

NEWDAWN AUTOMATION LIMITED

CAC No.: 7387419

DS 66, Eboreime Market, Campus 1, Federal Polytechnic, Auchi, Edo State
Tel: 07045060760 | 08143513471 Email: contact@newdawnautomation.com

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SOLAR SYSTEM SUPPLY AND INSTALLMENT PAYMENT AGREEMENT

This Agreement is made on the _____ day of _____, 20____ between:

PARTY A — THE COMPANY:

Newdawn Automation Limited, a company duly registered in Nigeria (CAC No. 7387419), with registered address at DS 66, Eboreime Market, Campus 1, Federal Polytechnic, Auchi, Edo State; Phone: 07045060760 / 08143513471; Email: contact@newdawnautomation.com (hereinafter referred to as “**the Company**”)

AND

PARTY B — THE CLIENT:

Client Name: _____

Address: _____

Phone Number: _____

Email: _____

(hereinafter referred to as “**the Client**”)

1. PURPOSE OF AGREEMENT

The Company agrees to supply and install a solar power system for the Client under an installment payment arrangement, and the Client agrees to pay for the system according to the terms and conditions stated herein.

2. SYSTEM DESCRIPTION

The Company shall supply and install the following equipment:

Item	Specification / Details
Solar Panels	
Hybrid Inverter	
Lithium Battery Bank	
Mounting Structure and Accessories	
Protection Devices and Cables	

Installation and Commissioning Services	
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Total System Value: ₦ _____

3. PAYMENT TERMS

The Client agrees to pay the total contract sum as follows:

Payment Item	Amount / Details
Initial Deposit	₦ _____
Balance	₦ _____
Number of Installments	_____ Months
Monthly Installment Amount	₦ _____
Payment Due Date	_____ day of each month

Payments shall be made to:

Bank Name: UNION BANK PLC

Account Name: NEWDAWN AUTOMATION LIMITED

Account Number: 0224788736

4. OWNERSHIP OF EQUIPMENT

The ownership of the solar system shall remain with the Company until the Client has fully paid the entire contract sum.

Upon full payment, ownership shall automatically transfer to the Client.

5. CLIENT'S OBLIGATIONS

The Client shall:

- Make all payments on or before the agreed due dates.
- Allow the Company access to inspect, maintain, or recover the equipment where necessary.
- Not sell, transfer, relocate, tamper with, or pledge the equipment as collateral until full payment has been made.

6. DEFAULT IN PAYMENT

A payment shall be deemed in default if it remains unpaid for more than ____ days after the due date.

In the event of default:

- The Company may charge a late payment fee of ____% per month on overdue amounts.

- b. The Company may remotely disable the system (where monitoring and control facilities exist).
- c. The Company may repossess the equipment after providing written notice of ____ days.
- d. Any costs incurred during repossession shall be borne by the Client.

7. WARRANTY

The Company shall provide warranty coverage in accordance with the manufacturer's warranty terms for the supplied equipment.

The warranty shall not cover damages resulting from:

- Misuse or negligence.
- Unauthorized modifications.
- Natural disasters, fire, flooding, or lightning.
- Improper electrical connections by third parties.

8. CLIENT'S FINANCIAL OBLIGATIONS FOR LOGISTICS, MAINTENANCE AND REPAIRS

During the repayment period, and without prejudice to the Company's warranty obligations under Clause 7, the Client acknowledges that certain costs relating to the ongoing operability of the System shall be borne solely by the Client as follows:

8.1 Logistics and Transportation Costs

- a. Where any component of the System requires transportation to the Company's workshop or any designated service centre for diagnosis, repair, or replacement, all transportation and logistics costs — including but not limited to vehicle hire, fuel, loading/offloading, and related expenses — shall be borne entirely by the Client.
- b. Where a Company technician is required to travel to the Client's site for inspection, maintenance, or repair, the Client shall pay a call-out / site visit fee as communicated by the Company at the time of the request. Such fee shall be agreed in writing before the visit commences.
- c. Any logistics cost incurred as a result of the Client's failure to make the System or its components accessible at the agreed time shall be charged to the Client.

8.2 Scheduled Maintenance

- a. The Client shall be responsible for funding all scheduled preventive maintenance services on the System during the repayment period, including cleaning of solar panels, inspection of wiring and connections, battery health checks, and firmware/software updates on the inverter.
- b. The cost of each scheduled maintenance visit shall be as quoted by the Company at the time of scheduling and shall be paid by the Client before or upon completion of the service.
- c. Neglect of scheduled maintenance that results in further damage to the System shall not be treated as a warranty claim, and the full cost of resulting repairs shall be borne by the Client.

8.3 Repairs of Faulty Components Outside Warranty Coverage

Where any component of the System develops a fault during the repayment period and such fault falls outside the scope of the manufacturer's warranty (as described in Clause 7), the Client shall bear the full cost of repair or replacement, including:

- i. Cost of the replacement part or component;
- ii. Labour charges for removal, repair, and reinstallation;

- iii. Transportation and logistics as set out in Clause 8.1;
- iv. Any testing or commissioning charges following repair.

The Company shall provide the Client with a written quotation for any repair work before commencing. The Client shall provide written approval and, where required, an advance payment before repair works begin.

8.4 Accidental Damage and Client-Induced Faults

- a. Any damage to the System arising from the Client's actions, negligence, misuse, or those of any third party engaged by the Client (including but not limited to electricians, builders, or other contractors) shall be repaired entirely at the Client's expense.
- b. The Client shall promptly notify the Company of any accidental damage or observed fault. Delayed notification that results in worsening of the fault shall not limit the Client's financial liability for the full extent of resulting damage.
- c. The Company reserves the right to conduct an inspection to determine the cause of any fault before confirming warranty eligibility or billing the Client for repairs.

8.5 Battery Replacement and Consumables

- a. Battery cells and battery banks are subject to capacity degradation over time through normal use. Where battery replacement becomes necessary during the repayment period and the degradation is not covered by the manufacturer's warranty, the full cost of replacement batteries, labour, and associated logistics shall be borne by the Client.
- b. Consumables such as fuses, circuit breakers, and cable connectors that require periodic replacement due to normal wear and tear shall be purchased and funded by the Client.

8.6 Dispute Over Fault Classification

Where there is a dispute between the Parties as to whether a particular fault is covered under warranty or is a Client-payable repair, the Company's written technical assessment shall be prima facie evidence of the fault classification. The Client may engage an independent certified solar energy engineer at their own cost to contest the assessment, and the Parties shall use the dispute resolution process in Clause 10 to resolve any unresolved disagreement.

9. TERMINATION

This Agreement may be terminated:

- a. Upon full payment of all sums due.
- b. By mutual written consent of both parties.
- c. By the Company upon material breach of this Agreement by the Client.

10. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be resolved through amicable negotiation.

Where negotiation fails, the dispute shall be referred to mediation or arbitration in Edo State, Nigeria, before resorting to litigation.

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

12. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, or understandings relating to the subject matter herein.

13. CHANGE OF RESIDENCE AND FINANCIAL OBLIGATIONS

The Applicant agrees to notify NEWDAWN AUTOMATION LIMITED in writing at least thirty (30) days before any change of residential address, office address, or installation location during the subsistence of this Agreement.

In the event of a change of residence or relocation, the Applicant shall remain fully responsible for all outstanding financial obligations arising from the solar installation agreement, including but not limited to installment payments, service charges, maintenance fees, recovery costs, and any other applicable charges.

Where relocation requires the dismantling, transportation, reinstallation, inspection, or modification of the solar system, all associated costs shall be borne solely by the Applicant.

The Applicant further agrees that any administrative, legal, recovery, logistics, or operational costs incurred by NEWDAWN AUTOMATION LIMITED as a result of the Applicant's relocation, failure to notify the Company, or breach of this provision shall be fully recoverable from the Applicant.

The Applicant acknowledges that relocation shall not extinguish, reduce, suspend, or otherwise affect any financial obligation owed to NEWDAWN AUTOMATION LIMITED until all outstanding amounts have been paid in full.

14. ADDITIONAL COSTS

Any cost arising before, during, or after the installation of the solar system—including but not limited to relocation, transportation, reinstallation, site modification, additional materials, permits, inspections, maintenance, recovery actions, or any unforeseen expenses directly related to the project—shall be borne entirely by the Client unless otherwise agreed in writing by NEWDAWN AUTOMATION LIMITED.

15. NOTE:

50% deposit can be paid at once or spread across 6 months and the remaining 50% spread across another 6 months

Business owners are required to provide **verifiable landed property as collateral** as security for their selected solar package. The property will be subject to verification and approval.

All installment payments must be made in the registered business owner's name or directly from the company's registered bank account. The name used for payment must remain consistent throughout the payment period to ensure proper identification, accurate payment tracking, and to avoid any conflicting or unverified transactions.

Also note that after 50% deposit the solar system as applicable would be installed from 5 to 20 business days.

A non-refundable application processing fee of **₹100,000.00** is required before application processing, customer verification, site inspection, and project assessment

16. SPECIAL CLIENT DECLARATIONS AND UNDERTAKINGS

The Client hereby makes the following declarations and undertakings, each of which shall form an integral part of this Agreement:

1. **Salary Delay:** In the event that the Client's installment payment is in default as a result of a delay in salary payment by the Client's employer or institution for a period exceeding three

(3) consecutive months, the Client irrevocably agrees to fulfill all outstanding payment obligations from personal earnings, savings, or any other available personal financial resources, without recourse to the Company for any extension, waiver, or reduction of the amount due.

2. **Early Loan Liquidation:** The Client reserves the right to liquidate the outstanding solar loan balance at any time prior to the scheduled completion of the repayment period. Such early liquidation shall be subject to the Client providing written notice to the Company, and the settlement amount shall be based on the actual outstanding principal and any accrued charges as at the date of settlement. No additional penalties shall be imposed solely on account of early liquidation.
3. **Salary Default Due to Disciplinary Action:** Where the Client's salary or emoluments are withheld, suspended, or reduced as a consequence of disciplinary measures, sanctions, or any action taken by the Client's employing organization or institution, the Client unconditionally agrees to meet all installment payment obligations under this Agreement from personal earnings or any other personal financial resources. Such disciplinary measures shall not constitute grounds for payment deferral, reduction, or suspension under this Agreement.

17. GUARANTOR

The Client shall provide a Guarantor who shall be jointly and severally liable with the Client for the due performance of all payment obligations and other undertakings under this Agreement. The Guarantor hereby unconditionally and irrevocably guarantees to NEWDAWN AUTOMATION LIMITED that, in the event of any default or failure by the Client to meet any obligation hereunder, the Guarantor shall, on demand, pay all outstanding sums and perform all obligations as if the Guarantor were the primary obligor.

The Guarantor's details are as follows:

Full Name:	
Address:	
Phone Number:	
Relationship to Client:	
Occupation:	
Signature:	
Date:	

SALARY DEDUCTION CONSENT

I _____, hereby irrevocably consent to and authorize my Union (School/Faculty/Association) to deduct the first two (2) or three (3) installment payments due under this Solar Package Agreement directly from my salary account and to remit the same in full to NEWDAWN AUTOMATION LIMITED, toward the cost of the solar system installed at my residence, in strict accordance with the payment schedule contained herein. This authorization shall remain valid and binding until the said deductions have been duly effected and confirmed by NEWDAWN AUTOMATION LIMITED.

BANK DEBIT AUTHORIZATION AND CONSENT

I, _____, hereby irrevocably consent to and authorize my bank, _____ Bank, to debit my designated salary/account number _____, for the agreed instalment payments due

under this Solar Package Agreement and to remit the applicable amount directly to NEWDAWN AUTOMATION LIMITED, toward the cost of the solar system installed at my residence.

I authorize the Bank to effect the said deductions in accordance with the payment schedule contained in this Agreement and as communicated to the Bank by me and/or NEWDAWN AUTOMATION LIMITED.

SIGNATURES

FOR NEWDAWN AUTOMATION LIMITED	THE CLIENT
Name: _____	Name: _____
Position / Designation: _____	_____
Signature: _____	Signature: _____
Date: _____	Date: _____

WITNESS:

Name _____	Signature _____	Date _____
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