (including without limitation circumstances related to structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure and the status or mounting of consumption meters).
- e) Premium Solar shall take all due care as to ensure a high standard of quality control of the installation work.
- (f) The Customer acknowledges and agrees that Premium Solar may elect not to commence any installation or apply for approval for any applicable Rebate that may be payable in relation to the Solar PV System where the Customer has not paid the deposit or agreed the installation location.

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3.4 Warranties

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

b) Unless otherwise specified in the Order Form, Premium Solar shall provide a 12-month on-site warranty for:

- i. the installation workmanship; and
- ii. the inverter, panels and batteries of the Solar PV System
- iii. batteries; and
- iv. Solar PV System

All hardware is covered by the manufacturer's warranty.

c) Any misuse of the Solar PV System or use of the Solar PV System in a manner not expressly authorized by Premium Solar may void this warranty.

d) The company shall not be liable for any cost of repair to damage caused to the equipment for reasons which are beyond the Company's control, war, riots, faults incurred in telephone lines and connections, software viruses, power surges and acts of God i.e. lightning, fire, flooding, etc. or exceeding the maximum load capacity of the equipment.

e) The customer is solely responsible for insuring all equipment after the installation completion date.

3.5 Service to Solar PV Systems

a) Premium Solar shall, at its own cost, promptly arrange for the Agent to undertake any necessary repair and replacement works to the Solar PV System that are covered by the Customers Statutory rights or the warranty terms and conditions which provide the Customer with the maximum financial benefit.

b) In the event:

- i. that a Customer requests a service call out for any repair or replacement works, and
- ii. the Customer shall be liable to pay a fee for such service call out. Premium Solar standard call rates will apply where the call out is not the result of a fault with the installation or of the components of the Solar PV System.

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4. Customer Obligations

4.1 Deposit and Payment of Outstanding Costs

a) The Customer shall provide the Deposit in full to Premium Solar upon completing and signing the Order Form or such a longer time as Premium Solar may in its absolute discretion agree.

(b) The Customer shall pay Premium Solar the Outstanding Costs within 48 hours days of completing the installation.

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

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

(i) Premium Solar may elect to either:

(A) require the Customer to pay the Deposit and/or the Outstanding Costs by way of an alternative method; or

(B) terminate this Agreement and the Customer shall be liable to pay any financial penalties or fees that may apply in relation to such refusal.

4.2 Documentation

The Customer shall fill out and complete all documentation required by Premium Solar to arrange the connection of the Solar PV System to the relevant municipal area or to facilitate payment of the Rebate, including but not limited to, the Standard Forms.

4.3 Removal of Objects

The Customer is responsible, at its own cost, for the removal of any trees, plants or any other objects that may cast a shadow on the Solar PV System, both at the time of installation and in the future.

4.4 Additional Costs

If, prior to the commencement of the installation work:

(a) the verified cost of installing the Solar PV System increases by more than five percent (5%); and

(b) such cost increase is due to factors outside the reasonable control of Premium Solar, then Premium Solar may notify the Customer in writing of the amount of such increase in costs and provide evidence supporting the amount of the cost increase to the Customer. Upon receipt of the Notice of the price increase the Customer may either

(i) pay the verified increase in costs for the installation of the Solar PV System; or

(ii) elect in writing to not purchase the Solar PV System, in which case:

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

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(B) Premium Solar shall return to the Customer, within two (2) days of receiving notice of the Customer's election, the amount of the Deposit paid by the Customer.

4.5 Statutory Declaration

In the event that the quote given on the Order Form is the subject of a Rebate requiring a Statutory Declaration THEN Premium Solar may require the Customer to provide a Statutory Declaration (in accordance with the Oaths, Affidavits and Statutory Declarations Act 2005 (WA)) stating that the Customer resides in the nominated address.

4.6 Warranty and Indemnification

a) The Customer acknowledges and agrees that Premium Solar 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.

(b) The Customer shall indemnify and hold harmless Premium Solar from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Customer may suffer or incur in connection with the provision of false or inaccurate information.

5. Termination or Cancellation of Agreement;

5.1 By Premium Solar:

(a) Premium Solar may terminate the Agreement by notice in writing at any time prior to installation of the Solar PV System. In the event that Premium Solar cancels or terminates the Agreement pursuant to this clause then Premium Solar shall refund the Deposit paid by the Customer within two (2) days of the termination notice date.

(b) In the event that upon completion of a site inspection by the Agent, Premium Solar advises

- i. there is no suitable location on the residence or other structure on which to install the Solar PV System; or
- ii. it is not possible to install the Solar PV System due to the condition of the roof, building configuration or structure at the Site, then:
- iii. this Agreement shall forthwith be terminated by notice in writing to the Customer and Premium Solar shall refund the Deposit paid by the Customer within two (2) days of such termination notice.

(c) In the event the Customer has breached this Agreement by failing to pay the Outstanding Costs:

- i. the Deposit shall be forfeited to Premium Solar; and
- ii. Premium Solar may:
 - (A) require the Customer to pay the Outstanding Costs within seven (7) days of Premium Solar issuing of a notice to pay. After receipt of the Outstanding Costs Premium Solar shall continue with the installation of the Solar PV System; or
 - (B) forthwith terminate this Agreement by notice in writing to the Customer, and.
 - (C) Premium Solar may repossess the Solar PV System including all parts, components and equipment.

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In the event of termination under this clause, the Customer hereby transfer the title in the Solar PV System components to Premium Solar and grants access to the Site for Premium Solar's Agent to enter and remove the Solar PV System.

(d) In the event that following the site inspection the residence (or other structure as applicable) located at the Customer's nominated Site is destroyed, or so damaged as to make the installation of the Solar PV System impossible or dangerous, then Premium Solar may elect by notice in writing to either:

- i. terminate the Agreement and return any Deposit paid in full to the Customer within two (2) days; or
- ii. continue this Agreement until such time as the relevant building or other structure located at the Site is repaired or rebuilt, in which case:
 - (A) The Customer shall be obliged to immediately pay to Premium Solar the Outstanding Costs in full; and
 - (B) Premium Solar shall complete the installation works as soon as practical after the Customer advises that the Site is available for the installation to commence.

(e) In the event that Premium Solar terminates this contract pursuant to clause.

5.1(c)(ii)(B) then:

- i. The Customer shall be liable for all costs incurred by Premium Solar relating to the removal of the Solar PV System from the Site and the shipping of the Solar PV System back to Premium Solar. Such costs shall be payable by the Customer upon receipt of a written demand from Premium Solar; and
- ii. Premium Solar shall ensure that its Agent repairs the Customers roof, so that it is waterproof, before leaving the Site after the removal of the Solar PV System, but Premium Solar shall not be liable to the Customer for any costs required to return the roof to the exact condition it was in prior to the Solar PV System installation.

5.2 By Customer

In the event that the Customer terminates this Agreement by written notice, then any Deposit paid shall be forfeited to Premium Solar.

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6. General;

6.1 Power disruptions;

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

6.2 Risk Passing:

The Customer and Premium Solar acknowledge and agree that risk and title in the components and equipment comprising the Solar PV System shall pass to the Customer upon the Solar PV System being unloaded at the Site.

6.5 Amendments to this Agreement;

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

6.6 Severance

If any term, condition, covenant or stipulation of the Order Form or the Terms and Conditions or the application thereof to any person or circumstances is or becomes invalid or unenforceable the remaining terms, covenants, conditions and stipulations are not affected and each term, covenant, condition and stipulation of the Order Form or the Terms and Conditions is valid and enforceable to the extent permitted by law.

6.7 Jurisdiction

This Agreement is governed by the laws of Southern Africa and the parties submit to the non-exclusive jurisdiction of the courts of Southern Africa.