



Sales Terms & Conditions

1. Applicability. All sales of products by Solar Wizard Nigeria Ltd. to Customer shall be subject to the terms and conditions set forth herein and ALL SALES ARE MADE ONLY ON THE TERMS AND CONDITIONS SET FORTH HEREIN whether or not attached to any Purchase Order. Acceptance of this offer, whether express or by action indicating intent to purchase products ordered, is limited to the terms and conditions stated herein. All subsequent actions shall be pursuant to these terms and conditions and any additional or different terms are hereby objected to and shall not be binding upon the parties unless expressly agreed to in writing by a duly authorized Officer of Solar Wizard Nigeria. These Terms and Conditions shall remain in effect until superseded by new or additional Terms and Conditions issued by Solar Wizard Nigeria.
2. Customer Purchases. A purchase shall be considered a Customer purchase whenever the purchaser is regularly involved in the resale or installation of solar energy equipment, regardless of the intended use of the material being purchased.
3. Order Acceptance or Rejection. Purchase Orders may be submitted to Solar Wizard Nigeria Ltd. up to 30 days prior to requested mobilization/shipment date. Solar Wizard Nigeria may accept, reject, or cancel orders placed by Customer for valid reasons. Solar Wizard Nigeria shall not have any liability to Customer by reason of such rejection or cancellation. Customer understands and agrees that Solar Wizard Nigeria cannot guarantee availability of products in light of market conditions and product delivery may be delayed or require substitution of comparable products based on availability. Solar Wizard Nigeria will provide notice of accepted purchase orders to Customer. Until notice of acceptance is provided by Solar Wizard Nigeria, Customer's Purchase Order pricing is not guaranteed.
4. Pricing. The prices set forth in Solar Wizard Nigeria's price schedules/sheets are not guaranteed and Solar Wizard Nigeria may change its pricing at any time provided that Solar Wizard Nigeria will honor quoted prices on Purchase Orders accepted by Solar Wizard Nigeria prior to the effective date of the price change. Solar Wizard Nigeria will endeavor to provide Customer written notice of price changes in advance of the effective date of such changes. Prices do not include any sales, excise, use, property, or other taxes, duties, or fees now in effect or hereafter levied which Solar Wizard Nigeria may be requested to pay or collect in connection with the sale of the products to Customer. All transportation, packing and insurance costs, and other charges will be paid by Customer.
5. Credit Terms. Credit terms and credit limits shall be determined and modified at the sole discretion of Solar Wizard Nigeria. Solar Wizard Nigeria may at any time, decline to make any shipment or delivery except upon receipt of payment or upon terms regarding credit or security satisfactory to Solar Wizard Nigeria. In the event that Customer is delinquent in payment, Solar Wizard Nigeria may suspend any shipment or delivery until all past due amounts, including finance charges, have been paid in full. Solar Wizard Nigeria may provide 50 - 100% credit only against a valid Letter of Credit issued by a reputed and agreed bank.
6. Title; Security. Title to the products shall pass to Customer upon delivery of the products to a common carrier. Until Customer performs all of its obligations to Solar Wizard Nigeria, including without limitation, payment in full of the purchase price for the products, Solar Wizard Nigeria will retain a purchase money security interest in the products and the proceeds thereof to secure performance of all of such obligations of Customer. Without limiting the effect of the purchase-money security interest, the Customer hereby grants to Solar Wizard Nigeria a security interest in all products purchased by the Customer to secure payment of any and all obligations owed by Customer to Solar Wizard Nigeria at the time of the purchase of the products or thereafter. Such security interest shall remain in full force and effect with respect to future

3, Soji Adepegba Street, Ikeja, Lagos

7, Rotimi Amechi Road, (IBB Way), GRA Phase III, Port-Harcour.

Phone: 07035094394, 08099271000, 08126922300, 090122142030

Email: sales@solarwizardnigeria.com Website: <http://www.solarwizardnigeria.com>



Sales Terms & Conditions

obligations regardless of whether the Customer shall from time-to-time fully satisfy its obligations. Customer acknowledges and agrees that this Customer Purchase Terms and Conditions constitutes a Security Agreement under the Uniform Commercial Code and that Solar Wizard Nigeria shall have all rights and remedies granted to a secured party under the Code. Customer authorizes Solar Wizard Nigeria to file such documents as are necessary or desirable to perfect and maintain security interest granted hereunder.

7. Shipping and Handling. Customer shall specify delivery requirements on its Purchase Order. These include lift gate, residential, call ahead, or any other particular requirements. Solar Wizard Nigeria will use commercially reasonable efforts to meet the delivery schedule set forth in accepted Purchase Orders for products. However, Solar Wizard Nigeria shall not be responsible for any loss or liability suffered by Customer as a result of delay in delivery of product or for lost, misdirected, missing, or damaged freight. All material is F.O.B. Solar Wizard Nigeria warehouse or point of origin of the shipment that is directed to the Customer, unless otherwise expressly stated in writing by Solar Wizard Nigeria prior to acceptance of Customer's Purchase Order by Solar Wizard Nigeria. Under no circumstance is delivery date guaranteed.
8. Expedited Orders. Standard order processing time is normally two to four business days after acceptance of purchase orders for Customers with approved credit or after payment has been received by Solar Wizard Nigeria, for in-stock product. Customer may request, and Solar Wizard Nigeria may accept, at its discretion, Purchase Orders labeled as "Express." Express orders must be received by Solar Wizard Nigeria in complete form before 1:00 p.m. on the day before the requested ship date. Solar Wizard Nigeria will endeavor to ship Express orders on the date of receipt or on the next business day. All shipping costs remain the responsibility of Customer.
9. Warranty. The Manufacturer's warranty is the only warranty applicable to Customer's purchase. Warranties provided by individual manufacturers may be serviced by Solar Wizard Nigeria through agreement with the individual manufacturers. Solar Wizard Nigeria will provide to Customer copies of applicable manufacturer's warranties at or prior to the time of sale or delivery of product to Customer. Customer is responsible for complying with all terms and conditions applicable to the manufacturer's warranty. **NO WARRANTIES OF ANY KIND ARE PROVIDED BY SOLAR WIZARD NIGERIA TO CUSTOMER AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED IS SPECIFICALLY DISCLAIMED.**
10. Returns. Customer may submit a request for return of product after product has been delivered to a common carrier for delivery or to an employee or other agent of Customer at Solar Wizard Nigeria's facility. No returns will be accepted without a Return Merchandise Authorization, whether for restocking or any other reason. All returns are subject to a 15% restocking fee. Special order materials and sale items are not returnable. Customer is responsible for return shipping costs. Solar Wizard Nigeria will not accept freight collect, freight due, or other unpaid shipments on returned items. Notwithstanding anything to the contrary in these terms, Customer may not return any products after the 5th day following delivery for any reason other than in connection with a valid warranty claim asserted by the Customer.
11. Limitation of Liability. Solar Wizard Nigeria shall have no liability for any system design or ordering information provided by Customer. Final determination of suitability and applicability of systems, designs, and products are solely the responsibility of Customer. **IN NO EVENT SHALL SOLAR WIZARD NIGERIA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE.** The total liability of Solar Wizard Nigeria arising from any cause of action or claim whatsoever, whether in contract, tort, strict liability, warranty, or otherwise, arising out of, connected with, or resulting from the design, manufacture, sale, resale, delivery, repair, replacement or use of products or the furnishing or any service shall in no event

3, Soji Adepegba Street, Ikeja, Lagos

7, Rotimi Amechi Road, (IBB Way), GRA Phase III, Port-Harcour.

Phone: 07035094394, 08099271000, 08126922300, 090122142030

Email: sales@solarwizardnigeria.com Website: <http://www.solarwizardnigeria.com>



Sales Terms & Conditions

exceed the price paid to Solar Wizard Nigeria for the individual unit of products or service, or part thereof, which gives rise to the cause of action or claim.

- 12. Limitation on Resale and Export. Product is sold to Customer for installation in Nigeria, unless otherwise agreed in written for any other location. Any product warranty, performance guarantee, service claims, and technical support may be null and void if product is installed outside of Nigeria. Customer is responsible for understanding and accepting the terms and conditions of any specific warranties that may apply to product purchased. Solar Wizard Nigeria assumes no responsibility for any product sold or installed outside Nigeria.
- 13. Confidentiality. Solar Wizard Nigeria pricing information, package information and other material furnished or otherwise made available by Solar Wizard Nigeria to Customer in connection with Customer’s purchase and resale of the products is proprietary information of Solar Wizard Nigeria. The confidential information shall be used only as directed by Solar Wizard Nigeria, and then only to the extent necessary to acquaint potential purchasers with the use of the Products and shall not otherwise be disclosed to any third parties, unless authorized in writing by an officer of Solar Wizard Nigeria.
- 14. Product Markings; Ownership of Intellectual Property. Products sold to Customer may bear markings, legends, or trade names placed thereon by Solar Wizard Nigeria. Customer agrees and acknowledges that all trademarks, trade names, patents, trade secrets, inventions, service marks, and other intellectual property associated with the products belong solely to Solar Wizard Nigeria, and that Customer has no rights to such property. Customer covenants agrees that said markings, legends, and trade names shall not be altered, removed, concealed, or covered by Customer, nor shall any marking, legend, or trade name be added to the products by Customer, unless required by law or otherwise approved in writing in advance by Solar Wizard Nigeria.
- 15. Governing Law; Jurisdiction. These Terms and Conditions are governed by the laws of the State of Lagos. Customer, to the extent it can legally do so, hereby irrevocably consents to the jurisdiction of the courts of the State of Lagos, and the Nigeria District Court for the District of Lagos, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action, or other proceeding arising out of any of their obligations hereunder, or with respect to the transactions contemplated hereby, and expressly waive any and all objections they may have to venue in such courts. Customer irrevocably waives any right it may have to a jury trial.
- 16. Independent Contractor. Customer shall purchase Products for its own account, and shall act as an independent contractor in all respects. Nothing in this Agreement shall be construed as making Customer a franchisee, partner, agent, or employee of Solar Wizard Nigeria for any reason whatsoever. Customer shall be solely responsible for its acts and failures to act and the acts and failures to act of its employees and agents.

Accepted and Agreed by Customer:

Customer/Company Name: _____

Authorized Signatory: _____ Date: _____

Printed Name and Title: _____

3, Soji Adepegba Street, Ikeja, Lagos

7, Rotimi Amechi Road, (IBB Way), GRA Phase III, Port-Harcour.

Phone: 07035094394, 08099271000, 08126922300, 090122142030

Email: sales@solarwizardnigeria.com Website: <http://www.solarwizardnigeria.com>