



JNTM SOLAR SPECIALIST INSTALLATION TERMS & CONDITIONS V.7

These Terms and Conditions are designed to protect all parties involved and to provide guidance in the unlikely event of a dispute. They outline protections, ensuring our commitment to effective service and upholding warranties against any unfair practices by third parties.

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1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms in the JNTM T's and C's, unless the context otherwise requires:

Business Day means a day on which trading banks are open for banking business and shall not include a Saturday, Sunday or public holiday in Southern Africa.

Agreement refers to the legally binding arrangement between JNTM Solar Specialists and the Customer for either commercial or residential projects, as appropriate.

Confirmation applies specifically to the acceptance of the Quotation for residential projects, leading to a formal order. For commercial projects we will issue a contract.

Contract shall apply exclusively to commercial engagements and shall encompass the comprehensive conditions and stipulations as detailed within the contract document itself. This Contract comes into force upon the formal execution thereof, subsequent to the mutual affirmation of the Estimate Quotation by both JNTM Solar Specialists and the Customer.

Customer means the purchaser or entity of the PV System.

Deposit means the deposit to be paid to JNTM by the Customer in the amount specified in the quotation (residential) or contract (commercial).

Law or Laws means all statutes, regulations, proclamations, ordinances or by-laws as may be relevant to the Agreement, the Parties to this Agreement and the Agent and includes all statutes, regulations, proclamations, ordinances or by-laws issued under, varying, consolidating or replacing such statutes.

Outstanding Costs means the Total Cost payable by the Customer in relation to the installation of a Solar PV System as specified in the contract less any Deposit paid by the Customer.

Party or Parties means JNTM Solar Specialist and or the Customer as the context requires.

Site means the Customers premises where the Solar PV System is to be installed.

Solar PV System means the solar photovoltaic system (for grid-tied), or the solar photovoltaic and the BESS (Battery Energy Storage System) as specified in either the quotation or the contract to be purchased by the Customer and installed by JNTM Solar Specialists.



Standard Forms means those standard forms that shall be provided to the Customer including (but not limited to):

- (a) Application to connect small scale renewable energy systems to the Power Grid network (issued by the relevant municipal Power Grid).

Terms and Conditions means these Terms and Conditions of Contract (Commercial) or Quotation (Residential)

1.2 Interpretation

Unless stated otherwise:

- a) Singular terms include the plural, and vice versa.
- b) Obligations or representations made by two or more people bind them both together and individually.
- c) Obligations or representations benefiting two or more people apply to them both together and individually.
- d) Each obligation of a party is treated as a promise.
- e) References to parts, clauses, parties, annexures, exhibits, and schedules refer to those in this Solar System Installation Agreement.
- f) No interpretation rules will disadvantage any party just because they drafted this Agreement or any part of it.
- g) a reference to rands or ZAR or R shall mean South African Rands.



2. TERMS AND CONDITIONS

2.1 Acknowledgement

By signing the contract for commercial projects, the Customer acknowledges and agrees that,

- a) these Terms and Conditions shall apply from and including the date the contract is signed.
- b) the Agreement between the parties shall be deemed to be in force from the date of the contract.

2.2 Pricing and Payment

a) The pricing set out in the Quotation is:

- i. Valid for a period of 14 days following the EP quote.
- ii. Excludes any costs related to electricity or meter upgrades that may be required, as well as any changes or requests made by ESKOM, NERSA, the municipality, or the Home Owners Association. Such upgrade costs shall be borne entirely by the Customer and shall be payable directly to the relevant power utility or entity.

b) Payment Timing

- i. The Deposit is due at the time that the Customer submits Confirmation to JNTM Solar Specialists quotation (residential) and signature of contract (commercial).
- ii. The Outstanding Costs are due within 24 hours of the project's completion, or at another time agreed in writing with JNTM Solar Specialists. Payment is required once the installation is complete, and the Certificate of Compliance (COC), confirming that the Solar PV System meets the industry requirements and acceptance testing criteria and is operating according to its design specifications, will be handed over only after the total outstanding amount has been paid in full.



3. WARRANTIES and LIABILITIES

3.1 General

a) Upon receipt of the signed Contract (commercial projects) and/or Deposit confirming the project (commercial and residential projects); JNTM Solar Specialists shall

- i. schedule a provisional work/installation date for the Solar PV System with the Customer.
- ii. place equipment and material orders for the installation and then notify the Customer (upon request) the anticipated time required to order the Solar PV System and obtain the date that the Solar PV System will be delivered from the manufacturer.
- iii. contact the Customer as soon as JNTM Solar Specialists has obtained the delivery date information to confirm the final installation/work date or to reschedule the installation to a date that is mutually convenient.

b) JNTM Solar Specialists shall provide the Customer with a relevant Tax Invoice in relation to both the Deposit and the Outstanding Costs **only once the project is concluded and final payment received.**

3.2 Supply of Solar PV and/or Energy Storage System

a) The Customer acknowledges and agrees that JNTM Solar Specialists shall not be obliged to install any Solar PV System until the Customer has paid the Deposit as set out in the Quotation.

b) JNTM Solar Specialists shall not be liable for any loss or damage to the Customer in case installation date is changed due to unforeseeable circumstances.

- i. arising out of delays in the supply of the Solar PV System from the manufacturer or when the Customer has failed to pay the deposit to JNTM Solar Specialists timeously, or
- ii. where the manufacturers are unable to supply the products at the time they previously advised.
- iii. Or due to unforeseen circumstances including weather, etc.

3.3 Installation of Solar PV System

a) Upon receipt of the deposit and signed contract (commercial), JNTM Solar Specialists shall arrange for their teams to install the Solar PV System at the Customer's nominated address.

b) All installations shall be completed by competent and licensed team members to carry out the installation works.



c) The Customer acknowledges and agrees that:

- i. the installers shall complete a site inspection in relation to the proposed installation of the Solar PV System at the Customer's nominated address.
- ii. the location of the installation of the Solar PV System at the Customer's nominated address shall be mutually agreed between the parties prior to commencement of installation works; and
- iii. JNTM Solar Specialists shall not be liable to move or remove the Solar PV System after installation unless due to a technical fault with the Solar PV System.

d) JNTM Solar Specialists will take every reasonable precaution in conducting the Works at the Property. JNTM Solar Specialists will not be liable in respect of:

- i. the structural integrity of the Property.
- ii. the roof's ability to carry the weight of the Works.
- iii. any roof leaks or damages other than where JNTM Solar Specialists had to alter or drill into tiles or roof sheeting.
- iv. any effect the Works have on any roof manufacturer's warranty.
- v. any damage to the roof or Property which is not due to JNTM Solar Specialists negligence or breach of this Agreement; or
- vi. any pre-existing condition, fault or defect relating to the Property (including without limitation circumstances related to structural integrity, hidden defects, electrical wiring or cabling, gas or water pressure and the status or mounting of consumption meters).

e) JNTM Solar Specialists shall take all due care as to ensure a high standard of quality control of the installation work.

3.4 Warranties

(a) Warranty Terms: The warranties provided herein encompass both the terms and conditions stipulated by the manufacturer of the Solar PV System and those specifically set forth by JNTM Solar Specialists. The manufacturer's warranty terms may vary and will be confirmed and finalized at the time of contract execution.

(b) JNTM Warranty: Unless explicitly defined in the contractual agreement, JNTM Solar Specialists commit to a twelve-month on-site workmanship warranty for the installation of the Solar PV System, including the inverter, panels, and batteries. This warranty is limited to defects in workmanship performed by JNTM Solar Specialists. After the initial one-year JNTM workmanship warranty concludes, it is recommended that the client establishes a Service Level Agreement (SLA) with AMTM Solar Monitoring and Renovations (PTY) LTD to ensure continued maintenance of the solar system. The SLA includes comprehensive services such as biannual (twice a year) cleaning and testing of



photovoltaic (PV) panels, real-time system monitoring, repairs, and support for SSEG connection renewal. The service is charged annually at between 1% and 1.5% of the system's value, with a fee increase tied to inflation. Alternatively, clients can opt for a pay-per-service arrangement, but this may jeopardise warranties.

(c) Manufacturer's Warranty: All hardware components of the Solar PV System are covered under the respective manufacturer's warranty, details of which are subject to change and shall be specified at the time of contract signing.

(d) Warranty Exclusions:

i. This warranty shall not extend to cover any damage or defects arising from misuse, abuse, or operation of the Solar PV System in a manner not expressly authorized by JNTM Solar Specialists. Any such unauthorized use or tampering, including but not limited to alterations to system settings, shall void this warranty and possibly the equipment warranties. Unauthorized modifications include any changes to the system's hardware, software, or operational parameters not performed or approved by JNTM Solar Specialists. Examples include, but are not limited to, altering wiring, adding non-approved components, or adjusting system settings without prior consultation.

ii. The Company shall not be liable for any issues arising from third-party modifications, adjustments, or installations . **If** it is determined that a third-party installation or customer-induced modification has caused damage to any components of the solar system, the Company reserves the right to:

1. Deny further service or maintenance on the affected system.
2. Nullify any existing warranties on the damaged components, including but not limited to batteries, inverters, and other system parts.
3. Require the customer to engage an alternative installer for any future service, support, or maintenance.

Furthermore, the Company will not be responsible for costs incurred due to the improper installation or adjustment of the system by unauthorized parties.

iii. JNTM Solar Specialists shall not be liable for any repair costs arising from damage to the equipment due to external causes beyond the Company's control, including but not limited to, acts of war, riots, telecommunication line failures, software viruses, power surges, and acts of God (e.g., lightning, fire, flooding), or from exceeding the specified maximum load capacity of the equipment.

(e) Insurance Responsibility: Upon delivery of the equipment to the designated site, the Customer shall assume full responsibility for insuring the equipment against risks, including but not limited to, theft, weather-related damage, and other potential hazards. The Customer shall bear all risks of loss or damage to the equipment from the time of delivery. While JNTM Solar Specialists take all reasonable precautions to protect the system against lightning, JNTM Solar Specialists shall not be held liable for any damage caused by lightning strikes or similar natural events. It is the Customer's obligation to ensure appropriate insurance coverage is in place for such risks.



3.5 Service to Solar PV Systems

a) JNTM Solar Specialists shall, at its own cost within the first year workmanship warranty, promptly arrange to undertake any necessary repair and replacement works to the Solar PV System that are covered by the Customers Statutory rights or the warranty terms and conditions which provide the Customer with the maximum financial benefit. This clarifies that within the first year, JNTM will handle repair and replacement at no cost if it's within warranty, while service call-out fees apply for issues not related to installation or component faults. This separation ensures clarity on when fees are applicable.

b) In the event that a service call out is requested by the Customer and it is determined that the issue is not a result of a fault with the installation or the components of the Solar PV System, but rather due to unauthorized alterations or interference with system settings by the Customer, or physical damage caused by the Customer:

- i. The Customer shall be liable for all costs associated with such repair or replacement work, and
- ii. JNTM Solar Specialists' standard call-out rates shall apply to the service.



4. CUSTOMER OBLIGATIONS

4.1 Payments: Deposit and Payment of Outstanding Costs

- a) The Customer shall pay the Deposit in full to JNTM Solar Specialists upon signing the contract for commercial projects or upon confirmation of the quotation for residential projects, unless JNTM Solar Specialists agrees in writing to a longer payment period.
- b) The Customer shall pay the Outstanding Costs within 24 hours of the installation's completion, unless JNTM Solar Specialists agrees in writing to a longer payment period.
- c) Both the Deposit and the Outstanding Costs must be paid using the payment methods specified in the contract.
- d) If a financial institution declines or refuses to process the Customer's payment for either the Deposit or the Outstanding Costs, JNTM Solar Specialists may choose to:
 - (A) require the Customer to make the payment using an alternative method; or
 - (B) terminate this Agreement, in which case the Customer shall be liable for any financial penalties or fees incurred due to the payment refusal.

4.2 Documentation

The Customer hereby grants JNTM Solar Specialists the authority to act on their behalf in the completion and submission of all necessary documentation for the connection of the Solar PV System to the relevant municipal utility, ESKOM, and the National Energy Regulator of South Africa (NERSA). This authority includes, but is not limited to, the preparation of any requisite changes to tariffs for a Small-Scale Embedded Generation (SSEG) installation and the coordination of any necessary infrastructure upgrades such as transformers.

The Customer agrees to assist in the form-filling process and shall provide a written mandate authorizing JNTM Solar Specialists to act in this capacity. Furthermore, the Customer shall be responsible for all charges imposed by any municipality, ESKOM, or NERSA in relation to the SSEG application. These charges shall be paid directly by the Customer to the respective municipality, ESKOM, or NERSA. The Customer shall also bear all other associated costs arising from the aforementioned activities.

4.3 Risk and Insurance

Upon delivery of the equipment, the Customer is responsible for insuring the equipment against all insurable risks until the completion of the installation. JNTM recommends that the Customer obtains comprehensive insurance coverage that includes, but is not limited to, theft, weather-related damage, and other potential hazards.



4.4 Additional Costs

If, prior to the commencement of the installation work:

- (a) The Customer is responsible, at its own cost, for the removal of any trees, plants or any other objects that may cast a shadow on the Solar PV System, both at the time of installation and in the future.
- (b) In the event that, prior to the commencement of the installation work:
The verified cost of installing the Solar PV/BESS System increases by more than five percent (5%) due to factors beyond JNTM Solar Specialists' reasonable control, including but not limited to changes in supplier pricing or market fluctuations; and
JNTM Solar Specialists provides written notice to the Customer detailing the amount of such increase, along with evidence supporting the cost escalation, the following shall apply:

The Customer may either:

- i. Agree in writing to pay the verified increase in costs for the installation of the Solar PV System, in which case the Agreement will continue on the revised terms; or
- ii. Elect in writing not to proceed with the purchase, in which case:
 - The Agreement and these Terms and Conditions shall be terminated; and
 - JNTM Solar Specialists shall refund the Customer the amount of the Deposit, less any non-recoverable costs incurred by JNTM up to that point, within fourteen (14) days of receiving the Customer's notice.
- c) Should the Customer choose to renegotiate the terms of the Agreement due to the cost increase, JNTM Solar Specialists will make reasonable efforts to accommodate such renegotiations to ensure the continuation of the Agreement wherever feasible.

4.5 Warranty and Indemnification

a) The Customer acknowledges and agrees that JNTM Solar Specialists has relied upon the information provided by the Customer, both by way of the documentation, paperwork and verbally and the Customer warrants that it has provided any such information honestly and to the best of its knowledge.

(b) The Customer shall indemnify and hold harmless JNTM Solar Specialists from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Customer may suffer or incur in connection with the provision of false or inaccurate information.



4.6 System Design and Liability Clause

a) The solar power system provided herein has been designed and configured based on power usage data supplied at the time of installation, which includes but is not limited to historical power consumption records, site-specific measurements, and past utility billing data.

While it is acknowledged that power usage patterns may fluctuate over time due to variables such as the acquisition of additional appliances, changes in operational machinery, or the impact of extreme weather conditions, the Client acknowledges and agrees that the system has been engineered in accordance with the original power usage profile.

Should the Client's power consumption exceed the levels upon which the system's design and installation were predicated, the Provider shall not be held liable for any subsequent system failures, performance deficiencies, or damages arising therefrom. Any modifications, upgrades, or supplemental installations necessitated by increased power demands shall be executed exclusively by JNTM to ensure adherence to the terms and conditions set forth herein.

b) For the avoidance of doubt, this agreement provides as follows:

1. The Provider shall not bear any liability for system deficiencies, malfunctions, or damages resulting from modifications, adjustments, or installations performed by third parties that fail to comply with SANS 10142 standards and/or the warranty terms stipulated by the manufacturers of the system components.

2. Should any damage to system components, including but not limited to batteries, inverters, and solar panels, be deemed a consequence of third-party interventions or customer-induced modifications, the Provider reserves the right to:

- a. Decline any further service, maintenance, or support for the affected system.
- b. Nullify and render void all warranties applicable to the damaged components.
- c. Require the Client to seek an alternative installer or service provider for any future system maintenance, support, or upgrades.



5. TERMINATION OR CANCELLATION OF AGREEMENT.

Either party may terminate this Agreement upon providing thirty (30) days written notice should the other party breach any terms and conditions of this Agreement and fail to rectify such breach within thirty (30) days of written notification of the breach.

5.1 By JNTM Solar Specialists:

- (a) JNTM Solar Specialists may terminate the Agreement by notice in writing at any time prior to installation of the Solar PV System. If JNTM Solar Specialists cancels or terminates the Agreement pursuant to this clause then JNTM Solar Specialists shall refund the Deposit paid by the Customer within seven (7) working days of the termination notice date.
- (b) In the event that upon completion of a site inspection by JNTM Solar Specialists
 - i. there is no suitable location on the residence or other structure on which to install the Solar PV System; or
 - ii. it is not possible to install the Solar PV System due to the condition of the roof, building configuration or structure at the Site, then:
 - iii. this Agreement shall forthwith be terminated by notice in writing to the Customer and JNTM Solar Specialists shall refund the Deposit paid by the Customer within fourteen (14) days of such termination notice.
- (c) In the event that the Customer breaches this Agreement by failing to pay the Outstanding Costs, JNTM Solar Specialists shall provide an opportunity for dispute resolution or mediation prior to terminating the Agreement, in order to protect the interests of both parties. If the dispute resolution or mediation process fails to resolve the matter:

JNTM Solar Specialists may:

- (A) Require the Customer to pay the Outstanding Costs within seven (7) days of JNTM Solar Specialists issuing a notice to pay. After receipt of the Outstanding Costs, JNTM Solar Specialists shall continue with the installation of the Solar PV System; or
 - (B) Forthwith terminate the contract by notice in writing to the Customer; and
 - (C) JNTM Solar Specialists may repossess the Solar PV System, including all parts, components, and equipment, and the Deposit shall be forfeited to JNTM Solar Specialists."
- (d) In the event that following the site inspection the residence (or other structure as applicable) located at the Customer's nominated Site is destroyed, or so damaged as to make the installation of the Solar PV System impossible or dangerous, then JNTM Solar Specialists may elect by notice in writing to either:



- i. terminates the Agreement and return any Deposit paid in full to the Customer within fourteen (14) days; or
 - ii. continue this Agreement until such time as the relevant building or other structure located at the Site be repaired or rebuilt, in which case:
 - (A) The Customer shall be obliged to immediately pay to JNTM Solar Specialists the Outstanding Costs in full; and
 - (B) JNTM Solar Specialists shall complete the installation works as soon as practical after the Customer advises that the Site is available for the installation to commence.
- e) In the event that JNTM Solar Specialists terminates this contract pursuant to clause. 5.1(c) then:
- i. The Customer shall be liable for all costs incurred by JNTM Solar Specialists relating to the removal of the Solar PV System from the Site and the shipping of the Solar PV System back to JNTM Solar Specialists. Such costs shall be payable by the Customer upon receipt of a written demand from JNTM Solar Specialists; and
 - ii. JNTM Solar Specialists shall ensure that it repairs the Customers roof, so that it is waterproof, before leaving the Site after the removal of the Solar PV System, but JNTM Solar Specialists shall not be liable to the Customer for any costs required to return the roof to the exact condition it was in prior to the Solar PV System installation.

5.2 By Customer

If the Customer terminates this Agreement after paying a deposit, JNTM Solar Specialists will make reasonable efforts to sell any equipment purchased for the project to a future client. However, the process of reselling the equipment may take time, and any refund provided to the Customer will not match the exact deposit amount. The Customer must be prepared to forfeit a portion of the deposit, with the specific value depending on the outcome of the resale.



6. GENERAL.

6.1 Risk Passing:

The Customer and JNTM Solar Specialists acknowledge and agree that risk and title in the components and equipment comprising the Solar PV System shall pass to the Customer upon the Solar PV System componentry and parts being unloaded at the Site.

6.2 Amendments to this Agreement.

The Agreement may only be amended by agreement in writing between the parties.

6.3 Severance

If any term, condition, covenant or stipulation of the Contract or the Terms and Conditions or the application thereof to any person or circumstances is or becomes invalid or unenforceable the remaining terms, covenants, conditions and stipulations are not affected and each term, covenant, condition and stipulation of the Contract or the Terms and Conditions is valid and enforceable to the extent permitted by law.

6.4 Jurisdiction

This Agreement is governed by the laws of South Africa, and the parties agree to submit to the exclusive jurisdiction of the courts located in Johannesburg, South Africa."

6.5 Dispute Resolution

In the event of any dispute arising from or in connection with this Agreement, the parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within sixty (60) days, either party may request mediation. If mediation fails, the parties are free to pursue any right or remedy available to them under applicable law.