

TERMS AND CONDITIONS

RECHARGER METERS: TERMS AND CONDITIONS

1.Token & Voucher Vending

1.1 "Tokens" – Recharger tokens are supplied from Recharger to Landlords on request – The Landlord will advise Recharger on the value of tokens to be supplied which he will then supply to his tenant and request the full value. Token value must be collected by the landlord directly. Recharger will not be held liable for any loss, abuse, non-collection or any other issue whatsoever for Tokens issued to the landlord. The Recharger Landlord Token Buying Instructions are applicable and available to Landlords upon request.

1.2 "Vouchers" are purchased by Tenants directly from selected retail outlets, ATMs and the Recharger website (www.buyvoucher.co.za). Vouchers purchased by tenants are reimbursed to the landlord less any applicable service fees. The landlord acknowledges and accepts that Recharger will reimburse to the Landlord the funds received from the tenant voucher purchases on or before the 10th day of the month following the date of purchase of the respective voucher/s by the tenant. The Landlord is responsible for ensuring that the correct banking details are supplied to Recharger for a successful reimbursement. A service fee of 10% excluding VAT is levied on vouchers purchased via retail outlets & ATMs. A once off activation fee of Fifty Rand excluding VAT will be levied. The once off activation fee is subject to change without prior notification. Contact your Recharger offices (087 158 4800) to enquire for any such change.

2. REGISTRATION OF YOUR RECHARGER METER

2.1 To register your Recharger Meter, complete the Recharger registration form found inside the box and forward the completed form to Recharger.

2.2 It is the responsibility of the Property Owner/Landlord to ensure that correct information and bank details are furnished to Recharger. To ensure that correct information is captured on the Recharger system, it is the Property Owner's/Landlord's responsibility to provide Recharger with the following documents together with the Recharger registration form:-

2.2.1 A copy of the Property Owner's/ Landlord's South African ID (Company registration documents and/or Trust documents accompanied by letters of resolution/authority in the event of the Landlord being a Company or Trust);

2.2.2 A letter from the bank confirming the account number and name of the account holder or bank statement or cancelled cheque.

2.3 Registration of the meter will still be possible without the documentation listed in clause 2.2 above. Recharger however shall not be liable to the Property Owner/Landlord or any other third party for any losses that the Property Owner/Landlord or such other third party may suffer as a result of incorrect information or incorrect banking details being provided to Recharger. Any payments rejected due to incorrect banking details being furnished to Recharger by the Property Owner/Landlord will result in the Property Owner/Landlord being liable for an administration fee.

3.INSTALLATION –METER PERFORMANCE

3.1 The cost of installation of the meter is not included in the cost of the Recharger meter. The installation of the Equipment must be attended to by a registered electrician capable of issuing a compliance certificate. It is the responsibility of the Property Owner/Landlord to appoint a registered electrician who is certified to install prepaid meters. In the event that the electrician is neither certified nor qualified to install prepaid meters and the product becomes damaged, the Property Owner/Landlord will then not be able to rely on the Recharger warranty.

3.2 The purpose of the meter is not to replace any meter that has been installed by the relevant Authorities. The Meter is suited for situations where the relevant Authorities supply electricity by means of one main supply meter to the property where the electricity consumption of individual tenants need to be measured and managed, by both the Property Owner/Landlord and the consumer of electricity (the tenant) at the particular premises rented by the tenant. The meter is not recommended for use in properties where the owner is the only consumer of electricity at the property as the Owner will continue to receive an account from the Authority concerned.

3.3 It is expressly recorded that Recharger is not a generator, supplier or distributor of electricity or water. Electricity & Water is only generated, supplied and/or distributed by the relevant Authorities, and Recharger's function is only to supply the Meters that can be used for the measuring, monitoring and management functions as herein described. Recharger consequently does not accept any responsibility for the non-supply or interruption of electricity/water to the Premises, particularly in circumstances falling exclusively under the control of the relevant Authorities. The Property Owner/Landlord hereby indemnifies Recharger and holds it harmless against any claims from a Consumer/Occupant/Tenant, user or any other person or party that may arise from such non-supply, interruption, leak, power surge or any other detrimental activity.

3.4 Recharger is only the supplier of the meter. Recharger will not be held responsible under any circumstances for any claims whatsoever from the municipality/authority, owner, 3rd party or any other claimant for any damage, breach of municipal regulations, incorrect installations, bypassing of municipal meters, fraudulent installations, damage of premises, consequential damages and all claims which will be for the charge of the owner/landlord.

3.5 The Property Owner/Landlord shall be entitled to instruct Recharger to terminate the supply of electricity/water vouchers to the Tenant by written notice, due to the non-payment for electricity consumption by the Tenant, or the unauthorized tampering with the Equipment, or for any other lawful reason, and Recharger shall then act accordingly, subject to the indemnity provisions as provided for in this agreement, which shall then apply mutatis mutandis (similarly). Recharger is not liable for any claims against the Property Owner/Landlord as a result of the instructions issued by the Landlord. The procedure for the blocking of meters is available to Landlords upon request.

3.6 In the circumstances where the Property Owner/Landlord elects that the funds are to accrue to any other party, then the Property Owner/Landlord shall ensure that the relevant payments are still credited to the relevant account of the authority concerned. Recharger is not responsible for any shortage of accounts due to the municipal/utility accounts by the Owner/Landlord to the relevant authorities.

4. TARIFF

4.1 Recharger shall in accordance with the instructions of the Property Owner/Landlord load the relevant electricity consumption tariff on its System according to which the Consumer/Tenant will pay for his/her/its consumption of electricity at the Premises. It is the responsibility of the Landlord to ensure that the correct prescribed tariff as per the municipal/utility bill is furnished to Recharger who shall then load the tariff as requested by the Property Owner/Landlord. The Property Owner/ Landlord agrees that where a tariff is not provided an average rate will be utilized. The supply of electricity to the Premises and the operation of the Equipment shall at all times be subject to the relevant municipal by-laws and regulations, the Electricity Regulation Act, No. 4 of 2006, and all other relevant statutory provisions.

4.2 It is the responsibility of the Property Owner/Landlord to ensure that the monthly municipal/utility bill from the relevant authorities matches their prepaid meter rebate payments from Recharger and in the event of any discrepancies, to immediately notify Recharger of such discrepancy. Recharger is not privy to the Property Owner's/Landlord's billing information from the relevant Authorities and therefore Recharger is not liable for such discrepancies. Recharger will however make every effort to address any such discrepancies which may arise.

4.3 Recharger prepaid meters are configured to operate on Recharger chainstore vending systems only.

4.4 Changing of the Recharger meter to another prepaid meter company will incur a Recharger key change fee. The requisite key change form must be completed and signed by the Property Owner/Landlord and returned to Recharger. The procedure for the key change of meters is available to Landlords upon request.

5. REPAIR AND REPLACEMENT PROCEDURES: RECHARGER LIFETIME WARRANTY ON SELECTED PREPAID ELECTRICITY METERS

Recharger offers a lifetime warranty on selected prepaid electricity meters. The Warranty is only valid if the registration form is correctly completed, and on presentation of proof of purchase – original invoice, sales slip indicating date of purchase, dealers name, model, serial number and a certificate of compliance for the installation of the prepaid meter. The Recharger prepaid meter must be returned to the Recharger Head Offices in Durban at the cost of the Property Owner/Landlord. Recharger reserves the right to refuse warranty service if this information has been removed or changed. Subject to the Provisions of Section 56 of the Consumer Protection Act 68 of 2008, Recharger's obligations are to repair the defective part or at its discretion, to replace the product, provided the meter is returned to Recharger by the Property Owner/Landlord. This Warranty is not applicable in cases other than defects in material, design & workmanship. Subject to the provisions of Section 57 of the Consumer Protection Act 68 of 2008, this Warranty does not cover periodic checks, maintenance, repair and maintenance of parts due to normal wear and tear, abuse or misuse of the product for its intended use, failure of the product arising from incorrect installation for use not consistent with technical or safety standards or failure to comply with manual instructions, accidents, acts of god, or cause beyond the control of Recharger caused by but not limited to lightning, water, fire, public disturbances, improper ventilation, uninstallation & re-installation and unauthorized modifications. The prepaid meter must be returned to Recharger for testing & does not include transportation costs. In all circumstances a call-out fee will be payable. For clarity please note that prepaid Water meters are specifically for commercial properties only. Recharger shall not be liable for any direct, incidental or consequential damages for breach of any express or implied warranty of the product as Recharger is not the manufacturer of the meter. Key changed meters will result in the termination of Rechargers lifetime warranty and support. The Lifetime warranty is applicable to prepaid meters purchased and vending in South Africa only.

6. SUPPORT FEE

Recharger charges a monthly support fee of Twenty Five rand excluding vat for its electricity meters. Support fees do not include general plumbing and electrical issues. These costs are for the Property Owner/Landlord personally. The support fee is subject to fluctuation in the future and may change without prior notification. Support fee includes 24 hour vending support and issuing of tamper tokens. In the event of a call-out upon the request of a Landlord, and where there is no fault with the meter then Recharger reserves the right to levy a call-out fee at its discretion.

7. EXCLUSION OF LIABILITY:

7.1 If the Property Owner/Landlord is an individual or a juristic person with an annual turnover or asset value of under R2 million, the Property Owner/Landlord is protected by the Consumer Protection Act 68 of 2008 (the ACT). It is not the intention of Recharger to limit any rights of the Property Owner/Landlord in any way. Similarly, Recharger does not intend to limit any claim which the Property Owner/Landlord might have under Section 61 of the Act.

7.2 Recharger shall not be liable to the Property Owner/Landlord for any liability, loss, expense, claim, action or damage suffered or sustained by that party, or any other party, howsoever arising irrespective whether such liability, loss, action, expense, claim or damage arises out of or pursuant to an intentional, negligent, grossly negligent, wrongful act or omission of Recharger or its employees. Recharger shall not be liable to the Property Owner/Landlord or any other party, in any circumstances whatsoever for any indirect, contingent or consequential loss sustained or incurred by such party howsoever arising and of whatsoever nature, including but not limited to loss of profits, whether or not both parties or either party contemplated such losses or damages at any time. All meters come with standard manufacturer's warranty to protect against any technical difficulty and thus excludes Recharger from such liability. If the meters are in any way tampered with by any third party then the Recharger lifetime warranty will no longer apply.

7.3 Recharger and its employees and agents do not accept responsibility for any damages caused by any means to any person or property caused by the incorrect installation of any meter.

7.4 Recharger does not accept any form of liability for loss or damage or any other liability due to the use of the product under conditions that were not intended by the manufacturer. This includes, but is not limited to :-

7.4.1 usage of the prepaid meter on higher amperage than that specified;

7.4.2 allowing for water (hot or cold) to pass through the prepaid meter;

7.4.3 allowing for the prepaid meter to be exposed to the elements of nature.

7.5 Any rejected payments due to incorrect banking details, transfer of ownership or key change will result in the Property Owner/Landlord being liable for an administration fee. Recharger will not be responsible for losses incurred on any incorrect banking details provided.

8. VIS MAJOR ("SUPERIOR FORCE"):

Recharger shall not be liable to the Property Owner/Landlord or any other party, for any failure, delay or default in the performance of its obligations under this Agreement, if and to the extent that such failure, delay or default is caused by vis major, including (without detracting from any other events covered by the rules and principles relating to vis major), casus fortuitus ("chance occurrence, unavoidable accident"), act of God, strikes, lock-out, fire, riot, flood, drought, state of emergency, inability to secure power, materials or supplies, embargoes, export control, international authority, any requirements of any Authority or other competent Local Authority, war (whether declared or not), civil disturbance, any circumstances beyond its reasonable control, Court order, or failures, shortages, interruptions or fluctuations in electrical power or communications.

9. GENERAL:

9.1 A Certificate signed by the Financial Manager of Recharger, whose appointment need not be proved, shall be prima facie proof (a fact presumed to be true unless it is disproved) of the Property Owner's/Landlord's indebtedness to Recharger, and shall be sufficient to enable Recharger to obtain judgment against the Property Owner/ Landlord in any Court having jurisdiction in terms hereof. Should it become necessary for Recharger to incur legal costs to enforce its rights in terms of this Agreement, then it shall be entitled to recover such costs, including attorney and own client costs as well as collection commission from the Property Owner/Landlord. The Property Owner/Landlord hereby consents to the jurisdiction of the Magistrate's Court notwithstanding the fact that the claim concerned may otherwise exceed the jurisdiction of such Court. It is the responsibility of the Property Owner/ Landlord to obtain confirmation from the relevant municipality with regards to the allowing of the prepaid meters to be installed upon the premises.

9.2 These terms and conditions may change from time to time. It is the responsibility of the Property Owner/Landlord to himself/herself/itself with latest the terms and conditions.

9.3 Recharger shall on 21 days notice to the Landlord have the sole discretion to amend/or supplement any term of this agreement including but not limited to the fluctuation in the price of the products/or services rendered by it.

9.4 The laws of South Africa will govern the transaction with the Property Owner/Landlord.

9.5 The transaction with the Property Owner/Landlord is governed by these terms and conditions and no other undertakings or representations will be binding upon Recharger.