

Terms and Conditions between

ALIGHT

And

SAFA ENERGY

For

Supply and installation of PV-off grid solar system for Deynile Secondary School Mogadishu – Somalia

ALIGHT/ former known as ALIGHT is a non-profit corporation organized under the laws of Illinois with its domicile address in Mogadishu, Somalia, which wishes to supply & installation of PV-off grid solar system and desires to obtain these service as provided in this Agreement.

- A. Safa Energy organized under the laws of Somalia with its domiciled address in Mogadishu, Somalia, which wishes to supply & installation of PV-off grid solar system as provided in this Agreement (See annex 1)
- B. Safa Energy may be each referred to herein as a "Party" and collectively as the "Parties."
- C. Safa Energy for the purposes of this agreement will be referred to as "Vendor."

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SERVICES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

2. Offer and Acceptance: Until this Agreement is executed by both Parties, it is only an offer to enter a contract. For this Agreement to be a valid and effective offer, it must be executed by a duly authorized agent of ALIGHT. ALIGHT may revoke this offer at any time prior to acceptance by Vendor. Any of the following acts constitute acceptance of this Agreement and all terms and conditions herein: (a) execution and return of the acknowledgment copy of this Agreement by Vendor, (b) commencement of performance pursuant to this Agreement, (c) delivery of any of the products agreed upon or (d) acceptance of any payment from ALIGHT hereunder. Acceptance of this Agreement is expressly limited to and conditioned upon acceptance of the terms set forth below, which terms cannot be altered or amended without the express written agreement of all Parties. Acceptance shall be binding upon the Parties hereto, and their successors, assigns, delegates and affiliates.



3. Additional or Inconsistent Terms: Any additional or inconsistent terms and conditions which may appear in any communication from any Party are hereby rejected by the other Party and shall not become part of this Agreement unless specifically agreed to in writing by all the Parties. If Vendor objects to any term or condition set forth herein, this objection must be in writing and received by ALIGHT at the ALIGHT address stated in this Agreement prior to delivery. Any Party's failure to object to terms contained in any communication from the other will not be a waiver of the terms set forth herein. No Party shall condition any delivery upon the abrogation or modification of any of the terms and conditions included in this Agreement.

4. Changes to Agreement: The plans and specifications attached hereto as Annex I are approved by both Parties. ALIGHT shall have the right by written notice to Vendor ("Change Order Notice"), at least ten (10) working days prior to any project deadline under this Agreement, to make changes in specifications, designs, extensions of delivery schedules, testing, packing, and delivery locations related to any such future shipment or performance of services. If any such change causes an increase or decrease in the cost of or time required for performance for which the Parties do not expressly agree in writing or an adjustment in the contract price or delivery schedule, an equitable adjustment shall be made in the contract price or delivery schedule, or both as agreed in writing by the Parties (as executed and agreed, the "Change Order"). No change shall be binding on any Party unless set forth in a Change Order executed by all the Parties.

5. Contract Amount: Vendor agrees to deliver the stated Solar System service for an amount of **17,000.00 USD** (Seventeen Thousand dollars only).

6. Delivery of Services: Vendor shall complete all deliveries and services to be performed by it under this Agreement on or before **February 25th, 2022**, If Vendor fails to deliver conforming services by this date and in the manner set forth on Annex II, subject to the payment terms in Section 8 below and force majeure, ALIGHT reserves the right to: -

(i) Cancel all or any portion of this Agreement at any time prior to shipment of any portion of the Agreement without liability by notice effective when received by Vendor as to any items not yet delivered or performed and to receive repayment of any amounts prepaid by ALIGHT for items not delivered or performed, and

(ii) Automatically effect a penalty of one percent (1%) on the contract amount per day delay.

Vendor agrees as commercially reasonable to promptly notify ALIGHT in writing of any actual or potential delay or threat of delay to the timely performance of this Agreement, including notice of potential labor dispute, shortage of supply of goods, transportation problems or other factors which delay or threaten to delay the timely performance of this Agreement.

7. Price: All prices shall be as stated in this Agreement and are firm and not subject to increase, except by a valid Change Order. All payments will be made in US currency. ALIGHT shall not be billed at prices higher than the amount stated in this Agreement unless authorized by a valid Change Order. Vendor represents and warrants that the prices charged for the items covered by this Order are the lowest prices charged by Vendor to buyers under conditions and quantities like those specified in this Agreement and that the prices comply with applicable government regulations applicable to Vendor in effect at the time of quotation, sale, or delivery. If no price is stated for any product or service, the price for that product shall be the lowest price currently quoted or charged by Vendor for the product or service, but in no event higher than the price most recently quoted or charged to ALIGHT by Vendor for that product or service. The contract price includes all applicable federal, state, and local taxes in effect on the date of this Agreement. The contract price also includes all, and any fees, taxes, and duties charged for customs and clearance. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the contract price shall be adjusted accordingly.



8. Guarantee. Vendor hereby guarantees that:
- A. Shall perform all services hereunder using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with the best standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - B. The goods delivered and services provided hereunder will conform in all respects with all requirements and specifications stated in this Agreement, including without limitation the plans and specifications attached hereto as Annex I, at the time of provisional hand over to ALIGHT and for a period of twelve (12) months thereafter (the "Guarantee Period"). The Vendor shall be held, during the Guarantee Period, to an "obligation of perfect completion" in respect of which Vendor shall, at its sole expense (i) remedy all defects and imperfections observed at the time of the provisional handover to ALIGHT or at any time during the Guarantee Period and (ii) shall proceed if the case arises to make the modifications whose necessity would have realized.
 - C. ALIGHT will receive good and valid title to all items to be delivered hereunder, free, and clear of all encumbrances, charges, and liens of any kind.

If for any reason whatsoever, the Vendor is incapable or unwilling to complete the services provided here under or refuses to correct any identified imperfections or shortcomings during the Guarantee Period, ALIGHT shall have the right to terminate this Agreement according to Section 18 and shall have no obligation to pay any further amounts under this Agreement.

9. **Delivery Deadlines; Terms of Payment:** Vendor shall complete performance of each Delivery Requirement no later than the Delivery Deadlines stated below. ALIGHT shall pay the amounts stated as the Amount Payable below on satisfactory completion by Vendor of the relevant Delivery Requirement.

Delivery Requirement	Percentage Payable	Amount Payable	Delivery Deadline
25 February 2022	100%	\$ 17,000.00	March 15 ,2022

Taxes applicable as per the Government rules and regulations.

10. **Risk of Loss:** Vendor shall bear all risk of loss for items covered by this Agreement until the provisional handover to ALIGHT.

11. **Insurance and Penalties:** ALIGHT shall not be required to maintain any insurance or pay any penalties for damage to equipment used by the Vendor or activities carried there-off.

12. **Force Majeure:** If Vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labor difficulties, riot, war, fire, or any causes beyond such Party's reasonable control, the time for performance shall be extended for a reasonable period not to exceed thirty calendar (30) days. If Vendor is unable to complete performance within such additional thirty calendar (30) days, ALIGHT, at ALIGHT sole option and as ALIGHT sole and exclusive remedy, may elect to take delivery of items hereunder in their uncompleted state, pay a pro-rated proportion of the contract price and cancel this Agreement, without liability, as to the balance of the items covered hereunder.



13. Compliance with Laws: Each Party shall comply, at its own expense, with all applicable national, state, local, or other laws, regulations and ordinances in Somalia and other countries relevant to this Agreement, and shall procure all licenses, authorizations and permits required thereby. Such laws, regulations and ordinances include all regulations relating to export and import. Whether or not ALIGHT provides a specification, Vendor shall comply with all applicable laws, ordinances, regulations, and codes related to its performance of the services hereunder. Vendor shall indemnify and hold ALIGHT harmless from any loss or damage that ALIGHT may sustain by reason of Vendor's failure to comply with this Section 12.

14. Assignment: Vendor shall neither assign, delegate nor subcontract this Agreement, any rights or obligations under this Agreement or any monies due or to become due hereunder without the prior written consent of ALIGHT, and no such purported action by Vendor shall be binding on ALIGHT.

15. Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Vendor, or in the event of the appointment, with or without Vendor's consent, of any assignee for the benefit of creditors or of a receiver, ALIGHT shall be entitled to cancel any unfilled part of this Agreement without liability.

16. Gratuities: Vendor hereby represents to ALIGHT that Vendor has not received nor given any gifts or gratuities in connection with the Agreement. If at any time ALIGHT determines that Vendor is in violation to the foregoing representations, ALIGHT may terminate this Agreement upon written notice to Vendor and ALIGHT shall have no further obligation to Vendor, and Vendor shall repay ALIGHT all amounts prepaid by ALIGHT for items not delivered or services not performed.

17. Confidential Information: The Parties agree to treat as confidential all information supplied by any other Party, and not in the public domain, in connection with this Agreement, including specifications, drawings, blueprints, and other technical data ("Confidential Information"). The Parties agree to limit use of Confidential Information to the performance of this Agreement and to limit disclosure to those employees, Vendors, suppliers, and vendors necessary for the performance of this Agreement, unless prior written consent has been granted by the disclosing Party to permit other use of the Confidential Information. Each Party shall, upon request or upon completion, promptly return all Confidential Information previously supplied and destroy all copies that were reproduced.

18. Subcontracts: Vendor may utilize such subcontractors, manufacturers, and vendors as it determines appropriate, provided that the use of such Vendors, manufacturers and/or vendors shall not relieve Vendor of any obligation or liability hereunder.

19. Termination. ALIGHT shall have the right to terminate this Agreement on written notice to Vendor in the following events:

- In the case of technical inability of the Vendor.
- In the case of bankruptcy or judicial liquidation of the Vendor.
- If Vendor engages another party for the execution of this Agreement without authorization of ALIGHT.
- as provided in Sections 7 and 15 above.
- If Vendor materially breaches an obligation under this Agreement and fails to remedy such breach within ten (10) days of written notice from ALIGHT describing the nature of such breach; and
- If Vendor fails to complete performance of a Delivery Requirement by the applicable Delivery Deadline stated in the table at Section 8 above and fails to complete such Delivery Requirement within ten (10) days of written notice from ALIGHT describing the



nature of the delays, while the Vendor shall have reached the ceiling of the liquidated damages. (The liquidated damages shall be limited to a maximum of 5% of the total contract amount. Beyond this limit, the contract shall be terminated forthwith. The payment of such a penalty does not relieve the Vendor of his obligations or responsibilities being incumbent upon him in accordance with this contract. These penalties of delay shall be deducted from the sums due to the Vendor or that could be owed it)

In the case of termination, the determination of the summary of works executed, the evaluation of the materials supplied as well as the descriptive inventory of Vendor's equipment shall be conducted in the presence of the Vendor, the Vendor shall vacate the building site within a period that fixed by ALIGHT, ALIGHT shall have no further obligation to Vendor, and Vendor shall repay ALIGHT all amounts prepaid by ALIGHT for items not delivered or services not performed.

20. Insurance: Vendor shall maintain comprehensive commercial general liability insurance and insurance for all goods in transit in amounts and coverage that are sufficient to cover any risks that may arise in Vendor's performance of its obligations under this Agreement.

21. Worker's Compensation Laws. Vendor shall bear liability for claims arising under workmen's compensation or occupational health laws and from all claims for injury to persons or property arising out of or related to this Agreement.

22. Publicity: Vendor shall neither make nor authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of this Agreement without the prior written consent of ALIGHT, except as may be required to perform this Agreement.

23. Waiver: The failure of ALIGHT to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to ALIGHT under this Agreement shall not be construed as waiving any such provision, and the same shall continue in force.

24. Complete Agreement. This Agreement and any supplemental sheets and riders annexed by ALIGHT, contains the complete and entire agreement between, the Vendor and ALIGHT and supersedes any previous communications, representations, or agreements, whether oral or written with respect to the subject matter on this Agreement.

25. Governing Law: This Agreement shall be construed in accordance with the laws of Somalia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any transactions contemplated by this Agreement.

26. Disputes: Each of the Parties hereto (a) consents to submit itself to the personal jurisdiction of the jurisdiction of the courts in Somalia for the resolution of any dispute arising out of or related to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the court in Somalia.

26. Notice. Any notice, request, or other communication (a "notice") required or permitted to be given here under shall be in writing and shall be delivered by hand or courier (such as United ALIGH Tel Service or Federal Express), sent by facsimile (provided a copy of such notice is deposited with a courier) or mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier deliver, confirmed facsimile transmission (provided a copy of such notice is deposited with a courier) or receipt if mailed. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt to the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to



time and at any time change its mailing address here under. The parties' respective addresses for notice purposes are as follows:

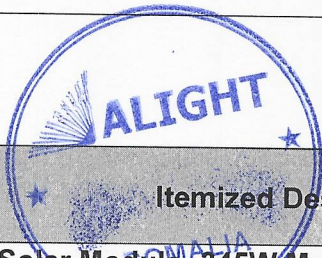
Vendor:
SAFA ENERGY
 Address: Mogadishu, Somalia

ALIGHT:
 Attention: Country Director

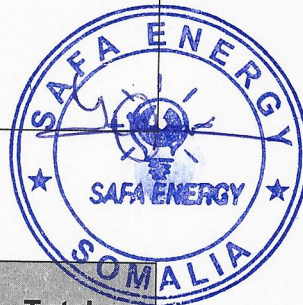
With a copy to:
 ALIGHT
 615 1st Ave NE Ste 500
 Minneapolis MN 55413
 USA

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date on which this Agreement has been executed by both Parties.

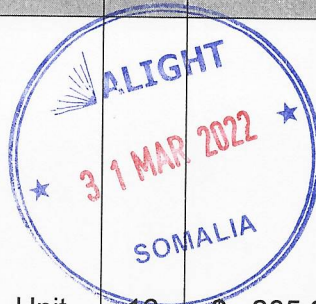
ALIGHT	SAFA ENERGY
Name: <u>Muhammed Abdulkadir</u>	Name: <u>Yusuf Hassan Muhi</u>
Title: <u>Area Manager</u>	Title: <u>Operations Manager</u>
Date: <u>29-12-2021</u>	Date: <u>29-12-2021</u>



Annex I



Ln No.	Itemized Description	Unit	Qty	Unit Price	Total
1	Solar Module- 345W Monocrystalline or Equivalent Monocrystalline Half-cell - A grade - Full Black- 25 years warranty -Module efficiency: 20.4% -Voltage at Pmax: 35.3V -Current at Pmax: 9.78A -Open-Circuit Voltage: 41.3V -Short Circuit Current: 10.37A -Max. System Voltage: 1500V DC	Unit	16	\$ 205.00	\$ 3,280.00
2	Battery: Deep cycle carbon 12V/200ah -Maximum charging current: 80A -Maximum discharge current: 2000A(5 sec) -Fully certified	Unit	12	\$ 350.00	\$ 4,200.00



3	Off-grid inverter- 5000watt High quality pure sinewave (Victron or simmlar quality inverter) -Rated Surge power: 15kVa (20ms) -Multiple functions, LCD screen, low noise -48v battery input, 220v single phase output -AC charging function	Unit	1	\$ 1,990.00	\$ 1,990.00
4	MPPT charge controller: High quality heat sink charger Rated Current : 100A Rated Voltage :48V/AUTO Maximum Battery Voltage : 48V Maximum PV Voltage : 150V	Unit	2	\$ 800.00	\$ 1,600.00
5	PV Mounting structure for PV modules Original aluminium mounting structure for mounting the PV-modules. For roof top.	Lsm	1	\$ 2,380.00	\$ 2,380.00
6	CABLES AND ACCESSORIES - Armoured DC cables 6mm (60m) - Water proof MC4 singel and parallel connectors (6xparallel - 2xsingel) - AC cables 16mm for the inverter and charger (40m) - AC cables 35mm for battery (20m) - Complete set AC electrical panel with MCB's, RCCB - Complete earthing equipment - Battery rack	set	1	\$ 1,650.00	\$ 1,650.00
7	Service 1 - Installation of Solar System. - Testing and Commissioning - Training	Lumps	1	\$ 1,000.00	\$ 1,000.00
8	Service 2 - Transport to Daynile	Lumps	1	\$ 900.00	\$ 900.00
TOTAL					\$ 17,000.00

