

## **AGREEMENT OF SALE**

Entered into between:

**OLIVIA ENERGY SOLUTIONS (PTY) LTD**

**REG NO: 2012/052703/07**

**(Hereinafter referred to as the “Company”)**

**Domicilium citandi et executandi:**

19 Dan Pienaar Street, Ladybrand, Free State Province.

-and-

**The “Client” to whom an Invoice/Quotation was issued by the Company**

**Domicilium citandi et executandi:**

At the address as indicated on the Invoice/Quotation.

WHEREAS the Company is willing and able to design, supply and maintain a solar PV system, inverter, battery, together with additions, expansions and/or enlargements thereto in accordance with the Client’s measured electricity requirements (hereinafter the “Custom Designed System”).

OR WHERE the Company offers an “off the shelf” solar solution not designed taking into consideration the specific requirements of the Client and where the Client provides the specifications of the solar solution (hereinafter the “Standard System”).

AND WHEREAS the Client agrees that he has read and understood the full terms and conditions of this Agreement of Sale as available on the website of the Company and agrees to be bound by such terms and conditions.

NOW THEREFORE the Parties agree as follows:

1. The Company is a distributor of a variety of products, all of which products will be subject to the warranties provided by the manufacturers of such products.
2. Where the Company provides a Standard System i.e., where the Company has not done the design of the System, to the Client, the Company shall not be held responsible and/or liable for the System not meeting the specific electricity requirements of the Client.
3. Where the Company provides a Custom Designed System i.e., a system designed according to the known requirements of the Client, to the Client, and where the electricity consumption of the Client differs from the electricity consumption which was known to Company at the time of the design of the System; the Company shall not be held responsible and/or liable for the System not meeting the specific electricity requirements of the Client.
4. The Company shall not be held responsible and/or liable for circumstance beyond its control, having an effect on the amount of electricity generated by the System. These circumstances include, but are in no way limited to, weather circumstances.
5. It will at all times remain the responsibility of the Client to acquaint himself with the capabilities and limitations of the System and ensure that he is not the cause of the System operating outside of such capabilities and/or limitations. Any questions in this regard shall be directed by the Client to the technical department of the Company before purchase of the System.
  - 5.1 It will at all times remain the responsibility of the Client to ensure that the System is connected to the internet, in order for the Company to do effective after sales support.
6. Where the Company provides an invoice which includes the installation of the System, such installation may in the discretion of the Company be sub-contracted to the Company's designated service providers. Such service provider shall also provide the Client with an electrical compliance certificate.

7. The installation will be deemed to be completed when the System becomes operational, with all components working in accordance with the manufacturer's specifications, and a compliance certificate having been issued for such system.
8. It is the sole responsibility of the Client to obtain all necessary permissions from the relevant authority in whose jurisdiction the System is to be installed. The Company will provide all such reasonable technical assistance to the Client as may be needed by the Client in the exercise of this responsibility.
9. The electrical contractor who is responsible for installation of the System is responsible to provide a Certificate of Compliance in accordance with SANS 10142 specifications. The Client is responsible for the following:
  - 9.1 To ensure that the structure on which the System is to be installed is fit for that purpose. Furthermore, it will be the responsibility of the Client to engage the services of a structural engineer to confirm, in writing, that the structure is fit for the purpose of installing the System.
  - 9.2 To provide for the health and safety of all persons on the premises where the System is installed during and after installation.
  - 9.3 To provide for the necessary lightning protection and fire protection equipment for the System.
10. Payment shall be made by the Client to the Company within 30 (thirty) days from date of delivery of an invoice to the Client. Not the System, nor any component forming part of the System, will be released to the Client before full payment or confirmation of financing by a reputable registered financial service provider has been received by the Company. Payment shall be made by the Client to the Company within 30 (thirty) days from date of delivery of an invoice to the Client and will not be subject to Municipal or Eskom approval of the System.
  - 10.1 Should the Client default in making the payment as detailed in clause 10 within the prescribed time period as envisaged in that clause, storage costs at a rate of 1% (one per centum) of the invoiced amount shall be charged by the Company per month.

- 10.1.1 Not the System, nor any component forming part of the System, will be released to the Client before full payment of both the invoiced amount and the relevant storage costs, as communicated by the Company to the Client, has been paid in full.
- 10.2 Should the payment as detailed in clause 10 not be made within a period of 5 (five) months from the date on which a tax invoice is supplied to the Client by the Company, the Company may in its sole discretion cancel the transaction which forms the subject of the relevant tax invoice and any deposit paid by the client shall be forfeited to the Company.
- 10.3 If the system is delivered to the client before full payment was made, and installation of the system is delayed for reasons outside the control of the Company, interest will be charged monthly by the Company and payable by the Client, on the outstanding amount, at the prime lending rate plus 2%.
11. Ownership of and risk to the System will pass from the Company to the Client upon final payment, as stipulated in clause 10 above. In the event where the Client purchases a System which will not be installed by the Company, it will be the responsibility of the Client to obtain the necessary insurance to cover the transport and installation of the system from the Company's premises.
12. Where repairs/replacement need to be affected to a component forming part of the System, it will be the responsibility of the Client to deliver such component(s) to the business address of the Company. It will be the responsibility of the Company to act in accordance with the manufacturer's terms and conditions regarding repair/replacement of the component(s).
- 12.1 Where it is determined by the Company, in its sole discretion, that testing and repair of affected components shall for practical reasons take place on the premises where the system (and therefore component) are installed, the Company shall provide the Client with a quotation for the aforementioned testing and repair, which quotation shall include charges for transport, replacement components and time actually spent on the premises (reasons for the Company's decision in this regard may be requested by the Client in writing). Repair work shall only commence once the full amount, as indicated in the forementioned quotation, is paid in full.

13. The Company shall not be liable for any damage and/or inconvenience caused as a result of the circumstance detailed in clause 12 above.
14. Where the Client elects to make use of his own contractor for installation of the System, it will be the responsibility of the Client to ensure that the contractor which he elects is a properly qualified electrician and that such installer provides the Client with an electrical compliance certificate upon completion of the installation. In the aforementioned circumstances, it will be the responsibility of the Client to ensure, before taking possession of the System, that the System is complete and in good condition.
15. In the event where the Client makes use of financing to procure the system, the Client will be liable for a 10% (Ten Per centum) handling fee in the event of any cancellation of the order.
16. In the event where a financier refuses to provide the Client with financing once an order has been placed with the Company, thereby resulting in cancellation of the order, the Client shall be liable for a cancellation fee of 10% (Ten Per centum).
17. The Client confirms that he has read, understood and agrees to be bound by these terms and conditions as contained on the website of Olivia Energy ([www.oliviaenergy.co.za](http://www.oliviaenergy.co.za)).