



**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND PROVISION OF SERVICES  
BY TURNKEY SOLAR POWER SOLUTIONS (PTY) LTD**

**1. Definitions and Interpretation:**

- 1.1 "Client" – shall mean the entity or person as set out on the Proposal or invoice(s) to which this document applies;
- 1.2 "Commissioning" – shall mean the exact time when, in its sole discretion, TurnKey Solar has completed its testing and the Energy System is capable of producing and/or storing power. Commissioning may not coincide with the time upon which the client starts using the Energy System.
- 1.3 "Confidential Information" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), irrespective of whether such information is designated as "Confidential," "Proprietary" or some similar designation. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party.
- 1.4 "Goods" shall mean the items which the Client agrees to purchase from TurnKey Solar, as set out in the invoice(s) to which this document applies;
- 1.5 "Proposal" shall mean the technical proposal prepared, created and presented to the Client, by TurnKey Solar;
- 1.6 "Services" shall mean the services supplied by TurnKey Solar to the Client;
- 1.7 "Energy system" shall mean a system, designed by TurnKey Solar, which may include but is not limited to Photovoltaic modules, inverters, generator, ancillary items and/or batteries; and
- 1.8 "TurnKey Solar" shall mean TurnKey Solar Power Solutions (Pty) Ltd, a company with limited liability incorporated in terms of the Companies Act, No. 71 of 2008, as amended, with registration number 2018/499811/07 and shall include any of its affiliated companies.
- 1.9 Headings and sub-headings are inserted for information purposes only and shall not be used in the interpretation of these terms and conditions.
- 1.10 If any provision in a definition is a substantive provision conferring any rights or imposing any obligations on a party, then notwithstanding that, it is only in the interpretation clause; effect shall be given to it as if it were a substantive provision in the terms and conditions contained herein.

**2. Payment Terms**

- 2.1 The Client shall pay TurnKey Solar for Goods and Services in accordance with the terms as set out on the invoice(s) to which this document applies, inclusive of VAT.
- 2.2 Any payment to TurnKey Solar shall be made by electronic transfer to TurnKey Solar's nominated bank account.

**3. Risk and Ownership**

- 3.1 Risk in the Goods shall pass to the Client when they are delivered to the Client's premises.
- 3.2 Until payment has been made by the Client to TurnKey Solar in full, all legal and equitable ownership of the Goods shall remain with TurnKey Solar.
- 3.3 Any and all Goods delivered to the Client must be covered by the Client's insurance from the date and time on which it is delivered.

**4. Confidential Information**

- 4.1 Each party shall retain all Confidential Information of the other party in strict confidence and undertakes not to disclose such information to any third party or person without the prior written consent of the disclosing party, which consent shall not be unreasonably withheld.
- 4.2 The above provision shall remain in effect after the expiration of the agreement.

**5 Liability**

- 5.1 TurnKey Solar shall exercise due care and diligence in the provision of services.
- 5.2 The Client indemnifies and holds harmless TurnKey Solar, its employees, officers, representatives and/or agents against all losses, costs and/or liability arising out of the behavior of the Client's employees, representatives or sub-contractors.
- 5.3 The Client shall indemnify and hold TurnKey Solar, its employees, officers, representatives and/or agents harmless against any actions, claims, damages whether direct or indirect, liabilities, losses, expenses or costs arising from the Client's negligence or any other act or omission, breach or violation of any applicable laws or regulations.
- 5.4 TurnKey Solar does not warrant or guarantee and is not responsible for any 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 TurnKey Solar's control, or abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment and/or Energy System in any way.
- 5.5 The Client's recourse would be limited to claim specific performance from TurnKey Solar for the supply of the Goods purchased.

## **6. Term**

- 6.1 These terms and conditions shall be applicable for the duration of the period of supply of the Goods and Services.
- 6.2 Either Party may terminate this agreement in the event of a material breach by the other Party, subject to providing written notice of the breach and a reasonable opportunity to remedy the breach within a specified timeframe.
- 6.3 In the event of termination, the Client shall pay TurnKey Solar for all services rendered, Goods supplied and costs incurred up to the termination date.

## **7. General**

- 7.1 These general terms apply to all transactions between the Client, the Client's group of companies and/or affiliated companies and TurnKey Solar.
- 7.2 Save for the option of the parties to enter into a Service Level Agreement these terms and conditions read together with the content of the invoice(s) and proposal to which this is attached, constitute the whole agreement between the parties and any variation thereof would only be valid in the event that same is duly executed in writing and signed by duly authorised representatives of both TurnKey Solar and the Client;
- 7.3 The parties choose as their respective domicilia citandi et executandi the addresses contained on the Proposal or invoice(s) to which this document is appended;
- 7.4 No waiver or indulgence by any party would account for a prejudice of such party's rights to rely on the strict terms of these terms and conditions;
- 7.5 All calculations, estimations, amortizations, savings projections, and other numerical or financial information provided by TurnKey Solar on its website, marketing materials, Proposals or in any other form are intended for informational and illustrative purposes only. TurnKey Solar makes reasonable efforts to ensure that the calculations and estimations are accurate and based on current data and industry standards. However, these figures should be considered as general estimates and not as guarantees or promises of specific outcomes. The Client expressly acknowledges and agrees that the actual results may vary, and TurnKey Solar shall not be held responsible or liable for any discrepancies between the provided estimations and the actual results achieved by the Client.
- 7.6 TurnKey Solar does not provide financial, investment, or legal advice, and users are encouraged to seek independent professional advice when making financial decisions or relying on estimations and calculations provided by the TurnKey Solar. The Client agrees not to hold TurnKey Solar liable for any loss, damages, or consequences resulting from their reliance on the estimations and calculations provided by TurnKey Solar. By using TurnKey Solar's Goods and/or Services, the Client accepts that any financial decisions made based on the information provided are done at their own risk, and they release TurnKey Solar from any and all liability in this regard.
- 7.7 The law of the Republic of South Africa will apply to these terms and conditions.
- 7.8 Upon formal acceptance of a Proposal in writing or payment of a deposit these terms and conditions automatically come into operation.
- 7.9 The parties consent to the jurisdiction of the High Court of South Africa Gauteng Local Division, Pretoria in respect of any disputes arising in respect of transactions in terms hereof.
- 7.10 Following installation of the Energy System TurnKey Solar shall provide the Client with a Certificate of Compliance for the Energy System's installation.

## **8. Warranty**

- 8.1 TurnKey Solar has been appointed as the executor of all guarantee and warranty claims arising from the Client. In the event that any guarantee or warranty claim is necessary, TurnKey Solar shall provide the service to arrange replacement or corrections of any performance errors, subject to the manufacturer's warranty terms and conditions. The aforementioned does not in any manner limit the Client's right to claim in terms of the applicable warranty directly from the applicable manufacturer.
- 8.2 The warranty period and terms of the manufacturer shall be applicable to the Goods.
- 8.3 The Client shall promptly notify TurnKey Solar of any defects within the warranty period.
- 8.4 The warranty does not cover damages caused by negligence, misuse, or force majeure events beyond the control of TurnKey Solar and/or the manufacturer.
- 8.5 The provisions of this clause 8 shall remain in effect after the expiration of the agreement.
- 8.6 The warranty in relation to the Services and Energy System shall be governed by the Terms and Conditions for the Provision of Operation and Maintenance Services Agreement concluded between the Parties.

## **9. Client's Responsibilities**

- 9.1 The Client shall provide accurate and necessary information about the property, including the rooftop specifications, electrical connections, and any other relevant details required for the installation process.
- 9.2 The Client shall obtain any necessary permits, approvals, or permissions required for the installation and/or operation and/or use of the solar system on their property.

## **10. Acceptance**

- 10.1 By placing an order and/or making a payment towards TurnKey Solar for Goods and/or Services, the Client irrevocably accepts and agrees to these Terms and Conditions, in its entirety.
- 10.2 These Terms and Conditions replaces all negotiations, arrangements whether oral or in writing, as well as any other communication between the parties, which preceded the conclusion of these Terms and Conditions.