



DORMAN ENERGY STANDARD TERMS & CONDITIONS

Preamble

Dorman Energy (Pty) Ltd (“The Seller”) agrees to provide the renewable energy goods and related services identified in the quotation. These terms and conditions, together with the quotation, constitute the agreement between the purchaser and the seller (“The Parties”).

In these terms and conditions, unless clearly otherwise indicated by the context:

1. **“Agreement”** means the quotation and these terms and conditions read together.
2. **“The Seller”** means Dorman Energy (Pty) Ltd, a company incorporated under the laws of South Africa.
3. **“Delivery Date”** means the date specified in the quotation for the delivery of the goods and provision of the services. For goods and services delivered in portions or stages, delivery dates and payments shall be pro-rata to the completion of each portion.
4. **“SLA”** refers to any warranty or service level agreement between the Seller and the Purchaser as an addendum. All sales include a minimum of a 1-year SLA covering workmanship and the component warranty.
5. **“Warranties/Guarantees”** provided by third-party component suppliers are honoured on a “back-to-back” basis.
6. **“Parties”** refers to the Purchaser and the Seller, collectively or individually as indicated by context.
7. **“Purchase Price”** refers to the price for the goods and services as set out in the quotation.
8. **“Prime Rate”** refers to the interest rate (nominal annual compounded monthly in arrears) published by SARB as its prime overdraft lending rate.
9. **“Purchaser”** refers to the party stipulated in the quotation, including its successors-in-title.
10. Singular terms include the plural and vice versa.
11. References to natural persons include legal persons and vice versa.
12. Gender references include all genders (including neuter).
13. Clause headings are for convenience only and do not affect interpretation.
14. Defined terms in sub-clauses retain their assigned meanings throughout.

Quotation

The Seller’s quotation for goods and services is valid for 14 business days (or a longer period if stipulated). The Seller may, at its sole discretion, replace or install similar or alternative equipment if such changes do not detract from the overall performance and warranty.



Price, Ownership, and Payment

1. Risk in the goods passes to the Purchaser upon delivery.
2. Ownership remains with the Seller until full payment is received.
3. Payment terms are as specified in the quotation. Payments must be made without deduction or set-off.
4. Outstanding amounts accrue interest at 2% above the FNB prime rate.

Warranty / SLA / Exclusions

1. The Purchaser acknowledges that installation may involve drilling, painting, waterproofing, power supply work, electrical wiring, and scaffolding, with potential disruptions.
2. The Seller will:
 - Provide professional installation.
 - Communicate known issues.
 - Investigate the environment reasonably prior to installation.
 - Deliver systems as specified and honour warranties in accordance with best practices and manufacturer requirements.
3. The Purchaser indemnifies the Seller against claims for harm or damage arising from:
 - Factors beyond the Seller's reasonable control.
 - The Purchaser's failure to provide a suitable work environment.
4. The Seller's liability for losses or damages due to equipment faults or negligence is limited to the value of the installed equipment. No liability is accepted for consequential damages.
5. Performance estimates (e.g., payback calculations) are provided for guidance only unless explicitly guaranteed in writing.

Duty of Care

1. The Purchaser must:
 - Provide adequate rooftop space and disclose known issues affecting installation (e.g., pre-existing leaks, structural concerns).
 - Ensure that existing electrical installations comply with safety norms and regulations.
 - Obtain an independent structural certificate prior to installation, where required.
 - Arrange insurance coverage for risks beyond manufacturer warranties.
2. Additional or remedial work required for installation is for the Purchaser's account.



3. In cases of material remedial work, the Purchaser may cancel the contract, net of third-party costs incurred to date.

Third-Party Warranties

1. Guarantees are provided in accordance with manufacturer terms.
2. Unless otherwise agreed, warranties generally include a “return to base” clause. The Seller may act as an intermediary under the SLA to enforce supplier warranties.
3. Services outside the SLA or manufacturer warranties are chargeable, including labour, parts, and callouts.
4. The Seller’s workmanship is guaranteed for 24 months or the SLA duration, whichever is longer.
5. Service calls outside the SLA are charged at standard rates as advertised.

Product Specifications

1. **Solar Modules:** Panels (e.g., Canadian, Longi, Jinko, JA Solar) are Grade A/Tier 1. Variations in stock may result in minor deviations.
2. **Workmanship:** Includes a 2-year warranty for defects.
3. **Wi-Fi Monitoring:** The Purchaser must provide a network point at the inverter for commissioning and monitoring purposes.
4. **System Design:** Systems are designed primarily to offset electricity bills and do not guarantee off-grid functionality.
5. **Equipment Location:** Equipment must be installed in cool, dust-free environments. Restricted access is recommended to ensure warranty integrity.

Installation

1. Installations adhere to the quotation terms and are subject to stock availability.
2. Surge protection is included for both AC and DC systems.
3. Certificates of Compliance (COC) are issued upon full payment and project completion.

Payment Terms

1. Payments are milestone-based and must align with the completion stages outlined in the quotation.
2. A deposit is required upon acceptance. Materials delivered to the site include the main components (e.g., inverter, PV modules, and batteries, where applicable).
3. Municipal SSEG application approval does not affect payment terms.
4. Payment is due upon delivery of materials or services. Failure to pay may result in withholding goods or services.



Validity

1. Quotations are valid for 14 days and subject to stock availability.
2. Any additional engineering reports or structural certifications are excluded unless specifically stated and are for the Purchaser's account.

Post-Installation Support

1. Call-Out Process:

- Clients can log a call by contacting our dedicated support team via phone or email.
- Once the issue is logged, our technical team will assess the nature of the problem remotely (where possible) to determine if an on-site visit is necessary.
- If a site visit is required, a standard call-out fee will apply. This fee will be shared with the client upfront before scheduling the visit.

2. Costs:

- The call-out fee covers travel costs and the initial inspection of the system.
- If repairs or replacements are required, we will provide a detailed quotation for client approval before proceeding.

Warranty Issue Process for Inverter, Battery, or Panels

When a client reports an issue with their inverter, battery, or panels that falls under the manufacturer's warranty:

1. Problem Logging:

- The client logs the issue with our support team.
- We will collect detailed information about the fault and perform a preliminary remote assessment where possible.

2. Warranty Assessment:

- If we determine that the issue is likely a warranty claim, we will initiate the warranty process with the relevant manufacturer on the client's behalf.
- The client is informed of the expected timelines for the warranty claim and the steps involved.

3. Resolution:

- For warranty-related repairs or replacements, the manufacturer typically covers the cost of the faulty part. However, labour costs for removing, shipping, and



reinstalling the component may apply, and we will share this cost with the client before proceeding.

4. Exceptions:

- If the issue is found to be outside of warranty (e.g., due to user error, environmental factors, or damage unrelated to the product), we will provide a quotation for repair or replacement.

These terms and conditions form the entire agreement between the Purchaser and the Seller. By accepting the quotation, the Purchaser agrees to these terms.

Acknowledgment and Acceptance:

Quotation/Invoice Number: _____

Purchaser Name & Surname: _____

Signature: _____

Date: _____