



LIMITED EXTENDED WARRANTY TERMS AND CONDITIONS

The conditions below describe the terms and scope of our 5-year extended warranty for the PowerOptimal Elon® ("the Product"). They do not affect your statutory rights or the obligations of your retailer under your contract with them.

Please note that this extended warranty is optional and conditional on registration of the Product within 28 days of your purchase of the Product. We provide warranty cover for the Product subject to the conditions set out below.

This contract is not an insurance policy or guarantee; it is a service contract.

INFORMATION ABOUT US

1. This warranty is provided to the customer (you, your) by PowerOptimal (Pty) Ltd, trading as PowerOptimal. We are a private company incorporated in South Africa with company registration number 2012/099947/07 and our registered office address is at 88 12th Street, Kleinmond, 7195, South Africa (we, us, our).

THE CONTRACT BETWEEN YOU AND US

2. After registering for the extended warranty, you will receive an e-mail or letter from us confirming that we have received your registration. The contract for the extended warranty between you and us (contract) will only be formed when we send you this confirmation.
3. You agree to be bound by the terms and conditions set out herein in respect of the extended warranty.
4. By entering this contract, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old.

TERMS AND CONDITIONS OF SUPPLY

5. You agree to be bound, to the extent applicable, by our general terms and conditions of supply which can be found at: <https://poweroptimal.com/terms>.
6. To the extent there is any conflict between these terms and conditions and the general terms and conditions of supply referred to above in respect of the extended warranty, these terms and conditions will take precedence.

DURATION

7. Subject to conditions 10 to 16, we will rectify defects affecting the Product which are clearly attributable to material and/or manufacturing faults, provided they are reported





immediately after being identified, and within 24 months of the date of purchase (standard warranty period) and for a further period of 36 months from and including the date after the last day of the standard warranty period (extended warranty period) (together the warranty period).

8. Warranty provision for the standard warranty period will be free of charge.
9. Warranty provision for the extended warranty period will be subject to you registering the Product within 28 days of your purchase of the Product.

SCOPE OF THE WARRANTY

10. This extended warranty is only available within the Republic of South Africa and applies to repairs and replacements done in South Africa while the Product is being used in South Africa. For other countries, please contact your local agent or supplier.
11. The warranty does not extend to:
 - a. Fragile items such as glass or cosmetic parts or consumable items;
 - b. Minor variances from nominal features of no significance to the Product's value or fitness for purpose;
 - c. Damage caused by the chemical or electrochemical effects of water;
 - d. Damage caused by lightning;
 - e. Any accessories or additions, which do not constitute the main body of the warranty agreement;
 - f. Any defect in wiring, electrical connections or plumbing which does not form part of the Product at the time of original purchase or caused by power outages, load shedding and electrical surges;
 - g. Exceptional environmental conditions, inappropriate operating conditions, or the Product having come into contact with unsuitable materials.
12. This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which we are not responsible, improper installation and assembly, improper use, use within a non-domestic environment, poor maintenance or failure to observe operating instructions.
13. The Product must be installed by an electrical contractor registered with the Department of Labour according to the Installation Manual that can be found online at <https://www.poweroptimal.com/manuals/>. The contractor must issue you with an electrical Certificate of Compliance (CoC) upon completion of the work. Failure to do so may invalidate this warranty.





14. We reserve the right to invalidate this warranty:

- a. If repairs or other interventions are performed by persons not authorised by us to take such action, or if our Products are fitted with non-original spare parts, extras or accessories, or
- b. In the event of physical or verbal abuse towards any member of our staff.

15. We will decide whether rectification of defects will take the form of a repair or the replacement of the Product. The Product may be replaced with a refurbished Product. The Product may need to be returned or shipped to our customer service centre for repair. You have to bear the costs of such transportation. A purchase receipt and electrical CoC must be presented. Should we find the Product to be faulty, we will return the repaired or replaced Product to you at our cost. Replaced parts pass into our ownership.

16. Services provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the Product.

LIMITATION OF LIABILITY

17. Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting for replacement parts to arrive.

18. We shall not be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

19. Other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.

GENERAL

Transfer of rights and obligations

20. The contract between you and us is binding on you and us and on our respective successors and assignees.

21. You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.





22. We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

Events outside our control

23. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (*force majeure* event).
24. A *force majeure* event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- a. Strikes, lock-outs or other industrial action;
 - b. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - d. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - e. Impossibility of the use of public or private telecommunications networks; and
 - f. The acts, decrees, legislation, regulations or restrictions of any government.
25. Our performance under this contract is deemed to be suspended for the period that the *force majeure* event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the *force majeure* event to a close or to find a solution by which our obligations under this contract may be performed despite the *force majeure* event.

Waiver

26. If we fail, at any time during the term of this contract, to insist upon strict performance of any of your obligations under this contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
27. A waiver by us of any default will not constitute a waiver of any subsequent default.
28. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you.





29. Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

30. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of this contract.
31. We each acknowledge that, in entering into this contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
32. Variation to these terms and conditions: We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.
33. Governing law and jurisdiction: Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by South African law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the High Court of South Africa.

PowerOptimal (Pty) Ltd

No. 88, 12th Street, Kleinmond, 7195, South Africa.

