TERMS AND CONDITIONS FOR EXPORT SALES

1. DEFINITIONS

In these Terms and Conditions, the following definitions shall apply:

- "SegenSolar" means SegenSolar Pty Ltd, a company registered in South Africa.
- "Customer" means the entity or individual purchasing goods from SegenSolar.
- "Goods" means the products sold by SegenSolar to the Customer.
- "Export" means the transportation of Goods from South Africa to a foreign country.
- "Freight Forwarder" means a company or individual responsible for arranging the transportation of Goods on behalf of the Customer.
- "VAT" means Value-Added Tax.

2. EXPORT SALES

2.1 SegenSolar may sell Goods to Customers outside of South Africa, subject to these Terms and Conditions.
2.2 The Customer shall be responsible for complying with all applicable laws, regulations, and requirements of the country of destination.

3. VAT AND EXPORT DOCUMENTATION

3.1 For Customers collecting Goods from SegenSolar's warehouse, VAT will be charged at the standard rate unless the Customer is a "Trusted Customer" as defined in clause 4.
3.2 Trusted Customers may collect Goods with zero-rated VAT, provided they use a vetted Freight Forwarder and comply with the requirements set out in clause 4.
3.3 The Customer shall provide SegenSolar with all necessary documentation and information to facilitate the Export of Goods, including but not limited to:
 A completed Outside SA TAF (Trading Application Form)
 Proof of export license
 Proof of import license
 Proof of delivery to the Customer's premises

4. TRUSTED CUSTOMER REQUIREMENTS

4.1 To qualify as a Trusted Customer, the Customer must:
 Complete the Outside SA TAF and provide all required documentation and information.
 Use one of the vetted Freight Forwarder approved by SegenSolar.
 Provide proof of export and import documentation within 7 days of collection or as otherwise agreed.

4.2 A “trusted customer” can pay Segen a 5% deposit. This 5% deposit is held as security covering any VAT exposure due to the courier not issuing us all the documents. The deposit will cover the VAT risk.
4.3 SegenSolar reserves the right to revoke Trusted Customer status if the Customer fails to comply with these items. If Segen is conducting the delivery under DAP terms then point 4.1 & 4.2 is not applicable.

5. FREIGHT FORWARDER REQUIREMENTS

5.1 The Customer's Freight Forwarder must be vetted and approved by SegenSolar.
5.2 The Freight Forwarder shall provide SegenSolar with the following documents:
 Registration as a customs client
 Registration as licensed remover of goods
5.3 The Freight Forwarder shall be responsible for ensuring that all necessary export documentation is completed and submitted to the relevant authorities.

6. DELIVERY AND RISK

6.1 Goods shall be deemed to be delivered to the Customer when they are collected from SegenSolar's warehouse or delivered to the Customer's premises, as applicable in DAP terms.
6.2 Risk in the Goods shall pass to the Customer upon delivery.

7. PAYMENT TERMS

7.1 Payment terms shall be as agreed between SegenSolar and the Customer.
7.2 The Customer shall pay all invoices in full, without deduction or setoff.

8. DOCUMENTATION AND RECORD-KEEPING

8.1 The Customer shall maintain accurate records of all Exports, including but not limited to proof of export, import, and delivery.
8.2 SegenSolar shall maintain records of all Exports, including but not limited to documentation provided by the Customer and Freight Forwarder.

9. COMPLIANCE WITH LAWS AND REGULATIONS

9.1 The Customer shall comply with all applicable laws, regulations, and requirements of the country of destination.
9.2 SegenSolar shall not be liable for any failure by the Customer to comply with applicable laws, regulations, and requirements.

10. LIABILITY AND INDEMNITY

10.1 SegenSolar shall not be liable for any loss, damage, or expense arising from the Export of Goods, except to the extent caused by SegenSolar's negligence or breach of these Terms and Conditions.
10.2 The Customer shall indemnify SegenSolar against any claims, losses, damages, or expenses arising from the Export of Goods under Trusted status under EX Works shipping terms except to the extent caused by SegenSolar's negligence or breach of these Terms and Conditions.

11. GOVERNING LAW AND JURISDICTION

11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa.
11.2 Any disputes arising from these Terms and Conditions shall be subject to the jurisdiction of the courts of South Africa.

12. ENTIRE AGREEMENT

12.1 These Terms and Conditions constitute the entire agreement between SegenSolar and the Customer regarding Export sales.
12.2 These Terms and Conditions may not be amended or varied except in writing signed by both parties.

Customer Name

Customer Signature

Date

Appendix

1. Invoice Number.

2. Date: The date the invoice is issued.

3. Customer Information: The customer's name, address, and contact details.

4. Goods Description: A detailed description of the goods sold, including:

 - Product Code: The product code or SKU.

 - Product Name: The name of the product.

 - Quantity: The number of units bought.

5. Package Details:

 - Number of Pieces: The total number of packages or pieces.

 - Package Weight: The weight of each package.

 - Package Dimensions: The dimensions of total package.

6. Value: The total value of the goods bought.

7. Delivery Details: The delivery address and any special delivery instructions.