



LIMITED WARRANTY POLICY FOR HYDRATHERM HEAT PUMPS

1. Foreword

African Plumbing Distributors (Proprietary) Limited ("The Company") extends a limited warranty to the Purchaser (which shall be defined below) that the Products (further defined below) purchased shall be free of defects under normal use and stipulated maintenance in the Republic of South Africa. This warranty applies only to finished products or components manufactured or imported by the Company and does not apply to third party fittings or accessories. Any third party accessory whether or not supplied by the company shall be covered by its own manufacturer's warranty and no further warranty thereon is created, implied or express, in law or in fact by the Company. It is the responsibility of the Purchaser to read and ensure comprehension of this warranty and its terms and conditions.

2. Purchaser

2.1 The Purchaser/s is/are the original legal/artificial or natural person/s (and his or her spouse where applicable) who Purchase/Buy the property from the Company or an authorized re-seller.

2.2 This warranty is not transferrable and covers the original Purchaser/s only unless the original Purchaser/s is a property developer or builder in which case the Purchaser/s is/are deemed to be the first owner/s of the property on which the Products are installed subsequent to transfer from the developer or builder.

3. Commencement Date

The date of commencement of this warranty is the earlier of (1) the installation date as evidenced by a competent entity's job card or invoice OR (2) sixty (60) days from the manufacturing date provided on the Product tag or serial number. It is the sole responsibility of the Purchaser to retain proper records as evidence of the commencement date, failing which the manufacturing date and serial number stamp shall be relied upon in determining the Commencement Date.

4. Maintenance of the Products

Failure by the Purchaser to properly maintain the products in accordance with the directives of this warranty policy and to furnish evidence of such maintenance may result in the warranty becoming fully or partially null and void at the sole discretion of the Company. Accordingly, the Purchaser bears full responsibility to maintain the products with due care and diligence and shall procure that a physical service of the Products is carried out by an authorized and competent entity at least annually before the anniversary of the Commencement Date (defined above).

5. Repairs and or Replacement of Products in Whole or in Component Parts

5.1 During the first six (6) months following the commencement date, the Purchaser has the right to return faulty or defective products to the Company for repair or replacement or refund. If repaired Products are found to be defective or unsafe, the Company shall replace the Products or refund the Purchaser with the purchase price paid within three (3) months of the repair date. Where Products are either repaired or replaced as the case may be, thereafter the original warranty period shall continue on the repaired or replaced Products until the original termination date of the warranty. Repair or replacement of Products in whole or in component part does not imply a new warranty or any extension of the original warranty period except in cases where Products are repaired or replaced during the last month of the original warranty period. In such cases the limited warranty on the repaired Products or component parts shall be extended for a further three (3) months only and shall cover labour costs incurred.



Repairs and or Replacement of Products in Whole or in Component Parts (Continued)...

- 5.2 All repairs undertaken may either be done on site at the Purchaser's property where repairs are minor in nature and short in duration (less than one day), or at the designated repair center of the Company's discretion where repairs are more serious in nature or likely to require more than one day in duration to complete. All repairs shall only be done by repair centers or personnel approved by the Company. **Any attempt by the Purchaser or the Purchaser's agent to open, tamper with or repair any Products shall render this warranty policy null and void.**

6. Eligibility

The following conditions must be met in order for this limited warranty policy to be of any force or effect:

- 1.1 The Products must be installed by suitably qualified, licensed and registered installers and installations must be in full compliance with the relevant local by-laws in addition to SANS10254 and SANS 10142 and any instructions provided in the Product literature supplied by the Company.
- 1.2 The Products must be left in their original installation location, un-tampered with (other than safe electrical and plumbing isolation) for inspection by the Company's authorized repair agent.
- 1.3 All faulty Products or Components that are repaired or replaced by the Company must be surrendered in full to the Company or its authorized agent.
- 1.4 The annual service requirements as laid out in paragraph 4 must be adhered to and copies of evidence thereof must be surrendered to the Company upon request.

7. Exclusions

The following are not covered by this limited warranty:

- 7.1 Failures or damage (including consequential loss or property damage) caused by the use of any third (3rd) party product in conjunction with the Products without prior written approval by the Company, or the use of any plumbing or electrical component that is not SABS approved or covered by a valid and current SANAS accredited test report.
- 7.2 Use of the Products for purposes other than for which they were designed or intended for use (for example but not limited to the heating of any fluid other than potable water).
- 7.3 Any modifications, alterations or additions to the Products including any foreign plumbing materials that protrude into the ports provided on the Products. SABS approved T/P Safety Valves and Drain-Cocks are excluded from this clause.
- 7.4 Damage or failure of the Products due to gross negligence, abuse or alteration or accidental damage caused during or after installation or storage of the Products.
- 7.5 Operation of the Products with third (3rd) party electrical equipment or at voltages other than the range specified by the Company. Any violation of written operating and maintenance instructions issued by the Company.
- 7.6 Force majeure such as a war, strike, riot, crime, or an event described by the legal term *act of God* (such as hurricane, flooding, earthquake, volcanic eruption, etc).



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Exclusions (Continued)...

- 7.7 Corrosion caused by abnormal conditions or contact with corrosive materials including but not limited to chlorine, fluorine, salt, sulfur, recycled waste water, urine, fertilizers, or other substances of a chemical or highly corrosive nature.
- 7.8 The use of refrigerant/s and/or additives thereto of a type and nature other than that specified on the name plate of the Products or in the literature provided by the Company.

8. Products

Products include all products or components and accessories manufactured or imported by the Company namely:

- 8.1 Integrated heat pumps
8.2 Split type domestic heat pumps
8.3 Commercial heat pumps
8.4 Products defined as storage water heaters
8.5 Circulation pumps
8.6 Pressure actuated water flow regulating valves
8.7 Products designed and engineered with the purpose of heating water
8.8 Any accessories and components related to 8.1 to 8.7 above

Products that are manufactured or supplied by third (3rd) parties, whether or not sold by the Company, are not covered by this warranty policy but retain their original equipment manufacturer or distributor warranty. Examples of such products include (but are not limited to) T/P Safety Valves, Immersion Elements and Thermostats, Drain-Cocks and all other plumbing or electrical equipment.

9. Warranty Period

The total warranty period is limited in duration to a maximum of one (1) year covering the entire unit. Certain components (where applicable) carry limited extensions to the one (1) year warranty as laid out in the table below:

Component	Extension Period	Maximum Period of Component Warranty
SUS316L Stainless steel water tanks	4 Years	5 Years
Heat Pump Compressors	2 Years	3 Years



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10. Terms and Conditions

- 10.1 Notwithstanding any clause in this limited warranty policy indicating the contrary, the Company accepts no further liability for incidental or consequential loss or damage to property. The Company's liability shall be limited to costs incurred to repair or replace faulty Products (including labour and transport) or the original purchase price paid by the Purchaser in the event of return of the Products for a refund. Subject to any refund contemplated in terms of clause 5.1 above, the Company shall have the right to replace any Products in the event that they cannot be economically repaired.
- 10.2 It is the Purchaser's responsibility to keep accurate records and proof of purchase of the Products and to furnish the Company with such records upon request in the event of any warranty claim. Failure to do so may result in limitation of any refund proceeds or the rendering of the entire warranty null and void.
- 10.3 The Company does not authorize any third (3rd) party including any merchant or re-seller or installer of the Products to create any obligation or liability for it whatsoever.