

**SALE AND MAINTENANCE AGREEMENT**

**Between**

**oneSolar Pty LTD (Reg: 2013/195021/07)**

**and**

**the Customer**

**(as defined in the quotation (“the Quotation”) to which this  
Sale Agreement (“the Agreement”) is attached)**

**TERMS OF SALE:**

1. oneSolar agrees to provide the products described in the Quotation (“the Products”) together with the maintenance services described in this Agreement (“the Services”) to the Customer subject to the terms and conditions of both this Agreement and the Quotation.
2. Every purchase made by the Customer from oneSolar shall be governed by the terms and conditions recorded in this Agreement.
3. **The Customer confirms that he has read and understood all the terms and conditions in this Agreement and raised any questions which require clarification before signing the Agreement.**
4. **The Customer understands that the terms in bold have important legal consequences.**

**PRICES & QUOTATIONS**

5. All quotations for the Products will remain valid for a period of fourteen (14) days from the date on the quotation.
6. The price for Services and/or Products shall be specified on the Quotation, exclusive of VAT, unless otherwise specified.
7. oneSolar is entitled to vary the price contained in the Quotation in the following circumstances where it was unaware of all the relevant factors affecting the price:
  - a. any additional Services and/or Products requested by the Customer, which were not included in the original quotation.
  - b. Any unexpected increase in the volume or extent of materials and /or products.
  - c. Any additional work required to complete the Services, which was not reasonably anticipated at the time of the original Quotation.
8. Any material price variation will be submitted in writing to the Customer for his/her approval.
9. No work will commence without an order and the Customer’s signing of the Quotation or the payment of the deposit referred to below, where applicable. Telephonic instructions are deemed as official orders.
10. A commitment deposit of 80% will be required on all quotations above R2 500.

11. By paying a deposit or signing the Quotation (where a deposit is not payable) the Customer accepts the Quotation and any additional terms and conditions specified on the Quotation.
12. Upon signature of the Quotation where no deposit is payable or upon confirmation that the Customer's deposit has cleared where a deposit is payable, an installation date will be arranged with the Customer.
13. All sales are considered ex Hout Bay. Shipment/delivery costs will consequently be charged accordingly and reflected in the Quotation.
14. If the Customer cancels an order prior to delivery, oneSolar shall be entitled to impose a cancellation fee. The cancellation fee will depend on the nature of the order, the length of notice of cancellation before delivery, the reasonable potential to find alternative clients for the order and the reason for cancellation. The Customer shall not be entitled to a deposit refund in the event of cancellation Special-Order Products.

#### **PAYMENTS DUE IN RESPECT OF THE PRODUCTS**

15. **oneSolar shall remain the owner of the Products until all amounts due in terms of this Agreement have been paid in full.**
16. The Customer shall pay for the Products in accordance with the following payment schedule on receipt of an invoice from oneSolar:
  - a. For all installed products: 80% on order, 20% after practical completion of installation.
  - b. A one hundred per cent (100%) deposit is required on any Product where installation is not required.
17. The Customer shall not be entitled under any circumstances to withhold any payment due to oneSolar in terms of this Agreement.
18. All discounts will be forfeited if payment is not received according to the payment schedule above.
19. Cheques are not accepted.
20. No cash payments shall be accepted by oneSolar. Cash bank deposits shall be charged at R150.00 incl. VAT
21. All payments shall be made into oneSolar's bank account reflected on the quotation or invoice.
22. Payment will only be confirmed by oneSolar after the payment has been cleared by oneSolar's bank.
23. No Product will be delivered or made available for collection until the deposit paid has been cleared by oneSolar's bank. In the event that a deposit is not payable, the Product will only be available for collection once the Quotation has been signed and the Customer has provided proof of the financing agreement pertaining to the purchase of the Product.

**THE CUSTOMER'S OBLIGATIONS**

24. The Customer shall provide reasonable access to his property over normal working hours, being Monday to Friday, 8:00 – 18:00 in order for oneSolar to be able to perform its obligations in terms of this Agreement. Special arrangements will be made for work necessary to be completed after hours, on weekends or public holidays.
25. The Customer shall co-operate with all reasonable requests by oneSolar in order to assist oneSolar to perform its obligations under this Agreement.
26. Any delays caused by the Customer shall be charged per hour of standstill as per oneSolar's standard rates in Annexure "A".
27. The Customer shall provide electricity, water and toilet facilities to oneSolar for the purpose of oneSolar performing its obligations in terms of this Agreement.
28. The accuracy of any measurements requested by oneSolar for the supply of the Products and provision of the Services shall be the responsibility of the Customer **and any expenses incurred by oneSolar as a result of an inaccurate measurement shall be met by the Customer.**
29. **The Customer shall be liable for any expenses incurred by oneSolar as a result of the customer's failure to comply with his obligations as defined in this Agreement.**
30. **The risk in and to any Products purchased from oneSolar shall pass to in the Customer, immediately upon delivery to the Customer or to the address nominated by the Customer for delivery.**
31. The Customer is responsible for informing oneSolar of the position of possible hidden air-conditioning pipes, water pipes and electrical cables. oneSolar will not accept liability for the damage of hidden pipes or cables that were not brought to its attention by the Customer.
32. The Customer is responsible for ensuring his availability on the day of installation so that the Product can be explained to him and so that all necessary documentation pertaining to the Product including Warranty documents , User Manuals and Application Documents as well as CoC's where requested can be handed to him.

### **BREACH**

33. In the event of either Party failing to meet its obligations under the Agreement, the innocent Party shall be entitled to cancel the Agreement or demand specific performance of the other Party's obligations together with any damages suffered by the innocent Party as a result of such default, provided that the defaulting Party is given 10 days written notice to remedy the default

### **LIMITATION OF LIABILITY**

34. **All reasonable effort will be made to ensure timeous delivery of any Products purchased by the Customer. Should oneSolar be unable to deliver the Products timeously, it shall inform the Customer as soon as reasonably possible of such a delay and the new proposed delivery time.**
35. **oneSolar shall not be liable for any loss or damage by reason of the non-delivery of the Products or for any delay in executing delivery caused by force majeure or by any other cause beyond the control of oneSolar.**
36. **oneSolar shall not be liable for any indirect or consequential damages suffered by the Customer arising out of any breach of its obligations in terms of this Agreement, including the obligations of its employees or agents.**
37. **oneSolar will not be liable in any manner for any indirect, special or consequential damages suffered by the Customer arising out of the negligent use of any of the Products purchased or the malfunction thereof.**
38. **The Customer hereby indemnifies oneSolar for any indirect or consequential damage or loss suffered by the Customer or any third party arising out of the negligent use of the Products.**
39. oneSolar will not be held responsible or liable for any costs, expenses, fees, damage or any other matter associated with the installation or removal of the Product.
40. oneSolar shall not be liable for the lapsing of or changes to a warranty held over the customer's existing geyser as a result of the installation of the Products.

### **DELIVERY**

41. All Products shall be checked by oneSolar prior to the Products leaving oneSolar's premises.
42. Products delivered by oneSolar shall be delivered to the Customer's premises, or to such address stipulated by the customer. **If requested by the Customer to place the Products in a building on the premises oneSolar will not be responsible in any manner for any theft or damage to such Products.**

### **MATERIAL, PRODUCTS & EQUIPMENT**

43. Should the Products ordered by the Customer have, due to no fault of oneSolar, been superseded, replaced or otherwise become unavailable, oneSolar will offer similar alternative Products at the prevailing price to those ordered by the Customer.
44. **If the Customer supplies any material, products or equipment, and/or accessories for the purposes of installing the Product, oneSolar shall not be responsible for any defect in such materials, products or equipment or any damages arising from the use of such materials, products or equipment. The Customer agrees that such damages shall be for its own account.**

**PRODUCT DEFECTS:WARRANTIES**

45. In addition to the Customer's statutory rights in relation to product defects, oneSolar shall provide the warranties recorded in Annexure "B" to this Agreement, subject to the terms and conditions of Annexure "B" and the provisions pertaining to Maintenance below.

**SERVICE DEFECTS**

46. Any defects pertaining to the Service and workmanship shall be communicated to oneSolar within seven (7) days of the Customer identifying the defect.
47. oneSolar shall be afforded an opportunity to, within fourteen (14) days of receipt of an alleged defect report, inspect the alleged defect and:
- a. If oneSolar is of the view that the workmanship and/or Service defects are of acceptable standard, it shall notify the Customer in writing of its findings together with reasons;
  - b. If the Customer does not accept the findings, he shall be entitled to enforce his rights in terms of applicable consumer law;
  - c. If oneSolar is of the view that the work is of an unacceptable standard, any defects in the workmanship or Services provided shall be rectified, within a period of fourteen (14) days, to the reasonable satisfaction of the Customer, at oneSolar's cost.

**MAINTENANCE, SERVICE & REPAIRS:**

48. oneSolar shall on request provide the Customer with an annual service inspection of the Product installed in line with the Product manufacturer's recommendations.
49. Such annual service inspection shall be charged in accordance with the price for Standard Maintenance Service provided in Annexure "A".
50. The Customer shall book such service (and all subsequent annual services) with oneSolar.
51. In order to be able to rely on the product warranties above, the Customer shall ensure that it continues to maintain the Product for the period of the warranty in accordance with the provisions of this Agreement. After the expiry of the warranty period, the Customer shall be entitled to approach a service provider of his choice in respect of the on-going maintenance of the Product.
52. All maintenance and annual services shall be provided in accordance with the provisions of Annexure "C" to this Agreement.
53. oneSolar shall provide a 30(thirty) minute on-site training on controllers and other components of the Product on the date when the Customer requests the commissioning of the Product. Should the Customer miss the opportunity for the training on this date, the Customer can request Training on any other day at a later stage, which will then be charged at a Standard Service Call rates as per Annexure "A".

**GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

54. Nothing in this agreement shall affect the Customer's statutory rights as a Consumer.
55. This Agreement makes up the whole agreement between oneSolar and the Customer.
- 56. No amendment, addition or consensual cancellation of the Agreement will be binding unless it is recorded in writing and signed by duly authorised representatives of both parties to this Agreement ("the Parties").**
57. The Parties agree to accept any notice and legal processes at the addresses indicated in the Quotation.
58. Neither Party shall lose any of its rights under this Agreement if it does not immediately and in every instance insist on them.
59. The Parties consent to the jurisdiction of the Magistrates Court in any action or dispute arising as a result of this Agreement and irrespective of the amount in dispute.
60. In the event of oneSolar having to instruct its attorneys to recover moneys from the Customer, the Customer shall be liable for and shall pay all legal costs incurred by oneSolar on an attorney Customer basis, inclusive of collection commission.
61. The Parties acknowledge that each clause of this Agreement is separate. If any clause of this Agreement is or becomes illegal, invalid or unenforceable for any reason or in any jurisdiction, the clause shall be treated as if it had not been written. This does not make the rest of the Agreement illegal, invalid or unenforceable or affect the legality, validity or enforceability of the clause in another jurisdiction.

Annexure "A"

STANDARD SERVICE CALL PRICE LIST: (prices valid if not quoted for separately)

2018-04 to 2018-09, 10% escalation yearly thereafter

A. Service Call Fee – all prices incl. VAT:

- |  |                      |
|--|----------------------|
| a. Annual Standard Maintenance Service (no faults)             | R1,565.00            |
| b. Service Call scheduled for Mo or Fr in advance              | R895.00 (1/2 hour)   |
| c. Service Call for same day service, weekends and after-hours | R1,215.00 (1/2 hour) |

The above rates include 1 hour on-site analysis/ repair by a technician

- |                                       |                    |
|---------------------------------------|--------------------|
| d. Service Call/ half hour thereafter | R300.00 (1/2 hour) |
|---------------------------------------|--------------------|

The above rates apply to customers within 30km from Hout Bay.

- |   |             |
|---|-------------|
| e. Each km/ km outside the 30km range from Hout Bay | R5.80       |
| f. Electrical CoC                                   | R690 – R950 |
| g. Plumbing CoC                                     | R690 – R950 |

B. Standard Spare Part Price List – all prices estimate incl. VAT:

- |   |                                |
|---|--------------------------------|
| a. Controller New unit                          | R 1,550                        |
| b. Sacrificial Anodes (size & geyser dependent) | R 160                          |
| c. Geyser Elements (size & geyser dependent)    | R 230 to R 990                 |
| d. Circulation Pump small                       | R 2,400 to R 2,700             |
| e. Circulation Pump large                       | R 4,000 to R 4,500             |
| f. Lever Valve with couplers                    | R 200 to R 600                 |
| g. Strainers with couplers                      | R 300 to R 650                 |
| h. Non-Return Valves with couplers              | R 200 to R 650                 |
| i. Heat Pump PC Board Swap-out                  | please confirm with the office |
| j. Heat Pump Probe                              | please confirm with the office |

C. Technical Assessment for systems not installed by oneSolar R960.00

- a. This assessment does not include any repair or maintenance
- b. The assessment is there to establish what needs to be done
- c. Technical Assessments are payable upfront.
- d. A quotation will be issued after the assessment to ensure the following:
  - i. Compliance & Safety
  - ii. Working condition and savings
  - iii. Maintenance
- e. Please note that oneSolar is unable to take over warranties for systems installed by someone else.

Annexure “B”: PRODUCT WARRANTY STATEMENT

Product Warranties

In addition to any warranties arising in law:

1. The manufacturer of each of the major components has warranted their product in accordance with its warrantee provisions, which warrantee shall be provided to the Customer on the date of installation together with oneSolar’s invoice.
2. The manufacturer of each of the minor components of the Product has warranted each minor component for a period of not less than 6 (six) months in accordance with its warrantee provisions, which warrantee shall be provided to the Customer on the date of installation together with oneSolar’s invoice.
3. The manufacturer’s warrantee in respect of each component does not include the labour costs involved in the replacement of the relevant minor component.

Service Warranties

In addition to any warranties arising in law:

1. oneSolar shall install the product in accordance with SABS standards and upon request of the customer issue both a Certificate of Compliance from the Plumbing Industry Registration Board (PIRB) and an electrical Certificate of Compliance signed by a Department of Labour registered electrician which shall be provided to the customer. Such CoC’s will be charged for in accordance with Annexure “A”.
2. This warranty provided by oneSolar refers only to the workmanship on installations carried out by oneSolar and is only valid if the Customer has paid all amounts due by it in terms of this Agreement.

Terms of Warranties:

3. It is the Customer’s responsibility to keep his invoice as proof of the purchase date and, if required by the manufacturer of the Product, to register his warranty with the manufacturer.
4. Any work to be performed by oneSolar pursuant to a claim on the warranty will be carried out during ordinary working hours (Monday to Friday from 08H00 to 17H00).
5. Re-settings and performance problems due to a failure in electricity or water supply do not fall within the ambit of these warrantees. Consequently, call-outs to fix these problems will be charged for according to the rates provided for in Annexure “A”.



### Annexure "C"- Maintenance Agreement

oneSolar shall maintain the Product and provide annual service inspections at the rates provided for in Annexure "A" for the warranty period identified in Annexure "B". The Customer shall book such annual services with oneSolar on at least 30 days' notice.

The on-going maintenance and annual services shall be provided subject to the following conditions:

1. Service Calls will only be done for customers whose accounts are paid in full.
2. A Service Call Fee will be charged on any unnecessary call out (nothing is wrong) or if the customer failed to provide access to the property.
3. Replacement of official application documents are charged at a Standard Service Call Fee. This excludes possible additional charges for the re-issuing of CoC's.
4. Service Call Fees are charged according to the Service Call Price List as provided for in Annexure "A", which fees shall escalate annually by 10% (ten percent).
5. Service Call Fees do not include any parts needed to repair the fault.
6. The technician's time is calculated upon arrival on site. Driving time is not charged for.
7. Parts needed for the repair of the system are not included in the Service Call Fee and will be charged separately.
8. Should a second visit be necessary, another Service Call Fee will be charged if such second visit is not due to the fault or negligence of the technician.
9. Second visits shall only be completed after the first visit has been paid up by the Customer.