Terms of Service

Version 2.0, effective 26 November 2026.

Solar Hub BESS (Pty) Ltd, private company, registration number 2025/510377/07, VAT number 4050324120, 935 Tenth Ave, Wonderboom South, Pretoria, Gauteng, 0084. Phone 083 751 6904. Email frans@solarhubsa.co.za.

We do two kinds of work, and each has its own payment rules:

- **Part A – Supply Only:** we sell equipment (stock). 100% payment upfront, including delivery, in cleared funds, before dispatch.
- **Part B – Supply and Install:** we supply and install. By default 80% upfront and 20% when we give you the Practical Completion notice, with an optional milestone schedule (50% / 30% / 10% / 10%) when the quote says so.

Every quote states which part applies. The General Terms apply to both.

GENERAL TERMS

(apply to Part A and Part B)

G1. Parties and scope.

These terms apply to all quotes, orders, deliveries and installations by Solar Hub BESS (Pty) Ltd, Reg No 2025/510377/07, VAT No 4050324120, 935 Tenth Ave, Wonderboom South, Pretoria, Gauteng, 0084 ("we", "us"). "You" or "the customer" is the party the quote or invoice is addressed to. Part A applies to "Supply Only" of equipment. Part B applies to "Supply and Install". The quote states which part applies. If you are a "consumer" under the Consumer Protection Act (an individual, or a business with an annual turnover or asset value below R2 million), the consumer provisions in these terms apply to you.

G2. Quotes and prices.

A quote is valid until the expiry date on it (normally 7 days for Supply Only and 14 days for Supply and Install). Prices follow exchange rates and supplier prices. **Once you accept a quote before it expires and your payment (Part A) or deposit (Part B) clears within 3 business days of acceptance, the price is fixed**, except for variations you approve (B4). If you accept after the expiry date, or your payment or deposit does not clear in time, we may send you a revised quote; you may accept it or walk away, and if you walk away we refund anything you paid in full. Only the items, quantities, assumptions and exclusions on the quote are included; everything else is excluded. The assumptions and exclusions on the quote form part of the quote. A quote is not a certified design; a registered person must approve cabling, protection and installation.

G3. Payment.

Payment is as set out in Part A or Part B. All payments are in cleared funds. Proof of payment is not cleared funds. Business customers may not deduct or set off any amount without our written consent.

G4. Interest and collection costs.

G4.1 Interest on late payment. If you do not pay an amount by its due date, we may charge simple interest on the overdue amount from the due date until the date we receive payment, at the prime lending rate published by Absa Bank Limited from time to time plus 5% per year, calculated daily. Interest will never be more than the maximum the law allows, including the National Credit Act's limits on interest and the rule that interest and charges on a debt in default may not exceed the unpaid balance. We will show interest on a separate statement or note.

G4.2 Collection costs. If we must hand your overdue account over for collection, you pay our reasonable collection costs. For business customers this includes legal costs on the scale as between attorney and client, and tracing costs. For consumers, you pay the collection and legal costs that the law and the court allow.

G4.3 Proof of amount owed. A certificate signed by one of our directors or managers stating the amount you owe is *prima facie* proof of that amount, which means it is accepted unless you show it is wrong.

G5. Ownership.

(a) Ownership of all equipment and materials we supply stays with us until we have received the full contract price (including approved variations) in cleared funds. Until then you hold the equipment for us, must keep it at the site, must not sell, encumber or remove it, and must keep it insured (see G6).

(b) You confirm that the equipment can be removed without material damage to the building and that it is not intended to become part of the property until it is paid for.

(c) If you are not the owner of the property, you must give us, before installation, the owner's written consent to the installation and the owner's written acknowledgement that the equipment remains ours until paid (we provide the form).

(d) If you do not pay an amount within 14 days after our written notice, we may cancel the agreement and recover the equipment. **We will only enter the site and remove equipment with your written consent at that time, or under a court order.** You must pay our reasonable, proven costs of removal and of making the site safe, less the value we recover from the equipment.

(e) This clause does not limit our right to claim payment instead.

G6. Delivery, risk and stock on site.

(a) Delivery times are estimates. We are not liable for delays caused by weather, supplier or transport delays, approvals (Eskom, municipality) or anything else beyond our reasonable control. If you are a consumer and we do not deliver by the agreed date, you keep your rights under the Consumer Protection Act.

(b) Part A: risk in the goods passes to you on delivery or collection.

(c) Part B, risk on site: From the time equipment is delivered to the site and you (or your representative) sign the delivery note, you are responsible for keeping it safe in a lockable area you provide, and you bear the risk of theft, loss or damage not caused by us, until handover. You must notify your insurer and keep the equipment insured for its replacement value until it is paid in full, and on request give us proof. If equipment is lost or damaged while at your risk, you must still pay for it, and we will replace it at your cost. While our team is working on site, we are responsible for loss or damage caused by our team.

G7. Warranty.

(a) **Equipment:** Equipment carries the manufacturer's or importer's warranty for the period and on the conditions they give. We are your contact point for warranty claims; please give us the invoice, the serial number and a description of the fault.

(b) **Workmanship (Part B):** Our installation workmanship is covered as the law requires (see (c)) and for any longer period the quote states.

(c) **Your rights under the Consumer Protection Act:** If you are a consumer, you also have the right to return goods that are defective, unsafe or not fit for purpose within 6 months after delivery and to choose repair, replacement or a refund, and the right to have poor-quality services fixed or refunded. Nothing in these terms reduces those rights.

(d) **Exclusions:** The warranties do not cover damage caused by misuse, negligence, unauthorised changes or tampering, installation or repair by someone else, lightning, flood, fire, or grid-voltage surges, **unless the damage was caused by our own design or installation**.

G8. Limitation of liability.

To the extent the law allows: (a) we are not liable for indirect or consequential loss, including loss of income, profit, production or business interruption; and (b) our total liability for any claim arising from a quote, order or installation is limited to the contract price of that quote or order. This clause does not limit our liability for death or bodily injury, for loss caused by our gross negligence, wilful misconduct or fraud, or for harm caused by unsafe or defective goods for which the Consumer Protection Act makes us liable.

G9. Consumer protection.

Where you are a consumer under the Consumer Protection Act 68 of 2008, nothing in these terms limits rights that cannot be excluded by law.

G10. Personal information (POPIA).

Solar Hub BESS (Pty) Ltd is the responsible party; our Information Officer is Frans van Zyl (frans@solarhubsa.co.za, 083 751 6904). We use your personal information to prepare quotes, deliver, install and support your system, invoice and collect payment, handle warranty claims, register the system with your municipality or Eskom where needed, and meet legal duties. You must give us the information we need for these purposes, or we cannot supply. We share it only with our suppliers, installers, carriers, the manufacturer (for warranty), municipalities/Eskom (for registration), our professional advisers, and our IT service providers (some store data outside South Africa under adequate protection). We send you marketing only as the law allows, and you can opt out at any time. You may ask to see, correct or delete your information, object to its use, and complain to the Information Regulator (inforegulator.org.za). Our privacy policy is available on request from frans@solarhubsa.co.za.

G11.

[Reserved.]

G12. Force majeure.

Neither party is liable for failure or delay caused by events beyond its reasonable control, including load shedding, grid instability, strikes, unrest, natural disasters and supply-chain disruption. Force majeure does not excuse payment of amounts already due.

G13. Whole agreement, notices, waiver and severability.

These terms and the accepted quote are the whole agreement. Changes are valid only in writing. Notices are sent by email to the address on the quote or invoice. If we do not enforce a right immediately, we do not give it up. If a clause is found unenforceable, the rest remains valid.

G14. Governing law and disputes.

South African law applies. If a dispute arises, either party may notify the other in writing and senior people from both sides will try to resolve it in good faith within 14 days.

(a) **Business customers:** If not resolved, either party may refer the dispute to the courts. The customer consents, under section 45 of the Magistrates' Courts Act, to the jurisdiction of the Magistrate's Court for the district of Pretoria (or the Tshwane regional court) for any claim, even if the amount is above that court's normal limit; we may also use any other competent court. For projects above R1 000 000, either party may instead refer the dispute to expedited arbitration under the rules of the Arbitration Foundation of Southern Africa.

(b) **Consumers:** If you are a consumer, you may also refer a complaint to the Consumer Goods and Services Ombud, the National Consumer Commission or any court with jurisdiction, including the court where you live. Nothing here limits those rights.

(c) Either party may approach a court for urgent relief at any time.

G15. Acceptance.

You accept a quote and these terms by signing the quote, or by confirming in writing (including by email or WhatsApp) that you accept the quote by its number. Paying the deposit or the price also confirms your

acceptance. We keep a record of your acceptance and the version of the terms that applied. If these terms and the quote differ, the quote's specific items, price and payment schedule apply; otherwise these terms apply.

G16. Language.

These terms are available in English only. If a translation of these terms is provided and the two versions differ, the English version applies, except that a consumer may rely on whichever version is more favourable to them.

G17. Cooling-off.

If you are a consumer and you agreed to buy as a result of direct marketing by us, you may cancel in writing within 5 business days after accepting the quote (or after delivery of goods, if later), without reason and without penalty, and we will refund your payments within 15 business days. If you ask us in writing to order equipment before this period ends, we will do so, but your right to cancel remains.

PART A – SUPPLY ONLY (no installation included)

A1. Payment: 100% upfront.

The full price, including delivery and VAT, is payable upfront in cleared funds. No equipment is allocated, dispatched, delivered or released until the full amount has cleared in our bank account. Payments from other banks can take 2–3 business days. If the sale resulted from direct marketing to a consumer, G17 (cooling-off) also applies.

A2. Price and stock.

Price and stock are secured only once payment has cleared. If the equipment is then not available, we offer you an equivalent alternative; if you do not want it, we refund what you paid for that item within 10 business days.

A3. Delivery and collection.

Delivery costs are as shown on the quote. Collection is only against proof of cleared payment, valid ID and signature (we record your ID number only to confirm who received the goods, as POPIA requires). You (or an authorised person) inspect the goods on delivery or collection and sign the delivery note. Visible damage must be written on the delivery note. Other defects: please tell us in writing as soon as possible, ideally within 48 hours, with photos and serial numbers. This does not limit your rights under G7(c).

A4. Ownership and risk.

Ownership passes to you when we have received full payment in cleared funds. Risk passes on delivery or collection (G6(b)).

A5. Returns.

(a) **Change of mind:** We accept the return of goods that are not defective only with our prior written approval, within 7 days after delivery, unused, in the original undamaged packaging and with the invoice. You pay the return transport and a restocking fee of up to 15% of the price, which covers our handling, inspection and supplier return costs. Special-order items, and batteries or inverters that have been connected or switched on, cannot be returned for change of mind.

(b) **Defective goods or goods not as ordered:** No restocking fee applies. If you are a consumer under the Consumer Protection Act, you may return defective goods within 6 months after delivery and choose a repair, replacement or refund, and you keep your other rights to return goods under that Act (including after direct marketing). See G7.

A6. Warranty.

We do not install supply-only equipment, so no workmanship warranty applies. The equipment warranty in G7(a) and your rights in G7(c) apply.

A7. No installation, design or compliance.

We do not install, connect, commission or certify equipment supplied on its own. Installation, wiring, protection, a Certificate of Compliance (CoC) and SSEG registration are your responsibility and must be done by a registered person. Product information and assumptions on the quote are not a certified design. **Lithium batteries must be handled and stored according to the manufacturer's safety instructions; incorrect installation, charging, storage or handling can cause fire, explosion or injury.**

A8. Cancellation by you.

You may cancel an accepted quote or order by written notice.

(a) If we have not yet ordered or allocated goods for you, we refund what you paid, less our reasonable costs already incurred (for example design time or a site visit), shown on an itemised statement, up to a maximum of 2% of the contract price.

(b) If we have already ordered goods for you, you pay: (i) our actual unrecoverable costs for the goods ordered (including supplier cancellation or restocking charges, and the cost of special-order items less what we recover by resale or return to the supplier within 30 days); and (ii) an administration fee of 5% of the contract price. We set these off against what you paid and refund the rest within 15 business days, with an itemised statement.

(c) No cancellation charge applies if you cancel within any cooling-off period the law gives you (see G17), or if you are a consumer who cannot honour the order because of death or hospitalisation.

(d) Goods that we deliver, or that you collect, and that you have paid for in full under this clause become yours.

PART B – SUPPLY AND INSTALL

B1. Payment – standard: 80% upfront, 20% on Practical Completion.

80% of the contract price (including VAT) is payable on acceptance of the quote, before any equipment is ordered or work starts. The final 20% is due within 3 business days after we give you the written Practical Completion notice (B11), before the system is commissioned and handed over. All payments in cleared funds. If the sale resulted from direct marketing to a consumer, G17 (cooling-off) also applies.

B2. Payment – optional milestone schedule (50/30/10/10).

If the quote says so, you pay the contract price (including VAT) as follows:

1. 50% upfront, on acceptance. With this we buy all the equipment and deliver it to the site. You (or an authorised person) sign a delivery note.
2. 30% on the date of the signed delivery note, before installation work starts. We start work only when this payment has cleared.
3. 10% when Milestone 3 is reached. Milestone 3 is reached when (a) all mounting structures and PV panels are installed, and (b) the inverter(s) and batteries are mounted and the DC and AC cabling is installed (not yet energised). We send you a written progress notice with dated photos. If you do not tell us in writing within 2 business days what is not done, the milestone is accepted and the invoice is due. (For large sites the quote may list the specific items that make up this milestone instead.)
4. 10% final payment, due within 3 business days after we give you the written Practical Completion notice (B11). Commissioning, CoC and handover follow when this payment has cleared.

Each milestone invoice is payable on receipt. We do not move to the next phase until the previous milestone payment has cleared. The milestone option costs nothing extra and the price is the same as the 80/20 option; interest is charged only on overdue amounts (G4).

B3. Suspension.

Work, delivery, commissioning, CoC and handover are suspended until an overdue payment has cleared. You pay our reasonable, itemised costs of standing time and re-mobilisation, and the programme is extended by the delay.

B4. Variations.

Changes to the scope, unforeseen site conditions (ground, rock, roof structure, cable routes, access) and upgrades needed for compliance are quoted as a variation. No additional work starts without your written approval (email or WhatsApp is enough). A variation is approved when you confirm in writing the variation number and price. Prices and milestones are adjusted accordingly, and the variation amount is payable before that work starts.

B5. Scope, assumptions and exclusions.

We are responsible only for the new installation as described on the quote. Unless listed on the quote, the following are excluded: existing electrical faults or non-compliance, a Master CoC for the premises, supply upgrades, Eskom or municipal costs and approvals, rock excavation, roof repairs and transport that is not listed. Work to bring existing systems into compliance is quoted separately.

B5A. Grid connection approvals.

Unless the quote says otherwise, we prepare the small-scale embedded generation (SSEG) application for your municipality or Eskom, and you, as the account holder or owner, sign and submit it and pay the authority's fees. Until approval is granted we set the system so that it does not export power to the grid. We are not responsible for delays by the authority.

B6. Site access.

You provide safe and reasonable access to the site, power and water where needed, and a person available to sign. If you are not the owner of the property, G5(c) applies. Delays caused by unavailable access are for your account.

B7. Commissioning, CoC and compliance.

(a) When the installation is complete we test it. We commission (switch on) the system, issue the Certificate of Compliance (CoC) for our installation and hand over **when the final payment has cleared**. Until then the system stays safely isolated, locked off and labelled.

(b) The CoC covers our new installation only, as at the date of issue. It requires a valid CoC for the existing electrical installation at the premises; if there is none, or the existing installation is unsafe, we will quote to fix it and cannot energise our system until it is safe.

(c) If someone other than us changes the installation after handover, the CoC does not cover those changes, and we may inform the relevant authority if we find the installation unsafe.

B8. Inverter settings and monitoring access.

(a) Until the full contract price has cleared we keep the administrator (installer) access to the inverter and the monitoring platform. You receive viewer access. We transfer administrator access to you, or to the person you name, within 5 business days after full payment.

(b) We will never remotely switch off or limit the output or backup function of an energised system as a means of collecting payment.

(c) Changes to inverter settings, firmware or protection settings by anyone other than us or a registered person approved by the manufacturer can make the system unsafe and may void the manufacturer's warranty and any workmanship warranty we have given for the affected part, but they do not affect your other rights in law.

B9. Performance.

System yield depends on weather, consumption and grid availability. We do not guarantee specific savings or yields, although we design systems according to good practice. Any yield or savings figures in our quote

are estimates.

B10. Cancellation by you.

You may cancel an accepted quote or order by written notice.

(a) If we have not yet ordered equipment or started work, we refund what you paid, less our reasonable costs already incurred for site visits and design, shown on an itemised statement, up to a maximum of 2% of the contract price.

(b) If we have ordered equipment or started work, you pay: (i) the cost of work already done; (ii) our actual unrecoverable costs for equipment ordered for you (including supplier cancellation or restocking charges, and the cost of special-order items less what we recover by resale or return to the supplier within 30 days); and (iii) an administration fee of 5% of the contract price. We set these off against what you paid and refund the rest within 15 business days, with an itemised statement.

(c) No cancellation charge applies if you cancel within any cooling-off period the law gives you (see G17), or if you are a consumer who cannot honour the order because of death or hospitalisation.

(d) Equipment that we deliver and you have paid for in full under this clause becomes yours.

B11. Practical Completion, snags and handover.

Practical Completion is reached when we have installed and tested the system so that it can safely be energised, apart from minor items that do not affect safe operation, performance or the CoC ("snags"). We give you a written Practical Completion notice with the test results and a snag list. The final payment (20% under B1, or 10% under B2) is due within 3 business days of that notice. Snags do not delay the final payment; we fix them within 10 business days after Practical Completion. A defect that prevents safe operation or the issue of the CoC means Practical Completion has not been reached. When the final payment has cleared we energise and commission the system, issue the CoC and hand over (B7), and show you how the system works. Handover is when you take over responsibility for normal use.

Contact. Solar Hub BESS (Pty) Ltd, 935 Tenth Ave, Wonderboom South, Pretoria, Gauteng, 0084. Phone 083 751 6904. Email frans@solarhubsa.co.za.

By accepting a quote (G15) you confirm that you have read, understood and agreed to these terms.