STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRICAL SERVICES
ELECTRA CITY PROPRIETARY LIMITED

Effective: 30 October 2026

1. PURPOSE OF THE TERMS AND CONDITIONS

The purpose of this document is to establish the general terms and conditions which regulate the provision of electrical, solar and related services (the "**Electrical Services**") rendered by Electra City (Pty) Ltd ("**Electra City or the Service Provider**") to its clients (the "**Client**").

2. SCOPE OF APPLICATION

2.1. These Standard Terms and Conditions ("**Terms and Conditions**") shall apply to all quotations, orders, contracts and services provided by Electra City, unless otherwise agreed to in writing.

2.2. By accepting a quotation, signed a service agreement, placing an order, authorising work to commence or otherwise agreeing to receive the Electrical Services, the Client agrees to be bound by these Terms and Conditions, subject to applicable law.

2.3. Where a separate written agreement, accepted quotation or project-specific specification contains additional terms, those terms shall be read together with these Terms and Conditions. In the event of conflict, the specific written agreement shall prevail to the extent of the conflict, unless otherwise agreed in writing.

2.4. Any amendment to or deviation from these Terms and Conditions must be agreed to in writing by Electra City and the Client.

2.5. Nothing in these Terms and Conditions shall exclude or restrict any right or obligation that cannot lawfully be excluded or restricted under South African law.

3. CONDITIONS OF SERVICE

3.1. Electra City may:

3.1.1. undertake new electrical installations in residential, commercial, industrial or other buildings, as agreed with the Client;

3.1.2. undertake electrical work associated with renovations, alterations, extension and improvements to existing buildings. To the extent of the work shall be determined by the accepted quotation, agreed specifications and any subsequent written variations;

3.1.3. provide general electrical maintenance, inspections, fault-finding and repairs;

3.1.4. install new solar electrical systems and undertake additions, alterations, upgrades, maintenance or repairs to existing solar installations. The scope of each solar project shall be determined by the accepted quotation and agreed specification. Unless expressly guaranteed in writing, Electra City does not guarantee a particular energy yield, electricity saving, battery runtime, return on investment or uninterrupted power supply; and

3.1.5. undertake electrical inspections and testing and issue an Electrical Certificate of Compliance ("**CoC**") and associated test documentation where applicable, provided that the relevant legal requirements are satisfied and the person issuing the certificate is appropriately registered and authorised. A CoC shall only be issued following the required inspection, testing and verification of the relevant electrical installation. Electra City reserves the right to refuse to issue a CoC where the installation does not comply with applicable requirements. Where defects or non-compliant work are identified, the Client may be required to authorise and pay for the necessary corrective work before a CoC can be issued.

3.2. Any additional work, unforeseen repairs, changes to specifications or additional materials required during a project may be quoted separately. Electra City shall obtain the Client's approval before undertaking additional chargeable work, except where otherwise lawfully agreed or reasonably necessary to address an immediate safety risk.

4. ELECTRA CITY'S SERVICES AND OBLIGATIONS

4.1. Electra City provides electrical and solar-related services to residential, commercial and other clients, subject to the agreed quotation, scope of work and these Terms and Conditions. Electrical Services may include:

4.1.1. Electrical installations in new buildings and properties;

4.1.2. Electrical renovations, alterations, repairs and general maintenance;

4.1.3. Installation, repair and maintenance of lights, plugs, distribution boards, air-conditioning circuits, geyser circuits, geyser timers and related electrical components;

4.1.4. New solar power system installations, including applicable inverters, batteries, solar panels and associated equipment;

4.1.5. Additions, upgrades, repairs and modifications to existing solar installations, subject to the suitability and condition of the existing system; and

4.1.6. Inspection, testing and issuing or signing of CoCs, where requested and legally permissible, subject to the applicable inspection, testing, certification and regulatory requirements.

4.2. Electra City shall perform the agreed Electrical Services with reasonable skill, care and diligence, using competent personnel.

4.3. Electra City shall perform the Electrical Services in accordance with applicable South African legislation, regulations, electrical safety requirements and relevant technical standards applicable to the work, including requirements governing electrical installations and CoCs.

4.4. Electra City's obligations shall be limited to the Electrical Services described in the accepted quotation, written agreement or other written confirmation of the agreed scope of work.

4.5. Electra City may use suitably competent employees, contractors or subcontractors to perform all or part of the Electrical Services, where appropriate and permitted by applicable law.

4.6. Where included in the accepted quotation, Electra City shall supply or arrange the supply of materials and equipment reasonably required to perform the agreed Electrical Services. The products supplied shall be subject to the, product specifications, availability and any applicable manufacturer's terms and warranties.

4.7. Electra City's work on an existing electrical or solar installation shall be subject to the condition, design, capacity, accessibility and safety of that installation. Electra City shall not be responsible for pre-existing defects, concealed conditions, unauthorised alterations or faults in work performed by other persons.

4.8. Where an existing condition affects the safety, suitability, cost or feasibility of the Electrical Services, Electra City may notify the Client and recommend corrective work. Any additional work shall be discussed and agreed upon before it is undertaken, except where immediate action is reasonably necessary to address an urgent safety risk and is legally permissible.

4.9. Where applicable to the agreed Electrical Services, Electra City shall carry out appropriate testing, inspection or commissioning of the work performed. The extent of testing and commissioning shall depend on the nature of the installation, the agreed scope of work and applicable legal and technical requirements.

4.10. Where a CoC is requested, Electra City shall issue or sign the CoC only where the relevant installation has been inspected and tested as required and the applicable legal requirements for certification have been satisfied.

4.11. Payment for work, installation or inspection does not, by itself, guarantee that a CoC can be issued. Where defects or non-compliant work are identified, any necessary corrective work and associated charges shall be discussed with the Client and charged for where necessary.

4.12. Any individual who issues or signs a CoC remains subject to the professional, statutory and regulatory responsibilities applicable to that individual in their capacity as a registered person. Nothing in these Terms and Conditions shall be interpreted as transferring, excluding or limiting any such obligations to the extent that they are imposed personally by applicable law.

4.13. Any CoC issued or signed by an Electra City director, employee or registered person shall not be interpreted as a guarantee that every electrical component, appliance, item of equipment, circuit, system or condition at the Client's premises has been inspected or tested, or that no latent, concealed or intermittent defect exists outside the scope of the required inspection and testing. Electra City cannot guarantee that no fault or failure will arise in the future. Electra City shall not be liable for subsequent faults, defects, damage, injury or loss to the extent caused by inadequate maintenance, misuse, deterioration, unauthorised alterations, third-party interference or other circumstances occurring after certification and outside Electra City's responsibility. The issue or signature of a CoC by an Electra City director, employee or registered person shall not, by itself, render Electra City liable for subsequent events or conditions for which it is not otherwise legally responsible.

4.14. The Client acknowledges that Electra City is the contracting party responsible for the Electrical Services provided to the Client under these Terms and Conditions. Where a director, employee or registered person of Electra City performs Electrical Services or signs or issues a CoC in the course and scope of Electra City's business, that person does so in their relevant capacity in connection with Electra City's services and does not, merely by doing so, become a party to the Client's agreement with Electra City or assume Electra City's contractual obligations personally.

4.15. If the Client identifies an apparent defect in workmanship relating to the Electrical Services, the Client should notify Electra City as soon as possible and provide sufficient information to allow the issue to be assessed.

4.16. Electrical and solar equipment may be subject to separate manufacturer or supplier warranties and Clients must claim from the manufacturers for any losses or consequences arising from defects in equipment. Where applicable, Electra City shall provide the warranty information made available to it or reasonably assist the Client with the relevant warranty process.

4.17. Where electrical or solar equipment supplied by Electra City through its supplier or manufacturer, become defective, malfunction or require inspection, repair or replacement,

Electra City may liaise with the relevant supplier or manufacturer in relation to the applicable warranty claim. Unless such costs are covered by the supplier or manufacturer under the applicable warranty or otherwise agreed in writing, the Client may be charged for additional site visits, travel, call-out, labour, testing, removal, reinstallation and related services required in connection with the defective or malfunctioning equipment, provided that the Client is informed of and agrees to the applicable charges before the additional work is undertaken. The existence of a supplier's or manufacturer's warranty does not, by itself, mean that Electra City is obliged to provide free call-out, travel or labour services.

4.18. Where Electra City provides a call-out service for which no written quotation is issued, Electra City shall inform the Client of the applicable call-out fee before the Client authorises the visit. By authorising the call-out after being informed of the fee, the Client agrees to pay that fee, subject to applicable law. The call-out fee covers the agreed attendance and any services expressly included in that fee. By verbally accepting the call-out fee and authorising Electra City to proceed with the call-out, the Client also agrees to be bound by these Terms and Conditions. Nothing in this clause 4.17. limits the Client’s rights under the Consumer Protection Act, 2008 or any other applicable law.

4.19. Equipment performance may depend on factors outside Electra City’s control, including product specifications, weather conditions, usage patterns, grid conditions, existing installations, third-party equipment and maintenance, to name a few. Unless expressly guaranteed in writing, Electra City does not guarantee a specific energy yield, electricity-bill saving, backup duration or financial return.

4.20. Electra City may recommend periodic inspections, servicing or maintenance based on the type, condition, usage and complexity of the electrical or solar installation and the cost shall be borne by the Client. Depending on the installation, inspections may be recommended approximately every six (6) to twelve (12) months, or at another interval advised by the manufacturer or a suitably qualified professional.

4.21. Electra City shall make reasonable efforts to complete the Electrical Services within the timeframe agreed with the Client. Completion dates may be affected by circumstances including adverse weather, product shortages, supplier delays, restricted site access, concealed defects, additional work, power interruptions or other circumstances beyond Electra City’s reasonable control.

4.22. Where a material delay occurs, Electra City shall, where reasonably practicable, inform the Client and discuss an appropriate revised timeframe.

4.23. Electra City shall make reasonable efforts to communicate with the Client regarding the agreed Electrical Services, material changes to the scope of work and significant issues affecting performance. Relevant quotations, invoices, reports, test results, certification

documents and other records shall be provided where applicable to the Electrical Services, required by law or agreed in writing, subject to lawful confidentiality and recordkeeping requirements.

4.24. Electra City provides a 2 (two) months workmanship warranty commencing from the date of practical completion of the relevant Electrical Services. During this period, Electra City will, at its discretion, inspect and remedy defects in workmanship established to have been caused by Electra City's failure to perform the Electrical Services with the required skill, care and standard of workmanship. The workmanship warranty does not cover the failure, malfunction or defect of equipment, appliances, components or materials arising from manufacturing defects, inherent product faults or ordinary component failure, where such failure is not attributable to Electra City's installation, workmanship, negligence or other breach of its obligations. Such equipment or component failures will be dealt with under the applicable manufacturer's or supplier's warranty.

4.25. Unless expressly agreed otherwise in writing, Electra City’s services do not include painting, plastering, patching, filling, tiling, redecorating or other building, repair or finishing work required following or arising from the installation or performance of its electrical, solar or related services. The Client is responsible for arranging and bearing the cost of such work.

5. CLIENT RESPONSIBILITIES

5.1. The Client shall provide Electra City with accurate and complete information reasonably required to assess, quote for and perform the requested Electrical Services. This includes relevant information concerning the property, existing electrical installations, solar systems, access restrictions, known defects, previous alterations and any known safety risks.

5.2. The Client shall ensure that Electra City and its authorised personnel have reasonable and safe access to the property or site at the agreed times to carry out the Electrical Services. The Client shall, where reasonably necessary, arrange access permissions, keys, permits and coordination with property owners, tenants, building managers or main contractors.

5.3. The Client shall ensure that the work area is reasonably accessible and prepared for the agreed work. Any additional work required because of restricted access, unsuitable site conditions or undisclosed obstacles may result in additional charges, subject to prior agreement where reasonably practicable.

5.4. The Client shall disclose any known hazards or unsafe conditions at the site that may affect the Electrical Services. The Client shall not knowingly require Electra City to perform work in circumstances that present an unlawful or unreasonable safety risk.

5.5. Electra City may suspend or postpone affected work where it reasonably considers the site unsafe, inaccessible or unsuitable for the work to proceed. Where practicable, Electra City shall inform the Client of the issue and any corrective action required before work resumes.

5.6. The Client is responsible for reviewing the quotation, scope of work, specifications, exclusions, pricing and payment terms before accepting the quotation.

5.7. Any work outside the accepted scope, including additional repairs, upgrades, replacement of defective components or work required because of concealed conditions, shall be quoted separately where practicable. Electra City shall obtain the Client's approval before undertaking additional chargeable work, except where immediate action is reasonably necessary to address an urgent safety risk and is legally permissible.

5.8. Unless otherwise stated in the accepted quotation or agreed in writing, the Client shall pay a deposit of 80% (**eighty per cent**) of the quoted amount before work commences or materials are ordered. The remaining balance shall be payable upon completion of the agreed Electrical Services, subject to any different payment arrangement expressly agreed in writing.

5.9. Where the quotation specifies milestone payments, staged installations or other payment arrangements, those terms shall apply.

5.10. The Client shall make payments by the due dates stated on the quotation or invoice. Any lawful interest, collection costs or other charges arising from overdue payments shall be recoverable only to the extent permitted by the applicable agreement and South African law.

5.11. The Client shall take reasonable steps to ensure the security of materials and equipment delivered to the site where those materials or equipment are under the Client's control or where responsibility for their safekeeping has been agreed or has lawfully passed to the Client.

5.12. In the event that the Client fails to make payment when due, Electra City reserves the right to pursue all lawful remedies available to recover the outstanding amount. Where materials or equipment supplied by Electra City remain unpaid for, and Electra City retains a lawful right to recover them, Electra City may arrange for their recovery or removal.

5.13. Where materials or equipment are stolen, lost or damaged, responsibility for the loss and any replacement costs shall be determined by the agreed allocation of risk, the circumstances of the loss and applicable law. The Client shall not be responsible for loss caused by Electra City to the extent that Electra City is legally liable for that loss.

5.14. Where the Client supplies or independently procures equipment, components, materials or products for use in connection with Electra City's services ("**Client-Supplied Equipment**"), the Client is responsible for ensuring that such equipment is suitable for its intended purpose

and compatible with the proposed installation. Electra City shall not be responsible for defects inherent in Client-Supplied Equipment or for the manufacturer's or supplier's warranty obligations. The Client must maintain appropriate insurance against loss of, theft of or damage to the Client-Supplied Equipment while it is delivered to or held at the site, including before installation and while awaiting installation.

5.15. The Client shall arrange and maintain insurance for the property, construction site, materials and equipment for which the Client bears the risk. In respect of equipment supplied by Electra City, the Client shall arrange and maintain insurance against loss of, theft of or damage to such equipment for its replacement value from delivery to the Client or the site designated by the Client, until installation and commissioning are completed, or for such other period as the parties may agree in writing.

5.16. The Client should confirm with its insurer that construction activities, stored materials, electrical equipment and solar installations are adequately covered. Unless expressly agreed in writing, Electra City does not provide insurance cover for the Client’s property or for materials and equipment for which the Client bears the risk.

5.17. The Client shall inform Electra City of any known defects, previous electrical or solar work, unauthorised alterations or third-party equipment that may affect the Electrical Services. Electra City shall not be held liable for any loss or damages caused by known or unknown defects caused by any other person or entity.

5.18. Where the Client supplies any equipment, materials or components for use in the Electrical Services, the Client shall ensure, to the extent reasonably within the Client’s knowledge and control, that such items are accurately described and suitable for the intended purpose. The Client shall disclose any known defects, limitations or compatibility issues. Electra City may inspect such items and may decline to install or use any item that it reasonably considers unsafe, unsuitable or incompatible with the agreed Electrical Services. Any resulting delay, replacement or additional work shall be dealt with in accordance with the applicable quotation and the provisions governing variations and additional costs.

5.19. Where the Electrical Services involve an existing installation, Electra City’s work may be affected by the condition, design, capacity or compliance of components outside the agreed scope. Additional work required to correct existing defects, or third-party work will incur additional charges, subject to the Client’s approval.

5.20. The Client shall obtain any property-owner consent, landlord approval, body corporate permission, municipal approval or other permission that is the Client’s responsibility to obtain before work commences. Electra City shall not be required to undertake work that would breach applicable law or a lawful site restriction. Where a required approval is outstanding, the work may be postponed until the approval is obtained. To the extent that the Client fails to

inform Electra City of any such outstanding approval, consent, permission or approval, the Client agrees to hold harmless and to indemnify Electra City against any claims, loss or damages however so arising.

5.21. Following completion of the Electrical Services, the Client shall use the installed electrical and solar equipment in accordance with the instructions, operating guidance and safety information provided by Electra City or the relevant manufacturer.

5.22. Failure to maintain equipment may affect its performance, reliability or warranty coverage. Any effect on liability shall depend on whether the failure to maintain caused or contributed to the relevant loss or defect and on applicable law.

5.23. The Client shall take reasonable steps to prevent further damage and shall not carry out, or permit others to carry out, work that may worsen the issue before Electra City has had a reasonable opportunity to assess it, except where immediate action is necessary for safety or to prevent further damage. This clause does not limit any mandatory rights or remedies available to the Client under applicable law.

5.24. Where the Client fails to provide agreed access, approvals, information, site preparation, payment or other requirements necessary for the Electrical Services, Electra City may reasonably adjust the work schedule and completion date.

5.25. Any additional costs directly arising from such delay may be charged only where permitted by the accepted quotation, agreed in writing or otherwise recoverable under applicable law.

5.26. The Client shall notify Electra City in writing as soon as reasonably practicable if the Client wishes to cancel, postpone or change the agreed Electrical Services.

5.27. The Client may be responsible for reasonable, lawful costs already incurred, materials specially ordered, work completed or non-refundable commitments made before cancellation, subject to the accepted quotation and any applicable statutory cancellation rights. No cancellation charge shall apply where prohibited by law.

5.28. Where Electra City is engaged to perform Electrical Services as a subcontractor on a construction site or project managed or controlled by a main contractor, the Client shall ensure, before work commences, that the main contractor maintains a valid Contractors All Risks (“CAR”) insurance policy that expressly covers Electra City, as subcontractor, in respect of the Electrical Services performed on the project. Such insurance shall, to the extent applicable to Electra City’s work, provide appropriate cover for loss of or damage to the works, materials, equipment and other insured property at the project site, including risks arising during installation, construction, testing and commissioning. The Client shall ensure that the main contractor confirms in writing, upon request, that Electra City is covered under the relevant policy and provides evidence of the applicable cover.

6. QUOTATIONS, PRICING AND ACCEPTANCE

6.1. Electra City may provide the Client with a written quotation describing the proposed Electrical Services, materials, equipment, pricing and any applicable terms or exclusions. Quotations shall be based on the information available to Electra City at the time they are prepared.

6.2. Unless otherwise stated in the quotation, all quotations shall remain valid for the period specified in the quotation. If no validity period is specified, Electra City may confirm or revise the quotation before accepting the Client's order, particularly where supplier pricing, material availability or other relevant costs have changed.

6.3. The quotation shall apply only to the Electrical Services, materials and equipment expressly described in it. Any work, materials, repairs, upgrades or other items not expressly included shall be excluded from the quoted price unless otherwise agreed in writing.

6.4. Where the work involves an existing electrical installation, solar system or building, the quotation may be subject to inspection, testing or confirmation of site conditions. Concealed defects, unforeseen conditions or additional requirements identified after work begins may require a revised quotation or additional charges.

6.5. A quotation shall be accepted when the Client communicates acceptance in writing, electronically, or through another method agreed with Electra City. Acceptance may also be established through payment of a required deposit or written instruction to proceed, where the circumstances reasonably indicate acceptance of the quotation and its applicable terms.

6.6. Electra City may defer commencement of the Electrical Services or the ordering of materials until the required deposit has been received and any necessary approvals, access arrangements or other preconditions have been satisfied.

6.7. Any deposit, advance payment or cancellation-related charge shall be dealt with in accordance with the accepted quotation and applicable South African law.

6.8. Prices shall be as stated in the accepted quotation and shall include only the items and Electrical Services expressly identified in it. Additional work, materials, equipment, call-outs or changes requested by the Client may incur additional charges.

6.9. Where reasonably practicable, Electra City shall provide the Client with the revised price or additional cost for approval before undertaking additional chargeable work, except where immediate action is reasonably necessary to address an urgent safety risk and is legally permissible.

6.10. Any material change to the agreed Electrical Services, specifications, equipment, quantities or installation requirements may affect the quoted price and completion timeframe. Electra

City and the Client should confirm material changes and any associated additional costs in writing before the changed work proceeds, except where immediate action is reasonably necessary and legally permissible.

6.11. If a quotation contains an obvious clerical, calculation or pricing error, Electra City shall notify the Client as soon as reasonably practicable after identifying it. Any correction or proposed revision shall be communicated to the Client for agreement before it is applied, subject to applicable law and any binding agreement already concluded.

6.12. Quoted materials and equipment are subject to availability from manufacturers, suppliers and distributors. If an item becomes unavailable, is discontinued or cannot reasonably be obtained within the expected timeframe, Electra City may propose a suitable alternative or revised timeframe.

6.13. Any material substitution or change affecting the agreed price, specifications or performance shall be discussed with the Client and approved before implementation, except where applicable law permits otherwise.

7. **WARRANTIES**

7.1. Electra City and Client ("**Party**") represent and warrant to the other Party that as at the date on which these Terms and Conditions are effective:

7.1.1. it has the necessary power and legal capacity to enter into and perform its obligations under the Roadmap and these Terms and Conditions and all matters contemplated herein, to sue and be sued in its own name, to carry on the business which it conducts and to own its assets;

7.1.2. it has taken all necessary corporate and/or internal action to authorise itself to be bound by these Terms and Conditions;

7.1.3. the provisions of these Terms and Conditions are and shall remain legally binding on it and the obligations imposed on it pursuant to these Terms and Conditions constitute its legal, valid and binding obligations, enforceable in accordance with their terms; and

7.1.4. the acceptance of these Terms and Conditions and performance of its obligations does not and shall not:

7.1.4.1. contravene any law or regulation to which it is subject;

7.1.4.2. contravene any provision of its constitutional documents; or

7.1.4.3. conflict with, or result in a breach of any of the terms of or constitute a default under any agreement or other instrument to which it is a party, or any licence

or other authorisation to which it is subject, or by which it or any of its property or revenues are bound, so as to prevent it from performing its obligations under these Terms and Conditions.

8. **BREACH**

8.1. If a Party (the "**Defaulting Party**") commits any breach of these Terms and Conditions and fails to remedy such breach within 10 (ten) Business Days (the "**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice (the "**Aggrieved Party**") will be entitled, at its option, to:

8.1.1. claim immediate specific performance by the Defaulting Party of the obligations which it has breached, with or without claiming damages; or

8.1.2. cancel the Electrical Services, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the date on which the notice is given.

8.2. The Aggrieved Party's remedies in terms of this condition 8 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

9. **INDEMNITIES**

9.1. To the fullest extent permitted by applicable South African law, the Client indemnifies and holds harmless Electra City its directors, employees and duly appointed representatives against any direct loss, damage, liability, claim, cost or reasonable legal expense incurred by the Service Provider arising from or in connection with:

9.1.1. The Client’s breach of these Terms and Conditions, the accepted quotation or any applicable written project agreement;

9.1.2. Any materially inaccurate, incomplete or misleading information, specification, drawing, instruction or documentation supplied by the Client, to the extent that the Service Provider reasonably relied on such information;

9.1.3. The Client’s failure to obtain any permit, approval, consent or authorisation that the agreement expressly requires the Client to obtain;

9.1.4. The Client’s failure to disclose known material defects, unsafe conditions, hazardous substances or other site conditions that materially affect the safe or lawful performance of the Electrical Services;

9.1.5. Any unauthorised alteration, repair, modification, interference with or misuse of the electrical installation, solar system, inverter, battery or other equipment by the Client

or a third party appointed or permitted by the Client, to the extent that such conduct causes the relevant loss;

9.1.6. Any equipment, materials or components supplied by the Client that are defective, unsuitable, unsafe or non-compliant, to the extent that the relevant loss arises from those defects or conditions and the Service Provider is not otherwise legally responsible.

9.1.7. Any damage to property or injury to persons caused by the Client's negligent, unlawful or wrongful acts or omissions, or those of persons for whom the Client is legally responsible;

9.1.8. Any third-party claim arising from the Client's infringement of intellectual property rights, lack of authority to permit work on the premises, or unlawful provision or use of materials, plans, information or equipment supplied by the Client; or

9.1.9. Any reasonable costs incurred by the Service Provider in defending or resolving a third-party claim falling within this indemnity, provided that such costs are reasonably incurred and are legally recoverable.

9.2. The Client's indemnity obligations shall apply only to the extent that the relevant loss, damage, liability, claim or expense was caused by or is legally attributable to the acts, omissions, breach of contract or other circumstances for which the Client is responsible under this agreement and applicable law. The Client shall not be required to indemnify the Service Provider for any loss to the extent that it was caused by the Service Provider's own negligence, gross negligence, wilful misconduct, breach of contract or unlawful conduct, except to the extent that an allocation of such liability is expressly permitted by applicable law and validly agreed between the parties.

9.3. Where a third party brings a claim against the Service Provider that may give rise to an indemnity under this clause, the Service Provider shall, where reasonably practicable and legally permissible, notify the Client within a reasonable time after becoming aware of the claim. The parties shall cooperate reasonably in investigating, defending or resolving the claim. The Client shall not settle any claim in a manner that imposes an admission of liability, payment obligation or other obligation on the Service Provider without the Service Provider's prior written consent, which shall not be unreasonably withheld where the proposed settlement fully protects the Service Provider against the relevant claim.

9.4. Notwithstanding clauses 9.1, 9.2 and 9.3 above, the Client indemnifies and holds harmless Electra City, its directors, employees and duly appointed representatives against any claims, losses, damages, liabilities, costs and reasonable legal expenses arising from or in connection with products, equipment, components or materials sourced, procured or supplied by Electra

City from any third-party manufacturer, supplier or distributor, irrespective of whether such products, equipment, components or materials are defective or non-defective. This indemnity includes claims relating to product failure, malfunction, performance, suitability, compatibility, availability, replacement, use, installation or operation, to the extent permitted by applicable South African law. This indemnity shall not apply to the extent that the relevant loss arises from Electra City's own negligence, wilful misconduct, breach of contract or unlawful conduct, or where the indemnity is prohibited by applicable law. Nothing in this clause excludes or limits any mandatory statutory rights or liabilities under South African law.

9.5. Any amount recoverable under this indemnity shall be subject to the limitation of liability provisions contained in these Terms and Conditions, to the extent that those provisions validly apply to the relevant claim and may lawfully limit the relevant liability. For the avoidance of doubt, this clause does not create an unlimited indemnity or impose liability on the Client for losses that are not legally attributable to the Client. No limitation or exclusion shall apply where it is prohibited by applicable law.

10. **ARBITRATION**

10.1. A dispute which arises in regard to:

10.1.1. the interpretation of; or

10.1.2. the carrying into effect of; or

10.1.3. any of the Parties' rights and obligations arising from; or

10.1.4. the termination or purported termination of or arising from the termination of; or

10.1.5. the rectification or proposed rectification of these Terms and Conditions,

or out of or pursuant to these Terms and Conditions (other than where an interdict is sought or urgent relief may be obtained from a court of competent jurisdiction), shall be submitted to and decided by arbitration.

10.2. That arbitration shall be held:

10.2.1. with only the Parties and their legal representatives present thereat; and

10.2.2. in Sandton, South Africa.

10.3. It is the intention of the Parties that the arbitration shall, where possible, be held and concluded in 20 (twenty) business days after it has been demanded. The Parties shall use their best endeavours to procure the expeditious completion of the arbitration.

10.4. Save as expressly provided in these Terms and Conditions to the contrary, the arbitration shall be subject to the arbitration legislation for the time being in force in South Africa.

10.5. There shall be 1 (one) arbitrator who shall, if the question in issue is:

10.5.1. primarily an accounting matter, an independent chartered accountant with not less than 10 (ten) years' experience as a chartered accountant;

10.5.2. primarily a legal matter, a practising senior counsel or, alternatively, a practising attorney with not less than 15 (fifteen) years' experience as an attorney; or

10.5.3. any other matter, a suitably qualified person.

10.6. The nomination of the arbitrator shall be agreed upon between the Parties in writing or, failing agreement by the Parties within 5 (five) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the Chairman for the time being of Arbitration Foundation of Southern Africa (or its successor-in-title) who, in making his nomination, shall have regard to the nature of the dispute. Upon the aforesaid nomination, the Parties shall forthwith appoint such person as the arbitrator. If the aforesaid Chairperson fails or refuses to make the nomination, either Party may approach the High Court of South Africa to make such an appointment. To the extent necessary, the court is expressly empowered to do so.

10.7. The Parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential.

10.8. The arbitrator shall be obliged to give his award in writing fully supported by reasons. His award shall be final and binding on the Parties to the dispute.

10.9. The provisions of this condition are severable from the rest of these Terms and Conditions and shall remain in effect even if the Electrical Services are terminated for any reason.

10.10. Neither condition 10 nor anything else contained in these Terms and Conditions or any other document shall preclude any Party from obtaining relief on an urgent basis from a court of competent jurisdiction.

11. **CONFIDENTIALITY**

11.1. Any information obtained by the Client in terms, or arising from the implementation, of these Terms and Conditions, the rendering of the Electrical Services shall be treated as confidential by the Parties. All information, documentation or knowledge directly or indirectly received or obtained from Electra City in the course of negotiations or as a result of any business relationships, whether it is in written, electronic, visual, verbal or audio form, that in good faith can be identified as confidential or of a proprietary nature. Such information shall remain

confidential and may not be copied, disclosed to third parties nor used directly or indirectly for purposes other than those specified in these Terms and Conditions. In particular, all documents, designs, drawings, calculations, samples and similar items shall be treated and handled as strictly confidential by the Client and returned to Electra City upon its request for any reason whatsoever.

11.2. Upon Electra City's request, the Client shall sign and execute any specific non-disclosure agreements. All information shall not be used, divulged, or permitted to be divulged to any person not being a Party to this Agreement, without the prior written consent of Electra City, save that:

11.2.1. each Party shall be entitled to disclose such information to its employees, and to its directors, shareholders, professional advisors, funders, agents, suppliers and sub-contractors in each case with who there exists the need to know for purposes of delivering the Electrical Services. The disclosing Party shall nonetheless direct such parties to keep relevant information confidential;

11.2.2. each Party shall be entitled to disclose any information which is required to be furnished by law or regulation, to pursue any legal remedy available to it, or by any recognised stock exchange;

11.2.3. each Party shall be entitled to disclose such information if such information is or becomes generally available to the public other than by the negligence or default of such Party or by the breach of this Agreement by such Party. The obligation of the maintenance of confidentiality shall survive the termination of the Electrical Services or any other contract entered between Electra City and the Client, and shall persist for a period of five (5) years;

11.2.4. each Party shall be entitled to disclose such information if the Party which disclosed same confirms in writing that it is disclosed on a non-confidential basis;

11.2.5. and each Party shall be entitled to disclose such information if such information has lawfully become known by or come into the possession of such Party on a non-confidential basis from a source other than the Party having the legal right to disclose same.

11.3. If a Party is required to disclose information as contemplated in condition 11.1, such Party will:

11.3.1. advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

11.3.2. take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

11.3.3. afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

11.3.4. comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

11.3.5. notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

11.4. The Service Provider shall be liable for any damage or loss caused by the Service Provider or its independent contractors' breach of the duty to maintain confidentiality or any other duty imposed by these Terms and Conditions.

12. **LIMITATION OF LIABILITY**

12.1. To the fullest extent permitted by applicable South African law, Electra City shall be liable to the Client only for direct loss or damage to the extent that such loss or damage is proven to have been caused by Electra City's breach of contract, negligence or other wrongful conduct for which it is legally responsible in connection with the Electrical Services.

12.2. Subject to applicable law, Electra City shall not be liable for any indirect, consequential, special or economic loss, including loss of profits, loss of revenue, loss of anticipated savings, loss of business opportunities, loss of production, business interruption or loss arising from the inability to use an electrical installation, solar system, inverter, battery or other equipment, except to the extent that such loss is not lawfully capable of being excluded or is otherwise recoverable under applicable law.

12.3. To the fullest extent permitted by law, Electra City's total aggregate liability to the Client arising out of or in connection with a particular project, whether in contract, delict (including negligence), breach of statutory duty or otherwise, shall not exceed the total amount actually paid or payable by the Client to Electra City under the accepted quotation for the specific Electrical Services giving rise to the claim. This limitation applies only to the extent that it is legally enforceable in respect of the relevant claim. Nothing in this clause excludes or limits liability that cannot lawfully be excluded or limited, including any liability that applicable law imposes personally on a registered person who issues or signs a CoC.

12.4. Electra City shall not be liable for loss, damage, defects, faults or non-compliance to the extent caused by:

12.4.1. pre-existing defects or unsafe conditions not caused by the Service Provider;

12.4.2. inaccurate or incomplete information supplied by the Client;

12.4.3. unauthorised alterations, repairs or modifications performed by the Client or third parties;

12.4.4. misuse, abuse, neglect or failure to undertake reasonably required maintenance;

12.4.5. equipment, materials or components supplied by the Client, to the extent that the relevant loss is attributable to their defect or unsuitability and the Service Provider is not otherwise legally responsible;

12.4.6. interruptions or disturbances in the electricity supply, utility infrastructure or third-party services; or

12.4.7. events beyond the Service Provider's reasonable control.

This exclusion shall apply only to the extent that the relevant circumstance caused or contributed to the loss and shall not exclude liability for Electra City's own conduct where such liability cannot lawfully be excluded.

12.5. Electra City shall not be liable for loss, damage, delay or additional costs to the extent caused or contributed to by the Client's breach of contract, failure to provide accurate information, failure to provide agreed site access, failure to obtain approvals allocated to the Client, failure to disclose known material hazards or failure to comply with reasonable written instructions relating to the Electrical Services.

12.6. Subject to applicable law and Electra City's Memorandum of Incorporation, Electra City may indemnify a director against liabilities and expenses incurred in connection with the bona fide performance of authorised duties on behalf of the Electra City, to the extent permitted by section 78 of the Companies Act, 2008. Any indemnification under this clause is subject to the limitations and exclusions prescribed by applicable law, including section 78(6) of the Companies Act, 2008, and does not extend to any liability or expense that Electra City is prohibited by law from indemnifying. Nothing in this clause excludes or limits the statutory, regulatory or professional responsibilities of a registered person arising from the inspection, testing or certification of an electrical installation.

For any queries regarding these Terms and Conditions, please contact Troy Cafetzoglou at troy@electracity.co.za.