GENERAL SALES TERMS AND CONDITIONS – INTEGRATED SOLUTIONS

All sales are subject to the following:

1. DEFINITIONS AND INTERPRETATION

1.1 "Balance of System Components" means all components described in the Quotation that are to be used in conjunction with any Batteries but do not form part of such Batteries, which components are sold by Solar MD as part of an Integrated Solution;

1.2 "Battery" means any battery sold by Solar MD as part of an Integrated Solution;

1.3 "Business Day" means any day of the week, excluding a Saturday, Sunday or public holiday in the Republic of South Africa;

1.4 "Buyer" means the person who has placed an Order with Solar MD;

1.5 "Calendar Day" means any day of the week, a Saturday, Sunday or public holiday in the Republic of South Africa;

1.6 "Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with Condition 2.6;

1.7 "Contract" means the contract between Solar MD and the Buyer for the sale and purchase of the Goods in accordance with these Conditions;

1.8 "Delivery Location" means the place where delivery of the Goods is to take place under Condition 5;

1.9 "Goods" means the Integrated Solution(s) (or any part of them) set out in the Order;

1.10 "Integrated Solution" means a battery storage system comprising Batteries and, if applicable, Balance of System Components, as sold by Solar MD as an integrated system;

1.11 "Intellectual Property" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.12 "Order" means the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of Solar MD's quotation, or overleaf, as the case may be;

1.13 "Parties" means Solar MD and the Buyer, and "Party" shall mean either of them as the case may be;

1.14 "Quotation" means Solar MD's quotation which results in an Order that is accepted by Solar MD as contemplated in Condition 2.4;

1.15 "Relevant Persons" means the Buyer, its Representatives and anyone to whom the Buyer sells the Goods, their Representatives and anyone who uses or accesses the Goods after the risk in such Goods has passed in terms of Condition 7.1;

1.16 "Representatives" means in relation to any person, such person's employees, directors, officers, representatives, or agents, advisers, consultants, suppliers, subcontractors or contractors (except that each Party's Representatives shall not include the other Party), and "Representative" shall have a cognate meaning;

1.17 "Specification" means the Solar MD, Solar MD supplier or original equipment manufacturer document detailing the specification of the Goods referenced in the Contract or provided by Solar MD and any other specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and Solar MD;

1.18 "Solar MD" means Solar MD (Proprietary) Limited, Reg No: 2014/169938/07; and

1.19 "Warranty Conditions" means the warranty conditions under Condition 9.7;

1.20 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.21 A reference to a Party includes its personal representatives, successors or permitted assigns.

1.22 A reference to "writing" or "written" includes faxes and emails.

1.23 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.24 Words in the singular include the plural and, in the plural include the singular.

1.25 A reference to one gender includes a reference to any other gender.

1.26 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law,

trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 A quotation for the Goods given by Solar MD shall not constitute an offer and, unless otherwise indicated by Solar MD in the quotation, it shall only be valid for a period of 30 (thirty) Calendar Days from its date of issue, provided that Solar MD has not withdrawn it.

2.4 The Order shall only be deemed to be accepted when Solar MD issues a written acceptance of the Order or (if earlier) Solar MD delivers the Goods to the Buyer, at which point the Contract shall come into existence.

2.5 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.

2.6 These Conditions apply to all Solar MD's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of Solar MD. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Solar MD which is not set out in the Contract. Nothing in this Condition shall exclude or limit Solar MD's liability for fraudulent misrepresentation.

2.7 The acceptance of all Orders by Solar MD is subject to the availability of the Goods at the date of acceptance.

3. DESCRIPTION

3.1 The quantity and a basic description of the Goods shall be as set out in the Order accepted by Solar MD, or if not described in the Order then in the Quotation. The Goods may be described in more detail in the Specification. The name and model number of the Batteries shall be referenced in the Quotation.

3.2 Any samples, drawings, descriptive matter and advertising issued by Solar MD and any descriptions or illustrations contained in Solar MD's marketing or product information documents (howsoever issued or published) are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or any other contract between Solar MD and the Buyer for the sale of the Goods and this is not a sale by sample.

3.3 Solar MD reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Solar MD shall notify the Buyer in any such event.

4. PURCHASE PRICE AND PAYMENT

4.1 Unless otherwise agreed by Solar MD in writing, the price for the Goods shall be the price set out in the Order accepted by Solar MD, or if not described in the Order then in the Quotation. Unless otherwise stipulated, all prices are ex-works prices and the Buyer shall in addition be liable for all costs of Solar MD conveying the Goods from Solar MD's works to the place of receipt of the Goods by the Buyer.

4.2 Unless otherwise specified in the Contract, the price of the Goods may be varied during the currency of the Contract in the event of a variation in the costs to Solar MD beyond their control, including costs of goods, labour, materials, freight, currency exchange rates or import duty rates affecting the manufacture of the Goods. Notwithstanding the above, the Buyer shall also bear any additional costs to Solar MD arising from alterations, omissions or discrepancies in any drawings, specifications or information supplied by the Buyer.

4.3 Unless otherwise specified in the Contract, the price for the Goods shall be exclusive of amounts in respect of value added tax (VAT), as well as the costs, and charges in connection with transport of the Goods. The Buyer shall, on receipt of a valid VAT invoice from Solar MD, pay to Solar MD such additional amounts in respect of VAT as are chargeable on the supply of the Goods together with such other amounts due by the Buyer.

4.4 Payment of the price for the Goods and any additional amounts shall be due and made in cash, by electronic funds transfer (EFT) (without any deduction by way of set-off or otherwise) on the dates agreed in writing by Solar MD or, if no such dates are agreed, then on presentation of invoice. Solar MD hereby reserves the right to charge interest at the rate of 2% (two percent) per annum over the prime overdraft rate from time to time of The Standard Bank of South Africa Limited on sums outstanding from the due date until payment. Solar MD also reserves the right to suspend the supply of any and all Goods pending receipt of all outstanding payments.

4.5 Time of payment shall be of the essence.

4.6 Should the Buyer fail to make any payment by the due date, then all amounts payable to Solar MD shall immediately become due despite any other provision.

5. DELIVERY

5.1 Unless otherwise agreed in writing by Solar MD:

5.1.1 delivery of the Goods shall take place at Solar MD'S place of business;

5.1.2 the Buyer shall, at its expense, provide adequate and appropriate equipment and manual labour for loading the Goods (including at the Delivery Location) and, if Solar MD delivers the Goods, then for offloading the Goods; and

5.1.3 the Buyer shall take delivery of the Goods within 10 (ten) Business Days of Solar MD giving it notice that the Goods are ready for delivery.

5.2 Unless otherwise agreed in writing and signed by a director of Solar MD, all dates and times stipulated by Solar MD for delivery are intended as an estimate only and Solar MD shall not be liable in any way for any loss or damage whatsoever (including consequential loss) which may result from non-delivery of the Goods by the date or time so stipulated, nor shall any such delay confer upon the Buyer any right to reject Goods and terminate the Contract, unless such delay exceeds 180 (one hundred and eighty) Calendar Days. Unless otherwise stipulated in the Quotation, time for delivery is not of the essence, and if no dates are specified in the Quotation, delivery shall be within a reasonable time.

5.3 If for any reason the Buyer fails to collect or accept delivery of any of the Goods when they are ready for collection or delivery, or Solar MD is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

5.3.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by Solar MD's negligence);

5.3.2 the Goods shall be deemed to have been delivered; and

5.3.3 Solar MD may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.4 Solar MD may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5.5 In the event of delivery prior to full payment, the Buyer shall maintain insurance on the Goods until such time as the outstanding amount is settled.

6. NON-DELIVERY

6.1 The quantity of any consignment of Goods as recorded by Solar MD upon despatch from Solar MD's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery, unless the Buyer can provide conclusive evidence proving the contrary.

6.2 Solar MD shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to Solar MD of the non-delivery within 5 (five) Business Days of the date when the Goods would in the ordinary course of events have been received.

6.3 Any liability of Solar MD for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

7. RISK AND TITLE

7.1 The Goods are at the risk of the Buyer from the time of delivery whereafter the Buyer shall take all reasonable measures to ensure that the Goods are stored, transported, installed and commissioned, and shall procure that the Goods are thereafter used, operated, maintained, serviced and disposed of, in strict accordance with the installation and operating manual issued by Solar MD.

7.2 If the Buyer or its appointed haulier collects the Goods from Solar MD, risk in and to the Goods shall pass to the Buyer on collection of the Goods from Solar MD'S premises in which case the haulier shall be deemed to be the agent of the Buyer. If the Buyer requires and Solar MD agrees that loading is to be effected or assisted by Solar MD then such loading shall be at the sole risk of the Buyer.

7.3 If Solar MD or its appointed haulier delivers the Goods to the Buyer, risk in and to the Goods shall pass to the Buyer upon completion of the off-loading of the Goods at the Delivery Location. If the Buyer requires and Solar MD or its appointed haulier agrees that off-loading is to be effected or assisted by Solar MD or its appointed haulier, then such off-loading shall be at the sole risk of Solar MD.

7.4 Ownership of the Goods sold in terms of the Contract shall remain vested with Solar MD and shall not pass to the Buyer until Solar MD has received in full (in cash or cleared funds) all sums due to it in respect of: (i) the Goods; and (ii) all other sums which are, or which become due to Solar MD from the Buyer on any account.

7.5 The Goods shall not in any way be hypothecated or pledged until such time as the full purchase price is paid. Where the Goods are to be stored at leased premises, the Buyer hereby undertakes promptly to inform the lessor thereof that Solar MD has retained the right of ownership over all Goods, and the Buyer undertakes to confirm service of such notice. If so requested, the Buyer shall promptly provide Solar MD with the lessor's contact details, and Solar MD may notify the lessor that the Goods are not owned by the Buyer.

7.6 Solar MD shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Solar MD.

7.7 On termination of the Contract, howsoever caused, Solar MD's (but not the Buyer's) rights contained in this Condition 7 shall remain in effect.

8. LIMITATION OF LIABILITY

8.1 Subject to Conditions 3, 5, 6 and 9 and to the fullest extent permitted by law, the following provisions set out the entire financial liability of Solar MD (including any liability for the acts or omissions of its

Representatives) to the Buyer and any third party in respect of:

8.1.1 any breach of these Conditions;

8.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

8.1.3 any representation, statement or delictual act or omission, including negligence, arising under or in connection with the Contract, including, without limitation, the supply or performance of the Goods.

8.2 Subject to Condition 9, all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise are, to the fullest extent permitted by law, hereby excluded from the Contract.

8.3 Nothing in these Conditions excludes or limits the liability of Solar MD for:

8.3.1 death or personal injury caused by Solar MD's negligence;

8.3.2 any matter which it would be illegal for Solar MD to exclude or attempt to exclude its liability; or

8.3.3 fraud or fraudulent misrepresentation.

8.4 Subject to Conditions 8.2 and 8.3 and to the fullest extent permitted by law:

8.4.1 Solar MD's total aggregate liability in contract, delict (including, without limitation, negligence or breach of statutory duty), strict liability, misrepresentation, restitution or otherwise, arising directly from or in connection in any way whatsoever with the performance or contemplated performance of the Contract, including, without limitation, the supply, performance, failure in or defective performance, of the Goods, shall in all circumstances be limited to the price paid by the Buyer to Solar MD for the Goods in connection with which the liability arises;

8.4.2 Solar MD shall not be liable to the Buyer or any third party for any pure economic loss, loss of profit, loss of business, loss of use, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for indirect or consequential loss, damage or compensation whatsoever (howsoever caused) which arises out of or in connection with the Contract, including, without limitation, the supply or performance of the Goods; and

8.4.3 Solar MD shall not be liable to the Buyer, its Representatives or any third party for any claims for losses or damages that may arise, whether directly or indirectly and whether in whole or in part, as a result of or in connection with any event(s) or circumstance(s) beyond the reasonable control of Solar MD, including, without limitation, any negligent or wilful act or omission on the part of any supplier of Solar MD or the Buyer's Representatives (including contractors). Without limiting the generality of the above, the Buyer accepts that Solar MD does not undertake, and shall therefore in no way be responsible for any claims for losses or damages that may arise from, the installation of the Goods.

8.5 To the fullest extent permitted by law, the Buyer hereby indemnifies and shall keep indemnified Solar MD from and against all claims, proceedings, loss, damage or liability suffered by Solar MD resulting from: (i) a breach of any of the terms of the Contract by the Buyer and/or its Representatives; (ii) any act, omission, neglect or default by the Buyer or its Representatives or any third party for whose acts it is liable for under applicable law; or (iii) any unauthorised claim or representation, modification, alteration, enhancement or alike made by or on behalf of the Buyer in respect of any Goods.

8.6 To the fullest extent permitted by law, the Buyer hereby acknowledges that under no circumstances shall Solar MD be liable for (i) the death of, or injury to, any natural person; (ii) an illness of any natural person; (iii) any loss of, or physical damage to, any movable or immovable property; and (iv) any economic loss that results from any harm contemplated in (i) to (iii); where any such harm results, whether directly or indirectly and whether wholly or partially, from any act or omission on the part of the Buyer or its Representatives in relation to the resale, installation, commissioning, use, operation, maintenance, servicing or disposal of the Goods or their components. To this end, the Buyer hereby indemnifies and shall keep indemnified Solar MD from and against any and all claims, proceedings, loss, damage or liability suffered by Solar MD resulting from any of the harms contemplated in this Condition 8.6 to the fullest extent permitted by law.

8.7 The Buyer understands that while lithium-ion batteries provide an effective and efficient source of power and are generally safe during normal use in normal conditions, the likelihood of them overheating, catching on fire, and even leading to explosions increases when they are damaged or improperly used, charged or stored. The Buyer undertakes to carefully read and follow and ensure that its Representatives and other Relevant Persons carefully read and follow Solar MD's or the applicable manufacturer's guidelines and instructions in any form that these may be issued. The Buyer undertakes to ensure that its Representatives and other Relevant Persons possess sufficient knowledge and experienced to use, operate, install, commission, and/or keep the Goods in a reasonable and prudent manner. The Buyer agrees that Solar MD shall have no

obligations under a Contract or otherwise in respect of, and the Buyer hereby waives, and shall procure that any other Relevant Person waives, any claim it may have against Solar MD, and indemnifies Solar MD from all the consequences of: (i) it or any other Relevant Persons, using, operating, installing, commissioning, or keeping the Goods in any manner which is inconsistent with Solar MD's or the applicable manufacturer's guidelines and instructions or terms or conditions or is otherwise inconsistent with what is expected or a reasonable person in the circumstances, including without limitation, improperly using, charging, disposing of or storing Batteries or using damaged Batteries; (ii) the combination, operation, or use of the Goods with other goods not provided by Solar MD, if any claim would have been avoided in the absence of such combination, operation, or use; or (iii) modification, alteration, or enhancement to the Goods not performed or expressly authorised by Solar MD.

8.8 The Buyer hereby acknowledges and confirms that it has no claim or right of action of any kind, arising in any capacity or in any jurisdiction, under section 61 of the Consumer Protection Act 68 of 2008 against Solar MD. To the extent that any such claim or right of action exists or may exist, whether in law or otherwise and whether or not presently known to any Party, the Buyer hereby irrevocably waives such claim and releases and forever discharges Solar from all and any liability in respect of it. To the extent that the claim or right of the Buyer under section 61 of the Consumer Protection Act 68 of 2008 cannot be waived by the Buyer for any reason whatsoever, the Buyer hereby agrees that Solar MD's total liability to the Buyer in respect of all other loss or damage arising under or in connection therewith shall be subject to the limitations imposed in terms of Condition 8.4.

8.9 Solar MD or its Representatives may, in good faith and upon request, provide the Buyer with ad hoc technical advisory support in relation to the performance of the Goods. Save to the extent stipulated in the installation and operating manual, together with any guidelines and instructions issued to the Buyer by Solar MD, Solar MD does not provide support to its customers in relation to the integration of the Goods with third-party systems, equipment and infrastructure. Accordingly, the Buyer hereby warrants and covenants that it and each other Relevant Person (i) is solely responsible for taking and shall take all independent advice reasonably necessary to integrate the Goods with third-party systems, equipment and infrastructure and attend to all activities incidental thereto (including, without limitation, the storage, transportation, set up, installation, commissioning, servicing and/or maintenance of the Goods) in accordance with these terms; and (ii) places no reliance on any views that may be shared by Solar MD or Solar MD's Representatives in relation to such integrations and incidental activities. To this end, the Buyer hereby waives, and shall procure that any other Relevant Person waives, any claim it may have against Solar MD or Solar MD's Representatives, and indemnifies Solar MD and Solar MD's Representatives from, all the consequences of relying on such views.

8.10 The Buyer hereby undertakes to ensure that the terms and conditions on which it resells any Goods to third parties incorporate (with the necessary changes) and are substantially aligned to and reflect the provisions set out in Condition 7.1, this Condition 8 and Condition 9 (with the corresponding definitions set out in Condition 1) with the effect that Solar MD's liabilities are consistently limited down the supply chain.

9. WARRANTIES.

9.1 The warranties covered by this Condition 9 are provided to the Buyer by Solar MD. The Buyer may provide the same warranties to any third party to whom the Buyer transfers ownership of the Goods, which warranties shall then be enforceable by that third party against the Buyer.

9.2 Battery Performance Warranty: Unless otherwise indicated in writing by Solar MD, Solar MD warrants that each Battery shall retain at least 60% (sixty percent) of the initially rated capacity of the Battery as printed on the label of the Battery and specified in the Battery Performance Warranty Schedule attached hereto and incorporated herein ("Nominal Capacity") for the shorter of:

9.2.1 the period stipulated in the Battery Performance Warranty Schedule hereto or, in the absence of such period being so specified, a period of 12 (twelve) years from the date of delivery of the Goods to the Buyer; or

9.2.2 a period of time from the date of delivery of the Goods to the Buyer until the Battery has provided the minimum energy throughput described in the Battery Performance Warranty Schedule.

9.3 Defects Warranty: Unless otherwise indicated by Solar MD in writing, and subject to Condition 9.4, Solar MD warrants the Goods purchased from Solar MD to be free, under normal use and service, of:

9.3.1 latent defects in material or workmanship that significantly impair the functionality of the Goods for:

9.3.1.1 in respect of a Battery, the shorter of (i) a period of 5 (five) years from the date of delivery of the Battery to the Buyer; or (ii) a period of time from the date of delivery of the relevant Battery to the Buyer until that Battery has provided the minimum energy throughput described in the Battery Performance Warranty Schedule (as the case may be); or

9.3.1.2 in respect of a Balance of System Component, the relevant period specified in the Quotation or, in the absence of such period being so specified, a period of 1 (one) year from the date of delivery of the Balance of System Component to the Buyer; and

9.3.2 patent defects in material or workmanship that significantly impair the functionality of the Goods for a period of 60 (sixty) Calendar Days from the date of delivery of the Goods to the Buyer, which period the Parties agree is reasonable for the purposes of discovering, examining and addressing such defects.

9.4 The Defects Warranty shall not apply in respect of any Balance of System Component covered by any warranty/ies made by the manufacturer of such Balance of System Component to Solar MD and the benefit(s) of which is/are assignable or otherwise capable of being passed on by Solar MD to the Buyer, as specified by Solar MD in the Specification. To the extent that the benefit of any warranties made by the manufacturer of such Balance of System Component to Solar MD can be assigned to the Buyer, Solar MD shall, if requested by the Buyer and at the cost of the Buyer, assign them to the Buyer. To the extent that the benefit of any warranties made by the manufacturer of such Balance of System Component to Solar MD cannot be assigned, Solar MD shall make a reasonable effort to obtain such benefit in accordance with the applicable warranty terms and conditions and, where possible, pass whatever benefit it receives from such manufacturer onto the Buyer. Until such assignment or passing-on, Solar MD will co-operate with the Buyer in any reasonable arrangements to provide the Buyer with the benefit of such warranties or like conditions, including enforcement at the cost of and for the benefit of the Buyer. The Buyer shall be responsible for ensuring that it meets the conditions for a claim for any benefits under any manufacturer's warranty contemplated by this Condition 9.4 and shall have no claim against Solar MD if such claim is unsuccessful (whether wholly or partially) for any reason whatsoever. To the fullest extent permitted by law, Solar MD makes no warranties in relation any Balance of System Component contemplated by this Condition 9.4.

9.5 Solar MD's obligations under each of the above warranties are conditional on (i) the Buyer sending Solar MD written notice (via email to support@solarmd.co.za) of any issue or defect in this regard within 10 (ten) Business Days of its discovery, or within 10 (ten) Business Days of the date on which the Buyer ought reasonably to have discovered the issue or defect; and (ii) the Buyer establishing to Solar MD's satisfaction, subject to Conditions 9.8 and 9.9, that the applicable Warranty Conditions have all been met.

9.6 Deviations of the capacity of the Battery from the Nominal Capacity are to be assessed solely according to Condition 9.2 and do not constitute a claim under Condition 9.3.

9.7 Warranty Conditions:

9.7.1 All Goods must be installed and commissioned by Solar MD or an installer approved by Solar MD and in strict accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD;

9.7.2 The Buyer must notify Solar MD of the commissioning of the Goods via email (support@solarmd.co.za) within a period of 31 (thirty-one) Calendar Days after commissioning by providing Solar MD with a commissioning report completed and signed by the commissioner at the time of commissioning;

9.7.3 All Goods must be duly operated, used, serviced and maintained, at the cost of the Buyer or any end user authorised by the Buyer, in strict accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD;

9.7.4 All Goods must have been stored and operated at all times after the date of delivery to the Buyer within an ambient temperature of between -10.0°C and 50.0°C;

9.7.5 The serial number(s) on the Goods or their components is/are must be identifiable and must not be modified in any material way.

9.7.6 The warranty claim must be notified to Solar MD within the applicable warranty period specified in Condition 9.2 or 9.3 (as applicable) and must not relate to any defects excluded in Condition 9.18;

9.7.7 The warranty claim must, as a minimum, include (i) the serial number of the Goods in question; (ii) a copy of the original invoice relating to the Goods in question, unless the Buyer has purchased the Goods in question from Solar MD; (iii) a copy of the fully completed and signed commissioning report compiled in respect of the Goods in question and any other suitable proof of the time of the initial commissioning of such Goods; (iv) a copy of the valid certificate of compliance relating to the electrical installation of the Goods in question; and (v) a clear and detailed description of the alleged Battery performance issues or Goods defect(s) (as the case may be);

9.7.8 The Buyer must, without undue delay, provide Solar MD, or a third party authorised by Solar MD, detailed information and documentation evidencing with complete, accurate and that the storage, transportation, installation, commissioning, use, operation, servicing, maintenance, care and repair of the Goods

concerned has at all times been undertaken in accordance with the applicable requirements set out in the installation and operating manual issued by Solar MD, as may be requested by Solar MD;

9.7.9 The Buyer must provide Solar MD, or a third party authorised by Solar MD, with: (i) unrestricted access to all relevant system data (including the logging file of the Goods concerned) in a form that has not been manipulated in any way; and (ii) unrestricted remote access to all relevant monitoring software in respect of the Goods concerned; within 7 (seven) Calendar Days after notification of the warranty claim to enable Solar MD to assess such claim;

9.7.10 The Buyer must adhere to any reasonable instructions issued by Solar MD, or a third party authorised by Solar MD, in respect of the system data and/or monitoring software relating to the Goods concerned;

9.7.11 The Buyer must grant Solar MD or a third party authorised by Solar MD with unrestricted access to the Goods concerned to enable Solar MD or such third party to assess the warranty claim and/or to provide warranty services in accordance with Condition 9.12; and

9.7.12 If requested by Solar MD, the Buyer must return the defective Goods or components thereof carriage paid to a location designated by Solar MD, for inspection (and, where applicable, repair) by Solar MD or a third party authorised by Solar MD.

9.8 Any relaxation or waiver by Solar MD of any Condition Precedent shall not in any way affect the validity, applicability and enforceability of any other Warranty Conditions.

9.9 Verification of a Battery Performance Warranty claim: For a claim under Condition 9.2, and unless otherwise agreed in writing and signed by a director of Solar MD, Solar MD shall test the capacity of the Battery according to the following standard test procedures to determine whether such a claim is warranted:

9.9.1 Ambient temperature during the test: 23-27°C

9.9.2 The Battery is charged to a state of charge of more than 80% (eighty percent) and cell balancing is performed.

9.9.3 The Battery is then discharged to the final discharge voltage or to a state of charge of 0.0% (zero percent) with a C-rate of 0.2. A waiting time of 30 (thirty) minutes follows.

9.9.4 The Battery is then charged using the constant current charging method at a C-rate of 0.2 up to the maximum charge voltage. Once this is reached, the constant voltage charging method is used to charge to a state of charge of 100% (one hundred percent). A waiting time of 30 (thirty) minutes follows.

9.9.5 The Battery is then discharged at a C-rate of 0.2 to the final discharge voltage or to a state of charge of 0% (zero percent).

9.9.6 The steps set out in Conditions 9.9.2 to 9.9.4 are then repeated once.

9.9.7 The capacity of the Battery is defined as the capacity measured on the battery DC side during the second discharge.

9.10 If the Buyer cannot establish that the applicable Warranty Conditions have been met, then the relevant warranty provided in this Condition 9 shall not cover, and the Buyer hereby waives and abandons, any claim in respect of the alleged breach of warranty.

9.11 Insofar as Solar MD, or a third party authorised by Solar MD, determines that no bona fide warranty claim has been made, or that a warranty claim is excluded and does not qualify for warranty services, in terms of this Condition 9, Solar MD may demand from the Buyer reimbursement for all expenses incurred in the assessment of such claim (including, without limitation, the inspection of the Goods concerned). The Buyer shall reimburse such expenses upon written request by Solar MD.

9.12 Warranty Services: Subject to the provisions of this Condition 9, Solar MD's obligation and liability under the warranties covered by this Condition 9 are expressly limited to, at Solar MD's sole option, providing one of the following warranty services within the applicable warranty period specified in Condition 9.2 or 9.3 (as the case may be) and, unless otherwise agreed in writing between the Parties, only within the Republic of South Africa:

9.12.1 Repairing or servicing the relevant Goods or component(s) thereof at the location of the Goods, at the site of Solar MD or at the site of a third party authorised by Solar MD;

9.12.2 Replacing the relevant Goods or components thereof covered by the warranties provided in this Condition 9, subject to Condition 9.14; or

9.12.3 Refunding the Buyer the remaining annually depreciated value of the purchase price of the Goods paid to Solar MD by the Buyer in accordance with the following scheme, subject to any reductions that Solar MD is permitted to make in terms of the Contract:

Class	Applicable Period from date of purchase from Solar MD	Maximum Refund
I	From 1st to 24th month	100% of the purchase price
II	From 25th to 36th month	72% of the purchase price
III	From 37th to 48th month	58% of the purchase price
IV	From 49th to 60th month	44% of the purchase price
V	From 61st to 84th month	22% of the purchase price
VI	From 85th to 108th month	9% of the purchase price
VII	From 109th to 144th month	4% of the purchase price
VIII	After 144th month	No refundavailable

9.13 Solar MD may commission third parties authorised by Solar MD to carry out the warranty services.

9.14 For the purposes of Condition 9.12.2:

9.14.1 If the original Goods or component(s) of the Goods to be replaced is/are no longer available or can only be procured or manufactured at an expense that Solar MD, in its sole discretion, reasonably considers disproportionate in the circumstances, Solar MD reserves the right to supply a replacement product or component that is functionally equivalent to the original Goods or component of the Goods covered by the warranties provided in this Condition 9.

9.14.2 Upon the commissioning of the replacement product or component, the original Goods or component(s) that has/have been replaced become(s) the property of and, if applicable, must be returned to Solar MD at the cost of the Buyer.

9.15 The warranties covered by this Condition 9:

9.15.1 shall apply to any repaired or replacement Goods supplied by Solar MD but only for the duration of the initial warranty period(s) specified in Condition 9.2 and/or 9.3 (as applicable);

9.15.2 shall not be extended beyond the warranty periods specified in Conditions 9.2 and 9.3; and

9.15.3 are separate to and do not limit or supersede any warranties provided in respect of any other product sold or distributed by Solar MD.

9.16 No employee or representative is authorised to modify the provisions of this Condition 9, unless such modification is made in writing and signed by an authorised officer of Solar MD.

9.17 Solar MD shall under no circumstances be liable in terms of this Condition 9 for any duties, taxes, environmental fees (including, without limitation, fees relating to the disposal or handling of Batteries) or any other charges whatsoever, or any liability for direct, indirect, incidental, or consequential damages.

9.18 Excluded Defects: Subject to Condition 9.19, the warranties covered by this Condition 9 do not extend to Goods or their components that have been impaired, damaged or destroyed in or as a result of any of the following circumstances after the date of delivery of the Goods to the Buyer:

9.18.1 The Goods or their components were not duly stored, transported, set up, installed, commissioned, serviced and maintained in accordance with best industry practice, applicable laws and applicable instructions in the installation and operating manual provided by Solar MD;

9.18.2 The Goods or their components have not been installed, commissioned, serviced, maintained or repaired by Solar MD or a person approved by Solar MD;

9.18.3 The Goods or their components have been operated contrary to their intended use or in a manner that is inconsistent with any applicable instructions in the installation and operating manual issued by Solar MD;

9.18.4 The Goods or their components have been operated with inverters, rectifiers or other power electronics not listed in the installation and operating manual issued by Solar MD without the written approval of Solar MD prior to the installation of such inverters, rectifiers or other power electronics;

9.18.5 The Goods or their components have been removed from the initial commissioning location or moved to another location without the prior written approval of Solar MD;

9.18.6 The Goods or their components have been out of service for more than 6 (six) months after their initial commissioning;

9.18.7 The Goods or their components have been resold, recycled or reused without the prior written approval of Solar MD;

9.18.8 The Goods or their components have not been operated within 6 (six) months from the date on which they are dispatched to the Buyer by Solar MD;

9.18.9 Software updates or upgrades recommended by Solar MD were not installed timeously or correctly;

9.18.10 The Goods or their components were modified, altered, repaired, disassembled, replaced or tampered with by the Buyer or third parties without the written consent of Solar MD;

9.18.11 The Goods or their components are defective as a result of Solar MD following any drawing, design or specification supplied by the Buyer;

9.18.12 The Goods or their components are defective as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;

9.18.13 The Goods or their components differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

9.18.14 The Goods or their components were exposed to external and unusual electrical stress, including, without limitation, voltage surges, and/or inrush current from the grid or power conversion system to which the Goods or their components are connected;

9.18.15 The Battery cells were exposed to voltage (equal to or above 3900mV) or under-discharge (equal to or below 2000mV) caused by factors external to the Goods;

9.18.16 The Goods or their components were not used in a manner consistent with applicable health and safety laws;

9.18.17 The Goods or their components were damaged

by carrier handling arranged by a party other than Solar MD or a third party authorised by Solar MD;

9.18.18 The Goods or their components are impaired or damaged as a result of their continued use or operation after pre-existing issues relating to Battery performance or pre-existing defects in such Goods have been notified to Solar MD under Condition 9.2 or 9.3 (as the case may be);

9.18.19 The Goods or their components were exposed to force majeure events, including, without limitation, lightning, fire, earthquakes, natural disasters or harmful environmental conditions (such as air pollution, smoke, saltwater, or sulphur corrosion); or

9.18.20 The Buyer or its agents, representatives, employees, contractors contributed, whether directly or indirectly and whether wholly or partially, to the impairment, damage or destruction of the Goods or their components.

9.19 If any of the circumstances set out in Condition 9.18 are present, it will be presumed that such circumstances have contributed, where wholly or partially and where directly or indirectly, to the impairment, damage or destruction of the Goods or their components covered by the warranties provided in this Condition 9. However, the Buyer has the option to rebut this presumption by providing credible evidence demonstrating that such circumstances did not contribute to the impairment, damage or destruction of the Goods or their components covered by the warranties provided in this Condition 9.

9.20 Solar MD reserves the right to inspect the installation of the Goods and review maintenance and operation procedures followed in respect of the Goods to determine if any issue or defect arose in or as a result of any of the circumstances set out in Condition 9.18.

9.21 The limited warranties provided in this Condition 9 are expressly in lieu of and hereby exclude all other warranties implied by statute, common law, custom, trade usage, course of dealing or otherwise (including, without limitation, suitability of the Goods), and all other obligations or liability on Solar MD's part, to the fullest extent permitted by law. Solar MD neither assumes nor authorises any other person to assume for Solar MD any other liability in connection with the sale of the Goods. No action by any Party shall operate to extend or revive these limited warranties without the prior written consent of Solar MD.

9.22 In the event of any breach of any warranty by Solar MD in terms of the Contract, Solar MD's liability shall be limited exclusively to the remedies (at Solar MD's sole option) of repair or replacement of any defective Goods or component(s) covered by the warranties provided in this Condition 9. In no event shall Solar MD, or any subsidiary or division thereof, be liable for incidental, indirect, consequential or other damages or losses resulting from a breach of warranty including, without limitation, labour costs, loss of use of other equipment, loss of production, third party repairs, lost profits, lost time, towing or hauling of equipment, rental costs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of data, loss of service of personnel, or failure of equipment to comply with any national, provincial, or local laws.

9.23 Out of Warranty Service: For damage or impairments to the Goods not covered by this warranty, Solar MD shall provide a charged repair and replacement service in respect of such Goods for a period of 15 (fifteen) years from the date of their purchase from Solar MD. In such instance, Solar MD shall charge for all costs it incurs to provide such service, including costs for materials, labour, warehousing, transportation, customs duties, analyses, management and disposal (if applicable).

10. DEFAULT

10.1 Should the Buyer:

10.1.1 fail to make payment upon due date of any amount due and owing; or

10.1.2 commit any other breach of the terms of the Contract and remain in default of such breach after receipt of a written notice from Solar MD to the Buyer calling upon the Buyer to remedy such breach within not less than 14 (fourteen) Calendar Days'; or

10.1.3 being an individual, die, or his/her estate be or provisionally or finally sequestrated surrendered, or

10.1.4 being a partnership, the partnership be terminated;

10.1.5 being a company or close corporation, be placed under provisional or final order of liquidation; or

10.1.6 compromise or attempt to compromise generally with the Buyer's creditors; or

10.1.7 have any step taken to initiate any process by or under which: (i) a judicial manager, business rescue practitioner, curator or provisional or final liquidator is appointed to manage the affairs, business and assets of the Buyer, on behalf of the Buyer's creditors; or (ii) security is given by any person to the Master of the High Court for any application in which the liquidation of the Buyer, whether provisional or final, will be sought;

10.1.8 commits an act which, if committed by an individual, would constitute an act of insolvency within the meaning of Section 8 of the Insolvency Act 24 of 1939, as amended; or

10.1.9 have any judgment granted against it;

then, Solar MD shall be entitled to, at its option and

without prejudice to any other right which it may have, including the right to claim damages arising out of the breach or the termination of the Contract:

10.1.10 to declare all amounts owing by the Buyer to be immediately due and payable;

10.1.11 to suspend the carrying out of any of its then uncompleted obligations until payment is made;

10.1.12 to terminate any credit facilities granted to the Buyer; and/or

10.1.13 to retake possession of the Goods owned by Solar MD and in possession of the Buyer (where the Buyer has not paid the agreed price for such Goods).

10.2 If Solar MD breaches a material term of the Contract (other than a breach of any warranty provided by Solar MD under Condition 9) and fail to remedy such breach within 30 (thirty) Calendar Days' of receipt of a written demand from the Buyer requiring Solar MD to remedy such breach, then the Buyer may, on not less than 10 (ten) Calendar Days written notice to Solar MD, and subject to Condition 8, either claim specific performance or terminate the Contract and claim damages arising out of the breach of the Contract.

10.3 Solar MD'S rights in terms of this Condition shall not be exhaustive and shall be in addition to any other rights it may have whether under any contract, or at common law or otherwise.

10.4 No relaxation which Solar MD may have permitted on any occasion in regard to the carrying out of the Buyer's obligations shall prejudice or be regarded as a waiver of Solar MD'S rights to enforce those obligations on any subsequent occasion.

11. INTELLECTUAL PROPERTY

11.1 The Parties agree that, except as expressly provided to the contrary, this Agreement does not transfer ownership of, or create any licences (implied or otherwise) in, any Intellectual Property rights of either Party.

11.2 The Buyer agrees that it shall not grant a licence to use Solar MD's Intellectual Property to any third party without the prior written permission of Solar MD. Any such licence shall be void ab initio without such consent.

12. CONFIDENTIALITY

12.1 Each Party agrees and undertakes that, for a period of 5 (five) years from the date on which the Contract comes into existence, it shall keep confidential and shall not use for its own purposes, nor without the prior written consent of the other Party disclose to any third party, all information of a confidential nature (including, without limitation, information relating to a Party's products, operations, processes, policies, budget, income, plans or intentions, product information, know-how, design rights, trade secrets and information of commercial value) which may become known to that Party from the other Party (Confidential Information), unless to the extent that the information: (i) is public knowledge; or (ii) is already known to that Party at the time of disclosure; or (iii) subsequently becomes public knowledge other than by breach of the Contract; or (iv) subsequently comes lawfully into the possession of that Party from a third party; or (v) is required to be disclosed under any applicable law.

12.2 To the extent necessary to implement the provisions of the Contract, the receiving Party may disclose Confidential Information to those of its Representatives as may be reasonably necessary or desirable, provided that before any such disclosure the receiving Party shall make those Representatives aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those Representatives with such obligations.

12.3 The receiving Party shall not use the disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract or to otherwise implement the provisions of the Contract.

12.4 On expiry or termination of the Contract for any reason, the receiving Party shall:

12.4.1 destroy, or return to the disclosing Party, all documents and materials (and any copies) containing, reflecting, incorporating or based on the disclosing Party's Confidential Information;

12.4.2 erase all the disclosing Party's Confidential Information from computer communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

12.4.3 certify in writing to the disclosing Party that it has complied with the requirements of this Condition 12, provided that the receiving Party may retain documents and materials containing, reflecting, incorporating or based on the disclosing Party's Confidential Information to the extent required by applicable law or any applicable governmental or regulatory authority. The provisions of this Condition 12 shall continue to apply to any such documents and materials retained by the receiving Party, subject to Condition 14.

13. FORCE MAJEURE

Without prejudice to Solar MD'S right to recover any monies owing to Solar MD under the Contract, Solar MD reserves the right to defer the date of delivery of the Goods or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from

or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Solar MD, including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or any inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 (one hundred and eighty) Calendar Days, the Buyer shall be entitled to give notice in writing to Solar MD to terminate the Contract.

14. CONSEQUENCES OF TERMINATION

14.1 On termination or expiry of the Contract:

14.1.1 the Buyer shall immediately pay to Solar MD all of Solar MD's unpaid invoices and interest thereon (if applicable) and, in respect of any Goods supplied but for which no invoice has been submitted, Solar MD may submit an invoice, which shall be payable immediately on receipt;

14.1.2 to the extent that Solar MD has not delivered the Goods to the Buyer but has received monies paid by the Buyer for the supply of such Goods, Solar MD shall reimburse for such monies received; and

14.1.3 any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect, including (without limitation) the following conditions in these Conditions: Condition 1 (Definitions and Interpretation), Condition 8 (Limitation of Liability), Condition 9 (Warranties), Condition 11 (Intellectual Property), Condition 14 (Consequences of Termination) to Condition 24 (Applicable Law) (inclusive).

12 (Confidentiality), and Condition

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15. DOMICILIUM

The Parties choose their respective domicilium addresses for all purposes under the Contract at, in the case of the Buyer, the addresses set out next to its name in the Order, and in the case of Solar MD as follows: Physical: Unit 23, Alternator Park, 7 Alternator Avenue, Montague Gardens, 7441 Cape Town, South Africa Email: info@solarmd.co.za marked for the attention of the Chief Executive Officer. Any Party may change its domicilium citandi et executandi to another physical address within the Republic of South Africa which is not a post office box or poste restante, by way of a notice to the other Party, provided that the change shall only become effective on the 7th (seventh) Calendar Day after the receipt of the notice.

16. NOTICES

16.1 Any notice or other communication given to a Party under or in connection with a Contract shall be in writing, addressed to that Party at its address set out in these Conditions or to such other address notified in writing to the sender, and shall be delivered personally, sent by recorded delivery or commercial courier, or e-mail.

16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 15 if sent by recorded delivery, at 9.00 am on the fifth Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

16.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

17. WHOLE AGREEMENT

17.1 The Contract constitutes the whole of the agreement between the Buyer and Solar MD, and supersedes any prior written or oral agreement between them, relating to the subject matter thereof. Save as otherwise provided herein, no amendment, alteration, addition, variation or consensual cancellation of the Contract will be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

17.2 The Parties agree that no other terms or conditions, whether oral or written and whether express or implied, will apply hereto.

18. SEVERANCE

18.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. WAIVER

No waiver of any terms and conditions of the Contract shall be binding or effectual for any purposes unless expressed in writing and signed by the Party giving the same, and any such waiver shall be effective only in the specific instance and for the

purpose given. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. CESSION AND ASSIGNMENT

20.1 Solar MD may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract.

20.2 The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Solar MD.

21. DISPUTE RESOLUTION

21.1 In the event of any dispute arising out of or relating to the Contract, or the breach, termination or invalidity thereof then any Party may give written notice to the other Party to initiate the procedure set out below.

21.2 The Parties shall first endeavour to settle the dispute by mediation.

21.3 The Parties may agree on the mediation procedure and on the mediator and failing agreement within 5 (five) Business Days of the notice referred to in Condition 21.1, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules and the mediator shall be appointed by Tokiso Dispute Settlement (Pty) Limited (Tokiso).

21.4 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the notice referred to in Condition 21.1 or such longer period of time as the Parties may agree to in writing, the dispute shall be settled by arbitration.

21.5 The Parties may agree on the arbitration procedure and on the arbitrator and, failing agreement within 5 (five) Business Days of the exhaustion of the period referred to in Condition 21.4, the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute.

21.6 The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the Association of Arbitrators (Southern Africa).

21.7 Unless agreed otherwise in writing, the mediation and the arbitration shall be administered by the Parties.

21.8 The number of mediators shall be 1 (one) and the number of arbitrators shall be (1) one.

21.9 The place of the mediation and the arbitration shall be Cape Town, South Africa.

21.10 Nothing in this Condition 21 shall preclude any Party from seeking interim and/or urgent relief from a Court of competent jurisdiction.

22. JURISDICTION

In terms of Section 45 of the Magistrate's Court Act 32 of 1944, the Buyer hereby consents to the jurisdiction of the Magistrate's Court of South Africa having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted against the Buyer by Solar MD in terms of the Contract. It shall nevertheless be entirely within the discretion of Solar MD as to whether to proceed against the Buyer in such Magistrate's Court or any other Court having jurisdiction.

23. COSTS

Solar MD shall be entitled to recover all charges of whatsoever nature that may be incurred by Solar MD in enforcing any of the provisions of this Contract, including, without limitation, by virtue of the foregoing, all legal costs including costs as between attorney and client, collection commissions and tracing agent's fees.

24. APPLICABLE LAW

The validity of a Contract, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

_____ _____ _____

SIGNED FOR AND ON BEHALF OF BUYER NAME CAPACITY

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____

_____ _____ _____

SIGNED FOR AND ON BEHALF OFSOLAR MD NAME CAPACITY

BATTERY PERFORMANCEWARRANTY SCHEDULE

No.	Battery Model	Nominal Capacity	Energy Throughput	Period (for purposes of Condition 9.2.1)
1.	SS7011	114.4 kWh	500 MWh	12 years
2.	SS7013	128.7 kWh	563 MWh	12 years
3.	SS7014	143.0 kWh	626 MWh	12 years
4.	SS7016	157.3 kWh	688 MWh	12 years
5.	SS7017	171.6 kWh	750 MWh	12 years
6.	SS7019	185.9 kWh	813 MWh	12 years
7.	SS7020	200.2 kWh	876 MWh	12 years
8.	SS7021	214.5 kWh	939 MWh	12 years
9.	SS7023	228.8 kWh	1000 MWh	12 years
10.	SS7024	243.1 kWh	1064 MWh	12 years

No.	Battery Model	Nominal Capacity	Energy Throughput	Period (for purposes of Condition 9.2.1)
11.	SS7008-05	80 kWh	420 MWh	12 years
12.	SS7010-05	96 kWh	504 MWh	12 years
13.	SS7011-05	112 kWh	588 MWh	12 years
14.	SS7013-05	128 kWh	672 MWh	12 years
15.	SS7014-05	144 kWh	756 MWh	12 years
16.	SS7016-05	160 kWh	840 MWh	12 years
17.	SS7018-05	176 kWh	924 MWh	12 years
18.	SS7019-05	192 kWh	1008 MWh	12 years
19.	SS7021-05	208 kWh	1092 MWh	12 years
20.	SS7022-05	224 kWh	1176 MWh	12 years
21.	SS7024-05	240 kWh	1260 MWh	12 years
22.	SS7026-05	256 kWh	1344 MWh	12 years
23.	SS7027-05	272 kWh	1428 MWh	12 years