

GRIDCARS (PTY) LTD

CUSTOMER TERMS & CONDITIONS

Effective date: **30 June 2026**

1. PURPOSE

These Customer Terms & Conditions ("Terms") govern the supply of products and services by GridCars (Pty) Ltd ("GridCars") and form the basis of the contractual relationship between GridCars and its customers. These Terms apply to all quotations, estimates, orders, sales and services provided by GridCars, including installations, maintenance services, RFID card orders, voucher purchases, fleet charging services, payment processing arrangements and any other products or services supplied by GridCars, unless otherwise agreed in writing

These Terms should be read together with any applicable quotation, purchase order, invoice and any other contractual documentation issued by GridCars in relation to the Products or Services supplied

The Client acknowledges that certain GridCars products and services may be subject to additional policies, warranties, approvals or other service-specific contractual documentation issued by GridCars, which shall form part of the contractual arrangements between the parties where relevant.

In the event of any inconsistency between these Terms and any written agreement signed by both parties, the terms of that written agreement shall prevail to the extent of the inconsistency.

2. APPLICATION OF THESE TERMS

These Terms apply to every transaction between GridCars and the Client unless expressly excluded or varied by a written agreement signed by both parties.

By accepting a quotation, issuing a purchase order, requesting the supply of products or services, making payment, accepting delivery, or otherwise instructing GridCars to proceed with the supply of products or services, the Client acknowledges that it has read, understood and agrees to be bound by these Terms.

No variation, amendment, waiver or relaxation of these Terms shall be binding unless reduced to writing and signed by an authorised representative of GridCars.

No failure or delay by GridCars in exercising any right under these Terms shall constitute a waiver of that right.

3. DEFINITIONS

"Account Facility" means a payment facility or approved payment terms granted by GridCars to an eligible Client in accordance with the applicable GridCars Customer Account Facility & Payment Terms Policy.

"Approval Letter" means the written notification issued by GridCars confirming the approval of an Account Facility, including any approved payment terms, account limits and applicable conditions.

Version 1.2

Unit 13, Muldersway Industrial Park, 1 St Antonios Rd, Muldersdrift, 1747 Tel: **+27 (0) 10 109 1969 / 24/7** support line **010 109 3344**

E-mail: info@gridcars.net www.gridcars.net

GridCars (Pty) Ltd (Registration No. 2017/283318/07) VAT Number: 4740278520

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"Client" means any person, company, organisation or other legal entity purchasing or requesting the supply of Products or Services from GridCars.

"Commissioning" means the process undertaken by GridCars to inspect, test, configure and activate Equipment, where applicable, confirming that it is ready for operation.

"CPO" means a Charge Point Operator responsible for the operation, monitoring and management of EV charging infrastructure.

"EMP" means an eMobility Service Provider responsible for customer management services, including RFID Card services, fleet charging services and roaming functionality.

"Equipment" means EV charging equipment, accessories, components and related hardware supplied by GridCars.

"GridCars" means GridCars (Pty) Ltd.

"Installation" means the installation, configuration and associated services performed by GridCars or its authorised representatives in relation to the Equipment.

"Payment Terms" means the payment period and conditions approved by GridCars or otherwise agreed in writing between the parties.

"Payment Service Provider" means a third-party service provider appointed by GridCars to provide payment-related services, including the processing, authorisation, verification, reconciliation or administration of payment transactions. **"Products"** means any goods supplied by GridCars, including Equipment, RFID Cards, vouchers, accessories and any other products offered from time to time.

"RFID Card" means a radio frequency identification card supplied by GridCars to enable access to compatible EV charging services.

"Services" means any installation, commissioning, maintenance, support, fleet charging, software-enabled or other services supplied by GridCars.

"Site" means the premises or location where Products are delivered, installed or Services are provided.

4. QUOTATIONS, ORDERS & ACCEPTANCE

4.1 All quotations issued by GridCars are subject to these Terms unless otherwise agreed in writing.

4.2 Unless otherwise stated in the quotation, a quotation shall remain valid for the period specified therein. Where no validity period is specified, GridCars reserves the right to amend or withdraw the quotation at any time prior to its acceptance by the Client.

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4.3 A quotation shall not constitute a binding agreement until it has been accepted by the Client and the corresponding order has been accepted by GridCars.

4.4 A quotation may be accepted by the Client by:

- (a) signing and returning the quotation;
- (b) issuing a purchase order referencing the quotation;
- (c) providing written acceptance by email or other electronic communication accepted by GridCars;
- (d) making payment in accordance with the quotation; or
- (e) otherwise instructing GridCars to proceed with the supply of the Products or Services.

4.5 GridCars reserves the right to accept or decline any order, in whole or in part, at its sole discretion prior to acceptance.

4.6 Any amendment, variation or cancellation of an accepted order shall only be effective if agreed to in writing by GridCars. GridCars reserves the right to recover any reasonable costs or expenses incurred prior to such amendment, variation or cancellation.

4.7 Where the supply of Products or Services is subject to an approved Account Facility, the applicable Payment Terms shall apply in accordance with the Approval Letter and the GridCars Customer Account Facility & Payment Terms Policy.

5. PRICES

5.1 Unless otherwise stated in the applicable quotation, all prices quoted by GridCars are exclusive of Value-Added Tax ("VAT"). Where applicable, VAT and any other applicable taxes, duties, levies or statutory charges shall be reflected separately in the quotation and shall be payable by the Client.

5.2 The Client shall be responsible for the payment of all applicable taxes, duties, levies and statutory charges relating to the supply of the Products or Services, unless otherwise agreed in writing.

5.3 Prices quoted by GridCars are based on the information available at the time the quotation is issued. Prior to acceptance of a quotation, GridCars reserves the right to amend or withdraw the quotation where necessary to reflect changes in supplier pricing, exchange rates, taxes, duties, freight costs or other factors beyond GridCars' reasonable control.

5.4 Following acceptance of a quotation, no variation to the agreed price shall be effective unless agreed to in writing by both parties, except where such variation results from:

- (a) changes requested by the Client;

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- (b) changes to the agreed scope of the Products or Services;
- (c) changes in applicable legislation or regulatory requirements; or
- (d) circumstances beyond GridCars' reasonable control.

5.5 GridCars reserves the right to correct any obvious clerical, typographical or pricing error contained in any quotation, invoice or other contractual documentation prior to payment.

6. PAYMENT

6.1 Unless otherwise agreed in writing, GridCars operates on a prepaid basis.

6.2 Where an Account Facility has been approved, payment shall be made in accordance with the applicable Payment Terms communicated by GridCars in the Approval Letter and the applicable invoice.

6.3 The Client shall make payment in the manner and by the due date specified in the applicable quotation, invoice, Approval Letter or other contractual documentation issued by GridCars.

6.4 Payment shall be made without deduction, set-off, counterclaim or withholding unless required by applicable law or agreed to in writing by GridCars.

6.5 PAYMENT PROCESSING

Where payment is made by card, EFT, wallet or another electronic payment method made available by GridCars, payment may be processed through a payment service provider or payment processor appointed by GridCars.

6.6 Such payment service providers may process payment and transaction information for purposes including payment authorisation, verification, processing, reconciliation, fraud prevention, security and the administration of payment disputes.

6.7 Where a third-party payment service provider is used, payment card information may be collected and processed directly by that provider through its payment environment. GridCars does not receive or store the Client's full payment card number where the payment process is hosted or handled by the third-party payment service provider.

6.8 The Client authorises GridCars and its appointed payment service providers to process payments in accordance with the applicable payment instructions, quotation, invoice, service terms or other contractual documentation.

6.9 Payment transactions may be subject to verification, security checks and other requirements imposed by the applicable payment service provider or the client's bank. Payment will be treated as received by GridCars once the applicable payment transaction has been successfully authorised and confirmed, subject to any applicable reconciliation, reversal or dispute process.

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6.10 Refunds, reversals, payment disputes and chargebacks shall be dealt with in accordance with the applicable service-specific terms, payment instructions, payment service provider procedures and applicable law.

6.11 An approved Account Facility is subject to periodic review by GridCars in accordance with the GridCars Customer Account Facility & Payment Terms Policy, where applicable. GridCars may, at its sole discretion, increase, decrease, amend, suspend or withdraw an approved Account Facility having regard to the Client's payment history, trading activity, financial position, creditworthiness, compliance with the applicable Payment Terms and GridCars internal assessment criteria. Nothing in these Terms entitles the Client to an increase in the approved Account Facility

6.12 GridCars reserves the right to suspend the supply of Products or Services, decline further orders, or suspend an approved Account Facility where payment remains outstanding beyond the applicable Payment Terms.

6.13 Acceptance by GridCars of any late or partial payment shall not constitute a waiver of any rights or remedies available to GridCars under these Terms or at law.

6.14 The Client shall be liable for all reasonable costs incurred by GridCars in recovering overdue amounts, including legal costs recoverable in accordance with applicable law.

7. DELIVERY, RISK & OWNERSHIP

7.1 Unless otherwise agreed in writing, delivery of the Products shall take place at the location specified in the applicable quotation, purchase order or other written agreement between the parties.

7.2 Where the Client elects to collect the Products from GridCars' premises, delivery shall be deemed to occur upon collection by the Client or its authorised representative.

7.3 The Client shall ensure that the delivery or installation site, where applicable, is reasonably accessible and suitable for the safe delivery, installation and commissioning of the Products. GridCars shall not be responsible for any delays or additional costs arising from the Client's failure to do so.

7.4 Risk in the Products shall pass to the Client upon delivery or collection, whichever occurs first, unless otherwise agreed in writing.

7.5 Ownership of the Products shall remain vested in GridCars until all amounts due in respect of the applicable Products or Services have been paid in full.

7.6 Following the passing of risk, the Client shall be responsible for any loss of, theft of or damage to the Products and shall ensure that adequate insurance cover is maintained where appropriate.

7.7 GridCars shall not be liable for any loss, damage or deterioration occurring after the risk in the Products has passed to the Client, except to the extent caused by GridCars' negligence or where otherwise required by applicable law.

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7.8 Any delivery dates provided by GridCars are estimates only and are subject to product availability, supplier lead times, transport arrangements and other factors beyond GridCars' reasonable control. GridCars shall use reasonable endeavours to meet estimated delivery dates but shall not be liable for delays beyond its reasonable control.

8. INSTALLATION & COMMISSIONING

8.1 Where GridCars has been engaged to provide Installation Services, the Client shall ensure that the Site is reasonably accessible and suitable for the safe delivery, installation and commissioning of the Equipment.

8.2 The Client shall be responsible for obtaining and maintaining all permissions, approvals, access rights and information reasonably required to enable GridCars to perform the Installation Services, unless otherwise agreed in writing.

8.3 The Client shall ensure that the Site complies with all applicable legal, regulatory and safety requirements relevant to the Installation Services.

8.4 Where GridCars is not responsible for the installation of the Equipment, the Client shall ensure that the Equipment is installed by a suitably qualified and competent installer in accordance with all applicable laws, regulations, standards, manufacturer requirements and any installation guidance issued by GridCars.

8.5 Where the Client elects to appoint an installer that is not approved by GridCars, GridCars may require the Client to execute a separate Client-Appointed Installer Liability Waiver prior to delivery, installation, commissioning or activation of the Equipment.

8.6 Commissioning shall only be undertaken once GridCars is satisfied that all applicable installation requirements have been met and any information or documentation reasonably required by GridCars has been provided.

8.7 GridCars reserves the right to postpone or refuse commissioning where:

- (a) the installation is incomplete;
- (b) the Site does not comply with applicable safety or technical requirements;
- (c) required documentation has not been provided; or
- (d) commissioning would, in GridCars' reasonable opinion, present a safety, operational or legal risk.

8.8 Any additional costs reasonably incurred by GridCars arising from delays, failed installation visits, incomplete site readiness or circumstances attributable to the Client may be charged to the Client.

9. WARRANTY

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9.1 Unless otherwise agreed in writing, Products supplied by GridCars are subject only to the applicable warranty expressly provided by GridCars or the relevant manufacturer.

9.2 Where a GridCars Limited Product Warranty or any other written warranty applies to the Products, such warranty shall be read together with these Terms and shall govern the applicable warranty rights and obligations.

9.3 Warranty cover shall be subject to the terms, conditions, exclusions and claim procedures contained in the applicable warranty documentation.

9.4 Nothing contained in these Terms shall be interpreted as extending, varying or replacing any applicable warranty unless expressly agreed in writing by GridCars.

9.5 To the extent permitted by applicable law, GridCars shall not be liable for defects, failures or damage arising from:

- (a) improper installation;
- (b) misuse, abuse or neglect;
- (c) unauthorised alterations or modifications;
- (d) failure to comply with installation, operating or maintenance requirements;
- (e) normal wear and tear; or
- (f) any other circumstance excluded under the applicable warranty documentation.

9.6 Nothing in these Terms limits or excludes any rights or remedies that the Client may have under applicable law.

10. CUSTOMER RESPONSIBILITIES

10.1 The Client shall provide GridCars with complete, accurate and up-to-date information reasonably required for the supply of the Products or Services.

10.2 The Client shall promptly notify GridCars of any changes that may affect the supply of the Products or Services, including changes to contact details, authorised representatives, billing information or installation requirements.

10.3 The Client shall provide GridCars, its employees, contractors and authorised representatives with safe and reasonable access to the Site where access is required for delivery, installation, commissioning, maintenance or support services.

10.4 The Client shall use the Products in accordance with the applicable operating instructions, manufacturer requirements and any reasonable guidance issued by GridCars.

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10.5 The Client shall not misuse, interfere with, modify or permit the unauthorised modification of any Products supplied by GridCars where such actions may affect safety, performance or warranty coverage.

10.6 The Client shall comply with all applicable laws, regulations and safety requirements relating to the Products or Services.

11. PRIVACY & PERSONAL INFORMATION

11.1 GridCars may process personal information in accordance with the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) ("POPIA"), and GridCars Privacy Policy for purposes including processing quotations and orders, providing Products and Services, processing and administering payments and transactions, managing Client accounts, communicating with Clients, complying with legal, regulatory and contractual obligations, and maintaining appropriate business records.

11.2 The Client acknowledges that GridCars may collect, process, store, disclose and retain personal information where reasonably necessary for purposes including:

- (a) assessing quotations and orders;
- (b) supplying Products or Services;
- (c) administering customer accounts and approved Account Facilities;
- (d) communicating with the Client;
- (e) complying with applicable legal, regulatory or contractual obligations;
- (f) maintaining internal business records; and
- (g) any other lawful purpose directly related to the contractual relationship between the parties.

11.3 The Client warrants that any personal information provided to GridCars has been collected and disclosed in accordance with applicable law and that all necessary authorisations or consents have been obtained where required.

11.4 GridCars shall take reasonable technical and organisational measures to protect personal information against unauthorised access, loss, misuse or disclosure in accordance with applicable law.

11.5 Nothing contained in these Terms limits or excludes either party's rights or obligations under applicable data protection legislation.

12. LIMITATION OF LIABILITY

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12.1 To the fullest extent permitted by applicable law, GridCars shall not be liable for any indirect, incidental, consequential, punitive or special damages, including loss of profit, loss of revenue, loss of business, loss of opportunity, loss of goodwill or loss of data arising from or in connection with the supply or use of the Products or Services.

12.2 GridCars shall not be liable for any delay, interruption or failure in the performance of its obligations where such delay or failure results from circumstances beyond its reasonable control.

12.3 Without limiting the generality of the foregoing, GridCars shall not be liable for any loss or damage arising from:

- (a) improper installation performed by persons other than GridCars or its authorised representatives;
- (b) misuse, abuse, negligence or unauthorised modification of the Products;
- (c) failure by the Client to comply with applicable operating instructions, maintenance requirements or safety standards;
- (d) inaccurate, incomplete or misleading information provided by the Client;
- (e) any act or omission of third parties outside GridCars' reasonable control; or
- (f) circumstances expressly excluded under any applicable warranty.

12.4 Where liability is established, GridCars aggregate liability arising from any claim relating to the Products or Services shall not exceed the amount paid by the Client for the relevant Products or Services giving rise to the claim, except where such limitation is prohibited by applicable law.

12.5 Nothing contained in these Terms excludes or limits any liability which may not lawfully be excluded or limited under applicable law.

13. SUSPENSION & TERMINATION

13.1 GridCars may suspend the supply of Products or Services, suspend an approved Account Facility or decline further orders where the Client:

- (a) fails to make payment by the applicable due date;
- (b) commits a material breach of these Terms;
- (c) provides false, misleading or incomplete information;
- (d) fails to comply with applicable legal, regulatory or safety requirements;

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(e) becomes insolvent, enters business rescue, liquidation or any similar process; or

(f) otherwise acts in a manner that materially prejudices GridCars, its operations or its legitimate commercial interests.

13.2 Where reasonably practicable, GridCars shall notify the Client of any suspension and the reasons for such suspension.

13.3 During any period of suspension, GridCars shall not be obliged to continue supplying Products or Services until the reason for the suspension has been remedied to GridCars' reasonable satisfaction.

13.4 Suspension shall not relieve the Client of any obligation to pay any amount that became due before or during the period of suspension.

13.5 Either party may terminate any agreement governed by these Terms in accordance with its provisions or by written agreement between the parties.

13.6 Termination shall not affect any rights, remedies or obligations that accrued prior to the effective date of termination.

14. FORCE MAJEURE

14.1 GridCars shall not be liable for any delay or failure in performing its obligations where such delay or failure results from events beyond its reasonable control, including acts of God, natural disasters, fire, flood, war, civil unrest, labour disputes, interruptions to utilities or telecommunications, transport disruptions, governmental action, epidemics, pandemics or shortages of materials.

14.2 GridCars shall use reasonable endeavours to minimise the effects of any such event and resume performance as soon as reasonably practicable.

14.3 Where a Force Majeure event continues for an extended period and materially affects the performance of the agreement, either party may terminate the affected agreement by written notice without liability for such termination, save for obligations that accrued prior to termination.

15. GENERAL PROVISIONS

15.1 Governing Law

These Terms and any agreement concluded pursuant to them shall be governed by and construed in accordance with the laws of the Republic of South Africa.

15.2 Entire Agreement

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These Terms, together with any applicable quotation, purchase order, invoice and other contractual documentation issued by GridCars in relation to the Products or Services, constitute the entire agreement between the parties in respect of the subject matter and supersede all prior discussions, negotiations, representations or understandings relating thereto.

15.3 Amendments

No amendment, variation or consensual cancellation of these Terms or any agreement governed by them shall be valid unless recorded in writing and signed by duly authorised representatives of both parties.

15.4 No Waiver

No relaxation, indulgence, extension of time or failure by GridCars to enforce any provision of these Terms shall constitute a waiver of any rights, nor shall it prevent GridCars from enforcing such rights at any time.

15.5 Severability

If any provision of these Terms is found to be unlawful, invalid or unenforceable by a court of competent jurisdiction, that provision shall, to the extent necessary, be severed from these Terms without affecting the validity or enforceability of the remaining provisions.

15.6 Assignment

The Client shall not cede, assign, transfer or otherwise dispose of any of its rights or obligations under these Terms without the prior written consent of GridCars.

GridCars may assign or transfer its rights or obligations where reasonably necessary in connection with its business operations or any corporate restructuring, provided that such assignment does not materially prejudice the Client.

15.7 Notices

Any notice or communication required under these Terms shall be in writing and delivered by hand, courier or electronic mail to the contact details provided by the receiving party or such other contact details as either party may notify in writing from time to time.

A notice shall be deemed to have been received:

- (a) on the date of delivery, if delivered by hand;
- (b) on the date recorded by the courier as the date of delivery; or
- (c) on the date of transmission, if sent by electronic mail, provided that no delivery failure notification is received.

15.8 Survival

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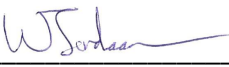
Any provision which, by its nature, is intended to survive termination or expiry of these Terms shall remain in force after termination or expiry, including provisions relating to payment obligations, confidentiality, intellectual property, limitation of liability and dispute resolution.

15.9 Headings

The headings used in these Terms are inserted for convenience only and shall not affect the interpretation of any provision.

Yours faithfully,

Approved for and on behalf of

GRIDCARS (PTY) LTD

Winstone Jordaan

Managing director

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