



# NuHome™

## Solar and Battery System Power Purchase Agreement

### Customer Details (the Customer):

Name	
Surname	
ID Number	
Address	
Contact Number	
Email	

### Installation Location:

Address	
Address	
Address	
Address	
Address	

## The NuHome Promise

- We install the System at no cost to you.
- We will insure, maintain, and repair the System (including the inverter) at no additional cost as specified in the Agreement.
- We guarantee the System will perform in accordance with the manufacturer's specifications in the manner described in this Agreement.
- We fix or pay for any damage we may cause to your property in the manner described in this Agreement.
- We provide 24/7 realtime monitoring at no additional cost.

## Key Terms of the NuHome™ Agreement

Rate per kWh	R2.35 Excluding VAT & R2.70 Including VAT
Average Monthly Cost	R X,XXX.XX
Inflation	7.0% annual increase on 01 July of every year
Agreement Term	15 Years
Number of Payments	180
System Ownership	NuHome owns, operates, maintains the system & sells power to the customer in terms of this Agreement.
System Type	NuHome XX

1. **AGREEMENT**

- 1.1 This NuHome™ Agreement is the agreement between you, the Customer listed on page 1 (**the Customer**), and NuHome Africa (Pty) Ltd (**NuHome**), together with its successors and assigns, which details the sale to the Customer of power produced by a customized photovoltaic solar and battery storage system (**the System**).
- 1.2 The cover page, this page and the proceeding page of this Agreement present a summary of the key commercial terms outlined in Schedule 2 (**Terms & Conditions**). If there is any inconsistency or conflict between this summary and the Terms & Conditions, the provisions contained in the Terms & Conditions shall prevail.
- 1.3 Where not otherwise defined, capitalised terms in this Agreement will bear the meanings ascribed to those terms in the Terms & Conditions.

2. **THE SYSTEM**

- 2.1 The System will be installed by NuHome at the address listed as the Installation Location on the cover page of this Agreement.
- 2.2 The System consists of the items listed in Schedule 1 to this Agreement, which schedule shall be updated upon completion of installation of the System on behalf of NuHome.
- 2.3 NuHome will be afforded a period of up to six weeks commencing on the Signature Date for purposes of completing the Final System Design, whereafter the installation may take place.

3. **PAYMENTS**

- 3.1 The term of the Agreement shall be a period equal to the Term, commencing on the Interconnection Date.
- 3.2 The monthly amount payable by the Customer to NuHome under this Agreement will be the Monthly Payment.
- 3.3 The Monthly Payment will increase on **01 July** each year in line with the annual increase stipulated on the cover page of this Agreement.
- 3.4 In the event of non-payment, NuHome may (acting in its sole discretion) disconnect, turn off or take back the System.

4. **OWNERSHIP OF THE SYSTEM**

Full ownership, including all risk and benefit, of the System including any data generated from the System vests in NuHome.

5. **SIGNATURE**

- 5.1 This Agreement is signed by the Parties on the dates and at the places indicated below. The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 5.2 By signing this Agreement the Customer confirms that the Customer has read Schedule 2: Terms & Conditions and Schedule 3: Performance Guarantee and Limited Warranty, that the Customer understands them and that the Customer agrees to be bound by them.

For and on behalf of  
**The Customer**

\_\_\_\_\_  
Name:  
Capacity: Home Owner  
Who warrants authority

Date: \_\_\_\_\_

For and on behalf of  
**NuHome**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants authority

Date: \_\_\_\_\_

**SCHEDULE 1: SYSTEM INFORMATION**

## SCHEDULE 2: TERMS & CONDITIONS

### 1. INTRODUCTION

- 1.1 This NuHome™ Agreement is the agreement between you, the Customer listed on the cover page of this Agreement (the Customer), and NuHome Proprietary Limited (NuHome), together with its successors and assigns, which details the sale to the Customer of power produced by a customized photovoltaic solar and battery storage system (the System).
- 1.2 The Customer acknowledges that full ownership of the System will at all times remain with NuHome, including at the end of the Agreement, unless the Customer exercises the option to acquire the System on the basis set out in clause 17.4.
- 1.3 Where not otherwise defined, capitalized terms in this Agreement will bear the meanings ascribed to those terms in clause 26.2.

### 2. THE SYSTEM

- 2.1 The System will be installed by or on behalf of NuHome at the address listed as the Installation Location on the cover page of this Agreement (the Property).
- 2.2 The System is designed for installation and operation at the Property and consists of the items listed in Schedule 1 to this Agreement (System Information).

### 3. FINAL SYSTEM DESIGN

- 3.1 NuHome will be afforded a period of six weeks commencing on the Signature Date (Final Design Period) for purposes of completing the Final System Design and scheduling of an installation date.
- 3.2 For the duration of the Final Design Period, the Customer undertakes:
- 3.2.1 to grant NuHome reasonable access to the Property;
- 3.2.2 to provide NuHome with copies of all requested approved building plans (where available) including all approved amendments, deviations and departures in respect of "as built" improvements on the Property, subject thereto that this clause is not intended to, and shall not have the effect of, obligating the Customer to procure any such approved building plans, where these plans do not exist at the time of signature of this Agreement;
- 3.2.3 to provide NuHome with any available reports that NuHome may request regarding the design, specification and/or condition of the Property and all improvements thereon;
- 3.2.4 to provide NuHome with an original electrical certificate of compliance for the Property. If no such certificate is available, then NuHome will prepare one at the Customer's cost; and
- 3.2.5 to provide NuHome with any other information or reports (where available) that the Customer believes may be useful to NuHome for purposes of its design work or which has been requested by NuHome. In this regard, unless informed otherwise, NuHome shall be entitled to assume that all structures on the Property are built in accordance with legislated building standards and that there are no known structural or material defects in such structures.
- 3.3 During the Final Design Period, NuHome will investigate the appropriateness and completeness of all structures for purposes of installing and operating the System.
- 3.4 The Parties acknowledge and agree that NuHome may elect to utilise alternative equipment (as compared to that listed in Schedule 1) in the Final System Design or may elect, acting in its sole discretion, not to proceed with any installation at the Property during the Final Design Period.

- 3.5 Should NuHome not proceed to install a System at the Property, then this Agreement will be terminated and neither Party shall have any claim against any other Party arising out of or in connection with this Agreement save to the extent that this Agreement may have been partially implemented, the Parties shall be restored as near as may be possible to the positions in which they would have been had this Agreement not been signed, it being agreed that any costs incurred by either Party as a result of such restitution, shall be for their own account.

### 4. PAYMENTS

- 4.1 The term of the Agreement shall be a period set forth on the cover page of the Agreement, calculated from the Interconnection Date, plus, if the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month (the Term).
- 4.2 The total number of monthly payments to be made in terms of this Agreement is set forth on the cover page of the Agreement.
- 4.3 The monthly amount payable by the Customer to NuHome under this Agreement (Monthly Payment) will be calculated with reference to the number of kWh produced by the System in the preceding calendar month, or, in respect of the period immediately after installation, the period between the Interconnection Date and the first day of the next month, as detailed below.
- 4.4 During the Term, the Customer will be purchasing all of the power the System produces at the Tariff irrespective of the actual use thereof. These rates are quoted exclusive of VAT and are subject to the annual increases stipulated in clause 4.5.
- 4.5 The Tariff will increase on 1 July each year in line with the annual increase stipulated on the first page of this Agreement.
- 4.6 The Customer's Monthly Payment will be calculated as (A) the Tariff multiplied by (B) the actual kWh output from the System for the relevant calendar month.
- 4.7 Invoices for Monthly Payments will be mailed or emailed to the Customer after the end of a calendar month at the mailing or email address provided by the Customer in clause 25.9.
- 4.8 The Customer commits to effecting payment in South African Rands to NuHome's nominated bank account no later than fifteen (15) days after the date of invoice. If the Customer pays the invoice by automatic debit order, NuHome will debit the Customer's bank account as soon as practicable after the date of invoice.
- 4.9 Monthly Payments will change as the Tariff changes over the Term and as System production varies. The Customer will have regular access to view the System's energy production via the Customer's NuHome online account.
- 4.10 Late payments will accrue interest at the prime annual rate charged by the Standard Bank of Southern Africa Limited to its corporate customers plus two percent (2%), compounded monthly. If the Customer disputes the prime rate applicable, this will be finally determined by a certificate signed by a manager of the said bank with requisite authority confirming the prime rate.
- 4.11 Where the Customer disputes an Invoice for a Monthly Payment, the full amount of the invoice shall be paid by the Customer on that due date without any set-off or withholding and the Customer shall be entitled to refer the matter for resolution in accordance with clause 24. Upon settlement or determination of a dispute, any amount paid but agreed or determined not to be owed by the Customer shall be repaid to the Customer within fourteen (14) days.

5. **CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**
- 5.1 NuHome's obligation to install the System and enable the Customer to utilise the power it produces remains conditional on the following items having been completed to its reasonable satisfaction within three (3) months of the date of signature of this Agreement:
  - 5.1.1 the Customer's completion of any construction required to be conducted by the Customer at the Property to facilitate the installation of the System;
  - 5.1.2 completion by NuHome of (A) an engineering site inspection, and (B) final System design;
  - 5.1.3 approval of this Agreement by one of NuHome's financing parties;
  - 5.1.4 NuHome procuring receipt of any and all regulatory approvals required for installation of the System, including approval for a Net Metering connection at the Property (and the Customer shall provide reasonable assistance in enabling NuHome to do so);
  - 5.1.5 the Customer procuring all zoning, land use and building permits required for installation of the System, if any;
  - 5.1.6 the Customer procuring the completion of any renovations, improvements or changes reasonably required at the Property or on the Property (e.g. removal of a tree or necessary roof repairs to enable NuHome to safely install the System), which renovations, improvements or changes will be subject to prior written approval of the Customer; and
  - 5.1.7 if the Property is governed by a homeowner's association or similar community organisation or Landlord, the Customer procuring receipt of all approvals and authorisations for the System required by that organisation and advising NuHome of any requirements of that organisation that will otherwise impact the System, its installation or operation.
- 5.2 NuHome may terminate this Agreement prior to installation without liability if, in its sole discretion, any of the above listed conditions will not be satisfied for reasons beyond its reasonable control.
- 5.3 NuHome may elect to waive the requirement for fulfilment of any of the conditions listed in clause 5.1 at its sole discretion.
6. **NUHOME'S OBLIGATIONS**
- 6.1 Subject to fulfilment of the conditions listed in clause 5.1 within three (3) months of the date of signature of this Agreement, NuHome agrees to:
  - 6.1.1 schedule the installation of the System at a mutually convenient date and time;
  - 6.1.2 procure the installation of the System according to written plans made available to the Customer; and
  - 6.1.3 clean up after itself during the construction of the System.
- 6.2 For the duration of the Term, NuHome agrees to:
  - 6.2.1 provide the Customer with an online meter to accurately measure the amount of power the System delivers to the Customer;
  - 6.2.2 provide or procure the provision of operations and maintenance services more fully described in this Agreement; and
  - 6.2.3 repair the System pursuant to the Limited Warranty and reasonably cooperate with the Customer when scheduling repairs.
7. **CUSTOMER OBLIGATIONS**
- 7.1 For the duration of the Term, the Customer agrees to:
  - 7.1.1 keep trees, bushes and hedges trimmed so that the System receives as much sunlight as it did when NuHome installed it;
  - 7.1.2 only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;
  - 7.1.3 use reasonable efforts to maintain the physical security of the System against fire and theft, it being recorded and agreed that this does not obligate the Customer to install additional security and fire protection measures beyond those already in place at the Property on the Signature Date;
  - 7.1.4 not conduct activities on or about the System that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System;
  - 7.1.5 not modify the Property in a way that shades and/or endangers the System;
  - 7.1.6 not remove any markings or identification tags on the System;
  - 7.1.7 permit NuHome, after giving the Customer reasonable notice, to inspect the System for proper operation as and when NuHome reasonably determines necessary;
  - 7.1.8 not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;
  - 7.1.9 timeously notify NuHome (i) if the Customer thinks the System is damaged or appears unsafe; (ii) if the System is stolen; and (iii) prior to changing the Customer's power supplier;
  - 7.1.10 undertake such frontline maintenance as may be communicated by NuHome to the Customer from time to time;
  - 7.1.11 not access the cabinet in which the batteries, inverters or other operational systems are stored except in the event of an emergency or with the prior approval of NuHome; and
  - 7.1.12 if the Property is governed by a homeowners association or similar community organisation or Landlord, obtain all approvals and authorisations for the System required by that organisation and advise NuHome of any requirements of that organisation that will otherwise impact the System, its installation or operation in addition to those obtained in terms of clause 5.1.7.
8. **NO MODIFICATIONS**
- 8.1 For the duration of the Term, the Customer agrees that it will not make any modifications, improvements, revisions or additions to the System or take any other action that could void the Limited Warranty on the System without NuHome's express prior written consent.
- 8.2 If the Customer makes any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be NuHome's property.
- 8.3 If the Customer wants to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), the Customer may only remove and replace the System pursuant to the Limited Warranty, and subject to NuHome's express prior written authorisation.
9. **ACCESS TO THE SYSTEM**
- 9.1 The Customer grants to NuHome and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of:
  - 9.1.1 installing, constructing, operating, owning, maintaining, repairing, removing and/or replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System;
  - 9.1.2 enforcing NuHome's rights as to this Agreement and the System;

- 9.1.3 installing and maintaining electric lines and inverters and meters, necessary to interconnect the System to the Customer's electric system at the Property and/or to the utility's electric distribution system; or
- 9.1.4 taking any other action reasonably necessary in connection with installing, constructing, operating, owning, maintaining, repairing, removing and/or replacing the System.
- 9.2 This access right shall continue for up to ninety (90) days after this Agreement expires to provide NuHome with time to remove the System at the end of the Agreement (if required).
- 9.3 NuHome shall provide the Customer with reasonable notice of its need to access the Property whenever commercially reasonable.
- 9.4 During the time that NuHome has access rights the Customer shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access.
- 10. ESTIMATED PRODUCTION**
- 10.1 In the event that:
- 10.1.1 the System is shut down and/or production in any given month is impacted because of the Customer's actions; or
- 10.1.2 the Customer takes some action that significantly reduces the output of the System; or
- 10.1.3 the Customer fails to trim its bushes or trees to their appearance when the Customer signed this Agreement (to avoid foliage growth from shading the System); or
- 10.1.4 the Customer's System is not reporting production to NuHome as a result of any action undertaken by the Customer (e.g. the Customer has disconnected or tampered with the metering system),
- then NuHome will reasonably estimate the amount of power that would have been delivered to the Customer during such System or reporting outages or reduced production periods (**Estimated Production**) and shall consider Estimated Production as Actual Production for purposes of calculating the Monthly Payment.
- 10.2 In the first Contract Year of the Term, Estimated Production will be based on NuHome's production projections. After the first Contract Year of the Term, Estimated Production will be based on historical production for that month in the prior year with due consideration to degradation.
- 10.3 In the event that a change to legislation or its implementation has the effect of materially curtailing production from the System or the manner in which the Parties have contracted with respect to the System, then the Parties agree to convene and negotiate in good faith with a view to finding a mutually agreeable solution.
- 11. VACATING OR SELLING THE PROPERTY**
- 11.1 If the Customer vacates or sells the Property, the Customer can:
- 11.1.1 cede its rights and obligations under this Agreement to the person assuming occupancy or ownership of the Property (as applicable) who can sign a transfer agreement assuming all of the Customer's rights and obligations under this Agreement, subject to NuHome giving its approval to such transfer, which approval cannot be unreasonably withheld (provided that a failure to satisfy a credit check shall suffice for reasons for rejection); or
- 11.1.2 elect to move the System to the Customer's new property, subject to the payment of the System relocation costs.
- 11.2 If the Customer vacates or sells the Property and can't comply with any of the options in clause 11.1 above,
- the Customer will be in default under this Agreement and the provisions of clause 21.2 will apply.
- 11.3 For the duration of the Term, except as set forth in this section, the Customer will not assign, sell, pledge or in any other way transfer the Customer's interest in the System or this Agreement without NuHome's prior written consent, which shall not be unreasonably withheld.
- 12. WAIVER OF LIEN**
- 12.1 The Customer agrees, confirms and warrants that the System is not a fixture and NuHome has the right to file any documentation that confirms its interest in the System.
- 12.2 The Customer hereby agrees to exclude, and to timeously submit any waiver reasonably requested by NuHome, for purposes of excluding the System from any security provided to a third-party financier in respect of the Property.
- 13. CREDIT CHECK**
- 13.1 The Customer authorises NuHome, or its designee, to obtain the Customer's credit report now and in the future, check the Customer's credit history, answer questions others may ask regarding the Customer's credit and share the Customer's credit information with NuHome's financing partners.
- 13.2 The Customer certifies that all information the Customer provides to NuHome in connection with checking the Customer's credit will be true and understand that this information must be updated upon request if the Customer's financial condition changes.
- 13.3 NuHome undertakes to treat the information provided under this clause 13 with strict confidentiality and to ensure that its financing partners do the same.
- 14. INDEMNITIES**
- 14.1 To the fullest extent permitted by law, the Customer shall indemnify, defend, protect, save and hold harmless NuHome, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature (Indemnified Loss) arising out of, connected with, relating to or resulting from the Customer's negligence or wilful misconduct; provided, that nothing herein shall require the Customer to indemnify NuHome for its own negligence or wilful misconduct.
- 14.2 The Customer expressly acknowledges and agrees that no liability whatsoever shall be attributed to NuHome in relation to the System or its operations, installation, functioning or Indemnified Loss on and subsequent to the termination of the Term and the Customer hereby indemnifies NuHome from any such Indemnified Loss as from the termination of the Term.
- 14.3 The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 15. PAYMENTS**
- The Customer agrees that the obligation to pay all payments and all other amounts due under this Agreement shall be absolute and unconditional under all circumstances and shall not be subject to any abatement, defence, counterclaim, setoff, recoupment or reduction for any reason whatsoever, it being the express intent of the parties that all amounts payable by the Customer hereunder shall be, and continue to be, payable in all events including by Customer's heirs and estate.
- 16. ASSIGNMENT**
- 16.1 NuHome may assign this Agreement to another group company or to one or more of its financing partners or lenders at any time without notice to the Customer and without the need to obtain its permission.

- 16.2 The Customer agrees that NuHome may assign, sell or transfer the System and this Agreement, or any part of this Agreement, where such assignment, sale or transfer includes a simultaneous delegation of its obligations to maintain and repair the Customer's system as set forth in the Limited Warranty, without the Customer's consent.
- 16.3 NuHome may only assign, sell or transfer the System and this Agreement, or any part of this Agreement, where such assignment, sale or transfer would have the effect of changing NuHome's obligation to maintain and repair the Customer's System as set forth in the Limited Warranty, with the Customer's consent.
- 17. OWNERSHIP OF THE SYSTEM AND NON-ACCESSION**
- 17.1 The Customer agrees that the System will remain NuHome's personal property which shall include any data generated from the System.
- 17.2 The Customer shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by NuHome, and shall at the Customer's expense protect and defend NuHome against the same.
- 17.3 The Customer hereby agrees that the System is a movable asset and has not acceded to the Property.
- 17.4 The Customer shall have the option of purchasing the System from NuHome:
- 17.4.1 at any time during the Term on three (3) months' prior written notice to NuHome against payment of an amount equivalent to the anticipated remaining payments on the System for the remainder of the Term (excluding escalation); and
- 17.4.2 at the end of the Term at a price equivalent to that set out on the cover page of this Agreement.
- 18. TAX CREDITS**
- 18.1 The Customer understands and agrees that, for the duration of the Term, any and all tax credits, incentives, renewable energy credits, carbon offset credits, utility rebates or any other non-power attributes of the system are the property of and for the benefit of NuHome, usable at its sole discretion.
- 18.2 NuHome shall have the exclusive right to enjoy and use all such benefits, whether such benefits exist now or in the future.
- 18.3 The Customer agrees to refrain from entering into any agreement with the Customer's energy utility provider that would entitle the Customer's energy utility provider to claim any such benefits.
- 18.4 The Customer agrees to reasonably cooperate with NuHome so that it may claim any tax credits, renewable energy credits, rebates, carbon offset credits or any other benefits from the system.
- 18.5 The Customer's commitment under clause 18.4 may include, to the extent allowable by law, entering into Net Metering agreements, interconnection agreements, and filing renewable energy/carbon offset credit registrations and/or applications for rebates from the national, provincial or local government or a local utility and giving these tax credits, renewable energy/carbon credits, rebates or other benefits to NuHome.
- 19. LOSS OR DAMAGE**
- 19.1 Unless the Customer is grossly negligent, the Customer intentionally damages the System, or damage or loss to the System is caused by impacts caused or permitted by the Customer (whether directly or indirectly), NuHome will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System until the termination of the Term.
- 19.2 Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse the Customer from the Customer's obligations under this Agreement, including the requirement to effect payment of the Monthly Payments. Failure to comply with such obligations shall constitute a breach of this Agreement.
- 19.3 If there is loss, damage, theft, destruction or a similar occurrence affecting the System, and the Customer is not in default of this Agreement, the Customer shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and cooperate with NuHome, at NuHome's sole cost and expense, to have the System repaired or replaced pursuant to the Limited Warranty.
- 20. LIMITATION OF LIABILITY**
- 20.1 NuHome's liability to the Customer under this Agreement shall be limited to direct, actual damages only.
- 20.2 The Customer agrees that in no event shall either party be liable to the other for consequential, incidental, punitive, exemplary, special or indirect damages.
- 20.3 NuHome's liability under this Agreement is limited in terms of the provisions of the Limited Warranty and shall under no circumstances exceed the limits stated in clause 37 of that Limited Warranty.
- 20.4 Damages to the belongings or Property resulting from the installation or operation of the System are covered in terms of the Limited Warranty.
- 21. DEFAULT BY THE CUSTOMER**
- 21.1 The Customer will be in default under this Agreement if any one of the following occurs:
- 21.1.1 the Customer fails to make any payment when it is due and such failure continues for a period of ten (10) days;
- 21.1.2 the Customer fails to perform any material obligation that the Customer has undertaken in this Agreement (which includes doing something the Customer has agreed not to do, like alter the System or not any omission of any obligation) and such failure continues for a period of fourteen (14) days after written notice to correct such act or omission;
- 21.1.3 the Customer or the Customer's guarantor have provided any false or misleading financial or other information to obtain this Agreement;
- 21.1.4 the Customer assigns, transfers, encumbers, sublets or sells this Agreement or any part of the System without NuHome's prior written consent; or
- 21.1.5 the Customer or the Customer's guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against the Customer a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is put under business rescue proceedings (whether voluntarily or otherwise) or undertakes or experiences any substantially similar activity in any relevant jurisdiction.
- 21.2 If the Customer is in default, NuHome may take any one or more of the following actions:
- 21.2.1 terminate this Agreement;
- 21.2.2 take any reasonable action to correct the Customer's default or to prevent NuHome's loss, and any amount NuHome pays will be added to the amount the Customer owes NuHome and will be immediately due;
- 21.2.3 require the Customer, at the Customer's expense, to return the System or make it available to NuHome in a reasonable manner;
- 21.2.4 proceed, by appropriate court action, to enforce performance of this Agreement or any part thereof and to recover damages for the Customer's breach;
- 21.2.5 disconnect, turn off or take back the System by legal process or self-help and the Customer

- hereby (i) gives its consent for NuHome to effect such self-help and (ii) agrees to do all things necessary to enable NuHome to disconnect, turn off or take back the System;
- 21.2.6 charge the Customer a reasonable reconnection fee for reconnecting the System to the Customer's utility or turning the Customer's System back on after disconnecting or turning off the System due to the Customer's default;
- 21.2.7 recover from the Customer a payment equal to (i) Fair Market Value plus (ii) all taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing; or
- 21.2.8 use any other remedy available to NuHome in this Agreement or by law.
- 21.3 The Customer agrees to repay NuHome for any reasonable amounts paid to correct or cover the Customer's default (including costs at an attorney-own client rate).
- 21.4 The Customer acknowledges that NuHome shall proceed in accordance with clause 21.2.7 in the event of an early termination of this Agreement.
- 21.5 By choosing any one or more of these remedies (in whole or in part), NuHome does not give up its right to use another remedy solely or in combination with any other remedy.
- 21.6 By deciding not to use any remedy should this Agreement be in default, NuHome does not give up its right to use that remedy in case of a subsequent default.
- 22. DEFAULT BY NUHOME**
- 22.1 NuHome will be in default if:
- 22.1.1 NuHome fails to perform any material obligation that NuHome has undertaken in this Agreement and such failure continues for a period of thirty (30) days after written notice;
- 22.1.2 NuHome has knowingly provided any false or misleading information to obtain this Agreement;
- 22.1.3 NuHome assigns, transfers or sells this Agreement or any part of the System in contravention of the provisions of clause 16; or
- 22.1.4 NuHome is adjudicated bankrupt or insolvent.
- 22.2 If NuHome is in default, the Customer may take any one or more of the following actions:
- 22.2.1 terminate this Agreement, thereby requiring NuHome, at its expense, to remove the System;
- 22.2.2 take any reasonable action to correct NuHome's default or to prevent the Customer's loss;
- 22.2.3 proceed, by appropriate court action, to enforce performance of this Agreement;
- 22.2.4 use any other remedy available to the Customer in this Agreement or by law.
- 22.3 By choosing any one or more of these remedies (in whole or in part), the Customer does not give up its right to use another remedy solely or in combination with any other remedy.
- 22.4 By deciding not to use any remedy should this Agreement be in default, the Customer does not give up its right to use that remedy in case of a subsequent default.
- 23. NON-COMPETE**
- No Party shall, at any time within the duration of this Agreement, use any Confidential Information, intellectual property, knowledge thereof or employees or contractors of NuHome to acquire, directly or indirectly, without the prior written consent of NuHome, any present or future gain and/or interest (whether direct or indirect) in any companies competing against NuHome or which operate with similar business operations and services as NuHome in respect of any areas in which NuHome operates in currently. In the event of any Party contravening this clause, NuHome and/or its affected shareholders shall be entitled,

without any limitation to its rights or remedies afforded to it in law, to recover any such damages which may have been incurred by such Party as a result of such contravention by way of claiming any investments made by the offending party to the extent of such damages suffered by such Party.

**24. DISPUTE RESOLUTION**

- 24.1 Any dispute which may arise at any time between the Parties relating to any matter arising out of this Agreement or the interpretation thereof, will be finally resolved in accordance with the Rules of AFSA or its successors in title by an arbitrator or arbitrators appointed by AFSA.
- 24.2 Any Party to this Agreement may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.
- 24.3 This clause will not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 24.4 The said arbitration must be held at Johannesburg, South Africa, otherwise in accordance with the provisions of the Arbitration Act, No, 42 of 1965, as amended and the rules of AFSA, it being the intention that if possible it will be held and concluded within 30 days after it has been demanded, and the arbitrator will be an independent person agreed upon between the Parties.
- 24.5 If the Parties cannot agree upon a particular arbitrator under the provisions of clause 24.4 above within ten (10) Business Days after the arbitration has been demanded, the nomination in terms of clause 24.4, must be made by the Chairman for the time being of AFSA 10 (ten) Business Days after the Parties have so failed to agree.
- 24.6 Subject to the provisions of clause 24.4, the Parties irrevocably agree that the decision in these arbitration proceedings will be binding on them, will be carried into effect, may be made an order of any Court of competent jurisdiction.
- 24.7 The costs of any reference to arbitration will be borne by the unsuccessful Party/ies, unless otherwise determined by the Parties or the arbitrator, irrespective of which Party referred the dispute to arbitration. Any Party (or number of Parties) which initiates an arbitration or appeal under this clause 24 shall be obliged to put up security for the costs of the arbitration or appeal, as applicable, and shall not be entitled to proceed with the arbitration or appeal unless and until such security is furnished in a form and terms to the satisfaction of the arbitrator/s.
- 24.8 This clause 24 is severable from the rest of this Agreement and will remain valid and binding on the Parties notwithstanding any termination of this Agreement.

**25. GENERAL PROVISIONS**

- 25.1 Entire Agreement
- This Agreement contains all the express provisions agreed on by the Parties with regard to the subject matter of the agreement and the Parties waive the right to rely on any alleged express provision not contained in this Agreement.
- 25.2 Governing Law
- This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and any dispute hereunder shall be subject to the non-exclusive jurisdiction of the South African courts.
- 25.3 Waiver
- Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed



- to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.
- 25.4 Indulgences  
No indulgence granted by a Party shall constitute a waiver or abandonment of any of the Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
- 25.5 Third Party Rights  
A person who is not a party to this Agreement has no right under this Agreement to enforce any term thereof.
- 25.6 Privacy/Publicity  
The Customer grants NuHome the right to publicly use, display, share, and advertise the photographic images and details of the Customer's project.
- 25.7 No Representations  
Neither Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.
- 25.8 Variation, Cancellation and Waiver  
No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by the Parties.
- 25.9 Notices  
All notices under this Agreement shall be in writing, in the English language, and shall be by personal delivery, electronic mail, overnight courier, or certified or registered mail at the addresses chosen by each party set out below:
- NuHome**  
140A Kelvin Drive  
Morningside  
Johannesburg  
Email: notices@nuhome.co.za
- Customer**  
The Address and contact details set forth on the Cover Page to this Agreement
- 25.9.1 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email. A notice by email to a Party at the email address specified above shall be deemed to have been received upon receipt by the sender of a return email from the recipient in which the sender's communication is acknowledged (it being the responsibility of the sender to obtain such acknowledgement).
- 25.9.2 Any notice to a Party:
- (a) delivered by hand to a responsible person during ordinary business hours at the physical address chosen in this clause 25.9 shall be deemed to have been received on the day of delivery; or
  - (b) sent by email to its chosen email address stipulated in this clause 25.9 shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 25.9.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 25.9.
- 25.10 Costs
- The Parties will bear their own costs of and incidental to the negotiation, preparation and execution of this Agreement. Where in terms of this Agreement any obligation is imposed on a Party (whether jointly with any other Party or severally) to bear or pay the costs of and/or incidental to any action to be taken or thing to be done (or so procured to be taken or done) by such Party in relation to any matter contemplated in this Agreement, then notwithstanding anything to the contrary herein contained such obligation to bear and pay the costs concerned shall survive the termination or cancellation of this Agreement for whatever reason.
- 25.11 Independent Advice  
Each Party acknowledges and agrees that it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement.
- 25.12 Counterparts  
This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the Parties shall constitute a full original of this Agreement for all purposes.
- 25.13 Signature  
This Agreement is signed by the Parties on the dates and at the places indicated below. The persons signing this Agreement in a representative capacity warrant their authority to do so.
26. **DEFINITIONS**
- 26.1 The headings to the clauses and schedules of this Agreement are inserted for reference purposes only and will in no way govern or affect the interpretation of, nor modify, nor amplify the terms of this Agreement, nor any clause or Schedule hereof.
- 26.2 Unless inconsistent with the context, the words and expressions set forth below will bear the following meanings and cognate expressions will bear corresponding meanings:
- 26.2.1 **Actual Production** means the actual production of the System during any Contract Year;
- 26.2.2 **AFSA** means the Arbitration Foundation of Southern Africa, and its successors-in-title;
- 26.2.3 **Agreement** means this NuHome™ power purchase agreement, including the schedules and annexures hereto;
- 26.2.4 **Business Day** means any day other than a Saturday, Sunday or official public holiday in South Africa;
- 26.2.5 **Confidential Information** means any information in respect of a Party, the System or this Agreement, other than information which is:
- (a) publicly known or becomes publicly known through no unauthorised act of the recipient Party;
  - (b) rightfully received by the recipient Party from a third party;
  - (c) independently developed by the recipient Party without use of the other Party's information;
  - (d) disclosed by the other Party to a third party without similar restrictions;
  - (e) required to be disclosed pursuant to a requirement of any governmental authority, or any laws of South Africa, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or
  - (f) publicly disclosed with the other Party's written consent in terms of clause 23.

- 26.2.6 **Contract Year** means a calendar year commencing on each 01 July and ending on each 30 June during the term of this Agreement, provided that the first Contract Year shall commence on the Interconnection Date and the last Contract Year shall end on the termination date of this Agreement;
- 26.2.7 **CPI** means the rate of inflation for the previous calendar year (or nearest approximation), determined as the percentage increase in the South African Consumer Price Index as published by the South Africa Statistics Agency over that period or any replacement index;
- 26.2.8 **Customer** shall be the Party identified in clause 1.1;
- 26.2.9 **Fair Market Value** means the greater of (i) the Original Installed Cost and (ii) the price at which the System would change hands between a willing buyer and a willing seller when the former is not under any compulsion to buy and, the latter is not under any compulsion to sell, both parties having a reasonable knowledge of the relevant facts;
- 26.2.10 **Final System Design** means the final design approved by NuHome of the particular System to be installed on the Property;
- 26.2.11 **Interconnection Date** is the date that the System is turned on and generating power;
- 26.2.12 **Landlord** means the registered owner of the Property;
- 26.2.13 **Limited Warranty** means the limited liability warranty attached as Schedule 3;
- 26.2.14 **Monthly Payment** means the sum set forth on the cover page of the Agreement, escalating in the manner set forth on the cover page of the Agreement;
- 26.2.15 **Net Metering** means a methodology under which excess electricity generated by a photovoltaic solar system may be distributed to a third party;
- 26.2.16 **Original Installed Cost** means the amount incurred by or on behalf of NuHome with respect to the original installation of the System at the Property;
- 26.2.17 **Parties** means NuHome and the Lessor and 'Party' will, as the context requires, be a reference to any one of them;
- 26.2.18 **Property** refers to the address detailed on the first page of this Agreement;
- 26.2.19 **NuHome** means NuHome Africa Proprietary Limited, a company incorporated in South Africa with registration number 2020/028300/07, or its successors-in-title and/or permitted assigns;
- 26.2.20 **System** means the solar photovoltaic and battery system described in clause 2.2;
- 26.2.21 **System Information** shall mean the information which specifies and describes the System, initially as detailed in Schedule 1 but subject to amendment on completion of the Final System Design in terms of clause 3;
- 26.2.22 **Tariff** means the rate per kWh set forth on the cover page to this Agreement, as escalated in accordance with this Agreement from time to time;
- 26.2.23 **Term** means the period set forth on the cover page of the Agreement, beginning on the Interconnection Date; and
- 26.2.24 **VAT** means value-added tax, including any similar tax which may be imposed in place thereof from time to time.
27. **INTERPRETATION**
- 27.1 Unless inconsistent with the context or save where the contrary is expressly indicated:
- 27.1.1 when any number of days is prescribed in this Agreement, same will be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day will be the next succeeding Business Day;
- 27.1.2 in the event that the day for payment of any amount due in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for payment will be the next succeeding Business Day;
- 27.1.3 in the event that the day for performance of any obligation to be performed in terms of this Agreement should fall on a day which is not a Business Day, the relevant day for performance will be the next succeeding Business Day;
- 27.1.4 no provision of this Agreement constitutes a stipulation for the benefit of any person who is not a Party to this Agreement;
- 27.1.5 references to day/s, month/s or year/s will be construed as Gregorian calendar day/s, month/s or year/s;
- 27.1.6 a reference to a Party includes that Party's successors-in-title by operation of law and permitted transferees.
- 27.2 The Schedules and Annexures to this Agreement form an integral part hereof. The words and expressions defined in this Agreement will bear, unless the context otherwise requires, the same meaning in the Schedules. To the extent that there is any conflict between the Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail.
- 27.3 The rule of construction that, in the event of ambiguity, the contract will be interpreted against the Party responsible for the drafting thereof, will not apply in the interpretation of this Agreement.
- 27.4 The expiration or termination of this Agreement will not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 27.5 This Agreement will be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party will be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 27.6 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words will prevail.
- 27.7 The use of the word "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule will not be applied in the interpretation of such general wording or such specific example or examples.

### SCHEDULE 3 PERFORMANCE GUARANTEE AND LIMITED WARRANTY

28. **INTRODUCTION**
- 28.1 This Performance Guarantee and Limited Warranty (this Limited Warranty) is NuHome's agreement to provide the Customer warranties on the System the Customer is hosting pursuant to the Agreement to which this Limited Warranty is attached.
- 28.2 The System will be professionally installed on behalf of NuHome at the address the Customer listed in the Agreement. The installation location shall be referred to as the Customer's "Property." This Limited Warranty begins when NuHome's contractor starts installing the System at the Property. NuHome looks forward to helping the Customer produce clean, renewable solar power at the Property.
- 28.3 Capitalised and defined Terms used in the Agreement to which this schedule is attached shall bear the same meaning in this schedule, unless the context indicates otherwise.
29. **LIMITED WARRANTIES**
- 29.1 **System Warranty:** Under normal use and service conditions the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components, for the full Term.
- 29.2 **Roof Warranty:** All roof penetrations made on behalf of NuHome for the Customer's System will be watertight. This warranty will operate for two (2) years from the final date of installation of the System.
- 29.3 **Damage Warranty:** NuHome's contractor will repair any direct damage it may cause to the Property or the Customer's belongings for the full Term (except damages ordinarily and reasonably incurred in the installation of the System or that result from NuHome's roof penetrations, which damages are covered for the first two (2)) years of the Term). Neither NuHome nor its contractors shall under any circumstances be liable for any damage which was not directly caused by their acts or omissions.
- 29.4 Under each of these warranties NuHome's contractor will repair or replace any damage, defective part, material or component or correct any defective workmanship, at no cost or expense to the Customer (including all labour costs), when the Customer submits a valid claim to NuHome under this Limited Warranty. NuHome's contractor may use new or reconditioned parts when making repairs or replacements. NuHome may also, at no additional cost to the Customer, upgrade or add to any part of the System to ensure that it performs according to the guarantees set forth in this Limited Warranty. Cosmetic repairs that do not involve safety or performance shall be made at NuHome's discretion.
- 29.5 NuHome commits to dispatch a team to respond to a valid claim under this Limited Warranty within two (2) business days of submission.
- 29.6 This Limited warranty does not extend to or cover any incidences of theft of the System, or part thereof.
30. **PERFORMANCE GUARANTEE**  
NuHome guarantees that during the Term the System will operate within manufacturer's specifications and if it does not that NuHome will repair or replace any defective part and use its reasonable endeavours to restore System performance.
31. **MAINTENANCE AND OPERATION**  
NuHome will perform or procure the performance of all required System maintenance for the duration of the Term.  
NuHome may publish the details of its service level operations and maintenance undertakings from time to time on its electronic platform and such undertakings shall be incorporated herein by reference. This may include a maximum of two (2) visits to the Property during each Contract Year and NuHome may, from time to time, request the Customer to perform frontline maintenance including, without limitation, cleaning of any panels with a hose during dry periods.  
NuHome reserves the right to update the terms and conditions for such undertakings from time to time in its sole and absolute discretion.
32. **TRANSFERABILITY**  
NuHome will accept and honour any valid and properly submitted Warranty claim made during the Term by any person to whom the Customer properly transfers the Agreement.
33. **EXCLUSIONS AND DISCLAIMER**
- 33.1 The limited warranties and guarantees provided in this Limited Warranty do not apply to any lost power production or any repair, replacement or correction required due to the following:
- 33.1.1 someone other than NuHome or its approved service providers installed, removed, re-installed, maintained or repaired the System;
- 33.1.2 destruction or damage to the System or its ability to safely produce power not caused by NuHome or its approved service providers while servicing the System (e.g., if a tree falls on the System, NuHome will replace the System per the Agreement, but NuHome will not repay the Customer for power it did not produce);
- 33.1.3 the Customer's failure to perform, or breach of, the Customer's obligations under the Agreement (e.g., the Customer modifies or alters the System);
- 33.1.4 the Customer's breach of this Limited Warranty, including the Customer being unavailable to provide access or assistance to NuHome in diagnosing or repairing a problem or maintain the System;
- 33.1.5 any Force Majeure Event (as defined below);
- 33.1.6 shading from foliage that is new growth or is not kept trimmed to its appearance on the date the System was installed;
- 33.1.7 any system failure or lost production not caused by a System defect (e.g., the System is not producing power because it has been removed to make roof repairs or the Customer has required NuHome to locate the inverter in a non-shaded area);
- 33.1.8 theft of the System (e.g., if the System is stolen NuHome will not repay the Customer for the power it did not produce prior to replacement);
- 33.1.9 damage to the Property, belongings or property that results from NuHome's roof penetrations after the end of the Roof Warranty;
- 33.1.10 damage or loss to the System due to ball strikes (such as strikes from tennis balls, soccer balls or any other ball used for purposes of sports activities) or other similar events or circumstances; and
- 33.1.11 such other events or circumstances which are analogous to the events or circumstances described in this clause 33.1.
- 33.2 This Limited Warranty does not warrant any specific electrical performance of the System other than that described above.
- 33.3 This Limited Warranty, the Performance Guarantee and Performance Credits shall not be enforceable against NuHome while the Customer is in material breach of its obligations under the Agreement

- including, without limitation, its obligation to pay the Monthly Payments to NuHome.
- 33.4 THE LIMITED WARRANTIES AND GUARANTEES DESCRIBED ABOVE ARE THE ONLY EXPRESS WARRANTIES AND GUARANTEES MADE BY NUHOME WITH RESPECT TO THE SYSTEM. NUHOME HEREBY DISCLAIMS, AND ANY BENEFICIARY OF THIS LIMITED WARRANTY HEREBY WAIVES, ANY WARRANTY WITH RESPECT TO ANY COST SAVINGS FROM USING THE SYSTEM.
34. **NUHOME'S STANDARDS**  
For the purpose of this Limited Warranty the standards for NuHome's performance will be normal professional standards of performance within the solar photovoltaic power generation and battery storage industry in the relevant market.
35. **SYSTEM REPAIR, RELOCATION OR REMOVAL**
- 35.1 Repair: The Customer agrees that if (i) the System needs any repairs that are not the responsibility of NuHome under this Limited Warranty, or (ii) the System needs to be removed and reinstalled to facilitate remodelling of the Property, the Customer will have NuHome, or another similarly qualified or authorised service provider, at the Customer's expense, perform such repairs, removal and reinstallation, or relocation.
36. **FORCE MAJEURE**
- 36.1 If NuHome is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event, NuHome will be excused from whatever performance is affected by the Force Majeure Event, provided that:
- 36.1.1 NuHome, as soon as is reasonably practical, gives the Customer notice describing the Force Majeure Event;
- 36.1.2 NuHome's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e., when a Force Majeure Event is over, NuHome will make repairs); and
- 36.1.3 No NuHome obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.
- 36.2 Force Majeure Event means any event, condition or circumstance beyond the control of and not caused by NuHome's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerrilla action; terrorism; government-mandated lockdown, economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; epidemic, pandemic, abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued; unavailability of power from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from NuHome's failure to have exercised reasonable diligence); power or voltage surge caused by someone other than NuHome including a grid supply voltage outside of the standard range specified by the Customer's utility; and failure of equipment not utilized by NuHome or under its control.
37. **LIMITATIONS ON LIABILITY**
- 37.1 No Consequential Damages  
The Customer may only recover direct damages under this limited warranty and in no event shall NuHome or its agents or subcontractors be liable to the Customer or the Customer's assigns for special, indirect, punitive, exemplary, incidental or consequential damages of any nature.
- 37.2 Limitation of Duration of Implied Warranties  
Any implied warranties, including the implied warranties of fitness for a particular purpose and merchantability arising under national law, shall in no event extend past the expiration of any warranty period in this limited warranty. Some nations do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Customer.
- 37.3 Third Party Services:  
The Customer acknowledges that NuHome shall appoint contractors and maintenance service providers to undertake certain of the activities described in this Agreement (collectively, "**Service Providers**") and that NuHome shall have no liability to the Customer arising out of or in connection with the acts or omissions of such Service Providers.
- 37.4 Limit of Liability  
Notwithstanding any other provision of this Limited Warranty to the contrary, NuHome's total liability (and that of its Service Providers) arising out of or relating to this Limited Warranty shall in no event:
- 37.4.1 For System Replacement, exceed the original cost of the System; and
- 37.4.2 For damages to the Property, exceed ZAR250,000.
38. **NOTICES**  
All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement in clause 25.9
39. **ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY**  
NuHome may assign its rights or obligations under this Limited Warranty to a third party without the Customer's consent, provided that any assignment of NuHome's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who hosts the System. The Customer's rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from the Customer or to whom the Customer properly transfers the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.