

Sunfix (Pty) Ltd Standard Terms of Trade

1. Definitions

- 1.1. "Components" means the solar panel mounting components sold by Sunfix to the Customer;
- 1.2. "Contract Price" means the agreed amount payable by the Customer to Sunfix for the Components, which shall exclude Value Added Tax unless otherwise agreed;
- 1.3. "Customer(s)" means any legal or natural person who purchases Components from Sunfix as identified in the Quotation Schedule;
- 1.4. "Handover" means the physical act on the part of Sunfix of handing the Components over to the Customer, or a representative and / or agent of the Customer;
- 1.5. "Handover Date" means the Date that the Components are handed over to the Customer by Sunfix;
- 1.6. "Handover Note" means written confirmation by the Customer confirming Handover of the Components;
- 1.7. "Installation Manual" means the appropriate manual prepared by Sunfix setting out the manner in which the Components are to be installed, and which shall be made available to a Customer on request;
- 1.8. "Engineers Aid" means the appropriate guide prepared by Sunfix showing a calculation method for the derivation of wind loads, and other parameters of a structural nature, and which shall be made available to a Customer on request;
- 1.9. "Maintenance Manual" means the appropriate manual prepared by Sunfix setting out the manner in which the Components are to be maintained, and which shall be made available to a Customer on request;
- 1.10. "Structural Engineer" means a Professional Engineer registered with the Engineering Council of South Africa (ECSA) in the Civil Engineering discipline, who specializes in the design, analysis, and assessment of structures to ensure their safety, stability, and compliance with applicable codes and standards;
- 1.11. "Purchase Order" means any form of acceptance of the Quotation by the Customer, whether that be verbal, tacit or written form;
- 1.12. "Quotation" means the written quotation relating to the Components, recording the Contract Price as issued by Sunfix to the Customer in respect of the Components, subject to all variations, extras and / or extensions from time to time in respect of the Components;
- 1.13. "Sunfix" means Sunfix (Pty) Ltd;
- 1.14. "Standard Terms of Trade" means these standard terms of trade;
- 1.15. "Transaction(s)" means a concluded agreement between Sunfix and a Customer for the sale of Components, which shall be subject to the Quotation, Purchase Order, these Standard Terms of Trade and the Warranty Document;
- 1.16. "Warranty" means the limited warranty given by Sunfix in respect of the Components as detailed in the Warranty Document; and
- 1.17. "Warranty Document" means the document within which the terms of the Warranty are recorded, and which shall be made available to a Customer on request;
- 1.18. "In writing" for the purpose of these Standard Terms of Trade means any communication recorded in a physical or electronic form and includes, without limitation, documents, letters, and correspondence sent by email or other electronic messaging platforms (including WhatsApp or similar applications).

2. Conclusion of Transaction

- 2.1. These Standard Terms of Trade record the prevailing standard terms of trade of Sunfix in relation to Transactions. It automatically applies in respect of every Transaction concluded from time to time.
- 2.2. Every Transaction shall be subject to the provisions of these Standard Terms of Trade and shall be deemed to have been concluded on:
 - 2.2.1. delivery of a Purchase Order accepting the terms of a Quotation, to Sunfix; and
 - 2.2.2. upon the earlier of presentation of an invoice by Sunfix to the Customer or payment of the full Contract price to Sunfix, as the case may be.

- 2.3. No terms contrary to these Standard Terms of Trade shall apply in respect of any Transaction unless they are recorded in writing and agreed to by the parties. Any such contrary terms agreed to shall apply only in respect of the specific Transaction which records them and shall not constitute a general amendment of these Standard Terms of Trade.
- 2.4. These Standard Terms of Trade may be amended or replaced by Sunfix from time to time without prior notice to the Customer. The amendment or replacement shall not apply retrospectively.
- 2.5. The Customer's representative concluding a Transaction is deemed to have thereby warranted that he is duly authorised to do so. Sunfix may require him to produce a resolution by the office bearers (i.e. directors, members, trustees, partners etc.) of the Customer, authorising the Customer's representative to enter into the Transaction on the Customer's behalf.
- 2.6. The Customer is deemed to have waived the right to disavow liability on the basis that the Customer's acceptance of the Quotation was not accompanied by the Customer's official or correct order number.

3. Quotations

- 3.1. Notwithstanding the provisions contained in clause 2.2 of these Standard Terms of Trade Sunfix shall be entitled to a two-business day cooling off period following the conclusion of a Transaction. Sunfix is entitled to revoke its Quotation up to 2 business days after it has received a Purchase Order from a Customer.
- 3.2. To the extent that the Customer has provided Sunfix with information which is material to a Quotation and which Sunfix has relied upon in generating a Quotation, the Customer is deemed to have warranted that the information is current, accurate and complete.
- 3.3. All Quotations shall be valid only for a period of 14 calendar days from the date of issue. After the expiration of the 14 calendar days from the date of issue, the Quotation shall lapse and no longer be capable of being accepted by the Customer.

4. Pricing

- 4.1. The price of the Components shall be the price that appears in the relevant Quotation Schedule, being the Contract Price.
- 4.2. All amounts quoted by Sunfix shall exclude Value Added Tax unless otherwise agreed.
- 4.3. Sunfix shall not be bound by the prices relevant to any previous Quotation or Transaction. Sunfix will not be liable for losses or damages arising out of the Customer's reliance on prices stated relevant to any previous Quotation or Transaction.
- 4.4. All Transactions are strictly cash sales with full payment of the Contract Price being required on or before Handover, unless (i) other terms are provided for in the Transaction or (ii) the parties have concluded written terms to the contrary.
- 4.5. Sunfix shall not be obliged to commence work on the Components nor shall it be required to Handover any Components to a Customer before payment of the Contract Price has been received in full by Sunfix.

5. Confidentiality

- 5.1. All information provided to the Customer by or on behalf of Sunfix, such as Quotations, designs, images, drawings and know-how, of whatever nature and in whatever form are confidential and proprietary to Sunfix, and the Customer may not use it for any purpose other than for the implementation of the Transaction.
- 5.2. Sunfix is and will remain the sole and exclusive owner of all intellectual property rights, title and interest, including but not limited to know-how (not in the public domain), invention (whether or not patented), design, trademark, copyright material (whether or not registered), in and to the Components and related branding. Sunfix therefore retains the sole right to the reproduction of the Components notwithstanding payment therefore by or on behalf of the Customer. Sunfix does not transfer any intellectual property rights to the Customer.
- 5.3. Sunfix reserves the right to take and publish photographs of, and refer to, the technical abilities of the Components supplied in its sales brochures and / or advertising materials, without disclosing the identity, or any confidential information of the Customer.

6. Advise and Information Provided

- 6.1. The Customer cannot derive any rights from advice and information provided by Sunfix that is not directly related to the Transaction.

7. Handover

- 7.1. Handover of the Components will follow as soon as reasonably possible after payment of the Contract Price in full has been received by Sunfix. Timing of Handover shall not be of the essence to the Transaction.
- 7.2. Unless the Quotation states otherwise, the Customer shall be obliged to accept Handover of the Components from Sunfix at a place designated by Sunfix. Sunfix shall not be responsible for the delivery of the Components to the Customer.
- 7.3. A signed Handover Note shall constitute prima facie proof that the Components have been handed over to and received by the Customer in good condition as at the Handover Date, whether signed by the Customer or the employee, agent, representative, or courier of the Customer.
- 7.4. Sunfix does not warrant that Handover to any country outside of the Republic of South Africa will be successful or that the Components will be accepted into any foreign territory. It is the responsibility of foreign purchasers to satisfy themselves as to the import requirements and restrictions that apply to the Components in their territory before accepting a Quotation.
- 7.5. Should an unreasonable delay in the Handover of the Components be attributable to the Customer, its agents and / or employees, the Customer shall become liable for payment of the Contract Price to Sunfix as if Handover of the Components to the Customer had actually occurred. An unreasonable delay shall be a delay in excess of 30 days.
- 7.6. The Customer shall pay all costs that Sunfix incurs or damages that Sunfix suffers as a result of a delay in the Handover of the Components in the event that the delay is attributable to the Customer.
- 7.7. Under no circumstances will a failure to effect Handover by an agreed Handover Date give the Customer the right to compensation or to terminate the Transaction. The Customer hereby indemnifies Sunfix against any third-party claims due to a failure to effect Handover by a Handover Date and claims for costs on the attorney and own Customer scale.

8. Transfer of Ownership and Risk

- 8.1. Ownership and benefit in the Components will transfer to the Customer on full payment of the Contract Price. Accordingly, ownership of the Components shall remain vested in Sunfix until full payment of the Contract Price has been received, regardless of whether or not Handover has been effected.
- 8.2. Risk in the Components will transfer to the Customer on the date that Sunfix notifies the Customer that the Components are ready for Handover. From that time onwards, the Customer bears the risk in the Components, including but not limited to the risks associated with storage, loading, transporting and unloading and installation.
- 8.3. If the parties agree that Sunfix will be responsible for the transport of the Components to a site nominated by the Customer, the Customer shall in that case nonetheless bear the risk as set out in clause 8.2.
- 8.4. If Components are exchanged and the Customer retains the Components to be exchanged pending Handover of the new Components, the risk in the Components to be exchanged remains with the Customer until the time that it hands over the Components to Sunfix. If the Customer is unable to deliver the Components to be exchanged in the condition in which it was when the Transaction was concluded, Sunfix shall be entitled to cancel the exchange. It is expressly recorded that exchanges of Components will only be effected in the instances where Sunfix, in its sole and absolute discretion decides to allow for an exchange.
- 8.5. As long as the Components are subject to retention of ownership in favour of Sunfix, the Customer may not encumber or dispose of the Components.

9. Returns Policy

- 9.1. Sunfix may, in its sole and absolute discretion, accept the return of any Components. In the event that Sunfix agrees to accept a return, Sunfix shall be entitled, in its discretion, to charge the Customer a reasonable handling fee, which shall be payable by the Customer upon demand.

- 9.2. Notwithstanding anything to the contrary contained in these Standard Terms of Trade, and subject always to Sunfix's absolute discretion as provided for in clause 9.1, Sunfix may, but shall not be obliged to, consider the return of any Components, provided that:
 - 9.2.1. the Components are unused and undamaged;
 - 9.2.2. the Components are returned in their original packaging and in a condition suitable for resale, in Sunfix's sole opinion; and
 - 9.2.3. the Components are returned to Sunfix within 14 (fourteen) calendar days of delivery.
- 9.3. For the avoidance of doubt, compliance by the Customer with the above requirements shall not oblige Sunfix to accept any return or to provide any refund or replacement, and any acceptance of a return shall remain entirely at Sunfix's discretion.
- 9.4. In the event that the Customer contends that the Components, or any part thereof are defective, the Customer shall bear the onus of proving on a balance of probabilities (i) the nature of the defect/s and (ii) that the defect/s existed at the Handover Date. In the event that the Customer demonstrates the existence of the defect accordingly to the satisfaction of Sunfix, Sunfix will at its election replace the defective Components, or any defective part thereof or refund the portion of the Contract Price that relates to the defective Components returned in respect thereof to the Customer, within 30 calendar days of Sunfix confirming that there is in fact a defect present, less any reasonable costs incurred by Sunfix in the process.
- 9.5. Sunfix's liability for damages to the Customer arising out of defective Components shall be limited to the provisions of clause 9.2 of these Standard Terms of Trade. Sunfix shall not be responsible for any consequential damages or any loss of profit whatsoever arising from the sale of any Components.
- 9.6. It is the sole responsibility of the Customer to determine that the Components are suitable for the purposes of intended use and that the Customer or its employees or agents comply with the provisions of the Installation and Maintenance Manuals prepared by Sunfix, which shall be available to the Customer on request. Sunfix shall not owe the Customer any duty of care to train the Customer or its employees or agents in the proper installation, use and / or maintenance of the Components or to investigate the Customer's expertise, experience or intended use for the Components prior to or in the course of the Transaction.

10. Exclusions

- 10.1. Sunfix shall not be responsible for:
 - 10.1.1. any delay or failure in its performance due to out of date, inaccurate or incomplete information provided by the Customer;
 - 10.1.2. the installation of any of its Components;
 - 10.1.3. damage to or destruction of the Components due to installation of the Components that is inconsistent with the provisions of the Installation Manual;
 - 10.1.4. damage to or destruction of the Components due to a failure to maintain the Components in accordance with the provisions of the Maintenance Manual;
 - 10.1.5. damage, loss and / or injury caused by the Components as a result of a failure to install the Components in accordance with the provisions of the Installation Manual and / or a failure to maintain the Components in accordance with the provisions of the Maintenance Manual;
 - 10.1.6. damage, loss, injury and / or destruction caused to or by the Components as a result of the Components being used for a purpose other than the purpose for which they were sold to the Customer;
 - 10.1.7. ensuring that the Components comply with national / regional / local legislation and permits;
 - 10.1.8. any measure of damages exceeding the quotation amount.
- 10.2. All costs or damages associated with the exclusions above shall be borne by the Customer.

11. Vis Major

- 11.1. Sunfix shall not be liable for any delay in Handover of the Components due to any cause beyond its direct control, including but not limited to any of the following: strikes, lock-outs or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, threat of or preparation for war; fire, explosion, storm, flood, subsidence, unfavourable weather conditions, epidemic or any natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private

transport; any act or policy of any state or government or other authority having jurisdiction over either party; any inability on its part to obtain or receive any imported Components from any supplier due to any failure on the part of such supplier to deliver the Components in question as a result of the action of its own government or any other boycott or sanction or embargo which it chooses to observe and which is directed at the government of South Africa or any national or anyone connected with South Africa, or for any other similar reason (“Force Majeure”).

- 11.2. Upon the occurrence of any delay or failure occasioned by a Force Majeure, the provisions of the Transaction which are affected shall be suspended for as long as the cause in question continues to operate. Once the Force Majeure no longer applies, Sunfix will resume performance of its obligations as soon as its planning permits, provided that if that cause has not ceased within 6 months from when it arose, the Transaction may be terminated by either party.
- 11.3. The parties are not entitled to compensation for the damages suffered or to be suffered as a result of the Force Majeure, suspension or termination as referred to in this clause and the Customer shall have no claim for restitution of monies paid in respect of Components which have already been delivered.

12. Installation and Maintenance of the Components

- 12.1. Sunfix shall bear no responsibility whatsoever for the installation or maintenance of the Components. It shall be the responsibility of the Customer to have the Components installed and maintained.
- 12.2. Sunfix shall make available to the Customer an Engineers Aid, Installation Manual, and Maintenance Manual, the provisions of which must be strictly adhered to when designing, installing, and maintaining the Components for the solar support system. These manuals can be found on Sunfix's website and / or are available upon request.
- 12.3. Once the Components have been installed in accordance with the Engineers Aid and Installation Manual, the Customer shall be required to ensure that it, at its own expense, procures from a duly qualified Structural Engineer, written certification (“Installation Certificate”) that the installation complies with the provisions of the Engineers Aid and Installation Manual.
- 12.4. The Customer shall ensure that the Components are inspected and maintained for the duration of their service life in accordance with the Maintenance Manual.
- 12.5. The Customer must ensure that it completes the warranty registration form (“Warranty Registration Form”), which shall be available on Sunfix’s website or made available to a Customer on request, within 30 (thirty) days of the Delivery Date (“Registration Period”).

13. Liability

- 13.1. Sunfix shall not under any circumstances be liable for and does hereby disclaim liability for the following:
 - 13.1.1. Consequential damages, including but not limited to business interruption losses, loss of production, delay production, loss of profit, penalties, transport costs and travel and subsistence expenses;
 - 13.1.2. Damage to property in the care, custody or control of, but not owned by the Customer, including but not limited to damage caused by or during the implementation of the Components;
 - 13.1.3. Damage as a result of intent or wilful recklessness by Sunfix’s auxiliary staff or non-managerial subordinates and / or agents;
 - 13.1.4. Damage to Components as a result of improper processing, use or handling by the Customer, its agents or employees;
 - 13.1.5. Damage resulting from a failure of the Components in the case where the Components have not been maintained in accordance with the Maintenance Manual;
 - 13.1.6. Damage resulting from a failure of the Components in the case where the Components have not been installed in accordance with the Installation Manual;
 - 13.1.7. Damage resulting from a failure of the Components in the case where the Customer has not procured an Installation Certificate.
- 13.2. The Customer hereby indemnifies Sunfix against all third-party claims and attorney own Customer costs due to product liability as a result of a defect in a Component that has been delivered by the Customer to a third party and of which the Components supplied by Sunfix are a part.
- 13.3. Notwithstanding anything to the contrary in these Standard Terms of Trade and without limiting clause 10.1.8, Sunfix’s total liability arising out of or in connection with any transaction, supply of Components,

or breach of these Standard Terms of Trade shall not exceed the Contract Price actually paid by the Customer for the Components giving rise to the claim, whether in contract, delict, or otherwise.

- 13.4. For the avoidance of doubt, this limitation shall apply regardless of the number of claims, claims of joint or several liability, or causes of action arising from the transaction.

14. Obligation to Complain

- 14.1. Invoices not objected to in writing by the Customer within the payment term or within thirty days of the invoice date, whichever is the later shall be presumed to be correct.

15. Failure to Take Possession of the Components

- 15.1. The Customer is obliged to take actual possession of the Components from Sunfix. The Customer must cooperate fully and free of charge to enable Sunfix to Handover the Components.
- 15.2. Components not taken into possession may be stored by Sunfix, but at the Customer's expense and risk.

16. Payment

- 16.1. All payments to Sunfix must be made directly into the bank account to be designated by Sunfix in writing.
- 16.2. All payments will be due, owing and payable on presentation of invoice unless otherwise agreed in writing between the Parties.
- 16.3. All payments must be made without deduction, set-off, delay by counterclaim or demand.
- 16.4. All amounts owing by the Customer to Sunfix, regardless of whether they have been invoiced will become immediately due, owing and payable if a payment term has been exceeded, the Customer does not accept Handover of the Components, the Customer has been sequestered, provisionally or finally liquidated, placed in business rescue, deregistered, placed under administration order or debt review, placed under curatorship, died or has had a judgment or award entered against it and not paid or secured it within 30 days.
- 16.5. If payment is delayed, the Customer will owe interest on that sum to Sunfix with effect from the day following the day agreed as the final day of payment up to and including the day on which the Customer settles the amount in question. If the parties have not agreed on the final day of payment, the interest is due from 30 days after the sum has become due and payable. The interest is 12% per annum, but is equal to the statutory interest if that is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.

17. Breach

- 17.1. Should the Customer breach any of its obligations to Sunfix in terms of any Transaction, Sunfix shall be entitled, without limitation to any other remedy, to cancel or enforce the Transaction or enforce any other right on 5 days' written notice to the Customer.
- 17.2. In the event of Sunfix instructing attorneys in consequence of a breach of any Transaction by the Customer, the Customer shall be obliged to refund to Sunfix the legal costs incurred by it, on an attorney and own Customer scale, including pre-litigation costs, irrespective of whether or not legal action results. In order to give effect to the foregoing, the Parties consent to taxation of pre-litigation costs by the registrar of the KwaZulu-Natal High Court, Durban.
- 17.3. The Customer consents to the jurisdiction of the Magistrate's Court of the Republic of South Africa in respect of any legal proceedings brought against it by Sunfix, notwithstanding that the claim would otherwise be beyond the jurisdiction of the Magistrate's Court. Sunfix may, however, institute legal proceedings through any other Court of competent jurisdiction in the Republic of South Africa. If the Customer is a foreigner to South Africa, the Customer consents to the exclusive jurisdiction of the KwaZulu-Natal High Court, Durban.
- 17.4. A certificate signed by a duly authorized agent of Sunfix (whose appointment, qualification and / or authority need not be proved) as to the amount of the Customer's indebtedness to Sunfix shall in the absence of manifest typographical or arithmetical error (i) be prima facie proof of the amount of indebtedness shown in the certificate and (ii) be binding on the Customer in any proceedings instituted by Sunfix in any court for the purpose of obtaining any judgment.

- 17.5. In the event of the cancellation of a Transaction, Sunfix shall be entitled to damages in the amount of the aggregate of its actual expenditure in performance of the Transaction and Sunfix's standard labour rates.

18. National Credit Act / Consumer Protection Act

- 18.1. If any provision of these Standard Terms of Trade or a Proposal creates a Transaction which is governed by the National Credit Act 2005 or the Consumer Protection Act 2008 ("Acts"), and if Sunfix is required to have been registered as a credit provider or if the Transaction contravenes the Acts, with the result that:
- 18.1.1. the Transaction is invalid;
 - 18.1.2. any amount paid under the Transaction was unlawfully received; or
 - 18.1.3. any fine or penalty is to be paid or incurred by either or both parties;
- then only the specific portion of the Transaction which brings the Transaction under the Acts shall be deemed to have been severed from the Transaction and be deemed to be pro non scripto (as if it had not been written).
- 18.2. When giving effect to the severing provision above, the bare minimum of the Transaction shall be severed so as to preserve and give commercial effect to the Transaction as far as possible.
- 18.3. Any amount paid in respect of a severed portion of a Transaction shall be deemed to have been paid without legal cause, shall constitute an unjustified enrichment in the amount thereof, which shall be deemed to be a liquidated amount, and shall be refundable on 60 days' written notice of demand of the debtor.

19. General

- 19.1. These Standard Terms of Trade are the complete rendering of Sunfix's standard terms of trade and there are no terms or conditions to it which are not contained herein. These Standard Terms of Trade read with a Quotation is the complete rendering of the relevant Transaction and there are no terms or conditions to it which are not contained herein or in the Quotation.
- 19.2. No amendment to these Standard Terms of Trade, to any Quotation, Transaction or any other written agreement between the parties shall be binding unless recorded in writing.
- 19.3. To the extent the law permits, Sunfix shall not be bound by any representation or warranty, not recorded in these Standard Terms of Trade and / or the Warranty Document, irrespective of whether the representation or warranty induced the Customer to contract and irrespective of whether the representation or warranty was made negligently or not.
- 19.4. A Transaction shall be binding on the parties and on their estates, executors, curators, debt counsellors, administrators, liquidators, business rescue practitioners, successors-in-title or assigns, as may be applicable in the circumstances.
- 19.5. Any provision of these Standard Terms of Trade or of any other agreement between the parties which is presently or in the future becomes illegal, invalid or unenforceable shall, to the extent of such illegality, invalidity or unenforceability, be severed and treated as if it had not been drafted, without invalidating the other provisions.
- 19.6. In the event of the Consumer Protection Act, 68 of 2008, being applicable in these Standard Terms of Trade, all clauses in conflict with the Consumer Protection Act are severed and the applicable terms of the Consumer Protection Act are deemed to be incorporated into these Standard Terms of Trade.
- 19.7. The rule that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract (the Contra Proferentem Rule), shall not apply to the interpretation of these Standard Terms of Trade, any Proposal or of any other agreement between the parties.
- 19.8. Where in these Standard Terms of Trade provision is made for the giving of a notice, the notice shall be given in writing, which may include an electronic data message.
- 19.9. These Standard Terms of Trade, every Transaction and any other agreement between the parties shall be governed by the law of South Africa.
- 19.10. A Quotation is intended for and presented exclusively to the Customer identified in it. A Quotation may not be ceded or transferred to any third party without the prior written consent of Sunfix. A Transaction may not be ceded or transferred by a Customer to any third party without the prior written consent of Sunfix.