

ARTSOLAR TERMS AND CONDITIONS

Upon purchase from ARTsolar, the Client agrees that the following terms and conditions are the exclusive terms governing the sales transaction between ARTsolar and the Client. These terms and conditions are subject to change at any time, without prior written notice. It is the responsibility of the Client to view ARTsolar's Terms and Conditions.

Order procedure:

An order/request for quotation is received via the sales department. Upon acceptance of the quotation a proforma invoice is generated and dispatched along with the Sales Agreement to the client for signature.

Pre-orders of panels:

All orders unless agreed otherwise are subject to a minimum of 6-8 weeks lead time from placement of order.

Packaging:

All quotes exclude packaging costs expressly requested.

Payment Terms:

On orders: an order is not binding on ARTsolar until payment has been effected by the Client (upon reflection of the funds in our account). All proof of payment must be sent to ARTsolar. Should payment not be made within the validity period the quote will be reissued., unless otherwise previously agreed in writing. Prices are subject to availability and ARTsolar reserves its right to amend pricing without further notice. Complete Payment is due prior to shipment/collection of goods. If credit terms have been established, the Client agrees to pay the amount due as per the invoice.

Tax Invoice and Ownership:

A tax invoice will be always issued on the date of transfer of ownership of the goods, either via pickup or delivery.

Shipping Charges: All quotes exclude delivery costs unless expressly requested.

Processing Time: All order processing is subjected to 2-3 business days on solar panels and 3-5

business days on non-ARTsolar processing time after receipt of proof of payment.

Items not in stock: Any items that are unavailable will be placed on order. Estimated shipment dates will be provided however these dates are "estimates" and not a guarantee of arrival on that date.

Order Status: ARTsolar will ensure the client is updated regularly on the status/progress of the order.

Amendment to orders: The Client may amend the order, provided that the order has not yet been procured from suppliers where applicable. Exemptions from this rule shall be permitted in special circumstances after consultation with ARTsolar management. Please contact ARTsolar with any changes to be made and please have the order number available. Clients will be liable for the respective handling charges and difference in pricing where applicable.

Shipping Policy: ARTsolar will ensure the goods are delivered in the best condition however it is the responsibility of the Clients to inspect their shipments upon collection or delivery **prior** to signing the packing slip or delivery note. Clients who will not be signing personally are to ensure that the nominated person has read and understood the ARTsolar's Terms and Conditions. In the case where delivery is requested, an independent shipping/logistics contractor will deliver the goods. The client will be required to sign for receipt of the delivery by signature thereto the client accepts that the goods being delivered in good condition without damage and that the Client is waiving any additional claims from ARTsolar.

Cancellation Policy:

Only authorized ARTsolar may approve a cancellation. All cancellations must be during ARTsolar business hours. Clients will be liable for a minimum of 5% cancellation fee.

Return Policy:

Merchandise, except for products that were specially ordered and/or assembled for the Client, may be returned within 5 days of the

receipt of the product accompanied by a receipt for an exchange. Please note that no refunds are issued.

No returns will be accepted unless approved by authorized ARTsolar representative. Once the return query has been lodged, the Client will be responsible for shipping charges to ARTsolar's warehouse. The request must be accompanied by proof of purchase: Invoice(s), picking slip, and if applicable: SLD, installation pictures, COC and Handover. The Client shall be responsible for the return (and costs thereto) of any unused product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the full value of the shipment.

If any component of the returned product is missing, the return procedure is breached ARTsolar may reject the return or may choose to impose additional charges for replacement of the missing component. ARTsolar further requires 7-10 working days to test the required items. Upon receipt of the test results ARTsolar will inform the Client accordingly.

Pending finalisation of the test results, ARTsolar will either, replace, repair or reject the claim.

Warranty Policy:

Items are covered by the original manufacturer's warranty, service, or support policy which is on a back-to-back warranty basis.

ARTsolar bears no responsibility in sending a replacement item to the Client in the event that they have received a defective product. Should the Client receive a defective unit, the Client is to inform ARTsolar, and we will contact the manufacturer, accordingly, will typically the manufacturer will repair or replace the product, the outcome of which will be communicated to the Client.

Batteries, inverters and other components: all components are covered by a 5-10 year warranty subject to component brand— details of which must be requested from an authorised ARTsolar representative. In the event of a defect being found within this period, the Client is to notify ARTsolar immediately. An authorized representative will request from the Client the following: proof of purchase, COC, single line diagram and will advise if a site visit is necessary. Should a site visit be warranted the Client is liable for a R500-00 call out fee. Once product is

received, it will be tested and sent to the manufacturer. We are under no obligation to provide replacement products, should we have such availability of product we will consider a loan product to the Client. based on the test results should a refund be payable such refund will be based on, on the period remaining on warranty as well as usage/current market value costs.

ARTsolar will support its clients to the best of its ability in the case of any queries or difficulties. ARTsolar's warranty on our products are found at on our website at www.artsolar.net.

Should a defect be found on an ARTsolar panel, the Client is to immediately contact ARTsolar. Upon consultation with the Client, an authorized ARTsolar representative will inform the Client of the available options. Should a site inspection be required the Client will be informed of same and a call out fee of R500-00 is payable by the Client. In the event of the product needing replacement, the Client is to ensure that the product is removed by an accredited ARTsolar installer and delivered to the directed address by ARTsolar. The cost of removal of product and delivery shall be for the Client. In the event the product is removed or tampered by a non-accredited installer, the warranty shall be voided with immediate effect.

Disclaimer:

ARTsolar strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur, and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, ARTsolar at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. All links on ARTsolar's website are intended only to provide visitors with assistance finding additional information.

Privacy:

ARTsolar respects Client's privacy. We collect limited information to help us understand our website visitors and to process Client requests. We share information only when it is necessary to fulfil a client request (such as to ship an order or process a newsletter signup). Please visit our website to view our privacy policy at www.artsolar.net.

Pre-installation requirements: All ARTsolar installations require a structural assessment to ensure that the roof will be able to support the load of the solar panels. The Client may elect to utilise ARTsolar's inhouse structural engineers or appoint its own structural engineer to conduct the structural assessment. In the event work is to be performed on the Client's DB, ARTsolar must be provided with a valid COC for the Client's current DB prior to installation.

In the event the Client deviates from the above, ARTsolar will not, under any circumstances, be held liable for any injury, loss, damage or failure as a result of the Client's non-compliance with ARTsolar's processes. In the event the Client deviates from ARTsolar's processes and standards, the Client absolves ARTsolar from any liability whatsoever in this regard. Fire extinguishers and lightning protection is available to Clients at an additional cost included in the installation to ensure the Client's safety in the event of a power surge, electric storm, etc. In the event the Client does not elect to purchase the additional precautionary services offered, the Client absolves ARTsolar from any liability whatsoever in this regard.

Governing Law and Jurisdiction:

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between ARTsolar and Client shall be governed by the laws of South Africa. The Client agrees not to institute any legal action, based upon any legal theory including contract, tort, equity or otherwise, against ARTsolar that is more than 30 days after the date of the applicable tax invoice.

Severability:

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and

the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable South African law.

Waiver:

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement:

These terms and conditions, together with ARTsolar's invoice and sales agreement (if applicable) are the complete and exclusive agreement between ARTsolar and the Client, and supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications. The Client may incur additional costs for the Client solar equipment for engineering, permitting or installation. Because these costs may vary widely depending on the Client's location ARTsolar will not be responsible for them under any circumstance.