

Huawei Power M Promotion ("Terms and Conditions").

NOTE:

- A. The following Terms and Conditions contain assumptions of risk and/or liability by Customers and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks Proprietary Limited ("MTN") will have towards Customers and other persons.
- B. These Terms and Conditions also limit and exclude Customers rights and remedies against MTN and place various risks, liabilities, obligations and legal responsibilities on the Customer.
- C. These Terms and Conditions may result in Customers being responsible for paying additional costs and amounts and MTN may also have claims and other rights against the Customer.
- D. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.
- E. The Customer must read these Terms and Conditions. The use of this product/service will constitute as agreement to comply with these Terms and Conditions.
- F. Please pay special attention to all the clauses. Please note that these Terms and Conditions must be read together with the standard MTN Internet product and service Terms and Conditions.

SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE: 2, 3, 4, 5, 6, 7 and 8.

1 Definitions

For the purposes of this promotion:

- 1.1 **Business Customers** shall mean: a legal entity that is registered with CIPC including but not limited to a Sole Proprietor, Close Corporation, Private Company.
- 1.2 **Corporate Consumers** shall mean Consumers who purchase in their personal capacity and associate themselves with a legal entity through employment.
- 1.3 **Qualifying Customers/Customer/you** shall mean all Business Customers and Corporate Consumers.

2 Introduction

MTN has partnered with Huawei Technologies (Pty) LTD (“Huawei”) to offer the Huawei Power M, and other related Power products to the South African market. Customer may choose between several power configurations available in the Huawei Power portfolio.

Huawei Power solution provided by Huawei, installed and supported by Verteco (Pty) Ltd. Retail consumer finance solutions is from Absa. Business rental solutions is from Centrafin.

3 The offer

3.1 The customer has the option to purchase the Huawei Power solution, including installation, as:

3.1.1 **Cash Price:** MTN has partnered with Verteco who will issue the customer a tax invoice for payment. Once payment reflects in the Verteco bank account, Verteco will install the purchased product.

3.1.2 **Financed:** The Corporate Consumer can obtain financing through MTN’s partnership with Absa. The finance relationship will be between the customer and Absa.

3.1.3 **Rental:** BusinessCustomers can obtain a rental agreement through MTN’s partnership with Centrafin. Customers may choose options with or without escalation and may take ownership of the unit at the end of the term or choose to upgrade the product.

4 Offer Period

4.1 The offer will be available from 1st October 2023 to 31st December 2023. Visit www.mtn.co.za and www.mtnbusiness.co.za regularly for notices, updates and/or changes to services.

4.2 MTN and its partners may choose to discontinue the Offer at their own discretion or due to factors beyond our control

5 Qualifying Customers

5.1 The Offer is available to all Qualifying Customers.

5.2 Finance or Rental options are subject to credit approval by the respective partner.

6 Pricing and Structure

- 6.1 Please refer to in-store marketing or engage with an MTN sales representative for pricing related to this promotion.

7 Warranty

- 7.1 Huawei offers a 10 year warranty for the Huawei Power portfolio
- 7.2 In the case of a faulty unit, the customer must engage with an accredited installer for the removal of the faulty unit and re-installation of the replacement unit. The customer may engage the services of Verteco at an additional cost.
- 7.3 The customer has the option to purchase additional monthly support from Verteco which will provide a seamless warranty replacement process whereby Verteco will disconnect the faulty unit and reconnect the replacement unit.
- 7.4 The warranty is between the customer and Huawei. Huawei warranty terms and conditions apply <https://mypowerm.co.za/terms-and-conditions/>
- 7.5 Verteco offers a 6 month warranty on installation. Any issues related to the installation will be handled by Verteco. Verteco installation terms & conditions apply <https://mypowerm.co.za/terms-and-conditions/>

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8 General Rules

- 8.1 Customer authorizes MTN to share their information with Verteco, Huawei, Centrafin or Absa as required for the execution of their purchase request.
- 8.2 Further to the MTN Subscriber Terms and Conditions, the following specific terms and conditions will apply to the offer.
 - 8.2.1 MTN, Absa or Centrafin do not warrant, in any way whatsoever, the Huawei equipment, its related products, the installation and after sales support offered.
 - 8.2.2 Deals are whilst stock lasts, if no stock, customer may choose an alternative offer or cancel the order.
- 8.3 Rental options are available via Centrafin for Businesses.
 - 8.3.1 Centrafin responds to customer queries within 8 business hours.
 - 8.3.2 Rental escalates at 6.5% per annum or 0% escalation as requested by the

- Customer. Pricing varies dependent on the option the Customer chooses.
- 8.3.3 Rental amount is subject to approval with end of term arrangements including upgrading, continuing to rent, purchase or return available to suit the User.
 - 8.3.4 Businesses must be operational for more than 2 years.
 - 8.3.5 Monthly support from Verteco is included in the Centrafin rental option.
 - 8.3.6 Centrafin T&Cs also apply and can be found at the mypowerm.co.za.
- 8.4 Finance options are available from Absa for Corporate Consumers
- 8.4.1 Absa offers a Revolving Loan facility or a Personal Loan facility, with competitive pricing guaranteed.
 - 8.4.2 All Customers will need to follow a formal Absa loan application process and provide all supporting documentation in a timely manner to enable Absa to score these customers and make a risk-based loan offer to the customer.
 - 8.4.3 Absa will engage with the Customer telephonically to communicate and contract on the required finance option.
 - 8.4.4 Customers that finance their solution through Absa will benefit from a 2% interest rate concession on the quoted interest rate after scoring, as a reward for choosing to fund their Huawei Power Solution through Absa.
 - 8.4.5 Absa does not warrant, in any way whatsoever, the equipment, its related products, the installation and after sales support offered by MTN, Huawei and / or Verteco.
 - 8.4.6. Consequently, the repayments on the loan facility is independent of the Customers satisfaction or dissatisfaction of the solar solution and its related functionality.
 - 8.4.7. The loan amount will be paid to Verteco in full settlement of the invoice raised, should there be further funds available these will be paid into the customers personal banking account.
 - 8.4.6 Absa's Ts & Cs apply and are available on Absa.co.za. Auth FSP/NCRC7.
 - 8.4.7 Absa responds to Customer queries related to the financing facility within 8 business hours.
 - 8.4.8 All payment related to Absa Financed solution will be between Absa and the customer.
- 8.5 Installation is performed by Verteco within 5-10 days from receiving the request.
- 8.5.1 Verteco will provide an addendum Certificate of Compliance once the customer provides and original Certificate of Compliance.
 - 8.5.2 Verteco will install the power solution with an isolation distribution board within 5 meters of the Customer's current distribution board. Any further than 5 meters will require the Customer to pay additional costs for labour and material quoted

separately and paid for upfront.

- 8.5.3 Solar installations require consent from the landlord and, in some instances, Customer's structural engineer approval.

9 Modification of Terms and Conditions

- 9.1 MTN reserves the right, at any time, to change, vary, amend, or replace these Terms and Conditions and any rules relating to this Offer, its promotions, its products, and services and to modify its promotions, its products, and services at its discretion, with notice to you.
- 9.2 See www.mtn.co.za and www.mtnbusiness.co.za for product and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.
- 9.3 MTN reserves the right at any time to modify, suspend or discontinue the services, with notice, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure, or non-availability of the service, and you indemnify MTN against any damage or loss you may sustain because of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the service. Visit www.mtn.co.za and www.mtnbusiness.co.za regularly for notice, updates and/or changes to services.
- 9.4 MTN reserves the right from time to time to vary the charges of these services as may be deemed necessary in its discretion.
- 9.5 As changes will be posted on www.mtn.co.za and www.mtnbusiness.co.za, your continued use of the products and/or services with the amended rules will be deemed to be accepted by you. It is the responsibility of you to review these Terms and Conditions regularly.
- 9.6 Contact details
- 9.6.1 Should the Customer have an issue with the equipment or installation please contact 010 109 6714 or powermhelpdesk@verteco.co.za
- 9.6.2 Should the Customer have an issue with Centrafin rental option please contact Centrafin's Customer Liaison Department via email at info@centrafin.co.za or at

011 654 6460.

9.6.3 Should the Customer have an issue with Absa Finance option please contact 0860 100 372 or absa@absa.co.za

9.6.4 Should the Customer not have any resolution with MTN's partners directly and requires MTN's assistance, please fill in the following form <https://forms.office.com/r/KsKAn6au9n> or contact 083 123 1800