

STANDARD TERMS AND CONDITIONS

1. PARTIES AND DEFINITIONS

- 1.1 "Supplier" means Progrow Products (Pty) Ltd a Company duly registered under the laws of the Republic of South Africa;
- 1.2 "Customer" means any person, firm, company, corporation or other legal entity whose details appear on the quotation of which these Conditions form part;
- 1.3 "Goods and/or Services" means any goods provided and/or services rendered, whichever is applicable, by the Supplier to the Customer in terms of the specifications required by the Customer and as described in the quotation;
- 1.5 "Contract" means the contract for the sale and purchase of the Goods and/or Services, incorporating these Conditions.

2. CONTRACT

- 2.1 The contractual relationship between the Supplier and the Customer shall be subject to these Standard Terms and Conditions ("Conditions") and no addition or variation shall apply unless agreed to in writing.
- 2.2 The provision of the quotation for the provision of Goods and/or Services to the Customer by the Supplier shall be deemed to be an offer by the Supplier to provide the Goods and/or Services as stipulated in the quotation and which is subject to these Conditions.
- 2.3 No quotation shall be deemed to be accepted by the Customer until a written acknowledgement and acceptance thereof is issued by the Customer.
- 2.4 The Customer shall ensure that the terms of the quotation, and any applicable specifications, are complete and correct.
- 2.5 Any quotation is given on the basis that no Contract shall come into existence until the Customer dispatches an acceptance thereof to the Supplier. Unless previously withdrawn, quotations are open for acceptance within the period as stated on such. Where there is no period stated, the quotation shall be open for acceptance for 7 (seven) days from the date it is dated unless withdrawn by the Supplier during that time.
- 2.6 Prices quoted are exclusive of Value Added Tax unless otherwise specified in writing.

3. WARRANTIES AND LIMITATIONS OF LIABILITY

- 3.1 The Supplier shall be sourcing quality products from reputable suppliers which will be used by the Supplier to design and plan the Solar-Photovoltaic and battery backup Systems as required by the Customer and in terms of the Customer's needs. The Solar-Photovoltaic and battery backup Systems shall be installed by the Supplier according to the specifications designed by the Supplier and as required by the Customer. The Supplier warrants that it has the necessary expertise to install the Solar-Photovoltaic System and in this regard provides the Customer with a 1 year installation warranty on such installation of the systems.
- 3.2 The Supplier provides no warranty whatsoever in respect of the individual products sourced by the Supplier and used in the manufacture of the Solar-Photovoltaic and battery backup Systems installed by the Supplier. The Supplier has no Liability for replacement or repair thereof or other damages in connection therewith. The Supplier shall however advise the Customer with the individual warranties provided to it by the direct suppliers of the products thereof. Should the Customer experience issues with any such product not relating to the installation of the Solar-Photovoltaic and battery backup System the Supplier shall assist the Customer with contacting the direct manufacturer / distributor supplier of the product in issue.
- 3.3 The Supplier shall not be liable for any damage or loss resulting from the installation of the Solar-Photovoltaic System other than as a result of gross negligence of the Supplier or its representatives.

3.4 The Supplier does not warrant or guarantee, and is not responsible for: Defects, failures, damages or performance limitations caused in whole or in part by power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside the Supplier's control, or customers abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. The Supplier shall not be liable for any damage, loss or injury resulting from any misuse of the Solar-Photovoltaic System installed. Furthermore, the Supplier will not be liable for any use of the solar-Photovoltaic and/ or battery backup system which is not in accordance with the prescribed manner or the purpose for which the Supplier designed or intended such system to be used.

3.5 This document read with the quotation contains the entire agreement between the Supplier and Customer and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

4. RISK

Risk in the Goods shall pass to the Customer when they are received or delivered to the Customer's premises by the Supplier.

5. RESERVATION OF OWNERSHIP

Until payment has been made by the Customer in full, all legal and equitable ownership of the Solar-Photovoltaic System supplied shall remain with the Supplier.

6. PAYMENT

6.1 The customer shall be obliged to make payment to the supplier as indicated on the terms of the quotation signed by the customer and invoices issued thereafter.

6.2 In the event of the Customer failing to make payment of the various instalments as provided for herein above, the Supplier shall have the right to hold off on installation of the Solar-Photovoltaic System until such time as payment had been received. The Customer shall have no claim of whatsoever nature against the Supplier as a result of such a delay in the installation of the system due to non-payment by the Customer.

6.3 No deduction from any payment due shall be made by the Customer in respect of any alleged set-off or counterclaim howsoever arising unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Supplier to the Customer.

7. CONNECTIONS TO THE MUNICIPAL GRID

Various Municipalities are exploring the viability of allowing solar installations to feed power back onto the grid. The Municipalities are governed by legislation and by-laws over which the Supplier has no control. The Supplier shall assist the Customer with applying to and concluding such a contract with the relevant Municipality if possible, however the Supplier makes no assurances in this regard and provides no warranty that any such application will be successful. The Customer shall have no claim of whatsoever nature against the Supplier should the Customer not be able to feed power back into the grid for whatever reason. Any additional costs associated with the conclusion of a contract with the relevant municipality and which have not been included in the Supplier's quotation, shall be for the Customer's account

8. FORCE MAJEURE

The Supplier shall not be liable for any loss or damage caused by the non-performance or any delay in performance of any of its obligations hereunder arising out of any matter beyond the Supplier's control including but not limited to acts of God, war (whether declared or not) or sabotage, fire, drought, flood, excessive rainfall, riots or civil commotion, strikes, lockouts or other trade disputes (whether or not involving employees of the Supplier), breakdown of machinery, transport delays or interruptions, Government restrictions or regulations, delay in delivery by the Supplier's suppliers or delay caused by obtaining unsuitable materials which will require replacement with suitable materials.

9. BREACH

In the event that either party ("the defaulting party") to this Contract breaches any material term hereof and fails to remedy such breach within 20 (twenty) days of the date of receipt of a written notice from the other party ("the aggrieved party") requiring such breach to

be remedied, the aggrieved party will be entitled immediately to cancel this contract by written notice to the defaulting party, which cancellation will be without prejudice to any other rights which the aggrieved party may at law enjoy arising out of such breach and/or cancellation.

10. NOTICE

All notifications referred to in these Conditions must be in writing and sent by prepaid registered post, facsimile transmission or electronic mail to the addresses, facsimile numbers, or electronic mail addresses as indicated on the quotation. A notice sent by one party to another shall be deemed to be received on the fourth day after posting if sent by prepaid registered post, on the day after faxing if sent by facsimile transmission, and on the day after sending if sent by electronic mail.

11. SEVERABILITY

If any particular provision and/or term of the Contract is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of the Contract shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

12. NO WAIVER

No waiver or indulgence of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause 12, unless it is reduced to writing and signed by and on behalf of the Parties.

13. GOVERNING LAW AND JURISDICTION

In terms of Section 45 of the Magistrate's Court Act of 1944, the Customer hereby consents to the jurisdiction of the District Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Customer by the Supplier in terms of this Contract.

14. LEGAL COSTS

Should the Supplier have to take any legal action against the Customer to enforce its rights in terms of these Conditions, the Customer shall pay all legal costs, including collection commission and VAT, incurred by the Supplier on an attorney and own client scale.

15. GENERAL

15.1 No person, other than the directors of the Supplier, has any authority to contract on the Supplier's behalf on any terms or conditions other than those contained herein. No terms or conditions contained in any quotation, proposal or other document issued by the Supplier that are at variance with the conditions contained herein shall be valid and these conditions shall not be capable of variation except by express written agreement signed by or on behalf of the Customer and on behalf of the Supplier.

15.2 The Customer chooses the Customer's address at which the Solar-Photovoltaic System is to be installed by the Supplier as its domicilium citandi et executandi and the address to which or at which all correspondence, notices and legal process may be sent or delivered to the Customer. The Supplier chooses as its domicilium citandi et executandi Unit 3, Plankenpark 2, 7 Linton Street, Stellenbosch and the address to which or at which all correspondence, notices and legal process may be sent or delivered to the Supplier.