

1. The quote is valid for a period of 14 days from the date of this quotation, unless stated otherwise above at (a).

**2. Unless stated otherwise, all amounts indicated in this quotation is stated exclusive of Value Added Tax**

3. Safrisat reserves the right to amend the quotation for any fluctuation in exchange rates, causing an increase in equipment pricing.

4. By affixing his/her signature to this quotation and by paying a deposit as indicated, the customer accepts and agrees to the terms of this quotation. Safrisat does not warrant the availability of the equipment which will only be ordered by Safrisat upon receiving a signed copy of this quotation and the acceptance deposit.

5. Equipment

5.1 Safrisat will remain the owner of the equipment until paid in full Risk in the Goods will transfer to the customer on the date of delivery.

5.2 The customer undertakes to keep the equipment free from lien hypothec, encumbrances and/or any form of attachment, as long as any balance is outstanding by the customer to the Safrisat

5.3 The customer undertakes to fully insure the equipment against any form of loss or damage until all amounts due to Safrisat have been settled. The customer further undertakes to note Safrisat's interest in the equipment on the insurance policy and cede all proceeds in terms of the policy to Safrisat.

5.4 Safrisat may, at its sole and absolute discretion, ship additional parts or components to the customer's site, which he reasons may be required to complete the installation of the equipment, irrespective if those additional equipment were included in the quotation or not. Safrisat, or its authorised representative, may remove any additional, excessive or spare equipment shipped, either intentionally or unintentionally, to site during and/or after the installation and the customer hereby gives his/her irrevocable consent to remove such items. Safrisat acknowledge that he/she has no claim of ownership or right to these items.

6. The quotation is based on the information supplied by the customer to Safrisat prior to the quotation being issued. Any subsequent amendments to the information supplied may require variations to the original quotation and are excluded from the quotation provided.

7. Should a product not be available, a suitable replacement shall be supplied at the discretion of Safrisat.

8. Warranties

8.1 The customer acknowledges that he/she is aware that the Seller's equipment includes parts and components procured from third party suppliers

8.2 The terms and conditions of the Safrisat's warranty to the customer on equipment supplied, shall be similar to the warranty provided by the particular third-party supplier of the affected Goods to the Seller

8.3 Safrisat, at its cost, will repair or replace the damaged equipment if, at the discretion of Safrisat, it is found that the equipment are defective or caused by poor workmanship

8.4 Any modifications, amendments, adjustments or any other action by the customer or any of its agents, contractors and/or representatives, causing a variance in the way the equipment were delivered and/or installed shall void any warranty provided by the Safrisat to the customer in terms of this clause.

8.5 Safrisat warrants the customer against defective workmanship on services for a period of 12 (twelve) months from the date of completion of the delivery of the service. Safrisat undertake to, within a reasonable period, repair any workmanship claims, should Safrisat, at its discretion, determine that the workmanship performed by its employees, agents and/or contractors are defective.

9. Should the customer cancel the agreement at any stage, the customer will be obliged to settle:

9.1 all amounts for equipment ordered by Safrisat from suppliers;

9.2 all equipment delivered to the customer's site;

9.3 all costs in terms of labour already incurred;

Terms and Conditions Of Quote (Continued)

9.4 50% of any guarantee and maintenance quoted;

9.5 50% of any sleep out or travel fees quoted.

10. The customer provides his consent, that Safrisat may offset any amounts due to Safrisat in terms of clause 9 from any deposits received from the customer.

11. Maintenance will be carried out as indicated on the quotation by Safrisat or a suitably qualified third party, appointed by Safrisat.

12. Maintenance services will only be provided for the period indicated on the quotation.

13. Maintenance services quoted, includes one site visit per month, for the period the maintenance services was quoted for. Any additional maintenance requirements will be advised by Safrisat and a separate quotation will be provided.

14. Maintenance requirement will be determined at Safrisat's discretion.

15. Limitation of liability

15.1 Safrisat will not be liable for any direct, indirect, consequential or delictual loss or damage of any nature and howsoever arising which may be suffered by the customer or any third party as a result of or in connection with any transaction contemplated herein;

15.2 The customer hereby indemnifies Safrisat for and holds it harmless against any claim, damage, loss, cost or expense of whatever nature made against the customer by any third party arising from or associated with the equipment supplied by Safrisat. the customer's or a third party's use, operation, or storage of the equipment, the customer's representations given to third parties, in respect of the equipment or any other matter for which Safrisat would not be liable to the customer under these terms.

15.3 If any equipment or any part of them are to be supplied in accordance with specifications, measurements, or any other such instructions furnished by the customer, the customer shall not have any claim of any nature whatsoever against Safrisat for any loss or damage sustained by the customer or any third party as a result of any error, discrepancy, or defect in those specifications, measurements or other instructions, or if the equipment in question are not suitable for the purpose for which they are required, whether that purpose was known to Safrisat or not.

1. If the customer breaches any provision of this agreement, or fails to pay any amount by the due date, Safrisat shall, without prejudice to any other remedies that it has available to it, be entitled to:

1.1 Suspend or cease performance of its obligations to the customer until the customer's breach has been remedied;

1.2 Summarily cancel the sale of any equipment or services to the customer;

1.3 Repossess any Goods which have not been paid for;

1.4 Exercise its lien over any of the customer's property in its possession and/or under its control; and/or

1.5 Summarily cancel this agreement or claim specific performance of all the customer's obligations whether or not such obligations have fallen due for performance

2. Force Majeure

2.1 Safrisat will not be liable to the customer for failing to perform its obligations in terms of this agreement because of an act of God or for any cause beyond its control;

2.2 Subject to the provisions of this agreement, in the event of delays in delivery, installation or performance caused by a force majeure event or the customer, the estimated date of delivery, installation or performance shall be extended by the period of time Safrisat is actually delayed.

3. This agreement and all transactions between Safrisat and the customer shall be governed by and decided upon in accordance with the laws of the Republic of South Africa.

4. The customer warrants that he/she has made all enquiries in terms of this agreement necessary to understand the terms and conditions of the transaction envisaged and the terms of this agreement

5. The customer, by attaching his/her signature to this quotation, warrants that he/she understands the content of terms and conditions, the rights and obligations on the parties and acknowledges that he/she deem the provisions of the terms and conditions, reasonable

6. The signatory to this agreement warrants that he/she is duly authorized to enter into this agreement on behalf of the customer.

7. In the case where solar panels are installed on rooftop Safrisat will exercise due caution where possible to ensure no damages are made to the integrity of the roof whilst carrying out the duty as required by the customer. However, in the case damage does occur the customer accepts that Safrisat will not be held liable for such damages or resultant damages.