

Infini Solar (Pty) Ltd

Standard Terms and Conditions

Infini Solar (Pty) Ltd

Registration Number: 2023/840366/07

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Updated: 1 February 2024

Revision 1.1



[infinisolar.co.za](https://www.infinisolar.co.za)

Standard Terms and Conditions

Notwithstanding any contrary conditions made between the PURCHASER and the SELLER, these TERMS AND CONDITIONS shall apply to all sales of GOODS made by the SELLER to the PURCHASER.

These TERMS AND CONDITIONS shall also be binding between the SELLER (the Company) and the prospective Customer (referred to by definition as the PURCHASER herein), to protect all Intellectual Property provided by the SELLER to the PURCHASER to assist with the possible sale of GOODS.

1. DEFINITIONS

- a) GOODS shall mean the products, materials, and/or services, as specified on the QUOTATION.
- b) QUOTATION shall mean the list of GOODS to be supplied, as requested by the PURCHASER.
- c) SELLER shall mean Infini Solar (Pty) Ltd, with Registration Number: 2023/840366/07.
- d) PURCHASER shall mean the person or company identified on the QUOTATION and/or invoice supplied by the SELLER, who will be receiving the GOODS.
- e) INTELLECTUAL PROPERTY shall mean all strategic information provided to the PURCHASER by the SELLER for the purpose of obtaining the CONFIRMATION OF ORDER, which includes, but is not limited to, quotations, technical designs, data, graphs, solution configurations, interpretations of information provided and obtained.
- f) SUPPLIER shall mean any person or company (other than SELLER) having a contract with SELLER for the supply of the GOODS or a part thereof.
- g) The CONFIRMATION OF ORDER shall occur when the QUOTATION that has been issued by the SELLER to the PURCHASER has been accepted by the PURCHASER using any form of writing from the PURCHASER. The CONFIRMATION OF ORDER also confirms that the PURCHASER acknowledges and accepts these TERMS AND CONDITIONS, as referenced to on the QUOTATION.
- h) TERMS AND CONDITIONS shall mean these Standard Terms and Conditions as specified herein.

2. APPLICABLE LAW

- a) All agreements, including this document, the CONFIRMATION OF ORDER and all other documents and correspondence, shall be exclusively governed by the law of South Africa.

3. APPLICABILITY OF TERMS AND CONDITIONS

- a) All pricing listed in the QUOTATION is quoted "as a whole". Therefore, any request to only supply part components as listed on the QUOTATION are subject to a price adjustment.
- b) The CONFIRMATION OF ORDER shall be solely governed by the TERMS AND CONDITIONS and any other conditions mentioned in the CONFIRMATION OF ORDER. The TERMS AND CONDITIONS shall form an integral part of the CONFIRMATION OF ORDER. If other specific conditions are mentioned in the CONFIRMATION OF ORDER, then those specific conditions shall prevail.
- c) Any Standard Terms and Conditions of the PURCHASER shall not apply to the CONFIRMATION OF ORDER unless expressly accepted in writing by SELLER.
- d) These TERMS AND CONDITIONS are automatically entered into and are enforceable upon the written acceptance of the CONFIRMATION OF ORDER made by the PURCHASER to the SELLER, and / or upon the receipt of PAYMENT made by the PURCHASER to the SELLER relating to a specific CONFIRMATION OF ORDER.
- e) Additionally, these TERMS AND CONDITIONS are automatically entered into and are enforceable upon the potential PURCHASER by the SELLER when any INTELLECTUAL PROPERTY has been provided by the SELLER for the purpose of obtaining a CONFIRMATION OF ORDER.
- f) Management reserves the right to change any of these TERMS AND CONDITIONS without notice.

4. PRICE, PAYMENT AND RETURNS

- a) The SELLERS prices shall be invoiced as per the accepted QUOTATION, unless agreed otherwise.
- b) Pricing on the QUOTATION is subject to change, and E&OE.
- c) All GOODS remain the property of the SELLER until payment has been received in full.
- d) All prices are in South African Rands, unless noted otherwise on the QUOTATION.
- e) Changes in the CONFIRMATION OF ORDER will be valid only to the extent that they have been expressly accepted in writing by SELLER.
- f) Any changes to the agreed specification, scope of work and / or goods listed in the original QUOTATION and any other correspondence will be invoiced for accordingly.

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- g) GOODS may only be returned for credit if authorised to do so by the SUPPLIER, or a special agreement with the SELLER. A "Handling Charge" may be applicable for any goods being returned for credit.
- h) In the event of PURCHASER'S noncompliance with the CONFIRMATION OF ORDER, the SELLER may, without judicial intervention, terminate the CONFIRMATION OF ORDER forthwith. Any damages that become due to the SELLER caused by the PURCHASER not complying with the CONFIRMATION OF ORDER shall then become due for payment by the PURCHASER to the SELLER.

5. DELIVERY OF GOODS

- a) The SELLER shall notify the PURCHASER in advance of the expected date for any GOODS that are due for delivery. The SELLER shall notify the PURCHASER immediately regarding any delay in the delivery of the GOODS.
- b) The SELLER may contract one or more SUPPLIERS for the delivery of the GOODS.
- c) All Shipping Costs, VAT, Withholding Tax, Import Duties and other duties incurred on goods being shipped outside of South Africa will be for the account of the PURCHASER, and will be invoiced accordingly.
- d) The GOODS will only become the property of the PURCHASER once the GOODS have been paid for in full to the SELLER, or if applicable, the PURCHASER has signed a "release form" authorising a financing entity to transfer full payment to the SELLER for the GOODS.
- e) Once the GOODS are on site, they become the sole responsibility of the PURCHASER and need to be safely secured and covered by insurance.

6. WARRANTY

- a) The SELLER warrants the good condition of the GOODS and the installation of the GOODS for a period of 12-months after their delivery, installation, and project handover to the PURCHASER.
- b) All GOODS obtained by SELLER from SUPPLIERS shall be covered by the SUPPLIER'S warranty, for a period as stated from the SUPPLIER and/or noted on the product datasheet.
- c) Ownership and risk regarding the GOODS shall pass to PURCHASER on delivery of the GOODS in accordance with the CONFIRMATION OF ORDER. If no full payment of any amount due by PURCHASER in respect of the GOODS delivered by SELLER has been made, ownership will remain with SELLER until full payment is made, and the PURCHASER shall refrain from any activity that may infringe on the SELLER'S ownership rights.

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- d) All data, estimates, assumptions, and all other factors underlying the PURCHASER'S decision to buy the GOODS and all changes therein, whether or not made explicit by the SELLER, are at the PURCHASER'S sole risk.
- e) Any misuse of the GOODS installed, as per the manufacturer's Warranty Conditions, shall void the warranty of the GOODS.
- f) The SELLER shall not be liable for any cost of repairs to the GOODS, or for any repair costs to the building, infrastructure or any other items or assets, where the direct cause of the damage originates from the building and/or infrastructure not being up to the correct regulation and/or code. This includes, but is not limited to, the correct specification, materials, construction and/or installation of the building itself, roof structures, roof materials, wall structures or any other similar building and infrastructure requirements.
- g) The SELLER shall not be liable for any cost of repairs to the GOODS for reasons which are beyond the SELLER'S control. This includes (but is not limited to) war, riots, faults incurred in communication connections, power surges, overloading, misuse of the equipment, and any "acts of God", such as lightning, fire, or flooding.
- h) The SELLER shall offer support for the GOODS provided and/or installed to the PURCHASER on a "best effort" basis, and the SELLER makes no offer to provide any immediate support on the GOODS under any circumstances.

7. CONFIDENTIALITY

- a) All designs, drawings, data, reports, and all further technical, financial or other information pertaining to the solution and/or GOODS and furnished to PURCHASER therewith shall not be sold, copied, shown or otherwise made available by PURCHASER to any other third parties without the written consent of the SELLER to do so.
- b) All INTELLECTUAL PROPERTY that is provided by the SELLER to the PURCHASER for any purpose whatsoever, will always remain the property of the SELLER.
- c) In the event that the PURCHASER provides any of this INTELLECTUAL PROPERTY, in whole or in part, to any other party, which in turn cause any damages towards the SELLER, the PURCHASER will be directly responsible and liable to reimburse the SELLER for the amount of the damages caused by this action.
- d) The SELLER reserves the right to use all media content, such as, but not limited to, photographs, video footage and any other forms of media, taken by the SELLER before, during and after the project for general marketing purposes unless explicitly refused by the PURCHASER and accepted by both parties in writing.

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8. RESPONSIBILITIES OF THE PURCHASER

- a) The PURCHASER is responsible for providing the SELLER with accurate information as requested, whether in writing or verbally, to ensure that the correct configuration for the solution can be provided for in the QUOTATION to the PURCHASER.
- b) The PURCHASER is responsible for ensuring that all aspects of the building, infrastructure, roof structure and/or similar environment that will affect the correct operation of the GOODS for the solution, are up to the correct specification and/or building codes and have been maintained correctly.
- c) The PURCHASER is responsible for all GOODS once they have been delivered to site, as well as updating any applicable insurance policy for the replacement cost of the GOODS, should there be any event outside the responsibility of the SELLER.
- d) The PURCHASER shall indemnify and hold the SELLER harmless from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the PURCHASER may suffer or incur, in connection with the provision of false or inaccurate information, as well as providing any building, roof structure and/or other infrastructure required which is not up to the correct specification and/or code.
- e) The PURCHASER is to ensure that there is reliable Wi-Fi, or similar connectivity if agreed to, to ensure that all installed equipment can upload system data as well as be accessible for remote management and configuration. Without reliable communication to equipment, adequate and timely support will not be possible on the GOODS provided.
- f) The PURCHASER is responsible to make sure that all the GOODS purchased and installed by the SELLER, and all surrounding properties and assets, are fully covered by their comprehensive insurance and shall not hold the SELLER responsible or liable for any costs or damages that may arise from the GOODS, whether directly or indirectly.
- g) The PURCHASER is responsible for providing a valid Electrical COC (Certificate of Compliance) to the SELLER, so that the SELLER can issue an Electrical COC Addendum, that covers the installation of the new solution. Should the PURCHASER not have an existing Electrical COC, the PURCHASER shall bear all costs associated with obtaining a valid Electrical COC to ensure that the Electrical COC Addendum can be issued by the SELLER.

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9. FORCE MAJEURE

- a) Delays in or failure of performance by the SELLER shall not constitute default herein or give rise to claims for damages by the PURCHASER if and to the extent that such delay or failure is caused by force majeure.
- b) Force majeure is defined herein as occurrences beyond the reasonable, practical, economic or business control of the SELLER, and which, by the exercise of reasonable diligence the SELLER would not normally have been able to prevent, including (but not limited to), decrees of government, Acts of God, strikes or other concerted act of workmen, fires, floods, explosions, riots, civil commotions, war, rebellion, sabotage, disruption of manufacture or commerce for political or other reasons.