

DIGITAL CONTRACT TERMS AND CONDITIONS SHEET



GENERAL TERMS AND CONDITIONS

1. Greenlight Planet Sun King Nigeria Limited, having its registered office at 19 Adekunle Fajuyi Way, Ikeja GRA, Lagos 101233, Lagos, Nigeria (hereinafter referred to as "Sun King", which expression in shall be construed to include its successors in title, permitted assigns and permitted transferees); and (hereinafter referred to as "the Buyer" which expression shall be construed to include his/her representatives and estate).
2. The Buyer, hereby agrees that he/she has read and understood the terms of this Agreement or had the same explained to him/her in a language that he/she understands.
3. **Sale and Payment**
In consideration of the purchase price, Sun King has agreed to sell the Product(s) to the Buyer and the Buyer has agreed to purchase the same. The Buyer may incur different transaction fees depending on each money transfer merchant's prevailing tariff and the transaction amount. The Buyer will pay the Deposit and the weekly/monthly repayment amount via any of the Sun King payment channels.
4. The unit will be automatically switched off if the payment is not made on or before the due date or if the payment is made incorrectly. On making payment, the Buyer shall receive a keycode via SMS on their registered phone number which needs to be entered on the keypad provided on the Product(s) for the Product(s) to work. In case of any query, the Buyer can contact the Energy Officer or visit the nearest Sun King" Store. The Buyer can also contact Sun King's call center TOLL-FREE on 0800 SUN KING or 0800724878.
5. The Buyer is eligible for replacements under Sun King's warranty policy. Kindly check your signed Digital Contract for the purchased product warranty.
6. The Liabilities and control of the Product(s) shall pass to the Buyer once the Buyer takes possession of the Product(s). However, the legal title to the Product(s) shall not pass to the Buyer until Sun King receives payment in full for the Product(s). All intellectual properties in and to the Product would always belong to Sun King.
7. The Buyer shall (i) make all payments due promptly; (ii) use the Product(s) carefully and properly; (iii) keep the Product(s) in good working order; (iv) not, whether by himself, his agents, or any other person acting under his authority, interfere with the functionality of the Product(s) before the Price is fully paid. (v) be responsible for ensuring the contact details held by Sun King are accurate and remain reachable.
8. Notwithstanding anything to the contrary contained herein, the Buyer agrees that if the Buyer fails to make payment on the due date and fails to remedy such breach within seven (7) days of being notified to do so, then, without limiting any other right or remedy Sun King may have and in compliance with relevant laws and regulations; (i) Sun King may at any time require the Buyer to return the Product(s) to Sun King; (ii) if the Buyer fails to do so promptly, Sun King may enter the premises of the Buyer or where the Product(s) is/are located to recover/repossess them.
9. In addition to the above, Sun King also reserves all the rights and remedies, including specific performance or any other equitable remedy, available to it under law or otherwise, to enforce the provisions of this Agreement, more specifically for any breach or default by the Buyer, hereunder.
10. Carbon Credits: Carbon credits resulting from the sale under this agreement can be sold, assigned, or pledged at the full discretion of Sun King.
11. The Buyer consents to, and authorizes, Sun King to collect, store, record on software, utilize, and/or report all personal data and payment history relating to the purchase and use of the goods and services sold. The Buyer also consents that Sun King may also use GPS or other location-tracking technology to determine product location. Further, the Buyer consents to being called by Sun King Call Centre agents for purposes of collecting more information as may be required, which calls will be recorded for purposes of efficiency and transparency. Sun King will use personal data collected solely for the purposes of selling to and servicing the customer, and if required, for reporting credit-related information to an authorized credit reference bureau or collection agency. Sun King also reserves the right to share anonymized, aggregated data with third parties.
12. Sun King may at any time assign, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
13. The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner with any of its rights and obligations under this Agreement, without Sun King's prior written consent.
14. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the laws of Nigeria. Each party irrevocably agrees that the courts of Nigeria shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation; and
15. This agreement constitutes a valid and binding obligation of each Party and is enforceable against it under its terms.



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