

STANDARD TERMS AND CONDITIONS

Elevation REH Africa (PTY) Ltd (Registration Number 2016/495359/07) ("**Elevation REH**") and **the Client** (whose details appear on the attached quote/proposal) (hereinafter referred to as "Buyer" and collectively as the "Parties")

1. SALES/PRODUCTS

Elevation REH shall render the services and/or sell and/or distribute the products appearing on the attached quote/proposal to the Buyer on the terms and conditions. The attached quote/proposal, read together with these terms and conditions constitute "the Agreement". By accepting the quote, the Buyer agrees to be bound by the terms and conditions in this agreement.

2. ACCEPTANCE OF ORDERS

All orders are subject to stock availability or prior sale of any goods/stock.

3. QUOTATIONS

3.1. All prices quoted are subject to variation depending on unforeseen circumstances which may arise after the date of quotation and prior to despatch, namely:-

- Elevation REH's standard prices increase in terms of its price list.
- Changes in the cost of freight, insurance or customs duties resulting in cost increases.
- The rates of sub-contractors and/or suppliers increase.
- Installation costs subject to final site assessment for electrical works.
- For any additional work not quoted, a new quotation will be issued.
- The quotation must be signed by the Buyer, a PO must be issued, and a deposit invoice will be sent for payment to the Buyer.
- An agreed timeframe on the project will be negotiated.
- Quotations shall remain valid for 14 (Fourteen) days from the date on the quotation.
- PV designs must be signed off by the Buyer.
- Any variations to design must requested in writing. All variations shall be for the account of the Buyer, subject to approval by Elevation REH.
- No verbal variations will be accepted.

4. PAYMENT

4.1. All payments shall be paid as follows:

- 10% deposit of the invoice amount will be required upon acceptance of quote by the Buyer to secure the order.
- 70% of the balance outstanding to be paid prior to shipment of materials.
- The 20% balance of the invoiced amount to be paid immediately after Installation.
- The currency for payment will be made in ZAR.

4.2. Late payments shall attract interest at the legal rate applicable from time to time and shall accrue as and from the date when payment is due.

4.3. Payments shall be made free of deductions and set-off.

- 4.4. Elevation REH shall have the right to withhold the supply of goods and/or services and to exercise its rights in terms of clause 4 if any amount due by The Buyer is unpaid for whatever reason.
- 4.5. Should any amount not be paid by The Buyer on due date, then the full outstanding amount which The Buyer may owe Elevation REH shall become due and payable immediately, whether in respect of the goods in question or for any other reason, including amounts which are payable in the future.
- 4.6. Any payment arrangement which may be entered into between Elevation REH and The Buyer shall not constitute a novation of the debt or these terms and conditions. Consequently, should The Buyer fail to pay in terms of such arrangement, or should such arrangement prejudice Elevation REH's rights in any way, Elevation REH's rights are reserved to proceed at any time, without notice, for the payment of the full debt.
- 4.7. Should Elevation REH resort to litigation to recover any outstanding payment from the Buyer, the Buyer consents to pay attorney fees on an attorney/own client scale.

5. DELIVERY

- 5.1. Elevation REH does not perform deliveries however deliveries may be sub-contracted and are quoted upon request.

6. OWNERSHIP AND RISK

- 6.1. Risk in the goods shall pass to The Buyer immediately upon signature of any document acknowledging receipt thereof by The Buyer, its representative or its agent. Notwithstanding the passing of risk, ownership in all goods shall remain vested in Elevation REH until the full purchase price has been paid.
- 6.2. In the event of a breach of any of these terms and conditions by The Buyer, or if The Buyer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 (seven) days of the date of judgment, or changes the structure of its ownership, Elevation REH shall be entitled to take possession of the goods without prejudice to any further rights vested in Elevation REH, and is hereby irrevocably authorised to enter upon The Buyer's premises to take possession of such goods.

7. SPECIFICATIONS

- 7.1. Descriptive matter, weights, dimensions and specifications appearing in any quotation or document provided by Elevation REH are approximate only and are subject to modifications without notice.
- 7.2. Where goods are supplied according to the specifications supplied by The Buyer, Elevation REH or its suppliers will not be responsible for the efficient working of those goods nor the fitness of those goods for the purpose for which they are supplied whether said purpose is known to Elevation REH or not.
- 7.3. In instances where the equipment supplied requires installation by an electrician, the electrician contracted by The Buyer to attend thereto shall be a qualified and registered electrician, and an appropriate certificate or document evidencing such proper and supervised installation shall be provided to Elevation REH in the event of any claim under these terms and conditions.

8. EXCLUSIONS OF WARRANTY

- 8.1. Save to the extent provided in these conditions, Elevation REH gives no guarantees nor warranties, express or implied, nor makes any representations of any nature whatsoever in respect of the materials utilized in any goods supplied or installed or repairs effected by it, nor as to the fitness of any such goods, installations or repairs for any purpose for which they are required whether such purpose be communicated to Elevation REH or not. The sole liability of Elevation REH shall be as provided for by their terms of the guarantee/warranty hereinafter set out.

9. PERFORMANCE

- 9.1. All performance figures are approximate only and Elevation REH shall be under no liability whatsoever in respect of any failure to achieve provide or obtain such requirements.

10. LIMITATIONS OF LIABILITY

- 10.1. Elevation REH shall not be liable for any damage or losses of whatsoever nature, whether direct, indirect or consequential, howsoever caused. The Buyer's sole relief shall be in terms of clause 11 below.
- 10.2. Should Elevation REH supply goods or parts or do work free of charge in excess of its obligations under these terms and conditions, Elevation REH shall be under no liability whatsoever irrespective of what is set out elsewhere herein, if such goods or parts prove in any way to be defective.

11. GUARANTEE / WARRANTY

- 11.1. A period of 18 (eighteen) months guarantee, covering defective workmanship and/or defective materials, on condition that any of the said goods are returned to Elevation REH's premises as may be stipulated by Elevation REH. Any expenses (including costs of insurance) involved in the removal or replacement or carriage from and to The Buyer of such goods or any part thereof will be for The Buyer's account
- 11.2. PV System is to be insured by the buyer.

12. BREACH

If either Party:

- 12.1. commits any breach of this Agreement other than a breach of a payment obligation and fails to remedy the breach within 14 (fourteen) calendar days after receipt from the other Party of written notice calling upon it to do so.
- 12.2. commits a breach of any payment obligation in terms of this Agreement and fails to make payment within 7 (seven) calendar days after receipt from the other Party of written notice calling upon it to do so.
- 12.3. commits an act of insolvency within the ambit of Section 8 of the Insolvency Act, No 24 of 1936, is deemed unable to pay its debts within the ambit of Section 345 of the Companies Act, as the case may be, finds itself in circumstances capable of being wound up in terms of Section 344 of the Companies Act, as the case may be, is deregistered or applies for deregistration in terms of Section 82 of the Companies Act, as the case may be, or is subject to application by a person other than a Party for the provisional winding up or judicial management of such Party, or a special resolution is passed for the winding up of such Party;
- 12.4. has judgment taken against it and fails to satisfy or apply to have same set aside within 7 (seven) calendar days of becoming aware thereof; or

then the other Party shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to:

- (a) enforce specific performance of the terms of this Agreement; or
- (b) subject to clause 12.2 cancel this Agreement; and
- (c) in either event, recover such damages as it may have sustained.

- 12.5. An aggrieved Party may only cancel this Agreement in terms of clause 12 if the breach is material and is not capable of being remedied by payment of money or, if it is capable of remedy by payment of money, if the other Party fails to make payment within 14 (fourteen) calendar days after final determination of the amount.
- 12.6. No claim may be instituted against Elevation REH arising from the terms of this Agreement or performance by the Parties in terms thereof unless dispute resolution proceedings are instituted in terms of this Agreement by the Buyer within 1 (one) year of such purported cause of action arising.
- 12.7. Any amount due by any Party, which is not paid on its due date, shall attract interest at Prime Rate, plus 2 (two) percentage points. For the purposes of this clause, "Prime Rate" means the interest rate (expressed as a % per annum, compounded monthly) from time to time published by Standard Bank Limited as being its minimum overdraft rate at which it lends to its most valued customers in the corporate sector, as certified by any manager of such bank, whose appointment or authority it shall not be necessary to prove, and which certificate shall, save manifest error of calculation, be *prima facie* proof of the contents thereof.

13. FORCE MAJEURE AND LIMITATION

- 13.1. Neither Party shall have any claim against the other Party ("the Affected Party") for any delay or failure of the Affected Party to carry out any of its obligations under this Agreement arising from or attributable to acts of God, war, terrorism, government, labour action or unrest, failure of suppliers or contractors or any other cause whatsoever beyond the control of the Affected Party ("*force majeure*").
- 13.2. The performance of the obligations of the Affected Party shall, be suspended for the duration of the *force majeure*, which shall be deemed to commence only upon the date of written notice by the Affected Party to the other Party. Upon cessation of the *force majeure*, this Agreement shall again become fully operative, and the Affected Party shall immediately resume its performance.
- 13.3. If the suspension of performance continues for more than 60 (sixty) consecutive calendar days, then either Party may summarily terminate this Agreement by written notice to the other Party, prior to the cessation of the *force majeure*.
- 13.4. Elevation REH will not be liable to the Buyer for:
- 13.5. (a) indirect or special damages and/or
- 13.6. (b) loss of income or profit, howsoever arising, whether or not caused by its employees, agents and/or contractors, and regardless of form or cause of action. The provisions of this clause are also stipulated for the benefit of the employees, agents and/or contractors of Elevation REH.

14. DOMICILIUM AND NOTICES

- 14.1. The Parties choose their respective domicilium addresses for all purposes hereunder at the addresses set out in the attached quote/proposal provided that the domicilium address for Elevation REH in respect of all legal documents shall be:
- 14.2. Any Party shall be entitled from time to time, by written notice to the other(s), to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or poste restante.

- 14.3. All notices given in terms of this Agreement shall be in writing and any notice given by any Party to another ("the addressee") which –
- 14.3.1. is delivered by hand or transmitted by telefacsimile, shall be deemed to have been received by the addressee on the first working day after the date of delivery or transmission, as the case may be.
 - 14.3.2. is posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at its domicilium address for the time being shall be deemed to have been received by the addressee on the 10th (tenth) working day after the date of such posting.
 - 14.3.3. Is delivered by e-mail shall be deemed to have been received by the addressee only once the addressee has acknowledged receipt thereof in writing, provided that it shall not be permissible to give any notice relating to a dispute, demand, breach, legal proceedings, renewal, cancellation or termination by e-mail.

15. GENERAL

- 15.1. This contract represents the entire agreement between Elevation REH and The Buyer and shall govern all future contractual relationships between Elevation REH and The Buyer.
- 15.2. No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of Elevation REH. No agreement, whether consensual or unilateral or bilateral, purporting or obligate Elevation REH to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of Elevation REH.
- 15.3. No relaxation or indulgence with Elevation REH may grant The Buyer shall prejudice or be deemed to be a waiver of any Elevation REH rights in terms of these terms and conditions.
- 15.4. The Buyer shall not cede its rights nor assign its obligations under these terms and conditions. A change in the control of the management, whether through a change of the majority shareholding/membership or otherwise, shall be deemed to be a cession.
- 15.5. Elevation REH shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this terms and conditions to any third party without prior notice to The Buyer.
- 15.6. The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this contract.
- 15.7. No variation of any term set out below, and no indulgence afforded by a party shall be construed as a waiver of Elevation REH's rights, unless the same is reduced to writing and signed by the parties.
- 15.8. Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.
- 15.9. Goods are manufactured for standard commercial use and are not intended for use in critical safety systems or nuclear facilities.

16. CONSUMER PROTECTION ACT 68 OF 2008

- 16.1. The Buyer specifically acknowledges, confirms and warrants that, due to the nature of the goods sold, The Buyer has made itself acquainted with all aspects of the goods, not restricted to but including the dimensions, weight, nature, capacity, output, specifications, operation, installation requirements, servicing requirements, noise emissions, electrical capacity, connection

requirements and operational requirements. By its signature hereto, The Buyer warrants that the goods purchased are specifically suitable for the purposes they are purchased.

- 16.2. All costs of transport or removal from Elevation REH's premises shall be at The Buyer's cost.
- 16.3. The Buyer warrants that all specifications, requirements and information provided to Elevation REH in respect of any request to supply the goods was true, accurate, complete and provided all material facts, and acknowledges that Elevation REH shall not accept the return of the goods in the event of any breach of this warranty.
- 16.4. The Buyer acknowledges that, prior to delivery of the goods sold, it shall be afforded an opportunity to properly examine and evaluate the goods; and hereby waives all rights in the event that proper examination and evaluation of the goods has not been made, has been declined, or has been waived or ignored by The Buyer, its representative or its agent, who accepts delivery of the goods by or on behalf of The Buyer.
- 16.5. Subject to clause 16, any goods sought to be returned in respect of any alleged defect or fault relating thereto, shall be delivered to Elevation REH's premises at the risk of The Buyer. Goods shall be deemed to have been received by Elevation REH by the signature of a Company representative of a document evidencing the receipt of such.
- 16.6. Elevation REH reserves the right as per section 20 of the Consumer Protection Act to charge a handling fee on returned goods not greater than 20% of the value of the goods. Due to the nature of the goods, this handling fee is used to offset the wear and tear and degradation of the goods whilst in The Buyer's possession. This handling fee will be at the discretion of Elevation REH.