

5 Geranium Street, Brackenhurst, Alberton

info@nevgridsolutions.co.za

065 556 4000



TERMS AND CONDITIONS OF SALE

NevGridSolutions (Pty) Ltd

Registration No: 2025/900779/07 (“NevGridSolutions”, “we”, “us”, “our”)

These Terms and Conditions of Sale (“Terms”) apply to all quotations, sales, supply, delivery, and installation of electric vehicle (EV) charging equipment, electrical components, and related services provided by NevGridSolutions to its customers (“Customer”).

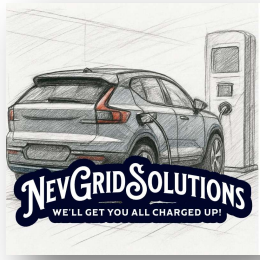
1. GENERAL

- 1.1 These Terms constitute the entire agreement between NevGridSolutions and the Customer, unless otherwise agreed in writing.
- 1.2 No variation, waiver, or indulgence shall be binding unless reduced to writing and signed by an authorized representative of NevGridSolutions.
- 1.3 Any indulgence granted by NevGridSolutions shall not constitute a novation or waiver of any rights.

2. QUOTATIONS AND ORDERS

- 2.1 All quotations are issued in writing and are valid for 14 (fourteen) calendar days from the date of issue, unless stated otherwise.
- 2.2 Quotations are based on information and specifications supplied by the Customer. NevGridSolutions shall not be liable for errors, omissions, or delays arising from incorrect or incomplete information provided by the Customer.
- 2.3 An order shall only be deemed accepted once: - the quotation has been accepted in writing by the Customer; - a valid purchase order has been received (if applicable); and - any required deposit has been paid.
- 2.4 NevGridSolutions reserves the right to reject any order at its sole discretion.

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3. PRICING AND VAT

- 3.1 All prices are quoted in South African Rand (ZAR).
- 3.2 VAT will only be charged if NevGridSolutions is registered for VAT at the time of invoicing. Should NevGridSolutions become VAT registered, VAT shall be charged at the prevailing statutory rate and shall be payable by the Customer.
- 3.3 Prices may be adjusted if there are changes in scope, specifications, exchange rates, supplier pricing, regulatory requirements, or site conditions.

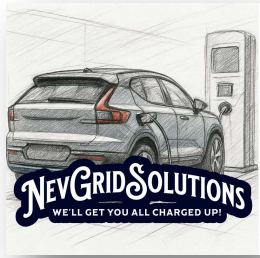
4. PAYMENT TERMS

- 4.1 Payment terms shall be as agreed in writing and reflected on the quotation or invoice.
- 4.2 Unless otherwise agreed in writing: - a 60% (sixty percent) deposit is payable upon acceptance of the quotation; and - the remaining 40% (forty percent) is payable immediately upon completion of installation on the day of completion.
- 4.3 All invoices are payable within the agreed period, calculated from the invoice date.
- 4.4 Interest on overdue amounts shall accrue at the prime lending rate plus 3% per annum, calculated daily.
- 4.5 NevGridSolutions reserves the right to suspend work, withhold delivery, disable services, and withhold the release of its own installation documentation, commissioning records, or handover information until full payment has been received.

5. DELIVERY AND INSTALLATION

- 5.1 Delivery and installation dates are estimates only and are subject to equipment availability and circumstances beyond NevGridSolutions' reasonable control.
- 5.2 Risk in goods shall pass to the Customer upon delivery to site or collection, whichever occurs first.

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5.3 Installation timelines are dependent on site readiness, electrical compliance, power availability, and any required third-party approvals.

5.4 Delays caused by the Customer, site conditions, non-compliance, or third parties shall not constitute a breach by NevGridSolutions.

6. CUSTOMER RESPONSIBILITIES

6.1 The Customer warrants that: - the installation site complies with all applicable electrical, building, and safety regulations; - sufficient electrical capacity is available for the installation; - uninterrupted access to the site is provided as reasonably required.

6.2 Any additional work, materials, or modifications required due to non-compliance, incorrect information, or unforeseen site conditions shall be quoted separately and may affect completion timelines.

7. ELECTRICAL CERTIFICATE OF COMPLIANCE (CoC)

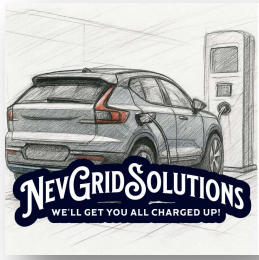
7.1 NevGridSolutions is not a registered electrical contractor for the purposes of issuing Electrical Certificates of Compliance (“CoC”) and does not issue CoCs.

7.2 Where a CoC is required by law, regulation, insurer, landlord, body corporate, or any other third party, the responsibility for obtaining such CoC rests solely with the Customer.

7.3 The Customer may, at its sole discretion: - appoint and contract a suitably qualified and registered electrical contractor directly to inspect the installation and issue a CoC; or - request NevGridSolutions to arrange, as an additional and optional service, a third-party registered electrical contractor to perform such inspection and issue a CoC.

7.4 Where NevGridSolutions arranges a third-party electrical contractor at the Customer’s request: - NevGridSolutions acts solely as an intermediary for coordination purposes; - the third-party contractor remains fully responsible for the inspection, findings, and issuance (or refusal) of the CoC; - all costs associated with the inspection and CoC shall be for the Customer’s account and may be invoiced separately.

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7.5 NevGridSolutions shall not be liable for: - the outcome of any CoC inspection; - delays arising from third-party electrical contractors; - any remedial work required to achieve compliance, whether identified before or after installation.

7.6 The absence, delay, or refusal of a CoC shall not constitute a defect in the goods supplied or installation services performed by NevGridSolutions, provided such goods and services were delivered in accordance with the agreed scope of work.

8. OWNERSHIP AND RISK

8.1 Ownership of all goods supplied shall remain vested in NevGridSolutions until payment in full has been received.

8.2 Goods shall remain movable and severable property, even if installed or affixed to immovable property.

8.3 The Customer undertakes to ensure that landlords, body corporates, or other third parties acknowledge NevGridSolutions' ownership rights where applicable.

9. WARRANTIES

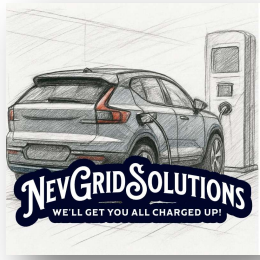
9.1 NevGridSolutions warrants that goods supplied will be free from defects in materials and workmanship for 12 (twelve) months from the date of delivery, subject to applicable manufacturer warranties.

9.2 Warranties are conditional upon: - installation by NevGridSolutions or an approved installer; - use in accordance with manufacturer specifications; - no unauthorized modifications, misuse, or neglect.

9.3 Software, connectivity, cloud services, and network availability are subject to third-party providers and are not guaranteed to be uninterrupted or error-free.

9.4 NevGridSolutions' warranty obligations are limited, at its discretion, to repair or replacement of defective goods.

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10. EXCLUSIONS AND LIMITATION OF LIABILITY

10.1 NevGridSolutions shall not be liable for: - consequential, indirect, or incidental damages; - loss of profit, revenue, data, or business interruption; - damage resulting from power surges, grid failures, load shedding, or third-party systems.

10.2 NevGridSolutions' total liability arising from any order shall not exceed the value of the goods and/or services supplied under that order.

11. CANCELLATION

11.1 Orders cancelled by the Customer after acceptance may attract cancellation charges to cover costs incurred, including procurement and administrative costs.

11.2 Custom-made or special-order equipment may not be cancelled once procurement has commenced.

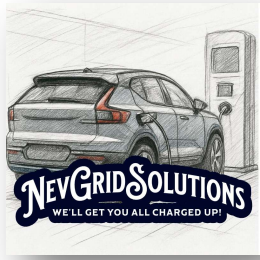
12. BREACH

12.1 Should the Customer breach these Terms and fail to remedy such breach within 7 (seven) days of written notice, NevGridSolutions shall be entitled, without prejudice, to: - cancel the agreement; - recover all outstanding amounts; and/or - reclaim goods where ownership has not passed.

13. FORCE MAJEURE

13.1 NevGridSolutions shall not be liable for failure or delay resulting from events beyond its reasonable control, including but not limited to load shedding, supplier delays, strikes, labor disputes, acts of God, or governmental actions.

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14. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

14.1 All designs, drawings, software, documentation, and technical information supplied by NevGridSolutions remain its intellectual property.

14.2 The Customer shall not copy, disclose, or reproduce such information without prior written consent.

15. DISPUTE RESOLUTION

15.1 The parties shall endeavor to resolve any dispute amicably.

15.2 Failing such resolution, disputes may be referred to arbitration in Gauteng, under the rules of the Arbitration Foundation of Southern Africa (AFSA).

16. GOVERNING LAW

16.1 These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

17. DOMICILIUM

17.1 NevGridSolutions' domicilium citandi et executandi is:

5 Geranium Street Brackenhurst Ext 2 Alberton Gauteng 1448

SIGNED / ACCEPTED BY CUSTOMER:

Name: _____

Signature: _____

Date: _____

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