

TERMS AND CONDITIONS FOR ALL PRODUCTS AND SERVICES

IMPORTANT NOTICE TO THE CUSTOMER

You have a right to cancel this Agreement if we do not deliver our promise by notifying us within 10 business days from and including the day after you entered into this Agreement.

1. EXPLANATION OF TERMS

Deposit means the amount specified as the deposit (which may be ₦ 0) in the Quote.

AED Technologies System Warranty means the warranty given by us in relation to the Products and Services.

Goods means any or all the products supplied by us or on our behalf.

Premises the site at which the Products are to be installed.

Quote means the quote for the Products and Services provided by us, which incorporates by reference these Terms and Conditions.

Services means any or all the consultation and installation services.

Terms and Conditions refers to the terms and conditions set out below, and those incorporated by reference, which apply to each Agreement for the supply of Products and Services to you.

2. FORMATION OF AGREEMENT

2.1 An agreement for the supply and purchase of Products and Services (**Agreement**) will be formed based on the Quote and these Terms and Conditions upon:

- (a) you paying the Deposit for the Products and Services; and
- (b) your acceptance of the Quote or of these Terms and Conditions.

2.2 The Agreement may be varied by us in accordance with these Terms and Conditions or by each party's agreement in writing.

3. PURCHASE PRICE

3.1 The purchase price for the Products and Services is the price set out in the Quote (**Purchase Price**). Unless otherwise expressly stated in the Quote, the Purchase Price is inclusive of VAT.

3.2 The Purchase Price is dependent upon our quality assurance processes and an inspection of your Premises (which inspection may occur on the scheduled installation date).

3.3 If, due to our quality assurance processes or the inspection of your Premises we need to vary the Purchase Price we will advise you of the variation and you may either accept the varied Purchase Price or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

3.4 Where you fail to provide information to us that we have advised you is required by us, within the limits required by us, we may in our absolute discretion arrange for an accredited installer to attend the Premises prior to the scheduled installation date to carry out an inspection to obtain the required information. If such an inspection is carried out then you will be required to pay a separate fee for the inspection, which will be payable on the day of the inspection.

3.5 If it is determined that, due to access constraints, specialist equipment such as a cherry picker or scissor lift will be required for a contractor to perform the Services we will advise you of the additional



costs. You may either accept the additional costs or cancel the Agreement. If you cancel the Agreement clause 7 will apply.

4. WORKS NOT FORMING PART OF THE AGREEMENT

- 4.1 Unless expressly stated otherwise in the Quote, electricity meter changeovers, energy monitors, trenching works and electrical inspections associated with the Products and Services **do not form part of the Agreement**, these services may not be performed by us or on our behalf and you will be billed separately for these services by the third parties who perform these services.
- 4.2 Unless expressly stated otherwise in the Quote, switchboard upgrades do not form part of the Agreement. You may either arrange for a third party to perform this service or you may ask us to arrange the performance of this service for you. You will be billed separately for this service by us or any third party who performs this service. **This fee is not included in the Purchase Price.**
- 4.3 If the existing electrical infrastructure at the Premises, or the surfaces or structures on which the Products are to be installed, do not comply with all relevant legal requirements (including all relevant codes and regulations) you may be required to repair, replace or improve, at your own expense, those parts that are non-compliant prior to the installation of the Goods.
- 4.4 Your obligation to pay the Purchase Price is not affected by any delay by a third party in performing any service or works referred to in this clause 4.

5. PAYMENT OF THE PURCHASE PRICE

- 5.1 Subject to clause 5.6, you are required to pay the Purchase Price as follows:
- (a) the amount of the Deposit (if any) on the day you commit to purchase; and
 - (b) the balance (being the Purchase Price less the Deposit) in full after 30 days, or on the day of installation.
- 5.2 Where you have elected to pay the balance of the Purchase Price using credit card you authorise us to charge your credit card for the full amount owing for the Products and Services including any additional costs referred to in clause 3.5 (if applicable).
- 5.3 If you fail to pay the Purchase Price when due, or if any purported payment by you is not honoured, you must pay on demand any costs, expenses or losses which have been, or are likely to be, incurred by us as a result, including any costs associated with the collection of any outstanding amounts.
- 5.4 If you fail to pay the Purchase Price when due you acknowledge and agree that we may (without prejudice to any other rights or remedies that we may have):
- (a) Charge interest on the overdue amount at a rate of plus 2% which will be calculated on a day by day basis from the date the amount was due until the date the overdue amount is paid in full;
 - (b) Lodge a default complaint with EFCC on your bounced cheque
 - (c) Engage the Authority to pursue the outstanding debt on our behalf, as well as any other costs, expenses or losses incurred by us because of your failure to pay (including the costs of the authority agency); and/or (d) commence legal proceedings in order to recover any debt owed by you and our fees and expenses in bringing legal proceedings against you, including administration and legal fees on a solicitor/client basis.
- 5.5 If you apply for 'Pay As You Go Solar', you acknowledge and agree that:
- (a) All information you provide in relation to your application is true and accurate and that the 'Save As You Go Solar' provider will rely on that information in offering you 'Save As You Go Solar';



- (b) If for any reason you do not enter into a legally binding agreement with the 'Save As You Go Solar' provider or if any reason any such agreement is cancelled or otherwise not proceeded with or is brought to an end then:
 - (i) You remain liable to pay to AED Technologies Limited the full cost of any Products and Services provided.
 - (ii) This Agreement alone, and not any terms and conditions of the 'Save As You Go Solar' provider, will apply to the Products and Services.

6. INSTALLATION

- 6.1 We will endeavour to arrange the installation of the Products at the Premises by our Installers within 1 to 4 weeks after approval to connect the Products has been communicated to us by the party responsible for issuing such approval. We will advise you if for any reason we will be unable to meet this timeframe.
- 6.2 The Purchase Price includes connection of the Products to a switchboard which is located in the building onto which the Products are to be installed. You or your representative must be at the Premises on the scheduled installation date to give the Installer clear directions for the positioning of the products and to resolve any issues that might arise.
- 6.3 If you or your representative is not at the Premises on the scheduled installation date then:
 - (a) The Installer may perform the Services, using their reasonable judgement and experience in determining where to position the products. In such circumstances, you will not have any claim in relation to how the contractor has positioned the products at the Premises; or
 - (b) We may arrange with you to have the Services performed on a different date, in which case all reasonable amounts incurred by us and the Installers in preparing for the original scheduled installation date will be due and payable by you. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
 - (c) we may cancel the Agreement, in which case clause 7.5 will apply.

7. CANCELLATION

- 7.1 Either party may cancel the Agreement if the other party materially breaches the terms of the Agreement.

Cancellation by you

- 7.2 You may cancel the Agreement without reason by notifying us within 10 business days from and including the day after you entered into the Agreement (**Cooling Off Period**). If you cancel the Agreement during the Cooling Off Period we will refund in full all amounts paid by you up to and including the date of cancellation.
- 7.3 You may also cancel the Agreement in accordance with clause 3.3 or clause 3.5 and we will refund in full all amounts paid by you up to and including the date of cancellation.

Cancellation by us

- 7.4 We may cancel the Agreement if we are of the opinion that, due to conditions at the Premises, the Services cannot be performed safely or cannot be performed for the Purchase Price. If we cancel the Agreement in circumstances where we would have been able to determine the conditions at the Premises had you provided information that we informed you was required by us within the time limits required by us, we will refund in full all amounts paid by you up to and including the date of



cancellation. This clause 7.4 will apply regardless of the fact that we did not exercise our discretion to carry out a site inspection pursuant to clause 3.4.

7.5 We may cancel the Agreement in accordance with clause 6.3(c) if you or your representative is not at the Premises on the scheduled installation date. If we cancel the Agreement in these circumstances all reasonable amounts incurred by us and the installers in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so.

7.6 We may cancel the Agreement if, through no fault of ours, you are unable or unwilling to proceed with the installation of the products for a period of more than 3 months after the date on which the Agreement was formed, unless that period has been extended by mutual agreement. If we cancel the Agreement in these circumstances we will refund in full all amounts paid by you up to and including the date of cancellation but we may have to charge a cancellation fee which will be due and payable by you to us. We may, in our absolute discretion, withhold the cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so.

Consequences of cancellation

7.7 If you cancel the Agreement in circumstances other than those set out in clauses 7.1, 7.2 or 7.3:

- (a) if you cancel more than 5 business days before the scheduled installation date, we will refund in full all amounts paid by you but a cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (b) if you cancel 5 business days or less before the scheduled installation date, subject to sub-clause (c), we will refund in full all amounts paid by you, but a higher cancellation fee will be due and payable by you to us. We may, in our absolute discretion, withhold the cancellation fee from your refund or, where you have provided your credit card details to us, charge this fee to your credit card and by accepting these Terms and Conditions you authorise us to do so; or
- (c) if you cancel within 48 hours of your scheduled installation date all reasonable amounts incurred by us in preparing for your installation will be due and payable by you to us. We may, in our absolute discretion, withhold these amounts from any amounts paid by you to us up to the time of cancellation or, where you have provided your credit card details to us, charge these amounts to your credit card and by accepting these Terms and Conditions you authorise us to do so.

7.8 If you choose to cancel the Agreement pursuant to this clause 7, you must notify us of your decision to cancel the Agreement before the Products have been installed in order for the cancellation to take effect.

7.9 We will refund any amounts due to you in accordance with this clause 7 within 30 days of the date of cancellation.

8. WARRANTIES

8.1 Warranties Subject to clause 10:

- (a) the products and Services are warranted on the terms of AED Technologies' System Warranty;
- (b) the products may also come with additional manufacturers' warranties, the details of which are in the documentation made available to you at the time of installation. By entering into this Agreement, you authorise us to act on your behalf, including by providing your personal



information to the manufacturer as and when necessary, to register or activate any such warranties.

8.2 AED Technologies' System Warranty is transferable by the original purchaser of the products and Services to any subsequent purchaser of the Premises at which the Products remain installed.

8.3 Item or Product warranties provided by a manufacturer can only be transferred by the original purchaser of the applicable Products where the manufacturer of those Products provides so under the terms of their warranty.

8.4 Service calls will be carried out on the following conditions:

- (a) you must give us 48 hours' minimum notice of any non-emergency service call after which we will arrange a time and date for a service call;
- (b) service calls will generally be carried out during normal working hours only (9.30am – 4.30pm Monday to Friday);
- (c) a minimum service charge plus the cost of all parts and all travel and transport costs is payable for all service calls. For service calls after hours, an additional service charge will apply;
- (d) where a service call is carried out for a problem with the products and Services which is covered by a warranty, you will not be charged the service charges referred to in clause 9.4(c);
- (e) (e) where a service call is carried out which is not covered by a warranty or a consumer guarantee under the Nigerian Law, or where there is otherwise no problem with the Products or Services, you will be charged the service charges referred to in clause 8.4(c).

9. AED TECHNOLOGIES GUARANTEES AND REMEDIES

9.1 Our Products come with guarantees that cannot be excluded under any other law or Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

9.2 In the case of a problem with any product which is defined as a 'major failure' by AED Technologies or which is not capable of being remedied, you are entitled to:

- (a) reject the Products and get a refund;
- (b) reject the Products and get an identical replacement or Products of similar value if reasonably available; or
- (c) keep the Products and get compensation for the reduction in value of the Products caused by the problem.

9.3 In the case of a problem with any Products which is not defined as a 'major failure' AED Technologies and which is capable of being remedied, you are not entitled to reject the Products or to ask for a refund. However, you are entitled to have the Products repaired or replaced. In such circumstances we may, at our option, choose to:

- (a) provide a refund;
- (b) replace the Products or to repair the Products; or
- (c) pay you the reasonable cost of having the Products repaired or replaced.

9.4 In the case of a problem with any Services which is defined as a 'major failure' by AED Technologies or which is not capable of being remedied, you are entitled to:



- (a) cancel the Agreement and get a refund; or
- (b) get compensation for the difference in value of the Services delivered and what was paid for by you.

9.5 In the case of a problem with any Services which is not defined as a 'major failure' AED Technologies and which is capable of being remedied, you must provide us with an opportunity to remedy the problem free of charge within a reasonable time.

9.6 You are also entitled to compensation for any reasonably foreseeable loss or damage resulting from:

- (a) a failure to provide the Services as required by the Agreement;
- (b) the Products not being in accordance with the Agreement; and/or
- (c) the Services or Products failing to meet any consumer guarantee under the Law.

9.7 We will not be liable to you for any personal injury or any loss or damage of any kind that was not reasonably foreseeable or that could not have been expected to result from the circumstances set out in clauses 10.6(a) to (c).

10. SUBSTITUTION POLICY

If, for any reason, we are unable to supply any items you have ordered, we reserve the right to supply a substitute product of similar specification and value with your prior written agreement.

11. WARRANTIES AND ACKNOWLEDGEMENTS BY YOU

You:

- (a) warrant that you have read and understood the Quote and these Terms and Conditions;
- (b) warrant that all information you have provided to us is true, accurate and complete and you acknowledge that we have relied on that information in providing the Quote and in supplying the Products and Services;
- (c) acknowledge that it is your responsibility to determine what approvals or permits are required from relevant authority(s) in relation to the installation of the Products and the performance of the Services at the Premises;
- (d) warrant that you have obtained all necessary approvals or permits from relevant authority(s) in relation to the installation of the Products and the performance of the Services at the Premises;
- (e) acknowledge that all descriptive specifications, illustrations, drawings and data dimensions provided by us to you, or otherwise contained in our fact sheets, price lists and other advertising material, are approximate only;
- (f) agree that we may substitute or use alternative Products to the Products referred to in the Quote, provided that such Products are of equal or better quality than the Products referred to in the Quote;
- (g) warrant that you will be 18 years old or over prior to purchasing the Products; and

12. RISK AND OWNERSHIP OF PRODUCTS

12.1 Risk of loss or damage to the Products will pass to you upon installation of the Products at the Premises or when you otherwise take possession of the Goods.

12.2 You remain liable to pay for the Products notwithstanding any loss, damage or deterioration to the Products which occurs after risk in the Products passes to you.



- 12.3 Ownership of, and title to, the Products passes to you only upon payment in full by you or on your behalf of the Purchase Price and any other amounts owed by you.
- 12.4 Until payment in full by you for the Purchase Price and any other amounts owed by you:
- (a) if the Products are in your possession, you will hold the Products as our trustee and you must store the Products so that they are clearly identifiable as our property;
 - (b) we may call for, and recover possession of, the Products at any time; and
 - (c) you grant to us a non-exclusive licence to enter onto the Premises in order to remove the Goods.

13. RIGHT OF ENTRY

You grant us and our Installers a licence to enter the Premises for the purposes of:

- (a) installing the Products;
- (b) inspecting the Products;
- (c) conducting repairs or maintenance to the Products;
- (d) removing the Products and any equipment; and
- (e) any other activities ancillary to, or necessary to facilitate, the above activities.

14. INSOLVENCY

If you become, or resolve or take any steps to be declared, insolvent or bankrupt, or have a receiver, administrator, liquidator, trustee or similar official appointed then:

- (a) you must notify us immediately;
- (b) all amounts outstanding immediately become due and payable; and
- (c) your right to possession of any Products which have not been paid in full by you ceases and we will be entitled to recover possession of those Products under clause 13.

15. PRIVACY POLICY

- 15.1 We view protection of users' privacy as a very important community principle and we clearly understand that your information is one of our most important assets. Therefore, we only use your information as described in our Privacy Policy.
- 15.2 You acknowledge that the Privacy Policy forms part of, and is incorporated into, these Terms and Conditions and acceptance of these Terms and Conditions is acceptance of the Privacy Policy.
- 15.3 If you object to your information being transferred or used in the way set out in the Privacy Policy, please do not purchase our Products and/or Services

16. LAWS AND WAIVER

- 16.1 The Agreement is governed by and is to be construed in accordance with the laws of the Federal Government of Nigeria. The parties agree to submit to the exclusive jurisdiction of Lagos State High Court.



- 16.2 If any provision of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable it may be severed and the remaining terms or parts will continue in full force and effect.
- 16.3 Any failure of a party to exercise or enforce any provisions of, or any rights it may have under, the Agreement shall not constitute a waiver of such right or provision unless such waiver is acknowledged and agreed to by the other party in writing.

