

## STANDARD BUSINESS TERMS AND CONDITIONS

For any project regardless of nature or size, the terms and conditions below govern the relationship between GREENZIM VENTURES PRIVATE LIMITED T/A GREENTEC ENERGY hereafter referred to as "**The Service Provider**" and "**The Client**". Normally, these T&Cs are included in a contract signed by representatives of the company and those of the client. However, in the absence of a signed service contract, by accepting services from GreenTEC Energy, the client confirms acceptance of the T&Cs. For the avoidance of doubt, the company's Managing Director is the designated signatory for all project contracts. A service contract not signed by the company's Managing Director lacks no merit.

- 1.0 To access the Service Provider's services, the Client must complete a formal service request and lodge it with the service provider. The service request form is downloadable from the company's website, [www.greentecenergy.co.zw](http://www.greentecenergy.co.zw)
- 2.1 The Client will fund the implementation of the project from start to completion. Funding in this context means payment of the total project cost for the procurement of all required construction materials and bearing all other costs associated with the project including transportation costs, labour costs, regulatory compliance costs, etc.
- 2.2 The Client agrees to grant the Service Provider full access to the site with the physical address indicated by the client whether orally or in written form the purpose of construction, installation, repair and refurbishment, performance monitoring, sampling, and any other appropriate actions as agreed from time to time between the Client and Service Provider;

**START**  
Making  
**BIOGAS**

- 2.3 The project shall be implemented over a period spanning upon between the client and the Service Provider. Should reasonable delays affecting the timely implementation of the project as agreed be encountered, the Service Provider shall communicate the reasons for such delays to the Client;
- 2.4 Unless otherwise agreed, the agreed project cost shall be paid as follows: -
- 2.4.1 Fifty percent (50%) thereof must be paid before the commencement of works;
- 2.4.2 Thirty percent (30%) must be paid as a progress payment approximately 1 month after the initial payment;
- 2.4.3 Twenty percent (20%) must be paid on project completion
- 2.5 To provide the services required by the client, the Service Provider will deploy such technologies as are appropriate as agreed upon between the Client and Service Provider. The design for the project may be furnished to the client in the form of a Design Report. By accepting to proceed with the project, the Client confirms agreement to its specification as indicated in the design report;
- 2.6 Unless otherwise agreed, the Client owns the products (which may include biogas, bio-methane, electrical energy, heat, steam, digestate, and excess wastes or effluent) and any other bi-products generated from the facility, and the Client will utilize or dispose of them at his/her/their discretion.
- 2.7 The Client will not authorize any other persons to tamper with or make changes to the facilities constructed and installed by the Service Provider while a contract is in force.

**START**  
Making  
**BIOGAS**

The term construction in this context refers to all works undertaken by the Service Provider concerning the project in question, including concept design, engineering drawings, site plans, site markings, excavations, buildings, structures, equipment installed, etc.

2.8 The Service Provider may use the facility constructed for the Client for purposes of marketing and advertising in print and electronic media and where necessary, may arrange in liaison with the Client, field visits to the site even after the expiry of a written service contract;

2.9 The contract expires on the day of the official handover of the facility constructed and/or installed to the client after which a defects liability period (DLP) of 12 months is provided for the project. For the avoidance of doubt, during the DLP, the Service Provider will conduct free repairs and maintenance on the system as required.

2.10 By signing a service contract, both parties agree that in the event of a breach of contract, the companies represented may be sued entirely in their name and capacity in terms of the laws prevailing in the country at the time of signing the service contract

2.11 The contract may not be cancelled or amended unless with mutual agreement by both Parties in which case, the party initiating the cancellation or amendment shall give adequate notice of not less than 14 calendar days to the other party which shall have the right to make representations on why the contract may not be terminated or amended

2.12 Only a *force majeure* (i.e. circumstances that are reasonably beyond the control of either the Client or the Service Provider, and such circumstances affecting the execution of the project in question, for example, a natural disaster, a war, an earthquake, etc) may constitute a natural expiry of a service contract at the occurrence of such circumstances, in which case neither the Client nor the Service Provider may be held accountable over the failure of proper execution or fulfillment of their obligations.

2.13 A signed service contract constitutes the entirety of the agreement between the two Parties which is entered into by both the Client and the Service Provider without duress from anyone and should there be errors, or omissions contained in a contract, these may be corrected, and agreed upon by both parties and that such corrections if signed by both parties become part of a contract;

2.14 Should there be disputes arising from the execution of the work referred to in a service contract, any competent court in Zimbabwe is authorized to settle and resolve such disputes, and the interpretation of these Terms and Conditions by such competent court is deemed correct, binding, and final.