

PACKAGES TERMS AND CONDITIONS

1. Acknowledgement

The Pricing is valid while stocks last.

By accepting the Quotation, the Customer acknowledges and agrees that these Quotation Terms and Conditions, the Scope of Work (attached hereto as Annexure "A"); the Solar Supply and Installation General Terms and Conditions ("General Terms and Conditions") attached hereto as Annexure "B" and the Handover Document attached hereto as Annexure "C", shall apply from the date the Quotation is signed.

2. Definitions

Unless it is expressly stated otherwise or clear from the context that a term should be afforded a different meaning, all terms have the meaning as defined in the General Terms and Conditions.

3. Scope of Work

AutoX shall supply and install the Solar PV System as is fully described in the Quotation and the Scope of Work, at the Site/s.

4. Equipment, materials and workmanship

4.1. AutoX shall provide all Equipment, materials and workmanship required for the installation.

4.2. Any additional equipment, materials or services required beyond the Quotation and the Scope of Work shall be subject to additional charges and must be agreed upon in writing by the parties.

5. Basic training

AutoX shall provide basic training to the Customer's nominated representative on the operation and the safety disconnect of the Solar PV System.

6. Pricing

6.1. The price quoted excludes VAT.

6.2. The pricing set out in the Quotation excludes any electricity or meter upgrades costs that may be required. These upgrade costs are payable in full by the Customer to the relevant third party.

6.3. AutoX reserves the right to adjust the price if the verified cost of installing of the Solar PV System increases by more than 5% (five percent) prior to the commencement of the installation and such cost increase is due to factors outside the reasonable control of AutoX.

6.4. Upon receipt of the notice of the price increase the Customer may either accept the verified increase in costs for the installation of the Solar PV System or elect in writing to cancel the Agreement without any liability. AutoX shall return to the Customer, within 7 (seven) Business Days of receiving notice of the Customer's election, the amount of the Deposit paid by the Customer.

7. Payment terms

70% (seventy percent) deposit is payable on placement of order and the remaining 30% (Thirty percent) within 5 (five) Business Days (or such other time as agreed in writing by AutoX) of the completion of the installation, subject to AutoX providing the Customer with a valid Tax Invoice.

8. Banking details

It remains the Customer's responsibility to ensure that monies due are paid into the correct AutoX bank account, as stated below:

Bank	Standard Bank of South Africa
Account name	AutoX Deposit
Account type	Business Current Account
Account number	080637760
Branch code	050217

9. Installation and Commissioning

AutoX shall perform the installation and commissioning of the Solar PV System in a professional, workmanlike and timely manner.

10. Warranties

10.1. The manufacturers' warranty available on <https://rentech.co.za/warranty-terms-and-conditions/> shall apply to the Equipment.

10.2. Unless otherwise specified in the Quotation, AutoX shall provide a 60 (sixty) month on-site warranty for workmanship only.

10.3. Any misuse of the Solar PV System or use of the Solar PV System in a manner not expressly authorized by AutoX may void this warranty.

10.4. AutoX may require the Customer to make available the Equipment to AutoX or its nominee for inspection of the Equipment at a time to be arranged by AutoX or its nominee.

11. Lead time

AutoX shall supply, install and commission the Solar PV System at the Site within 1 (one) to 4 (four) weeks from receipt of the Deposit.



12. Cancellation of order

Where the Customer seeks to cancel the order before delivery of the Equipment for any reason whatsoever, excluding as provided for in clause 6.4 and breach of the terms and conditions on the part of AutoX, then, subject to AutoX agreeing to such cancellation in writing, the Customer shall be liable towards the AutoX for a cancellation fee equivalent to the higher of 15% (fifteen percent) of the value of the cancelled order or the actual cost incurred by AutoX in the procurement of materials and/or goods as well as for other expenses necessarily incurred in connection with the execution or planned execution of the order, in addition to any other rights AutoX may have.

13. Contractual terms applicable

The Agreement and the AutoX General Terms and Conditions of Credit and Supply shall apply and overrule any terms and conditions of the Purchaser.

14. Special Terms and Conditions

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Annexure “A”

Scope of Work

Customer:

Address:

Annexure “B”

**SOLAR SUPPLY AND INSTALLATION
GENERAL TERMS AND CONDITIONS**

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1. INTERPRETATION

- 1.1 In these conditions, except in a context indicating that some other meaning is intended:
- 1.1.1 **“Agreement”** means the Quotation, the Quotation Terms and Conditions, the Scope of Work and the Solar Supply and Installation General Terms and Conditions (“General Terms and Conditions”) for the supply and installation of the Solar PV System.
 - 1.1.2 **“AutoX”** means AutoX (Pty) Ltd, Registration number: 2016/475012/07
 - 1.1.3 **“Business Day”** means a day on which trading banks are open for banking business and shall not include a Saturday, Sunday, or public holiday in South Africa.
 - 1.1.4 **“Customer”** means the person to whom the Quotation is addressed.
 - 1.1.5 **“Deposit”** means the deposit to be paid to AutoX by the Customer in the amount specified in the Quotation.
 - 1.1.6 **“Equipment”** means the equipment (including any software) supplied and installed by AutoX as part of the Solar PV System.
 - 1.1.7 **“Handover Document”** means the SSEG Commissioning and Handover Document per Site signed by AutoX and the Customer once the installation has been approved, an example of which is attached hereto as Annexure “C”.
 - 1.1.8 **“Law”** means the common law and all statutes, regulations, proclamations, ordinances, or by-laws as may be relevant to the Agreement and includes all statutes, regulations, ordinances, or by-laws issued under, varying, consolidating, or replacing such statutes.
 - 1.1.9 **“Party or Parties”** means AutoX and/or the Customer, as the context requires.
 - 1.1.10 **“Purchase Order”** means the Purchase Order to be issued by the Customer to AutoX for the supply of the Solar PV System.
 - 1.1.11 **“Quotation”** means the quotation to which these General Terms and Conditions are attached.
 - 1.1.12 **“Site”** means the premises of the Customer where the Solar PV System is to be supplied and installed as more fully described in the Scope of Work.
 - 1.1.13 **“Structure”** means any structure on which the Equipment is installed.

1.1.14 “**Solar PV System**” means the Solar Photo Voltaic System consisting of the Equipment and software configuration as is fully specified in the Quotation.

1.2 In the event of any conflict between these General Terms and Conditions on the one hand and the Quotation Terms and Conditions on the other hand, the Quotation Terms and Conditions shall prevail. In the event of any ambiguity in these General Terms and Conditions, the Quotation Terms and Conditions must be considered for clarity.

2. NATURE OF THE AGREEMENT

The Agreement is for the supply and installation of the Solar PV System by AutoX at the Site of the Customer.

3. INSTALLATION AND INSPECTION

3.1 Upon receipt of the Deposit AutoX shall schedule a provisional installation commencement date for the Solar PV System to be confirmed or rescheduled not later than 10 Business Days before such date.

3.2 AutoX shall not be liable for any loss or damage to the Customer in case the installation date is changed due to unforeseeable circumstances, including but not limited to delays in the supply of the Solar PV System from the manufacturers.

3.3 The Customer acknowledges and agrees that the exact location of the installation of the Solar PV System at the Site shall be agreed between the parties in writing prior to the provisional installation commencement date and failing agreement, AutoX in its discretion may elect not to commence any installation or do the installation where it deems most appropriate.

3.4 The Customer shall obtain all approvals required for the installation of the Solar PV System. AutoX shall provide reasonable assistance and information to facilitate the permit application process.

3.5 The Customer shall ensure that the Site is ready and complies with the necessary requirements for the installation of the Solar PV System. Any additional site preparation required beyond the standard scope of work shall be communicated in writing, and associated costs shall be agreed upon by the parties.

3.6 The Customer will allow AutoX access to the Site to install the Solar PV System. All work performed shall be performed between 08h00 and 16h00 on Mondays to Fridays, excluding Public Holidays. If any work is to be undertaken outside these times, it will be subject to prior written approval from the Customer and additional costs for which the Customer will be liable at AutoX's standard call out and labour rates, provided that the need for the work to be performed outside of the mentioned work hours, was not caused by AutoX.

- 3.7 The Customer is responsible for any building or electrical alterations, should it be required.
- 3.8 All Equipment and material used must conform in all respects with the requirements as to quality and specification stated in the Quotation and unless otherwise agreed in writing, must also conform with any applicable South African Bureau of Standards' standards if existing or otherwise with any standards applicable to country of origin.
- 3.9 AutoX may use authorised third-party installation service provider (hereinafter referred to as "the Approved Installer") to do the installation. AutoX accepts full responsibility for the installation done by the Approved Installer and shall sign off on all Handover Documents on the Installations done by the Approved Installer.
- 3.10 Any changes to the scope of work or specifications must be documented in writing and mutually agreed upon by both Parties. Additional charges resulting from change orders shall be negotiated and added to the total contract price.
- 3.11 AutoX shall not be liable in respect of:
- 3.11.1 the structural integrity of the Structure;
 - 3.11.2 the roof's ability to carry the weight of the solar panels;
 - 3.11.3 any roof leaks or damages other than where AutoX had to alter or drill into;
or
 - 3.11.4 any pre-existing condition, fault or defect relating to the Structure (including without limitation the structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure and the status or mounting of consumption meters).

4. REPAIR, REPLACEMENT AND SERVICE

- 4.1 AutoX shall, at its own cost, undertake any necessary repair and replacement works to the Solar PV System that are covered by the Customer's statutory rights or the warranty terms and conditions.
- 4.2 In the event that the Customer requests a service call out for any repair or replacement or service, and it transpires that the call out is not covered under warranty the Customer shall be liable to pay a fee for such service call out. AutoX's standard call rates will apply.

5. MONITORING AND MAINTENANCE

The Customer shall be responsible for the ongoing monitoring and regular maintenance of the Solar PV System to ensure optimal performance. AutoX may offer maintenance services as a separate agreement, the terms of which shall be agreed upon.

6. DUTIES AND OBLIGATIONS OF THE CUSTOMER

6.1 The Customer undertakes and agrees at its own cost:

6.1.1 To provide AutoX with 30 (thirty) days written notice of any proposed alterations and/ or repair and/or any modifications to the Site (be it building or electrical work) which may potentially affect the Equipment to be installed at the Site.

6.1.2 To nominate one or more persons and to furnish AutoX, with the names and telephone numbers of such persons to enable AutoX and/or its personnel to communicate with such persons in the event of any emergency.

6.1.3 To ensure that the area in which the Solar PV System is to be erected and operate, including surroundings, is accessible and free of all obstacles, waste or debris which may be identified by technicians on assessment or installation.

6.1.4 To provide AutoX with its Municipal registration certificate for the Solar PV System to complete the engineering commissioning.

6.1.5 To remove any trees, plants, or any other objects that may cast a shadow on the Solar PV System, both at the time of installation and in the future.

6.2 The Customer shall maintain the Equipment in good working order and condition, fair wear and tear expected. The Customer will notify AutoX forthwith of any defect thereto.

7. OWNERSHIP, RISK AND INSURANCE

7.1 The ownership of the Equipment remains vested in AutoX and shall not pass to the Customer, until the Customer has made payment to AutoX of the total price of the Equipment per Site.

7.2 The Equipment shall be at the Customer's risk in all respects after delivery to the Customer, provided that AutoX takes sufficient precautions in conjunction with the Customer for the safeguarding of the Equipment.

7.3 The Customer shall obtain and maintain adequate insurance cover against loss or damage to the Equipment at the Site and agrees to proceed exclusively

against its insurers to recover any loss or damage not caused by the AutoX or its agents, or unless expressly stated otherwise in the Quotation.

- 7.4 All plans and drawings supplied by the Customer (if applicable), will remain the Customer's property and must be returned in good order and condition (fair wear and tear excluded) on completion of the installation, unless instructed otherwise in writing by the Customer.

8. PRICES & PAYMENT TERMS

- 8.1 All prices quoted to the Customer will be considered final and binding on AutoX unless any agreed escalation clauses are specifically accepted by the Customer in writing.

- 8.2 The payment terms as agreed between the Parties are set out in the Quotation Terms and Conditions.

9. WARRANTY AND INDEMNIFICATION

- 9.1. The Customer acknowledges and agrees that AutoX has relied upon the information provided by the Customer, both by way of the documentation, paperwork and the Customer warrants that it has provided any such information honestly and to the best of its knowledge.

- 9.2. The Customer shall indemnify and hold harmless AutoX from and against all claims, demands, summonses, actions, proceedings, judgments, orders, 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.

10. LOSS OR DAMAGE

AutoX, its servants, subcontractors or agents shall not be liable to the Customer or any third party for death of or injury to or illness sustained by any person (hereinafter referred to as "Injury") or loss of or damage to any property, be it that of the Customer or any third party (hereinafter referred to as "Damage") whether direct, indirect, economic or consequential and howsoever caused, unless and only to the extent that it can be proven that such injury or damage has been caused by the negligence or wilful disregard of duty by AutoX, its servants, suppliers, subcontractors or agents.

The Customer indemnifies and holds harmless AutoX, in respect of all claims arising out of any such Injury or Damage, not caused by the negligence or wilful disregard of duty by AutoX, its servants, suppliers, subcontractors or agents.

11. BREACH

- 11.1 In the event of either Party being in breach of any of its obligations in terms of the

Agreement (the "Defaulting Party"), and remain in such breach for a period of 10 (ten) Business Days after receiving notification from the other Party (the "Affected Party") to rectify such breach, the Affected Party shall be entitled, but not obliged to forthwith cancel this Agreement, without prejudice to any other rights it may have.

- 11.2 Should the Customer not pay any monies due in respect of Equipment purchased from AutoX without having a legal claim thereto then AutoX shall be entitled without prejudice to any other rights it may have at Law forthwith and without notice to reclaim possession of the Equipment.
- 11.3 Interest at the rate of 2% above the current prime bank rate charged by AutoX's bankers will be payable by the Customer on any amount overdue.
- 11.4 The Defaulting Party shall be liable for all legal costs incurred by the Affected Party, as between attorney and own Customer, in regard to the enforcement of any of the rights of the Affected Party, arising here from a successful action instituted.

12. FORCE MAJEURE

- 12.1 Should a party ("affected party") be prevented from fulfilling any of its obligations in terms of this agreement as a result of an event of force majeure, then –
 - 12.1.1 those obligations shall be deemed to have been suspended to the extent that and for so long as the affected party is so prevented from fulfilling them and the corresponding obligations of the other party ("unaffected party") shall be suspended to the corresponding extent;
 - 12.1.2 the affected party shall promptly notify the unaffected party in writing of such event of force majeure and such notice shall include an estimation of the approximate period for which the suspension in terms of clause 11.1.1 will endure. Such estimate shall not be binding on the affected party; and
 - 12.1.3 the duration of this agreement as well as each period within which and each date by which any obligations is required to be performed in terms of this agreement shall be extended or postponed, as the case may be, by the period of suspension in terms of clause 11.1.2.
- 12.2 Should the affected party partially or completely cease to be prevented from fulfilling its obligations by the event of force majeure, the affected party shall immediately give written notice to the unaffected party of such cessation and the affected party shall, as soon as possible, fulfil its obligations which were previously suspended, provided that in the event and to the extent that fulfilment is no longer possible or the other party has given written notice that it no longer requires such fulfilment, the affected party shall not be obliged to fulfil its suspended obligations and the unaffected party shall not be obliged to

fulfil its corresponding obligations. The Lessor shall continue to provide, and the Lessee shall continue to pay for those services not affected by the event of Force Majeure.

12.3 Should an event of force majeure continue for more than 120 (one hundred and twenty) days after the date of the notice referred to in clause 11.1.2 and notice of cessation in terms of clause 11.2 has not been given, then the unaffected party shall be entitled (but not obliged) to terminate this agreement by giving not less than 30 (thirty) days written notice to the affected party to that effect, without any further obligations or liabilities on the part of either party, except for any outstanding obligations which have arisen prior to the event of force majeure.

12.4 An "event of force majeure" shall mean any event or circumstance whatsoever which is not within the reasonable control of the affected party including vis major, casus fortuitus, any act of God, epidemic or pandemic, strike, theft, fire, explosion, riot, insurrection or other civil disorder, war (whether declared or not) or military operations, international restrictions, any requirement of any international authority, and requirement of any government or other competent local authority, and court order, export control and shortage of transport facilities.

13. ADVERTISING

The Parties may not refer to the other Party's trade name, trademarks, or products in connection with any advertising without prior written permission from the other Party.

14. CESSION

No claim of AutoX against the Customer for payment may be ceded by AutoX to a third party without the Customer's prior written consent to such cession.

15. SPECIAL TERMS AND CONDITIONS

Any special terms and conditions will apply over and above these terms and conditions but in the event of conflict, the special conditions will apply.

16. DISPUTES AND ARBITRATION

16.1 If at any time, a dispute or claim arising out of or relating to this contract or a breach thereof should occur between AutoX and the Customer either party may give notice to this effect to the other in writing and such dispute, claim or breach shall be referred to a mutually agreed arbitrator. In the event that the parties cannot mutually agree an arbitrator, the matter will be referred to and an arbitrator shall be selected by the Chairman of the Johannesburg Bar. Such an arbitrator's decision shall be final and binding on the Parties.

16.2 Nothing in this clause shall preclude either party from approaching any court

of competent jurisdiction for urgent or interdictory relief.

17. **ESSENTIAL CONDITION**

Unless otherwise agreed by the Customer in writing, every condition contained in this Agreement shall be deemed to be an essential condition.

18. **JURISDICTION**

18.1 The parties hereto consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of all legal proceedings connected with this Agreement notwithstanding that the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.

18.2 Notwithstanding the foregoing, the parties shall be entitled to institute action in any High Court having jurisdiction.

19. **DOMICILIA AND NOTICES**

19.1 The parties hereby choose as their respective domiciliumcitandi et executandii or all notices and purposes at the following addresses:

19.1.1 **The Customer:**

The address in the Quotation.

19.1.2 **Auto-X:**

Physical address: 140 North Reef Road,
Elandsfontein, Germiston

Email address: glenng@auto-x.co.za and
legal@auto-x.co.za

19.2 Any notice of any change of address must be given in writing by the party concerned and delivered by hand or transmitted per e-mail to the other party at the aforesaid address.

19.3 All notices shall be given in writing and sent by email or delivered by hand or by courier and shall be rebuttably presumed to have been received by the addressee within 7 (seven) days of emailing and within 24 (twenty-four) hours of hand delivery.

20. **POPIA**

Insofar as either party processes the personal data or information of the other party and/or its employees, agents and/or representatives each party undertakes to comply with the protection of Personal Information Act 133 of 1998.

21. GENERAL

- 21.1 No variation or consensual cancelation of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 21.2 The persons signing this Agreement on behalf of the parties hereby expressly warrant that they have read all the terms and conditions, that they understand the content, significance and import thereof and that they are authorised to sign this Agreement.
- 21.3 The parties will communicate and co-operate with each other in the utmost good faith and using their very best endeavours as far as the implementation and continued application of the Agreement is concerned and especially as far as attending meetings, reporting of, dealing with, addressing and rectifying any defects or shortcomings prescribed in or flowing from the Agreement are concerned.

Annexure "C"