

Enovra Energy Solutions Ltd

Standard Terms & Conditions (T&Cs) – October 2025

1. Parties and Agreement

1.1 These Terms and Conditions constitute the legally binding agreement ("Agreement") between Enovra Energy Solutions Ltd ("Enovra"), a company incorporated in Mauritius, and the client ("Client") whose details appear on the Sales Agreement and Delivery Note documents. The Agreement sets out the rights and obligations for the supply, installation and maintenance of solar panels, inverters, batteries and electric vehicle chargers (together, the "Equipment").

1.2 These Terms and Conditions apply to all Clients, whether Residential (private household use) or Commercial (business, institutional, or industrial use). Any clause referring to "the Client" shall include both categories, unless expressly limited.

1.3 By signing the Sales Agreement and Delivery Note, the Client acknowledges receipt of these Terms and agrees to be bound by them. The Agreement and the signed Sales Agreement and Delivery Note represent the entire contract and supersede all prior representations, advertisements, proposals or understandings.

2. Scope of Works

2.1 Enovra shall supply, deliver and install the Equipment at the Client's site in accordance with the specifications described in the Sales Agreement or quotation and shall perform the necessary installation, testing and commissioning works (collectively, the "Works").

2.2 The scope of the Works is limited exclusively to what is expressly described in the Sales Agreement. Any variation, addition or modification requested by the Client shall be valid only if agreed in writing and may result in an adjusted price or schedule.

2.3 The Works do not include obtaining export licences, grid connection approvals or other permits from the Central Electricity Board (CEB) or governmental authorities. These approvals rest solely with the relevant authorities. Enovra may, at its discretion, assist the Client with CEB documentation as a facilitation service only, without any guarantee of outcome or timing. Such assistance does not form part of the Works and shall not affect the Client's payment obligations under this Agreement.

3. Client Responsibilities

3.1 The Client shall ensure that Enovra and its personnel are granted safe, unhindered and timely access to the property and rooftop to perform surveys, installation, commissioning and maintenance. Access shall include clear pathways for equipment delivery and safe working conditions.

3.2 The Client warrants that roofs, walls, electrical systems and related infrastructure are structurally sound and suitable for the installation of the Equipment. Enovra will employ industry best practice in sealing and protecting penetrations; however, in cases of proven negligence of the roof structure, Enovra shall not be liable for leaks, water ingress, cracks or structural failures arising from pre-existing defects. The Client shall be responsible for the cost of any remedial works required due to existing weaknesses.

3.3 Where the Client is not the owner of the property, the Client shall obtain all necessary permissions, consents or approvals from landlords, property syndicates, housing associations or other third parties before works commence. Enovra shall not be liable for losses or costs arising from failure to obtain such permissions, nor for any requirement to remove or alter the Equipment as a result of lack of approval.

3.4 The Client shall provide electricity supply, internet or Wi-Fi connectivity and any other ancillary facilities reasonably required for commissioning and monitoring the Equipment. The Client shall supply accurate information needed for regulatory applications (for example, the CEB account number and meter details).

3.5 The Client shall comply with all applicable laws, regulations and requirements of the CEB and any other authority with jurisdiction over the Works. This includes any structural or planning consents and compliance with grid codes for renewable generation.

3.6 The Client shall permit Enovra reasonable access to the property after installation for inspection, maintenance or warranty works. The Client shall keep the Equipment accessible and free of obstruction.

3.7 The Client is responsible for routine maintenance such as cleaning panels, checking that vents and fans are unobstructed

and keeping vegetation or debris away from the Equipment. Failure to maintain the Equipment may result in reduced performance and may void manufacturer warranties.

3.8 The Client is responsible for notifying their insurer of the installation of the Equipment and for ensuring that appropriate insurance coverage is in place. Enovra accepts no liability for claims denied by the Client's insurer arising from failure to disclose the installation or modifications to the property.

4. Performance and Advertising Disclaimers

4.1 The Client acknowledges that any energy yield, electricity savings or payback period estimates provided by Enovra are illustrative and are not guaranteed. Performance estimates are based on standard test conditions and assumptions about sunlight, roof orientation, shading, weather, grid stability and consumption patterns. Actual generation and savings will vary and the Client accepts this variability.

4.2 The Client understands that all promotional materials, brochures, proposals or advertising statements issued by Enovra constitute invitations to trade and not contractual offers. A binding agreement is formed only when Enovra accepts the Client's order via a signed Sales Agreement. No statement, description or illustration given in marketing material shall form part of the Agreement unless expressly included in the order form and countersigned by Enovra.

4.3 Enovra does not guarantee specific energy production figures or bill reductions. The Client agrees that Enovra shall not be liable for differences between estimated and actual performance and waives any claim for losses arising from performance variations.

5. Approvals and Grid Connection

5.1 The Client acknowledges that connection to the electricity grid and the granting of any Small-Scale Distributed Generation (SSDG) or Medium-Scale Distributed Generation (MSDG) licence, replacement of meters and activation of export rights are controlled by the CEB or other authorities. Enovra will assist in preparing and submitting CEB documentation; however, approval and commissioning timelines remain at the sole discretion of the Central Electricity Board. Enovra shall not be held responsible for any delay, refusal, or modification in connection approvals or metering carried out by the CEB or any other authority.

5.2 Enovra undertakes to prepare, assist and submit the necessary applications, single-line diagrams, equipment specifications and declarations to the CEB on the Client's behalf, subject to the client providing all necessary documentation to facilitate this process. Enovra will use its best efforts to facilitate the process and to provide reasonable follow-up support, but cannot guarantee the timing, outcome or conditions imposed by the CEB.

5.3 The Client accepts that delays, refusals or modifications imposed by the CEB do not constitute a breach of this Agreement by Enovra. Such circumstances shall not entitle the Client to cancel the Agreement or withhold payment to Enovra or the chosen Financing Partner, such as Rogers Capital Credit Ltd. The Client remains responsible for payment of all milestones irrespective of delays in grid connection or metering.

5.4 Enovra's obligations are limited to the supply, installation and commissioning of the Equipment in accordance with technical standards and manufacturer instructions. The timing of grid connection, meter change and export authorisation is beyond Enovra's control and cannot be guaranteed.

6. Price, Payment and Financing

6.1 The contract price ("Contract Price") for the Equipment and Works shall be as stated in the quotation or Sales Agreement. Prices are valid for the period specified in the quotation and may be adjusted due to changes in supplier costs, exchange rates or import duties before the order is accepted.

6.2 Unless otherwise stated, payment of the Contract Prices shall be made in three instalments: (a) fifty percent (50%) deposit upon order placement, (b) thirty percent (30%) upon installation and electrical works for inverters and solar panels. This will include the submission of CEB paperwork. The final twenty percent (20%) shall be payable upon connection of batteries and commissioning. These milestones reflect typical industry practice for custom solar installations. Where the customer has agreed to pay for the products via a Financing Partner, the customer is liable to pay their monthly payment until completion of their contractual agreement with the Financing Partner. Enovra is not liable for any delays or mis payments to the Financing Partners given the Client would have been subject to a credit check prior to the approval of the credit facility.

6.3 All payments shall be made within the time stated on the

invoice. Risk in the Equipment passes to the Client upon delivery to site. Title in the Equipment shall remain vested in Enovra or the named Financing Partner until the Contract Price and any applicable interest or charges are paid in full for equipment. Enovra reserves the right to remove or disable the Equipment in case of non-payment to Enovra or our Financing Partner.

6.4 Price invoices not paid by the due date shall accrue interest at the rate of one and one-half per cent (1.5%) per month (equivalent to eighteen per cent (18%) per annum) after a grace period of ten (10) days. Provisions for late payment penalties of 5% after a grace period and an interest rate of 18% or 1.5% per month are common in contracts.

6.5 In line with the Customer Protection Law in Mauritius, a customer has up to 14 days after the Sales Agreement is signed to cancel their order. If within these 14 days, the Client cancels the Agreement after Equipment has been ordered but before installation, Enovra shall be entitled to recover all costs incurred including restocking fees, freight charges and administrative expenses. If the Client breaches the Agreement after installation, Enovra may recover any unpaid balance and costs associated with removal or reinstallation.

6.6 Any financing arrangement for the purchase of the Equipment shall be exclusively between the Client and the Financing Partner. Enovra is not a party to the financing agreement, does not provide financial advice and does not perform credit checks. The Client remains fully liable for all loan repayments. Any promotional incentives offered by Enovra, such as payment relief periods or contributions towards initial instalments, are limited to the period expressly stated in writing. After the incentive period ends, the Client shall continue to honour repayment obligations to the Financing Partner. Defaults in payment to the financing partner shall not relieve the Client from its obligations under this Agreement.

6.7 In the event of any payment default, breach of this Agreement, or enforcement action arising from the Client's fault, the Client shall be liable for all costs and expenses incurred by Enovra in recovering amounts due or enforcing its rights under this Agreement. Such costs shall include, without limitation, legal fees, court filing costs, debt recovery agency fees, and administrative expenses, whether or not proceedings are instituted, and be recoverable on full indemnity basis.

7. Warranties and Maintenance

7.1 Enovra warrants the quality of its workmanship for a period of thirty-six (36) months for all Equipment from the date of commissioning. Installation or workmanship warranties in the solar industry typically range from one to five years, and Enovra's warranty duration reflects this range. This warranty covers defects arising from improper installation or failure to follow industry standards.

7.2 Manufacturer warranties on panels, inverters, batteries and EV chargers are provided by the respective manufacturers. Product and performance warranties typically range from two (2) to twenty-five (25) years. Solar Panels are subject to a 25 years performance warranty and 10 years product warranty, mounting structures are subject to a 10 years product warranty and inverters and batteries are subject to 5 years product warranty, and EV chargers are subject to 2 years product warranty. Performance warranties guarantee that products will produce at least a certain percentage of their rated output over a defined period; these warranties do not guarantee specific savings or production at the Client's site.

7.3 Energy generation figures, savings projections, or return-on-investment estimates provided by Enovra are indicative only and based on standard test conditions. Actual performance may vary by up to $\pm 20\%$ due to site conditions, shading, grid quality, or weather variability. Enovra shall not be liable for variations within this range.

7.4 Warranties are void if damage results from misuse, negligence, failure to follow maintenance guidelines, unauthorised modification or repair, or natural events such as lightning, flood, cyclone or other force majeure events. The Client shall implement surge protection, proper earth bonding and any other protective measures recommended by Enovra. The warranty shall automatically lapse if any person other than an Enovra-approved technician or Servotech-certified installer alters, repairs, relocates, or interferes with the Equipment.

7.5 Enovra shall provide one (1) complimentary servicing visit per year for first two consecutive years following the date of commissioning ("Free Service Period"). Each annual service shall include a standard inspection, performance check, and cleaning of accessible components, but shall exclude any replacement parts or non-routine repairs, which shall be

chargeable. Enovra shall notify the Client at least seven (7) calendar days in advance of the scheduled visit. If the Client or an authorised representative is unavailable at the scheduled time, Enovra shall be under no obligation to reschedule the free service for that year. Missed or declined visits shall be deemed forfeited and shall not extend the Free Service Period. After the expiry of the Free Service Period, Enovra may offer maintenance plans or ad-hoc servicing at prevailing rates.

7.6.1 Enovra may offer extended warranty options on selected components such as inverters, batteries, EV chargers, and workmanship beyond the standard warranty period specified in this Agreement. Extended warranties are optional, chargeable, and must be purchased at the time of the original Sales Agreement or within the first twelve (12) months of commissioning, unless otherwise stated in writing.

7.6.2 Extended warranties are valid only when full payment for the extension has been received and the Client remains in compliance with all maintenance and operational guidelines. Any lapse in required maintenance, unauthorised modifications, or tampering with the Equipment may render the extended warranty void.

7.6.3 The scope of the extended warranty shall match the manufacturer's original coverage for the relevant component (e.g., repair or replacement of defective parts) and shall not extend to ancillary costs such as transport, travel, labour outside standard service hours, or consequential losses. The extended warranty operates as a continuation of the original warranty period and does not restart or create a new warranty term.

8. Liability and Indemnity

8.1 Enovra's aggregate liability under this Agreement, whether arising in contract, tort or otherwise, shall be limited to the Contract Price actually paid by the Client. Enovra shall not be liable for indirect, consequential or special losses, including but not limited to loss of profit, revenue, business interruption or reputational damage. In no event shall Enovra's total cumulative liability to the Client, whether in contract, tort (including negligence), breach of statutory duty or otherwise, exceed the total Contract value paid by the Client for the specific installation giving rise to the claim.

8.2 The Client shall indemnify and hold Enovra harmless against all claims, losses and expenses arising from (a) unsafe

site conditions or pre-existing structural defects; (b) failure to obtain required permissions or consents; (c) use of the Equipment contrary to manufacturer instructions or misuse; or (d) failure to comply with applicable laws or regulations. This indemnity extends to third-party claims against Enovra arising from the Client's acts or omissions.

8.3 Enovra shall not be liable for any roof leaks, water ingress or structural damage unless caused by proven negligence. Enovra's responsibility is limited to sealing penetrations in accordance with best practice and in agreement with the Client; any underlying roof weakness or latent defect remains the Client's responsibility.

9. Force Majeure

9.1 Neither party shall be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, including acts of God, natural disasters, epidemics or pandemics, governmental restrictions, strikes, civil unrest, embargoes, supply chain disruptions, war or terrorist acts. The affected party shall notify the other party of the force majeure event and use reasonable efforts to resume performance as soon as possible.

10. Data Protection and Privacy

10.1 Enovra shall collect and process confidential personal data relating to the Client in accordance with applicable data protection laws in Mauritius and Enovra's Privacy Policy. The Client authorises Enovra to use performance data from the Equipment for commissioning, monitoring, warranty management and customer service purposes. Performance and consumption data may be stored on cloud servers located outside Mauritius strictly for monitoring purposes in compliance with the Data Protection Act 2017.

10.2 Enovra shall take reasonable measures to protect the confidentiality and security of personal data and shall not sell or disclose personal data to third parties except as required for the fulfilment of the Agreement or by law.

10.3 Enovra may contact the Client by telephone, email, or digital platform to request feedback, participate in customer satisfaction surveys, or obtain suggestions aimed at improving its products and services. Participation in such surveys is voluntary, and any information provided shall be used solely

for service-quality enhancement and retained in accordance with Enovra's Privacy Policy.

10.4 The Client agrees that any public statements, social media posts, or online reviews relating to Enovra's products or services shall be fair, accurate, and based on verifiable facts. Enovra welcomes constructive feedback; however, the Client shall not publish or disseminate false, misleading, or defamatory statements that may harm Enovra's reputation or business. Enovra reserves the right to request the correction or removal of any material that is demonstrably false or defamatory, and to take appropriate legal action in cases of deliberate reputational harm.

11. Termination

11.1 Enovra may terminate this Agreement by giving written notice to the Client if that party commits a material breach of the Agreement and fails to remedy the breach within fourteen (14) days after receipt of notice requiring it to do so. Insolvency or liquidation of Client shall entitle Enovra to terminate immediately.

11.2 On termination, the Client shall pay Enovra for all work performed up to the date of termination, including the cost of equipment ordered, work in progress and non-recoverable expenses. Enovra may, at its discretion, remove any Equipment for which title has not passed to the Client.

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of Mauritius. Any dispute arising hereunder shall fall under the exclusive jurisdiction of the competent courts of Mauritius. This Agreement shall apply mutatis mutandis to installations undertaken by Enovra or its approved partners within the Republic of Mauritius and its outer islands. The parties agree to attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation.

12.2 If the dispute cannot be resolved by negotiation within thirty (30) days, the parties agree to submit the dispute to binding arbitration seated in Port Louis, Mauritius, administered under the Arbitration Act of Mauritius. The

arbitration proceedings shall be conducted in English. The decision of the arbitrator shall be final and binding on the parties.

13. Entire Agreement and Miscellaneous

13.1 This Terms and Conditions document, together with the signed Sales Agreement and Delivery Note and any schedules or annexes, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous representations, negotiations and communications, whether written or oral. No amendment or waiver shall be effective unless in writing and signed by both parties.

13.2 Notices under this Agreement shall be in writing and sent by registered post or email to the parties' registered addresses. Notices shall be deemed received: (a) two (2) business days after posting within Mauritius; or (b) upon sending the email, provided no bounceback or error message is received.

13.3 If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, such provision shall be enforced to the maximum extent permitted and the remaining provisions shall remain in full force and effect. The failure of either party to enforce any provision shall not constitute a waiver of future enforcement of that or any other provision.

13.4 The Client may not assign or transfer its rights or obligations under this Agreement without Enovra's prior written consent. Enovra may assign this Agreement to a successor entity in connection with a merger, restructuring or sale of its business.