

1. Terms and Conditions for Solar Energy Loan

- 1.1. These terms and conditions must be read together with the terms and conditions stipulated in the Home Loan/Structured Loan and Singe Facility credit agreements.
- 1.2. This offering is open to all natural persons residing in the Republic of South Africa, over the age of 18 (eighteen) who must have a valid 13 (thirteen) digit South African identity document. This offering is also open to South African legal entities that apply for a Structured Loan or Single Facility.
- 1.3. All applications are subject to FirstRand Bank Limited's (the "Bank") credit approval criteria and the Bank's lending policies and practices, as amended from time to time.
- 1.4. This offering is not a guarantee of any nature, and the Bank reserves the right to vary, postpone, suspend, or cancel the offering at any time. If this happens, you agree to waive (give up) any rights that you may have in relation to this offering and agree that you will have no rights against the Bank.
- 1.5. The Bank can change the rules, terms and / or conditions of this offering throughout the duration of the offering. For convenience only, the date on which these rules, terms and / or conditions were last amended will be shown below the heading. It is your responsibility to check the rules, terms and / or conditions for amendments, if any.
- 1.6. This offering is only applicable to properties situated in the Republic of South Africa.
- 1.7. The benefits of this offering are not transferrable.
- 1.8. In order to qualify for the solar energy loan, you must have a property over which a mortgage bond is registered in favour of the Bank as the financing will be through your Home Loan/Structured Loan/Single Facility.
- 1.9. The solar energy loan can only be used to install a solar energy solution to the property over which the Bank has a registered mortgage bond linked to the Home Loan/Single Facility/Structured Loan.
- 1.10. If you have an existing home loan with unused Future Use funds and would like to have access to funds for the purposes of property improvement or a solar energy solution installation, that application may be considered immediately following registration of the mortgage bond, subject to completion of a credit assessment, property assessment and property valuation and you do not have to wait 6 (six) months after registration to apply for use of the funds.
- 1.11. If the property is a Sectional Title, you must provide the Bank with approval that is acceptable to the Bank from the trustees/managing agents together with the solar energy loan progress payment request form and supplier's quotation/invoice. The Bank will not pay the supplier until it is in receipt of the approval from the trustees of the body corporate/managing agents.
- 1.12. The loan amount requested will be advanced towards a minimum of 50% of the cost of the selected solar energy solution, subject to a minimum amount of R50 000.00. The solar energy loan is limited to 15% of the value of your property, subject to a minimum amount of R50 000.00. Should your application not proceed to bond registration in favour of the Bank, you will not be eligible for this offering.
- 1.13. You may select one of the Bank's approved / preferred suppliers which list of suppliers is available on the eBucks shop website www.ebucks.com, or your own chosen Solar Energy Solution supplier, which meet the Bank's accreditation criteria, in order to qualify for solar energy loan.
- 1.14. In the event that you avail of your own chosen Solar Energy Solution supplier, in order to qualify for the Solar Energy Loan, only quotations received from a renewable energy supplier that meets the following qualifying criteria will be accepted:
- 1.15. The supplier must be able to provide any evidence of training, qualifications and experience in Solar PV (examples of this include but are not limited to: SAPVIA PV Green Card, P4 Certificate from AREP, a reference list of completed projects); and
- **1.16.** The supplier must be able to provide evidence that the electrician who is responsible for signing off the Certificates of Compliance for the installer is registered with the Department of Labour.
- 1.17. Should the chosen supplier not meet the qualifying criteria, then you will be required to find an alternative supplier that meets the qualifying criteria.
- 1.18. While the Bank takes all reasonable precautions to make sure that the information given by you in relation to your chosen supplier meets the eligibility criteria and that the suppliers are accredited, it is your responsibility to verify your chosen suppliers, the information, privacy policies, products and / or services they provide.

- 1.19. While the Bank takes all reasonable precautions to make sure that the information given to you in relation to the Bank's approved suppliers is reliable, correct and accurate, we do not make any warranties (legally binding promises) about the approved / preferred suppliers, the information, privacy policies and / or services they provide.
- 1.20. The solar energy loan covers the full installation package for the solar energy solution however where the solar solution invoice amount is more than the solar energy loan approved, you must first pay the shortfall to the supplier which must reflect on the invoice as a payment before the Bank settles the remainder of the amount on the invoice.
- 1.21. The solar energy solution products selected by you for financing must be brand new. No previously used, sample or second-hand solar energy solution products will be financed.
- **1.22.** Following installation of the solar energy solution, the products that form part of the solution become a permanent fixture of the property, therefore are taken into account in the increasing value of the property.
- 1.23. Should you remove the solar energy solution, this will affect the value of the property and you remain liable to pay for the loan, including the amount advanced towards installation of the solar energy solution/s.
- **1.24.** When you apply for a restructure of the Single Facility or Structured Loan or for a Further loan, Future use and / or Readvance, the supplier's quotation / invoice must be submitted together with the application form as a supporting document.
- 1.25. For purposes of a new Home loan/Structured Loan/ Single Facility application and Switch applications, you will be responsible for providing the supplier's quotation / invoice, after bond registration, before payment to the supplier.
- 1.26. It is a condition of the loan to insure the solar energy solution product, you may do so with an insurer of your choice. Solar energy solution products and services are covered by your Home Owner's Cover policy when insured through FNB Short Term Insurance (FNB STI). FNB STI requires that installations should be conducted by a certified supplier and electrician. The value of the solar energy solution must be added to your sum insured or replacement value. It is your responsibility to ensure that the solar energy solution is included in your cover.
- 1.27. The solar energy loan forms a part of the Home Loan, Structured Loan and Single Facility and therefore, the term of the solar energy loan will be the same as the term of the Home Loan/Structured Loan or Single Facility.
- 1.28. You have 6 (six) months post bond registration (if applicable) or from when the funds are available for pay-out to install your solar energy solution.
- 1.29. The solar energy loan amount will be held as a retention amount, until a supplier quote/invoice and completed solar energy progress payment request form is received to pay the supplier the deposit.
- 1.30. Should the solar energy loan amount not be utilized in full or not be utilized within 6 (six) months of the loan being made available for use, the solar energy loan portion will be held as a retention amount and inaccessible to you. Access to the funds thereafter will be subject to a full credit assessment and valuation of the property.
- 1.31. The Solar energy loan will not be paid to the supplier in the event of your home loan/Single Facility/Structured loan account status being in default, you must be in good standing on your bond account for the loan to be paid. Only exception is where customer goes into default post deposit being paid to supplier before final payment.
- 1.32. Should you be dissatisfied with the installation, you must address your dissatisfaction directly with the supplier. We are not responsible for the quality of solar energy installation. We will not be held liable for faulty workmanship or dispute resolution between you and the supplier.
- 1.33. We have negotiated standard discounts of up to 20% off the purchase price of the solar energy solution with our preferred suppliers for the Bank's Customers. The Bank is not liable for further discounts / prices that you negotiate with your selected supplier. We will provide the funding in line with the quotation/invoice you submit from the supplier, and you remain liable for the full amount advanced for purposes of fulfilling the loan agreement.
- 1.34. While we provide the website addresses for our approved / preferred suppliers, we will not, directly, or indirectly, be liable for the information on their websites.
- 1.35. We make no warranties (legally binding promises) that the Bank's approved / preferred and / or your own selected / chosen supplier's service will be error free or that your access to contacting them will be continuous or uninterrupted. You understand that you avail of the loan and make use of the suppliers at your own risk and discretion.
- 1.36. You specifically acknowledge and agree that we will not be liable for any direct, indirect, incidental, special or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses resulting out of or in connection with your use or inability to use any of the products / services of the suppliers.
- 1.37. If the supplier quotation / invoice is less than the approved solar energy loan amount, the excess amount will not be paid to you and will be held as a retention amount, which will not be accessible to you. To access the excess amount, a full credit assessment and property valuation will have to be performed by the Bank.
- 1.38. To request payment to the selected supplier for the solar energy solution, you will have to send us the following documents via

email (buildingloans.progressdraws@rmbprivatewealth.co.za) or by uploading them onto the FNB App using the nav» Home home loan application tracker:

- 1.38.1. Completed solar energy loan progress payment request form supported by a supplier quotation / invoice to pay the deposit.
- 1.38.2. Completed solar energy loan final payment request form supported by an electrical certificate of compliance *and an updated Home Owner's cover policy covering the installed solar energy solution.*
- 1.39. If the supplier has been successfully vetted and thus meets the Bank's accreditation criteria mentioned above, then the payment to the supplier will be processed within 5 (five) business days of receipt of the aforementioned progress payment requests.
- 1.40. The supplier must have an active business banking account, that is in the name of the supplier, into which payment may be made. Payment will not be made to the supplier into any other type of account that is not an active business banking account that is in the name of the supplier.
- 1.41. Failure to provide details of the suppliers active business banking account will result in the funds remaining retained until the customer is able to provide details of a supplier who will provide details of their active business banking account.
- 1.42. Notwithstanding any of the above, the grant of any benefit in terms of these rules is at our sole discretion.

2. The following applications, offerings and features are excluded from this offering

- Building loans product
- Securities Based Lending product
- Pension Backed loans
- FLISP and Scheme offering types
- Substitution of debtor applications
- Home Loan application for a Substitution of Debtor
- Foreign National and Non-resident customers
- Accounts not in good standing
- Accounts under debt review, or debt restructuring plan
- · Applications for Islamic Finance

3. General Rules

- 3.1. You may not attempt to do anything to change the outcome of the offering in any way.
- 3.2. The clauses in these rules are severable. This means that if any clause in these rules is found to be unlawful, it will be removed, and the remaining clauses will still apply.
- 3.3. Where any dates or times need to be calculated in terms of this offering, the international standard time: GMT plus two hours will be used.
- 3.4. While the Bank may allow you extra time to comply with your obligations or decide not to exercise some or all of its rights, or waive certain requirements, the Bank can still insist on the strict application of any or all of its rights at a later stage. You must not assume that this means that the rules have been changed or that it no longer applies to you.
- 3.5. You must send all legal notices to FNB Legal, 3rd Floor, No 1 First Place, Bank City, Johannesburg, 2001.
- 3.6. This Campaign and its rules will be governed by the laws of the Republic of South Africa regardless of where you live or work.
- 3.7. Any costs or expenses incurred in respect of items not specifically included in the offering and/ or allocation are for your own account. The Bank will not be responsible for any other expenses which you may incur as a result of your acceptance and/ or use of an offering and/ or allocation, whether foreseen or not.
- 3.8. To the extent that any taxes, duties, levies, or other charges may be levied on an offering and/ or allocation by the State or any other competent government or regulatory body, you will be liable therefor, and the Bank will not increase the value of the allocation and/ or offering to compensate for such charges.

4. Important

- 4.1. You agree to indemnify the Bank fully for any loss or damage that the Bank may suffer because you breached the offering terms, conditions and/ or rules. This means you agree to reimburse the Bank for the following: any loss or damage that the Bank may suffer and any expenses and costs the Bank paid or is responsible for. Legal costs mean costs on an attorney and own client scale.
- 4.2. You also agree to indemnify the Bank for any loss or damage you suffered because you took part in this offering or used the allocation and/ or offering. If you enter yourself or use or accept the allocation and/ or offering, you understand that you do so out of your own free will. This means that you cannot hold the Bank legally responsible for any loss or damage or legal expenses you

- suffered because you took part in this offering or used the offerings or allocation.
- **4.3.** You will protect the Bank from being held legally responsible for the loss or damage or legal expenses of another person (juristic or natural) if such loss or damage or expense was incurred because you: a) breached the offering terms, conditions and/ or rules b) took part in this Campaign or c) and such person used the allocation or offering.
- 4.4. It is recommended that you obtain independent professional advice regarding any tax implications arising from this offering.
- 4.5. You are fully responsible for any tax implications arising from or associated with this offering.