

**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN**

CASE NO. D1162/25

In the matter between:

ARTSOLAR (PTY) LIMITED

APPLICANT

And

BRETT LATIMER

FIRST RESPONDENT

KANDACE SINGH

SECOND RESPONDENT

SHALENDRA HANSRAJ

THIRD RESPONDENT

BONGANI HANS

FOURTH RESPONDENT

FILING NOTICE

SIRS,

KINDLY TAKE NOTICE that the First Respondent files the following:

1. Answering Affidavit of B A Latimer (First Respondent);
2. Affidavit of Shalendra Hansraj (Third Respondent);
3. Confirmatory affidavits of Bhavna Harricharan and Paul Anthony Beltramo.

DATED AT WESTVILLE THIS 25TH DAY OF MARCH 2025.



M.S. OMAR
First and Third Respondent's
Attorney

M.S.OMAR & ASSOCIATES

28 Rhodes Avenue
Westville
Durban
TEL: 031 3063282
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msomarlaw@gmail.com

**TO: THE REGISTRAR OF THE ABOVE HONOURABLE COURT
DURBAN, KWAZULU-NATAL**

AND TO: MACGREGOR ERASMUS ATTORNEYS INC.

Applicant's Attorney
1st Floor, Bond Square
12 Browns Road
The Point
DURBAN
Tel: 021 2018955
Ref: JM Klingbiel/sv/ART1/0008
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lauren@meattorneys.co.za
sandra@meattorneys.co.za

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ANSWERING AFFIDAVIT

I, the undersigned,

BRETT ANDREW LATIMER

Do hereby make oath and state as follows;

1.

I am the First Respondent herein. The facts deposed to herein are within my personal knowledge and belief and are true and correct, unless the context indicates otherwise.



2.

I have read the founding affidavit dated 24th March 2025 deposed to by Babinchand Seevnarayan. (**“the founding affidavit”**)

3.

In the short time available (1 day), as service was effected on Monday, 24 March 2025, around midday, I deal with the frivolous allegations in the founding affidavit below, but reserve the right to amplify my affidavit at a later stage should this become necessary.

4.

NO URGENCY

- 4.1 This is a commercial matter and there is clearly no urgency.
- 4.2 The applicant seeks to effectively ban by way of a court order a possible publication of an article in the newspaper before it has even **“seen the light of day”**.
- 4.3 It is trite law that a court shall not shut the mouth of the media unless the fact-specific circumstances convincingly demonstrate that the public interest is not served by such publication.
- 4.4 The allegations in the founding affidavit are based on mere conjecture or speculation, and the applicant has failed to establish any prejudice.
- 4.5 There is no evidence that any possible publication is defamatory and is yet to be established that the alleged defamation complained of is unlawful.
- 4.6 An award of damages is usually capable of vindicating the right to reputation if it is later found to have been infringed, and an anticipatory ban on potential publication will seldom be necessary for that purpose.



- 4.7 This application is frivolous and vexatious and an abuse of the urgent court's process. It is brought for an ulterior purpose, namely, to gag the Respondents from exposing the truth in the interests of justice.
- 4.8 It must be struck off the roll, for want of urgency, together with costs on a punitive scale, including the costs of counsel.
- 4.9 In so far as may be necessary, I deal with the merits below.

5.

SUPPORTING AFFIDAVIT OF THIRD RESPONDENT

I refer to the affidavit of the Third Respondent ("**Hansraj**") which is filed evenly herewith. He worked for the Applicant initially as its Financial Manager and later as Commercial Manager from July 2019 until 27th December 2023. He was actively involved in the entire procurement process from the placement of orders for solar panels from China to the finalized products which arrived at the ARTsolar factory, in New Germany, Durban. He confirms that:

"ARTsolar was importing some 95% of our solar modules from China. This was contrary to the marketing material which included social media posts, company overviews, sale pitches from sales staff always relayed that ARTsolar was a local manufacturer of solar modules".

6.

It is significant that in the overview document issued by ARTsolar in August 2022, as set out in annexure "A" hereto, and which forms part of its contractual documentation, and which was furnished to my company, ARTsolar states as follows:



“ARTsolar proudly stands for African Renewable technologies. We are a 100% locally-owned Solar PV module manufacturer established in 2010 and remain pioneers in the industry. With over a decade of industry experience, we offer credible, reliable and cutting-edge turnkey solutions...”

“Local expertise Local support Local Guarantees Local Solar Panels Local Job Creation...”

“Why ARTsolar? Our production facility is fully capable of laminating, framing and testing PV modules...”

“Locally manufactured panels with a 30-year linear power output guarantee...”

7.

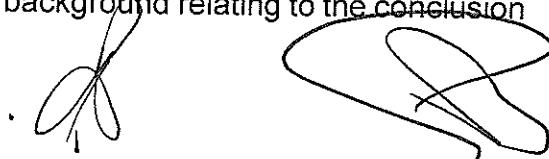
As appears from the data sheets, forming part of the document described as Solar PV Proposal, referred to in paragraph 4.1 of the agreement, at page 22 of the papers, which is annexed hereto being annexure “A1”, the following is stated by ARTsolar:

***“South African Modules
Local Content Compliant
Supports Local Job Creation
South African Owned
Locally Guaranteed”***

8.

RELEVANT BACKGROUND TO AGREEMENT

It is important at this stage to set out the relevant background relating to the conclusion



of the written agreement between the Applicant and Oxford Family Supermarkets (Pty) Ltd referred to in paragraph 8 of the founding affidavit, as set forth below:

- 8.1 On or about July 2022, I was introduced to ARTsolar (Pty) Ltd ("**ARTsolar**") by Kandace Singh ("Ms Singh"), the Second Respondent herein, who was the business relationship manageress of ARTsolar at the time. Considering her presentation that ARTsolar, established in 2010, is the first and only 100% locally owned manufacturers of Solar PV Modules ("Solar Panels"), with a manufacturing factory in New Germany, KwaZulu-Natal ("100% local").
- 8.2 This caused me to make them the preferred service provider for Oxford, even if the costs were to be higher than its competitors who were and are importing the Solar PV Modules.
- 8.3 It is apparent that ARTsolar's assertion that it is 100% local is false. This constituted a misrepresentation to both the public, and certain State entities, from whom they received funding at discounted rates. In the light of the said misrepresentations, these State entities, are *inter alia*, the DTI and the IDC.
- 8.4 It is instructive that the fact that prominent and respected businessman like Patrick Goss ("Mr Goss") and Eshu Seevnarayan ("Mr Seevnarayan") are shareholders of ARTsolar, and Mr Seevnarayan also being Chairman, bolstered me to believe that ARTsolar is 100% local.

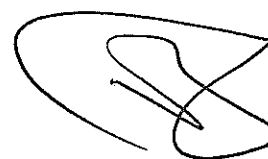
SITE VISIT : 2ND AUGUST 2022

- 8.5 On 2 August 2022, ARTsolar conducted a site visit at Oxford, Hillcrest. The site visit was attended by the Sales Team Leader, Ms Singh, Chad Riley ("Mr Riley") and the Head of Projects, Kershlyn Govender ("Mr Govender")



PRESENTATION : 5TH AUGUST 2022

- 8.6 On or about 5 August 2022, a presentation and proposal discussion took place at Oxford Head Office. The meeting was attended by my partner Paul Beltramo ("Mr Beltramo") and I, on behalf of Oxford and Ms Singh, the Technical Manager and the PR Engineer, Denesh Rampersadh ("Mr Rampersadh"), Mr Govender and Mr Riley, on behalf of ARTsolar.
- 8.7 At the meeting, Mr Riley, Mr Rampersadh and Mr Govender presented the ARTsolar company overview and the proposal to Paul and I. It is apposite to mention, that several times during the presentation, it was emphasised that ARTsolar is the only 100% locally owned Solar PV Module Manufacturer, in South Africa.
- 8.8 During the presentation, they also listed, and referred to various key points, some of which were listed on the ARTsolar company overview as to why Oxford should choose ARTsolar as their preferred service provider, namely local expertise; local support; local guarantees; local solar panels; local job creation; ARTsolar's production facility being fully capable of laminating, framing and testing PV modules, locally manufactured panels with a 30-year linear power output guarantee; ARTsolar being proudly South African and ARTsolar utilising local content and local warranties.
- 8.9 Annexed hereto and marked "A" is a document handed out during the presentation containing ARTsolar's Company Overview.
- 8.10 These advantages of the product benefits mentioned hereinabove, were delivered with passion, conviction, and reassured by Mr Govender, Mr Rampersadh and Mr Riley. Confidence in the product was buttressed by Mr Govender's claim that he was a qualified Electrical Engineer. The comfort provided by these three professionals vouching for and endorsing ARTsolar



as 100% local was reassuring and compelled my decision in selecting ARTsolar as my preferred service provider.

28th OCTOBER 2022 : NEW FACILITY LAUNCH

- 8.11 On or about 28 October 2022, after being invited, I attended ARTsolar's new facility launch at their premises in New Germany. At facility launch, I met many long-standing friends and business associates. My confidence in ARTsolar was strengthened by the level of support received at the launch from various industry bodies, namely, the Industrial Development Corporation of South Africa Limited, the Department of Trade, Industry and Competition, and Trade and Investment KwaZulu-Natal.
- 8.12 The various presentations by ARTsolar; particularly, the three aforesaid relevant bodies who highlighted the benefits of local manufacturing, job creation and its positive impact on the industry, was compelling and induced me to choose ARTsolar as the preferred service provider.
- 8.13 The abovementioned, together with the fact that the IDC partnered with ARTsolar, on the project by providing Capex and working capital funding of R96.3 million to manufacture modules locally, gave me a great feeling of pride to be a part of the local contribution towards sustainable growth, job creation and advancing Black Economic Empowerment initiatives and objectives.
- 8.14 Being a fiercely proud South African, it gave me a great sense of achievement and I considered it my obligation to support a local BBEE company, and to contribute to the upliftment and empowerment of the poorest of the poor. I then exercised my basic constitutional rights to buy Proudly South African manufactured products under the oversight of the SABS, the DTIC, and the IDC.



24th JANUARY 2023 : VISIT TO ARTsolar FACILITY

- 8.15 On or about 24 January 2023, after being invited, Mr Beltramo and I attended a meeting at the ARTsolar facility situated in New Germany. The ARTsolar representatives were Mr Govender, Mr Riley, Kandace Singh, and head of commercial, Shalen Hansraj ("Mr Hansraj"), the Third Respondent herein.
- 8.16 During the meeting, Mr Govender informed Mr Beltramo and I that ARTsolar had an advantage over other service providers because ARTsolar manufactured panels locally, and because they were manufactured locally, it was less prone to cracks that sometimes occur when being transported from China to South Africa.
- 8.17 The Head of Facilities at ARTsolar, Shekar Inderlal ("Mr Inderlal") and Mr Govender gave Mr Beltramo and I a tour of the factory. During the tour, we observed, what appeared to be, manufacturing of solar panels. Paul and I were advised that the factory was short-staffed on the day, and that during normal production, the facility manufactures 1760 panels per day. Although, I later learnt that this was not true, during an interview, the General Manager of ARTsolar, Viren Gosai ("Mr Gosai") confirmed what was said during our tour.
- 8.18 Paul Beltramo and I were persuaded by ARTsolar's representations that they manufactured solar panels locally and that the risk of damage in transit was eliminated if the solar panels were to be imported.
- 8.19 It was clear to me, based on the abovementioned representations, entering a contractual arrangement with ARTsolar was the right decision. Accordingly, I made a verbal commitment that Oxford would support ARTsolar going forward with a projected pipeline of approximately R20 million worth of purchases.



8.20 During early 2023, I had encountered Mr Gosai on four occasions; however, he ignored me on all these occasions. I found this indifferent attitude most concerning because Mr Gosai had not attended any of the commercial engagements between Oxford and ARTsolar, despite him being the General Manager, and Oxford being a potential R20 million client.


8.21 I had spoken about the above with Mr Moses Thembe, ("**Mr Thembe**") whom I met at the ARTsolar facility launch in October 2022. Mr Thembe was also a common acquaintance between Mr Seevnarayan and I. Mr Thembe highly recommended ARTsolar and advised me that Mr Seevnarayan is a man above reproach, and suggested that we meet to discuss my concerns.

3RD MARCH 2023 : LUNCH MEETING

8.22 On or about 3 March 2023, I attended a Lunch Meeting with Mr Seevnarayan. One of my points of discussion related to the attitude of Mr Gosai. Mr Seevnarayan undertook to speak to Mr Gosai and advised me that such behaviour was unacceptable, and Mr Gosai was dispensable. Mr Seevnarayan asked me to consider staying with ARTsolar and reassured me of the Company's attributes being a Proudly South African Local BBBEE Manufacturer driving local job creation and economic growth.

14TH APRIL 2023 : AGREEMENT

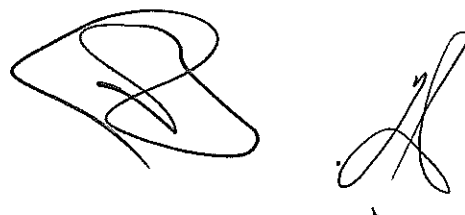
8.23 Based on the primary material representation made by ARTsolar that it was the sole local manufacturer of solar panels; I committed to continue with ARTsolar. On the 14 April 2023, the signed sale agreement between Oxford and ARTsolar was concluded, being Annexure "A" to the founding affidavit. The deposit to procure the material was so paid, and the project commenced on or about 4 July 2023.



- 8.24 On or about 9 October 2023, I received proposals for the Solar PV system in respect of Oxford Bluff and Oxford Waterfall. I noted a price variation as compared to the Oxford Hillcrest quote, wherein there was a significant decrease of approximately R1million. Annexed hereto and marked "B", "C" and "D", respectively are copies of the two proposals.
- 8.25 The installation of the Solar PV System were completed on or about 6 October 2023 and a technical handover was conducted by ARTsolar at a meeting held on 11 October 2023 at Oxford Head office.
- 8.26 The key representatives from ARTsolar were Mr Hansraj, Mr Rampersadh, Mr Govender, Mr Riley and Ms Singh. The Oxford representatives were Mr Beltramo, Tyrel Marimuthu, Sarika Govindsamy, Bhavana Harricharan ("Ms Harricharan"). The system was handed over to Simon Munnik of Rawlins Wales and Partners.
- 8.27 I did not attend the meeting as I felt disappointed due to the new quotations being approximately R1 million cheaper.

2ND NOVEMBER 2023 : OFFICIAL HANDOVER OF OXFORD HILLCREST

- 8.28 The official handover of the system was held at the Oxford Head office on or about 2 November 2023. The ARTsolar attendees were Mr Seevnarayan, Mr Govender, Mr Riley and Ms Singh. The Oxford attendees were Mr Beltramo, Ms Harricharan and I.
- 8.29 In or about the end of 2023 and the beginning of 2024, we heard rumours from competitors and ex-installers that ARTsolar did not manufacture its own solar panels but imported them. After conducting a brief investigation, the rumours were proven true.

Two handwritten signatures in black ink. The signature on the left is a large, stylized, cursive signature. The signature on the right is a smaller, more compact cursive signature.

- 8.30 On or about 26 January 2024, Ms Harricharan, on behalf of Oxford, emailed Mr Govender to enquire if the solar panels purchased by Oxford are locally manufactured as per his sales pitch and statement, in the following terms:
- “Further to Brett’s instruction, kindly confirm that the panels installed, as per your sales pitch and statement, at Oxford Freshmarket Hillcrest, were locally manufactured by Artsolar at the production plant in New Germany.”*
- 8.31 Annexed hereto ad marked Annexure “E” is a copy of the said email.
- 8.32 Between 26 January and 1 February 2024, Ms Harricharan made several attempts to call Mr Govender, but all attempts were futile.
- 8.33 On 2 February 2024, we received a written response to our email dated, 26 January 2024, being annexure “E”, from Mr Govender as follows:
- “We confirm that the modules supplied to Oxford were completed by ARTsolar’s Approved OEM (Original Equipment Manufacturer). The modules also underwent the various local processing standards which are accepted by the DTIC”*
- 8.34 Annexed hereto ad marked Annexure “F” is a copy of the said email.
- 8.35 This email (annexure “E”) means that, although the modules were apparently tested locally, they were in fact manufactured abroad in China, being the original equipment manufacturer, and contrary to ARTsolar’s public representations that it was the only local manufacturer of solar panels.
- 8.36 On 3 February 2024, I messaged Mr Thembe, as he had recommended ARTsolar, and advised him of what I had uncovered about ARTsolar, namely, that the solar panels were not manufactured locally but in fact imported. I informed Mr Thembe that ARTsolar had confirmed on email that



the solar modules were not manufactured at their production facility. I elaborated that this was a mockery of job creation and reminded Mr Thembe that my main reason for utilizing ARTsolar was to be true to my BBBEE commitments as a South African businessman.

8.37 On 6 February 2024, I addressed a letter to Mr Seevnarayan wherein I highlighted my concerns, and requested him to advise whether the solar panels installed at Oxford Hillcrest were manufactured in South Africa, as follows:

“Kindly advise whether the solar panels installed at Oxford Hillcrest were manufactured in South Africa as represented by Kershlyn Govender alternatively manufactured in China and imported by ARTsolar”.

8.38 Annexed hereto and marked Annexure “G” is a copy of the said letter.

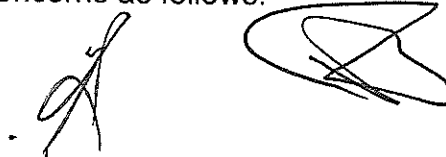
8.39 On 9 February 2024, Mr Gosai in a public interview with CNN, expressly stated as follows:

“We (ARTsolar) are a locally homegrown PV manufacturing business ... effectively, we make 1760 solar panels a day at peak capacity”.

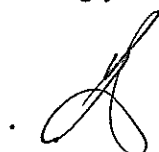
8.40 I have not received a response to the letter dated 6 February 2024. However, on the 13 February 2024, we received a letter from ARTsolar’s attorneys TMJ, requesting that I provide an undertaking to withdraw complaints raised in my letter dated 6th February 2024. The letter also stated that if I fail to provide the appropriate undertaking, ARTsolar / Mr Seevnarayan will consider approaching the High Court for an interdict to restrain me.

8.41 Annexed hereto and marked Annexure “H” is a copy of the said letter.

8.42 On 27 March 2024 my appointed attorney at the time, Norton Rose Fulbright, wrote to TMJ Attorneys highlighting my concerns as follows:



- 8.42.1 upon inspecting the packaging of the solar panels installed at Oxford Hillcrest, we noticed the name Einnova Solarline and the SABS logo.
- 8.42.2 We established that Einnova Solarline Energy Corporation Limited is a solar panel manufacturer operating out of China.
- 8.42.3 We have been advised that in order for the SABS logo to appear on the product, the manufacturing process must have been audited and the product must have undergone a quality and assurance test at SABS.
- 8.43 Annexed hereto ad marked Annexure "H1" is a photograph of one of the boxes.
- 8.44 The said photographs was taken prior to the boxes been removed by ARTsolar.
- 8.45 We requested clarification whether the solar panels were manufactured in South Africa or China and whether the panels underwent the requisite SABS quality and assurance testing.
- 8.46 Annexed hereto ad marked Annexure "I" is a copy of the said letter.
- 8.47 On 4 April 2024, we received a response from TMJ referring us to the letter received from Mr Govender on 2 February 2024, advising that ARTsolar / Mr Seevnarayan does not wish to engage further in any matters.
- 8.48 I could not understand the response herein as none of our concerns or questions have been answered in any of the responses.
- 8.49 On 4 April 2024, Norton Rose Fulbright wrote to TMJ highlighting ARTsolar's / Mr Seevnarayan's refusal to answer our questions relating to what had been presented to me thus leaving me with no alternative but to engage the relevant regulatory authorities accordingly.



- 8.50 We received a response described as “Noted” from TMJ attorneys.
- 8.51 Annexed hereto and marked Annexure “J” and “K” respectively are copies of the said letters.
- 8.52 To summarise my experience with ARTsolar, I went from euphoria and proudly South African to being completely disenchanted, disillusioned and disgusted at the situation I found myself and my Company in.
- 8.53 I had been deceived and duped because ARTsolar did not manufacture my Solar panels. A Chinese company manufactured my Solar Panels. ARTsolar was in fact importing the solar panels from China, whilst deliberately misrepresenting to customers and the public that the solar panels were manufactured locally at their production facility in New Germany, Pinetown.
- 8.54 As further proof, I annexed hereto marked “L”, an On-Board bill of lading no. ending 51103 showing that 22 packages of solar modules were shipped from Shanghai on the 19 May 2023, by the Chinese supplier, Einnova Solarline Energy Corporation Limited, to the buyer or consignee ARTsolar (Pty) Ltd. Each package contained thirty-one solar panels, so that this particular shipment consisted of 682 solar panels, which were imported and received by ARTsolar in Durban.
- 8.55 In this regard, I refer to the affidavit of Mr Hansraj, which is filed evenly herewith.
- 8.56 I had innocently and in good faith aided and abetted a company to enjoy an unfair advantage over its competitors that import Solar Panels and borrow funding from financial institutions at high interest rates. (whereas ARTsolar obtained finance at preferential rates from the IDC, on the basis that it was a local manufacturer promoting job creation and growth). These competitor companies (who import their solar panels) have no chance of obtaining IDC loans at preferential rates.



- 8.57 Had I known what I know today, I most definitely would not have supported ARTsolar, or, otherwise, I would not have concluded the Agreement, being annexure "A" to the founding affidavit.
- 8.58 It is respectfully submitted that it is apparent from this affidavit that, in consequence of ARTsolar's misrepresentation that it is 100% local, to the prejudice of its competitors they are receiving an unfair advantage; both at the level of attracting clients, and at the level of obtaining preferential interest loans, which are earmarked for 100% local manufacturers.
- 8.59 In conclusion, in this industry, there must be fair-play and equal treatment for all its members. I am quite certain that all of us in business want to put our shoulders to the wheel and be a part of building a new South Africa together, based on transparency, equality, and attaining the objectives of the Broad Based Black Economic Empowerment Act, 33 of 2003.

9.

I turn to canvass the allegations in the founding affidavit in so far as may be necessary, in the limited time available. Any allegation not specifically addressed must be deemed to be denied.

10.

AD PARAGRAPHS 1, 2, 3, 4 AND 5.

Save to say that the Second Respondent is not employed by the Oxford Family Supermarket Group, I do not dispute the allegations set forth in paragraphs 1, 2, 3, 4 and 5.



11.

AD PARAGRAPH 6

It is mandatory that the Fourth Respondent is served personally.

12.

AD PARAGRAPHS 7, 8 AND 9

I admit paragraphs 7, 8 and 9 of the founding affidavit. The contractual documentation includes annexures "A" and "A1" as stated above.

13.

AD PARAGRAPH 10

Save to say that the Second and Third Respondents were at the time employed by the Applicant, the allegations in paragraph 10 are denied.

14.

AD PARAGRAPH 11

Save to say that the Applicant was paid the full purchase price, I specifically deny that "the Applicant complied with its obligations in terms of the agreement".

15.

AD PARAGRAPH 12

The contents of paragraph 12 are not in dispute.

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16.

AD PARAGRAPH 13

The Third Respondent is currently employed by the Oxford Group. I otherwise deny each and every allegation in this paragraph.

17.

AD PARAGRAPH 14

I deny the contents of paragraph 14 of the founding affidavit.

18.

AD PARAGRAPHS 15, 16, 17, 18, 19 and 20

I dispute the contents of paragraphs 15, 16, 17, 18, 19 and 20 of the founding affidavit. The email (annexure "B") constitutes hearsay evidence, is inadmissible and must be struck off. On any basis, the email gives the Applicant a fair opportunity to address the central issues, but the Applicant has failed to respond.

19.

AD PARAGRAPHS 21 to 30

Each allegation in paragraphs 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 is denied.

20.

I reiterate that the Applicant's case is based on mere conjuncture or speculation and

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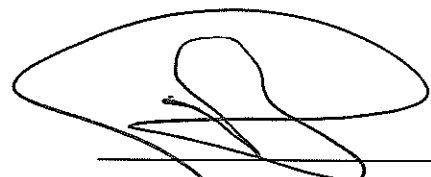
is frivolous and vexatious, and a manifest abuse. Freedom of speech is hard-won and precious asset. The courts have set a very hard threshold for an interdict (whether interim or final) against allegedly defamatory speech. There is not a shred of evidence that there is an imminent risk of the publication of defamatory statement. The Respondents should not be deprived of the truth-finding facilities of trial proceedings – discovery, subpoena and cross examination, by way of example. The Applicant has an alternate remedy available to vindicate its reputational rights in the form of action for damages. The Applicant has failed to establish a right for the relief it seeks.

21.

The Applicant is seeking a “gagging order” which violates the right of freedom of expression enshrined in section 16(1) of the Constitution, which includes press and other media, as well as the freedom “to receive and impart information and ideas”.


22.

In all the circumstances, the application must be dismissed with costs on an attorney and client scale, including the costs of senior counsel, on the applicable scale “C”, and to include all costs previously reserved.



BRETT ANDREW LATIMER

SIGNED and SWORN/AFFIRMED to before me at Westville on this 25th day of **MARCH 2025**, the Deponent having acknowledged that he knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903





dated the 10th July 1998.



COMMISSIONER OF OATHS

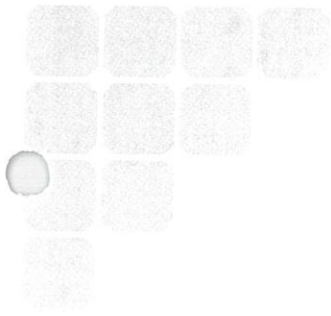
FULL NAMES:

STATUS:

STREET ADDRESS:

YUSUF M. PARUK CA(SA)
SAICA No: 00209564
Commissioner of Oaths (RSA)
Chartered Accountant (SA)
24 KINGS AVENUE, Westville, 3629
Tel: 031 267 2035

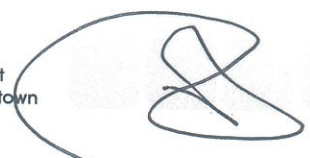




"A"
ARTsolar[®]
LOCAL | POWERFUL | GUARANTEED



Tel: +27 31 100 1019 | Email: sales@artsolar.net | Website: www.artsolar.net
Address: Gate 3, 124 Escom Road, Units 10 & 11, New Germany Industrial Park, Pinetown



WHO ARE WE?

ARTsolar proudly stands for African Renewable Technologies. We are a 100% locally-owned Solar PV module manufacturer established in 2010 and remain pioneers in the industry. With over a decade of industry experience, we offer credible, reliable and cutting-edge turnkey solutions.



LOCAL. POWERFUL. GUARANTEED.



OUR PEDIGREE

Our technologically advanced upgraded facility ensures that we remain a dynamic local PV manufacturer producing industry-leading Solar PV modules well into the future. Our panels hold local warranties and are featured across projects ranging from residential, commercial, and industrial turnkey solutions to large utility scale projects throughout the African continent.

Our in-house installation teams undergo consistent and extensive technical training and skills development to ensure that all turnkey solutions are efficient, compliant, and sustainable. Our installation teams consist of qualified, professional engineers who are certified in accordance with all global industry standards and practices.




WE OFFER



Compliant bespoke turnkey solar solutions



Regulatory and Compliance Report



Solar Energy Metering



Solar Energy Technical Services
Corrective Engineering



Solar Energy Monitoring and
Maintenance



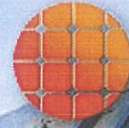
Energy Audit



Solar Energy Feasibility, Design and
Financial Study

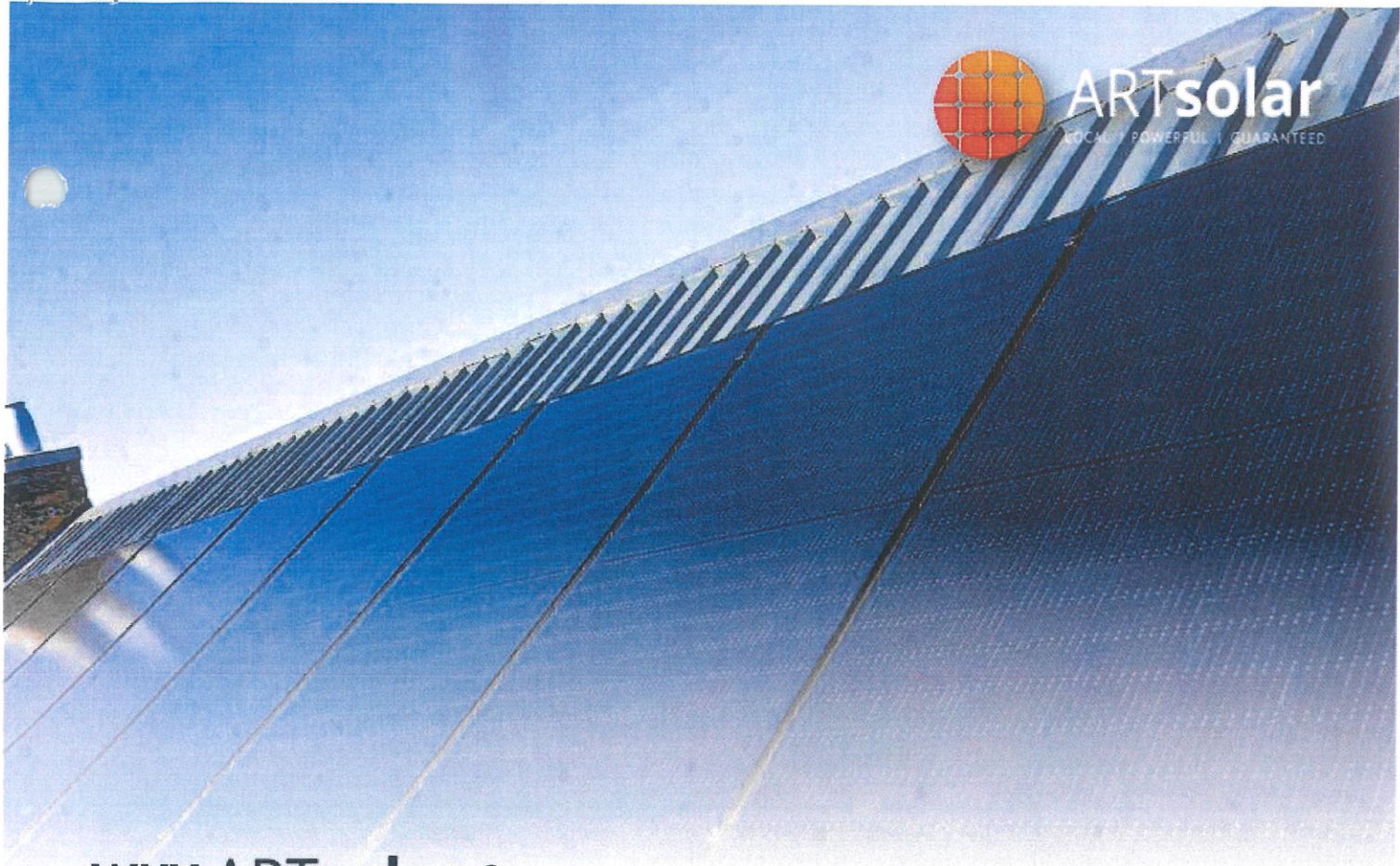


LOCAL EXPERTISE | LOCAL SUPPORT | LOCAL GUARANTEES | LOCAL SOLAR PANELS | LOCAL JOB CREATION



ARTsolar

LOCAL | POWERFUL | GUARANTEED



WHY ARTsolar ?



Our production facility is fully capable of laminating, framing and testing PV modules



Project Execution from Inception to Project Completion



Locally manufactured panels with a 30-year linear power output guarantee



Providing technical support to third party installers and Business Partners



Certified and accredited professional engineers



Installations done by in-house qualified installers



Long-lasting solar PV performance



We are Proudly South African



Local content and local warranties



SANS compliant installations.

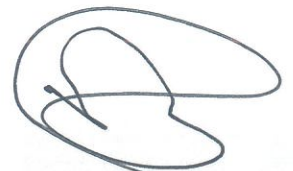


Certified quality guaranteed



The latest market products

LOCAL EXPERTISE | LOCAL SUPPORT | LOCAL GUARANTEES | LOCAL SOLAR PANELS | LOCAL JOB CREATION



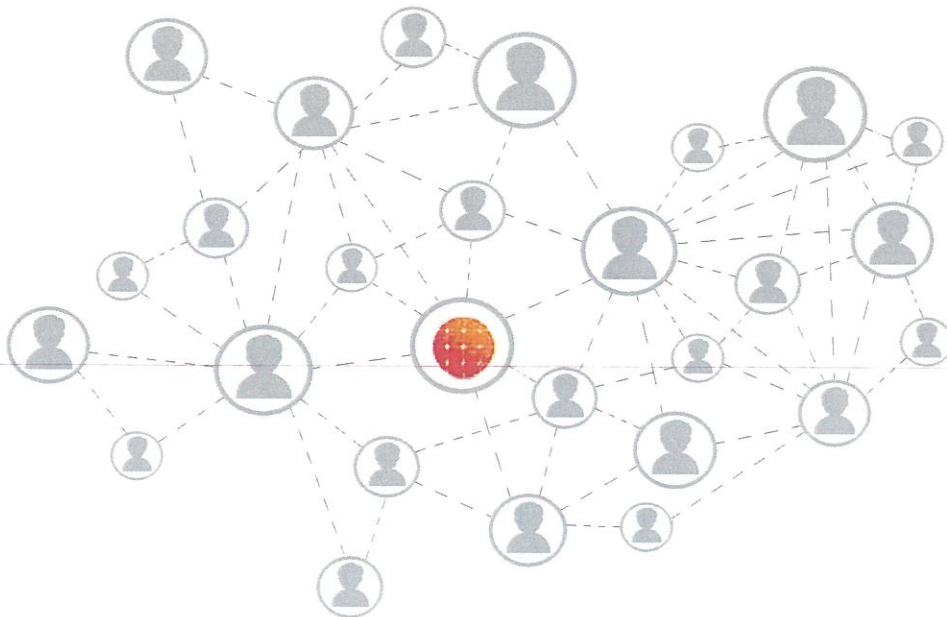
OUR PRODUCTS CREATE

LOCAL JOBS

We are able to provide direct employment opportunities for both skilled and unskilled individuals and indirect employment opportunities through suppliers, contributing to the livelihood of South Africans.

LOCAL OPPORTUNITIES

We create opportunities for numerous local companies and organizations that provide products and services to the solar PV industry.



LOCAL ECONOMIC TRANSFORMATION

As a proudly South African company, we utilise the services of various local suppliers. We take pride in our ability to influence the local economy and actively contribute to South Africa's goal of economic transformation.

LOCAL EXPERTISE

We have significantly empowered young South Africans with extensive technical training and skills, enabling them to network and gain exposure within the industry.





ARTsolar[®]
LOCAL | POWERFUL | GUARANTEED

ARTsolar provides bespoke turnkey renewable solutions for you and your business. Our solar panels have been designed to meet your aesthetic and performance requirements, from our sleek, full black mono-percium mono-facial modules to our bi-facial modules.



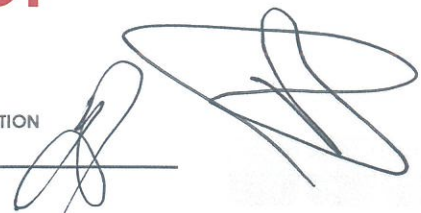
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GUARANTEED.

LOCAL EXPERTISE | LOCAL SUPPORT | LOCAL GUARANTEES | **LOCAL SOLAR PANELS** | LOCAL JOB CREATION

 www.artsolar.net

 sales@artsolar.net

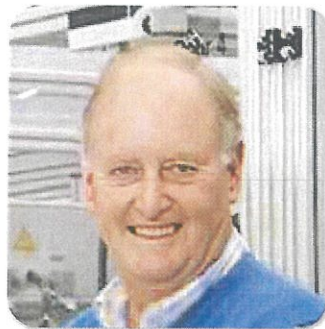
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OUR PROUDLY SOUTH AFRICAN SHAREHOLDERS



Mr Eshu Seevnarayan



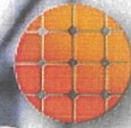
Mr Patrick Goss



Mr Nhlanhla Zondo

“Our customer-centric approach ensures you receive only the highest quality products, service excellence and 24 hour technical support from our committed and dedicated team.”



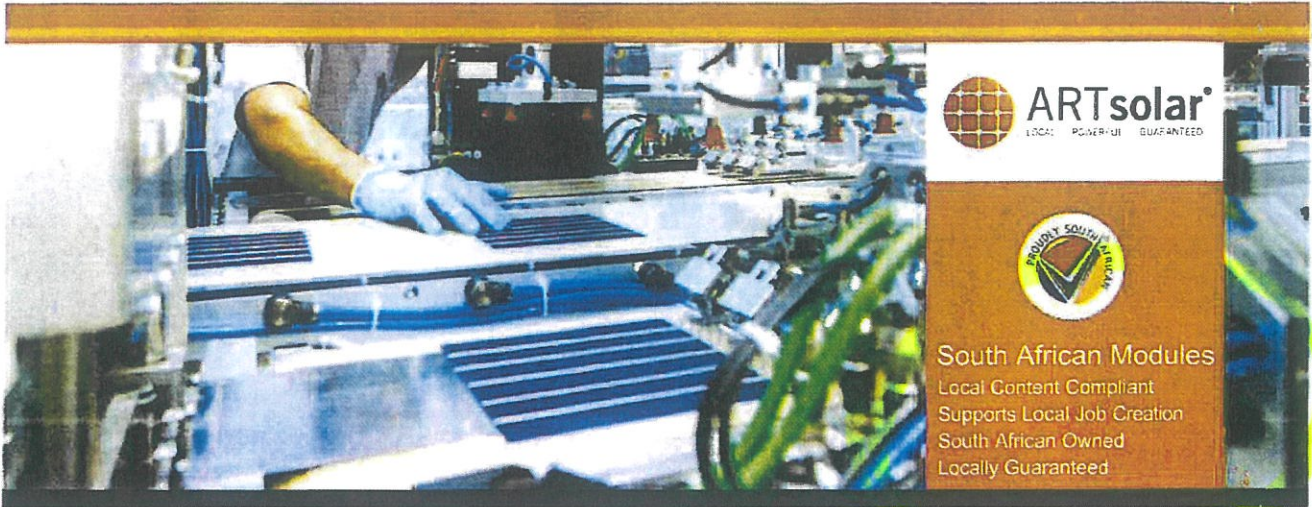


ARTsolar

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Address: Gate 3, 124 Escom Road, Units 10 & 11, New Germany Industrial Park, Pinetown



OUR APPROACH

ARTsolar believes high quality solar power should be produced locally at globally competitive pricing. Meticulous manufacturing, testing and quality assurance standards, TÜV certified raw materials and an in-house developed MES system ensures consistent traceable quality.

Local Support

Designed for the African climate:

- 3600pa wind & 5400pa mechanical loads
- High temperature operation
- Certified salt and ammonia resistance
- PID resistance certified by SGS
- Super high efficiency: up to 21.30%
- Quality control and traceability by PVflow®

Certifications

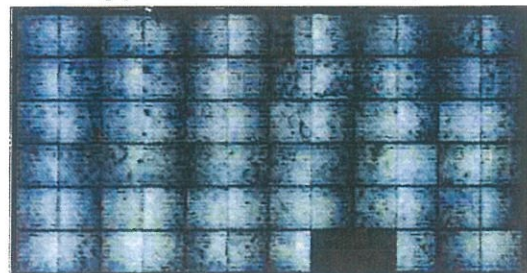
- TÜV & SABS
- CSA, IEC61701, IEC 61215, IEC 62804,
- IEC 62716, IEC 61701, IEC 60068
- State of the ART Swiss production facility
- Earth leakage tested to 3600V DC
- Triple Electroluminescence (EL) tested
- Built for export to Europe



ART550 -144 -1500MH
Half-Cut Cell MonoPERC

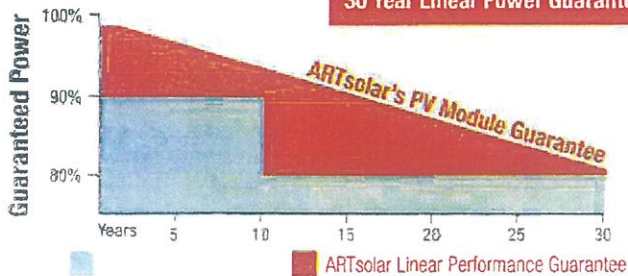
Multiple Electro-Luminescence (EL) Tested

- Multiple EL tests throughout the production line
- EL Images can be requested with each purchase



Make sure your PV module doesn't look like this. An EL looks like an X-ray which spots cracks and power loss areas invisible to the naked eye.

Locally Guaranteed



12 Year Product Guarantee
30 Year Linear Power Guarantee



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Email sales@artsolar.net
Web www.artsolar.net



South African Modules
 Local Content Compliant
 Supports Local Job Creation
 South African Owned
 Locally Guaranteed

MODULE DESIGN

Module Dimensions and Weights

144 Cell - 2279 x 1134 x 35mm (28.5kg)

SPECIFICATIONS

Solar Cells: MBB, Large Wafer, Half-Cut Cell
 Mono Percium

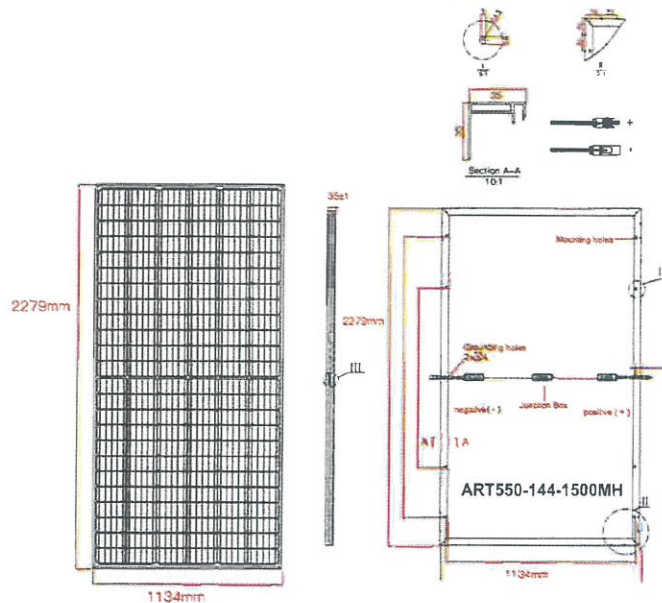
Solar Glass: 3.2mm, tempered, low iron,
 high transparency solar safety
 glass with anti-reflective coating.

Encapsulation: EVA

Backsheet: White or Black

Frame: Extruded, anodized aluminum

Junction Box: IP68 rated, 3 diodes,
 1100mm cable,
 MC4 standard connectors



Electrical Data @ STC							Electrical Data @ NOCT					
Design	Pmax(Wp)	Vmp	Imp	Voc	Isc	Eff	Design	Pmax(Wp)	Vmp	Imp	Voc	Isc
144 Cell	550 Wp	42.00V	13.1A	49.85V	13.97A	21.3%	144 Cell	409 Wp	38.42V	10.65A	46.84V	11.33A

STC - Irradiance 1000W/m2, cell temp @ 25°C

NOCT - Irradiance 800W/m2, cell temp @ 20°C KEY

Pmax(Wp) - maximum power, Vmp - voltage at max power, Voc - open circuit voltage, Isc - short circuit current

Imp - max power current, Eff - module efficiency (%)

STC - Standard Test Conditions

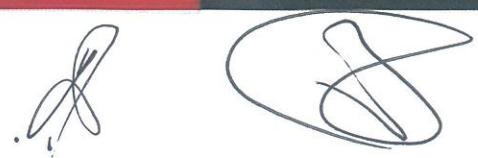
NOCT - Nominal Operating Cell Temperature

* Figures are typical values of performance. Slight variances do occur, exact specifications available with each module,

Temperature Ratings		Maximum Ratings	
Nominal Operating Cell Temp	45°C (±2°C)	Operational Temp	-40 to +85°C
Nominal Module Operating Temp (NMOT)	41°C (±3°C)	Max system Voltage	1500VDC (IEC/UL)
Temp coefficient of Pmax	-0.36%/°C	Max Series Fuse Rating	20A
Temp coefficient of Voc	-0.26%/°C	Mechanical Load	5400pa
Temp coefficient of Isc	0.04%/°C		



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ARTsolar®
LOCAL POWERFUL | GUARANTEED

INSTALLATION AND SERVICE SALES AGREEMENT

Entered into between:

ARTsolar (Pty) Ltd

(Hereinafter referred to as the "Contractor")

and

**OXFORD FAMILY SUPERMARKETS (PTY) LTD t/a OXFORD
FRESHMARKET**

(Hereinafter referred to as the "Client")

PARTIES:

a) The Contractor:

Authorised Representative: Denesh Ramparsad (Technical Manager)

Project Manager: **Kershlyn Govender**

Email: kershlyn@artsolar.net | Tel: 031 100 1019

b) The Client:

Name of Authorised Representative: **Brett Latimer**

Capacity: **CEO**

Registration Number: **2010/003246/07**

Site Address: **9 Old Main Rd, Hillcrest, Durban, 3610**

Contact Number: **078 670 1907**

Email: brett@brettlatimer.com

Directors: Eshu Seevarayan (Group Chairman), Patrick Goss & Nkhanhla Zondo
www.artsolar.net
Unit 11, 124 Escom Road, New Germany, 3620
VAT No. 4356260982 | Reg No. 2010/023025/07

Client Initial:

Contractor Initial:

(Handwritten signatures and initials)

The Parties to this Agreement agree as follows:

1. DEFINITIONS:

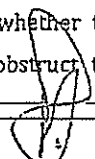

- a) **"The Contractor"** means ARTsolar (Pty) Ltd whose registered address and chosen *domicilium citandi et executandi* is situate at 124 Escom Road, New Germany, 3620, a company duly registered and incorporated in terms of the Company Laws of the Republic of South Africa and its employees or representatives. The Contractor is in the business of providing services including but not limited to, the production and installation of solar systems, backup systems and the manufacturing of Solar PV modules. The Contractor and/or its employees hold the requisite licenses and possess the necessary qualifications and skill to complete all works and supply all required components pertaining to the production and installation of solar and backup systems in accordance with the relevant standards and laws.
- b) **"The Client"** means Oxford Freshmarket a juristic entity incorporated in terms of the laws of the Republic of South Africa with Registration number: 2010/003246/07 and whose chosen *domicilium citandi et executandi* is situate at 9-11 Old Main Road, Hillcrest, Durban, 3610.
- c) **"Agreement"** means this Agreement as at date of last signature and/or any addendums signed by both Parties after the conclusion of this Agreement;
- d) **"The Parties"** means the Contractor and the Client;
- e) **"downtime"** means any period of time during which a facility or entity is unable to continue with its business activities including, but not limited to planned downtime, load shedding, municipal failures, etc.


2. CONDITIONS PRECEDENT:

2.1. Prior to the commencement of the installation and upon receipt of this signed Agreement, the Contractor undertakes to carry out the following:

2.1.1. The installation team will attend site to confirm whether the planned expansion of the Client's premises will obstruct the

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exposure of the Solar PV Modules to the sun.

2.1.2. The structural engineer will be appointed to conduct a structural assessment on the Client's premises as per Clause 3.5 below.

3. SCOPE OF WORK:

3.1. The Contractor undertakes to execute the scope of work set out hereunder, subject to the initial project deposit and procurement of the requisite materials including but not limited to the installation of **548 x 550Wp Solar PV Modules and 3 x 110kW SMA Inverters** in a suitably identified building location agreed upon between the Parties and identified in the construction and as-built drawings which will be provided by the Contractor.

3.2. The installation of cabling to an existing Distribution Board (DB) and metering is included in the design. If the cables can be routed through the ceiling of the building, then the Contractor will make arrangements to do so. If the cables are unable to be routed through the ceiling, the cables will run along the outside of the building location in a neat conduit/trunking or wireway system entering at an appropriate place.

3.3. The Client acknowledges that in order to comply with the warranty requirements, surge protection devices need to be installed.

3.3.1. Should the Client request the installation, the Contractor will install the aforementioned at an additional cost (where applicable).

3.3.2. The Parties acknowledge that the Contractor will not be liable for the functionality of the existing surge protection devices.

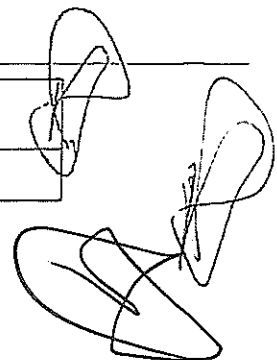
3.4. Prior to the commencement of the installation, the Client undertakes to furnish the Contractor with an electrical certificate of compliance for the existing premises.

3.4.1. The Client acknowledges that failure to provide such certificate of compliance will result in the Contractor not commencing with the work.

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3.4.2. In the event that the Client insists for the Contractor to proceed with the work without the submission of the certificate of compliance, the Client hereby indemnifies the Contractor from any such loss/damage that may occur as a result of the installation.

3.5. The Client acknowledges that the installation for rooftop applications will be dependent on the ability of the Client's roof structure to support the loading of the PV panels.

3.5.1. A certified structural engineer will provide the Client with a structural certificate as well as a structural assessment report, the costs of which is included in the project costing.

3.5.2. The aforementioned report will indicate whether or not the roof structure will be able to support the load of the PV panels or not. Should the report findings indicate the Client's roof structure is unable to support the weight load of the panels, the Contractor will not proceed with the project until the roof structural loading requirements have been met.

3.6. The solar installation includes a lightning protection system (LPS) which will be installed by a lightning protection specialist appointed by the Contractor. The LPS installation will be connected to the existing building locations' earthing system or new system, the costs of which are included in the project costing.

3.6.1. Should findings reveal that the Client's existing building earthing system is non-compliant in terms of the electrical compliance, the Contractor will advise the Client of such non-compliance and the onus will be for the Client's account to perform any remedial works to ensure the current electrical system meets standard level of electrical compliance.

3.6.2. The Solar PV system will only be installed once the current electrical infrastructure meets the expected standard of electrical compliance.

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Client Initial:

Contractor Initial:



3.6.3. A certificate will be provided by the LPS specialist once the system has been installed.

3.7. The Client shall provide the Contractor with the requisite access to their existing IT Network in order for the Contractor to commission and provide online system monitoring of the PV system. The network access will allow the PV system to be connected to dedicated ports on the network switch and no restrictions with regard to the existing firewall. Any delays with acquiring the requisite network access may result delays with regard commissioning of the system. The Contractor will duly inform the Client of such delays.

3.8. The scope of work does not include the following:

3.8.1. Chasing walls;

3.8.2. Splitting of Alternating Current (AC) circuits;

3.8.3. Mounting inverters outside (Inverters can only be mounted outside with an IP65/IP66 rating); or

3.8.4. Painting of trunking unless the Client purchases and provides the paint to the Contractor.

4. PROJECT APPROVAL

4.1. The Contractor shall furnish the Client with:

4.1.1. a Solar PV Proposal, including the construction and equipment specifications for the solar system;

4.1.2. a description of the work to be done;

4.1.3. an estimated time frame of job completion; and

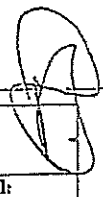
4.1.4. the materials/equipment to be used and/or installed including all warranties.

4.2. The Contractor shall obtain the Client's approval for such plans, drawings, specifications, materials, and equipment prior to the commencement of the work. All equipment and materials shall be provided with original manufacturers' warranties where and as applicable.

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Contractor Initial:



5. SUBCONTRACTOR(S)

- 5.1. The Contractor may, at its discretion, engage subcontractors to perform work hereunder, provided the Contractor fully pays the said subcontractor and, in all instances, shall remain responsible for the proper completion of the work under this agreement.
- 5.2. The Contractor further undertakes to inform the Client of such subcontractor in the event the subcontractor needs to attend upon the Client's premises.

6. PAYMENT TERMS

- 6.1. The Client shall pay the Contractor for all items outlined as per the scope of work and the pro forma invoice(s) issued. (Hereinafter referred to as the "Contract Price").
- 6.2. The Contract Price is payable in accordance with the following schedule:
 - 6.2.1. 50% (Fifty Percent) of the Contract Price is due upon signature of this agreement in the amount of R2 385 144.98 incl. VAT;
 - 6.2.2. 50% (Fifty Percent) of the Contract price is due upon handover of the installation in the amount of R2 385 144.97 incl. VAT.

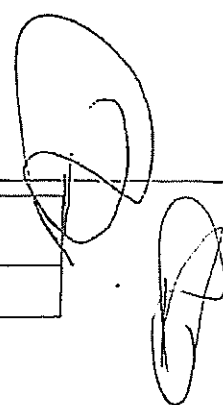
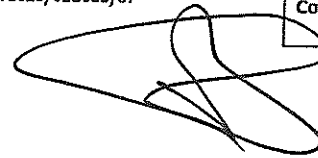
TOTAL CONTRACT PRICE (incl. VAT): R4 770 289.95

- 6.3. Payment shall be effected via EFT to the Contractor on the due date BEFORE close of business (16h30) without deduction, to the following account and proof of payment must immediately be forwarded to the Contractor via email.

Bank: First National Bank
Account number: 623 0200 8661
Account Type: Cheque
Branch Code: 221626
Swift Code: FIRNZAJJ
REF: CLIENT NAME/INVOICE NUMBER

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Contractor Initial:



- 6.4. In the event that payment should not be effected timeously and in accordance with the aforementioned payment schedule, the Contractor shall have the right to deem this a material breach and, without any further notice to the Client, cancel this agreement. The Contractor shall be entitled to retain all payments that may have been effected as damages suffered as a result of due and timeous non-payment.
- 6.5. The goods listed in this Agreement shall remain the sole property of the Contractor until they have been fully paid for. The Contractor reserves the right to remove and/or uplift the goods, without any prior notice to the Client should there be any default in payment whatsoever. The Client further understands that the Contractor will commence work within 7-10 working days once the payment has reflected in the Contractor's bank account, unless it has been specifically agreed upon otherwise between the Parties.

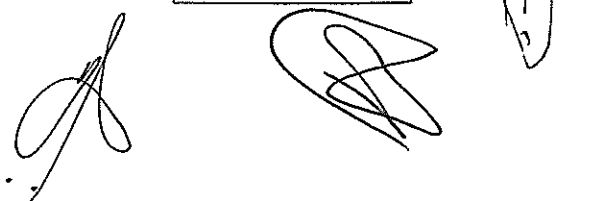
7. GENERAL PROVISIONS

- 7.1. Any alterations or deviation from the aforementioned provisions of this Agreement, including but not limited to, the specifications, scope of work, material(s), labour costs and/or any additional costs will be executed only upon written confirmation (via means of an addendum to this Agreement) to be duly signed by both Parties.
- 7.2. If there are any additional costs for such alteration or deviation, such costs must be mutually agreed to and signed in writing and added to the initial contract price of this Agreement.
- 7.3. All work and Contractor's obligations in terms hereof shall be suspended until this Agreement is accepted and signed by both Parties.
- 7.4. The Client understands that the Contractor has other engagements and commitments running concurrently with other respective clients.
- 7.5. The Contractor undertakes to ensure that the Client's queries and concerns are resolved as soon as reasonably possible within 24 working hours of receipt.
- 7.6. The Client acknowledges that surge protection devices need to be installed in

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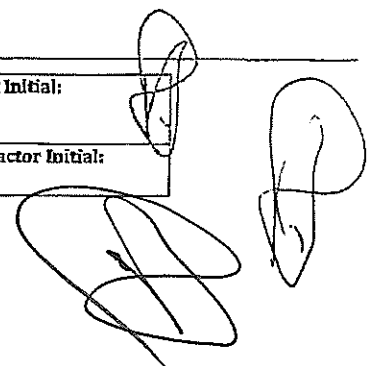
order to comply with the warranty requirements. Should the Client request the installation of the aforementioned devices, the Contractor will attend to its installation an additional cost. The Parties acknowledge that the Contractor will not be liable for the functionality of the surge protection devices.

- 7.7. The Client further acknowledges that the Contractor will not be held liable for any pre-existing defects or conditions at the Client's premises or in regard to the Client's existing electrical infrastructure. Upon the identification of a defect and/or non-compliance, the Contractor will immediately stop the installation until the defect has been remedied by the Client.
- 7.8. During the course of the installation, in the event that the Contractor becomes aware of any non-compliance or defect on the Client's premises, it will immediately be brought to the attention of the Client for rectification at the Client's cost. The Contractor will only be liable for damages that arise as a result of the installation.
- 7.9. Should any defect, damage or malfunction of the installation arise, which results in downtime of the facility or entity, the Contractor and/or its Subcontractor(s) will not be held liable for any patrimonial loss or damages suffered by the Client.
- 7.10. All work shall be completed in a workmanlike manner and in compliance and accordance with all building and electrical codes, other applicable laws, and utility requirements, including appropriate utility interconnections.
- 7.11. The Contractor undertakes that all work executed on its behalf shall be performed by individuals who possess the necessary, authority, license, knowledge, skill and expertise necessary for such tasks.
- 7.12. The Contractor shall obtain all permits necessary (and only if required) for the work to be performed.
- 7.13. The Contractor undertakes that all work executed on its behalf shall be performed by individuals who possess the necessary, authority, license, knowledge, skill and expertise necessary for such tasks.

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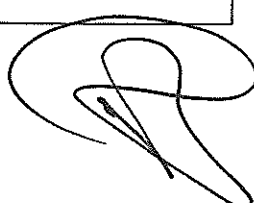
8. HANDOVER



- 8.1. Upon completion of the wiring, the Client undertakes to conduct an inspection of the installation. The Client must notify the Contractor of any complaint/dissatisfaction in relation to the installation **BEFORE** completion and handover of the project. Any complaint(s)/ issues raised after the installation has been completed, will be at an additional cost to the Client.
- 7.2. Bi-annual maintenance of the PV system will be performed by the Contractor for the first year only i.e., maintenance to be performed after 6 and 12 months after commissioning respectively.
- 7.3. The Client may enter into a maintenance contract with the Contractor after the lapse of the 1 year, the costs of which will be borne by the Client.
- 7.4. Upon completion of the project, the system will be tested and duly commissioned. The Contractor will conduct a handover with the Client. The Contractor will handover documents to the Client containing detailed explanations and requisite information in regard to the installation.
- 7.5. Upon completion of the handover, the Contractor will not be responsible for any changes to the system.
- 7.6. The handover process is subject to a visible, mandatory fire extinguisher being in place at the Client's premises. If the Client is unable to procure a visible fire extinguisher, the Contractor will supply the Client with a fire extinguisher at an additional cost. In the event the Contractor supplies the Client with the fire extinguisher, the Contractor will not be liable for the maintenance and service of the fire extinguisher.

8. MANDATORY GRID TIED EMBEDDED GENERATION APPLICATIONS

- 8.1. It is the responsibility of the Client to submit the embedded generation application (SSEG) to the local Municipality or Eskom for registration and approval prior to the commencement of the installation.

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Contractor Initial:	



8.2. The Contractor will assist the Client by providing the relevant technical information and documents that are required for the submission of the application.

8.2.1. The Contractor will commence with installation upon instruction from the Client

8.2.2. Upon receipt of instructions from the Client to commence with the installation, the system settings will be restricted to zero export capacity until such time the application has been approved.

8.2.3. The Client acknowledges that the Contractor will not be held liable for any non-compliance in regard to the existing installation.

8.2.4. The Client undertakes to ensure that any and all applicable fees and requisite approvals required by the electrical supply authority will be obtained prior to energising the system.

8.3. Any additional charges (such as network access charge, tariff change, net-metering, etc) received from the local municipality or Eskom shall be to the account of the Client. It is the Client's responsibility to engage with the Department regarding such charges and conduct the relevant follow ups in regard to the status of the application.

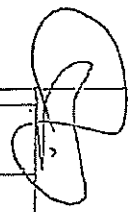
8.4. The Parties acknowledge that the Contractor will not be held liable for any non-compliance with municipal by-laws and other legislation. The PV installation will only be switched on once the SSEG registration and approval is obtained from the electrical supply authority.

8.5. Upon completion of the installation and handover, the Contractor will not be responsible for any changes that may need to be effected to the system. The system settings will be configured the Contractor and no changes can be made by the Client or any third party.

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Client Initial:

Contractor Initial:



9. INSURANCE/RISK

- 9.1. The Contractor warrants that it has and will maintain adequate insurance coverage for the work being performed.
- 9.2. The Client accepts that upon completion and handover of the work, the risk in and to such work and materials passes to Client.
- 9.3. The Contractor is thereby indemnified against all or any loss suffered by the Client with the exception of any gross negligence on the part of Contractor. The onus of proving such gross negligence shall be upon the Client.

10. SITE CONDITIONING

- 10.1. The Contractor agrees to remove all debris created by the installation and to leave premises in a clean condition.
- 10.2. The Contractor shall not be responsible for landscaping improvement services as part of this Agreement.

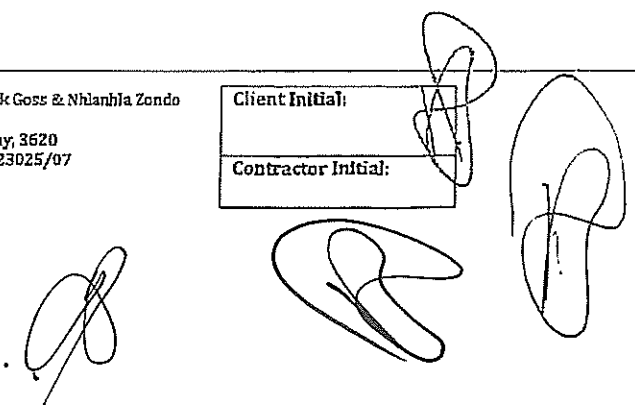
11. WARRANTY

- 11.1. The Contractor confirms that all work (as set out in the Scope of Work) is covered for a period of one (1) year following the payment in full. The system's most critical components - the solar modules - are covered by 30-year performance warranties, which protect against component-related failure. Typically, a performance warranty is measured against a fixed percentage of the standard test condition DC output.
- 11.2. In the event that the system is tampered, modified or relocated, all warranties in relation to the system will be voided with immediate effect.
- 11.3. In the rare event that the panels break due to manufacturing defects, the manufacturer shall replace the module as per the company warranty document.

Directors: Eshu Seevnanarayan (Group Chairman), Patrick Goss & Nhlanihla Zondo
www.zatsolar.net
Unit 11, 124 Escora Road, New Germany, 3620
VAT No. 4350260982 | Reg No. 2019/023025/07

Client Initial:

Contractor Initial:



11.4. The Client acknowledges that the products supplied for the installation are subject to the Contractor's warranty, terms and conditions which can be obtained from www.artsolar.net

12. MANUFACTURER'S STATUS

- 12.1. The Contractor is an independent contractor and is not an employee or agent of the Client.
- 12.2. The Contractor shall furnish all equipment, tools and supplies to accomplish the assigned work, except as agreed to in writing by both Parties.
- 12.3. The Contractor maintains control over the manner in which the tasks are to be performed and completed.

13. EVENTS OF DEFAULT

Without derogating from the rights of the Contractor in law or otherwise, an event of default shall occur should:

- 13.1. The Client fail to pay any amount to the Contractor on the due date (as per the payment schedule) thereof;
- 13.2. The Contractor fail to comply with any term or condition of this Agreement and fails to remedy that breach within 7 (seven) days after being duly informed;
- 13.3. In the event that the defaulting Party fails to remedy such event of default within the applicable grace period (at the discretion of the Contractor) calling upon the defaulting Party to do so, or if the event is not capable of remedy and the aggrieved Party gives notice that such event has occurred and is exercising its rights pursuant hereto, then:

13.3.1. The Contractor may demand and recover payment of all amounts so declared, due or deemed to be due;

13.3.2. The Client must pay interest calculated at the then prevailing prime

Directors: Eshu Seavnarayan (Group Chairman), Patrick Goss & Nhlauhla Zondo
www.artsolar.net
Unit 11, 124 Escorn Road, New Germany, 3620
VAT No. 4359260982 | Reg No. 2010/023025/07

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Contractor Initial:

rate plus 2 (two) percentage points, calculated on the amount so due and payable (including any unpaid interest which will be capitalized) calculated from the date of demand to date of receipt of payment;

13.3.3. The Contractor may demand return of any parts and equipment not paid in which event the Client shall return the aforementioned at the Client's own cost and expense.

14. BREACH

14.1. The Parties undertake to perform all its obligations in terms of this Agreement.

14.2. In the event of either Party not complying with its duties and obligations in terms of this Agreement, the aggrieved party shall, in writing, notify the other party of such breach and call upon the other party to remedy the breach within 3 days, failing which, the aggrieved party shall have the right to cancel this agreement.

15. TERMINATION

15.1. The Agreement will terminate automatically upon completion and handover of the scope of work and upon receipt of full payment.

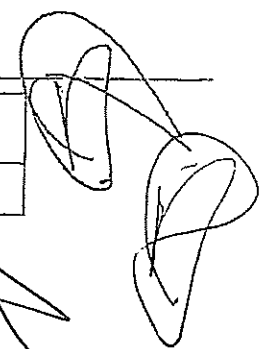
15.2. The Contractor reserves its right to cancel the agreement based on non-payment by the Client. Upon cancellation, all monies owed to the Contractor will immediately become due and payable by the Client.

15.3. In the event the Client prematurely cancels this Agreement for reasons other than those set out in this Agreement, the Contractor shall be entitled to remove all work that has been performed and/or completed until date of cancellation.

Directors: Eshu Secvnrayan (Group Chairman), Patrick Goss & Nhlanhla Zondo
www.artsola.net
Unit 11, 124 Escom Road, New Germany, 3620
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Client Initial:

Contractor Initial:



16. DISPUTE RESOLUTION: MEDIATION & ARBITRATION

16.1. MEDIATION:

16.1.1. If any dispute arises between the Parties in regard to this Agreement or its termination or purported termination, the Parties agree to negotiate with each other in a *bona fide (good faith)* manner in an effort to resolve such dispute.

16.1.2. The negotiations shall be conducted by the Chief Executive Officers of the Parties (or their delegated nominees) who shall use their best endeavours in an attempt to resolve the dispute domestically and without the intervention of any third party.

16.1.3. If the negotiations fail or do not occur or are not completed within 3 (three) Business Days then the dispute shall become the subject of litigation or arbitration as per the aggrieved party's choice.

16.1.4. Any Party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other Parties.

16.1.5. This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the arbitrator.

16.2. ARBITRATION:

16.2.1. The arbitration shall be held:

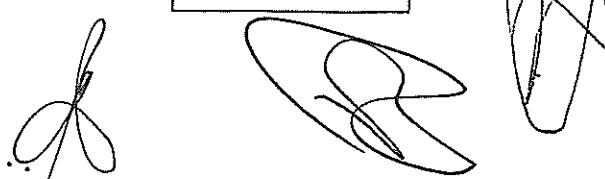
- o at Durban;
- o with only the legal and other representatives of the Parties to the dispute;

16.2.2. The arbitrator shall be appointed by the President of the Arbitration Foundation of Southern Africa (AFSA).

Directors: Eshu Seevnarayan (Group Chairman), Patrick Goss & Nhlani Zondo
www.artsolar.net
Unit 11, 124 Escorn Road, New Germany, 3620
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Contractor Initial:



16.2.3. The decision of the arbitrator shall be final and binding on the Parties to the dispute and on costs and may be made an Order of Court.

16.2.4. The Parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential.

16.2.5. The successful party on either arbitration or litigation will be entitled to costs from the defaulting party on an attorney-client scale.

17. NOTICES, FEES AND COSTS

17.1. All notices shall be in writing and delivered in person or emailed, to the Parties at the chosen *domicilium citandi et executandi*.

17.2. In the event that any party initiates legal proceedings to compel arbitration or to enforce this agreement or enjoin its breach, the prevailing party or parties will be awarded its or their costs of arbitration, trial and on any appeal as set by the trier of fact, including any insolvency proceedings on an attorney/client scale.

18. FORCE MAJEURE

18.1. In the event that either Party is unable to perform any obligations hereunder due to any circumstances beyond its control and which it cannot reasonably mitigate, including any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, transportation difficulties, epidemics, pandemics, war, terrorism, fire, flood, explosion, industrial dispute (not being an industrial dispute involving the employees of the Party in question) or civil commotion, strike and such circumstances are not caused by the default of the Party and continue for a period of at least 30 (thirty) days, then any Party shall be entitled forthwith to cancel this agreement in respect of any obligations performed hereunder.

Directors: Eshu Seevnarayan (Group Chairman), Patrick Goss & Nhlenkha Zondo
www.artsolar.net
Unit 11, 124 Esrom Road, New Germany, 3620
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Client Initial:

Contractor Initial:



18.2. Any Party invoking force majeure shall, upon termination of such event, giving rise thereto, forthwith give written notice within 7 (seven) days thereof to the other Party.

19. INDEMNITY

- 19.1. The Contractor will use its best endeavours to complete all works and supply all components pertaining to this installation and will comply with all relevant standards and laws.
- 19.2. The electrical installation will be carried out by a suitably qualified installer and the installation will comply with the SANS 10142-1-1 (Wiring of Low Voltage Installations and SANS 10142-1-2 (Embedded Generation Installation).
- 19.3. The COC for the electrical installation will be issued by a registered person as promulgated in the Electrical Installation Regulations.
- 19.4. The Client recognises that the Contractor relies on independent suppliers to supply certain raw materials, including solar cells.
- 19.5. The Client further understands that there will be events that occur that may delay the completion of this agreement as a result of inclement weather, the delays in delivery of raw materials from independent suppliers, problems related to the worldwide shortage of solar cells, labour unrest, industrial disputes and the like, a health crisis or pandemic, lockdown by the State, all of which are matters outside of the control of the contractor.
- 19.6. In the event that the completion of this contract is delayed for any one of the reasons identified above, that are beyond the control of the Contractor, the Client recognises that it has no claims whatsoever against the Contractor and thereby indemnifies the Contractor from all or any claims that may arise, given such delays, and further holds the Contractor harmless against all claims, loss or damage (consequential or otherwise) that may be made against them or their staff arising from the above circumstances.
- 19.7. The Client acknowledges and records that it makes this indemnity freely and

Directors: Eshu Seeynarayan (Group Chairman), Patrick Goss & Nhlanjhla Zondo
www.artsolar.co.za
Unit 11, 124 Escom Road, New Germany, 3620
VAT No. 4350260982 | Reg No. 2010/023025/07

Client Initial:
Contractor Initial:



voluntarily and of its own free will.

- 19.8. A certificate signed by a director of the Contractor confirming the extent of any delay occasioned by any of the above events will constitute *prima facie* proof of such delay for which the contractor shall bear no liability.

20. PROTECTION OF PERSONAL INFORMATION "POPIA"

- 20.1. The Contractor shall collect and store personal information in respect of the Client for the purposes of this Agreement.
- 20.2. The personal information will be used and shared in accordance with the Contractor's privacy policy available on the Contractor's website (www.artsolar.net).
- 20.3. It is specifically recorded and agreed that the Contractor shall have the right at any time, for the duration of the Agreement and in accordance with the provisions of the National Credit Act 34 of 2005 ("NCA"), to verify the Client's credit standing.

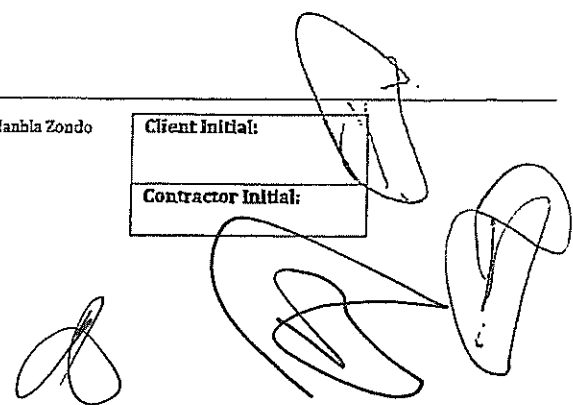
21. INTELLECTUAL PROPERTY

- 21.1. All intellectual property rights conceived or made by the Contractor during the course of the installation will belong to the Contractor. The Client hereby agrees to assign to the Contractor and/or its nominee, with full title guarantee, all rights in and to any intellectual property for the duration of the installation.
- 21.2. The Client confirms that the Contractor shall have all rights of developments, manufacture, promotion, distribution and exploitation in relation to the projects undertaken and products developed during the course of the installation as well as the intellectual property created or arising from the provision of the installation.

Directors: Eshu Seevarayan (Group Chairman), Patrick Goss & Nhlanhla Zondo
www.artsolar.net
Unit 11, 124 Sscorn Road, New Germany, 3620
VAT No. 4350260982 | Reg No. 2010/023025/07

Client Initial:

Contractor Initial:

The image shows handwritten signatures and initials in the signature boxes. The 'Client Initial' box contains a large, stylized signature. The 'Contractor Initial' box contains a large, stylized signature. There are also some smaller, less distinct marks and scribbles around the boxes.

22. AMENDMENT OR WAIVER

- 22.1. This Agreement constitutes the whole of the Agreement between the Parties relating to the matters dealt with herein, and save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated herein shall be binding on any of the Parties.
- 22.2. The Parties agree that each individual provision of this Agreement shall be severable and that invalidity of any part of a term hereof shall not affect the validity of the remainder of the Agreement.
- 22.3. No modification, amendment or consensual cancellation of this Agreement shall be valid, unless reduced to writing and signed by duly authorised representative of both Parties.
- 22.4. In the event of the modification, amendment or variation of any Agreement between the Parties, this Agreement shall apply to such modification, amendment or variation except as may otherwise be expressly provided.
- 22.5. Any forbearance or indulgence by the Contractor in enforcing any part of this Agreement shall not prejudice or restrict the Contractor's rights or powers in terms hereof and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach of the Contractor's rights in terms hereof.

23. REPRESENTATIONS, WARRANTIES & INDEMNITIES BY THE PARTIES

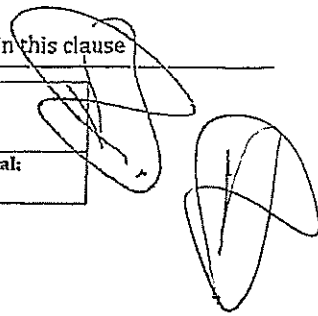
- 23.1. The Contractor shall carry out its duties in an expert and diligent manner and to the best of its ability; it shall promptly and faithfully comply with all lawful and reasonable requests which may be made by the Client.
- 23.2. The Contractor warrants that its performance of the Services under the terms of this Agreement will not infringe on the rights of any third party or cause it to be in breach of any obligation towards a third party.

23.3. The Contractor makes the representation and warranties set out in this clause

Directors: Eshu Seevmarayan (Group Chairman), Patrick Goss & Nhlanhla Zondo
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Unit 11, 124 Escorn Road, New Germany, 3620
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Client Initial:

Contractor Initial:



as at the acceptance date of this Agreement and for the duration of this Agreement. The Contractor acknowledges that the Client has entered into this Agreement by relying on these representations and warranties, each of which is material and a material representation inducing the Client to enter into this Agreement.

23.4. The Client has the power to execute and deliver this Agreement and to perform all its obligations thereunder (including, without limitation, the payment of all amounts) and all corporate and other action(s) required to authorise its execution and its performance of such obligations, have duly been taken.

23.5. The Client undertakes to notify the Contractor immediately of:

23.5.1. Any change of address;

23.5.2. Cessation of business; and /or

23.5.3. Change in ownership or shareholding of the Client.

23.6. The Client acknowledges and accepts that, notwithstanding any sale of business interest, it shall remain liable in full for settlement of the monies owed to the Contractor and thereby undertake to inform the Contractor within 7 (seven) days and via registered mail and/or email, of any such change.

24. JURISDICTION

24.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

24.2. The Parties agree that this Agreement shall be deemed to have been entered into in the Republic of South Africa.

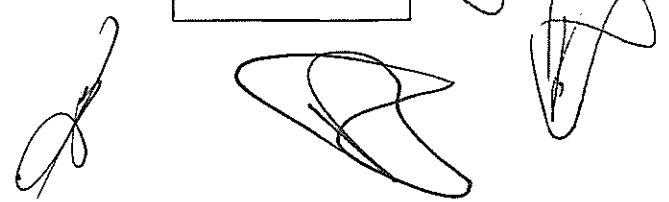
25. ATTORNEYS FEES AND COSTS

25.1. In the event that any party initiates legal proceedings to compel arbitration or to enforce this agreement or enjoin its breach, the prevailing party or parties will be awarded its or their costs of arbitration, trial and on any appeal as set

Directors: Eshu Seenarayan (Group Chairman), Patrick Goss & Nhlamhla Zondo
www.wart-solar.net
Unit 11, 124 Escom Road, New Germany, 3620
VAT No. 4350260982 | Reg No. 2010/023025/07

Client Initial:

Contractor Initial:



by the trier of fact, including any insolvency proceedings on an attorney and own client scale.

26. CONFIDENTIALITY

26.1. Each party undertakes, in favour of the other, to:

26.1.1. keep confidential all information, whether written or oral, concerning the business and affairs of each other whether obtained from that party or any third party;

26.1.2. not disclose such information to any person other than its employees, agents and/or consultants involved in the implementation of this Agreement, without the other party's prior written consent;

26.1.3. use such information solely in connection with the implementation of this agreement and not for its own benefit or that of any third party; and

26.1.4. keep confidential the terms and conditions of this Agreement and the Quotation and all documents and reports provided by the other party.

26.2. The provisions of this clause do not apply to any information which is either independently developed by the recipient; publicly available without breach of this Agreement; or released for disclosure by the disclosing party with its written consent.

27. COMMUNICATION PROTOCOL

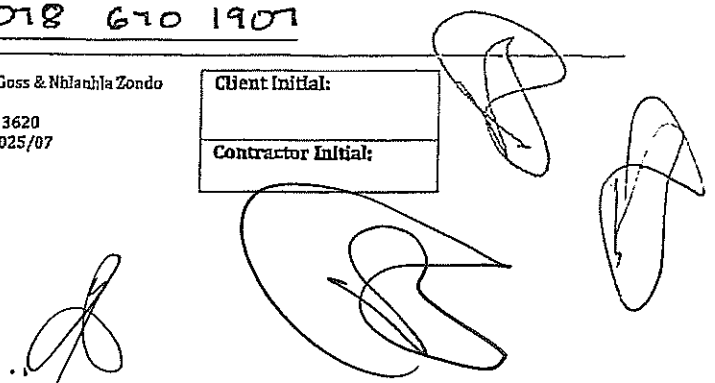
27.1. For all queries, updates and questions regarding the operations onsite, the Client appoints the following contact person to be notified accordingly:

Name of Contact Person: Brett Latimer

Contact Number: 018 670 1907

Directors: Eshu Seevarayan (Group Chairman), Patrick Goss & Nhlanhla Zondo
www.warsolarnet.com
Unit 11, 124 Escom Road, New Germany, 3620
VAT No. 4250269982 | Reg No. 2010/023025/07

Client Initial:
Contractor Initial:



Email Address: brettebrettlatimer.com

27.2. For all key milestone updates regarding the installation and its progress, the Client appoints the following contact person to be notified accordingly:

Name of Contact Person: Brett Latimer

Contact Number: 018670 1907

Email Address: brett@brettlatime.com

27.3. For all matters relating to legal compliance, the Client appoints the following contact person to be notified accordingly:

Name of Contact Person: Brett Latimer

Contact Number: 018 670 1907

Email Address: brettebrettlatimer.com

27.4. For all matters and queries relating to finance and commercial, the Client appoints the following contact person to be notified accordingly:

Name of Contact Person: Brett Latimer

Contact Number: 018 670 1907

Email Address: brett@brettlatimer.com

27.5. If at any time the aforementioned appointed representatives change or their contact details thereof, the Client undertakes to notify the Contractor accordingly.

Client Initial:

Contractor Initial:

The individuals signing below hereby represent that they are authorised to enter into this agreement on behalf of the party for whom they sign.


PARTIES:

Signed by the Client

Title: Client (who warrants their authority to sign)

Name: Brett Andrew Latimer

Capacity: CEO

Signature: 

Date: 13 April 2023

Signed by the Contractor

Title: Contractor, Senior Management

Name: _____

Signature: _____

Date: 13 April 2023

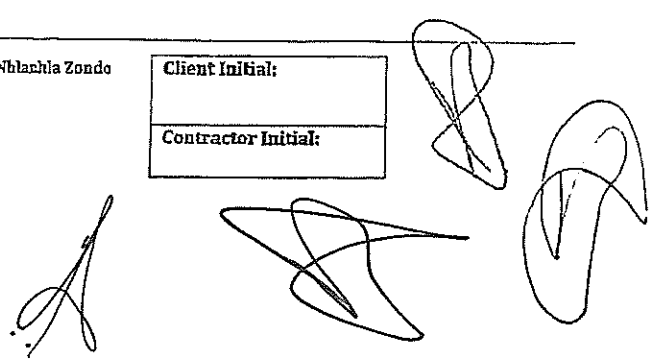
Witness 1: _____

Witness 2: _____

Directors: Eshu Seevarayan (Group Chairman), Patrick Goss & Nblachia Zondo
www.artsolar.net
Unit 11, 124 Escorn Road, New Germany, 3620
VAT No. 4350260982 | Reg No. 2010/023025/07

Client Initial:

Contractor Initial:

Handwritten initials and signatures are present in the bottom right corner of the page. There are three distinct signatures or initials, some appearing to be in ink and others in pencil or light ink.

Melaine Sukhraj

From: Bhavana Harricharan <bhavana@oxfordvillage.co.za>
Sent: Friday, 14 April 2023 10:32
To: simon@rwpkzn.co.za
Cc: Paul Beltramo; Brett Latimer; Melaine Sukhraj; sarika@oxfordfreshmarket.co.za
Subject: Re : Oxford Freshmarket Hillcrest
Attachments: Art Solar PV Proposal January 2023 (updated pricing).pdf; EN100357 Oxford Hillcrest Grid Tied Proposal- Rev 3.pdf; Magnet Solar PV System Proposal Oct 2022.pdf; Art Solar Commercial Proposal August 2022.pdf

Importance: High

Good morning, Simon

I trust this email finds you well.

Please find attached the following quotes that Paul has instructed me to send on to you. He will call you to discuss further.

- Art Solar Proposal – August 2022
- Art Solar Proposal – January 2023 (Amended pricing)
- Magnet Solar Proposal – October 2022
- Magnet Solar Proposal – April 2023

Kind Regards,

Bhavana Harricharan

Group Property Manager
Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680

A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610



ARTsolar (Pty) Ltd
+27 31 100 1019
sales@artsolar.net



By accepting any product from ARTsolar, the customer (the "Customer") agrees that the following terms and conditions are the exclusive terms governing the sales transaction between ARTsolar and the customer. In addition, these terms and conditions are subject to change at any time, without prior written notice, it is the customer's responsibility to check ARTsolar's Terms and Conditions each time an order is placed, or any goods are accepted from ARTsolar.

Order procedure:

The customer contacts the ARTsolar sales department to request a quotation. Once the customer has accepted the offer in writing, a proforma invoice is sent to the customer.

Pre-orders of panels:

Customers acknowledge that there is a lead time of 6-8 weeks from placement of order.

Packaging:

Customers are responsible for packing costs.

Payment Terms:

On orders, an order is not binding upon ARTsolar until it is accepted and paid for (upon reflection in our account), this includes partial payments. ARTsolar must receive a payment, either partial or in full, for an order by the customer immediately, failing which the quote is no longer valid, unless otherwise previously agreed in writing. Prices are subject to availability and ARTsolar reserves its right to amend pricing without further notice. The proforma invoice forms the basis of the payment. Payment is due prior to shipment/collecton. If credit terms have been established, the Customer agrees to pay the amount due as per the invoice.

Tax Invoice and Ownership:

The tax invoice is always issued on the date of transfer of ownership of the goods, being pickup or delivery date. The signed packing slip or waybill of the transport company

ARTSOLAR TERMS AND CONDITIONS

determines the date of which the tax invoice should be received.

Shipping Charges: The customer's total cost for purchase of any product does not include delivery, unless otherwise recorded in writing between the Customer and ARTsolar.

Processing Time: The customer can expect the order to be processed within 2-3 business days on solar panels and 3-5 business days on non-ARTsolar items after receipt of payment into our account. If the customer requires an item by a specific date, they are to query from ARTsolar regarding availability of the item and shipping options.

Items not in stock. Any items that are unavailable will be placed on order. Estimated shipment dates will be provided however these dates are "estimates" and not a guarantee of arrival on that date.

Order Status: ARTsolar will do everything possible to keep the customer informed of the customer's order's progress via e-mail.

Order Changes: The customer may change the order, provided that the order has not yet been procured from suppliers where applicable. Exemptions from this rule shall be permitted in special circumstances after consultation with ARTsolar management. Please contact ARTsolar with any changes to be made and please have the order number available.

Shipping Policy: Customers must inspect their shipments upon collection or delivery prior to signing the packing slip or delivery note. Customers who will not be signing personally for their order when it is delivered or collected, are responsible to ensure that the person signing on their behalf has read and understood the ARTsolar's Terms and Conditions.

In the case where delivery is requested, an independent shipping/logistics contractor will deliver the products ordered. When the shipment arrives, the courier will ask the customer to sign for the delivery. This is a legal document stating that the package is being delivered in good condition without

damage and that the customer is waiving any additional claims from ARTsolar.

Cancellation Policy:

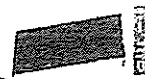
To cancel the customer order, please call during our normal business hours and speak to an authorized ARTsolar representative. Provided the customer order has not yet been processed and ordered from suppliers there is no cancellation fee. If the customer order has already been processed and paid for by ARTsolar all costs incurred as well as a 5% cancellation fee will be deducted from the customer refund.

Return Policy:

Merchandise, except for products that were specially ordered and/or assembled for the customer, may be returned within 5 days of the receipt of the product accompanied by a receipt for an exchange. Please note that no refunds are issued. Before returning items, it is necessary to call and discuss the return of materials with the authorized ARTsolar representative. Once the customers have been instructed where to return the item the customer is responsible for shipping charges to that address. The Customer shall be responsible for the return of any unused product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the full value of the shipment. If any component of the returned product is missing, the return procedure is breached and ARTsolar may reject the return or may choose to impose additional charges for replacement of the missing component. ARTsolar further requires 7-10 working days to test the required items. Upon receipt of the test results ARTsolar will inform the customer accordingly.

Directors: Estu Soeyhanayan (Chairman), Patrick Goss, Ntlanhla Zondo

www.artsolar.net
Unit 11, 124 Escom Road, New Germany, Durban, KwaZulu-Natal, 3620
VAT No. 4350260982 | Reg No. 2010/023025107





ARTSOLAR (Pty) Ltd
 +27 31 100 1019
 sales@artsolar.net



Warranty Policy:

Items that we sell which are covered by the original manufacturer's warranty, service, or support policy which is back-to-back warranty.
 ARTSOLAR bears no responsibility in sending a replacement item to the Customer in the event that they have received a defective product. If the customer receives a defective unit, the customer is to inform ARTSOLAR and we will contact the manufacturer and they will typically repair or replace the product, the outcome of which will be communicated to the customer.
 Batteries- all batteries are covered by a 24-month warranty. In event of a defect being found within this period, the customer is to notify ARTSOLAR. An authorized representative will request from the customer the following: CAC, single line diagram and will advise if a site visit is necessary. Should a site visit be warranted the customer is liable for a R500-00 call out fee. Once product received, it will be tested and sent to the manufacturer. We are under no obligation to provide replacement products, should we have such availability of product we will consider a loan product to the customer. If it is found that a refund is to be paid, the amount of such refund is calculated on taking into consideration the period remaining on warranty as well as usage/current market value costs.
 Refund Price = Total Warranty (minus) Usage (divided by) done in months.
 Nevertheless, ARTSOLAR will support its customers as much as possible in case of any queries or difficulties. ARTSOLAR warranty on our products are found at on our website at www.artsolar.net
 Should a defect be found on an ARTSOLAR panel, the customer is to immediately contact ARTSOLAR. Upon consultation with the customer, an authorized ARTSOLAR representative will inform the customer of the available options. Should a site inspection be required the customer will be informed of same and a call out fee of R500-00 is payable by the customer. In the event of the product needing replacement, the customer

is to ensure that the product is removed by an accredited installer and delivered to the directed address by ARTSOLAR. The cost of removal of product and delivery shall be for the customer.

Disclaimer:
 ARTSOLAR strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referred to on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to a typographical, informational, technical or any other error, ARTSOLAR at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. All links on ARTSOLAR's website are intended only to provide visitors with assistance finding additional information, please remember, the customer, our valued Customer, are ultimately responsible for any purchase decision.

Privacy:
 ARTSOLAR respects the customer's privacy. We collect limited information to help us understand our website visitors and to process the customer requests. We share information only when it is necessary to fulfill a customer request (such as to ship an order or process a newsletter sign-up). We will never sell the customer information.

Governing Law and Jurisdiction:

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between ARTSOLAR and Customer shall be governed by the laws of South Africa. The Customer agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against ARTSOLAR that is more than 30 days after the date of the applicable tax invoice.

Severability:

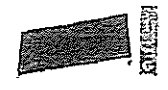
If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable South African law.

Waiver:

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement:

These terms and conditions, together with ARTSOLAR's invoice are the complete and exclusive agreement between ARTSOLAR and the Customer, and supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications. The customer may incur additional costs for the customer solar equipment for engineering, permitting or installation. Because these costs may vary widely depending on the customer's location ARTSOLAR will not be responsible for them under any circumstances.



Director: Eshu Seevurayan (Chairman), Patrick Goss, Nhlania Zondo

www.artsolar.net
 Unit 11, 124 Escom Road, New Germany, Durban, KwaZulu-Natal, 3620
 VAT No. 4350260982 | Reg No. 2010/023025/07

Proforma Invoice



ARTsolar
LOCAL | POWERFUL | GUARANTEED

ARTsolar (Pty) Ltd
Unit 11 New Germany Industrial Park
124 Escom Road
New Germany

To:
OXF002
OXFORD FAMILY SUPERMARKETS t/a OXFORD FRE
9 Old Main Rd
Hillcrest
Durban
3610

sales@artsolar.net

Telephone +27 31 100 1019

+27 87 287 9649

VAT Number 4350260982

Co, Registration 2010/023025/07

VAT Number:
Reg Number 2010/00324/07

Account No.	Date	Order No	Delivery Note	Invoice No
OXF002	2023-03-23	Quote		SOQ11257

Item Code	Item Description	Quantity	Price (Ex)	Tax	Total (Incl)
1001	Installation of 301.4kWp Grid-Tied	1.0000	4148078.22	622 211.73	4 770 289.95

The system includes the installation of:

- IER mounting structures
- 548 x ART550W PV modules
- Solar DC cable, connectors and cable trays
- DC combiner box
- 3 x 110kW SMA Inverters
- LV AC cabling
- LV boards, switches, protection devices, earthing and lightning protection
- Commissioning of the system and Certificate of Compliance (COC)
- Issuance of a structural and lightning protection certification.
- 1 x Solar-Diesel Controller

The project scope of work includes 1 year of free maintenance after the system has been commissioned.

Banking Details

First National Bank | 62302008661 | 221626 | SWIFT: FIRNZAJJ
Nedbank | 1233348086 | 198765 | SWIFT: NEDSZAJJ

Please use your ACCOUNT NUMBER as payment reference

Total (Excl) 4 148 078.22
VAT 622 211.73
Total 4 770 289.95

Total (Incl) ZAR 4 770 289.95

The price reflected on this quote is valid for EFT payments only.
Cash deposits and credit card payments will attract additional charges.

2023-03-23 13:43:20

Proforma Invoice



ARTsolar[®]

LOCAL | POWERFUL | GUARANTEED

ARTsolar (Pty) Ltd
Unit 11 New Germany Industrial Park
124 Escorn Road
New Germany

sales@artsolar.net
Telephone +27 31 100 1019
+27 87 287 9649
VAT Number 4350260962
Co. Registration 2010/023025/07

To:
OXF002
OXFORD FAMILY SUPERMARKETS t/a OXFORD FRE
9 Old Main Rd
Hillcrest
Durban
3610

VAT Number:
Reg Number 2010/00324/07

Account No.	Date	Order No	Delivery Note	Invoice No
OXF002	2023-03-23	Quote		SOQ11257

Payment Terms

By accepting this quotation / Invoice, the buyer agrees to be bound by the below payment terms:

ARTsolar (Pty) Ltd does not offer goods on credit.
Goods will only be dispatched once payment reflects in our account.
Prices are valid for 5 days and subject to stock availability. ARTsolar reserves the right to amend prices without further notice.
Solar panels are not pre-packed, should you wish to have your solar panels packed, an additional fee will be charged.
Warranties on non-ARTsolar products are provided on a back-to-back basis and will be honoured by the applicable supplier(s) subject to compliance of the terms and conditions. The ARTsolar warranty is limited to the components provided. ARTsolar is not liable for any consequential damages / losses that may be caused as a result of any of our products.
Upon accepting a quotation / Invoice, you as the customer are accepting our terms and conditions. Kindly refer to www.artsolar.net to view these terms and conditions.

Delivery Disclaimer

Delivery charges are NOT included in this Invoice unless explicitly stated. Any changes to the delivery address after the quote has been accepted or after payment has been made will attract additional charges.

The company is not liable for any claims/damages once the modules are dispatched from our premises. Transit Insurance is for the customer's account.

ARTsolar does NOT provide refunds under any circumstance for goods that have left its premises.
The goods listed on this quotation / Invoice remain the property of ARTsolar (Pty) Ltd until paid for in full. ARTsolar (Pty) Ltd reserves the right to remove / uplift the goods, without any notice to the purchaser, should there be a default with payment.

ANNEXURE C

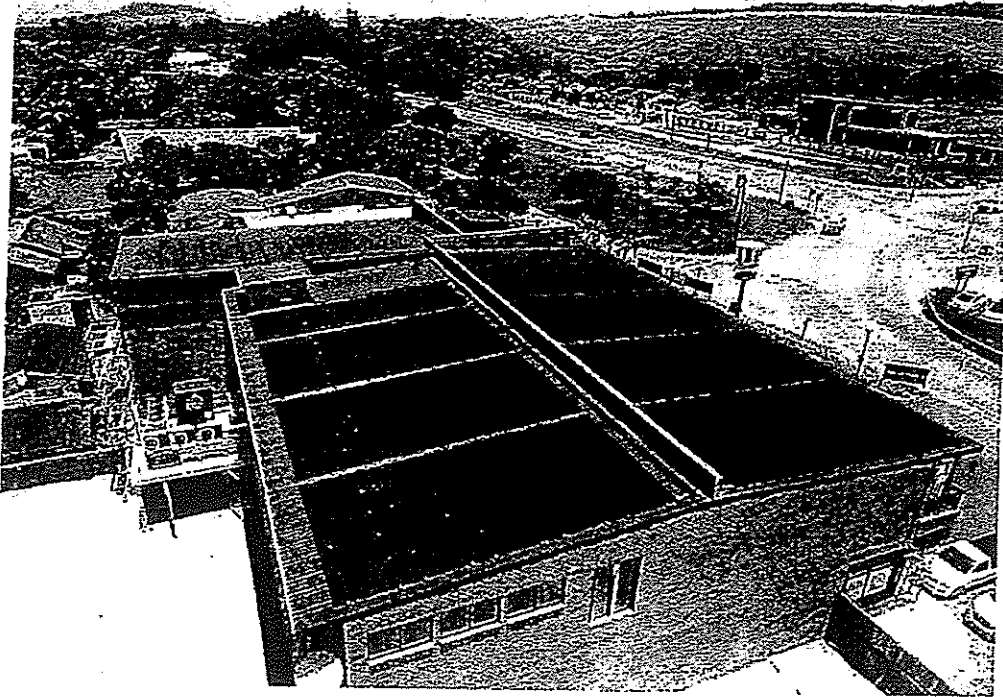
C

ARTsolar (Pty) Ltd
Tel: +27 31 100 1019
Email: sales@artsolar.net



ARTsolar™
PROJECTS

RENEWABLE ENERGY PROPOSAL
(SOLAR PV)
For
OXFORD FRESHMARKET PROPOSAL
BLUFF
REV A



07 OCTOBER 2023

Directors: Eshu Seevnarayan (Chairman), Patrick Goss, Nhlanhla Zondo

www.artsolar.net

Unit 11, 124 Escom Road, New Germany, Durban, KwaZulu-Natal, 3520
VAT No. 4350260982 | Reg No. 2010/023025/07

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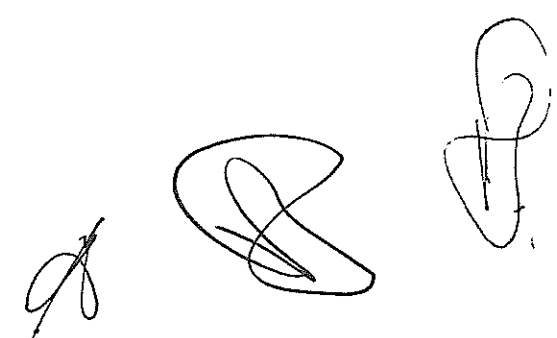
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1 Solar PV Design

Artsolar offers both technical and financially feasible PV solar solutions for grid tied applications. The PV system solutions offered considers both energy savings and energy security.

Energy savings considers the PV solar generation during the day hence the reduction of energy consumption from the grid. This solution allows for the reduction of energy consumption from the grid hence reducing the customer's electricity bill.

Energy security solution provides power during load shedding or power outages from the grid. This solution integrates a diesel generator to ensure that there is continuity and reliability of the electrical supply during the loss of Grid power.

Having conducted a comprehensive assessment using simulation data from Helioscope to determine the potential benefits and financial viability of the project, ARTsolar proposes a solar photovoltaic (PV) system to Oxford Freshmarket for their facility located at Bluff. The preferred system will offer Oxford Freshmarket energy savings.

1.1 Aim of proposal and methodology

The problem faced by Oxford Freshmarket is increased costs in electricity bills. The problem required to be addressed is discussed as follows.

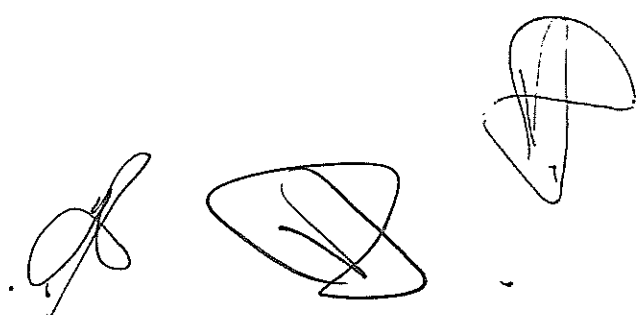
The design of the Grid-tied system is conducted to reduce the overall electricity consumption. The problem will be addressed in 1 option, that is, a Roof mount installation.

1.2 Design Parameters

The following table shows the design parameters that will be set as a benchmark for this project.

OXFORD FRESHMARKET - BLUFF	
	Grid-Tied - Option 1
Peak Power	241.5 kWp
Nominal AC power of the PV inverter	220 kWac
Load ratio	1.10
Total number of PV modules	439
Number of Inverters	2
Annual energy yield	301.6 MWh
Monthly energy yield	25.1 MWh
Performance Ratio	75.2%

Table 1: Design parameters for the solar installation



2 Project Design

The proposed project aims to install a 241.5kW grid-tied solar system at your facility.

Helioscope Design

Figure 1 shows a representation of the solar panels on the IBR roof (Refer to Annexure A for the entire simulation).

Recommended Solution: Option 1 – 241.5 kWp Grid-tied System

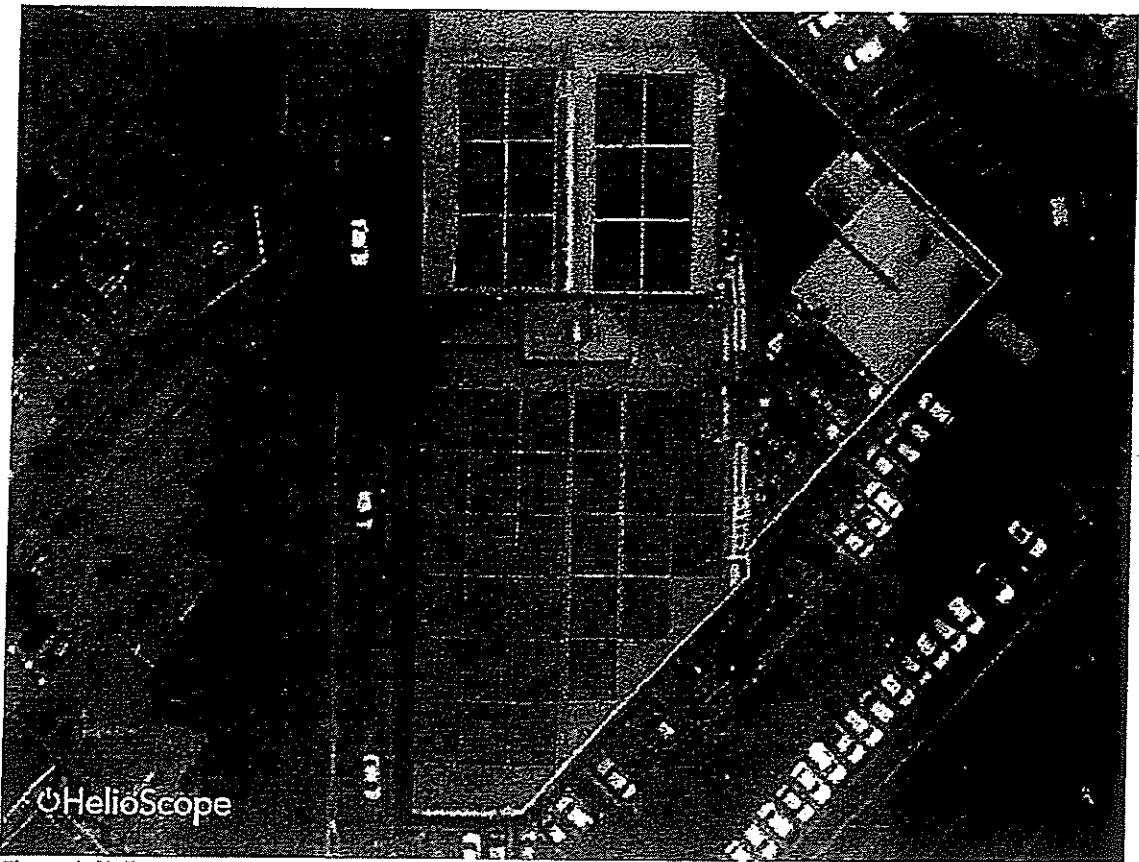
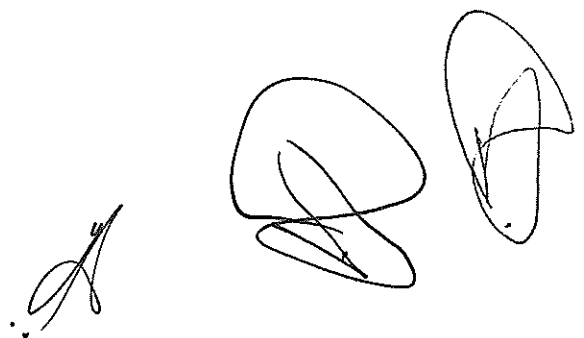


Figure 1: Helioscope Design

Three handwritten signatures in black ink are located in the bottom right corner of the page. The signatures are stylized and appear to be written in a cursive or semi-cursive script.



Recommended Option 1: Grid-tied system with IBR Roof Design

The project scope of work includes the installation of a 241.5 kWp system with 439 x ART550 modules, IBR roof mounted solar photovoltaic system for the property located at Bluff.

ARTsolar shall provide all labour, materials, tools, equipment, transportation, hoisting, rigging, etc. for the complete work herein specified which includes the following:

- Installation of IBR roof mounting structures,
- Installation of 439 x ART550W PV modules,
- Installation of Solar DC cable, connectors, cable trays,
- Installation of DC combiner box,
- Installation of 2 x 110kW SMA grid-tie inverter,
- Installation of LV AC cabling,
- Installation of LV boards, switches, protection devices, earthing and lightning protection,
- Commissioning of the system and Certificate of Compliance (COC).
- All work shall be in accordance with the South African National Standards and local municipality by laws.
- ART550W PV modules shall have a 12-year mechanical warranty and 30-year power output warranty. The 110kW inverter shall have a 5 year product warranty.

Total Project Cost – R 2 494 742.61 Excl VAT (R/Wp – R10.33)

Total Project cost inc. controller – R 2 647 181.63 Excl VAT (R/Wp – R10.96)

2.1 Return on Investment – Grid Tied Option

The simple pay-back period shows the savings per year and the time taken for a return on investment (ROI).

The 220 KWac VAT Exclusive cost R2 536 361.56 Ex Vat.

Thus, at the client's current Blended tariff rate (R1.37 /kWh) and allowing for the stipulated annual increase to the tariff, the potential pay-back period is just 4 years and 11 months.

Figure 2 below indicates the return-on-investment in years indicating the massive cost benefits that Oxford Freshmarket Bluff would generate over a period of 30 years.

Financial Analysis											
Oxford Freshmarket Bluff											
OXFORD FRESHMARKET BLUFF - 241.5kW											
No	Years	Generation	Escal	Tariff (Average Solar)	Total/Year	Total/Month	Maintenance & Monitoring	Network charge	S128 Capital Allowance (Tax Saving: 27% x Cost of System) Y1 12.5%	Total Savings/Revenue (including tax saving)	Cumulative Savings
1	2023	271,440.00	0.0%	R1.00	R36,620.90	R3,051.74	R37,421.14	-R127,849.92	R41,975.63	R1,133,414.83	R1,133,414.83
2	2024	283,296.80	12.0%	R1.21	R476,723.09	R39,726.92	R40,614.83	-R113,347.03	R1,133,414.83	R2,266,829.66	R2,266,829.66
3	2025	301,453.72	12.0%	R1.55	R630,192.34	R52,516.03	R54,643.01	-R118,014.45	R1,133,414.83	R3,400,244.11	R3,400,244.11
4	2026	329,623.55	12.0%	R2.03	R829,628.71	R69,135.72	R72,139.86	-R124,856.17	R1,133,414.83	R4,533,658.58	R4,533,658.58
5	2027	367,806.18	12.0%	R2.78	R1,075,794.83	R89,649.57	R93,911.05	-R131,218.41	R1,133,414.83	R5,667,073.05	R5,667,073.05
6	2028	418,011.54	12.0%	R3.91	R1,385,348.76	R115,449.07	R120,883.93	-R137,771.66	R1,133,414.83	R6,800,487.52	R6,800,487.52
7	2029	484,209.53	12.0%	R5.59	R1,775,554.54	R146,296.05	R152,882.54	-R144,632.75	R1,133,414.83	R7,933,902.00	R7,933,902.00
8	2030	569,430.06	9.0%	R8.14	R2,367,567.18	R197,130.59	R202,133.74	-R151,633.93	R1,133,414.83	R9,067,316.47	R9,067,316.47
9	2031	678,663.05	9.0%	R11.75	R3,285,333.33	R273,777.78	R282,204.44	-R159,430.73	R1,133,414.83	R10,200,730.94	R10,200,730.94
10	2032	808,908.41	9.0%	R16.73	R4,680,500.34	R390,041.69	R402,805.03	-R167,435.24	R1,133,414.83	R11,334,145.41	R11,334,145.41
11	2033	966,065.05	9.0%	R23.50	R6,720,781.83	R560,065.17	R577,779.57	-R175,438.57	R1,133,414.83	R12,467,560.00	R12,467,560.00
12	2034	1,155,435.89	9.0%	R32.81	R9,585,963.96	R798,830.33	R821,242.55	-R183,441.91	R1,133,414.83	R13,600,974.59	R13,600,974.59
13	2035	1,383,717.84	9.0%	R45.35	R1,384,238.45	R1,145,033.54	R1,176,886.54	-R191,445.24	R1,133,414.83	R14,734,389.18	R14,734,389.18
14	2036	1,660,111.81	9.0%	R62.83	R1,911,664.61	R1,572,439.05	R1,617,771.47	-R199,448.57	R1,133,414.83	R15,867,803.77	R15,867,803.77
15	2037	2,003,317.73	9.0%	R88.26	R2,577,947.76	R2,127,328.98	R2,182,913.13	-R207,451.91	R1,133,414.83	R17,001,218.36	R17,001,218.36
16	2038	2,431,616.50	9.0%	R121.93	R3,452,801.81	R2,877,637.07	R2,947,705.18	-R215,455.24	R1,133,414.83	R18,134,632.95	R18,134,632.95
17	2039	2,983,965.05	7.0%	R174.21	R4,757,184.15	R3,964,632.01	R4,078,202.68	-R223,458.57	R1,133,414.83	R19,268,047.54	R19,268,047.54
18	2040	3,698,306.30	7.0%	R245.93	R6,547,025.73	R5,455,585.48	R5,614,458.69	-R231,461.91	R1,133,414.83	R20,401,462.13	R20,401,462.13
19	2041	4,518,639.16	7.0%	R339.49	R9,083,723.51	R7,583,311.13	R7,791,232.75	-R239,465.24	R1,133,414.83	R21,534,876.72	R21,534,876.72
20	2042	5,492,021.54	7.0%	R468.08	R12,527,736.69	R10,455,644.77	R10,714,456.45	-R247,468.57	R1,133,414.83	R22,668,291.31	R22,668,291.31
21	2043	6,673,329.38	7.0%	R645.72	R17,239,431.32	R14,366,428.28	R14,681,418.33	-R255,471.91	R1,133,414.83	R23,801,705.90	R23,801,705.90
22	2044	8,017,706.58	7.0%	R889.42	R23,798,481.92	R19,830,260.16	R20,191,311.76	-R263,475.24	R1,133,414.83	R24,935,120.49	R24,935,120.49
23	2045	9,583,183.08	7.0%	R1,219.13	R33,686,282.33	R27,724,157.08	R28,141,241.54	-R271,478.57	R1,133,414.83	R26,068,535.08	R26,068,535.08
24	2046	11,440,594.76	7.0%	R1,651.91	R47,686,282.33	R39,685,221.33	R40,191,241.54	-R279,481.91	R1,133,414.83	R27,201,949.67	R27,201,949.67
25	2047	13,661,015.62	4.0%	R2,212.32	R67,724,157.08	R56,455,221.33	R57,041,241.54	-R287,485.24	R1,133,414.83	R28,335,364.26	R28,335,364.26
26	2048	16,324,447.51	4.0%	R2,942.82	R95,649,171.50	R79,741,921.33	R80,379,274.34	-R295,488.57	R1,133,414.83	R29,468,778.85	R29,468,778.85
27	2049	19,519,930.32	4.0%	R3,983.32	R133,567,921.33	R110,555,666.67	R111,779,274.34	-R303,491.91	R1,133,414.83	R30,602,193.44	R30,602,193.44
28	2050	23,344,344.34	4.0%	R5,419.93	R185,475,555.56	R154,632,966.67	R156,041,241.54	-R311,495.24	R1,133,414.83	R31,735,608.03	R31,735,608.03
29	2051	27,928,734.73	4.0%	R7,274.43	R257,450,731.71	R212,654,221.33	R214,191,241.54	-R319,498.57	R1,133,414.83	R32,869,022.62	R32,869,022.62
30	2052	34,281,071.07	4.0%	R9,817.07	R358,697,055.62	R297,158,000.00	R300,164,000.00	-R327,501.91	R1,133,414.83	R34,002,437.21	R34,002,437.21

Figure 2: Simple Pay-back period with 12% escalation to tariff

Note: The estimated total savings for the PV system is based on the following:

- the annual municipal tariff increases from inception to year 30.
- the annual increases in network access charges and maintenance costs.
- the energy consumption does not exceed the average daily usage as indicated in the current electricity bill.

A conservative approach was considered for annual tariff increases in the financial model. Should the increase in the municipal tariff exceed the annual increase, hence resulting the in the following positive outcomes:

- increase in annual PV savings.
- substantial reduction in the payback period





2.2 Estimated Costing Analysis – Grid Tied Option

Available Simulated Data (Percentage Savings)			
Description	Energy (kWh)	Tariff	Cost
Estimated Monthly Consumption	203443	As Per Bill	R 359,805.27
Estimated Monthly Simulated Data Generation	22623	R 1.37	R 30,994.14
Percentage Energy Savings (%)			11%

Table 2: Percentage Savings

2.3 Bills of materials

Table 3 shows the materials required for the installation.

Item	Product	Unit	Quantity/Kit
1	PV Modules	Ea	439
2	Mounting System	Ea	439
3	Inverter – 110kW SMA Inverter	set	2
4	Electric Box (Including Circuit Breakers & Wiring)	set	1
5	Solar Cable (6mm ²)	m	9000
6	AC Cable (70mm ²)	m	100

Table 3: Material Schedule



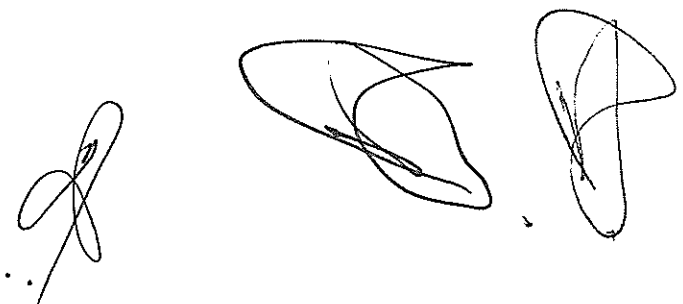
3 Company Information and Warranty

The following warranties apply to the proposed equipment forming part of our technical design.

COMPONENTS	WARRANTY PERIOD
WORKMANSHIP	1 years
PV MODULES	
▪ MODULE MECHANICAL WARRANTY	12 years
▪ MODULE PERFORMANCE WARRANTY	30 years
INVERTERS	5 years

Table 4: Warranties

ANNEXURE A –SOLAR PV SIMULATION RESULTS



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Design 1 - Gridtied OXFORD BLUFF, -29.92563498313885, 31.002036359830015

Report

Project Name: OXFORD BLUFF
 Project Address: -29.92563498313885, 31.002036359830015
 Prepared By: ARTsolar Projects
 admin@artsolar.net



ARTsolar
 LOCAL | POWERFUL | GUARANTEED

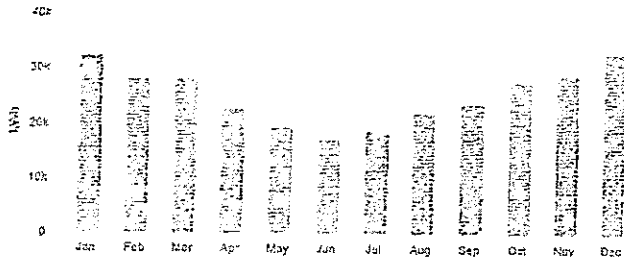
System Metrics

Design: Design 1 - Gridtied
 Module DC Nameplate: 241.5 KW
 Inverter AC Nameplate: 220.0 KW
 Load Ratio: 1.10
 Annual Production: 301.6 MWh
 Performance Ratio: 75.2%
 kWh/kWp: 1,249.3
 Weather Dataset: TMY, 10km Grid, meteorom (meteorom)
 Simulator Version: R452d974fb6e163ec3b-ec0feb8f8-3b8fa19f89

Project Location

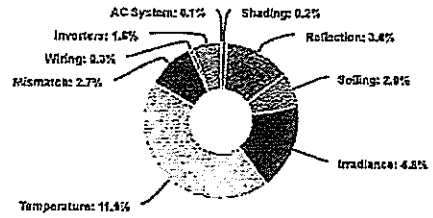


Monthly Production



Month	GHI (kWh/m ²)	POA (kWh/m ²)	Shaded (kWh/m ²)	Nameplate (kWh)	Grid (kWh)
January	181.9	180.8	180.5	41,306.7	32,255.5
February	157.9	157.1	156.7	35,828.7	28,059.5
March	157.1	156.5	155.2	35,648.0	28,068.9
April	124.9	124.4	124.2	28,176.4	22,558.3
May	106.2	106.0	105.8	23,806.5	19,349.7
June	94.1	94.1	93.8	21,004.7	17,238.3
July	101.5	101.4	101.2	22,699.3	18,673.0
August	119.5	119.3	119.1	26,933.4	22,078.5
September	129.3	129.0	128.7	29,297.0	23,737.1
October	151.6	151.0	150.6	34,369.2	27,753.2
November	160.0	159.1	158.7	36,275.7	28,964.0
December	184.0	183.1	182.7	41,805.7	32,910.1

Sources of System Loss



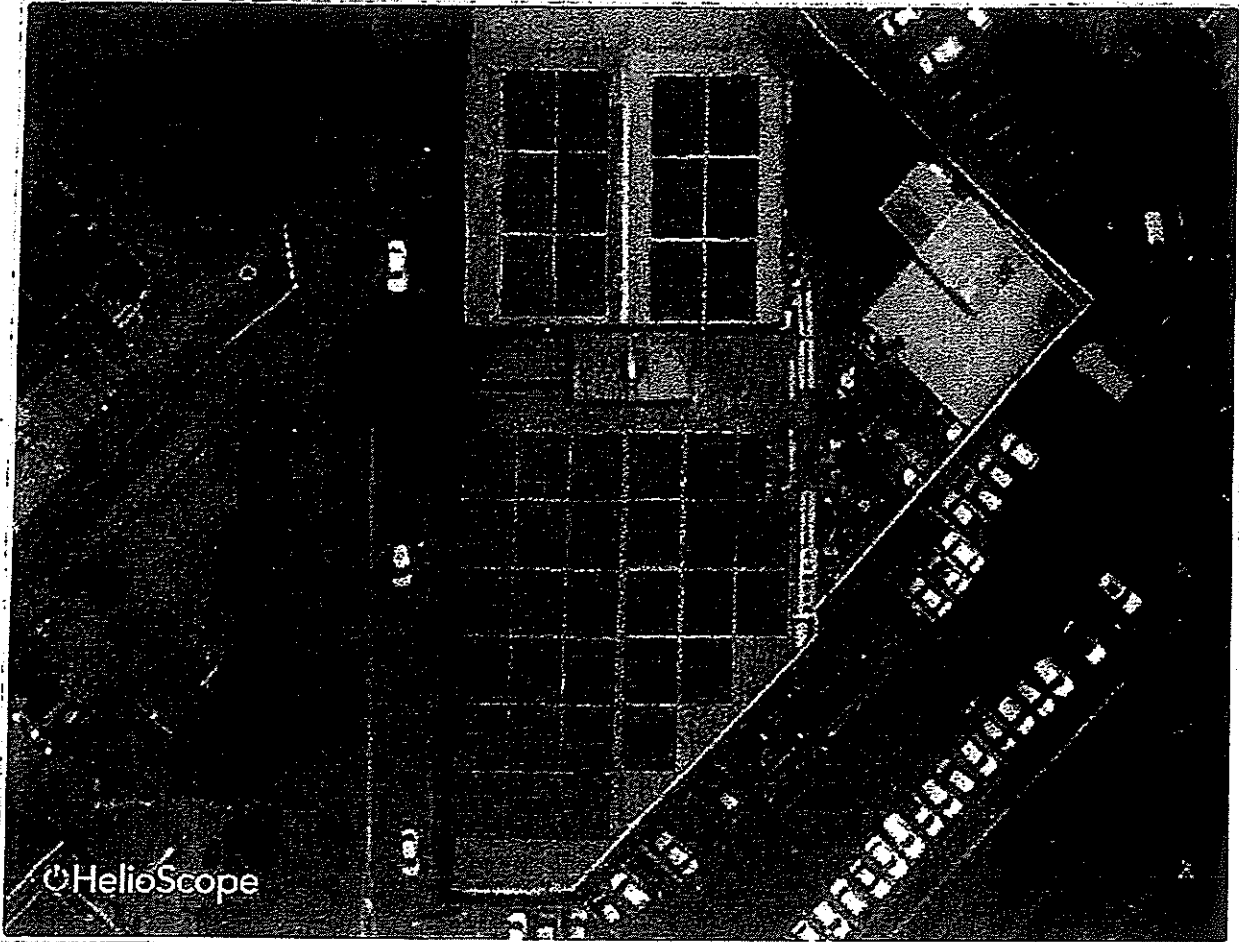
Annual Production			Condition Set								
Description	Output	% Delta	Description	Condition Set 1							
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,668.7	Weather Dataset	TMY, 10km Grid, meteonorm (meteonorm)							
	POA Irradiance	1,661.7	-0.4%	Solar Angle Location	Meteo Lat/Lng						
	Shaded Irradiance	1,658.1	-0.2%	Transposition Model	Perez Model						
	Irradiance after Reflection	1,594.6	-3.8%	Temperature Model	Sandia Model						
	Irradiance after Soiling	1,562.7	-2.0%	Rack Type	a b Temperature Delta						
	Total Collector Irradiance	1,562.7	0.0%	Fixed Tilt	-3.56 -0.075 3°C						
	Nameplate	377,148.5		Flush Mount	-2.81 -0.0455 0°C						
	Output at Irradiance Levels	358,948.0	-4.8%	East-West	-3.56 -0.075 3°C						
	Output at Cell Temperature Derate	316,125.6	-11.5%	Carport	-3.56 -0.075 3°C						
	Output After Mismatch	307,597.8	-2.7%	Soiling (%)	J F M A M J J A S O N D						
Energy (kWh)	Optimal DC Output	306,780.7	-0.3%	2	2	2	2	2	2	2	2
	Constrained DC Output	305,731.2	0.0%	Irradiation Variance	5%						
	Inverter Output	301,823.5	-1.6%	Cell Temperature Spread	4° C						
	Energy to Grid	301,646.1	-0.1%	Module Binning Range	-2.5% to 2.5%						
Temperature Metrics	Avg. Operating Ambient Temp	22.7 °C		AC System Derate	0.50%						
	Avg. Operating Cell Temp	40.8 °C		Trackers	Maximum Angle	Backtracking					
Simulation Metrics	Operating Hours	4542		60°	Enabled						
	Solved Hours	4542		Module Characterizations	Module	Uploaded By	Characterization				
				ART550-144M (ARTsolar)	ARTsolar (Pty) Ltd	ART550-144M.PAN, PAN					
				Component Characterizations	Device	Uploaded By	Characterization				
				Sunny Tripower CORE2 (SMA)	HelioScope	SpecSheet					

Components		
Component	Name	Count
Inverters	Sunny Tripower CORE2 (SMA)	2 (220.0 kW)
AC Home Runs	1/0 AWG (Aluminum)	2 (40.2 m)
Strings	10 mm2 (Copper)	25 (2,330.0 m)
Module	ARTsolar, ART550-144M (550W)	433 (241.5 kW)

Wiring Zones		
Description	Combiner Poles	Stringing Strategy
Wiring Zone	-	Along Racking

Field Segments										
Description	Racking	Orientation	Tilt	Azimuth	Intra-row Spacing	Frame Size	Frames	Modules	Power	
Field Segment 1	Flush Mount	Portrait (Vertical)	10°	269.53607°	0.5 m	2x6	72	72	39.6 kW	
Field Segment 2	Flush Mount	Portrait (Vertical)	10°	89.72454°	0.5 m	2x6	6	72	39.6 kW	
Field Segment 3	Flush Mount	Portrait (Vertical)	10°	90°	0.5 m	2x5	12	115	63.3 kW	
Field Segment 4	Flush Mount	Portrait (Vertical)	10°	270.88995°	0.5 m	2x5	180	180	99.0 kW	

Detailed Layout



[Handwritten signatures]

ANNEXURE D

"D"

ARTsolar (Pty) Ltd
Tel: +27 31 100 7019
Email: sales@artsolar.net



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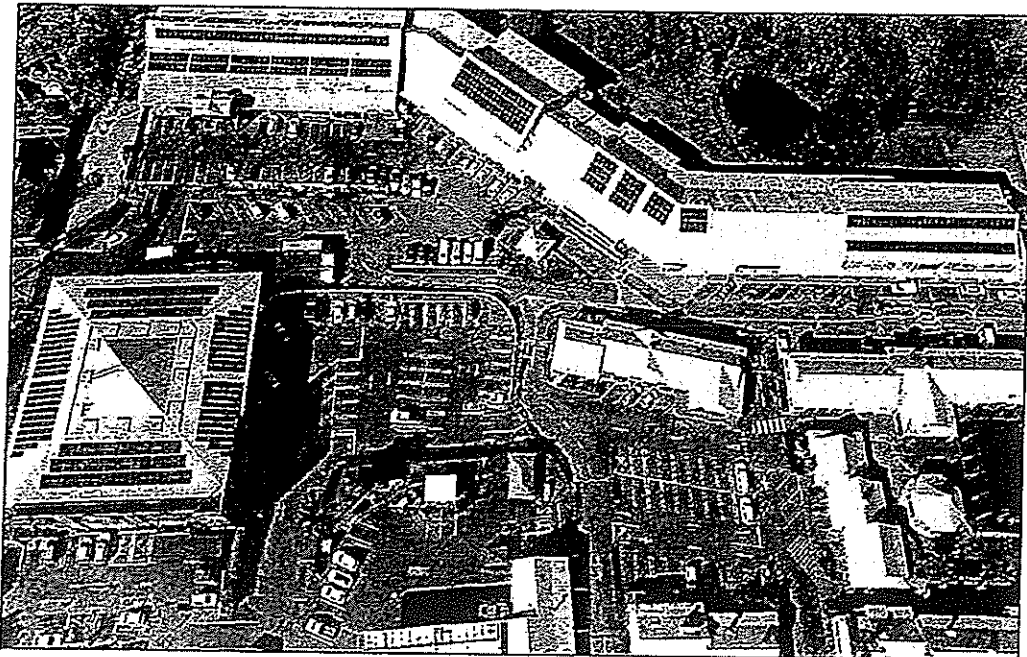
RENEWABLE ENERGY PROPOSAL

(SOLAR PV)

For

OXFORD FRESHMARKET WATERFALL
142 Inanda Rd, Waterfall, Durban, 3652

Rev A



07 OCTOBER 2023

Directors: Eshu Seevarayan (Chairman), Patrick Goss, Nhlanhla Zondo
www.artsolar.net
Unit 11, 124 Escom Road, New Germany, Durban, KwaZulu-Natal, 3620
VAT No. 4350260982 | Reg No. 2010/023025/07



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1. Introduction

Artsolar offers both technical and financially feasible PV solar solutions for grid-tied applications. The PV system solutions offered consider both energy savings and energy security.

Energy savings consider the PV solar generation during the day hence the reduction of energy consumption from the grid. This solution allows for the reduction of energy consumption from the grid hence reducing the customer's electricity bill.

Energy security solution provides power during load shedding or power outages from the grid. This solution utilizes energy storage methods to ensure that there is continuity and reliability of the electrical supply during the loss of electrical supply.

This proposal aims to provide the Client with a bespoke solar photovoltaic (PV) system for their premises located at 142 Inanda Rd, Waterfall, Durban, 3652. The preferred system required by the Client is to provide an energy savings solution. Energy security is not part of this proposal.

1.1 Aim of the project

The aim of this project is to design a suitable PV system that will provide renewable energy to OXFORD FRESHMARKET WATERFALL during the sun hour period to reduce the overall electricity bills.

The PV generation will feed into the main distribution board. The proposal will consist of a 2 x 110kW 3-ph Grid-tied System with 400 ARTsolar panels.



2. Project Design

A design simulation study and an estimated load analysis estimation were conducted for the project to check if the design criteria were met.

2.1 Design Parameters

The table shown below provides the design parameters that will be set as a benchmark for this project.

Oxford High School, Wakan, Ill.	
	Grid-tied System
Peak Power (kWp)	220 kWp
Nominal AC power of the PV inverter (kW)	220 kWac
Load ratio	1.00
Total number of PV modules	400
Number of Inverters	2
Number of Batteries	0
Battery Bank Size (kWh)	0 kWh
Annual energy yield (MWh)	295.7 MWh
Monthly energy yield (MWh)	24.64 MWh
Performance Ratio	76.4 %

Table 1: Design parameters for the solar installation

2.2 Load Analysis Estimation and Assumptions

A preliminary site visit was conducted by ARTsolar personnel. Metering was done for 7 days to determine the energy consumption and municipal bills were provided.

The panels with the required mounting structures will be installed on the existing IBR-type roof facing mainly north assuming that the roof structure can withstand the weight of the PV panels.



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2.3 Helioscope Design

Figure 1 represents the solar panels on the roof (Refer to Annexure A for the simulations).

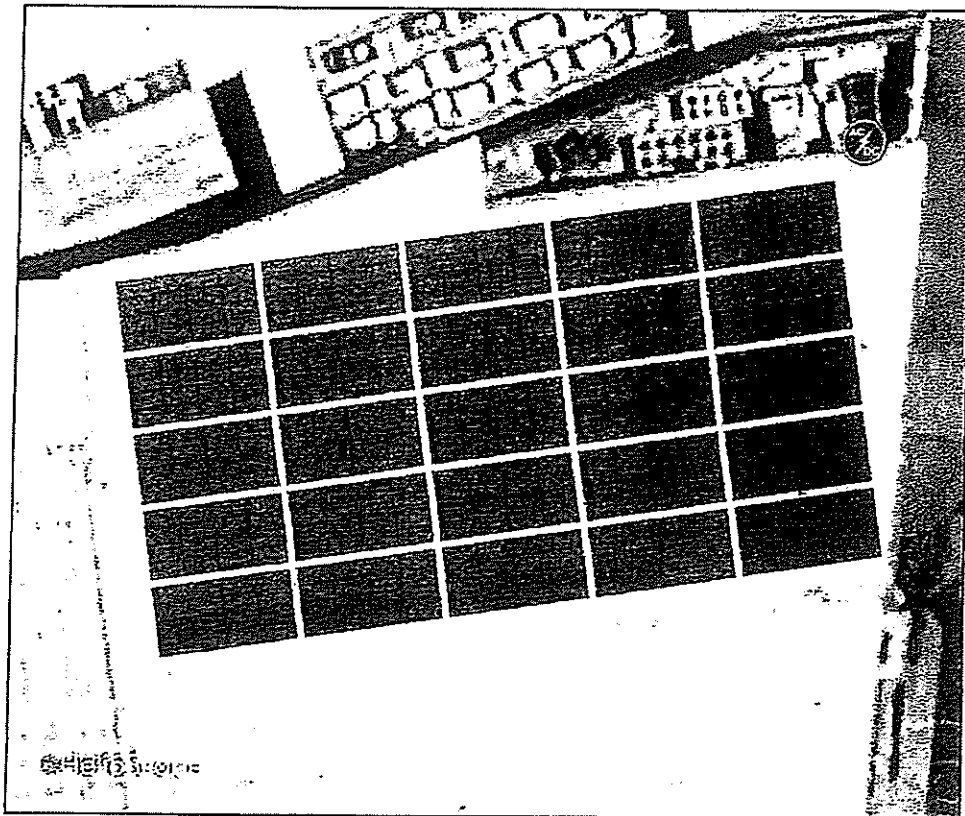
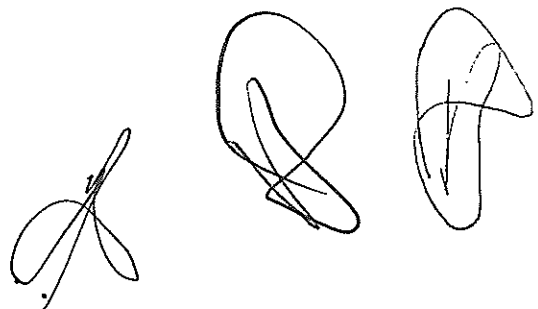


Figure 1: Helioscope Design





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2.4 Proposed PV system

Design – 220 kWp Grid-tied System

The project scope of work includes the installation of a 220 kWp system with a total of 400 x ART550 modules together with all the necessary electrical work to integrate the Grid-tied system. The system will consist of PV panels installed on the IBR roof.

ARTsolar shall provide all labour, materials, tools, equipment, transportation, hoisting, rigging, etc. for the complete work herein specified which includes the following:

- Installation of:-
 - Installation of IBR mounting structures, with 400 x ART550W PV modules on the roof,
 - Installation of Solar DC cable, connectors, cable trays,
 - Installation of DC combiner box,
 - Installation of 2 x 100kW 3-ph SMA HV Three Phase Inverter,
 - Installation of LV AC cabling,
 - Installation of LV boards, switches, protection devices, earthing and lightning protection,
- All work, commissioning, and Certificates of Compliance (COC) of the system shall be in accordance with South African National Standards (SANS 10142-1, Ed. 3.1) and local municipality bylaws,
- ART550W PV modules include a 12-year mechanical warranty and a 30-year power output warranty. The 110kW inverter shall have a 5-year product warranty.

Total Project Cost – R 2 427 609.24 (Excl. VAT) – R11.03/Wp

To cater for PV power during load shedding and/or unexpected power outages, an additional SD controller will be required for the generator backup. The SD controller will also allow for generation throughout the load-shedding period. This will inherently reduce the overall municipal electricity bill per month as well as reduce diesel costs currently occurring.

Total Project Cost (including solar-diesel controller) – R 2 552 609.24(Excl. VAT) – R11.60/Wp



2.5 Return on Investment

The simple pay-back period shows the savings per year and the time taken for a return on investment (ROI).

The 110 kWac VAT Exclusive cost – R 2 427 609.24 (Excl. VAT)

Thus, at the client's current tariff rate (R1.38/kWh) and allowing for a 12% annual increase to the tariff, the potential pay-back period is 4 years, 9 months.

The figure below indicates the return on investment in years indicating the massive cost benefits that Oxford Freshmarket Waterfall would generate over a period of 30 years.

Financial Analysis											
Oxford Freshmarket Waterfall											
Design - 220kW											
Year	Generation	Excl	Tariff (Average Solar)	Total/Year	Total/Month	Maintenance & Monitoring	Network charge	S128 Capital Allowance (Tax Saving) 27% x Cost of System) V1.125%	Total Savings/Revenue (including tax saving)	Cumulative Savings	
1	2020	206 130.00	0.0%	R1.38	R287 239.40	R24 020.95	R46 414.24	-253 925.21	R229 318.12	R1 026 128.28	R1 026 128.28
2	2021	238 745.10	12.0%	R1.55	R376 950.61	R31 419.22	R59 227.22	-346 679.54	R300 269.80	R1 326 398.08	
3	2022	266 309.08	12.0%	R1.73	R463 741.48	R38 978.45	R74 422.45	-419 127.23	R380 000.00	R1 706 398.08	
4	2023	294 554.29	12.0%	R1.94	R549 511.43	R47 129.28	R90 871.30	-502 029.21	R468 000.00	R2 100 398.08	
5	2024	323 623.99	12.0%	R2.17	R634 883.69	R55 735.61	R108 541.01	-600 000.00	R564 000.00	R2 504 398.08	
6	2025	353 582.55	12.0%	R2.43	R719 424.27	R64 808.69	R127 784.66	-700 000.00	R668 000.00	R2 918 398.08	
7	2026	384 489.24	12.0%	R2.71	R803 679.41	R74 574.31	R147 784.66	-800 000.00	R776 000.00	R3 342 398.08	
8	2027	416 394.94	12.0%	R3.01	R887 079.51	R84 734.31	R168 407.43	-900 000.00	R888 000.00	R3 776 398.08	
9	2028	449 359.50	12.0%	R3.33	R969 879.79	R95 277.36	R189 400.00	-1 000 000.00	R1 000 000.00	R4 220 398.08	
10	2029	483 443.18	12.0%	R3.67	R1 051 527.66	R106 278.38	R210 725.00	-1 100 000.00	R1 100 000.00	R4 684 398.08	
11	2030	518 706.61	12.0%	R4.03	R1 142 564.21	R117 444.21	R232 250.00	-1 200 000.00	R1 200 000.00	R5 166 398.08	
12	2031	555 200.99	12.0%	R4.41	R1 242 524.33	R129 000.00	R254 000.00	-1 300 000.00	R1 300 000.00	R5 666 398.08	
13	2032	592 986.15	12.0%	R4.81	R1 351 564.21	R141 000.00	R276 000.00	-1 400 000.00	R1 400 000.00	R6 184 398.08	
14	2033	632 123.29	12.0%	R5.23	R1 470 000.00	R153 000.00	R298 000.00	-1 500 000.00	R1 500 000.00	R6 720 398.08	
15	2034	672 673.55	12.0%	R5.67	R1 598 424.27	R166 000.00	R320 000.00	-1 600 000.00	R1 600 000.00	R7 284 398.08	
16	2035	714 709.24	12.0%	R6.13	R1 736 479.41	R179 000.00	R342 000.00	-1 700 000.00	R1 700 000.00	R7 876 398.08	
17	2036	758 294.94	12.0%	R6.61	R1 884 679.51	R192 000.00	R364 000.00	-1 800 000.00	R1 800 000.00	R8 496 398.08	
18	2037	803 494.29	12.0%	R7.11	R2 043 079.79	R206 000.00	R386 000.00	-1 900 000.00	R1 900 000.00	R9 144 398.08	
19	2038	850 369.50	12.0%	R7.63	R2 212 244.27	R220 000.00	R408 000.00	-2 000 000.00	R2 000 000.00	R9 820 398.08	
20	2039	898 982.55	12.0%	R8.17	R2 392 679.41	R234 000.00	R430 000.00	-2 100 000.00	R2 100 000.00	R10 524 398.08	
21	2040	949 394.94	12.0%	R8.73	R2 584 824.27	R248 000.00	R452 000.00	-2 200 000.00	R2 200 000.00	R11 256 398.08	
22	2041	1 001 679.41	12.0%	R9.31	R2 789 244.27	R262 000.00	R474 000.00	-2 300 000.00	R2 300 000.00	R12 016 398.08	
23	2042	1 055 909.24	12.0%	R9.91	R2 996 479.51	R276 000.00	R496 000.00	-2 400 000.00	R2 400 000.00	R12 804 398.08	
24	2043	1 112 154.29	12.0%	R10.53	R3 216 979.79	R290 000.00	R518 000.00	-2 500 000.00	R2 500 000.00	R13 620 398.08	
25	2044	1 170 489.24	12.0%	R11.17	R3 451 244.27	R304 000.00	R540 000.00	-2 600 000.00	R2 600 000.00	R14 476 398.08	
26	2045	1 230 982.55	12.0%	R11.83	R3 700 000.00	R318 000.00	R562 000.00	-2 700 000.00	R2 700 000.00	R15 372 398.08	
27	2046	1 293 706.61	12.0%	R12.51	R3 963 879.51	R332 000.00	R584 000.00	-2 800 000.00	R2 800 000.00	R16 308 398.08	
28	2047	1 358 739.50	12.0%	R13.21	R4 243 524.33	R346 000.00	R606 000.00	-2 900 000.00	R2 900 000.00	R17 284 398.08	
29	2048	1 426 143.29	12.0%	R13.93	R4 539 564.21	R360 000.00	R628 000.00	-3 000 000.00	R3 000 000.00	R18 300 398.08	
30	2049	1 496 000.00	12.0%	R14.67	R4 852 679.41	R374 000.00	R650 000.00	-3 100 000.00	R3 100 000.00	R19 356 398.08	
					R42 679 900.49				R31 318.12	R3 726 164.44	

Figure 2: Simple Pay-back period with 12% escalation to tariff

Note the following:

- The estimated total savings for the PV system is based on the following:
 - the annual municipal tariff increases from inception to year 30.
 - the annual increases in maintenance costs.



- the energy consumption does not exceed the estimated average daily usage.
- The municipal electricity bills were not provided therefore estimations were made for the tariff analysis and energy usage based on the landlord's monthly bill.
- Assumed that the tariffs are based on the Ethekwini Municipality Commercial Time Of Use (CTOU).

A conservative approach was considered for annual tariff increases in the financial model. Should the increase in the municipal tariff exceed the 12% annual increase, the outcome will be shown in the following positive ways:

- increase in annual PV savings;
- substantial reduction in the payback period.

2.6 Estimated Costing Analysis

As part of the tariff analysis shown in the table below, the most recent 3-month municipal electricity bills are taken and generation data from helioscope software. In this case, no municipal electricity bills were provided therefore the landlord's June electricity bill consumption was used to determine the monthly energy usage. The savings shown in the table below are based on the energy (kWh) consumed.

Actual vs Simulated Data Energy Percentage Savings	
Description	Energy (kWh)
Estimated Monthly Consumption	100262
Estimated Monthly Simulated Data Generation	22179
Energy Percentage Savings (%)	22%

Table 2: Percentage of Energy Savings



2.7 Bills of materials

The basic components used for the recommended option solar system are given below.

PV Solar Power System			
			220 kWp Grid-tied System
Item	Product	Unit	Quantity/Kit
1	PV Modules	No.	400
2	IBR Mounting System	No.	400
3	Inverter – 110kW SMA Inverter	No.	2
4	Electric Box (Including Circuit Breakers & Wiring)	No.	1
5	Solar Cable (6mm ²)	m	9000
6	AC Cable (70mm ²)	m	80

Table 3: Material Schedule

3. Company Information and Warranty

The following warranties apply to the proposed equipment forming part of our technical design.

COMPONENTS	WARRANTY PERIOD
WORKMANSHIP	1 year
PV MODULES	
▪ MODULE MECHANICAL WARRANTY	12 years
▪ MODULE PERFORMANCE WARRANTY	30 years
INVERTERS	5 years
BATTERIES	10 years

Table 4: Warranties



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ANNEXURE A – SOLAR PV SIMULATION RESULTS

Design Oxford Freshmarket - Waterfall, 142 Inanda Rd, Waterfall, Durban, 3652

Report

Project Name Oxford Freshmarket - Waterfall
Project Address 142 Inanda Rd, Waterfall, Durban, 3652
Prepared By ARTsolar Projects
 admin@artsolar.net

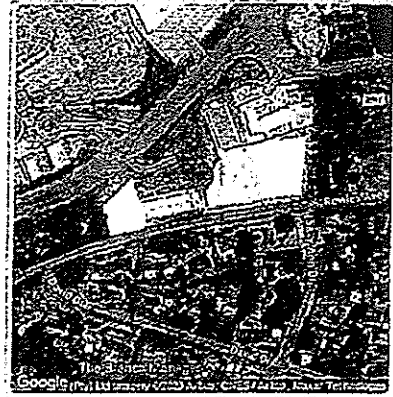


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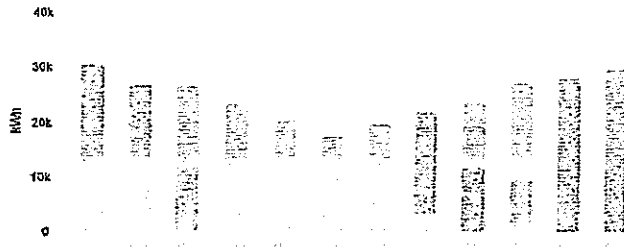
System Metrics

Design Design
Module DC Nameplate 220.0 kW
Inverter AC Nameplate 220.0 kW
Load Ratio: 1.00
Annual Production 295.7 MWh
Performance Ratio 76.4%
kWh/kWp 1,344.2
Weather Dataset TMY, 10km Grid, meteonorm/nrel medium resolution (meteonorm)
Simulator Version 94c2e17ed0-14e5d348f6-fb36a2870-b0b842a9ba

Project Location

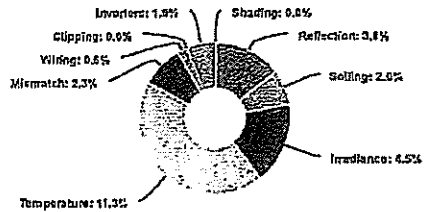


Monthly Production



Month	GHI (kWh/m ²)	POA (kWh/m ²)	Shaded (kWh/m ²)	Nameplate (kWh)	Grid (kWh)
January	185.0	185.0	185.0	38,556.7	30,500.8
February	160.0	161.9	161.9	33,694.9	26,718.7
March	155.5	161.1	161.1	33,524.0	26,777.4
April	130.3	138.5	138.5	28,732.6	23,286.3
May	109.9	120.0	120.0	24,699.0	20,333.8
June	91.9	101.9	101.9	20,889.8	17,470.1
July	104.2	115.2	115.2	23,633.7	19,763.8
August	119.6	128.2	128.2	26,517.4	21,979.4
September	133.9	139.0	139.0	28,851.5	23,684.9
October	158.0	160.9	160.9	33,494.8	27,243.5
November	167.3	167.8	167.8	34,882.2	28,102.3
December	181.3	180.5	180.5	37,554.1	29,857.9

Sources of System Loss



Annual Production

Description	Output	% Delta
Irradiance (kWh/m²)		
Annual Global Horizontal Irradiance	1,696.9	
PDA Irradiance	1,760.1	3.7%
Shaded Irradiance	1,760.1	0.0%
Irradiance after Reflection	1,693.7	-3.8%
Irradiance after Soiling	1,659.9	-2.0%
Total Collector Irradiance	1,659.9	0.0%
Nameplate	365,030.7	
Output at Irradiance Levels	348,660.2	-4.5%
Output at Cell Temperature Derate	309,369.7	-11.3%
Output After Mismatch	302,255.1	-2.3%
Optimal DC Output	300,575.4	-0.6%
Constrained DC Output	300,544.8	0.0%
Inverter Output	295,736.0	-1.6%
Energy to Grid	295,719.0	0.0%
Temperature Metrics		
Avg. Operating Ambient Temp		20.6 °C
Avg. Operating Cell Temp		39.4 °C
Simulation Metrics		
Operating Hours	4546	
Solved Hours	4546	

Condition Set

Description	Condition Set 1
Weather Dataset	TMV, 10km Grid, meteonorm/nrel medium resolution (meteonorm)
Solar Angle Location	Meteo Lat/Lng
Transposition Model	Perez Model
Temperature Model	Sandia Model
	Rack Type a b Temperature Delta
Temperature Model Parameters	Fixed Tilt -3.56 -0.075 3°C
	Flush Mount -2.81 -0.0455 0°C
	East-West -3.56 -0.075 3°C
	Carport -3.56 -0.075 3°C
Soiling (%)	J F M A M J J A S O N D
	2 2 2 2 2 2 2 2 2 2 2 2
Irradiation Variance	5%
Cell Temperature Spread	4° C
Module Binning Range	-2.5% to 2.5%
AC System Derate	0.50%
Trackers	Maximum Angle Backtracking
	60° Enabled
Module Characterizations	Module Uploaded By Characterization
	ART550-144M (ARTsolar) ARTsolar (Pty) Ltd ART550-144M.PAN, PAN
Component Characterizations	Device Uploaded By Characterization
	Sunny Tripower CORE2 (SMA) HelioScope Spec Sheet

Components

Component	Name	Count
Inverters	Sunny Tripower CORE2 (SMA)	2 (220.0 kW)
AC Home Runs	35 mm2 (Copper)	2 (4.0 m)
Strings	6 mm2 (Copper)	24 (1,807.3 m)
Module	ARTsolar, ART550-144M (550W)	400 (220.0 kW)

Wiring Zones

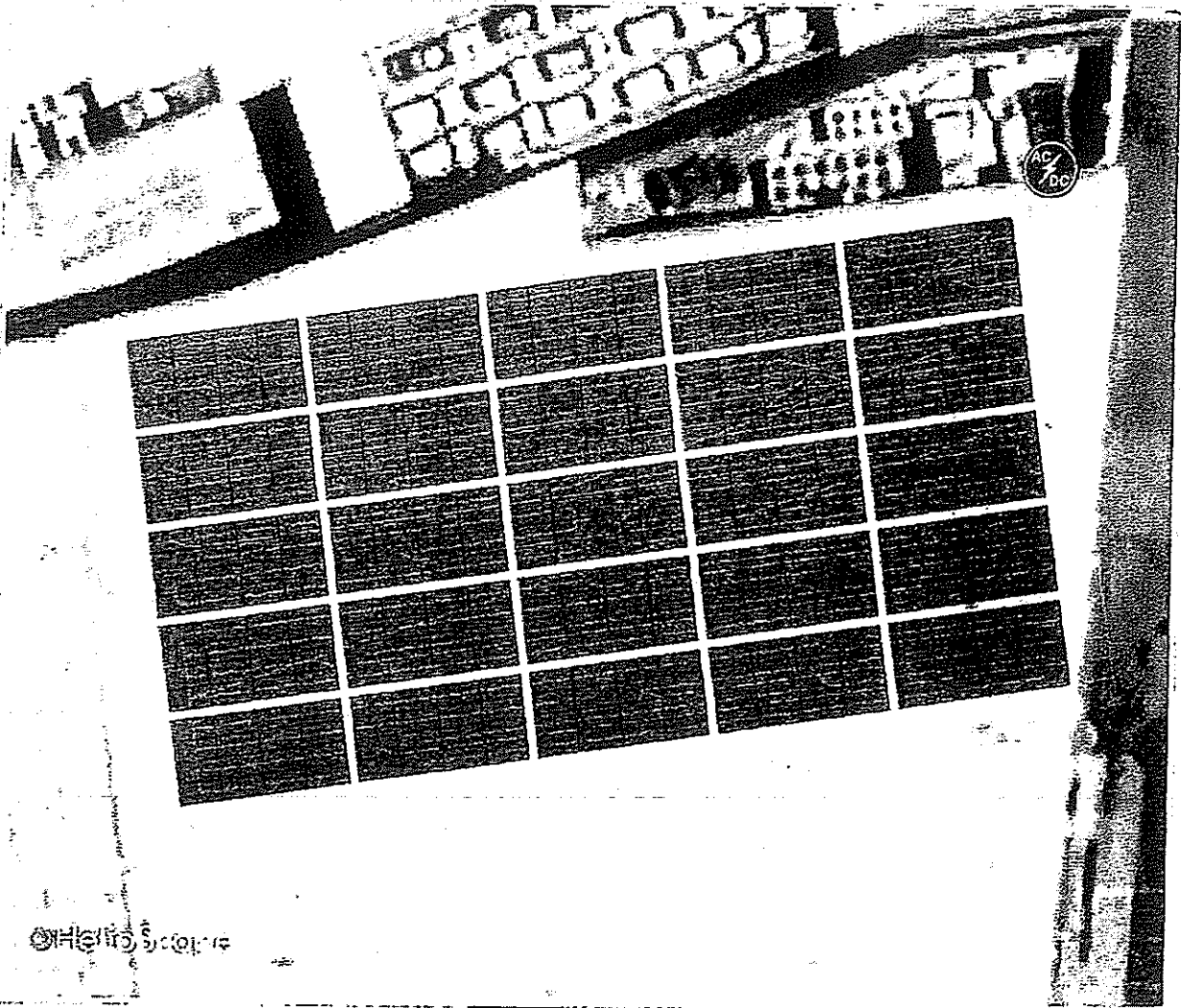
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	-	12-19	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Landscape (Horizontal)	5°	351.77478°	0.5 m	4x4	25	400	220.0 kW



Detailed Layout



Three handwritten signatures in black ink, arranged horizontally from left to right.

E



This communication is intended for the addressee only, it is privileged and confidential and any unauthorised dissemination or copying is prohibited. If you have received this communication in error please notify us immediately and please destroy the original message.

From: Kershlyn Govender <kershlyn@artsolar.net>
Sent: Friday, January 26, 2024 4:45 PM
To: Bhavana Harricharan <bhavana@oxfordvillage.co.za>
Cc: Brett Latimer <brett@brettlatimer.com>; paul@oxfordfreshmarket.co.za; Simon Munnik <simon@rwokzn.co.za>; Melaine Sukhraj <melaine@brettlatimer.com>; sarika@oxfordfreshmarket.co.za
Subject: Re: Re : Oxford Freshmarket Hillcrest - Solar Panels

Hi Bhavana

Hope you are well

I have received your email above,

I'm currently unwell and away from work as mentioned earlier.

I will revert back to you as soon as possible.

I have sent the above to management currently in the office now.

Kind regards

On Fri, 26 Jan 2024, 10:27 Bhavana Harricharan, <bhavana@oxfordvillage.co.za> wrote:

Good morning Kershlyn

The bottom right of the page contains three handwritten signatures or initials. The first is a cursive signature, the second is a stylized signature, and the third is a large, circular initial or signature.

I trust this email finds you well.

Further to Brett's instruction, kindly confirm that the panels installed, as per your sales pitch and statement, at Oxford Freshmarket Hillcrest, were locally manufactured by ArtSolar at the production plant in New Germany.

I look forward to your response.

Kind Regards,

Bhavana Harricharan

Group Property Manager

Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680

A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610

Important Information

Unless otherwise stated, all quotes and invoices are valid for a period of 5 days, are subject to stock availability and Ex. Works, i.e. that they exclude delivery and packaging. Both delivery and packaging are additional costs, if you would like a delivery quote done please send through the full delivery address as well as a contact person's details. No Panels can be sent out for delivery without packaging as our courier partners will not accept them. See note for Warranty Purposes that all non ARTsolar products are covered on a back to back warranty basis. Please refer to terms and conditions at www.artsolar.net. For warranty purposes All Solar panels / components need to be installed by an accredited solar installer in compliance with the SANS 10142-1-1 (Wiring of Low Voltage Installations and SANS 10142-1-2 (Embedded Generation Installation) regulations with

Bhavana Harricharan

From: Kershlyn Govender <kershlyn@artsolar.net>
Sent: Friday, 02 February 2024 16:48
To: Bhavana Harricharan
Cc: Brett Latimer; paul@oxfordfreshmarket.co.za; Melaine Sukhraj; sarika@oxfordfreshmarket.co.za; Yaadhna Harilal; Denesh Ramparsad
Subject: Re: Re : Oxford Freshmarket Hillcrest - Solar Panels

Dear Bhavana

Hope you are well

Apologies for the delayed response, as advised, I was unwell.

For clarity I did not state that I am unable to answer your question. I advised that due to me not being in the office I forwarded your request for someone in management to assist in my absence. Trust this clarifies my position.

With regard to the panels supplied to Oxford , please take note of the following:

1. Since inception, the Oxford project took several months to complete, this was as a result of the delays faced with your engineers and payments
2. Please note that our production line was undergoing an upgrade prior to Oxford contacting Artsolar
3. We confirm that the modules supplied to Oxford were completed by ARTsolar's Approved OEM (Original Equipment Manufacturer). The modules also underwent the various local processing standards which are accepted by the DTIC.
4. We can confirm that the modules were manufactured as per the ARTsolar Standard Operating Procedures (SOP) and underwent the relevant ARTsolar quality process. All the modules supplied hold the ARTsolar warranties and guarantees.
5. Further, the modules endured the following stringent process at our facility :
 - Visual Inspection as per the IEC standards and specific visual criteria
 - 1st Electroluminescence (EL) inspection for any microcracks or defects as per the IEC standards and specific criteria
 - Specific testing and manufacturing process in line with IEC 61215 AND IEC 61730:

'F'

Ø Sun simulator - checking the watt peak of the module as well as the IV curve

Ø Hi-Pot - High voltage injection @4.8kV to stress test the module, this is to verify that every module that is tested can withstand more than the operating voltage.

Ø Final El -this is the final check to ensure that the panel is not damaged after the HI-pot test and this is the final grading of the module before binning and packaging.

Performance of modules:

The performance of the modules is: There has been a 0% difference.

Month	Simulated (kWh)	Actual (kWh)	Percentage Difference(%)
Oct-23	30414.765	30497	0%
Nov-23	31215.426	34208	-9%
Dec-23	32692.077	29132	12%
Jan-24	35048.472	35532	-1%
Total	129370.74	129369	0%

I am uncertain on the reason for this request as this entire deal was handled exclusively by Kandace Singh (our BRM at the time) who has on several occasions mentioned that "Brett knows our business model exactly". Further to this, Brett in my last meeting with him advised me he knew everything about our business.

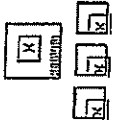
Leaving aside the possible breach of confidential information, I cannot comment on the sales pitch presented as I was a part of the technical team at that time and the entire sales process was exclusively managed and executed by Kandace. Further Kandace was managed by Shalen Hansraj the Head of Commercial (at the time), both of whom are duly aware of the above.

As you are aware Kandace is currently no longer with ARTsolar however, you have direct access to her and are welcome to approach her on anything further that she has represented to you.

Kind Regards

KERSHLYN GOVENDER
Commercial Manager

+27311001019 | kershlyn@artsolar.net | www.artsolar.net
DBN: 124 Escom Road, Pinetown, 3610



F

On Thu, 1 Feb 2024 at 12:06, Bhavana Harricharan <bhavana@oxfordvillage.co.za> wrote:

Good day Kershlyn,

I trust you are well.

I would be grateful if you could provide a response to the email below. I have made several attempts to contact you with no success.

Kind Regards,

Bhavana Harricharan

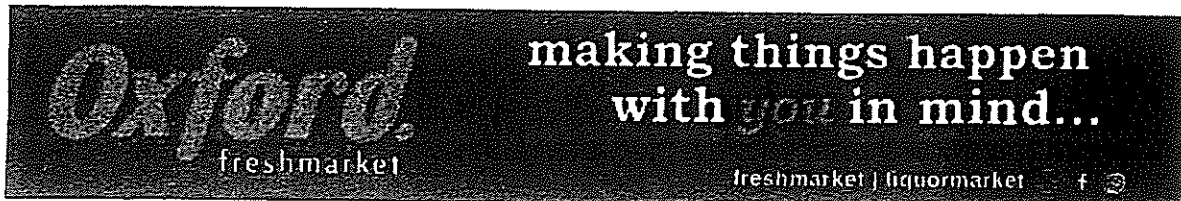
Group Property Manager

Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680


A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610



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Handwritten scribbles and signatures at the bottom right of the page.

From: Bhavana Harricharan
Sent: Friday, January 26, 2024 4:59 PM
To: 'Kershlyn Govender' <kershlyn@artsolar.net>
Cc: Brett Latimer <brett@brettlatimer.com>; paul@oxfordfreshmarket.co.za; Simon Munnik <simon@rwpkzn.co.za>; Melaine Sukhraj <melaine@brettlatimer.com>; sarika@oxfordfreshmarket.co.za
Subject: RE: Re : Oxford Freshmarket Hillcrest - Solar Panels
Importance: High

'F'


Dear Kershlyn

Thank you for the email.

I am sorry to hear you are unwell.

As head of projects all meetings, presentations and specs of the system were presented by yourself to Oxford.

Kindly advise why you are unable to answer the question? Surely as head of projects you should be able to provide an answer without having to refer the query to management.

Kind Regards,

Bhavana Harricharan

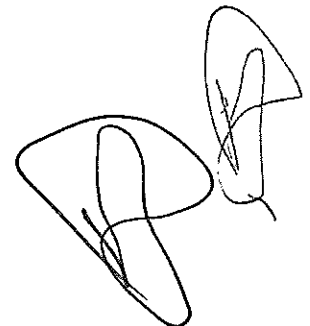
Group Property Manager

Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680

A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610



ANNEXURE

Bhavana Harricharan

From: Bhavana Harricharan
Sent: Tuesday, 06 February 2024 14:42
To: Eshu Seevnarayan
Cc: Brett Latimer
Subject: Re : Oxford Family Supermarkets (Pty) Ltd / ARTsolar
Attachments: 1409_001.pdf

Importance: High

Dear Mr Seevnarayan

I trust this email finds you well.

Kindly find attached letter for your attention.

Kind Regards,

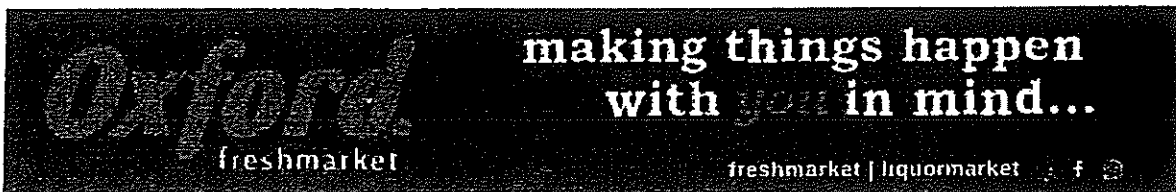
Bhavana Harricharan

Group Property Manager
Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680

A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610



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G

Oxford.

freshmarket

06 February 2024

Mr. E Seevnarayan
ARTSolar
124 Escom Road
Pinetown

By Email : eshu@lylax.com

Dear Eshu

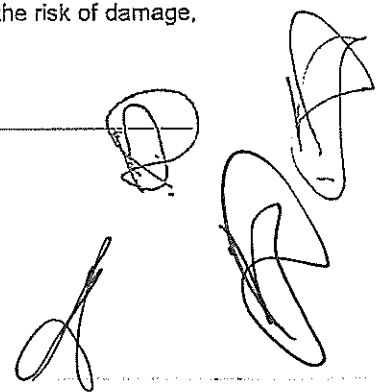
RE: OXFORD FAMILY SUPERMARKETS (PTY) LTD// ARTSOLAR

I trust that you are well.

I am writing to you because I have massive concerns about my solar panel installation.

1. In 2022 I was investigating installing solar panels at several of Oxford's supermarkets and was referred to ARTsolar.
2. On 2 August 2022, representatives of ARTsolar conducted a site visit of Oxford's Hillcrest store.
3. On 5 August 2022, Paul Beltramo and myself held a meeting with ARTsolar's Commercial Manager - Shāilen Hansraj, Electrical Engineer - Denesh Rampersad, Kershlyn Govender and Kandace Singh to discuss ARTsolar's renewable energy proposal for Oxford.
4. On 24 January 2023 Paul Beltramo and myself met with Kershlyn Govender and the ARTsolar representatives to discuss the quotation received by Oxford in August 2022.
5. Kershlyn Govender advised Paul Beltramo and me that ARTsolar had an advantage over other service providers as ARTsolar manufactured solar panels locally, which were less prone to cracks developing as the solar panels would not be transported from China to South Africa.
6. Kershlyn Govender provided Paul Beltramo and me with a tour of the factory and observed the manufacturing of solar panels.
7. I was impressed by ARTsolar's representations that it manufactured solar panels in South Africa and that by using locally manufactured solar panels, the risk of damage, in transit, was eliminated.

Oxford Family Supermarkets (Pty) Ltd.
9 Old Main Road, Hillcrest, 3610
Tel 031 - 451 9680. E-mail brett@brettlatimer.com
Directors: B. A. Latimer, P A Beltramo
Reg. 2010/003246/07



Oxford.

freshmarket

8. On 23 March 2023, ARTsolar provided Oxford with a sales agreement and a proforma invoice and advised that ARTsolar was holding the price for Oxford and the installation of the solar panels was urgent as per Kershlyn Govender, due to price fluctuations and potential price increases and global material shortage.

This in fact was not true as prices were on their way down as we saw on the ARTsolar proposals received for Oxford Bluff and Oxford Waterfall. The proposals reflected a differential of approximately R1 million on the Hillcrest installation.

9. On 13 April 2023, Oxford entered into an Installation and Service Sales Agreement with ARTsolar to purchase and instal 548 locally manufactured solar panels.

10. I have been advised contrary to the representations from ARTsolar that the 548 solar panels, sold to Oxford and installed at its Hillcrest store, were not manufactured locally but imported from China.

11. On 2 February 2024, my office was advised by Kershlyn Govender that.

"We confirm that the modules supplied to Oxford were completed by ARTsolar's Approved OEM (Original Equipment Manufacturer). The modules also underwent the various local processing standards which are accepted by the DTIC."

Kindly advise whether the solar panels installed at Oxford Hillcrest were manufactured in South Africa as represented by Kershlyn Govender alternatively manufactured in China and imported by ARTsolar.

I look forward to receiving your response.

Yours sincerely


Brett Latimer

Oxford Family Supermarkets (Pty) Ltd.
9 Old Main Road, Hillcrest, 3610
Tel 031 – 451 9680, E-mail brett@brettlatimer.com
Directors: B. A. Latimer, P A Beltramo
Reg. 2010/003246/07

G

Bhavana Harricharan

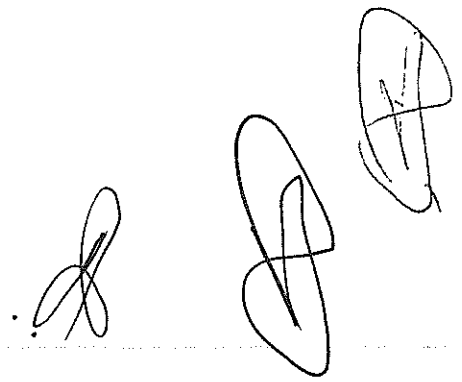
From: Eshu Seevnarayan <Eshu@lylax.com>
To: Bhavana Harricharan
Sent: Wednesday, 07 February 2024 09:42
Subject: Read: Re : Oxford Family Supermarkets (Pty) Ltd / ARTsolar



Your message

To:
Subject: Re : Oxford Family Supermarkets (Pty) Ltd / ARTsolar
Sent: Wednesday, February 7, 2024 9:42:00 AM (UTC+02:00) Harare, Pretoria

was read on Wednesday, February 7, 2024 9:42:06 AM (UTC+02:00) Harare, Pretoria.



Melaine Sukhraj

From: Brian Denny <Brian.Denny@nortonrosefulbright.com>
Sent: Tuesday, 13 February 2024 12:47
To: Brett Latimer
Subject: FW: ARTSOLAR / SEEVNARAYAN / LATIMER [IMAN-DBN_MATTERS.FID486156]
Attachments: 20240213112017627.pdf

Hi Brett

I attach a letter received from David Randles.

Please advise when I may call.

Regards

Brian Denny | Director
 Norton Rose Fulbright South Africa Inc
 3 Pencarrow Crescent, Pencarrow Park, La Lucia Ridge, Durban, 4051, South Africa Tel +27 31 582 5650 | Mob +27 83 303 9107 brian.denny@nortonrosefulbright.com

NORTON ROSE FULBRIGHT

Law around the world
nortonrosefulbright.com

-----Original Message-----

From: Lesley Baker <lesleyB@tmj.co.za>
Sent: Tuesday, February 13, 2024 12:12 PM
To: Brian Denny <Brian.Denny@nortonrosefulbright.com>
Subject: ARTSOLAR / SEEVNARAYAN / LATIMER

[External Email - Use Caution]

LETTER ATTACHED

Lesley Baker
 Secretary to David Randles: Litigation
[\[https://s15.postimg.cc/72kw7p917/tmjlogo.png\]](https://s15.postimg.cc/72kw7p917/tmjlogo.png)
 T 031 566 2207
 S lesleyB@tmj.co.za
 W www.tmj.co.za<<http://www.tmj.co.za>>
[\[https://s15.postimg.cc/mqqosbe1n/pss.png\]](https://s15.postimg.cc/mqqosbe1n/pss.png)

[\[https://i.postimg.cc/vmk21hDk/BBBEE1-Contributor-Email-Signature3.png\]](https://i.postimg.cc/vmk21hDk/BBBEE1-Contributor-Email-Signature3.png)<<https://www.tmj.co.za/>>
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**tomlinson
mnguni
james**

ATTORNEYS

Durban Office:
Suite 201, Ridge 6
20 Ncondo Place
Umhlanga Rocks, 4320,
South Africa

PO Box 25303, Gateway,
4321

DoceX 10 Umhlanga

T: 031 566 2207
F: 031 566 2503
E: durban@tmj.co.za
W: www.tmj.co.za

Your Reference	Our Reference	Date
	D Randles/lb	February 13 2024

NORTON ROSE FULBRIGHT
Brian.Denny@nortonrosefulbright.com

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Dear Brian

ARTSOLAR (PTY) LIMITED / ESHU SEEVNARAYAN / BRETT LATIMER

I attach a transcribed version of a message sent digitally by Brett Latimer to Moses Tembe.

The letter is –

1. inaccurate;
2. replete with untrue statements;
3. defamatory;
4. provocative;
5. designed and intended to cause harm and an injuria to my clients;

in that, amongst other things, he states or implies –

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Montrose, Pietermaritzburg, 3201, South Africa, PO Box 13156, Cascades, 3202, DoceX 7, Pietermaritzburg
T: 033 341 9100, F: 033 394 3505, E: tmj@tmj.co.za
Johannesburg Office: Suite 11 1st Floor, Daisy Street Office Park, 135 Daisy Street, Sandown, Sandton, 2196. DoceX 81, Sandton Square,
PostNet Suite 328 Gallo Manor 2052. T: 011 784 2634 F: 011 784 2636 E jhb@tmj.co.za

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Senior Executive Consultants: K Hathorn, WGN James, DJ Randles, TH Tatham
Senior Associates: K Naysger, L Osborne, CC Williams, N Zama
Associates: EM Bredenkamp

-
6. that ARTsolar is attempting to deceive the government;
 7. that your client was "duped" by my client;
 8. that there might have been some attempt to mislead the IDC;
 9. that there was something inappropriate on behalf of my client in securing financial aid from the IDC;
 10. that my client has improperly "taken advantage" of a government initiative.

Mr Latimer is hereby called upon to let us have a written undertaking, within forty-eight hours of the date and time of receipt of this letter, to record that he withdraws the complaints made in the letter and gives an irrevocable undertaking not to make such statements and to publish same at any time in the future.

Should he fail to let us have the appropriate undertaking, my instructions are to consider approaching the High Court for an appropriate interdict to restrain him in this unlawful behaviour.

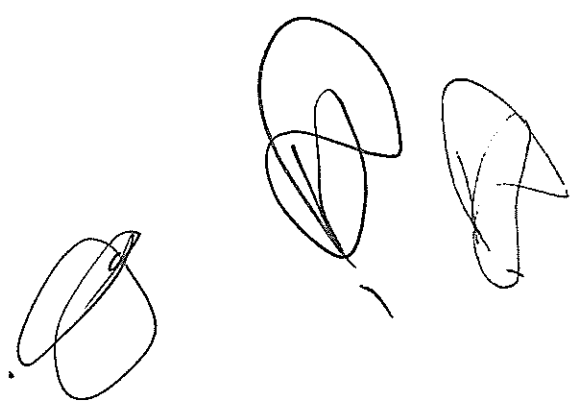
My clients also reserve all or any rights they may have to institute action for any damages they may have suffered.


Yours sincerely

DAVID RANGLES

Email : rangles@tmj.co.za

Secretary : lesleyb@tmj.co.za



0

Saturday
3 Feb

[Handwritten scribbles]

H

[Handwritten scribble]

[Handwritten scribble]

I have done a lot of research and am appalled at what I have uncovered Moses. This is huge and makes a complete mockery of job creation. The allegation is that only a small percentage of Art

Solars sales are assembled by them in New Germany. The balance are Chinese.

There are allegedly large Chinese companies getting government contracts because they are buying and installing 'Local' and not imported products.

Our electrical engineer is flabbergasted to find that we were duped.

Art Solar are trying to tell us we knew their business model !!!

You y them was that I was being true to my BEE commitment as a South African businessman.

We were shown the factory. We went to the launch. 6 months later we ordered and bought 4.2 m from them.

We were told as were you that Art Solar was the way to go because of their quality added to which their panels had no minute fractures as was often the cases with imports.

I know they are funded by the IDC. I wonder whether they know what is going on.

Our country needs all the help it can get. I have to ask myself why IDC would back a company importing panels and selling them out of a manufacturing entity??

Certainly begs a question.

I have it on email that we got Chinese imports. Pavement talk concurs.

I am completely and utterly disillusioned and disgusted and am consulting with Norton Rose on the matter.

To take advantage of a Proudly South African Initiative by government to uplift the poorest of the poor is about as low as it gets my brother.

Love to you both.

Are you two perhaps free for dinner on Wednesday at the Oyster Box ?

Warm regards

Brettesday at the Oyster Box ?

Warm regards

Brett

You will recall him saying that our company was racist

Hi Brother..he is a very disgruntled and vindictive man..Kandace is no longer with

Artsolar..his email is untrue...Brett also sent an email to Pat Goss...will appreciate it if



you have sometime on Monday or Tuesday.our love to Princess

Greetings my brother.

Feeling so much pain for you.

Thought this guy had transformed.

Am so so sorry I encouraged you to meet him.

In Cape Town ,5-11 February.

[Handwritten scribbles]

T solar®

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Innova Solardine

CE



SABS
188 1881

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20 ~~I~~

27 March 2024

NORTON ROSE FULBRIGHT

Norton Rose Fulbright South Africa Inc
3 Pencarrow Crescent Pencarrow Park
La Lucia Ridge 4051
South Africa

By Email: randles@tmj.co.za / leslelyb@tmj.co.za

Tel +27 31 582 5600
Fax +27 31 582 5700
PO Box 5003 Pencarrow Park 4019
Docex 19 Umhlanga Rocks
nortonrosefulbright.com

Tomlinson Mnguni James Attorneys
Suite 201, Ridge 6
20 Ncondo Place
Umhlanga Rocks

Direct line
+27 31 582 5650

Email
brian.denny@nortonrosefulbright.com

Your reference Our reference
D Randles/lb OXF1227

Dear David

ARTsolar (Pty) Ltd (Brett Latimer) / Eshu Seevnarayan

We act for Oxford Family Supermarkets (Pty) Ltd t/a Oxford Freshmarket ("Oxford Freshmarket") and am writing to you as the attorneys of ARTsolar (Pty) Ltd ("ARTsolar").

On 13 April 2023 Oxford Freshmarket concluded an Installation and Service Sales Agreement ("the agreement") with ARTsolar, where Oxford Freshmarket purchased, amongst other things, 548 solar panels described as ART550WPV modules for an amount of R4.7 million.

Oxford Freshmarket, when entering into the agreement, was advised that the 548 solar panels were manufactured in South Africa and by purchasing the solar panels manufactured in South Africa, Oxford Freshmarket was contributing to the creation of employment in South Africa and promoting industrialisation in South Africa.

On 6 February 2024 Oxford Freshmarket wrote to ARTsolar enquiring whether the solar panels installed at its Hillcrest store were manufactured in South Africa or China. Our client has not received a response to its letter dated 6 February 2024. For convenience, I attach a copy of our client's letter dated 6 February 2024 marked "A".

Oxford Freshmarket on inspecting the packaging of the solar panels installed at its Hillcrest store noticed the name Einnova Solarline and the South African Bureau of Standards ("SABS") logo.

We have established that Einnova Solarline Energy Corporation Limited is a solar panel manufacturer operating out of China.

We have been advised that in order for the SABS logo to appear on a product, the manufacturing process must have been audited and the product must have undergone a quality and assurance test at the SABS laboratory.

Kindly advise whether the solar panels purchased by Oxford Freshmarket were manufactured in South Africa or China.

If the solar panels were manufactured in China, kindly advise whether the SABS audited the Einnova Solarline Energy Corporation Limited's factory in China and the if solar panels underwent quality and assurance testing at the SABS laboratory

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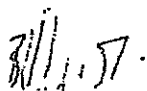
21

27 March 2024

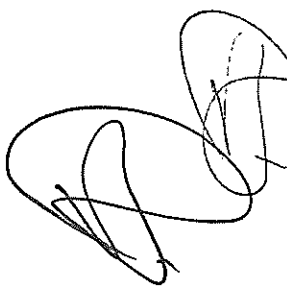

NORTON ROSE FULBRIGHT

We await to hear from you.

Yours faithfully



Brian Denny
Director
Norton Rose Fulbright South Africa Inc



22

freshmarket

06 February 2024

Mr. E Sevaarayan
ARTSolar
124 Escom Road
Pinetown

By Email : esbu@iplax.com

Dear Esbu

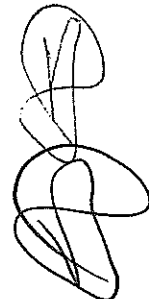

RE: OXFORD FAMILY SUPERMARKETS (PTY) LTD// ARTSOLAR

I trust that you are well.

I am writing to you because I have massive concerns about my solar panel installation.

1. In 2022 I was investigating installing solar panels at several of Oxford's supermarkets and was referred to ARTsolar.
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6. Kershlyn Govender provided Paul Beltramo and me with a tour of the factory and observed the manufacturing of solar panels.
7. I was impressed by ARTsolar's representations that it manufactured solar panels in South Africa and that by using locally manufactured solar panels, the risk of damage, in transit, was eliminated.

Oxford Family Supermarkets (Pty) Ltd.
9 Old Main Road, Hillcrest, 3610
Tel 031 - 451 0680, E-mail irett@irettbeltramo.com
Directors: B.A. Lötjmer, P.A. Beltramo
Reg. 2018/002246/07



freshmarket

8. On 23 March 2023, ARTsolar provided Oxford with a sales agreement and a proforma invoice and advised that ARTsolar was holding the price for Oxford and the installation of the solar panels was urgent as per Kershlyn Govender, due to price fluctuations and potential price increases and global material shortage.

This in fact was not true as prices were on their way down as we saw on the ARTsolar proposals received for Oxford Bluff and Oxford Waterfall. The proposals reflected a differential of approximately R1 million on the Hillcrest installation.

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11. On 2 February 2024, my office was advised by Kershlyn Govender that

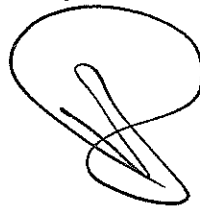
"We confirm that the modules supplied to Oxford were completed by ARTsolar as Approved OEM (Original Equipment Manufacturer). The modules also underwent the various local processing standards which are accepted by the DTIC."

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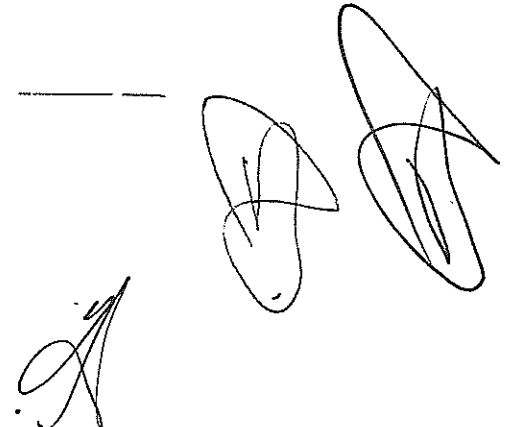
I look forward to receiving your response.

Yours sincerely


Brett Latimer



Oxford Family Supermarkets (Pty) Ltd,
0 Old Main Road, Hillcrest, 3610
Tel: 031 - 451 8680. E-mail: brett@oxfamilysuper.com
Directors: B. A. Latimer, P. A. Saltramo
Reg. 2010/033265/07



Subject: FW: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd (MAN-DBN_MATTERS.FID486156)

From: David Randles <Randles@tmi.co.za>
Sent: Thursday, April 4, 2024 1:45 PM
To: Brian Denny <Brian.Denny@nortonrosefulbright.com>
Cc: Lesley Baker <lesley8@tmi.co.za>
Subject: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd

[External Email - Use Caution]

Dear Brian,

We acknowledge receipt of your letter dated 27 March 2024 and advise that a response to all queries was addressed by Kershlyn Govender in email dated 2 February 2024. We attach a copy herein for your ease of reference.

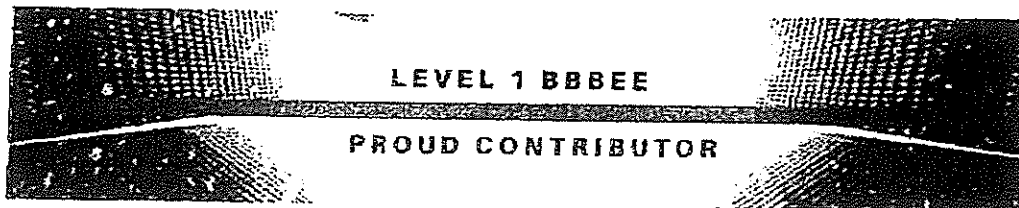
My client does not wish to engage further with your client on any matters, and he is welcome to institute any legal proceedings as he may deem necessary.

Thank you,

David

DAVID RANGLES
Senior Executive Consultant: Commercial and Litigation

T 031 566 2207
S Randles@tmi.co.za
W www.tmi.co.za



4/4/24, 11:37 AM

ARTsolar Mail - Re: Re : Oxford Freshmarket Hillcrest - Solar Panels

25

artsolar
local powerful sustainable

Yaadhna Harilal <yaadhna@art.>

Re: Re : Oxford Freshmarket Hillcrest - Solar Panels

1 message

Kershlyn Govender <kershlyn@artsolar.net>

2 February 2024 at 16:47

To: Bhavana Haricharan <bhavana@oxfordvillage.co.za>

Cc: Brett Latimer <brett@brettlatimer.com>, "paul@oxfordfreshmarket.co.za" <paul@oxfordfreshmarket.co.za>, Melaine Sukhraj <melaine@brettlatimer.com>, "sarika@oxfordfreshmarket.co.za" <sarika@oxfordfreshmarket.co.za>, Yaadhna Harilal <yaadhna@artsolar.net>, Denesh Ramparsad <denesh@artsolar.net>

Dear Bhavana

Hope you are well

Apologies for the delayed response, as advised, I was unwell.

For clarity I did not state that I am unable to answer your question. I advised that due to me not being in the office I forwarded your request for someone in management to assist in my absence. Trust this clarifies my position.

With regard to the panels supplied to Oxford , please take note of the following:

1. Since inception, the Oxford project took several months to complete, this was as a result of the delays faced with your engineers and payments
2. Please note that our production line was undergoing an upgrade prior to Oxford contacting Artsolar
3. We confirm that the modules supplied to Oxford were completed by ARTsolar's Approved OEM (Original Equipment Manufacturer). The modules also underwent the various local processing standards which are accepted by the DTIC.
4. We can confirm that the modules were manufactured as per the ARTsolar Standard Operating Procedures (SOP) and underwent the relevant ARTsolar quality process. All the modules supplied hold the ARTsolar warranties and guarantees.
5. Further, the modules endured the following stringent process at our facility :

- Visual Inspection as per the IEC standards and specific visual criteria
- 1st Electroluminescence (EL) inspection for any microcracks or defects as per the IEC standards and specific criteria
- Specific testing and manufacturing process in line with IEC 61215 AND IEC 61730:
 - Ø Sun simulator - checking the watt peak of the module as well as the IV curve
 - Ø Hi-Pot - High voltage injection @4.8kV to stress test the module, this is to verify that every module that is tested can withstand more than the operating voltage.
 - Ø Final EI -this is the final check to ensure that the panel is not damaged after the HI-pot test and this is the final grading of the module before binning and packaging.

<https://mail.google.com/mail/u/0/?ik=99bc901812&view=pt&search=all&permthid=thread-f:1769164603383801096%7Cmsg-f:176979887971078...>

1/5

Performance of modules:

The performance of the modules is: There has been a 0% difference.

Month	Simulated (kWh)	Actual (kWh)	Percentage Difference(%)
Oct-23	30414.765	30497	0%
Nov-23	31215.426	34208	-9%
Dec-23	32692.077	29132	12%
Jan-24	35048.472	35532	-1%
Total	129370.74	129369	0%

I am uncertain on the reason for this request as this entire deal was handled exclusively by Kandace Singh (our BRM at the time) who has on several occasions mentioned that "Brett knows our business model exactly". Further to this, Brett in my last meeting with him advised me he knew everything about our business.

Leaving aside the possible breach of confidential information, I cannot comment on the sales pitch presented as I was a part of the technical team at that time and the entire sales process was exclusively managed and executed by Kandace. Further Kandace was managed by Shalen Hansraj the Head of Commercial (at the time), both of whom are duly aware of the above.

As you are aware Kandace is currently no longer with ARTsolar however, you have direct access to her and are welcome to approach her on anything further that she has represented to you.

Kind Regards

KERSHLYN GOVENDER
Commercial Manager
+27311001019 kershlyn@artsolar.net www.artsolar.net
DBN: 124 Escom Road, Pinetown, 3610



On Thu, 1 Feb 2024 at 12:06, Bhavana Haricharan <bhavana@oxfordvillage.co.za> wrote:

4/1/24, 11:37 AM

ARTsolar Mail - Re: Re : Oxford Freshmarket Hillcrest - Solar Panels

27

Good day Kershlyn,

I trust you are well.

I would be grateful if you could provide a response to the email below. I have made several attempts to contact you with no success.

Kind Regards,

Bhavana Harricharan

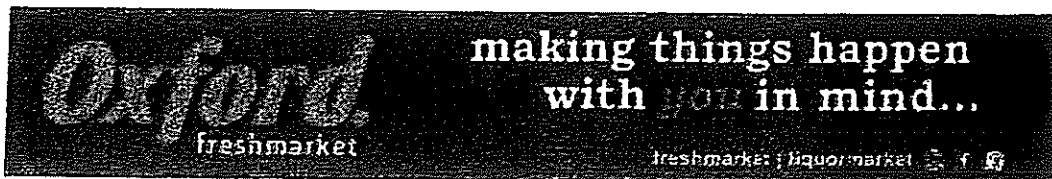
Group Property Manager

Finance / Operations

C: +27 60 569 3391

T: +27 31 451 9680

A: 9/11 Old Main Road, Hillcrest, Durban, South Africa, 3610



From: Bhavana Harricharan
Sent: Friday, January 26, 2024 4:59 PM
To: 'Kershlyn Govender' <kershlyn@artsolar.net>
Cc: Brett Latimer <brett@brettlatimer.com>; paul@oxfordfreshmarket.co.za; Simon Munnik <simon@rwpkzn.co.za>; Melaine Sukhranj <melaine@brettlatimer.com>; sarika@oxfordfreshmarket.co.za
Subject: RE: Re : Oxford Freshmarket Hillcrest - Solar Panels
Importance: High

Dear Kershlyn

Thank you for the email.

I am sorry to hear you are unwell.

Three handwritten signatures in black ink. The first is a simple looped signature. The second and third are more complex, stylized signatures.

"K"

28

Subject: FW: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd [IMAN-DBN_MATTERS.FID486156]

From: Brian Denny <Brian.Denny@nortonrosefulbright.com>
Sent: Thursday, April 4, 2024 3:13 PM
To: David Randles <Randles@tmi.co.za>
Cc: Lesley Baker <lesleyb@tmi.co.za>
Subject: RE: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd [IMAN-DBN_MATTERS.FID486156]

Dear David

I refer to your mail dated 4 April 2024 in response to my letter dated 27 March 2024.

I note your client's refusal to answer a simple question as to whether the solar panels purchased by our client from your client were manufactured in China or South Africa.

I note further your client's refusal to answer a further simple question whether the South African Bureau of Standards ("SABS") audited the Einnova Solarline Energy Corporation Limited's factory in China and if the solar panels underwent quality and assurance testing at the SABS laboratory.

Our client is left with no alternative but to engage with Einnova Solarline Energy Corporation Limited, the SABS, the Department of Trade and Industry and the Industrial Development Corporation of South Africa to obtain this information.

Yours faithfully

Brian Denny | Director
Norton Rose Fulbright South Africa Inc
3 Pencarrow Crescent, Pencarrow Park, La Lucia Ridge, Durban, 4051, South Africa
Tel +27 31 582 5650 | Mob +27 83 303 9107 | Fax 031 582 5700
brian.denny@nortonrosefulbright.com

We are a proudly BEE Level 1 Law Firm

Winner of the African Legal Awards: 2023 African Law Firm of the Year – Southern Africa (Large Firm)

ADVISORY: If our bank account details change, we will notify you by phone or in person, but never by email. Please always verify any change in our banking details by oral communication. Be suspicious of emails from unknown or external senders and be alert to impersonation attempts to redirect funds inappropriately. Always check the sender's email address.

NORTON ROSE FULBRIGHT

Law around the world
www.nortonrosefulbright.com

Subject: FW: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd [IMAN-DBN_MATTERS.FID486156]

From: David Randles <Randles@tmj.co.za>
Sent: Friday, April 5, 2024 6:53 AM
To: Brian Denny <Brian.Denny@nortonrosefulbright.com>
Cc: Lesley Baker <lesleyB@tmj.co.za>
Subject: RE: Oxford Family Supermarkets t/a Freshmarket / ARTsolar (Pty) Ltd [IMAN-DBN_MATTERS.FID486156]

Hi Brian,

Noted.

Dave





SHANGHAI SYNTRANS INTERNATIONAL LOGISTICS CO., LTD. as carrier

BILL OF LADING

"L"

2 Shipper
EINNOVA SOLARLINE ENERGY CORP.LIMITED (NANJING)
ROOM 818, BUILDING 1,NO.58,YUNJIN ROAD, JIANYE
DISTRICT,NANJING,CHINA
+86-2584792033
91320105062625970K

3 DOCUMENT NUMBER
SYNSHA23SE051103

4 B/L NUMBER
SYNSHA23SE051103

5 EXPORT REFERENCES

3 Consignee (if To Order on request)
ARTSOLAR (PTY) LTD.
ADDRESS:UNIT 11NEW GERMANY INDUSTRIAL PARK 124
ESCOM ROAD NEW GERMANY
SOUTH AFRICA
TEL:0027 87 287 9646
FAX:0027-87-287-9646

7 FORWARDING AGENT (Name and address references)
SHASHA LOGISTICS (PTY) LTD.
47 KELLY ROAD, VITTORIO BUSINESS PARK, UNIT NO. 1,
JET PARK, 1469
TEL:27-10-593-5315 FAX:086-656 4553
EMAIL:felix@shashalogistics.co.za
VAT:4600275913

4 Notify Party
ARTSOLAR (PTY) LTD.
ADDRESS:UNIT 11NEW GERMANY INDUSTRIAL PARK 124
ESCOM ROAD NEW GERMANY
SOUTH AFRICA
TEL:0027 87 287 9646
FAX:0027-87-287-9646

9 DATES TO WHICH EXPORT INSTRUCTIONS

12 PRE-CARRIAGE

13 PLACE OF RECEIPT
SHANGHAI

14 VESSEL
MALIAKOS V.002W


15 PORT OF LOADING
SHANGHAI

16 Port of Discharge
DURBAN

17 PLACE OF DELIVERY
DURBAN

11. TYPE OF MOVE

11a. CONTAINERIZED (Vessel only)
 Yes No

MARKS AND NUMBERS (13)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES in Schedule B detail (20)	GROSS WEIGHT (Kilos) (21)	MEASUREMENT (22)
N/M	22 PACKAGES	SHIPPER'S LOAD,COUNT & SEAL SOLAR MODULE SHANGHAI SYNTRANS TELEX RELEASE	19822.000 KGS	66.130 CBM
ON BOARD 				
CY / CY 1X40'HQ				
Temperature Control Instructions:				
TOTAL IN WORDS: TWENTY-TWO(22) PACKAGES ONLY				

FREIGHT RATES CHARGES WEIGHTS AND/OR MEASUREMENTS

Subject to Correction: PREPAID COLLECT


EMCU8779384/EMCTBP1922/40'HQ
22 PACKAGES/19822.000 KGS/66.130 CBM

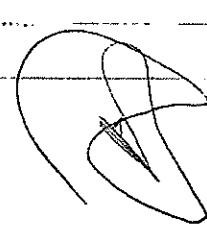
FREIGHT PREPAID


RECEIVED by the Carrier the Goods as specified above in apparent good order and condition and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local provisions and customs notwithstanding. The particulars herein above are as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are a undertaking to the carrier. One of the original bills of lading shall be presented to the carrier or his agent at destination before the cargo is to be released.

Place and date of issue: SHANGHAI 2023-05-19

SHANGHAI SYNTRANS INTERNATIONAL LOGISTICS CO., LTD.







**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN**

CASE NO. D1162/25

In the matter between:

ARTSOLAR (PTY) LIMITED

APPLICANT

and

BRETT LATIMER

FIRST RESPONDENT

KANDACE SINGH

SECOND RESPONDENT

SHALENDRA HANSRAJ

THIRD RESPONDENT

BONGANI HANS

FOURTH RESPONDENT

**AFFIDAVIT
OF THE THIRD RESPONDENT**

I, the undersigned,

SHALENDRA HANSRAJ

do hereby state and confirm under oath as follows:

1.

1.1 I am an adult male financial manager, employed at the Oxford Family Supermarkets (Pty) Ltd ("**Oxford**"), with its place of business at 9-11 Old Main Road Hillcrest Durban, 3610.

1.2 I am cited as the Third Respondent herein.



1.3 Unless the context indicates otherwise, the facts deposed to herein are within my personal knowledge and are true and correct.

1.4 The Applicant will also be referred to in this affidavit as "ARTsolar".

2.

I was previously employed by the Applicant, namely ARTsolar (Pty) Ltd, with company registration number 2010/023025/07 situated at Unit 11, Gate 3, 124 Escom Road, New Germany Industrial Park, New Germany. I was employed from July 2019 until 27 December 2023. Initially I was the finance manager, and later as Head of Commercial. I was dismissed unfairly by ARTsolar and am currently engaged in a Labour law dispute.

3.

My objective is to fully disclose certain facts and alleged wrongdoings by the Applicant. This is in the interest of the public, IDC, DTIC, Eskom and other State entities.

4.

I believe that ARTsolar has unlawfully and intentionally misled the IDC, DTIC, Eskom, other foreign companies, and the solar market customers at large, in claiming that they produce 100% of the solar modules locally; whereas in truth, they only produce approximately 5% of the solar modules, but represent to the public that they produce 100% of the solar panels locally. These misrepresentations and falsehoods have caused severe prejudice to customers and the public interest.



5.

The Applicant and/or its representatives have strategically positioned themselves by making these false claims. This has secured them preferential government funding from the IDC, grants from DTIC, and resulted in them unfairly having a monopoly over the SA solar system market. For example, when government projects require a percentage of local content, the Applicant has positioned themselves as the only local manufacturer of solar modules in South Africa, resulting in them being preferred supplier in all government contracts. The net result is that all the various stake holders suffer financially. This substantial prejudice extends to the citizens of South Africa because projects have to be undertaken at inflated costs.

6.

- 6.1. In July 2019, I began my employment at ARTsolar and after 2 months I was involved with the procurement of solar modules.
- 6.2. ARTsolar was importing some 95% of our solar modules from China. This was contrary to the marketing material which included social media posts, company overviews, sale pitches from sales staff, which always relayed that ARTsolar was a local manufacturer of solar modules.
- 6.3. A bill of lading No ending 51103 dated 19 May 2023 showing the importation of twenty-two (22) packages of solar modules by ARTsolar from the Chinese supplier Einnova Solar Energy Corporation limited. (See Annexure A).
- 6.3. These importations can be verified by the clearing agent, Turner's Shipping Durban, who imported the above and others from China on behalf of ARTsolar.



- 6.4. On instructions of Mr Viren Gosai (General Manager), I was actively involved in the entire procurement process from placement of the orders of solar panels from China to the finalized products arrival at the ARTsolar factory.
- 6.5. There were various communications either telephonically or by way of email to the sales director of Einnova Solarline, Ms Emma, based in China. There were also social media WhatsApp engagements. Some of these communications related, but not limited to, ARTsolar's solar module stock requirements.
- 6.6. There were engagements and discussions with Einnova Solarline regarding
- 6.6.1 price offering of solar modules to ARTsolar;
 - 6.6.2 the placing of solar module orders with Einnova Solarline on behalf of ARTsolar;
 - 6.6.3 the payment towards the purchase of solar modules from Einnova Solarline; and
 - 6.6.4 the tracking of ARTsolar orders which have been placed with Einnova Solarline.



7.

I also travelled with a team, accompanying ARTsolar's Chairman, Mr Bebinchand Seevnarayan to China and visited the manufacturer's head office, namely that of Einnova Solarline. The purpose of the visit was also to secure relations with other Tier 1 manufacturers as this was a requirement by the Independent Power Producers (IPP's). Einnova Solarline is not a Tier 1 manufacturer. As such the IPP requirement was mostly not complied with.

8.

ARTsolar: True Production capacity:

- 8.1 In 2021 and 2022, approximately **5%** of solar modules were manufactured locally. The other remaining 95% were imported.
- 8.2. The machine did not manufacture any solar modules/panels in 2019 and 2020 due to the old machinery breakdowns and inability to produce market relevant modules.
- 8.3. The new machine and upgraded facility were launched in October 2022, with various VIP's, dignitaries and representatives in attendance. Despite the new machine and launch, ARTsolar continued its normal practice to import on a monthly basis solar modules from China.
- 8.4. It was very evident that ARTsolar did not have the appropriate employee skills to manufacture locally and in addition it was simply cheaper and easier to import from China.

9.



ARTsolar does have about 100 employees. They are mostly dedicated to the projects division. The projects division is the division that conducts the various residential and commercial installations. They are not involved in manufacturing or production.

10.

ARTsolar still did not have the financial ability to procure the Bill of Materials nor the skill-set to locally produce even the 7MW of solar modules for SCATEC.

11.

ARTsolar: Intentional Misrepresentations:

The following serves as examples that ARTsolar would engineer to conceal and secrete the fact that they largely imported solar modules:

- 11.1 As per Viren Gosai's and management's instructions, when any shipments of solar panels arrived from China these were to be unpacked in early mornings or late afternoons. The reason for this is he did not want us to offload when any potential walk-in customers were at the business. It was common for ARTsolar to receive walk in customers.
- 11.2 Mr Viren Gosai (general manager) also made it very clear to me that no unpacking or unloading should ever take place if we were to have any visitors from the IDC, DTIC financial institutions or auditors. It was clearly evident that Mr Viren Gosai did not want anyone knowing that we are importing the volume of solar panels from China and not really producing them as was stated and represented to the public.



- 11.3 When solar modules arrived at the local factory from China, they were usually inspected for damages and tested on simulation machines. The solar modules were produced by Einnova Solarline of China, and then presented as being produced and supplied by ARTsolar.
- 11.4 When inspections were done at the factory, ARTsolar pretended that it was doing its own manufacturing. It set up "actors" as referred to by Viren Gosai, fictitiously showing plant and machinery in operation.
- 11.5 Few staff from the projects division and casual labour were brought and placed in strategic positions within the facility to create the impression that manufacturing had been taking place. A small quantity of bill of materials (Solar Glass, Solar Cells, EVA etc) not exceeding 1MW was always held in storage and used in demonstration to facility visitors.

12.

With regards to the imports from China, I mostly engaged with the clearing agent, Turners Shipping. I engaged with Mr Sagie Govender (Import manager); Mr Neren Dayanand (Regional Manager); Mr Avikash Bhim (Import clerk) Mr Vishnu Munien (National Customs Manager).

13.

Those persons also involved in the importing from ARTsolar's side was Duchenka Ramdarie (Cost and Management Accountant) and Vishen Gewanlal (Finance Manager).

14.1 I was aware of the Oxford Hillcrest solar panel contract.

14.2 I was further aware that the solar panels supplied by ARTsolar in respect of the Oxford Hillcrest solar panel project were all imported from China, and were not manufactured locally by ArtSolar, as represented to Oxford.

14.3 Accordingly, I confirm that the information provided by the authorised representatives of ArtSolar, relating to the actual solar panels and the origin of their manufacturer was at all material times false. The panels were imported from China. I was placed under duress to hide these facts as I am the breadwinner of my family and did not want to lose my employment.

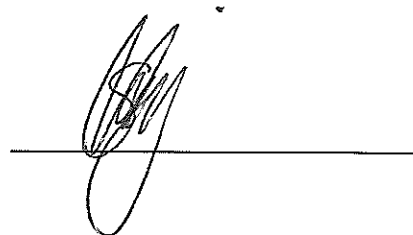
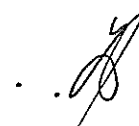
14.4 These falsehoods and untruths weighed heavily on my mind. Subsequently, I realised the level of deception by this company to get orders and contracts and voluntarily indicated to Mr Brett Latimer that he was defrauded by ARTsolar.

15.

I reserve my right to further supplement this affidavit, having regard to the fact that the Applicant afforded the Respondents effectively one day.

16.

I have read the affidavit of the First Respondent and confirm the contents thereof in so far as they relate to me.

A large, stylized handwritten signature in black ink, positioned above a horizontal line.A smaller handwritten signature in black ink, located below the main signature line.A small handwritten signature or mark in black ink, located at the bottom right of the page.

SHALENDRA HANSRAJ

I hereby certify that the Deponent has acknowledged that he knows and understands the contents of this affidavit which was sworn to and signed before me at DURBAN on this the **25th** day of **MARCH 2025**. The regulations contained in Government Notice R1258 dated the 21st of July 1972, as amended by Government Notice No.1648 of 17 August 1977, having been complied with.



COMMISSIONER OF OATHS

Full Names _____
Address _____
Capacity _____

YUSUF M. PARUK CA(SA)
SAICA No: 00209564
Commissioner of Oaths (RSA)
Chartered Accountant (SA)
24 KINGS AVENUE, Westville, 3629
Tel: 031 267 2035





SHANGHAI SYNTRANS INTERNATIONAL LOGISTICS CO., LTD. as carrier

BILL OF LADING

'A'

2. Shipper EINNOVA SOLARLINE ENERGY CORP.LIMITED (NANJING) ROOM 818, BUILDING 1,NO.58,YUNJIN ROAD, JIANYE DISTRICT,NANJING,CHINA +86-2584792033 91320105062625970K ZIP CODE	5. DOCUMENT NUMBER SYNSHA23SE051103	5a. B/L NUMBER SYNSHA23SE051103
	6. EXPORT REFERENCES	

3. Consignee (if 'To Order' so indicate) ARTSOLAR (PTY) LTD. ADDRESS:UNIT 11NEW GERMANY INDUSTRIAL PARK 124 ESCOM ROAD NEW GERMANY SOUTH AFRICA TEL:0027 87 287 9646 FAX:0027 87 287 9646	7. FORWARDING AGENT (Name and address - references) SHASHA LOGISTICS (PTY) LTD. 47 KELLY ROAD, VITTORIO BUSINESS PARK, UNIT NO. 1, JET PARK, 1469 TEL: +27 10 993 5315 FAX:006 656 4553 EMAIL: felix@shashalogistics.co.za VAT: 4600276043
---	--

4. Notify Party ARTSOLAR (PTY) LTD. ADDRESS:UNIT 11NEW GERMANY INDUSTRIAL PARK 124 ESCOM ROAD NEW GERMANY SOUTH AFRICA TEL:0027 87 287 9646 FAX:0027 87 287 9646	8. DOMESTIC ROUTING / EXPORT INSTRUCTIONS
--	---

12. PRE-CARRIAGE	13. PLACE OF RECEIPT SHANGHAI	14. VESSEL MALIAKOS V.002W	15. PORT OF LOADING SHANGHAI	16. LOADING PIER/TERMINAL
------------------	----------------------------------	-------------------------------	---------------------------------	---------------------------

18. Port of Discharge DURBAN	17. PLACE OF DELIVERY DURBAN	11. TYPE OF MOVE	11a. CONTAINERIZED (Vessel only) <input type="checkbox"/> Yes <input type="checkbox"/> No
---------------------------------	---------------------------------	------------------	--

MARKS AND NUMBERS (18)	NUMBER OF PACKAGES (19)	DESCRIPTION OF COMMODITIES in Schedule B detail (20)	GROSS WEIGHT (Net) (21)	MEASUREMENT (22)
N/M	22 PACKAGES	SHIPPER'S LOAD,COUNT & SEAL SOLAR MODULE SHANGHAI SYNTRANS TELEX RELEASE	19822.000 KGS	66.130 CBM
		Temperature Control Instructions:	ON BOARD CY / CY 1X40'HQ	
ORIGINAL TOTAL IN WORDS: TWENTY-TWO (22) PACKAGES ONLY				

FREIGHT RATES, CHARGES, WEIGHTS AND/OR MEASUREMENTS	Excess Value Declaration: Refer to Clause 6 (4) (B) + (C) on reverse side
---	---

SUBJECT TO CORRECTION EMCU8779384/EMCTBP1922/40'HQ 22 PACKAGES/19822.000 KGS/66.130 CBM	PREPAID	COLLECT
	FREIGHT PREPAID	
GRAND TOTAL		

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition, unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given above are as stated by the shipper and the weight, measure, quantity, condition, contents and value of the goods are unknown to the carrier. One of the original bills of lading shall be presented to the carrier or his agent at destination before the cargo shall be released.

Place and date of issue: SHANGHAI 2023-05-19

SHANGHAI SYNTRANS INTERNATIONAL LOGISTICS CO., LTD. ONE(1)
NATIONAL

As Carrier

**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN**

CASE NO. D1162/25

In the matter between:

ARTSOLAR (PTY) LIMITED

APPLICANT

and

BRETT LATIMER

FIRST RESPONDENT

KANDACE SINGH

SECOND RESPONDENT

SHALENDRA HANSRAJ

THIRD RESPONDENT

BONGANI HANS

FOURTH RESPONDENT

CONFIRMATORY AFFIDAVIT

I, the undersigned,

PAUL ANTHONY BELTRAMO

do hereby state and confirm under oath as follows:

1.

I am an adult male. I am a director of Oxford Family Supermarkets (Pty) Ltd.

2.

I have read the answering affidavit of the First Respondent, and I confirm the contents thereof in so far as it relates to me.



3.

I reserve the right to amplify this affidavit, having regard to the short time (1 day) available.



PAUL ANTHONY BELTRAMO

I hereby certify that the Deponent has acknowledged that he knows and understands the contents of this affidavit which was sworn to and signed before me at DURBAN on this the **25th** day of **MARCH 2025**. The regulations contained in Government Notice R1258 dated the 21st of July 1972, as amended by Government Notice No.1648 of 17 August 1977, having been complied with.



COMMISSIONER OF OATHS

Full Names _____

Address _____

Capacity _____

YUSUF M. PARUK CA(SA)
SAICA No: 00209564
Commissioner of Oaths (RSA)
Chartered Accountant (SA)
24 KINGS AVENUE, Westville, 3629
Tel: 031 267 2035

**IN THE HIGH COURT OF SOUTH AFRICA
KWAZULU-NATAL LOCAL DIVISION, DURBAN**

CASE NO. D1162/25

In the matter between:

ARTSOLAR (PTY) LIMITED

APPLICANT

and

BRETT LATIMER

FIRST RESPONDENT

KANDACE SINGH

SECOND RESPONDENT

SHALENDRA HANSRAJ

THIRD RESPONDENT

BONGANI HANS

FOURTH RESPONDENT

CONFIRMATORY AFFIDAVIT

I, the undersigned,

BHAVANA HARRICHARAN

do hereby state and confirm under oath as follows:

1.

I am an adult female. I am employed by the Oxford Group, as the Group Property Manager.

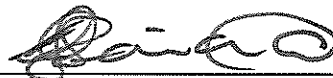
2.

I have read the answering affidavit of the First Respondent, and I confirm the contents thereof in so far as it relates to me.



3.

I reserve the right to amplify this affidavit, having regard to the short time (1 day) available.



BHAVANA HARRICHARAN

I hereby certify that the Deponent has acknowledged that she knows and understands the contents of this affidavit which was sworn to and signed before me at DURBAN on this the **25th** day of **MARCH 2025**. The regulations contained in Government Notice R1258 dated the 21st of July 1972, as amended by Government Notice No.1648 of 17 August 1977, having been complied with.



COMMISSIONER OF OATHS

Full Names _____

Address _____

Capacity _____

YUSUF M. PARUK CA(SA)
SAICA No: 00209564
Commissioner of Oaths (RSA)
Chartered Accountant (SA)
24 KINGS AVENUE, Westville, 3629
Tel: 031 267 2035