

Infini Solar (Pty) Ltd

Standard Terms and Conditions

Infini Solar (Pty) Ltd

Registration Number: 2023/840366/07

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Updated: 1 August 2026

Revision 2.0



infinisolar.co.za

Standard Terms and Conditions

Notwithstanding any contrary and/or additional conditions made in writing between Infini Solar and the Customer, these Standard Terms and Conditions shall apply to the Quote and Invoice issued by Infini Solar to the Customer.

These Standard Terms and Conditions shall be legally binding between the Infini Solar and the Customer.

All headings in this document are for reference purposes only, and all conditions in this Standard Terms and Conditions document are applicable, regardless of the section that they appear under.

1. DEFINITIONS

- a) "Goods" shall mean the products, materials, and/or services, as specified on the "Quotation".
- b) "Quotation" or "Invoice" shall mean the list of "Goods" to be supplied by "Infini Solar" to the "Customer", and listed either on the business "Quotation" or "Invoice".
- c) "Infini Solar" shall mean Infini Solar (Pty) Ltd, with Registration Number: 2023/840366/07.
- d) "Customer" shall mean the person or company identified on the "Quotation" and/or "Invoice" issued by "Infini Solar", who will be receiving the "Goods". Both "Infini Solar" and the "Customer" shall be referred to as both "Parties".
- e) "Intellectual Property" shall mean all strategic information provided to the "Customer" by "Infini Solar" for the purpose of obtaining the "Confirmation of Order", which includes, but is not limited to, quotations, technical designs, data, graphs, solution configurations, and the interpretations of information provided to "Infini Solar".
- f) "Supplier" shall mean the persons and/or companies having a contract with "Infini Solar" for the supply of the "Goods", either in whole or in a part.
- g) The "Confirmation of Order" shall occur when the "Customer" accepts the "Quotation" or "Invoice" that has been issued by "Infini Solar", using either any form of writing to confirm the "Customer's" acceptance of the "Quotation" or "Invoice", and/or a payment that has been made towards the amount of the "Quotation" or "Invoice". The "Confirmation of Order" also confirms that the "Customer" acknowledges and accepts these "Standard Terms and Conditions", as referenced to on the "Quotation" or "Invoice".
- h) "Standard Terms and Conditions" shall mean these "Standard Terms and Conditions" as specified within this document.

2. APPLICABLE LAW

- a) All documents (such as the Quotation, Invoice, and this Standard Terms and Conditions), as well as all correspondence between Infini Solar and the Customer, shall be governed by the law of South Africa.

3. APPLICABILITY OF STANDARD TERMS AND CONDITIONS

- a) All pricing listed in a Quotation is quoted "as a whole" and as a complete solution. Therefore, any request to only supply part components and/or services as listed on the Quotation are subject to a price adjustment by Infini Solar.
- b) The Confirmation of Order shall be solely governed by the Standard Terms and Conditions, and any other conditions mentioned by Infini Solar. The Standard Terms and Conditions form an integral part of the Confirmation of Order. If any other specific conditions are mentioned and accepted by both Parties, then those specific conditions shall prevail.
- c) Any Standard Terms and Conditions made by the Customer shall not apply to the Confirmation of Order unless expressly accepted in writing by Infini Solar.
- d) These Standard Terms and Conditions are automatically entered into and are legally binding once any condition for the Confirmation of Order has been made by the Customer to the Infini Solar.
- e) Additionally, these Standard Terms and Conditions are automatically entered into and are legally binding between the potential Customer and Infini Solar when any Intellectual Property has been provided by the Infini Solar for the purpose of obtaining a Confirmation of Order.
- f) Infini Solar reserves the right to change any of these Standard Terms and Conditions without prior notice.

4. PRICE, PAYMENT AND RETURNS

- a) Infini Solar shall invoice the Customer 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 Infini Solar 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 when expressed in writing by Infini Solar.

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- 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.
- g) Goods may only be returned for credit if authorised to do so by the Supplier, or by special agreement with the Infini Solar, and may be subject to a handling charge for any Goods being returned for credit.
- h) In the event of a Customer's noncompliance with the Confirmation of Order, Infini Solar may, without judicial intervention, terminate the Confirmation of Order forthwith. Any damages that become due to the Infini Solar caused by the Customer not complying with the Confirmation of Order shall then become due for payment by the Customer to the Infini Solar.

5. DELIVERY AND OWNERSHIP OF GOODS

- a) Infini Solar shall notify the Customer in advance of the expected date for any Goods that are due for delivery. Infini Solar shall notify the Customer regarding any delay in the delivery of the Goods.
- b) Infini Solar 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 Customer, and will be invoiced accordingly.
- d) All risks regarding the Goods shall pass to Customer upon delivery of the Goods in accordance with the Confirmation of Order. Once the Goods are on site, they become the sole responsibility of the Customer, and all Goods need to be safely secured and covered by the Customer's insurance.
- e) The Goods will only become the property of the Customer once the Goods have been paid for in full to the Infini Solar, or if applicable, the Customer has signed a legal document authorising a financing entity to transfer full payment to the Infini Solar for the Goods.
- f) Until the Goods have been paid for in full, the Customer shall refrain from any activity that may infringe on Infini Solar's ownership rights of these Goods.

6. INSTALLATION AND WARRANTY

- a) The Customer grants Infini Solar all reasonable access to the premises and amenities for the purposes of installing the Goods.
- b) Should any specific prerequisites and/or amenities be required for the purposes of completing the installation of Goods, Infini Solar shall notify the Customer of these prerequisites ahead of the installation.

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- c) Should the Customer not provide these required prerequisites and/or amenities in full, then Infini Solar reserves the right to reschedule and/or cancel the installation of the Goods. All costs incurred by Infini Solar for the purposes of rescheduling the installation shall be borne by the Customer, and Infini Solar shall invoice the Customer for these additional incurred costs accordingly.
- d) Should Infini Solar choose to cancel the installation of the Goods due to the Customer's failure to provide the requested prerequisites and/or amenities, then Infini Solar shall credit the Customer for the installation portion of the Goods as stated on the Quotation and/or Invoice, either in part or whole. Any balance still due on the Goods portion as stated on the Quotation and/or Invoice (but excluding the installation cost), shall be immediately due for payment by the Customer.
- e) Upon installation of the Goods, Infini Solar 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 Customer.
- f) All Goods obtained by Infini Solar 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 and/or noted on the Quotation.
- g) All data, estimates, assumptions, calculations and all other factors underlying the Customer's decision to buy the Goods and all changes therein, whether made explicit by Infini Solar or not, are at the Customer's sole risk.
- h) Any misuse of the Goods installed, as per the manufacturer's Warranty Conditions, shall void the warranty of the Goods.
- i) Infini Solar 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.
- j) Infini Solar shall not be liable for any cost of repairs to the Goods for reasons which are beyond the Infini Solar'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.
- k) Infini Solar shall offer support for the Goods provided and/or installed to the Customer on a "best effort" basis, and Infini Solar makes no offer to provide any immediate support on the Goods under any circumstances.

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- l) In the event of any problems experienced with the Goods and/or the installation and/or the configuration of the Goods or the system installed, Infini Solar shall have the opportunity to remedy all faults and/or problems to ensure that the system is fully operational as expected by the Customer. The Customer shall have no right to bypass the Infini Solar without written agreement by both parties to do so, to remedy any problems encountered. Additionally, the Customer shall have no right to recover any costs incurred from the Infini Solar for any remediation work and/or 3rd-Party Report initiated by the Customer, including recovering losses of any kind for any delays in commissioning the project, unless these have been specifically agreed to in writing by both parties.

7. CONFIDENTIALITY

- a) All Intellectual Property pertaining to the solution design for the Goods presented to the Customer shall not be sold, copied, shown or otherwise made available by the Customer to any other parties without the written consent of the Infini Solar to do so.
- b) All Intellectual Property that is provided by the Infini Solar to the Customer for any purpose whatsoever, will always remain the property of the Infini Solar, even after the Customer has paid for the Goods in full.
- c) In the event that the Customer provides any of Infini Solar's Intellectual Property, in whole or in part, to any other party, which in turn cause any damages and/or loss of income to Infini Solar, the Customer will be directly responsible and liable to reimburse the Infini Solar for the amount of these damages caused by this action.
- d) Infini Solar reserves the right to use all photographs, video footage and any other forms of media taken by Infini Solar before, during and after the project for marketing purposes unless explicitly refused by the Customer to do so and accepted by both parties in writing.

8. RESPONSIBILITIES OF THE CUSTOMER

- a) The Customer is responsible for providing the Infini Solar with all accurate information as requested, whether in writing or verbally, to ensure that the correct configuration for the solution can be provided for the Quotation to be provided to the Customer.
- b) The Customer 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 Customer 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 control and responsibility of Infini Solar.

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- d) The Customer shall indemnify and hold Infini Solar 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 Customer 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 Customer 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 Customer is responsible to make sure that all the Goods purchased and installed by the Infini Solar, and all surrounding properties and assets, are fully covered by their comprehensive insurance and shall not hold the Infini Solar responsible or liable for any costs or damages that may arise from the Goods, whether directly or indirectly.
- g) The Customer is to ensure that any prerequisites and/or remedial work that falls outside of the agreed system installation by Infini Solar is completed to ensure that the warranty on the Goods and/or operation of the system installed is not compromised.
- h) The Customer is responsible for providing a valid Electrical COC (Certificate of Compliance) to Infini Solar, for the purposes of issuing an Electrical COC Addendum, that covers the installation of the Goods. Should the Customer not have an existing Electrical COC, the Customer shall bear all costs associated with obtaining a valid Electrical COC to ensure that the Electrical COC Addendum can be issued by Infini Solar.

9. FORCE MAJEURE

- a) Delays and/or failure of performance by Infini Solar shall not constitute default herein or give rise to claims for damages by the Customer, if the 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 Infini Solar, and which, by the exercise of reasonable diligence Infini Solar would not normally have been able to prevent. This includes (but is 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.