

TERMS AND CONDITIONS OF SUPPLY OF GOODS TO RESELLERS

1. INTERPRETATION

- 1.1. Definitions: In these Conditions, the following words shall have the following meanings:
- 1.1.1. Business Day: a day other than a Saturday, Sunday, bank or public holiday in South Africa;
- 1.1.2. Buyer: the purchaser of the Goods from the Supplier.
- 1.1.3. Contract: the contract between the Supplier and the Buyer for the sale and purchase of the Goods in accordance with these Conditions, which shall comprise these Conditions, the relevant Order and any other documents incorporated into these Conditions by reference.
- 1.1.4. Delivery Point: the location set out in the Order or such other location as is agreed in writing between the Supplier and the Buyer. In the absence of any location specified in the Order or otherwise agreed between the Parties, the Delivery Point shall be the Buyer's principal place of business.
- 1.1.5. Force Majeure Event: as defined in condition 13.
- 1.1.6. Goods: the goods (or any part of them) set out in the Order.
- 1.1.7. Group: means in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.
- 1.1.8. Holding company and subsidiary: means a "holding company" and "subsidiary" as defined in the Companies Act 71 of 2008.
- 1.1.9. Manufacturer: the manufacturer of the relevant Goods.
- 1.1.10. Manufacturer's Specifications: any description or specification for the Goods included in any catalogues, brochures or other materials published by or on behalf of the Manufacturer.
- 1.1.11. Order: the Buyer's order for the Goods, as set out in the online order form submitted by the Buyer, the Buyer's purchase order form, the Buyer's written acceptance of the Supplier's quotation, overleaf, or as otherwise submitted by the Buyer to the Supplier, as the case may be.
- 1.1.12. Returned Goods: all Goods returned to the Supplier in accordance with condition 9.
- 1.1.13. Supplier: SegenSolar (Pty) Ltd whose registered office is at 245 Masjien Street, Strijdom Park, Gauteng, 2194, SA.
- 1.1.14. Supplier's Premises: 245 Masjien Street, Strijdom Park, Gauteng, 2194, SA

2. THE CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2. The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions.
- 2.3. The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, or, if earlier, when the Supplier dispatches the relevant Goods for delivery, at which point the Contract shall come into existence.
- 2.4. Any quotation for the Goods provided by the Supplier shall not constitute an offer. Unless otherwise expressly set out therein, a quotation shall only be valid for a period of 30 days from the date of issue. Any acceptance by the Buyer of a quotation from the Supplier shall constitute an Order (which is subject to acceptance by the Supplier in accordance with these Conditions).
- 2.5. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, order confirmation, specification or other document shall form part of the Contract.
- 2.6. No variation to these Conditions shall have effect unless expressly agreed in writing by the Supplier and the Buyer.

3. DESCRIPTION

- 3.1. The quantity and description of the Goods shall be as set out in the Order.
- 3.2. The Supplier shall have no liability in respect of and does not provide any warranty in relation to the Manufacturer's Specifications, whether the same have been supplied by the Supplier to the Buyer or not.

4. PRICE

- 4.1. The price payable for the Goods shall, unless otherwise expressly agreed in writing between the Supplier and the Buyer, be the price set out in the Order, or, if no price is set out in the Order, the price set out in any quotation provided by the Supplier to the Buyer which has been accepted by the Buyer within the time period for acceptance as referred to in condition 2.4 (where such a quotation exists), or where no such quotation exists, the price set out in the Supplier's published list as at the date when the Order is submitted to the Buyer.
- 4.2. The price of the Goods is exclusive of all taxes (including without limitation value added tax), duties and levies (or local

equivalents), which shall be payable by the Buyer, subject to receipt of an invoice, at the applicable rates.

- 4.3. The price of the Goods is exclusive of the costs of carriage and insurance to the Delivery Point, which shall be payable by the Buyer and the Buyer shall be responsible for off-loading the Goods at the Delivery Point.
- 4.4. The Supplier may, by giving notice to the Buyer at any time before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 4.4.1. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
- 4.4.2. any request by the Buyer to change delivery date(s), Delivery Point, quantities or types of Goods ordered; or
- 4.4.3. any delay caused by any instructions of the Buyer or failure of the Buyer to give the Supplier adequate or accurate information or instructions.

5. PAYMENT

- 5.1. The Supplier may invoice the Buyer for the Goods and any costs in respect of carriage and / or insurance payable by the Buyer on or at any time following acceptance of the Buyer's Order for the Goods.
- 5.2. Unless the Supplier has agreed to an alternate credit period in accordance with condition 5.4 below, the Buyer shall pay the invoice in full without any deduction or set off immediately upon confirmation of the Order, via electronic funds transfer, directly into the nominated bank account of the Supplier, as per the Supplier's invoice.
- 5.3. If it is agreed that the Delivery Point is to be outside the Republic of South Africa, the Buyer shall pay to the Supplier the taxes, duties and levies referred to in condition 4.2 within 14 days of the date of the relevant invoice in respect of the same, unless, the Supplier has agreed to an alternate credit period in accordance with condition 5.4 below.
- 5.4. The Supplier may set an alternate period for payment of invoices by the Buyer at its sole discretion. This may be a longer or shorter period than the period set out at 5.2 and 5.3 above. The Supplier's agreement to a credit period shall not bind it in respect of all future orders and the Supplier may determine a different credit period for each Order placed by the Buyer and any credit period agreed by the Supplier is subject to review in accordance with condition 5.5 below.
- 5.5. The Supplier may review the credit period assigned to the Buyer from time to time at its sole discretion. The Supplier shall be entitled to revise the same as it may in its absolute discretion decide (including removal altogether forthwith). If the credit period assigned to the Buyer:
- 5.5.1. is removed at any such review, the Supplier shall notify the Buyer accordingly and such removal shall apply: (a) with effect from deemed receipt of such notice in accordance with condition 10 (Communications) and (b) to any and all invoices issued to the Buyer by the Supplier which are outstanding as at the date of deemed receipt of such notice (provided that interest for late payment may only be charged with effect from the date of deemed receipt of the Supplier's notice to the Buyer that the credit period is removed), as well as to any invoices issued by the Supplier to the Buyer from and including the date of deemed receipt of such notice.
- 5.5.2. is decreased (but is not removed entirely pursuant to condition 5.5.1) at any such review, any such decreased credit period shall apply to any and all invoices issued to the Buyer by the Supplier with effect from the date of the relevant review.
- 5.5.3. is increased at any such review, any such revised credit period shall apply to any invoices issued by the Supplier to the Buyer from and including the date of such review or such later date as the Supplier may decide and notify to the Buyer.
- 5.6. For the avoidance doubt, time of payment shall be of the essence.
- 5.7. All payments received, if not supported by a remittance advice, will be allocated to the oldest invoices on the account.
- 5.8. No payment by the Buyer shall be deemed to have been received until the Supplier has received cleared funds.
- 5.9. If the Buyer fails to pay the Supplier any sum due, the Buyer shall be liable to pay interest to the Supplier on such sum from the due date for payment at the maximum permissible rate as allowed for in terms of the National Credit Act 34 of 2005, accruing on a daily basis until payment is made, both before or after any judgment.
- 5.10. The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier

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may at any time, without limiting any other rights or remedies it may have, set-off an amount owing by it to the Buyer against any amount payable by the Supplier to the Buyer.

- 5.11. The Supplier may at its sole discretion and without liability to the Buyer refuse to fulfil an Order, including any order that it has accepted, whilst any invoice issued by the Supplier to the Buyer remains overdue and payable.
- 5.12. It is agreed that payments may be made via Visa, Mastercard; Diners or American Express credit cards or by bank transfer into the Supplier's bank account, as per Condition 5.2 above.
- 5.13. Credit card transactions will be acquired for the Supplier via PayGate (Pty) Ltd, who are the approved payment gateway for First National Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website.
- 5.14. The Buyer's details shall be stored by the Supplier separately from card details which are entered by the Supplier on PayGate's secure site. Further details can be obtained on the PayGate website www.paygate.co.za.
- 5.15. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa.
- 5.16. The Supplier shall, in relation to PayGate transactions, take responsibility for all aspects relating to the transaction, including sale of Goods and services sold on the website, customer service and support, dispute resolution and delivery of Goods.

6. DELIVERY

- 6.1. The Supplier shall deliver the Goods to the Delivery Point.
- 6.2. Delivery of the Goods shall be completed when the Goods arrive at the Delivery Point (subject to the Buyer's right to refuse delivery in accordance with condition 6.5).
- 6.3. Any dates quoted or accepted by the Supplier for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods.
- 6.4. If the Goods have not been delivered by the date or, if relevant, by the end of the time period given by the Supplier as the approximate date/period for delivery from time to time then, unless the delay is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery instructions or any other instructions which are relevant to the supply of the Goods or the Goods have not been delivered to the Buyer for the reasons stated in condition 6.6, then the Buyer shall be entitled to give written notice to the Supplier requiring the Supplier to deliver the Goods within not less than 30 days following receipt of such notice, whereupon, if the Supplier fails to comply, the Buyer may terminate the Contract on written notice to the Supplier.
- 6.5. The Supplier shall use its reasonable endeavours to keep the Buyer reasonably informed of the anticipated time and date of delivery and the Buyer shall accept delivery of the Goods at the Delivery Point provided that it has received not less than 24 hours' notice of such delivery. If it has received less than 24 hours' notice then, unless the delivery is being made on the delivery date or within the delivery period specified in the Order or otherwise agreed between the Parties, then the Buyer may refuse to accept delivery if it is not reasonable to expect the Buyer to accept delivery on that date taking into account the Buyer's ability to grant access to the Delivery Point on that date and any material inconvenience to the Buyer in complying.
- 6.6. If the Buyer either fails to take delivery of the Goods delivered in accordance with condition 6.5 or if the Buyer fails to accept delivery of any of the Goods at the Delivery Point (except in circumstances where it is reasonable for the Buyer to refuse to accept delivery as set out in condition 6.5), then the Supplier may store the Goods until delivery is effected and the Buyer shall be liable for all reasonable costs, expenses and loss incurred by the Buyer in connection with such failure including, without limitation, additional transport costs, storage costs and insurance costs.
- 6.7. The Supplier may deliver the Goods by instalments. Each instalment shall be invoiced and paid for in accordance with the provisions of the Contract and shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

7. NON-DELIVERY

- 7.1. The quantity of Goods as recorded by the Supplier on the proof of delivery signed by the Buyer shall be conclusive evidence of

the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

- 7.2. Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such Goods. The Supplier shall have sole discretion in deciding whether to replace Goods or issue a credit note in accordance with this condition 7.2.

8. RISK / TITLE

- 8.1. The Goods are at the risk of the Buyer from the time of delivery. Title in the Goods shall not pass to the Buyer until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or which become due to the Supplier from the Buyer on any account.
- 8.2. Until title in the Goods has passed to the Buyer, the Buyer shall:
 - 8.2.1. hold the Goods on a fiduciary basis;
 - 8.2.2. store the Goods (at no cost to the Supplier) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Supplier's property;
 - 8.2.3. not destroy, deface or obscure any identifying mark on or relating to the Goods;
 - 8.2.4. maintain the Goods in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks to the reasonable satisfaction of the Supplier. On request the Buyer shall produce the policy of insurance to the Supplier;
 - 8.2.5. notify the Supplier immediately if it becomes subject to any of the events listed in condition 8.3; and
 - 8.2.6. give the Supplier such information relating to the Goods as the Supplier may require from time to time;
 - 8.2.7. the Supplier shall have the right, immediately upon the Supplier being of the belief that the Buyer has not complied with the provisions of this clause 8, or has not or will not effect payment in terms of clause 5, to immediately, without any further notice, reclaim possession of the Goods without any prejudice to any of its rights in terms of this agreement;
- but the Buyer may resell the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Buyer resells the Goods before that time:
 - 8.2.8. it does so as principal and not as the Supplier's agent; and
 - 8.2.9. title to the relevant Goods shall pass from the Supplier to the Buyer immediately before the time at which resale by the Buyer occurs.
- 8.3. If title to the Goods has not passed to the Buyer, the Buyer's right to possession of the Goods shall terminate immediately if:
 - 8.3.1. the Buyer becomes sequestrated, liquidated or is placed into business rescue or makes an offer of compromise with its creditors; or
 - 8.3.2. the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts; or
 - 8.3.3. generally commits any act of insolvency as defined in the Insolvency Act No. 24 of 1936;
 - 8.3.4. any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in conditions 8.3.1 to 8.3.2; or
 - 8.3.5. the Buyer encumbers or in any way charges the Goods; or
 - 8.3.6. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or
 - 8.3.7. the financial position of the Buyer deteriorates to such an extent that in the opinion of the Supplier the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 8.4. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in condition 8.3, or the Supplier reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Buyer to deliver up the Goods or may enter (pursuant to condition 8.5) any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- 8.5. The Buyer grants the Supplier, its agents and employees an irrevocable licence at any time to enter the Delivery Point and any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to remove and recover them.
- 8.6. On termination of the Contract, howsoever caused, the Supplier's rights contained in this condition 8 shall remain in effect.

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9. RETURNS AND REFUNDS

- 9.1. All claims of damage present on delivery and claims that the warranty in condition 10 has been breached must take place in accordance with the provisions of this condition 9 and the Supplier's Return Policy in force from time to time a copy of which can be obtained from the Supplier's order management team, or on the Supplier's website.
- 9.2. If the Buyer considers that any Goods delivered to the Buyer were damaged on delivery or not in compliance with the warranty in clause 10 the following process must be followed:
 - 9.2.1. The Buyer must notify the Supplier in writing within 10 Business Days of the damage or the alleged breach of warranty. Such notice must include details of the Goods alleged to be damaged or in breach of warranty, the Order to which the Goods relate and details of the damage or alleged breach of warranty.
 - 9.2.2. On receipt of notice in accordance with condition 9.2.1 above, the Supplier's technical support team will contact the Buyer and request that tests are performed by the Buyer in accordance with the instructions of the Supplier's technical support team ("Phase One Testing").
 - 9.2.3. If the Phase One Testing does not provide a conclusive result then a returns order will be generated by the Supplier and the Goods must be returned to the Supplier in accordance with the Supplier's instructions for further testing ("Phase Two Testing").
 - 9.2.4. If either Phase One Testing or Phase Two Testing reveals that the Goods are damaged or in breach of the warranty in clause 10, the Supplier may at its sole discretion provide the Buyer with a credit note for the full price of the Return Goods, excluding any delivery charges, duties, taxes or other charges or provide the Buyer with replacement Goods (whereupon it shall have no further liability for a breach of the warranty in condition 10.3 in respect of such Goods).
 - 9.2.5. If the results of Phase One Testing and/or Phase Two Testing reveal that there is no damage or breach of the warranty in clause 10, the Supplier will not accept return of the Goods and will not issue any credit note in respect of such Goods. If the Goods are in the possession of the Supplier then the Buyer must collect the Goods, at its own cost and risk within one calendar month of notification that there is no damage or breach of warranty. If the Buyer fails to collect the Goods within one month of notification that there is no damage or breach of warranty, the Supplier will be entitled to sell the Goods to another party with full title guarantee. No refund will be issued to the Buyer.
 - 9.2.6. The Supplier shall have no liability in respect of damage or breach of warranty in the Goods arising or caused on or after delivery has occurred.
- 9.3. If the Goods are not damaged or in breach of the warranty in clause 10 but the Buyer decides that they no longer want Goods that have been ordered and delivered and would like to return them to the Supplier, then the following steps must be taken:
 - 9.3.1. The Buyer must notify the Supplier in writing within 10 Business Days that they wish to return Goods. This notice must be submitted by logging in to the installer's portal on the Supplier's website: www.segensolar.co.za and submission of a return order form.
 - 9.3.2. The Return Goods to be returned in accordance with condition 9.3.1 must be returned to the Supplier's Premises within 15 Business Days of delivery. Such return is to take place between the hours of 9.00am and 5.00pm on a Business Day and at the cost and risk of the Buyer.
 - 9.3.3. All Return Goods must be correctly packaged and labelled with the unique order return number generated following submission of the return order form in accordance with condition 9.3.1 above.
 - 9.3.4. Once Return Goods are received by the Supplier they will be checked by a member of the Supplier's return team. Provided that the Return Goods have been returned in accordance with the provisions of this condition 9.3 and the Return Goods are in re-saleable condition, a credit note of 75% of the value of the Goods (including VAT) will be issued.
- 9.4. If any Goods are delivered to the Buyer in error, the Buyer agrees that it shall notify the Supplier within 10 days of delivery. In the event of a genuine error on the part of the Supplier, the Supplier will arrange for the incorrect Goods to be collected. Until the incorrect Goods are collected they must be stored in accordance with condition 8.
- 9.5. Any cash refund to be made under this condition 9 will be made by electronic transfer to the account from which payment was originally made. The Supplier will aim to process any refund so that it reaches the Buyer's account within 28 Business Days of the Supplier confirming that a refund will be made.
- 9.6. Notwithstanding the contents of condition 9.5 above, if the Supplier has delivered the Goods as a result of direct marketing and the Buyer has cancelled the agreement during the cooling

off period, or if the Buyer did not have an opportunity to examine the Goods before delivery, and has rejected same on delivery, the Supplier shall refund the Buyer with 10 Business Days of confirmation of such cancellation or rejection. The provisions of this clause shall not apply where the Goods have been disassembled, altered, permanently installed or combined with other Goods or where there is a public regulation prohibiting the return of the Goods. In the event that the Goods have been used or need to be repackaged, the Supplier may charge the Buyer a reasonable amount for such inconvenience.

- 9.7. Any replacement Goods to be sent to the Buyer will be delivered in accordance with the delivery procedure in condition 6.
- 9.8. The Supplier shall have no liability in respect of any costs incurred in respect of the de-installation and / or re-installation of replacement Goods, including but not limited to the cost of any equipment and/or labour required.
- 9.9. The Buyer shall not be entitled to return any Goods which are not suitable for their purpose, if for reasons of public health or public regulation such returns are prohibited, or, after having been supplied to the Buyer, the Goods have been partially or entirely disassembled, altered or combined with other goods or property.

10. WARRANTY

- 10.1. Each of the sub-conditions in condition 10 shall be treated as separate and independent.
- 10.2. The Supplier hereby excludes to the fullest extent permitted by law all warranties, conditions and other terms implied by statute, common law or otherwise.
- 10.3. The Supplier warrants that on delivery the Goods shall be free from material defects in design, material and workmanship.
- 10.4. Subject to conditions 10.5 and 10.6, in the event that the Buyer considers the warranty in condition 10.3 to have been breached, it agrees that it shall follow the process detailed in condition 9.2.
- 10.5. The Supplier shall not be liable for any failure to comply with the warranty set out in condition 10.3 if:
 - 10.5.1. the Buyer makes any further use of such Goods after giving notice in accordance with condition 10.4; or
 - 10.5.2. the defect arises because the Buyer failed to follow the Supplier's or the Manufacturer's oral or written instructions as to the storage, commissioning, installation, use and/or maintenance of the Goods or (if there are none) good trade practice; or
 - 10.5.3. the Buyer alters or repairs such Goods without the written consent of the Supplier;
 - 10.5.4. the defect arises as a result of fair wear and tear, wilful damage, negligence by the Buyer or any third party, or abnormal storage or working conditions.
- 10.6. The warranties contained in condition 10.3 do not include:
 - 10.6.1. any equipment, materials or supplies not supplied by the Supplier,
 - 10.6.2. damage or loss of function sustained during periods with wind speeds exceeding 60 metres/second or submersion in water unless the Goods are designed to operate in such conditions,
 - 10.6.3. any accidental loss or damage not caused by the Supplier or any loss or damage caused by any acts of God or any loss or damage to the extent contributed by any acts of God.
- 10.7. These Conditions apply to any repaired or replacement Goods supplied to the Buyer.
- 10.8. Except as provided for in this condition 10, the Supplier shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in condition 10.3. Subject to condition 9.1, the Buyer's sole remedy in respect of a breach of the warranty in condition 10.3 shall be as set out in condition 10.4 and subject to the requirements imposed upon the Buyer in condition 10.4.
- 10.9. The Buyer warrants that it has read and familiarised itself with the provisions of Sections 60 and 61 of the Consumer Protection Act 68 of 2008, and that it agrees that the procedures set out in conditions 9 and 10 of this Contract are in accordance with such provisions.

11. LIMITATION OF LIABILITY

- 11.1. Nothing in these Conditions excludes or limits the liability of the Supplier or any member of its Group:
 - 11.1.1. for death or personal injury caused by the Supplier's negligence; or
 - 11.1.2. for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
 - 11.1.3. for fraud or fraudulent misrepresentation.
- 11.2. Subject to condition 11.1, neither the Supplier nor its Group shall be liable to the Buyer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising out of and / or in connection

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with this Contract including any losses that result from the Supplier's and/or its Group's deliberate personal repudiatory breach of the Contract.

11.3. Subject to condition 11.1, neither the Supplier nor its Group shall be liable to the Buyer, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for:

- 11.3.1. any loss of profit;
- 11.3.2. any loss of business or opportunity;
- 11.3.3. any loss of anticipated savings;
- 11.3.4. any loss of energy supply; or
- 11.3.5. any costs of and / or associated with de-installation and / or re-installation of Goods.

11.4. Subject to conditions 11.1, 11.2 and 11.3 the maximum aggregate liability of the Supplier and its Group, together, to the Buyer in respect of all losses arising under and / or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise shall not exceed 125% of the price paid or payable by the Buyer for the relevant Goods.

11.5. The Buyer expressly acknowledges that by entering into contract with the Supplier it acknowledges and agrees (i) to the exclusions and limitations of liability set out herein and (ii) that the price which has been agreed for the Goods reflects the level of liability accepted by the Supplier. The Buyer further acknowledges that it is its own responsibility to seek legal advice on the meaning and effect of these exclusions and limitation of liability and that it is able to and should seek to protect itself against any potential loss or damage which is not recoverable from the Supplier by means of obtaining insurance from third party providers.

12. COMMUNICATIONS

The Buyer chooses as its domicilium citandi et executandi the addresses and email addresses inserted in the online application form.

13. FORCE MAJEURE

Neither Party shall be liable to the other Party in respect of any of its obligations in terms of the Contract, if such Party is prevented from fulfilling its obligations due to circumstances beyond its reasonable control.

14. ENTIRE AGREEMENT

14.1. The Contract constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

14.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent mis-statement based on any statement in this Contract.

14.3. Nothing in this condition shall limit or exclude any liability for fraud.

15. ASSIGNMENT AND SUBCONTRACTING

15.1. The Supplier may at any time assign or transfer all or any of its rights under the Contract.

15.2. The Buyer may not assign or transfer or purport to assign or transfer all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.3. The Supplier may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent provided that the Supplier shall remain liable for such performance.

16. GENERAL

16.1. Failure or delay by the Supplier in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.2. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of this agreement.

16.3. The Supplier shall take all reasonable steps to protect the personal information of the Buyer. For the purposes of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000.

17. CERTIFICATE OF BALANCE

The Buyer agrees that the amount due and payable to the Supplier may be determined and proven by a certificate issued and signed by any director or manager or member or partner of the Supplier, whose authority need not be proven or by any independent auditor nominated by the Supplier. Such certificate shall be binding and shall be proof of the indebtedness of the Buyer, and the Buyer shall bear the onus of proving that the amount is not due and payable.

18. DISPUTE RESOLUTION

18.1. The Parties shall negotiate in good faith to settle any dispute that arises out of this agreement.

18.2. In the event of the Parties not being able to settle any dispute, either party may approach a court of competent jurisdiction

18.3. In addition, the Parties may agree to arbitration, and shall conclude a written agreement to arbitrate within 7 (seven) days of the dispute arising, which shall contain all the details of the arbitration process.

19. LEGAL COSTS

19.1. Each party shall bear its own costs incurred in connection with the negotiation, drafting and execution of this agreement.

19.2. The legal costs incurred by either party in enforcing their rights in terms of this agreement, shall be claimable against the other party on the scale as between the agreement between the successful party and its particular attorneys.

I confirm that I have read and accepted the Terms and Conditions.

Sign: _____ Print Name: _____ Initials _____