



T E R M S O F S E R V I C E B O O K L E T

Our Terms, In Plain Words

How an EGIS energy system is measured, built, proven and protected

The companion to the EGIS Master Services Agreement, ref EGIS/MSA/V3

EGIS (Energy Generation and Intelligent Solutions) Limited

Version 3 · 29 September 2026

What This Booklet Is

Every EGIS project runs on one set of terms: the **EGIS Master Services Agreement & Terms of Service**, version 3 (ref EGIS/MSA/V3). This booklet walks through those terms in plain words, in the order you will meet them: how we check your site, how you pay, what becomes yours, how the system protects itself, and what happens if something goes wrong.

Clause numbers in brackets point to the agreement, so you can read the exact wording beside the explanation.

The signed documents govern

This booklet is not a contract. Where it differs from the signed Master Services Agreement or a Contract Document, **the signed documents apply**. Version 3 is awaiting counsel's approval; contracts signed on version 2 keep the terms they were signed on.

The documents you sign

DOCUMENT	WHAT IT COVERS	WHEN IT IS SIGNED
Master Services Agreement	The standard terms for every project EGIS carries out for you, with Schedules 2 to 4	Once, before we first work on your installation
Contract Document	One project: the premises, the system chosen, the price, and the payment and delivery schedule	After your site is checked and your design and price are confirmed
Schedule 3 subscription	Optional monitoring and care after handover	Separately, and only if you choose a plan

Six Phases, Checked First

We do not guess what your property needs. We **check** your site, design from what it really needs, and **prove** the result through free monitoring before we hand the system over (clause 3).

3–4 days	7 days	1–3 months	12 months
MEASUREMENT, LARGE SITES ONLY	PRICE HOLD ONCE SIGNED	FREE MONITORING BEFORE HANDOVER	WORKMANSHIP WARRANTY

PHASE	WHAT HAPPENS	CLAUSE
1 · Site Assessment	We check your site by a survey, or by your answers to our survey questions. A home or a shop is sized from its appliance list. A compound, estate, factory, mall or plaza is measured: an energy logger at the main distribution board records energy use, peak demand, phase balance, voltage quality and hours of supply for 3 to 4 days, and the measurement fee is paid before it is fitted.	3.2
2 · Design Validation	We reconcile the load analysis with the measurement where we measured, allow for the season, confirm or revise the design, and re-confirm prices. You may stop here and owe nothing more; if we measured, you keep the report and the fee is not refunded.	3.3–3.4
3 · Procurement	Equipment is ordered only when the final Contract Document is signed and the procurement payment is received.	3.5
4 · Installation and Commissioning	Nothing is energised until the pre-energisation checks are complete and passed.	7.1
5 · Performance Verification	Free monitoring: one month for a system up to 5 kVA, two months up to 20 kVA, three months above that. We monitor the system every day, report every month, adjust settings and correct defects.	Sch. 2
6 · Handover	We issue the verification report, the Acceptance Certificate and the handover pack: as-built drawings, settings, operating guide, warranties and the equipment list.	8, Sch. 2

The Energy Bank

An EGIS system works like a bank for energy. The **batteries sit at the centre**. Energy is deposited from whatever sources your design includes: solar panels, the public grid, a generator. Your property draws from the bank, and the system's controls decide, moment by moment, where energy comes from and where it goes.

Automatic priorities

Stored energy and generation are finite. When stored energy runs low, the system protects itself and your most important circuits by switching off lower-priority circuits automatically. **That is intended behaviour, not a defect** (clause 11.2). Your Contract Document describes the priorities for your property; a design that stays connected to the grid may draw the shortfall from the grid instead.

PRIORITY	CIRCUITS	WHEN STORED ENERGY RUNS LOW
Red · Priority 1	The circuits that must stay on	Kept on
Yellow · Priority 2	Important, but able to wait	Switched off after Blue
Blue · Priority 3	Heavy or optional loads	Switched off first

What the system cannot do

- **Figures are estimates, not guarantees.** Output depends on sunshine, temperature, dust, how you use energy, battery ageing and supply conditions. Our figures are engineering estimates made in good faith (clause 11.1).
- **It is not for life support.** The system is not designed or rated for life-support or medical equipment whose interruption could endanger life. Such equipment needs separate, independent backup (clause 11.3).

Price and Payment

Prices in a proposal are **indicative**. Equipment prices in Nigeria move with the exchange rate and supplier availability, so the price is fixed only in the final Contract Document, after design validation (clauses 4.1 and 4.3).

STAGE	WHAT YOU PAY	WHEN
Measurement fee	Only if we measure a large site: the fee in your Contract Document, credited against the procurement payment	Before the energy logger is fitted
Procurement	70 % of the price, less any measurement fee	On signing the final Contract Document
Commissioning	20 % of the price	When the system is put into service
Handover	The last 10 %	After the free monitoring (1–3 months, by system size)

- **The price holds for 7 days.** If the procurement payment is not received in that time, we may re-confirm the price before ordering. You may accept it or cancel, and only any measurement fee is kept (clause 4.3).
- **Cable is included at a provisional allowance** stated in your Contract Document. If the site check finds a longer run, the extra cable is priced in your Contract Document before you sign; one found only during installation needs your written agreement first (clause 3.7).
- **Tax is shown separately.** VAT is charged at the rate in force when an invoice is issued; zero-rated or exempt goods are invoiced accordingly (clause 4.4).
- **Invoices are due within 7 days** of issue (clause 4.5).
- **Late payment pauses the work.** After 7 days' written notice we may pause until payment, and the timeline moves by the length of the pause (clause 4.6).
- **Cancelling.** Before the procurement payment, you pay nothing beyond any measurement fee paid. After it, we keep the cost of equipment ordered and work done, deliver the equipment you have paid for, and refund the balance (clauses 18.1 and 18.2).

Protect yourself from payment fraud

EGIS will **never** ask you to pay into a personal account. We are paid only by bank transfer into an account in our registered company name. If anyone sends you new bank details, call us on **0813 683 7120** before you pay (clause 4.5).

What Is Yours, and What Stays Ours

ITEM	WHO OWNS IT	CLAUSE
The equipment: inverters, batteries, panels, protection, cabling, mounting	You, once EGIS has received the full price	9.2
The energy logger and the EGIS monitoring device	EGIS, always. Removed at the end of the Verification Period unless you take a subscription	9.3
Designs, reports, methods, software and firmware	EGIS. You receive a free, non-exclusive licence to use the designs, drawings and reports for your property and system	14.1

- **Risk passes on delivery.** From the moment equipment is delivered to your premises, loss of or damage to it is at your risk (clause 9.1).
- **Until the price is paid in full,** EGIS may recover equipment that has not been paid for **only** by agreement with you or through the dispute process in clause 19 (clause 9.2).
- **Selling the property.** The agreement cannot be transferred to someone else without both sides' written consent (clause 20.5). Talk to us before a sale, so that warranties and any subscription are dealt with properly.

Protecting the System, and Everyone Around It

An energy system carries high DC voltages, stored chemical energy and protective settings chosen for your installation. For safety, and to keep the warranties valid, **you will not, and will not allow anyone else to** (clause 13.1):

- open, modify or bypass any inverter, battery, protective device or enclosure;
- change safety settings, voltage limits or circuit priorities;
- connect additional energy sources, or loads that exceed the design; or
- install software or firmware on, or move, the monitoring device.

Who may work on the system

WHEN	WHO MAY WORK ON IT
Before handover, or while you have a subscription	Only EGIS, or someone EGIS has agreed to in writing (clause 13.1)
After handover, with no subscription	EGIS, or a competent and suitably qualified electrician (clause 13.1). During the 12-month workmanship warranty, work by anyone other than EGIS or a person EGIS approved in writing is not covered by the warranty (clause 10.3(b))

If someone interferes

The warranties for the affected part end, and you bear the reasonable cost of putting it right. EGIS may make the system safe, including by isolating the affected part, and will tell you promptly what we did and why (clause 13.2). You also cover claims by other people to the extent they arise from the interference (clause 13.3).

The system keeps records

The energy logger and the monitoring device record electrical, performance and event data. EGIS keeps those records securely, with measures that protect their integrity, and either side may rely on them as evidence of how the system operated, subject to the ordinary rules of evidence (clause 12.4).

Why the rules exist

They protect the people in your home as much as the equipment. A bypassed breaker or a changed voltage limit can turn a small fault into a fire.

For Your Compound, Not Your Neighbours

The system is for the premises named in your Contract Document, including the buildings within the same compound that you control, such as staff quarters and offices (clause 15.1).

- **No selling electricity** to anyone outside the premises without EGIS's written agreement and any authorisation required under the Electricity Act 2023 (clause 15.2).

A regulatory warning

Supplying electricity to a neighbouring property, a tenant or anyone else may count as electricity distribution, which can require registration, a permit or a licence from the Nigerian Electricity Regulatory Commission (NERC) under the Electricity Act 2023 and NERC's Mini-Grid Regulations. **Any fine or enforcement action for unauthorised supply is your responsibility** (clause 15.3).

OUR SIDE

What EGIS Promises

Under clause 6.1, EGIS will:

- perform the work with reasonable skill, care and diligence, using trained and supervised people;
- design and install the system to good engineering practice and the standards and regulations that apply in Nigeria;
- supply new equipment of the type in your Contract Document, or an equal or better alternative you approve in writing;
- comply with the law, including health and safety, keep the work areas tidy and remove our waste;
- tell you promptly of anything at the premises that affects safety or the design, including faults in existing wiring;
- supply only inverters, batteries, PV modules and charge controllers that hold NEMSA type-approval where Nigerian law requires it; and
- maintain public liability insurance appropriate to the work.

Warranties

- **12 months on our workmanship**, from commissioning. If a defect in our installation work appears in that time, we correct it at our cost (clause 10.1).
- **Manufacturers' warranties** on the equipment pass to you. We help with claims during the workmanship warranty, and afterwards under EGIS Care Plus (clause 10.2).

What the warranties do not cover (clause 10.3)

- damage from misuse, neglect, accident, fire, flood, or lightning and surges beyond the rating of the protection installed;
- work during the warranty period by anyone other than EGIS or a person EGIS approved in writing;
- loads or energy sources added beyond the design without EGIS's review;
- normal wear, including loss of battery capacity within the manufacturer's stated limits; or
- not following your operating obligations (Schedule 4).

Our Designs, and Your Privacy

Designs, software and devices

EGIS keeps the intellectual property in its designs, reports, methods, software, firmware and devices (clause 14.1). Please do not copy, reverse-engineer or extract software or firmware from the energy logger or the monitoring device (clause 14.2). Each side keeps the other's confidential information confidential (clause 14.3).

Your data

QUESTION	ANSWER	CLAUSE
Why is data collected?	To measure, design, verify, monitor and maintain the system, to handle warranty claims and, in anonymised form, to improve our engineering	12.1
Which law applies?	The Nigeria Data Protection Act 2023	12.2
Is it sold?	Never. It is shared only with you, with service providers bound by confidentiality, with manufacturers for warranty claims, or where the law requires	12.2
Can I have a copy?	Yes, of the data for your premises	12.3
What happens after handover?	Without a subscription, collection stops. Records are kept for 24 months for warranty and legal purposes, then deleted or anonymised	12.3

Your name stays private

EGIS will not publish your name, any image of your premises or any detail of your project without your prior written consent (clause 14.4).

Liability, Events Beyond Control, and Disputes

Liability

- Nothing limits liability for death or personal injury caused by negligence, for fraud, or for anything the law does not allow to be limited (clause 16.1).
- Neither side is liable for indirect or consequential loss, such as lost profit, lost data or spoiled stored goods (clause 16.2).
- EGIS's total liability for a project is limited to the price paid for that project, and for a subscription to the fees paid in the previous 12 months (clause 16.3).
- Each side takes reasonable steps to limit its own loss (clause 16.4).

Events beyond control

Neither side is liable for delay or failure caused by events beyond its reasonable control, such as natural disasters, severe weather, flood, fire, epidemics, civil unrest, acts of government, collapse of the public grid, or disruption of supply chains and ports. If such an event stops the work for more than 60 days, either side may end the affected Contract Document; we then deliver equipment already paid for and refund sums paid for work not done (clause 17).

Resolving a dispute

STEP	WHAT HAPPENS	WHEN
1 · Talk	Senior representatives of both sides try in good faith to resolve it	Within 21 days of written notice
2 · Mediate	Mediation at the Abuja Multi-Door Courthouse, or with another mediator both sides agree	If talks do not resolve it
3 · Arbitrate	Final arbitration under the Arbitration and Mediation Act 2023, before a sole arbitrator, seated in Abuja, in English	If mediation has not resolved it within 45 days

Either side may still ask a court for urgent interim relief (clause 19.4). The agreement is governed by the laws of the Federal Republic of Nigeria (clause 20.1).

Keeping the System Safe

Before and during the work (clause 5.1)

- Give EGIS safe access at agreed times to the premises, distribution boards, roofs and equipment locations.
- Give accurate information about the premises, the existing wiring and any planned change in use.
- Obtain any consent needed from a landlord, estate management or neighbour, unless your Contract Document gives that task to EGIS.
- Arrange with the electricity distribution company any disconnection, meter removal or change of supply the design requires.

Please do (Schedule 4)

- Keep the inverter and battery room cool, dry and ventilated, and keep its vents clear.
- Tell EGIS before adding a large appliance, such as an air-conditioner, heater or pump.
- Keep children and pets away from the inverters, batteries and distribution boards.
- Keep the panel areas reachable so that they can be cleaned and inspected.
- Where the system includes an auto-start generator: keep it serviced and fuelled, and its start battery charged.
- Keep the priority boards labelled as installed, so that everyone knows which circuits stay on.
- Let EGIS in for scheduled visits during the Verification Period and any subscription.

Please do not

- Open, modify or bypass an inverter, battery, breaker, changeover or enclosure.
- Unplug, move or cover the monitoring device during the Verification Period or a subscription.
- Connect another generator, energy source or large load to the system.
- Wash inverters, batteries or boards with water, or climb on the panels.
- Store fuel, paint or other flammable materials in the battery room.
- Use the system to power life-support or medical equipment without separate, independent backup.

If something goes wrong

- **Smoke or a burning smell:** switch off at the labelled emergency isolator if it is safe to do so, leave the room, and call EGIS.
- **A Yellow or Blue circuit switches off at night:** the system is protecting the battery. It returns when there is energy to carry it.
- **A Red circuit goes off:** call EGIS.
- **A breaker trips:** reset it once. If it trips again, leave it off and call EGIS.
- **A lightning storm:** there is nothing you need to do; surge protection is installed on both sides of the system.

EGIS line

0813 683 7120 · egiscompanyprivatemail@gmail.com

Monitoring and EGIS Care

After handover the system is yours, and you may manage it without EGIS. If you would like us to keep watching it, choose a plan under Schedule 3, which is signed separately. Without a plan, the monitoring device is removed at handover and data collection stops.

PLAN	WHAT IT INCLUDES	RESPONSE
EGIS Monitor	Remote telemetry, fault alerts and a monthly performance report	Alerts reviewed within 1 business day
EGIS Care	Monitor, plus the dust sensor, panel washing when the sensor calls for it, and a quarterly inspection with a battery health check	Panel washing when the dust loss justifies it; quarterly inspection
EGIS Care Plus	Care, plus an engineer on site within 24 hours, an annual system health certificate, protective spares kept on site, and warranty claims handled for you	An engineer on site within 24 hours of a fault that affects supply, within Abuja and subject to safe access

- **Prices** are set for the size of your system in your subscription schedule, plus VAT. Yearly billing includes two months free.
- **Term.** A plan runs for 12 months and renews for 12 months unless either side gives 30 days' written notice. Fees are paid in advance, and a price change at renewal needs 60 days' written notice.
- **Cancelling.** Give 30 days' written notice; fees for whole unused months after the notice ends are refunded.
- **Not included:** replacement equipment or parts (except the protective spares under Care Plus), or repairing damage the warranties exclude.

What we promise, and what we do not

We review every alert, act early on developing faults, and in most cases will know about a problem before you do.

We do not promise that nothing will ever fail. Monitoring costs us money every month for every site, in mobile data, cloud hosting, alerting, engineer review and reporting, and the plan price pays for that work.

Ask Before You Sign

If anything in this booklet or the agreement is unclear, ask us before you sign. We would rather spend an hour on a clause than have you sign something you do not understand.

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Reliable Energy. Powering a Better Tomorrow.

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