Terms & Conditions and Policies

- PowerOptimal Standard Terms and Conditions
- PowerOptimal Extended Warranty Terms and Conditions
- Privacy Policy & Access to Information

PowerOptimal Standard Terms and Conditions

Version 5. Effective date: 2026/11/17

1. Nothing in this Agreement is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either of PowerOptimal or the CLIENT in terms of the Consumer Protection Act, Act 68 Of 2008 as amended ("CPA").

1.1 ***The Agreement contains terms and conditions which appear in similar text style to this clause and which:***

1.1.1 ***may limit the risk or liability of PowerOptimal or a third party; and/or***

1.1.2 ***may create risk or liability for the Client; and/or***

1.1.3 ***may compel the Client to indemnify PowerOptimal or a third party; and/or***

1.1.4 ***serves as an acknowledgement, by the Client, of a fact.***

1 . 2 ***The Client's attention is drawn to these terms and conditions because they are important and should be carefully noted.***

PART I

2. INTERPRETATION

In these Terms and Conditions, unless the context clearly indicates a different intention, an expression which indicates any gender includes the other genders; a natural person includes a company or other type of entity and vice versa; the singular includes the plural and vice versa;

2.1 the following words have the following meanings –

2.1.1 **"Assessment"** means the assessment of, amongst other things, (i) the Client's electricity bills and the electrical landscape of the Premises; and (ii) the billing procedure used by the Client's electricity supplier; as well as an analysis of the Client's electricity demand, which may be carried out under and in accordance with an Assessment Agreement, or at PowerOptimal's own cost;

2.1.2 **"Assessment Agreement"** means the agreement entered into by the Parties either before or at the same time as these Terms and Conditions governing the particular details of the Assessment for the Client;

2.1.3 **"Client"** means an existing or potential client as identified in the Transaction Document;

2.1.4 **"Confidential Information"** means any information or data which by its nature or content is confidential and/or belongs to PowerOptimal and/or any third party, or which is provided or disclosed in confidence; and which PowerOptimal or any person acting on its behalf may disclose or provide to the Client or which may come to the knowledge of the Client by any means. PowerOptimal's Confidential information includes (ii) information relating to PowerOptimal's business activities, business relationships, the Product, services and Staff; (iii) PowerOptimal's technical, scientific, commercial, financial and market information and trade secrets; (iv) (vi) PowerOptimal's plans, designs, drawings, functional and technical requirements and specifications; (vii) information concerning faults or defects in the Product or in PowerOptimal's systems, plant or equipment or the incidence of such faults or defects; (viii) contracts which PowerOptimal has entered into ; and (ix) any and all methodologies, formulae and related information and trade secrets in PowerOptimal's business and industrial processes. The determination of whether information is Confidential Information will not be affected by whether or not such information is subject to, or protected by, case law or legislation related to copyright, patent, trademarks or otherwise;

2.1.5 **"Contract Documents"** means these Terms and Conditions, and all annexures hereto;

2.1.6 **"Defective"**, in relation to the Product means (i) that the Product is unsafe; (ii) that there is a failure, defect or hazard in relation to the Product; or (iii) inadequate instructions or warnings have been provided to the Client about any hazard arising from or associated with the use of the Product;

2.1.7 **"Domain Name"** means PowerOptimal's web domains, including: poweroptimal.com and elonsmartwater.com;

2.1.8 **"Effective Date"** means the date shown in any Transaction Document as the date on which the Product would be supplied to the Client;

2.1.9 "**Know-How**" means know-how relating to analysis and assessment of electricity bills, error identification and correction of electricity bills, as well as related information, methodologies and databases;

2.1.10 **"Installation (Commissioning) Date"** means the date on which the Product is first energised and configured at the Premises, as recorded by the earliest reliable of: (i) PowerOptimal's installation database; (ii) the Product's on-

board first-energise timestamp; or (iii) the app/portal first-connect timestamp. Where the Product is installed but the Client only takes occupation of the Premises later, and occupation occurs within 6 (six) months of installation, the Installation (Commissioning) Date is deemed to be the date of occupation, upon presentation of a certificate of occupation by the Client.

2.1.11 **“Losses"** means all losses, liabilities, damages and claims, and all related costs and expenses (including legal charges on the scale as between attorney and client, tracing and collection charges, costs of investigation, interest and penalties);

2.1.12 **“Manuals”** means any manuals, training materials, reports and other documentation relating to the installation and use of the Product;

2.1.13 "**Parties**" means the parties to this Agreement, being PowerOptimal and the Client;

2.1.14 **“Products”** means any product/s created and developed by PowerOptimal from time to time which are supplied to the Client under these Terms and Conditions;

2.1.15 **“PowerOptimal”** means PowerOptimal (Pty) Ltd with registration number 2012/099947/07;

2.1.16 **“PowerOptimal Intellectual Property”** means the Software, Manuals, Trade Marks, Know-How, Domain Name and any other intellectual property of whatever nature which PowerOptimal has created or creates in the future in relation to the Products;

2.1.17 **“Premises”** means the premises nominated by the Client at which the Product is installed;

2.1.18 **“Price”** means the price payable by the Client to PowerOptimal in exchange for the supply of the Product and the performance of the Services, which may include/exclude the cost of performing the Assessment (as agreed in writing with PowerOptimal), excluding the installation cost and the costs referred to in clauses 14.3 and 15;

2.1.19 **“Prime”** means Standard Bank’s publicly quoted prime rate per annum ruling from time to time;

2.1.20 **“Proposal”** means the proposal compiled by PowerOptimal following the completion of an Assessment of what Products the Client requires to reach its particular goals;

2.1.21 **“Quote”** means the written quote issued by PowerOptimal to the Client, which sets out the Price, and which is valid for a period as indicated on it from the date of being issued to the Client;

2.1.22 "**Services**" means the services, functions and responsibilities to be performed by PowerOptimal in relation to the Product, as contracted for by the Client, and as defined in the applicable Transaction Document;

2.1.23 **“Software”** means the specialized suite of computer programs and software, developed by or on behalf of PowerOptimal and/or licensed by PowerOptimal, and which is owned exclusively/ to which PowerOptimal holds the exclusive license, and which is embedded in the Product;

2.1.24 "**Staff**" means any employee, independent contractor, agent, consultant, sub-contractor or other representative of either Party;

2.1.25 **“Trademarks”** means any trademarks which belong to PowerOptimal, whether registered or unregistered;

2.1.26 "**Transaction Documents**" means, where applicable, the Assessment Agreement, the Proposal, the Quote and any other documents relating to the supply of the Product and/or the Services by PowerOptimal to the Client under these Terms and Conditions;

2.2 any important wording which gives rights to or imposes obligations on a Party and is in any of the definitions in this clause 2 or somewhere else in these Terms and Conditions, will be given effect to as if it were important wording in the body of these Terms and Conditions;

2.3 words and expressions defined in any clause will, unless the application of any such word or expression is limited to that clause, have that meaning throughout these Terms and Conditions;

2.4 other than the terms that are defined in clauses 2.62.12 and 2.14, defined terms in these Terms and Conditions in title case will be given their meaning as defined, while the same terms appearing in lower case will be interpreted in accordance with their plain English meaning. Where a term is defined in a particular clause then that term will have the same meaning throughout these Terms and Conditions, unless it is clear from the clause in question that the term so defined has limited application to that clause;

2.5 a reference to any legislation is to the legislation as at the Effective Date and as amended or substituted from time to time;

2.6 reference to "days" means calendar days unless qualified by the word "business", in which case a "business day" is any day other than a Saturday, Sunday or public holiday as documented by the government of the Republic of South Africa from time to time. Any reference to "business hours" means the hours between 08h30 and 16h30 on any business day. Any reference to time is based on South African Standard Time;

2.7 reference to day/s, month/s or year/s is to Gregorian (civil) calendar day/s, month/s or year/s

2.8 unless specifically otherwise provided, any number of days will be determined by excluding the first and including

the last day or, where the last day falls on a day that is not a business day, the next business day;

2.9 where figures are referred to in numbers and in words, and there is any conflict between the two, the words will prevail, unless the context indicates a different intention;

2.10 no wording in these Terms and Conditions will be interpreted to the disadvantage of a Party due to the fact that such Party structured, drafted or introduced such wording;

2.11 the expiry or termination of these Terms and Conditions will not affect any wording in these Terms and Conditions which provide that they will carry on after expiry or termination or which of necessity must continue to have effect after expiry or termination, despite that the clauses themselves do not expressly provide for this;

2.12 the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not limit the general meaning of the wording that comes before it.

2.13 any reference in these Terms and Conditions to "these Terms and Conditions" or any other agreement or document means a reference to “this Agreement” or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time;

2.14 these Terms and Conditions include the attachments, which attachments will have the same force and effect as if they were in the body of this Agreement. In this Agreement the word "clause" or "clauses" and "annexe" or "annexes" refer to clauses of and annexes/attachments to these Terms and Conditions.

3. Structure of these Terms and Conditions

3.1 These Terms and Conditions apply to all clients of PowerOptimal in respect of the supply of the Product, whether the Client purchases the Product as a consumer (as defined in the Consumer Protection Act, 2008 — the “CPA”) for residential use, or as a commercial client (including for installation in property developments, for resale to end consumers, or for other commercial purposes). Where any specific clause is by its nature applicable only to commercial clients (including the retention of title, insurance and early-termination penalty clauses below), this is indicated in the relevant clause. Where a Client is a “consumer” as defined in the CPA, nothing in these Terms and Conditions limits or excludes any right or remedy that the Client has under the CPA; to the extent of any conflict between these Terms and Conditions and the CPA, the CPA prevails.

3.2 To avoid any doubt, ***any departure from these Terms and Conditions must be specifically identified and recorded as such*** in order to be effective against either Party.

3.3 These Terms and Conditions consist of two parts, namely:

3.3.1 Part I, being the definitions and preliminary;

3.3.2 Part II, being the general terms and conditions;

3.4 These Terms and Conditions will take preference over any other documents signed or to be signed between the Parties and in the event of a conflict, these Terms and Conditions will prevail.

4. TRANSACTION DOCUMENT(S)

A Transaction Document can only amend these Terms and Conditions in relation to the subject matter of such Transaction Document and only if the Transaction Document states which clause(s) of these Terms and Conditions must be amended and also states that it is the intent of the Parties to amend such clause(s). Also, such amendment must be in writing and signed by both the Parties.

PART II

5. Duration

5.1 These Terms and Conditions will start on the date of receipt by PowerOptimal of written acceptance of the Quote and will continue for the period identified in the applicable Transaction Document. If the Transaction Documents do not specify a period, then these Terms and Conditions will continue until the Parties have finished performing their obligations under the Contract Documents.

5.2 If these Terms and Conditions are not signed by the Client by the EffectiveDate, and the Product has been supplied to the Client, then the Client will be deemed to have accepted these Terms and Conditions and all Transaction Documents, and will be bound to these Terms and Conditions.

5.3 ***These Terms and Conditions provide for the early termination of the relationship between the Parties by PowerOptimal under certain circumstances. Such early termination may be in relation to particular Transaction Documents, or the entire relationship between the Parties.***

6. ASSESSMENT

6.1 PowerOptimal may, in certain instances, in its discretion, carry out an Assessment.

6.2 Where PowerOptimal carries out an Assessment, the Client must sign an Assessment Agreement.

7. supply of the Product

7.1 The Client hereby appoints PowerOptimal to supply and install the Product and perform the Services, in exchange for the Price.

7.2 PowerOptimal hereby agrees to supply the Client with and install the Product and perform the Services, in exchange for the Price.

7.3 PowerOptimal will only supply the Product once it has received written acceptance of the Quote from the Client.

8. SERVICES

PowerOptimal will render the Services to the Client, and the Client will accept and pay for such Services in line with these Terms and Conditions.

9. DELIVERY, INSTALLATION and the passing of risk

9.1 The Product will be delivered to the Client and installed as soon as reasonably possible after the Quote is accepted, or as soon as reasonably possible after any delivery date has been agreed between the Parties.

9.2 Whilst every effort will be made by PowerOptimal to deliver and install the Product on a specified date and/or time, **the Client will not have any claim against PowerOptimal if it does not deliver and/or install the Product by any specified date or time**.

9.3 The Product will be installed in accordance with PowerOptimal's instructions and directives relating to the particular Product purchased by the Client. Unless otherwise arranged with and agreed to in writing with PowerOptimal, the installation will be carried out by PowerOptimal and/or or an electrician duly appointed by PowerOptimal. Where PowerOptimal agrees to the Client appointing its own electrician to install the Product, then:

9.3.1 such installation will be entirely at the risk and expense of the Client; and

9.3.2 **the Client will not have any claim against PowerOptimal due to the installation of the Product by such electrician appointed by the Client and/or any defect/failure due to faulty installation.**

9.4 Delivery and the passing of ownership and risk in the Product will be deemed to have taken place when the Product is handed to the Client or the Client's employee or nominated agent at the Premises. The signature of any employee or nominated agent of the Client on PowerOptimal's delivery note or statement will, on the face of it, constitute proper delivery of the Product.

9.5 If the Client fails to take delivery of the Product ordered, or in any way delays such delivery, then the risk in and to the Product will immediately pass to the Client.

10. OWNERSHIP AND RETENTION OF TITLE

10.1 This clause does not apply where the Client is a "consumer" as defined in the CPA and the Transaction Document is a single, full-payment-on-delivery purchase.

10.2 Until PowerOptimal has received payment in full of all sums owed to it on any account by the Client, whether arising out of these Terms and Conditions or any other contract, legal and beneficial title in and to the Product will remain with PowerOptimal, and is referred to in this clause 10 and in clause 11 below as "**Retained Goods**".

10.3 Retained Goods are at the Client's risk, and the Client must keep the Product safe and in good condition.

10.4 The Client's use and enjoyment of the Product will terminate immediately if any of the following events:

10.4.1 the Client is placed under judicial management or in liquidation, whether provisional or final;

10.4.2 the Client compromises or attempts to compromise any of its liabilities with its creditors generally or any class of its creditors;

10.4.3 the Client breaches or threatens to breach in the performance of its obligations generally, or stops or threatens to stop carrying on business or is deemed to be unable to pays its debts;

10.4.4 the Client commits any act or omission which would, in the case of an individual, be deemed to be an act of insolvency in terms of section 8 of the Insolvency Act;

10.4.5 if anything similar to the events or circumstances mentioned above takes place anywhere other than the Republic of South Africa.

10.5 PowerOptimal may, at any time on giving reasonable advance notice, enter the Premises for the purpose of (i) inspecting the Retained Goods and identifying them as PowerOptimal's property; and (ii) to the extent that the Product is still classified as "Retained Goods" on the termination of these Terms and Conditions, removing them on termination of these Terms and Conditions. The Client authorises PowerOptimal to enter the Premises for these purposes, which authority cannot be withdrawn.

10.6 The Client is not entitled to remove or relocate Retained Goods from the Premises without advance written approval of PowerOptimal, which approval PowerOptimal is entitled to withhold in its entire discretion.

11. INSURANCE

11.1 This clause does not apply where the Client is a “consumer” as defined in the CPA and the Transaction Document is a single, full-payment-on-delivery purchase.

11.2 The Client must, for the period that these Terms and Conditions are in effect, have and maintain in force enough insurance to cover Retained Goods, as follows:

11.2.1 For fire and allied perils and theft;

11.2.2 there will be no subrogation against PowerOptimal, its agents or representatives under these insurances, whether mentioned in these Terms and Conditions or not, and taken out by or maintained by the Client.

11.2.3 The Client must, on demand, provide proof of (i) such insurance policy(ies); and (ii) its insurer's knowledge of the undertakings contemplated in clause 11.1 above.

12. GRANT OF LICENCE

PowerOptimal grants to the Client a limited, reversible, non-exclusive, non-transferrable right (where applicable) to use the Software, at the Premises, for the period that these Terms and Conditions are in effect.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Client acknowledges and agrees that the right, title and interest in and to the PowerOptimal Intellectual Property vests in PowerOptimal, and unless these Terms and Conditions state that the Client will obtain any rights in the PowerOptimal Intellectual Property, the Client will not acquire any rights (proprietary or otherwise) therein.

13.2 To avoid any doubt, ownership of the PowerOptimal Intellectual Property will not at any stage pass to the Client, even though the Client may obtain ownership of the Product under these Terms and Conditions.

13.3 If the Client becomes aware of any violation of any of the rights (including intellectual property rights) of PowerOptimal, or any claim or legal proceedings which may in any way affect any of the rights (including any intellectual property rights) of PowerOptimal, then it must (i) immediately inform PowerOptimal in writing and provide it with all details of such violation, claim or legal proceeding known to it; and (ii)give reasonable help to investigate such violation, claim or legal proceedings and in any legal proceedings which arise from such violation.

14. DUTIES OF THE CLIENT

14.1 The Client must (i) give PowerOptimal access to the Premises, and such other equipment and facilities; and (ii) provide PowerOptimal with such help, as may be needed by PowerOptimal, in order to effectively perform its duties and obligations in terms of the Transaction Documents.

14.2 The Client must, as quickly as possible bring to PowerOptimal’s attention any circumstances which may impact upon the Client’s performance of its duties and obligations in terms of the Contract Documents.

14.3 The Client must immediately inform PowerOptimal (i) if it intends to buy or install additional equipment or appliances at the Premises; or (ii) of any other fact or circumstances which could affect all or some of these Terms and Conditions, including which could have the result of changing the payments to be made in terms of these Terms and Conditions (so as to assist PowerOptimal in issuing a revised quote to cater for these circumstances).

15. installation and other costs

15.1 The Client will be required to pay the costs of installing the Product at the Premises, as well as any other costs, expenses and liabilities mentioned in these Terms and Conditions, including without limitation, cables, wiring, fittings and other items which are required to effect the installation.

15.2 If, during the course of installing and/or supplying the Product, it transpires that additional work, consumables and/or deliverables are required which could not have been reasonably foreseen at the time of performing the Assessment and/or issuing the Quote, then PowerOptimal will be entitled to quote the Client for such additional work, consumables and/or deliverables at that time.

16. the price

16.1 In exchange for the supply of the Product, the Client agrees to pay PowerOptimal the Price.

16.2 All payments will be COD (Cash on Delivery) unless alternative payment terms are specified in the Quote or agreed between the Parties in writing. This may include the signature by the Client of an Instalment Sale Agreement.

16.3 Payment of any amount must be made without any delay, deduction, withholding or set-off.

16.4 PowerOptimal will not accept any payments made by cheque.

16.5 If any payments are to be made in instalments (as specified in the Quote or in an agreement between the Parties to this effect), or, where the Client is a commercial client, and is required to pay for connectivity and server data collection, then the Client will be required to sign the Debit Order Authority Form.

16.6 If the Client wants to cancel the Debit Order Authority Form, such cancellation will not cancel these Terms and

Conditions. Any cancellation of these Terms and Conditions can only take place in accordance with the requirements of these Terms and Conditions.

16.7 If any amount which is due by the Client to PowerOptimal is not paid, PowerOptimal has the right, in addition to any other rights in these Terms and Conditions and at law, to (i) switch off the Product, in which case PowerOptimal will use its best efforts to give the Client warning of this intended action; or (ii) remove the Product from the Premises, and the Client agrees to such actions, and also agrees to providing PowerOptimal with access to the Premises in order to remove the Product.

16.8 Any amount falling due for payment by the Client to PowerOptimal will bear interest at the rate of Prime plus 2% from due date until date of payment, calculated and payable monthly in advance. If such interest is not paid in full by the Client, it will be added to the principal sum, and the total will form the whole debt, which will then bear interest in the same way as set out above. In the case of a dispute as to the rate of interest, a certificate in writing by a manager or accountant of PowerOptimal will be enough evidence to prove the rate of interest.

17. WARRANTY ON THE Product

17.1 If the Product is found to be Defective, the Client will be entitled to a repair or replacement of it within 2 (two) years of the Installation (Commissioning) Date of the Product. We will accept a warranty claim notified to us within 14 (fourteen) days after expiry of the warranty period, provided the underlying defect arose during the warranty period; claims notified after this 14-day grace period will not be entertained. ***Where the Client is a consumer as defined in the CPA, then the Client will be entitled to such remedies as are made available under the CPA in relation to the return of goods***. All claims in this regard must be accompanied by an original tax invoice.

17.2 The warranty in clause 17.1 does not extend to: (a) damage caused through abuse, misuse, improper use, improper testing, negligence, accident, alteration, tampering or repair by a third party, or ordinary wear and tear; (b) damage caused by lightning; (c) damage caused by power outages, load shedding or electrical surges; (d) damage caused by the chemical or electrochemical effects of water; (e) any defect in wiring, electrical connections or plumbing which does not form part of the Product at the time of original supply; (f) fragile or cosmetic items, consumable items, and minor variances from nominal features that have no significance to the Product's value or fitness for purpose; (g) exceptional environmental conditions, inappropriate operating conditions, or the Product having come into contact with unsuitable materials; (h) transport damage where transport was not arranged by us, improper installation or assembly, improper use, use within a non-domestic environment (where the Product is supplied as a residential unit), poor maintenance, or failure to observe operating instructions; (i) poor system performance attributable to the design or condition of the broader installation — including (by way of example) an insufficient number of solar PV modules, poor module orientation or tilt, shading, the presence of a hot-water circulation system, or undersized cabling; (j) faults caused or contributed to by use of the Product with components that do not comply with the relevant SANS / IEC standards or with our published compatibility list; (k) faults caused by electromagnetic interference exceeding the Product's tested electromagnetic immunity level (refer to the Product specification sheet); (l) faults arising or worsened because the Client failed to take corrective action within 21 (twenty one) days of written notification from us identifying conditions that need to be rectified; (m) any opened thermal fuse — the opening of a thermal fuse due to an empty geyser or other defect not caused by the Product is not a manufacturing defect and is treated outside the warranty; we may, on request, undertake a best-efforts repair if the Product is returned to our facility at the Client's cost; (n) any accessories or additions which do not constitute the main body of the warranty agreement; or (o) any defect in respect of which PowerOptimal has made a determination under clause 17.5.4. The warranty will not apply if repairs or other interventions are performed by persons not authorised by us, if the Product is fitted with non-original spare parts, extras or accessories, or in the event of physical or verbal abuse towards any member of our staff. To the maximum extent permitted by applicable law, in no event shall PowerOptimal be liable for any special, incidental, indirect or consequential damages arising out of or in connection with the use, malfunction or inability to use the Product, including (without limitation) damages for water damage to surrounding property, loss of business profits, loss of revenue, loss of use, or interruption to hot water supply. The Client hereby indemnifies PowerOptimal for the costs of defending any action against it that arises from any of the circumstances described in this clause.

17.3 Replacement units: Where we replace the Product (whether with a new or refurbished Product), the replacement carries only the unexpired portion of the original warranty period, including any unexpired portion of an active extended warranty. The replacement does not commence a new warranty period.

17.4 Return Merchandise Authorisation (RMA): All warranty claims are on a return-to-PowerOptimal basis. The Client must obtain a Return Merchandise Authorisation (RMA) number from PowerOptimal before returning any Product. PowerOptimal may refuse to inspect or repair any Product returned without a valid RMA number, or charge a return-handling fee where the returned Product is found not to be defective.

17.5 Certificate of Compliance – solar PV and other DC sources

17.5.1 Where the Product is installed in, or connected to, an electrical installation that includes solar PV modules or any other DC source, the Client must ensure that a valid Certificate of Compliance, issued by a registered person in terms of the Electrical Installation Regulations, 2009, and covering the Product and the DC installation connected to it, exists for that installation.

17.5.2 Wherever the electrical installation of the Product is later changed – for example, the addition or extension of solar PV, the addition of new circuits, or any other change to the Product installation requiring electrical work – the Client must ensure that a supplementary Certificate of Compliance covering that change is issued.

17.5.3 The Client must supply a copy of the Certificate of Compliance and any supplementary Certificate of Compliance (a) with any warranty claim, and (b) within 14 days of a written request from PowerOptimal.

17.5.4 If the Client fails to comply with clauses 17.5.1 to 17.5.3, PowerOptimal will assess, acting reasonably and with reference to its inspection of the Product and any available device data, whether the defect was caused or worsened by the electrical installation or by the unrecorded change. If PowerOptimal so determines, it may decline the warranty

claim and may treat the warranty (including any extended warranty) as invalid. PowerOptimal will notify the Client of its decision and the reasons for it in writing, and will consider any information the Client provides in response within 14 days.

17.5.5 Nothing in this clause limits any right a consumer has under sections 55 and 56 of the Consumer Protection Act, 2008.

17.6 Installers: Where we suggest, recommend or list an electrical contractor or installer, we do so as a convenience to the Client only. Such installers are independent third parties and are not employed, controlled or warranted by PowerOptimal. We accept no liability for the acts or omissions of any installer, and the Client engages any installer at the Client's own risk.

18. Warranties AND UNDERTAKINGS BY THE CLIENT

In addition to any other obligations of the Client contained in these Terms and Conditions, the Client ***warrants and undertakes that:***

18.1 ***it is aware of the nature and the limitations of the Product;***

19. INDEMNITIES

19.1 ***The Client hereby indemnifies and holds harmless PowerOptimal, its successors and assigns, from any and all Losses arising from or in connection with any claim or action arising from the Client's:***

19.1.1 ***failure to observe or perform any duties or obligations in accordance with these Terms and Conditions, any law, license, certificate, authorisation and/or consent;***

19.1.2 ***any breach by the Client of the warranties in clause 18;***

19.1.3 ***failure to observe or adhere to any warning labels and/or instructions pertaining to the Product;***

19.1.4 ***Any third party claim, not due to a fault of PowerOptimal, related to the installation of the Products.***

20. DISCLOSURE OF PERSONAL INFORMATION

20.1 The Client may be required to provide PowerOptimal with personal information.

20.2 Whilst PowerOptimal will, in general, use such personal information anonymously, the Client understands and agrees that such personal information is to be used for the purposes of:

20.2.1 monitoring performance of the Product;

20.2.2 conducting case studies regarding the use of the Product by each Client; and

20.2.3 connecting data regarding the Client's use of the Product with the billing by the Client's electricity service provider.

20.3 PowerOptimal undertakes that any personal information provided by the Client to it will be held securely and in accordance with applicable laws.

20.4 The Client confirms that all personal information provided to PowerOptimal is accurate and complete. The Client further agrees to update such information if it changes at any time, ***failing which, PowerOptimal will not be liable for any inaccuracies or lack of completeness of such information, or any resulting failure to properly perform its obligations under these Terms and Conditions****.*

21. 21A. Software, app and data — End User Licence Terms

21.1 Licence: PowerOptimal grants the Client a personal, limited, non-exclusive, non-transferable, revocable licence to use the PowerOptimal app, customer portal and any firmware embedded in the Product, solely in connection with the Client's lawful use of the Product. The Client must not reverse engineer, decompile, modify or attempt to extract the source code of the firmware, app or portal except to the extent permitted by law.

21.2 Account and password security: The Client is responsible for keeping their account credentials, app sign-in details and any device password (where applicable) secure and confidential. PowerOptimal is not responsible for any loss arising from unauthorised access to the Client's account where that access is the result of credentials being compromised on the Client's side.

21.3 Carbon credits and environmental attributes: Any carbon credits, renewable energy certificates, or other environmental attributes generated, attributed or attributable to the use of the Product (including avoided-grid-energy attribution) are owned by PowerOptimal. The Client assigns to PowerOptimal any rights it may have in such attributes by reason of using the Product. PowerOptimal may, at its discretion, share value derived from such attributes with Clients via published programmes.

21.4 Data we collect from the Product: Telemetry, configuration and event data is collected from the Product to enable safety functions, warranty validation, performance monitoring and product improvement. Aggregated and anonymised data may be used by PowerOptimal without restriction. Personal information is handled per PowerOptimal's privacy

policy, available at https://docs.poweroptimal.com/books/terms-conditions-and-policies.

22. Confidentiality

22.1 The Client acknowledges the great importance of the Confidential Information to PowerOptimal and, where applicable, third party owners of such information, and recognises that PowerOptimal and/or third party owners may suffer severe harm or loss if such information is disclosed or used otherwise than in accordance with the Contract Documents.

22.2 The Client will not:

22.2.1 except as allowed for in the Contract Documents, not to disclose or publish any Confidential Information in any way, for any reason or purpose without the advance written approval of PowerOptimal and provided that if the Confidential Information is owned by a third party, the Client must get the approval of such third party;

22.2.2 to restrict the distribution of the Confidential Information to only those of the Staff who are actively involved in activities for which use of Confidential Information is authorised and then only on a "need to know" basis and the Client must initiate, maintain and monitor internal security procedures reasonably acceptable to PowerOptimal to prevent unauthorised disclosure by the Staff;

22.2.3 to take all practical steps, both before and after disclosure, to ensure that the Staff who are given access to Confidential Information understand the secret and confidential nature of such information.

22.2.4 except as allowed for in the Contract Documents, not to use, employ, exploit or in any other way use the Confidential Information for any purpose whatsoever without the advance written approval of PowerOptimal and provided that if the Confidential Information is owned by a third party, the Client must get the approval of such third party.

22.3 All Confidential Information disclosed by PowerOptimal to the Client or which otherwise comes to the knowledge of the Client, is:

22.3.1 owned by PowerOptimal or where applicable, the relevant third party owner; and

22.3.2 not to give any rights in such Confidential Information to the Client.

22.4 The Client must protect the Confidential Information in the way that a reasonable person protecting his own Confidential Information would.

23. BREACH

23.1 If the Client commits a breach of any part of the Contract Documents and fails to correct it within 14 (fourteen) days of notice, should a shorter period be reasonable in the circumstances, PowerOptimal will be entitled, in addition to any other rights and remedies that it may have in terms of the Contract Documents or otherwise, to terminate any or all Contract Documents without prejudice to any claims which PowerOptimal may have for damages against the Client.

23.2 To avoid any doubt, all Contract Documents will terminate when these Terms and Conditions terminate.

24. TERMINATION FOR CONVENIENCE

PowerOptimal may terminate these Terms and Conditions or any Transaction Document(s) in whole or in part for convenience and for no reason at any time by giving the Client at least 30 (thirty) days' advance written notice, specifying the termination date. PowerOptimal will not be liable to the Client due to such termination.

25. PENALTY FOR EARLY TERMINATION BY THE CLIENT

25.1 This clause does not apply where the Client is a "consumer" as defined in the CPA and the Transaction Document is a single, full-payment-on-delivery purchase.

25.2 ***If the Client terminates or tries to terminate these Terms and Conditions earlier than it is due to terminate in terms hereof, then:***

25.2.1 ***the balance of instalments which the Client would have been required to pay during the remainder of these Terms and Conditions will become immediately due and payable to PowerOptimal;***

25.2.2 ***PowerOptimal will be entitled to remove the Product from the Premises, and the Client will provide PowerOptimal with access to the Premises for such purposes; and***

25.2.3 ***the provision of all Services under these Terms and Conditions will immediately stop.***

26. LIMITATION OF LIABILITY

26.1 ***Despite any conflicting wording in the Contract Documents, but in line at all times, with applicable laws, PowerOptimal will not be liable for any Losses as a result of:***

26.1.1 ***the Client or any other person, including any electrician appointed by the Client as contemplated***

in clause 9.3handling, storing, installing, using or otherwise dealing with the Product in a way which does not comply with: (i) warning labels or instructions for installation or use; (ii) the purpose which the Product is designed for; and (iii) the normal and proper way that the Product is meant to be handled, stored, installed, used or otherwise dealt with;

26.1.2 ***any malfunction, non-performance or lowering of performance of the Product caused by or resulting directly or indirectly from any alterations, attachments, tampering with or relocation of the Product which is not approved in writing by PowerOptimal, it being understood that the Client will be entirely responsible for resulting violation, injury to person or damage to property and the Product;***

26.1.3 ***modifications, repairs or replacements or attempted modifications, repairs or replacements not performed by PowerOptimal or not approved by PowerOptimal in writing before such modifications, repairs or replacements are made or attempted to be made by any other party, including the Client;***

26.1.4 ***any changes or modifications to the Product which are required due to any technical or regulatory changes introduced by the appropriate regulatory authorities;***

26.1.5 ***causes external to the Product such as failure or fluctuation of electrical power, including load shedding (unless the Product is specifically designed to assist in the management of load shedding).***

26.2 ***Subject to applicable laws, PowerOptimal will under no circumstances whatsoever,(including due to its negligent acts or omissions or those of its servants, agents or contractors or other persons who law PowerOptimal may be liable for), be liable for any indirect, incidental, special, or consequential Losses of any kind however it may be caused , suffered by the Client, its directors and/or servants, including any loss of profits, revenue, economic loss, loss of operation time, corruption or loss of information and/or loss of contracts, arising from or related to the Product and/or the use of the Software and/or Products.***

26.3 ***Subject to clauses 25.1 and 25.2, and subject to applicable laws, PowerOptimal's liability for any loss or damages arising out of or relating to the Contract Documents (including in connection with the performance or omission by PowerOptimal of its obligations and duties under the Contract Documents) will be limited to the price paid by the Client as at the date on which the incident which gave rise to such Loss occurred.***

27. MEDIATION AND ARBITRATION

27.1 All disputes arising out of or relating to the Contract Documents, including disputes about the meaning or interpretation of any part of the Contract Documents, must first be resolved or attempted to be resolved by the Parties through good faith discussions within 30 (thirty) days of the dispute having been declared by any of the Parties;

27.2 Subject to clause 26.1 being exhausted, any dispute will be referred to an independent Advocate with not less than 10 years' experience with the Johannesburg Bar, of PowerOptimal's choice;

27.3 The arbitrator will act as an expert and not an arbitrator and will not be bound to the rules of arbitration under the arbitration laws for the time being in force in the Republic of South Africa;

27.4 The arbitrator will be entitled to make such award, including an award for specific performance, an interdict (court order which will require a Party to do or not do something), damages or a penalty or otherwise as he in his entire discretion decides it appropriate and to deal as he decides with the question of costs.

27.5 Any award made by the arbitrator:-

27.5.1 will be capable of being taken on appeal to a court with authority;

27.5.2 may be made an order of any court with authority;

27.5.3 nothing in this clause 26 will prevent either party from obtaining intermediate relief (short term assistance) on an urgent basis from a court with authority, whilst awaiting the decision of the arbitrator.

28. addresses where legal notices may be sent

28.1 The Parties select the following addresses as their respective addresses where legal notices may be sent, or such other address as may be notified by either Party to the other:

28.1.1 PowerOptimal:

88 12th Avenue, Kleinmond, 7195.

28.1.2 The Client:

(a) Where PowerOptimal has issued a Quote or entered into a Transaction Document directly with the Client – the address contained in such Quote or Transaction Document; or

(b) Where the Product or Services have been purchased or supplied through an authorised distributor, reseller, or merchant – the principal place of business or registered office of the Client, as provided in the purchase order, invoice, or registration documentation supplied to PowerOptimal (whether directly or via such distributor, reseller, or merchant).

A notice, request, demand, or determination under the Contract Documents—

(i) delivered by hand, will be deemed to have been properly given when delivered during ordinary business hours; or

(ii) sent by registered mail to the relevant domicilium address, will be deemed to have been properly given on the 7th (seventh) day after posting, evidenced by a registered mail receipt.

Either Party may change its domicilium address by giving written notice of such change to the other Party, which change will take effect seven (7) days after receipt of such notice. A notice, request, demand and determination under the Contract Documents (i) delivered by hand will be deemed to have been properly given when delivered by hand during ordinary business hours; or (ii) delivered by mail when mailed in a properly addressed envelope to a responsible person at the receiver's address set out above by registered mail, which delivery will be evidenced by the registered mail receipt;

29. FORCE MAJEURE (unforeseeable circumstances)

29.1 Neither Party will be liable for any failure to fulfil its obligations under the Contract Documents if, and to the extent that, such failure is caused by any circumstances beyond its reasonable control.

29.2 Should either Party be unable to fulfil its obligations under the Contract Documents for a period of 90 (ninety) days, due to circumstances beyond its reasonable control, as recorded in clause 28.1, then such Party must, as soon as it becomes aware that such circumstances are likely to cause a delay or suspension of the Contract Documents, give written notice to the other Party, estimating the length of such delay. However, the Party claiming a force majeure event (unforeseeable circumstance)must, to the extent possible:

29.2.1 use its reasonable endeavours to terminate the circumstances causing the force majeure (unforeseeable circumstance); and

29.2.2 should the force majeure (unforeseeable circumstance) come to an end, immediately give notice to the other Party that it has ended.

29.3 If the force majeure event (unforeseeable circumstance)has a permanent effect, affecting the fulfillment of all or part of a Party's obligations under the Contract Documents, then either Party can terminate the Contract Documents immediately by giving written notice of such termination to the other Party.

30. General

30.1 The Contract Documents will be binding on the Parties and any third party that acquires PowerOptimal or to whom these Terms and Conditions are transferred. The Client will not be entitled to cede, assign, sub-contract or otherwise transfer any rights or obligations contained in any or all Contract Documents without the advance written approval of PowerOptimal. PowerOptimal, in its entire discretion, may cede, assign, sub-contract or otherwise transfer any rights and/or obligations under any or all Contract Documents without the approval of the Client which will include, , a company or other type of entity which acquires all or almost all of the assets of PowerOptimal.

30.2 If any of the terms and conditions of the Contract Documents are held to be invalid, unlawful or unenforceable, such terms and conditions can be removed from the remaining terms and conditions, which will continue to be valid and enforceable. If any term or condition which is held to be invalid can be changed so as to make it valid, the Parties agree to negotiate an amendment to remove the invalidity.

30.3 No change, waiver (surrender) or discharge (release) of the terms and conditions of the Contract Documents will be valid unless it is in writing and signed by an authorised representative of the Party against which such change, waiver (surrender) or discharge (release) is sought to be enforced. Any such change, waiver (surrender) or discharge (release) will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party to exercise any right, power or privilege under the Contract Documents will operate as a waiver (surrender) of the Contract Documents. No single or partial exercise of any right, power or privilege will prevent any other or further exercise of the Contract Document or the exercise of any other right, power or privilege.

30.4 The Contract Documents will be governed by and interpreted in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating to the Contract Documents will be determined in accordance with such law.

30.5 The Contract Documents constitute the whole of the agreement between the Parties relating to the subject matter of those documents and unless the Contract Documents allow for it, no amendment, alteration, addition, variation or agreed cancellation will be of any force or effect unless it is in writing and signed by the Parties or their duly authorised representatives.

30.6 The Parties agree that there are no other terms or conditions to the Contract Documents, whether oral or written.

30.7 The Parties warrant and acknowledge that the relationship between them is not in the nature of a partnership and that neither Party can make or enter into binding agreements of any nature on behalf of the other Party.

30.8 Any provision of the Contract Documents, which contemplates performance or observance after any termination or expiry of the applicable Contract Documents, will survive any termination or expiration of the applicable Contract Documents and continue in full force and effect.

30.9 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract Documents, it will act in good faith.

30.10 Each Party will bear and pay its own costs of or associated with the drafting, preparation and execution of the Contract Documents.

31. AI ASSISTANT DISCLAIMER

31.1 The information provided by any artificial intelligence (AI) assistant or automated digital service operated by or on behalf of PowerOptimal, including but not limited to those available on its websites, is for general guidance only. Such information does not constitute professional, technical, or safety advice.

31.2 Because PowerOptimal’s products involve electricity and water, users must always exercise caution and refer to the official manuals or consult a qualified technician for all installation, maintenance, or repair work.

31.3 PowerOptimal, its directors, employees, or agents will not be liable for any damage, injury, loss, or other consequence arising from reliance on or use of information provided by any AI assistant or automated service.

PowerOptimal Extended Warranty Terms and Conditions

Version 7. Effective 17 November 2026.

1. Preamble

This document explains the terms, limitations and scope of our extended warranty for the PowerOptimal Elon® (“the Product”). This extended warranty is optional and in addition to any warranty in terms of our standard terms, any statutory rights that may apply, or the obligations (contractual or in law) of the retailer from whom you purchased the Product.

This extended warranty only applies if you register the Product within 30 days of the Installation (Commissioning) Date through https://poweroptimal.com/elon-extended-warranty/. For new-build estates where the unit is installed before occupation, the 30-day registration window runs from the date of occupation, provided occupation occurs within 6 months of installation.

This warranty is a service contract and not an insurance policy or guarantee.

2. Information about us

2.1 This warranty is provided to the customer (you, your) by PowerOptimal (Pty) Ltd, trading as PowerOptimal. We are a private company incorporated in South Africa with company registration number 2012/099947/07 and our registered office address is at 88 12th Avenue, Kleinmond, 7195, South Africa (we, us, our).

3. The contract between you and us

3.1 After you submit your registration, we will e-mail you to confirm that we have received it. This confirmation does not mean we have accepted your registration. We will then review your registration and either approve it or decline it, with reasons.

3.2 You agree that this is a limited warranty and that you are bound by these terms and conditions.

3.3 By entering this contract, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old.

3.4 This contract starts on the date we issue your extended-warranty certificate. We will issue the certificate only once we have approved your registration and, where a fee applies under clause 5, received the fee in cleared funds.

4. Duration

4.1 Our standard terms provide for a 2-year warranty from the Installation (Commissioning) Date (“standard warranty”). This extended warranty applies for a 3 (three) year period from termination of the standard warranty, to provide for a total warranty period of 5 (five) years.

4.2 Subject to these terms and conditions, and in particular clauses 6 to 9, during the extended warranty period we will rectify defects affecting the Product which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified.

4.3 We may in our discretion decide whether to repair any defects or replace the Product free of charge.

5. Fee

5.1 We charge an activation fee for the extended warranty. The current fee is published on https://poweroptimal.com/elon-extended-warranty/. The fee that applies to your registration is the fee shown on that page on the date you submit your registration.

5.2 The fee becomes payable only once we have approved your registration. We will send you an invoice with our approval, and you must pay it within 14 days of the invoice date. If you do not pay within that time, your registration lapses and no extended warranty applies. If we decline your registration, no fee is payable.

5.3 Registrations submitted before a fee was first published on that page remain free of charge.

5.4 The fee is payable once for the full extended-warranty period and is not refundable, except where required by law. We may change the published fee at any time. A change does not affect registrations already submitted.

6. Scope of the warranty (exclusions)

6.1 This extended warranty is only available within the Republic of South Africa and applies to repairs and replacements done in South Africa while the Product is being used in South Africa. For other countries, please contact your local agent or supplier.

6.2 The warranty does not extend to:

a. Damage caused through abuse or negligence by a user;

b. Fragile items such as glass or cosmetic parts or consumable items;

c. Minor variances from nominal features of no significance to the Product's value or fitness for purpose;

d. Damage caused by the chemical or electrochemical effects of water;

e. Damage caused by lightning;

f. Any accessories or additions, which do not constitute the main body of the warranty agreement;

g. Any defect in wiring, electrical connections or plumbing which does not form part of the Product at the time of original purchase or caused by power outages, load shedding and electrical surges;

h. Exceptional environmental conditions, inappropriate operating conditions, or the Product having come into contact with unsuitable materials;

i. Poor system performance attributable to the design or condition of the broader installation — including (by way of example) an insufficient number of solar PV modules, poor module orientation or tilt, shading, the presence of a hot-water circulation system, or undersized cabling;

j. Faults caused or contributed to by use of the Product with components that do not comply with the relevant SANS / IEC standards or with our published compatibility list; and

(k) Faults caused by electromagnetic interference exceeding the Product’s tested electromagnetic immunity level (refer to the Product specification sheet);

(l) Any defect in respect of which PowerOptimal has made a determination under clause 7.4.

6.3 This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which we are not responsible, improper installation and assembly, improper use, use within a non-domestic environment, poor maintenance, failure to observe operating instructions or failure by the Client to react within 21 (twenty one) days of written notification by us of conditions that need to be rectified.

6.4 The warranty will not apply:

a. If repairs or other interventions are performed by persons not authorised by us to take such action, or if our Products are fitted with non-original spare parts, extras or accessories, or

b. In the event of physical or verbal abuse towards any member of our staff.

7. Certificate of Compliance

7.1 The Client must upload a copy of the electrical Certificate of Compliance (CoC) at the time of extended warranty registration. Failure to do so will prevent the registration from being completed.

7.2 Exception - installations without any DC source. Where the Product is installed without any DC source (such as solar PV) connected to it - for example a thermostat-only installation - the Client may instead complete the no-DC-source declaration confirming that no DC source is connected. An electrical Certificate of Compliance is not required for registration in this case.

7.3 Supplementary Certificate of Compliance. Wherever changes are made to the electrical installation of the Product at the Premises after registration of the extended warranty – for example, the addition or extension of solar PV, the addition of new circuits, or any other change to the Product installation requiring electrical work – the Client must ensure that a supplementary Certificate of Compliance covering that change is issued by a registered person, and must supply a copy to PowerOptimal within 14 days of the change being completed, with any warranty claim, and within 14 days of a written request from PowerOptimal. Where the original registration was made under the no-DC-source exception in clause 7.2 and a DC source (such as solar PV) is later connected, the supplementary CoC supplied at that point also extends cover to the DC side; cover for DC-side defects applies prospectively from the date the supplementary CoC is supplied.

7.4 Failure to supply a Certificate of Compliance. If the Client fails to comply with clause 7.3, or if a no-DC-source declaration under clause 7.2 is found to be incorrect, PowerOptimal will assess, acting reasonably and with reference to its inspection of the Product and any available device data, whether the defect was caused or worsened by the electrical installation or by the unrecorded change. If PowerOptimal so determines, it may decline the warranty claim and may treat the extended warranty as invalid. PowerOptimal will notify the Client of its decision and the reasons for it in writing, and will consider any information the Client provides in response within 14 days.

7.5 Nothing in this clause 7 limits any right a consumer has under sections 55 and 56 of the Consumer Protection Act, 2008.

8. Returns and RMA

8.1 Where the Client returns a Product without a valid RMA number issued by us, we may charge a return-handling fee and/or refuse to inspect the Product. Where the returned Product is found not to be defective, we may charge a no-fault-found fee and recover return-shipping costs.

8.2 We will decide whether rectification of defects will take the form of a repair or the replacement of the Product. If we decide on a replacement, the Product may be replaced with a refurbished Product. The Product may need to be returned or shipped to our customer service centre for repair. You have to bear the costs of such transportation. A purchase receipt and the electrical CoC (or, where clause 7.2 applies, the no-DC-source declaration) must be presented. We will first inspect the Product to determine (i) whether it is faulty; and if so (ii) what the cause of the fault is, and (iii) whether any of the exclusions in clause 6 apply. Should we find the Product to be faulty and no exclusion in terms of clause 6 to apply, we will return the repaired or replaced Product to you at our cost. Replaced parts pass into our ownership.

8.3 Services provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the Product.

9. Limitation of liability

9.1 Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting for replacement parts to arrive.

9.2 We shall not be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

9.3 Other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.

10. Transfer of rights and obligations

10.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

10.2 You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.

10.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

10.4 The extended warranty is registered to the Product’s serial number and is non-transferable to a different Product. It is, however, transferable to a successor occupant of the Premises at no charge, provided the successor notifies us of the transfer.

11. Grandfathering of pre-transition extended warranties

11.1 Extended warranties registered, issued or contractually committed to before 16 October 2026 remain in effect on the terms then applicable, including any 5-year warranty undertakings given to estate developers. From 16 October 2026 all new extended warranty registrations are subject to these terms (V6).

12. Force Majeure

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (force majeure event).

12.2 A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

i. Strikes, lock-outs or other industrial action;

ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

v. Impossibility of the use of public or private telecommunications networks; and

vi. The acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our performance under this contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under this contract may be performed despite the force majeure event.

13. Waiver

13.1 If we fail, at any time during the term of this contract, to insist upon strict performance of any of your obligations under this contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

13.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you.

13.4 Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Entire agreement, governing law, jurisdiction

14.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of this contract, with the exception of our

general terms and conditions of supply which can be found at: https://poweroptimal.com/terms

14.2 If there is any conflict between these terms and conditions and the general terms and conditions of supply referred to above in respect of the extended warranty, these terms and conditions will take precedence.

14.3 We each acknowledge that, in entering into this contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

14.4 Variation to these terms and conditions: We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.

14.5 Governing law and jurisdiction: Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by South African law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the High Court of South Africa.

PowerOptimal (Pty) Ltd

No. 88, 12th Street, Kleinmond, 7195, South Africa.

Privacy Policy & Access to Information

Last updated: August 2025

A. Privacy Policy

1. Introduction

The right to privacy is important to PowerOptimal (Pty) Limited **('PowerOptimal",** "**us**" or "**we**") and we are committed to processing your personal information in compliance with applicable data protection laws, like the Protection of Personal Information Act 4 of 2013 ("**POPI**"). PowerOptimal is the supplier of the Elon 100 and the Elon Smart Water Solution and owns the websites located at https://poweroptimal.com/, https://elonsmartwater.com/, https://moolmaninstitute.com/p/elon-course, https://moolmaninstitute.com/p/elon-smart-installation and https://moolmaninstitute.com/p/elon-100-installation.

The Elon Smart Water Solution includes hardware devices, a mobile app, as well as a cloud services platform. This privacy policy applies to all users of our websites and the app and cloud services platform ("**digital platforms**"), and also applies to all processing of personal information of our clients, the end users of our products and services, potential clients or end-users, installers of our products, other product or services suppliers, insurers, property managers, or other relevant third parties ("**you**") whose personal information we process for our business purposes.

"**personal information**" means personal information as defined in POPI, being information about you or that may identify you.

In this policy we explain your and our rights and obligations in respect of your personal information. We may change the terms of this policy if the law or our business processes require it. The latest version of this policy as available on our digital platforms will always apply.

2. Collecting your Personal Information

We collect personal information about you from the following sources:

- directly from you when you provide it to us, such as when you interact with us through any of the digital platforms, enter into a contract with us for any products or services, register a warranty for one of our products, contact us for any reason, provide feedback on our products and services, enter into competitions we may run, liaise with us through our social media platforms such as LinkedIn or Facebook, or otherwise through the course of our business relationship with you;
- from your web browser when you visit our digital platforms;
- from public sources where you have made your personal information public, such as on social media or online platforms;
- from your interaction with our products and services or when you use any features or resources available on or through our digital platforms;
- from business partners such as banks, finance houses, retailers, insurers, house owners associations, etc who also have a relationship with you and who sell or promote our products; and
- from other third parties not listed above if the law allows for it and strictly for our business and compliance purposes.

You have no obligation to provide any of the personal information requested by us. However, if you choose not to provide us with certain personal information, we may not be able to deal with your request, and/or provide you with the products or services that depend on our ability to collect, use, disclose or process, or which require, your personal information. We also may not be able to respond to your enquiry or instructions without your personal information.

3. Categories of personal information that we process

We collect various categories of personal information depending on the reason for processing. The categories may (but will not necessarily) include:

- **General personal details:** for individuals, we collect for example name and surname, identity or passport number; and for juristic persons, we collect registered name, registration number, address, directors' details and VAT details.

- **Special personal information:** Note that we do not intentionally collect information that is classified as special personal information, including health information, religious beliefs, biometrics, excluding information on criminal behaviour which we may process for purposes of fraud prevention or related fraudulent activities, whether actual or suspected.
- **Contact details:** your address, contact number, email address, public social media profiles.
- **User information:** personal information included in correspondence between us, transaction documents, how you provide products or services to us (when you are a supplier for example) or how you use our products or services (when you are an end-user for example).
- **Account details:** for example, username, password (note that we cannot view this), usage data, and aggregate statistical information when you register an account on any of our digital platforms.
- **Consent records:** records of any consents you have given us, as well as any records of your withdrawal or refusal of consent.
- **Payment details:** for example, bank account details, payment method, information provided by payment gateway service providers, payment amount, date and reason for payment and related information.
- **Data relating to our services and device location:** for example, your device type, the operating system and browser, browser settings, IP address, dates and times of connecting to and using the website and other technical communications information, including cookies and other technologies and geolocation of the device used.
- **Content and advertising data:** records of your interactions with our online advertising on the various channels which we advertise and records relating to content displayed on webpages displayed to you.
- **Views and opinions:** any views and opinions that you choose to share with us, or publicly post on social media platforms or elsewhere.
- **Children's Personal Information:** Although our services are not aimed at persons under the age of 18, a person under the age of 18 may use our application. We do not intend collecting personal information of the user under the age of 18, but where we collect personal information of any person that qualifies as a *child* in terms of POPI, it will be with the consent of a parent or guardian. A guardian or parent may only share information of a child with us on the basis of consent to processing.

4. Purposes of processing personal information

We only process limited and relevant personal information for the following purposes and legal bases:

- for any purpose of our agreement with you, including for example installation, delivery and payment of products and services, product training, registering warranties, claims, customer services, queries, complaints and the like;
- for purposes of loyalty programmes, promotional competitions or any other promotions or programmes we may offer in which you choose to participate;
- for purposes of our relationship with business partners such as insurers, retailers or home owners associations who sell or promote our products in instances where you are a dual client or interested party in the products or services offered by us and these third parties. This may for example include sharing information on your use of the products of service or sharing information for warranty purposes;
- to operate and manage your application, account or relationship with us, including through our digital platforms and to monitor all your use of the digital platforms (including if you access it through social media platform sign-ins), and use of our products and services;
- to deal with any instruction, request, enquiry or communication from you;
- to share or disclose your information with third parties as set out in this policy and for any reason relating to our purposes of processing. Note that this may also include your suggestions, comments, feedback or any content that you provide through social media sites or our digital platforms. If you prefer to give feedback without it being disclosed to the public, please separately email us at info@poweroptimal.com and head the subject of your email with the word "Confidential";
- to monitor and analyse our business to ensure that it is operating properly, for financial management and for business-development purposes;
- to contact you by email, SMS, newsletter, push notifications, other forms of in-app notifications or harnessing other technologies (such as geo-location technology), through social media interaction or any other means to inform you about our products or services which we believe you may be interested in, unless you opt out from marketing;
- as part of our service, to inform you about approved third party suppliers that may assist you with a required service related to our products;
- to form a view of you as an individual/juristic person and to identify, develop or improve our digital platforms or product and service offerings;
- to carry out due diligence or other screening activities (including background checks) in accordance with legal or regulatory obligations applicable to us or our affiliates/associated companies, the requirements or guidelines of governmental authorities which we determine are applicable to us or our affiliates/associated companies, and/or our risk management procedures that may be required by law or that may have been put in place by us or our affiliates/associated companies;
- to carry out market research and surveys, business and statistical analysis and necessary audits;
- for purposes of suspected or actual fraud and prevention thereof;
- to perform other administrative and operational tasks like testing our processes, system, digital channels and security measures and reporting purposes;
- to comply with our regulatory, legal or other requirements or obligations, including disclosure of information in any legal proceedings, investigations or other relevant proceedings;
- to store, host and back up (whether for disaster recovery or otherwise) information, expressly including cloud storage, whether within or outside South Africa;
- for purposes of a business asset transaction or a potential business asset transaction, where such transaction involves PowerOptimal as a participant or involves only a related corporation or affiliated company of PowerOptimal as a participant or involves PowerOptimal and/or any one or more of PowerOptimal's related corporations or affiliated companies as participant(s), and there may be other third party organisations who are participants in such transaction. "business asset transaction" means the purchase, sale, lease, merger or amalgamation or any other acquisition, disposal or financing of an organisation or a portion of an

organisation or of any of the business or assets of an organisation; and
- we may also use your personal information for other purposes if the law allows for it, you consent to it, or if it is in the public interest to do so. All purposes for the processing of your personal information will be legal in terms of POPI.

5. Direct marketing

If you are a client or user of our products or services, we may contact you to provide information about our products or services. If you are not a client or user, we will only send you electronic direct marketing communications with consent.

You may unsubscribe from any direct marketing at any time if you click on the unsubscribe link included in the communication or if you contact us at info@poweroptimal.com and request to unsubscribe. We will not send you any direct marketing if you unsubscribe but may still contact you for purposes of the agreement between us as part of our business relationship with you.

We will not sell your personal information or provide it to third parties for their marketing purposes.

6. Disclosure of Personal Information to third parties

We will keep your personal information confidential and only share it with others in terms of this policy, if you consent to it, or if the law allows or requires us to share it. We may share your personal information if required for any of the purposes of processing as set out in clause 4 above and will typically share or disclose your personal information to:

- our business partners who we have retained to assist us in providing services to you including delivery, installation, maintenance and repair;
- other partners such as banks, finance houses, retailers, property developers, insurers and property managers for purposes of our business relationship with them and their relationship with you;
- any person who ordered our products or services for your benefit (if you are not the one who ordered it);
- third party processors to provide services to us such as marketing services, research and development services, data storage providers, third party payment processors, software licensors or partners etc. in accordance with written agreements with those third parties;
- legal and regulatory authorities, upon their request, or for the purposes of reporting as prescribed or for purposes of any breach of legislation;
- accountants, auditors, lawyers and other external professional advisors;
- any relevant party to the extent necessary for the establishment, exercise or defence of legal rights, criminal offences, threats to public security, etc.;
- any relevant third party in the event that we plan to or sell or transfer all or any portion of our business or assets; and
- any relevant third party provider where we use third party advertising, plugins or content in our services.

If we engage third parties to process your personal information for us, these processors will be appointed in terms of a written agreement which will in effect require them to only process personal information in compliance with POPI and to use appropriate measures to ensure the confidentiality and security of it and comply with any other requirements set out in the agreement and required by POPI.

We may share anonymised information with third parties. For the further avoidance of doubt, POPI does not apply to anonymised data.

7. Third party personal information provided by you

You may only provide personal information of a third party to us, if you have received consent from the third party or if the law otherwise allows the sharing of the information for any of the purposes set out in clause 4. We will process all personal information received in accordance with this policy and you must inform the third party accordingly.

You must ensure that you only share correct and updated personal information with us and inform us if the information becomes outdated.

8. International transfers of personal information

Due to the nature of the products and services and our business purposes, we may from time to time need to transfer personal information to and from recipients in different countries and if we do, we will always do so in compliance with POPI. This expressly includes for purposes of cloud-storage.

We will only transfer personal information to third parties in countries with adequate data protection laws or transfer it in terms of a written agreement with the recipient which imposes data protection requirements as required by POPI.

Please note that when you transfer any personal information directly to a third party in another country, we are not

responsible for that transfer and such transfer is not based on or protected by this policy.

9. Security

We have implemented appropriate technical and organisational security measures in accordance with POPI, designed to protect personal information against accidental or unlawful destruction, loss, alteration, disclosure, access and other unlawful or unauthorised forms of processing. These for example include that all personal information provided to us through our websites is protected using Secure Sockets Layer protocols; we store information on cloud servers and use all reasonable endeavours to ensure that this is done securely; and any information stored in documents or on PowerOptimal systems is protected from unauthorised access by the use of a number of security procedures including user passwords.

The internet is an open and often vulnerable system and the transfer of information *via* the internet is not completely secure. Although we will implement all reasonable measures to protect personal information, we cannot guarantee the security of your personal information that you transfer to us using the internet and you use the internet at your own risk.

10. Your legal rights

You have the following rights in relation to your personal information, but note that they are not absolute and may be limited under POPI. This means we may not be able to honour your requests in all instances, but if the law allows or requires us to do so, we will:

- **right of access:** you have the right to be informed of and you may request a copy of the personal information records that we hold;
- **right to rectification:** you may request that we amend or update your personal information if our records are inaccurate or incomplete;
- **right to erasure:** you may request that we delete your personal information;
- **right to restrict processing:** you may request that we temporarily or permanently stop processing your personal information;
- **right to object:** you may object to us processing your personal information, including to object against processing for direct marketing purposes (in which case we will stop marketing); and
- **right not to be subject to automated decision-making:** where a decision that has a legal or other significant effect is based solely on automated decision making, including profiling, you may request that your personal information not be processed in that manner.

If you request that we delete your personal information, we may first need to verify your identity. Where applicable law requires or allows us to delete your personal information, we will do so as soon as reasonably practicable and ordinarily within 30 days after verifying your request. If we are required by law, or need, to retain certain information for warranty, tax, accounting, fraud-prevention, or legal-claims purposes, we will retain only the limited information necessary for those purposes and for the required retention period. Where full deletion is not immediately possible, we will restrict further processing and delete or overwrite remaining copies, including backup copies, in line with our backup retention schedule.

Where you have provided consent for us to process your personal information, you may also withdraw your consent. Note however, we may continue to process your personal information if another legal justification exists for the processing despite the fact that you have withdrawn your consent.

You can send any request or comment in respect of your privacy rights or this policy to info@poweroptimal.com

11. Use of Cookies and similar technologies

When you use our website, we automatically receive and record information on our server logs from your browser. This information may for example include browser type, language preference, referring site, the date and time of each visitor request, your location, IP address, cookie information and Google Analytics information. This is statistical data about browsing actions and patterns. We may also receive information about your general internet usage through a cookie file which is stored on your hard drive. Cookies enable us to improve our website and services, estimate our audience size and usage patterns, store information about preferences and recognise when you return to our website.

In some instances, we may collect and store information about your location through cookies (other than when you share your location with us). We convert your IP address into a rough geo-location, and we may use location information to improve and personalise our website and services for you.

You can set your web browser to refuse cookies, but if you do this you might not be able to enjoy the full use of the website or services and you may not be able to take advantage of certain promotions we may run.

Please note that third parties may also use cookies, but we do not have access to, or control over them, and therefore cannot take responsibility for them.

12. Links on our website

Our digital platforms may include links to other apps or third party websites which do not fall under our supervision.

We do not accept any responsibility for your privacy if you use these links or for the content of these sites or apps. We display these links to make it easier for you to find information about specific subjects. **If you use or rely on these links, it is at your own risk.**

13. Children’s and special personal information

We do not intentionally collect or use children’s personal information without the consent of a parent or guardian of the child.

We may collect and/or process children’s personal information or special personal information as a result of our business relationship, but will only do so with consent or if otherwise allowed by POPI.

14. Retention of information

We take reasonable steps to ensure that we only process personal information for the period necessary for the purposes set out in this policy, including any period necessary to establish, exercise or defend any legal rights.

We therefore retain personal information in accordance with the required retention periods in terms of any laws that require specific retention periods, or otherwise in terms of POPI or for legitimate business purposes. We may retain information indefinitely in a de-identified format for research and statistical purposes, which may include for example statistics of how you use the website and services.

Where we receive a valid request for deletion, we will handle that request in accordance with clause 10 above and subject to any legal or legitimate retention requirements.

15. Security breach

We will report any security breach to the applicable regulatory authority in terms of POPI and to the data subjects whose personal information is involved in the breach. If you want to report any concerns about our privacy practices or if you suspect any breach regarding your personal information, please send an email to info@poweroptimal.com

16. Lodging a complaint

If you want to raise any objection or have any queries about our privacy practices, you can contact our information officer at richard.fearon@poweroptimal.com or info@poweroptimal.com

You also have the right to formally lodge a complaint as follows:

Law	Regulatory authority name	Contact details
POPI	The Information Regulator	Website: https://inforegulator.org.za/ Address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001 Postal address: P.O. Box 31533, Braamfontein, Johannesburg, 2017 Complaints (complete form 5) • POPI: POPIAComplaints@inforegulator.org.za • PAIA: PAIAComplaints@inforegulator.org.za General enquiries: enquiries@inforegulator.org.za

B. Access to Information

Should you wish to request access to information or records owned, held by or otherwise under our control, please see our **Promotion of Access to Information (PAIA) manual**.

Please use the **access request form** to request access to information as provided in the PAIA manual.

Please see the PAIA Guide as provided by the Information Regulator to guide any person wishing to exercise their rights:

- **PAIA Guide English**
- **PAIA Guide Afrikaans**
- **PAIA Guide isiZulu**