

Dear Customer

Please read through the following Terms and Conditions of Sale, and indicate your acceptance thereof by initialling and signing in the spaces provided. Should any clause require further explanation please contact our offices to obtain clarity before accepting.

#### **TERMS AND CONDITIONS**

1. GreenHouse Energy Consulting ("GreenHouse") is committed to complying with the letter and spirit of the Consumer Protection Act 68 of 2008.
2. All prices quoted are net cash prices.
3. Quotations shall lapse after 7 days unless expressly stated otherwise in writing, where after they shall be subject to review at the discretion of GreenHouse.
4. GreenHouse shall be entitled to withdraw or amend a quotation at any time prior to acceptance by the Customer, by communicating this to the Customer in writing.
5. Written confirmation and/or the signing of a quotation, proposal or these Terms and Conditions by the Customer shall constitute a binding agreement between the parties which cannot be cancelled unilaterally by either party but only by agreement between both parties.
6. A 70% deposit is due, owing and payable upon invoicing which shall be forwarded to the Customer on acceptance of the quotation. Procurement of equipment and installation scheduling will not commence until such deposit is paid and this document is duly signed and provided to GreenHouse.
7. Should the deposit remain unpaid after 2 (two) business days from invoice, GreenHouse reserves the right to revise the quotation value to account for changes in input costs. Should the customer not accept such increased cost GreenHouse may at its sole discretion cancel the agreement.
8. Where the installation is completed in phases, progress payments shall be payable on presentation of a Progress Payment Schedule for work completed.
9. The final balance is due, owing and payable on invoice, which shall follow commissioning of the equipment. In the event that GreenHouse is prevented from commissioning the equipment due to factors relating to access to or readiness of the installation site, and all equipment has been installed, the final invoice shall be submitted, and commissioning and handover performed once it becomes possible to do so.
10. **Amounts other than deposits remaining unpaid after 7 days of invoice shall accrue interest at a rate of 2% per month, as provided for by the National Credit Act No34 of 2005.**
11. The Customer may not withhold payment for any reason whatsoever, notwithstanding any counter-claim which may accrue in favour of the Customer against GreenHouse.
12. GreenHouse does not consent to any retention being held by the Customer nor to any terms of deferred payment.
13. Each separate area of the installation and each installation itself may, at the sole option of GreenHouse, be regarded as divisible or alternatively inseparable from the main contract, as GreenHouse shall choose and the Customer shall in either event not be entitled to defer or hold payment in respect of any

*Initial:* \_\_\_\_\_

installation completed by GreenHouse nor shall partial payment discharge the customer from liability for so much of the contract as has been performed by GreenHouse.

14. The Customer shall be responsible for all additional costs relating to the approval of such systems, including but not limited to the preparation of documents, Professional Engineer's sign-off, attendance at system inspection and testing meetings with the approving body, etc., where these have not been expressly included in the system quotation.
15. GreenHouse shall not be liable for any delays arising from any approval process, and the Customer agrees that payment in full for the system shall not be delayed nor withheld as a result of delays with such processes.
16. As solar and battery power systems take many forms and offer a range of performance capabilities, GreenHouse undertakes to provide clear, honest and accurate information to the Customer regarding the functionality and performance of the system(s) offered, and warrants that its representatives possess the relevant expertise in this regard. **The Customer confirms by acceptance of a quotation that the system specification meets their requirements, and that all defining characteristics have been reduced to writing.**
17. Quotations are based on the information supplied by the Customer, except where otherwise specifically determined by GreenHouse.
18. Site inspections performed by GreenHouse Sales Consultants do not include on-roof or in-roof inspections, inspection of distribution board wiring, etc.
19. The price quoted and the acceptance of any quotation is based on the presumption that the existing electrical installation on the premises is in good order and compliant with prevailing regulations, legislation and good electrical practice.
20. Many of the inverter systems supplied by GreenHouse incorporate internal ground fault detection devices, as a compulsory element of their certification to South African safety standards. **This may expose pre-existing ground faults in the building's electrical system, particularly on circuits which were not previously protected by an Earth Leakage unit.** The tracing and resolution of such ground faults is not included in the system quotation. The customer may choose to have the affected circuits left off the backup, or to request GreenHouse to rectify the faults at an additional cost.
21. Any additional work necessary to execute the installation shall be at the Customer's risk and at the Customer's expense. Such work shall be agreed in advance with the Customer as it is identified, and shall be subject to Clause 26 below.
22. Any variations or alterations to the scope of work done or any extras required by the Customer will be for the Customer's account.
23. The Customer may elect to appoint a third party to perform the additional work identified in Clauses 20 and 21 above, subject to Clauses 29, and 30 below.
24. GreenHouse may substitute any component of the installation with another of equivalent or better quality and/or specification after consultation with and agreement by the Customer, and such agreement shall not be unreasonably withheld.

*Initial:* \_\_\_\_\_

25. Any extra amounts which may become due and payable in terms of this agreement, over and above the contract price, are due and payable on demand. GreenHouse reserves the right to suspend the performance of this contract until such amounts are paid in full.
26. Installations shall be scheduled subject to the availability of equipment and installation capacity.
27. Installations are scheduled during normal working hours (Mondays to Fridays between 8:00am and 5:00pm). Should the Customer require installation to take place outside of these times, or should the site not be available or accessible for the full working day necessitating the work to be completed over a number of days, an extra charge shall be payable.
28. The Customer agrees that time is not of the essence to this contract and no delivery or installation date is guaranteed, unless expressly stated in writing in the quotation. GreenHouse shall provide indicative lead times to the customer on acceptance of a quotation. Installation dates are secured only on receipt of the deposit.
29. Should the Customer require the installation to be rescheduled, a minimum of 24 hours' notice shall be given.
30. Should the Customer fail to provide such notice, and GreenHouse is unable to perform the installation as scheduled, GreenHouse shall be entitled to levy a cancellation fee for travel and productivity costs incurred.
31. It is a condition of this contract that free and easy access to the site of the installation must be made and arranged beforehand by the Customer. GreenHouse may levy a fee for lost time as a result of excessive access delays.
32. The Customer undertakes to ensure a free supply of reliable electricity to GreenHouse in order to enable the contract to be executed. It is the responsibility of the Customer to advise GreenHouse of the non-availability of electrical power, who may at its sole discretion elect to continue with the installation in part or in full by making its own provision for electrical power, and to charge a reasonable fee for the provision of such power.
33. The commissioning of systems requires the availability of the relevant electrical supply and access to the Customer's WiFi or an Ethernet point if applicable. Should commissioning not be possible due to the non-availability of the above, a fee shall be levied by GreenHouse to return and commission the system at a later date.
34. The remote monitoring and control of the power system purchased may depend on a stable internet connection. The Customer shall be responsible for ensuring the strength and stability of this connection, and for any network maintenance upgrades required in this regard.
35. A Supplementary Electrical Certificate of Compliance (CoC) shall be issued for the work performed by GreenHouse. It is a legal requirement that the Supplementary Electrical CoC references the serial number of the original Electrical CoC of the building. The Supplementary Electrical CoC shall only be issued once GreenHouse has received a copy of the building Electrical CoC.
36. The Customer shall be entitled to receive a handover of the system. Where a customer requests this handover to take place outside of normal working hours (Mondays to Fridays between 8:00am and 5:00pm) an additional charge shall be payable.

*Initial:* \_\_\_\_\_

37. Risk in respect of the equipment shall transfer to the Customer on delivery to the installation site. Any equipment delivered but not installed shall be appropriately stored and secured in consultation with the Customer.
38. GreenHouse shall be responsible for any loss or damage to equipment during installation or commissioning, except where such loss is directly attributable to a 3<sup>rd</sup> party.
- 39. The components and products supplied and installed by GreenHouse are warranted by the manufacturers and importers thereof, and GreenHouse shall facilitate the claims against such warranties where required. Where such warranties are of a limited nature, any costs incurred by GreenHouse by way of testing, removal, delivery, collection and reinstallation of the affected component or equipment, shall be for the Customer's account.**
40. GreenHouse bears no responsibility for delays or losses arising from matters beyond its control which include but are not limited to, acts of God.
41. GreenHouse's liability for damages arising out of defective materials or workmanship is limited to the provisions of Section 61 of the Consumer Protection Act.
42. As many of the factors determining system performance (weather, usage patterns, etc) are beyond the control of GreenHouse, no specific warranties of solar performance are made.
43. The Customer consents to the jurisdiction of the Magistrate's Court in respect of all claims arising out of this contract except where the monetary value of any claim exceeds the jurisdiction of the Magistrate's Court.
44. This form together with the quotation constitute the full terms of the contract between GreenHouse and the Customer and no alterations or variations to this contract will be recognized unless in writing and signed by both parties.

I, \_\_\_\_\_, with Identity Number \_\_\_\_\_  
hereby confirm that I have read and understood the above terms and conditions, and agree to be bound by them.

Signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

Initial: \_\_\_\_\_