

## Terms and Conditions of Sale

### Introduction:

Client ("Client") whose name and coordinates mentioned on the Budgetary Estimate or Commercial Offer or Proforma Invoice ("E24 Offer") agrees to buy from E24<sup>1</sup> Authorized Reseller ("E24") whose name and coordinates are mentioned on E24 Offer, Energy Equipment and its related installation and commissioning services as detailed on the E24 Offer under the terms and conditions of this Agreement.

E24 agrees to sell, install and commission the Energy Equipment in compliance to the E24 Offer under the terms and conditions detailed in this document that is publicly available for download at [www.e24solutions.com](http://www.e24solutions.com).

### 1 DEFINITION

#### 1.1 Energy Equipment

The "Energy Equipment" shall mean a set of electrical equipment and Services as described in the E24 Offer (Appendix1) and further detailed in the Commissioning Report (Appendix 2) to be submitted by E24 to the Client upon termination of the installation.

#### 1.2 Delivery & Start-up date

The "Delivery Date" is the date at which E24 delivers the Energy Equipment at the Client's Premises.

The "Start-up Date" shall mean the date of Starting-up the Energy Equipment as mentioned on the Commissioning Report.

#### 1.3 Term

The term of this Agreement shall commence on the date of signature of this Agreement and remain valid until the Agreement is terminated in writing by both parties.

#### 1.4 Agreement

Any reference herein to an agreement means this Agreement with all its appendixes.

#### 1.5 Premises

The "Premises" shall mean the address of installation as mentioned in the Commissioning Report.

#### 1.6 Parts of this Agreement

The above mentioned Introduction, Definitions and any Appendixes to this Agreement form an integral part of this Agreement.

### 2 PAYMENT TERMS AND OWNERSHIP

#### 2.1 Payment Terms

The Client Agrees to pay E24 for the cost of the Energy Equipment as per the terms of payment mentioned in the E24 Offer (Appendix 1)

#### 2.2 Ownership of the Energy Equipment

The Client acknowledges that the ownership of any and all components of the Energy Equipment provided by E24 remain the property of E24 until E24 receives the full sale value of the equipment mentioned in the E24 Offer (Appendix 1).

In the event where E24 has agreed to sell the Energy Equipment on installment payments, the ownership of the Energy Equipment remains fully to E24 until the Client has settled all the installments representing the full value of the Energy Equipment including interest, late payment penalties, service fees or spare parts if any.

### 3 PARTIES' RIGHTS

E24 shall have the right to access the Premises from time to time in order to perform system upgrades by giving a forty-eight (48) hours' prior notice to the Client. In the event where E24 is denied access to the Premises, E24 warranty on the Energy Equipment mentioned in Article 9.1 is immediately voided.

### 4 DUTIES OF EACH PARTY

#### 4.1 Duties of E24

(a) Availability of spare parts:

E24 must keep the most commonly damaged spare parts in stock to replace or repair failed components for a period of 8 years from the Commissioning date after which E24 will bear no responsibility for the availability of such parts. In the event where the Energy Equipment require spare parts that E24 doesn't hold in stock, E24 is under no obligation to replace the Energy Equipment of any part of it with new ones until spare parts are received from the supplier. The Client must allow sufficient time for E24 to order the spare parts and repair the equipment under best effort basis.

E24 must keep available spare parts to replace or repair failed components for a period of 5 years from the Commissioning date after which E24 will bear no responsibility for the availability of such parts. E24 has the right to install alternative parts provided the performance of the Energy Equipment is not altered.

b) Responsiveness:

E24 must respond to Client's request for service within 1 business day within business hours, while repairs must be started within a maximum of 3 business days from the date of request of service provided that the required spare parts are available.

E24 may bill extra fees for Clients requesting a faster service or service beyond business hours.

Client must request service in writing by e-mail or any other written way evidencing the date and time of request of service, and mentioning his contract number and the nature of the issue. Verbal or incomplete request of service may be rightfully rejected by E24 with no possible right of claim or recourse for the Client. E24 reserves the right to deny service to Clients who have unpaid bills outstanding for more than 30 days.

c) Insurance:

If the Client has purchased the Energy Equipment on credit or has rented the Energy Equipment, the Client must insure the Energy Equipment for the value of the Energy Equipment as mentioned on the E24 Offer against natural disasters, water damage and fire. In the event of a natural disaster (earthquake or extreme wind), liquid infiltration or fire causing damage or malfunction of the Energy Equipment, the Client will be responsible to pay E24 upfront for the repair costs before E24 can proceed to repair the Energy Equipment. This upfront payment is irrespective to whether or not the Client receives compensation from his insurance company.

#### 4.2 Duty of Client

##### (a) On-time payment:

Under no circumstance(s) will the Client be entitled to hold the due payment or the payment of an outstanding and mature promissory note payable to E24 even in the case where the Energy Equipment is partially or totally out of order.

In the event where E24 agreed to sell the Energy Equipment to the Client through several installments, Client acknowledges and agrees that in the event where the Client is late to pay any installment, all the remaining payments or promissory notes become mature and due immediately without further notice or legal action. In addition, a fixed 50USD late payment fee will be charged to the Client for each delayed payment of promissory note or payment due, in addition to late payment interest of 12% compounded annually from the due date of the payment or the promissory note.

If a Client makes a partial payment or down payment as deposit on an E24 Offer, this partial payment confirms the order as a final and irrevocable sale transaction between E24 and the Client. This partial payment cannot be claimed back by Client for reimbursement should the Client decide to cancel the order after ten (10) calendar days from the payment reception in E24 bank account. Client agrees that E24 will forfeit any down payment made by Client to E24 systematically upon cancellation of the transaction by Client should it occur after the above mentioned 10 days. The E24 offer will also be deemed cancelled systematically should the Client fail to honor the remaining balance payments due to E24 on the E24 offer as agreed with E24.

The Client acknowledges that upon making an advance payment on an E24 Offer, he has entered into a final and irrevocable contractual obligation with E24 to pay the remaining balance due on the E24 Offer. In the event where Client requests the cancellation of a confirmed transaction, E24 will be in its full rights to claim the remaining balance owing through the competent courts.

##### (b) Receiving the initial training for operating the Energy Equipment:

The Client agrees to give his full attention to the training session provided by E24 describing how to operate the Energy Equipment. In the event where the Client refuses to receive the training to the full satisfaction of E24' technician(s), E24 will have the right to void the warranty on the Energy Equipment and refuse servicing the Energy Equipment until the Client has received the training to the satisfaction of E24' technicians(s).

##### (c) Signing the Commissioning Report:

Upon completion of the installation of the Energy Equipment, E24' technicians will demonstrate the good operation of the Energy Equipment to the Client. Once the Energy Equipment is fully operational, the Client will be handed a Commissioning Report (Appendix 2) to sign it in order to evidence the reception of the Energy Equipment in full operation at the Start-up date. If the Client is not available at the time of the installation and commissioning, E24 Technician shall call the Client to notify the latter that the Commissioning is executed and the Client acknowledges that the Commissioning report is deemed completed and agreed upon.

In the event where the Client refuses to sign the commissioning report or decides that he no longer wants to proceed with the Installation of the Energy Equipment or wishes to cancel the installation of the Energy Equipment as per the agreed upon E24 Offer (Appendix 1), without giving E24 the chance to rectify any anomaly or defect, the Client and E24 mutually agree to cancel the transaction and Client must pay 90% of the E24 Offer (Appendix1) to E24 as cancellation fees which become

immediately due when Client requests the cancellation or acts in a manner to delay or object the installation of the Energy Equipment.

By paying the balance related to the Energy Equipment or by signing the promissory notes for the complete balance of the Energy Equipment, the Client waives his obligation to sign on the Commissioning Report and provides his final approval on the Energy Equipment received.

#### 5 ASSIGNMENTS

Client shall not have the right to assign the Agreement or any of its rights and privileges hereunder to any third party without the prior written consent of E24.

#### 6 INTEGRATION OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties with reference to the subject matter hereof and supersedes all prior negotiations, understandings, representations and agreements, if any. Each of the parties acknowledges that it is entering into this Agreement as a result of its own personal will and not as a result of any representations of any other party not contained herein.

#### 7 CONFIDENTIALITY

E24 and Client agree to maintain in strict confidence any and all information related to the terms and conditions of this Agreement.

E24 and Client further agree that all information, documents, technology and Energy Equipment provided to Client under this Agreement are confidential, including but not limited to formulas, systems, presentations, compilation, devices, concepts, techniques, marketing and commercial strategies, processes, or any matter which is not generally known to the public and either derives economic value, actual or potential, from not being generally known.

#### 8 REVERSE ENGINEERING AND TEMPERING

Client undertakes not to attempt to and not authorize anyone to attempt to reverse engineer, copy, or take pictures of the Energy Equipment sold to Client under this Agreement.

In the event where the Energy Equipment fails to operate normally and upon inspection of the Equipment it became clear to E24 that the damage is due to a mechanical abuse (equipment drop or intentional damage) caused by the Client, or negligence, tempering, alteration or modification in any way and in the case of unauthorized subleasing, transportation and/or sharing, then E24 reserves the right to forfeit the Warranty and terminate this Agreement with no further notice or compensation to the Client and without the intervention of a court of law.

#### 9 DISCLAIMERS

##### 9.1 Energy Equipment Warranty

E24 offers technology solutions composed of a number of products connected together on which E24 offer different warranty terms. Unless specified otherwise on the E24 Offer, these products are covered by default with a standards 2-year manufacturing warranty that takes effect on the Start-up date.

E24 obligation under this warranty is limited to repairing or replacing, at its own sole discretion, any such defective part as long as the defect is not due to normal tear and wear or normal equipment decay (rust or oxidation).

Warranty is void if the Client attempts to modify the Energy Equipment or any of its components, reprogram it, open it, modify it in any way, replace or add any part to it without the knowledge and physical presence of E24'

authorized technician(s). Warranty is also void if Client delays the payment of any of E24 service or spare parts bills for more than 30 days.

Certain Batteries, Inverters, Solar panels etc. may be covered with a longer or different warranty program (refer to individual warranty forms for products with special or longer warranty terms) supplied separately.

### 9.2 Water Leakage Warranty

E24 installs solar panels on the roof of buildings and structures in a manner to avoid any interference with the surface of the building and structure. E24 may when necessary use professional grade and specially designed accessories to safely connect the solar panels to the surface of the building. Under such case E24 offers a 2 year (starting on start-up date) water leakage warranty to cover the cost of repairing or replacing at its sole option such accessories in addition to the costs of fixing the water leakage. To claim for water leakage warranty, Client should submit an official report issued by an expert appointed by the local court in his/her country confirming that the water leakage resulted from either manufacturing defects in the solar accessories or erroneous installation (damages due to any other causes are not covered). Upon reception of the above mentioned expert report E24 may at its sole option reimburse the Client for the estimated cost of repair or appoint a contractor to do the job. The water leakage warranty maximum liability on E24 is limited to 3% of the total amount received by E24. Under no circumstances E24 will be responsible for water leakage that are not 100% proven to result from the Energy Equipment or a deficiency in their installation.

### 9.3 Energy Generation Warranty

E24 may for specific solar projects issue an Energy Generation Warranty by mentioning clearly on the Proforma Invoice "Energy Generation Warranty" followed by a number that mentions the minimum energy in KWh that E24 commits to produce at the Premises (Energy Commitment Value) for the first year starting on Start-up day conditional to the following:

- Reception of an official claim issued by a solar expert appointed by the court in the jurisdiction of the Client showing the actual energy generated by the Energy Equipment in KWh for the first 12 consecutive months starting on Startup Date and the method and source of data used to collect such information.
- A logging graph showing data every 1 second confirming that the utility supply or the generator supply was never interrupted during the 12 consecutive months mentioned in the claim above.
- A logging graph showing data every 1 second confirming that the load power in KW was never under the maximum size of the solar equipment installed.
- A logging graph showing data every 1 second showing the power generated from each solar inverter installed at the Premises.

Upon reception of all the above documents E24 will have 90 days to reply with a report that either approves or dismiss the claim. In the event where E24 approves the claim, E24 commits to issue a credit note for an amount equal to 3US\$ Cents multiplied by the difference between the Energy Commitment Value and the actual energy produced by E24 inverters).

The above warranty is automatically voided under the following conditions:

- E24 detects tempering on any of the Energy Equipment.
- Damage to the Energy Equipment has occurred during the period claimed and was due to circumstances outside E24 control (for example over temperature in the inverter rooms,

lightning, surges, returned power, electric network short circuits or erroneous electric connections etc...)

### 9.4 Loss of Performance

The Energy Equipment sold to Client was designed at the time of issuance of the E24 Offer (Appendix1). Any changes to the Energy Equipment at the Premises including but not limited to change of the load, solar exposure, availability of electricity from the grid, quality of the available local generator or any other parameter(s) affecting the performance of the Energy Equipment is not the responsibility of E24 and may not give rise to any claim by the Client.

### 9.5 Liability

E24 does not provide equipment replacement during the period of time under which the Energy Equipment is being repaired and is not liable for any costs, such as lost profits or revenue, loss of equipment, loss of use of equipment, loss of software, loss of data, costs of substitutes, claims by third parties, or otherwise.

Client agrees that for any liability related to the purchase of Energy Equipment or services, E24 is not liable or responsible for any amount of damages above the aggregate dollar amount paid by client for the purchase of products and/or services under this Agreement. The foregoing limitations apply regardless of the cause or circumstances giving rise to such loss, damage or liability, even if such loss, damage or liability is based on negligence or other torts or breach of contract.

Neither E24 nor client may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen.

## 10 MISCELLANEOUS

### 10.1 Construction and Interpretation

(a) This Agreement is to be construed in accordance with the laws of the country of the selling party mentioned on the E24 Offer.

Any dispute, controversy or claim arising out of, or relating to this Agreement shall be decided by the competent court of the country of the selling party mentioned on the E24 Offer.

(b) The titles and subtitles of the various sections and paragraphs of this Agreement are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement.

(c) The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against either party.

(d) It is agreed that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

### 10.2 Notices

Any notice or consent required by this Agreement shall be in writing and either personally delivered or mailed by registered or certified mail, or e-mailed with a proof of delivery, to such party at its address specified in Appendix 1 or to such other address as such party may designate by notice given in accordance herewith. Such notices shall be deemed delivered on the date of receipt, or upon attempted delivery if acceptance of delivery is refused.

**10.3 Modifications and Waivers**

Neither this Agreement nor any provision thereof may be modified, waived, discharged or terminated orally, but only by a written document issued and signed by the both parties. A waiver of any provision by either party to this Agreement shall be valid only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Agreement.

**10.4 Act of War**

E24 may at its own sole discretion cease or refrain from any activities in any area that it considers unsafe due to war or other obvious reasons. E24 will automatically resume its activities in areas that it solely considers as safe.

**10.5 Act of God**

Client acknowledges that there is always a risk associated with performing business and therefore holds E24 and its employees harmless from any lawsuit claim or prejudice that the Client may suffer as a result of its activities in Lebanon due to an Act of God or any other event beyond the control of E24.

**10.6 Further Assurances**

Each party to this Agreement represents, agrees and warrants that it will perform all other acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of this Agreement.

**10.7 Mutual Non-Solicitation of employees**

The Client commits not to offer any part time or full time job whether remunerated or not to any employee of E24 under any circumstance either during the Term of this Agreement and for a period of 12 months following termination. E24 makes the same commitment vis-à-vis the employees of the Client.

**10.8 Severability**

Nothing contained in this Agreement shall be construed as requiring the performance of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail and shall remain valid in full force and effect for the remaining articles.

**10.9 Conflicting interpretation between the English and the Arabic version**

In the event of any conflict or conflicting interpretation between the English and the versions of this document in other languages, the English version shall prevail.