



EXTENDED WARRANTY TERMS AND CONDITIONS

This document explains the terms, limitations and scope of our extended warranty for the PowerOptimal Elon® (“the Product”).

This extended warranty is optional and in addition to any warranty in terms of our standard terms, any statutory rights that may apply, or the obligations (contractual or in law) of the retailer from who you purchased the Product. This extended warranty only applies if you register the Product within 28 days of purchase through <https://poweroptimal.com/elon-extended-warranty/>

This warranty is a service contract and not an insurance policy or guarantee.

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. We are only bound by this contract for the extended warranty from the time when we send you this confirmation.
3. You agree that this is a limited warranty and that you are bound by these terms and conditions.
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. In addition to these terms, you are also bound, to the extent applicable, by our general terms and conditions of supply which can be found at: <https://poweroptimal.com/terms>.
6. If 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. Our standard terms provide for a 2-year warranty from date of delivery (“standard warranty”). This extended warranty applies for a 3 year period from termination of the standard warranty, to provide for a total warranty period of 5 years.
8. Subject to conditions 10 to 16, during the extended warranty period 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.
9. We may in our discretion decide whether to repair any defects or replace the Product free of charge.

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. Damage caused through abuse or negligence by a user;
 - b. Fragile items such as glass or cosmetic parts or consumable items;
 - c. Minor variances from nominal features of no significance to the Product's value or fitness for purpose;
 - d. Damage caused by the chemical or electrochemical effects of water;
 - e. Damage caused by lightning;
 - f. Any accessories or additions, which do not constitute the main body of the warranty agreement;
 - g. 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; or
 - h. 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 and you must provide us with a copy of such certificate on request if you want to rely on this warranty. Failure to do so may invalidate this warranty. *Exception:* if only the Elon Smart thermostat is installed with no solar PV, the work may be performed by a plumber, and an electrical CoC is not required.
14. The warranty will not apply:
 - 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. If we decide on a replacement, 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. We will first inspect the Product to determine (i) whether it is faulty; and if so (ii) what the cause of the fault is, and (iii) whether any of the exclusions in clause 11 apply. Should we find the Product to be faulty and no exclusion in terms of clause 11 to apply, 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, delict (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:
- Strikes, lock-outs or other industrial action;
 - Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - Impossibility of the use of public or private telecommunications networks; and
 - 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.

