**AGREEMENT FOR THE SUPPLY, INSTALLATION & COMMISSIONING OF ZESUN SOLAR SYSTEM**

This Agreement is made at **Peshawar** and entered into on the **06 August, 2021**.

**By and Between**

**ZESUN SOLAR SMC-PVT LTD**, a company duly registered under the laws of Pakistan with its registered office located at **The Ficus II Plaza Ring Road Peshtakhara Peshawar "B" Block Shop No. UG-1 & UG-2,** (hereinafter referred to as the “Contractor”),

**And**

**Muhammad Waqas**, **CNIC:** 17301-5326414-1, **Ph:** 03339152394, residing at **House # 94 Street 6 Sector F 3 Phase 6 Hayatabad**, (hereinafter referred to as the “Client”),

(Contractor and Client are hereinafter jointly referred to as the “Parties” or singularly as a “Party”).

**WHEREAS:**

1. The Contractor is engaged in the business of developing and supplying Solar System Solutions (“System”).
2. The Parties desire to work together under this agreement to implement the System as per the proposal.
3. The Client agrees to make payments as per the terms enclosed in this agreement.

**NOW, THEREFORE, in consideration of each Party’s commitments under this agreement, the Parties agree as follows:**

**1. System Parameters:**

* The System will be composed of the components, as per the detail & BOQ in the proposal.
* Two (2) years free-of-cost O&M (Remote + Field) service from ZESUN Solar Monitoring System. A Service Level Agreement (SLA) will be signed after completion of 2 years at 2% of the total project cost per annum, only if agreed by both Parties.

**2. Project Cost & Payment Modes:**

**Total Project cost**: PKR 1,250,000 (As per the proposal)

| **Payment Milestone** | **Due Date** | **Amount PKR** |
| --- | --- | --- |
| Signing of Agreement | With 2 days of Agreement signing |  |
| Completion of Installation | Upon system inspection and approval |  |
| Net Meter Installation Completion (by DISCO) | Upon confirmation by DISCO |  |
|  |  |  |

**3. Contractor’s Scope of Work:**

* **Complaint Handling:** All Client complaints lodged through phone **(0306-0570606)** or via a concerned salesperson shall be responded to within twenty-four (24) hours in the event of a breakdown or solar solution service disruption. Complaints logged after 6 pm shall be addressed on the next working day.
* **Equipment Supply:** Supply equipment as per the approved quotation and mutually agreed Bill of Quantities (BOQ).
* **Logistics:** Handle the transportation, loading, and unloading of equipment to the site.
* **Installation:** Install the mounting structure as per the approved design and conduct civil works to ensure extra strength and prevent roof leakage.
* **Net Metering:** Install the net meter at the site, pay all the DISCO fee, procure the whole current meter, and manage all dealings with the relevant DISCO.

**4. Client’s Scope of Work:**

* **Premises Security:** Provide secure premises for system installation.
* **Panel Cleaning:** Ensure regular cleaning of solar panels as per the agreed schedule (at least twice a week if the environment is dusty).
* **Electrical Upgrades:** Handle any upgrades or rectifications to the existing electrical system, including but not limited to interconnection of distribution boxes (DBs), earthing, backup generator and ATS integration, load breaker reassignments, and associated material and labor.
* **Three-Phase Connection:** Ensure a three-phase connection to the solar DB for the inverter to function properly. If unavailable, the Client shall provide one.
* **Internet Connectivity:** Ensure consistent and stable internet connectivity at the installation sites.
* **Access Control:** Ensure no unauthorized person has access to any key components of the system.
* **Load Enhancement:** Enhance sanctioned load on the electricity bill if required for net-metering.
* **Name Change on Bill:** Change the name on the electricity bill if required for net-metering.
* **MDI Meter Procurement:** Procure the MDI meter from DISCO if required at the site.
* **Timely Payment:** Make timely payments to the Contractor as per the agreement.
* **Insurance:** Obtain insurance for the system to mitigate risks of theft, environmental hazards, or other potential losses.

**5. Ownership of the System:**

* **Title and Ownership:** **ZESUN SOLAR SMC-PVT LTD** retains title and ownership of the contracted goods until full payment is made. In case of payment default, **ZESUN SOLAR** reserves the right to repossess the equipment, and the Client shall not hold ZESUN SOLAR responsible for any damages or seek recompensation.

**6. Conflict Resolution:**

* **Mutual Understanding:** The Parties enter into this Agreement in a spirit of mutual trust and intend to resolve all unforeseen matters or issues that arise in a spirit of mutual understanding.

**7. Cancellation of Order:**

* **Cancellation Charges:** A 10% deduction of the contract value will apply for cancellations after order confirmation. No deduction applies for cancellations made within 15 days of order confirmation.
* **Cancellation Request:** Submit cancellation requests via email or courier to the company's provided address.

**8. Force Majeure:**

* **Standard Conditions:** The supplier will not be held responsible for any damage due to Acts of God, War, Riot, Civil Commotion, Strikes, lockouts, or disturbances directly affecting the supply over which the supplier has no control.
* **Underground Infrastructure:** Any damage to underground infrastructure (pipes/wires/tiles, etc.) during boring will be the Client’s responsibility.

**9. Terms and Termination:**

* **Effective Date:** This Agreement is effective as of the last date of signature below.
* **Payment Failure:** Failure to pay the agreed amount will result in termination of warranty and O&M services.

**10. On-Grid System Working:**

* The system works in On-Grid mode to reduce the Client's electricity bill. It shuts down during grid outages for safety. Units generated are consumed directly, and excess electricity is exported and adjusted in the bill. Units remaining in credit are monetized by DISCO every three months and adjusted against peak units.

**11. Equipment & Accessories:**

* Equipment details and specs are mentioned in the proposal. Extra equipment sent to the site remains the property of ZESUN SOLAR and will be picked up upon site commissioning.

**12. Warranties:**

* **Warranty Terms:** Warranty terms are as per the proposal. Damage due to mishandling by the Client or third party, or unauthorized rectification, voids the warranty.

**Acknowledgement**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**ZESUN SOLAR SMC-PVT LTD**  
**Yasir Khan**  
Manager Sales - North Region

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