

Terms and Conditions

Soly SA Projects (Pty) Ltd.



Accessible, efficient, available everywhere and without emissions or nuisance. The sun brings energy to our lives and a smile on our face. By using its inexhaustible source, we also ensure a cleaner and better world. That is why we want to make as much of its sustainable energy available as possible. Solar energy for everyone. **It's possible.**

These general terms and conditions govern the agreements that we will make, or have made, with each other about the sale of and installing the Solar Energy Solutions on your Property ("**Agreement**").

IMPORTANT:



Please read these terms and conditions carefully as they form a legally binding contract between us on which we intend to rely in the event that you breach them or don't fully comply.

We recommend that you take independent legal advice in respect of this Agreement, particularly if you have any questions in relation to it.

By entering into this Agreement (according to clause 3) you are providing your express consent to us immediately starting any services and we will immediately take steps to commence the services. If you terminate this Agreement you may therefore be charged in respect of any services we have provided.

We will require a deposit to be paid when we sell the Solar Energy Solutions. If this Agreement is cancelled or you do not end up purchasing the Solar Energy Solutions then in some circumstances the deposit will be refunded, and in some circumstances it will not. See clause 4 for more information.

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1. Definitions

Terms and Conditions: means these terms and conditions which contain legal obligations (to do what is required, necessary or expected between us and you) and contains important information about the Products and Services we provide you.

Work: all work performed by Soly for you, including the installation and assembly of the Solar Energy Solutions, repairing damage based on a warranty claim and other additional work.

Soly: Soly SA Projects (PTY) Ltd. incorporated and registered in Cape Town with company number 2020/441868/07 with its registered office at 32 Somerset Rd., 8001, Cape Town.

You, you, your: every person with whom Soly enters into an Agreement or makes an offer.

Installer: an employee of Soly or a third party hired by Soly who mounts and installs the Solar on the Property.

Agreement: any agreement, written or oral, made between you and Soly.

Order: an order for Solar Energy Solutions based on the offer, quotation or proposal provided by Soly to you.

Solar Energy Solutions/Products: the solar power system and the associated materials and products, which are the subject of the Agreement.

Property: the location designated by you that is part of the Agreement and at which the Solar Energy Solutions are installed by Soly.

We, we, and us: means Soly.

Writing, written: includes email.

2. Applicability

- 2.1. These terms and conditions apply to (i) any offer or quotation provided to you by Soly if Soly makes you an offer, or (ii) you have placed any order for Solar Energy Solutions which has been accepted by us pursuant to clause 4, or (iii) you, if Soly performs Work for you, or (iv) Soly has to carry out any repair Work or have it carried out. In all cases in (i) – (iv) Soly works exclusively on the basis of these Terms and Conditions.
- 2.2. In the event that specific product or service conditions (of suppliers or Installers) apply in addition to these Terms and Conditions, those terms and conditions also apply to the Agreement. We always inform you about these terms. We will tell you in writing if any information changes. If you are unhappy with these additional terms you can contact our customer service team via our website: <https://soly.co.za> to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for Solar Energy Solutions not provided.
- 2.3. Any changes to these Terms and Conditions, Soly's offer or from the Agreement are only applicable to Soly if they have been accepted in writing by Soly by an employee authorized to represent Soly.

3. The agreement

- 3.1. All offers, proposals and quotations from Soly are based on the information you have provided to us and are only valid for 14 days from the date we sent the offer, proposal or quotation to you. All offers, proposals and quotations are considered an offer and will only become binding once we confirm in writing that your Order for Solar Energy Solutions has been accepted by us. You will receive our acceptance via the Soly app.
- 3.2. All information provided by Soly (including, quotes, payback periods, yields and/or other indications of the Solar Energy Solutions and/or the Work) is for information purposes only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to provide accurate information, we make no promises that this information is accurate, complete or up to date.
- 3.3. A binding agreement is concluded between us and you for the supply of Solar Energy Solutions to you at the moment that Soly informs you in writing that your Order has passed the technical inspection and your Order has been accepted. We may reject an order if the installation is technically not possible,

the Order infringes a legislation, a modification will incur more costs or the modification will cause the Solar Energy Solutions to no longer cover the expected returns. Once we reject an Order we will refund any payments you have made in advance and we will not be liable for any damages.

- 3.4. By placing an Order for Solar Energy Solutions you are confirming to us that:
 - a. you are the owner of the relevant Property or you can provide Soly with a letter from the owner of the Property confirming approval of the Work..
 - b. you have answered all questions truthfully, do not withhold any information and have fully provided all information requested by Soly, or will make it available to Soly and that all such information is true and accurate.
 - c. the roof construction and Property is sound, without imperfections and/or defects, suitable for installing and connecting the Solar Energy Solutions.
 - d. the meter box is suitable for connecting or installing the Solar Energy Solutions.
- 3.5. If any of the statements in paragraph 4 above are not true or are inaccurate we may end the contract between you and us, Soly will inform you about this in writing or digitally as soon as possible. If we end the Agreement for this reason then we will not compensate you and you will be required to pay a cancellation fee of R 11607,00.
- 3.6. You can enter into an Agreement with Soly together with someone else. In that case, you are both jointly and severally liable for the obligations under the Agreement and these Terms and Conditions. This means that you are both jointly and separately liable for any breaches of the Agreement and we may pursue you together or individually in respect of such breaches. As soon as one of you is unable to do what is required, necessary or expected, the other must do what is required, necessary or expected.

4. Changes to the Agreement

- 4.1. You can propose a change to the Agreement in writing to Soly. In particular, Soly has the right to reject proposed changes and/or to propose changes on its part. The changes to the Agreement start from when Soly accepts the changes by informing you in writing. If the changes cause higher costs, these will be charged to you.
- 4.2. Soly has the right to refuse changes to the Agreement and/or to attach further conditions to the delivery and performance of the Agreement. Changes will always be communicated to you. If Soly proposes changes, you have the right

to accept the higher costs, or cancel the Agreement and obtain a refund less the costs for any work Soly have already done.

- 4.3. In exceptional cases it may happen that the agreed Solar Energy Solutions are no longer available or can no longer be delivered. If required, Soly may deliver similar or better Solar Energy Solutions to you. You may not cancel the Agreement if Soly provides you with similar or better Solar Energy Solutions if they have the same or similar functionality as the Solar Energy Solutions ordered by you.
- 4.4. Soly is not liable to you for any losses caused by changes, suspension or cancellation of any system of subsidies, tax benefits and/or other favorable tax measures applicable to the Solar Energy Solutions.

5. Right of withdrawal

- 5.1. This article applies at the moment that you as a consumer have concluded an Agreement with Soly that was not concluded in a store but 'at a distance'. This means if you placed an Order for Solar Energy Solutions online or over the telephone and we accepted the Order online or over the telephone, you have a legal right to change your mind and end the Agreement without giving reasons during a cooling-off period of 14 days. The cooling-off period starts on the day after the Solar Energy Solutions have been delivered such that they are in your possession.
- 5.2. You may not end the Agreement if the Solar Energy Solutions have been made on the basis of your specifications or are clearly personalised. Soly may decide for any reason whether Solar Energy Solutions are considered to be made based on your specifications or are clearly personalised.
- 5.3. You can make use of your right of cancellation during the cooling-off period by contacting Soly's customer care via the contact page on the website or by mail and submitting the cancellation form annexed to these terms and conditions to us at info@soly.co.za within the period stated in paragraph 1 of this Article. Customer care will provide you with the cancellation form.
- 5.4. Once the Solar Energy Solutions have been delivered and are in your possession, costs for the Solar Energy Solutions will be charged. You can request these costs by contacting Soly's customer care at info@soly.co.za or +27 (0)21 012 5555. Disassembly may only be carried out by a Soly Installer and you have to give us access to the Property / the opportunity to disassemble the Solar Energy Solutions.

- 5.5. During the cooling-off period, you must handle the Solar Energy Solutions and the accompanying (packaging) materials with care. If you handle the Solar Energy Solutions in a way which would not be acceptable in-store, we may reduce your refund, to compensate us for its reduced value. After delivery, you are responsible for the Solar Energy Solutions, which means that depreciation and damage to the Solar Energy Solutions are for your account.
- 5.6. If you cancel the Agreement within the 14 day cooling-off period, Soly will dismantle the Solar Energy Solutions. Soly is not obliged to restore walls, ceilings, roof tiles and other items that have been affected by the assembly and/or disassembly of the Solar Energy Solutions to their original condition.
- 5.7. Refunds: where a refund is due to you we will refund you using the original payment method you used and will make the payment to you within 14 days. You are also required to pay for any services we provided prior to you notifying us that you wish to terminate the Agreement. This amount (if not already paid by you) will be deducted from any refund and if any further sums are due from you in respect of such services then we will raise an invoice in respect of such services and you must pay it in accordance with these terms and conditions.

6. Engagement of third parties

- 6.1. Soly can make use of the services of other companies to carry out certain Work and/or to supply, install or dismantle the Solar Energy Solutions. We will ensure that the use of services of other companies will not affect your rights under the Agreement. Soly will only inform you of this if your rights will be affected under the Agreement. These Terms and Conditions also apply to third parties engaged by Soly.

7. Prices

- 7.1. The price of the Solar Energy Solutions and the Work is determined in the Order/Agreement. The Order/Agreement describes what will be delivered for the agreed price and what Work is involved. Unless stated otherwise, the prices are exclusive of VAT.
- 7.2. The installation costs (exclusively) include: the use of materials and parts belonging to the Solar Energy Solutions and any minor necessary construction work.

- 7.3. Circumstances may arise during the performance of the Work that Soly could not take into account in advance. As soon as Soly believes there is additional work, this extra Work will be carried out after consultation with you and charged to you. If you choose to terminate the Agreement, you are required to pay for any services we provided prior to you notifying us that you wish to terminate the Agreement. This amount (if not already paid by you) will be deducted from any refund and if any further sums are due from you in respect of such services then we will raise an invoice in respect of such services and you must pay it in accordance with these terms and conditions.
- 7.4. In the event of an increase in cost-determining factors after the conclusion of the Agreement but before delivery of the Soly Energy Solutions, Soly has the right to increase the agreed price. Adjusted prices will be communicated to you as soon as possible. You may cancel the Agreement on the basis of this price change. If you cancel the Agreement under this section then we will refund you for all sums paid in advance in respect of which you have not received any services.

8. Billing and Payment

- 8.1. Unless otherwise agreed with you in the Agreement, you must pay by electronic transfer to our bank account, a deposit within three (3) days after receiving confirmation of acceptance of your Order from us, You must pay the remainder of the invoice within three (3) days after delivery of the Solar Energy Solutions (where delivery is explained in Article 12 below of these Terms and Conditions). In the event of late payment, Soly is authorized to suspend (further) provision of the Solar Energy Solutions or the Works to you.
- 8.2. Your payment is overdue if you have not paid the full invoice within 3 days after delivery of the Solar Energy Solutions. In the event of late payment, all amounts owing by you to Soly are immediately due and payable, without further notice of default being required. In the event of late payment, Soly is authorized to suspend (further) provision of the Solar Energy Solutions or the Works to you.
- 8.3. In the absence of payment on the due date of all or part of the invoice, collection costs will be charged equal to the maximum collection costs as prescribed by law. In addition, we charge interest on all overdue amounts, without having to first notify you. Interest will be charged on the overdue amount at the rate of 4% a year. The interest accrues on a daily basis (meaning the amount of interest will be added to the overdue sum each day) from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 8.4. All reasonable legal and collection costs related to the collection of any claim are for your account.
- 8.5. Without written permission from Soly, you are not permitted to suspend the payment obligation(s) towards Soly. Complaints, warranty claims and/or other claims do not suspend your payment obligations towards Soly but you may set-off any sums properly due to you against any sums you owe to us.

9. Obligations before commencing the Work

- 9.1. Before commencing the Work, you must, at your own expense and risk:
 - a. ensure that the designated location of the Solar Energy Solutions is suitable for mounting and installation of the Solar Energy Solutions. The location must be empty, tidy and clean.
 - b. arrange the necessary permits, approvals and/or approvals from the owner of the Property.
 - c. ensure that you have a proper and necessary main meter that can return energy for the use of the Solar Energy Solutions. For (additional) information about performing these activities, please contact Soly's customer care or your own network operator.
 - d. ensure that the Installer, the Solar Energy Solutions and the materials will be able to access the location where the Solar Energy Solutions are to be installed. You are responsible for the Property and you are required to take all appropriate measures to prevent damage to persons, Solar Energy Solutions and/or materials.
 - e. to have a working internet connection and access to the network, unless agreed otherwise in writing. The WiFi strength must be suitable to be connected to the Solar Energy Solutions (via the inverter). For this it is necessary, among other things, that you have the WiFi password.
 - f. ensure that the roof section on which the Solar Energy Solutions will be installed is suitable, in good condition and free of defects at the time of installation of the Solar Energy Solutions.
 - g. to ensure that you are present at the Property on the day that the Solar Energy Solutions are installed by (an Installer of) Soly.
 - h. to have at least fifteen (15) spare roof tiles that can be installed on the roof by (an Installer of) Soly if 'old' roof tiles are damaged during the performance of the Work.

- 9.2. If, in the opinion of (the Installer of) Soly, you have not or insufficiently arranged the conditions referred to in the previous paragraph, the Work cannot be performed. A new day for installation will be agreed with you and the extra costs that Soly will incur will be charged to you as 'additional work'.

10. Installation

- 10.1. The Work for the installation of the Solar Energy Solutions in the Property will be performed exclusively by (an Installer of) Soly. On the day of the Work, (the Installer of) Soly will determine whether the installation plan as agreed in the Offer/Order is possible. If necessary, the installation plan can be deviated from in consultation with you.
- 10.2. Before carrying out the Work, the Installer can assess by means of an inspection whether the Property is suitable for installing Solar Energy Solutions and it can be assessed how and whether the Solar Energy Solutions can be installed. The decision of the suitability of your Property for carrying out the Work is decided only by Soly or an Installer of Soly. The Installer does not check the condition and/or the load-bearing capacity of the roof of the Property. The inspection is therefore not a (construction) technical inspection, but only an assessment by the Installer of whether the Solar Energy Solutions can be installed. There is no obligation for Soly to warn about the condition of the roof of the Property.
- 10.3. Soly reserves the right (on the day of installation) to postpone, not carry out or discontinue the installation Work, if, after the assessment of (an Installer of) Soly:
- a. you have not complied with the conditions as described in Article 9 of these Terms and Conditions;
 - b. it is established that the safety of (an Installer of) Soly employees is or may be at risk;
 - c. the location is not sufficiently accessible/available;
 - d. the roof tiles and/or roof construction are not suitable;
 - e. asbestos and/or other harmful substances are found;
 - f. a dangerous situation is found in the meter cupboard;
 - g. the location – in Soly's opinion – turns out to be unsuitable for whatever reason;
 - h. it is not possible to work (safely) due to weather influences;

- i. it appears that the installation cannot be delivered in full due to the actions of third parties and/or you.
- 10.4. If it appears before and/or during the performance of the Work that you have provided incorrect and/or incomplete information or did not do any of the preparatory work as informed by Soly, as a result of which the Work cannot be performed, Soly is entitled to charge you for additional costs incurred by it.
- 10.5. If you have not met the conditions from Article 9 of these Terms and Conditions, as a result of which (the Installer of) Soly must perform certain (additional) Work to make the Property suitable for the performance of the Work, you bear the responsibility and the additional costs for making the Property suitable.
- 10.6. If an inverter is placed in the Property for the installation of the Solar Energy Solutions, you confirm and also agree that this inverter may make a humming sound and ticking noise when the installation is activated. The inverter must be kept clear at all times so that it has sufficient ventilation.
- 10.7. If Soly postpones the Work on the basis of this Article you are not entitled to terminate the Agreement as a result or in connection with such postponement. Soly is not liable for any damage (including any damage or consequence that is too unlikely to have been thought of or within the minds of the parties at the time of the Agreement) suffered by you as a result of not being able to perform the Work.

11. Deadlines

- 11.1. The day of the Work will be agreed between you and Soly. The installation of the Solar Energy Solutions always depends on various (unforeseen) factors such as the weather, deliveries by suppliers and availability of materials from third parties and installers. We will not be liable or responsible to you for any delays in providing the Products or installation of Solar Energy Solutions where this is caused (in whole or in part) by an event outside of our control, including those examples described above or due to fire, flood, pandemic, epidemic, acts of good, earthquake, drought, or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, or any change of law.
- 11.2. You can change a scheduled day for the performance of the Work free

of charge up to seven (7) days before the start of the scheduled day. An appointment can be rescheduled by contacting Soly's customer care at +27 (0)21 012 5555 or info@soly.co.za. As soon as you want to move/cancel an appointment within 7 days of the start of the scheduled day for installation, costs may be charged. In that case, Soly will charge you R 3.500,00 for the extra costs that Soly needs to make.

12. Delivery

- 12.1. The place of delivery is the address of the Property that you have provided to Soly.
- 12.2. Delivery is completed when the Solar Energy Solutions are installed, mounted and the monitoring is connected. If the connection of the monitoring is unsuccessful because you do not have access to the internet (for example because you do not have the WiFi password or that the WiFi signal appears to be too weak), the Installer will inform you of the unsuccessful connection and that you will be responsible for connecting the monitoring. You will receive instructions from Soly on how to complete this connection on your own. In this case, the Solar Energy Solutions are considered to be delivered once you are informed by Soly or the Installer that you will be responsible for connecting the monitoring.
- 12.3. The Solar Energy Solutions are deemed to have been delivered;
 - a. after completion of the Work by (the Installer of) Soly, or
 - b. if the installation cannot be carried out within one working day, when storage of the Solar Energy Solutions (at the Property) is required, or
 - c. if the Work has been carried out and – in the opinion of Soly – only minor finishing Work remains (including possibly connecting to the WiFi network, installing applications and repairing any damage).
- 12.4. After delivery, you are responsible and carry all loss and the risk in the Solar Energy Solutions, even if ownership has not yet been transferred to you in accordance with Article 13 of these Terms and Conditions.
- 12.5. If the Solar Energy Solutions delivered do not exactly match the specifications in our acceptance of your Order but have the same or similar functionality, you will not acquire rights to claim compensation and/or cancel the Agreement.
- 12.6. Upon delivery, the Installer and you sign the delivery form. If you refuse to sign

the delivery form, the Solar Energy Solutions will continue to be considered 'delivered' in accordance with this Article and you will remain responsible and carry all loss and risk in the Solar Energy Solutions.

- 12.7. If you do not accept the Installers to do the Work upon the agreed installation day, all costs and damage that Soly suffers as a result (such as transport, storage and retention costs) will be for your account.

13. Retention of Title

- 13.1. The Solar Energy Solutions supplied by Soly remain the property of Soly until you have paid all amounts owed to Soly under the Agreement(s) concluded with you.
- 13.2. Until the transfer of ownership of the delivered Solar Energy Solutions, you must clearly designate the Solar Energy Solutions as property of Soly for third parties (including potential buyers, bailiffs, receivers and the like) and you are not permitted to allow third parties the use of, sell, rent out, pledge, transfer, charge or otherwise encumber the Solar Energy Solutions without written permission from Soly.
- 13.3. Soly has the right to remove the Solar Energy Solutions delivered if you do not comply with your obligations under the Agreement and these general Terms and Conditions. The costs that Soly has to incur to remove the Solar Energy Solutions and the damage (including decrease in value of the Solar Energy Solutions) that Soly suffers as a result, are for your account.

14. Post-Work Obligations

- 14.1. After the Work has been performed by (an Installer of) Soly, you are responsible for the operation of the Solar Energy Solutions. In order for the Solar Energy Solutions to work, you must at your own expense and risk:
 - a. immediately report malfunctions and defects to Soly in writing.
 - b. to (continue to) use the Solar Energy Solutions in accordance with the purpose.
 - c. to take care of the maintenance of the Solar Energy Solutions, which in any case includes keeping the panels shade-free, taking measures against animals that can affect the panels and any cleaning of the Solar Energy Solutions in case of visible damage, by a professional organization.

- d. to (continue to) follow the instructions for use of the Solar Energy Solutions.
 - e. check the operation of the Solar Energy Solutions monthly by viewing the yields on the online monitoring system or via the inverter display.
- 14.2. If you do not comply with these obligations, any guarantees granted will immediately lapse. Any (consequential) damage resulting from the failure to report a defect and/or damage in time will be at your expense and risk.

15. Moving to a new property or you have sold your property.

- 15.1. If you want to take the Solar Energy Solutions with you to your new Property, You can contact Soly's customer care to request the options, the amount of the costs and/or to initiate the relocation of the Solar Energy Solutions. The Solar Energy Solutions can be damaged when moved. The risk for dismantling, moving and reinstalling the Solar Energy Solutions lies with you. Soly is not liable for damage caused by disassembling, moving and reinstalling the Solar Energy Solutions if Soly caused any damage while exercising reasonable skill and care by Soly. Moving, dismantling and reinstalling the Solar Energy Solutions must always be done by a Soly Installer. As soon as you choose to have this Work carried out by another company, any guarantees will immediately lapse and Soly cannot be held liable for damage, malfunctions and/or damage to and/or the Solar Energy Solutions.
- 15.2. If you have sold your property, you can transfer this Agreement to the buyer of the Property if Soly agrees in writing to the transfer. If Soly agrees to the transfer of the Agreement, the buyer will be responsible for the obligations under the Agreement and these Terms and Conditions, including payment of the purchase price of the Solar Energy Solutions and being able to invoke (any) guarantees will apply. You can contact Soly's customer care via our website to request transfer of the Agreement.
- 15.3. Will you die before you have paid the full purchase amount? In that case, the Agreement does not end and your heirs and/or surviving relatives can contact Soly's Customer Care. Soly can ask the heirs and/or surviving relatives to submit a death certificate. Within two weeks after death, an authorized person must contact Soly to prevent Soly from starting a collection procedure. In the event of death, surviving relatives/heirs can choose from several options:
- a. a transfer request can be requested in accordance with paragraph 2 of this article, after which the remaining amount can be paid so that ownership of the Solar Energy Solutions will pass to the surviving relatives/heirs; or,

- b. the Solar Energy Solutions can be removed from the Property at a price to be determined by Soly and moved to another Property. The costs for disassembling, moving and installing are borne by the surviving relatives/heirs; or,
- c. the new occupant of the Property can take over the Solar Energy Solutions in accordance with paragraph 2 of this article.

16. Warranties

You have rights if there is something wrong with your product

If you think there is something wrong with your Solar Panel, you must contact our customer care via our website. We honor our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions.

In addition to your rights above, the following terms apply to warranties:

- 16.1. As soon as the Solar Energy Solutions show defects to which the warranty conditions apply and those defects do not fall under the exceptions of paragraph 4 of this Article, you can report this to Soly as described in Article 18 of these Terms and Conditions.
- 16.2. If you use the Solar Energy Solutions and products supplied in accordance with our instructions and the instructions of use provided to you, the warranty will apply. The warranty consists of:
 - a. **Product warranty:** also referred to as manufacturer's warranty as indicated by the supplier of the Solar Energy Solutions and stated in the Agreement. This warranty is limited to the repair or delivery of similar products, unless otherwise stated in the Agreement. The product warranty expires if the supplier of the Solar Energy Solutions and products can no longer offer warranties – whether or not due to unforeseen circumstances. The cost of replacing the Solar Energy Solutions and products is not covered by the product warranty.
 - b. **Installation/system warranty:** the warranty that the system of the Solar Energy Solutions will function properly during the term offered in the Order/ Agreement, which includes all parts of the Solar Energy Solutions such as the panels, optimizers, cabling and other installation materials. This warranty covers, for example, loosened cable connection or fasteners as a result of a normal storm. Complications in the Solar Energy Solutions that can be traced back to the system of the Solar Energy Solutions will be repaired by us free of charge under the terms of these Terms and Conditions. Problems

or defects that are not directly related to the Solar Panel system are not covered by this warranty.

- c. **Assembly guarantee:** the warranty that the installation work has been carried out properly and in accordance with the standards applicable at the time of installation by the Installer, such as the cabling that has been attached and the panels that have been mounted correctly. The installation warranty applies up to two years after delivery of the Solar Energy Solutions. Costs may be charged to you for invoking an installation guarantee. Soly will inform you about this before we carry out the Work.

16.3. Save in respect of your legal rights as described above, Soly is only bound by any agreed guarantees if and insofar as it in turn has obtained a guarantee(s) from the relevant supplier (or other third party).

16.4. No warranty claim will be accepted by Soly if:

- a. damage and/or defects/defects to the Solar Energy Solutions are caused by overdue maintenance, neglect, (normal) wear and tear, incorrect use and/or by you (whether consciously or not);
- b. damage and/or defects/defects to the Solar Energy Solutions have arisen that cannot be traced back to work carried out by an employee and/or Installer of Soly;
- c. there are mutual color differences and/or discolorations of the Solar Energy Solutions;
- d. damage and/or defects/defects to the Solar Energy Solutions have arisen because the roof cannot support the extra ballast of the Solar Energy Solutions;
- e. there is damage and/or defects/defects to the Solar Energy Solutions and/or parts supplied by third parties;
- f. damage and/or defects/defects to the Solar Energy Solutions have arisen because you have not complied with the obligations under the Agreement and these Terms and Conditions;
- g. damage and/or defects/defects are caused by external factors, including but not limited to fire, short circuit, defects in the electricity network, water damage, defects in the fuse box, lightning, vandalism, theft, damage by animals and/or people, extreme weather conditions and contact with chemical substances.

16.5. After the expiry of a warranty period as stated in the Agreement, any further liability is excluded by us. These warranty conditions do not affect your statutory rights.

- 16.6. A successful warranty claim means that Soly will, at its option, repair, resupply, replace, redo, compensate for the relevant Work performed and/or the Solar Energy Solutions delivered, or refund (part of) the price paid by you.
- 16.7. In the event of a possible replacement or repair of (parts of) the Solar Energy Solutions, Soly can – without incurring and/or being liable for damages to you – supply a different model / brand of (the part of) the Solar Energy Solutions than the originally delivered one. These parts/systems will be comparable or better than the (parts of the) Solar Energy Solutions supplied. Soly does not guarantee that identical products, materials and/or colors will be delivered and/or used.
- 16.8. Maintenance and repairs may only be carried out on behalf of or by Soly in order to retain the warranties.

17. Damage to the Property or Solar Energy Solutions

- 17.1. As soon as the Installer has caused visible damage to the Solar Energy Solutions and/or to the Property during the performance of the Work, you are required to promptly report this to Soly. If, within two years of delivery, you become aware of damage to the Solar Energy Solutions or the Property which is not visible and has been caused by the Work, you can report this to Soly following the procedure described in Article 18 of these Terms and Conditions.
- 17.2. The handling of the damage to the Property or Solar Energy Solutions by us, or our insurer, is separate from your payment obligation. You are still required to pay us in accordance with Article 12 of these Terms and Conditions if the Solar Energy Solutions have been delivered by us but you may set off from sums owed to us any some which we properly owe to you as a result of damage caused by us or our Installer.
- 17.3. If it turns out that the roof and facade construction during the performance of the Work or afterwards (will) show invisible imperfections and/or defects, Soly cannot be held liable for this.
- 17.4. The terms of Article 19 of these Terms and Conditions will apply to any claim made by you against us for damage to the Solar Energy Solutions or the Property.

18. Notification

- 18.1. You are responsible for reporting a defect or damage to/in the Solar Energy Solutions or your Property and for invoking warranty(s) and/or submitting any complaint about the performance of the Agreement.
- 18.2. A report based on paragraph 1 must be reported to Soly promptly, clearly described and if possible with photos by contacting customer care. If a report is not made in time, you will lose all rights in this regard.
- 18.3. After your report is made, then with your approval, a Soly Installer will come and assess the damage or assess the defect in the Solar Energy Solutions. If it appears from the Installer's assessment that the cause lies with (an Installer of) Soly or the Solar Energy Solutions, Soly will pay the costs for the Installer's visit. If the Installer's assessment finds that the damage/defect was not caused by (an Installer of) Soly or the Solar Energy Solutions, the 'Installer's research costs, hours and transport incurred by Soly will be for your account.
- 18.4. As soon as the Installer has indicated in its advice that you may submit a warranty claim or that Soly could be liable for the damage suffered by you, Soly will assist you with the warranty procedure in accordance with Article 16 of these Terms and Conditions for submitting a warranty claim. The terms of Article 19 will apply to any amounts claimable from us under a warranty claim.

19. Liability

- 19.1. Soly will perform the Agreement with reasonable skill and care.
- 19.2. Soly is not liable for damage caused by the assembly/disassembly of the Solar Energy Solutions. Soly is not obliged to restore walls, ceilings or other items (including discolourations) that have been damaged by assembly/disassembly/use (in original condition).
- 19.3. Soly is not liable for damage caused by your failure to fulfill your obligations towards Soly, including in any case the obligations arising from the Agreement and these Terms and Conditions, or the damage that arises because you have provided Soly with incorrect information.
- 19.4. Soly is only liable for direct damage suffered by you. Soly is therefore never liable for damage suffered by you which has a consequence that is too unlikely to have been thought of or within the minds of the parties at the time of the Agreement. Examples are loss of income, lost turnover/profits, or any professional and/or business damage or loss.

- 19.5. Nothing in these terms and conditions limits or excludes our liability where it would be unlawful to do so. This includes death or personal injury caused by negligence, fraud or fraudulent misrepresentation or for any breach by us of consumer protection laws where liability cannot be excluded.
- 19.6. Soly is not liable for the consequences of changes in tax and/or energy legislation if the revenues or savings from the Solar Energy Solutions become lower than at the time of the conclusion of the Agreement.
- 19.7. Soly is not liable if the obligations under the Agreement cannot be fulfilled because of an event outside of its control. This includes adverse weather, fire, flood, pandemic, epidemic, acts of god, earthquake, drought, or other natural disaster, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, or any change of law. In such an event, Soly will take reasonable steps to minimize the impact of the delay and is entitled to suspend the performance of the Agreement for the duration of the relevant event or to cancel the Agreement in whole or in part, without Soly being liable to pay you any compensation.
- 19.8. If you break this Agreement for example by not properly or timely comply with something you are required to do or not to do, we may at any time (i) suspend performance of the Agreement or, (ii) cancel part of the Agreement. In each case of (i) and (ii) we will not be liable to you.

20. Privacy

- 20.1. Soly must process your personal data for the implementation of the Agreement. In the performance of the obligations under the Agreement, Soly will comply with the applicable laws and regulations regarding the protection of personal data. For more information about the processing of personal data, Soly refers you to the privacy statement on the website which can be found here: https://soly.co.za/app/uploads/2023/02/PrivacyNotice_ZA.pdf.
- 20.2. You give Soly permission to share your customer data with necessary third parties, including the Installer.

21. Intellectual Property Rights

- 21.1. All (information contained in) offers, quotations, designs, images, drawings, etc. and the related rights of industrial and intellectual property or equivalent rights (including copyrights, patent rights, etc.) and know-how are the property of Soly.
- 21.2. You are not permitted to copy the property rights referred to in the previous paragraph in whole or in part, to hand them over to third parties or to make them available for inspection and/or to communicate the contents thereof to third parties, unless Soly has granted prior written permission for this.

22. Other Provisions

- 22.1. Soly may (unilaterally) change and/or supplement the Terms and Conditions at any time it wishes, on the understanding that the change will take effect if you have accepted it. If Soly is required by the government to make changes to the Agreement include changes for minor technical adjustments and improvements for example to address a security threat) or changes that do not affect your use of the Solar Energy System. You hereby agree to these changes to the Agreement.
- 22.2. Nobody else may enforce any rights under this Agreement as well as a waiver clause.
- 22.3. Soly has the right to transfer the Agreement to another party without your prior consent.
- 22.4. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 22.5. In all cases where the Agreement ends, the Terms and Conditions will continue to govern the legal relationship between you and us as required by a party to enforce its rights under this Agreement.
- 22.6. These terms are governed by South African law and wherever you live you can bring claims against us in the South African courts.

Other Model Cancellation Form

Complete and return this form only if you wish to withdraw from the Agreement. Nobody else may enforce any rights under this Agreement as well as a waiver clause.

Customer details Strike out what does not apply

I We hereby give notice that I We cancel my our contract of sale of the following goods:

Ordered on received on :

Signature of the consumer(s)

Name of consumer(s)	Address of consumer(s)
_____	_____
Signature	

Date	Place
