

## THE TERMS AND CONDITIONS OF SALE

### INTERPRETATIONS

- 1.1 In this Terms and Conditions of Sale, unless the context otherwise requires, the following terms shall have the meanings ascribed to them:
- 1.1.1. **"Agreement"** refers to this Terms and Conditions of Sale as concluded between the Seller and Buyer.
  - 1.1.2. **"Buyer"** refers to the individual or entity that purchases the Products from the Seller.
  - 1.1.3. **"Parties"** refers to the Seller and the Buyer collectively.
  - 1.1.4. **"Products"** refers to the renewable energy products sold by the Seller to the Buyer, including but not limited to solar panels, inverters, batteries, and related equipment.
  - 1.1.5. **"Seller"** refers to ABC Solar (Pty) Ltd, a company duly incorporated and registered in accordance with the laws of South Africa, with its registered office at, Infinity Business Park, Ground Floor, 4 Pieter Wenning Rd, Witkoppen, Sandton.
  - 1.1.6. **"Services"** refers to the commissioning assistance as provided for in the Agreement.
  - 1.1.7. **"Website"** refers to the Seller's official website, [www.abcsolar.co.za](http://www.abcsolar.co.za), which contains further product details, warranty information, and other important documents.
- 1.2. Any reference to a clause number shall refer to the corresponding clause of this Agreement, unless otherwise specified.

### PRODUCT ORDERS

- 2.1 The Buyer may place an order for Products by way of telephone or email addressed to the Seller. The Buyer acknowledges that placing an order constitutes a request to purchase the Products.
- 2.2 The Seller reserves the right to accept or decline any order at its discretion. The order is considered accepted by the Seller when the Buyer receives a purchase order confirmation from the Seller. At this point, the Buyer and Seller will have entered into a binding agreement for the sale of the Products.
- 2.3 The Buyer agrees to provide accurate and complete information regarding the order, including the type, quantity, and delivery details of the Products.



- 2.4 In the event that the Products are unavailable after the order has been accepted, the Seller will promptly notify the Buyer. If no stock is available, the Seller reserves the right to cancel the order at its discretion. The Seller may also provide alternative options, if applicable, but this will be at the discretion of the Seller.

## PRICING AND PAYMENT

- 3.1 **Pricing:** The prices for the Products and services provided by the Seller are specified in the currency indicated during the order process. All prices are subject to change without prior notice, except for orders that have already been confirmed by the Seller. Confirmed orders are those where a quotation has been accepted by the Buyer and a purchase order has been issued.
- 3.2 **Taxes and Duties:** The Buyer is responsible for any applicable taxes, duties, or customs fees associated with the purchase of the Products. These charges, if applicable, will be added to the total order value and will be paid by the Buyer in addition to the agreed-upon price.
- 3.3 **Payment Terms:** Payment for the Products must be made in full prior to shipment or the provision of Services, unless the Parties have mutually agreed to alternative payment terms in writing. If the Buyer fails to make payment as required, the Seller reserves the right to delay or withhold shipment of the Products or Services.

## SHIPPING AND DELIVERY

- 4.1 The Seller will make reasonable efforts to deliver the Products within the agreed timeframe. Delivery will be made through the Seller's preferred shipping providers or by other suitable means. While the Seller will strive to meet delivery estimates, delivery dates are not guaranteed, and the Seller shall not be liable for any delays.
- 4.2 The Products will be delivered to the address provided by the Buyer unless otherwise specified in the order.
- 4.3 If the Buyer is not available to accept delivery at the agreed time, or if the Buyer fails to provide accurate delivery information, the Seller may charge additional fees for re-delivery or storage costs, where applicable.
- 4.4 The Buyer shall be responsible for any customs, import duties, taxes, or other fees that may be incurred in connection with the delivery of the Products.
- 4.5 Shipping costs will be calculated based on the destination, size, and weight of the Products being shipped. The total shipping costs will be added to the total order value, and the Buyer will be informed of these charges before finalizing the purchase.

## **OWNERSHIP AND RISK**

- 5.1 Ownership of the Products shall remain with the Seller until full payment for the Products has been received and cleared by the Seller.
- 5.2 Upon delivery or collection of the Products (as evidenced by the signed proof of delivery by both Parties) all risk in the Products, including but not limited to any loss, theft, damage, or deterioration, shall transfer to the Buyer, even if ownership has not yet passed to the Buyer.
- 5.3 The Buyer is required to inspect the Products upon delivery and notify the Seller of any discrepancies or damages within 48 hours of receipt. Failure to notify the Seller within this timeframe will be deemed as acceptance of the Products in good condition and as conforming to the order, and the Products will be considered accepted in the condition in which they were delivered.

## **WARRANTY AND SUPPORT**

- 6.1 The Products are covered by manufacturer warranties as detailed on the Seller's website, [www.abcsolar.co.za](http://www.abcsolar.co.za). The Buyer is encouraged to review the warranty information specific to the Products purchased.
- 6.2 The Seller shall provide reasonable technical support and assistance for the proper use and installation of the products, subject to the Commissioning Assistance clause below.

## **COMMISSIONING ASSISTANCE**

- 7.1 If elected by the Buyer, the Seller may provide on-site commissioning assistance for the Products. Commissioning assistance includes the support required to ensure the proper functioning of the Products but does not extend to the physical installation of the Products.
- 7.2 The Buyer acknowledges that commissioning assistance is an additional service and that the costs associated with such assistance will be specified in the Seller's quotation. These costs will be added to the total order value and are subject to the Buyer's acceptance before proceeding with the service.
- 7.3 The Seller does not provide physical installation services for the Products, and such services are not included in the price of the Products or in the commissioning assistance.
- 7.4 The Buyer is solely responsible for ensuring the proper installation of the Products, either by hiring a third-party installer or using their own resources.
- 7.5 The Seller shall not be liable for any issues, damages, or performance failures arising from the installation or improper installation of the Products. The Seller's liability is limited solely to the

commissioning assistance provided, as outlined in this clause, and does not extend to the installation process.

- 7.6 The Buyer is responsible for ensuring that the installation site is prepared and suitable for the installation of the Products, and that the Products are installed in compliance with applicable regulations and standards. The Seller's commissioning assistance does not include any responsibility for installation or any issues arising from the installation process.

#### LIMITATION OF LIABILITY

- 8.1 The Seller shall not be liable for any direct, indirect, consequential, incidental, or special damages, including but not limited to loss of profits, loss of use, business interruption, or any other financial or economic loss arising out of or in connection with the use, performance, or failure of the Products, even if the Seller has been advised of the possibility of such damages. This includes, without limitation, any damage resulting from delays, defective products, or the installation process, as well as any claims related to the Buyer's inability to use the Products for their intended purposes.
- 8.2 The Seller's liability for any claims arising under or in connection with this Agreement shall be limited to the price paid by the Buyer for the specific Products giving rise to the claim.

#### RETURNS

- 9.1 **Damaged Products:** If the Products received are damaged, the Buyer shall refer to and follow the Seller's *Damaged Products Policy*, which is available on the Seller's website at [www.abcsolar.co.za](http://www.abcsolar.co.za). The Buyer must notify the Seller of any damaged Products within 48 hours of delivery or collection, and any returns will be processed in accordance with the terms set out in the *Damaged Products Policy*.
- 9.2 **Defective Products:** Any returns of defective Products will be handled in accordance with the Seller's *Warranty and Returns Policy*, which is available on the Seller's website at [www.abcsolar.co.za](http://www.abcsolar.co.za). The Buyer must review and adhere to the terms of the *Warranty and Returns Policy* to ensure the proper handling of defective Products.
- 9.3 **Return Procedure:** The Buyer must obtain prior written authorization from the Seller before returning any Products, whether damaged or defective. The Buyer will be responsible for any shipping or handling fees unless otherwise specified in the Seller's *Damaged Products Policy* or *Warranty and Returns Policy*.
- 9.4 **Exclusions:** The Seller will not accept returns for Products that have been installed or modified, or if the Products are not returned in accordance with the procedures outlined in the Seller's policies.



9.5 **Replacements:** Replacements for returned Products will be processed according to the Seller's policies, and any approved returns will be subject to the Seller's discretion.

#### **GOVERNING LAW AND JURISDICTION**

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10.2 Any disputes or claims arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of South Africa, unless otherwise agreed in writing by the Parties.

#### **ENTIRE AGREEMENT**

11.1 This Agreement, together with any quotation provided by the Seller, constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements, representations, and understandings. In the event of any conflict between the terms of this Agreement and the terms set out in the quotation, the terms of the Agreement shall prevail, unless expressly stated otherwise in writing.

11.2 No amendments or variations to this Agreement shall be binding unless made in writing and signed by both Parties. Any amendments or variations to the terms of the quotation must also be agreed upon in writing by both Parties.