



082 622 2562
790 Wilger Road
Doornpoort
Pretoria
0186

Noltrix Product(s) Warranty Policy

1. RECORDAL

- 1.1. In this policy, unless the context clearly indicates a contrary intention, the provisions relating to the interpretation of the General Terms and Conditions of Sale shall apply to this policy and the expressions defined in the General Terms and Conditions of Sale shall bear the meanings assigned to them therein.
- 1.2. Please note that the Warranty Policy may change or be updated from time to time in Noltrix's sole discretion and it is the responsibility of the Customer to keep abreast of any changes or updates of whatsoever nature to the Warranty Policy.

2. WARRANTY PROVISIONS APPLICABLE TO CUSTOMERS WHO DO NOT FALL WITHIN THE CPA

- 2.1. No warranties, guarantees or representations, express or implied or tacit whether by law, contract or otherwise and whether they induced the contract or not, which are not set forth in this Agreement shall be binding on Noltrix, the Customer irrevocably waiving any right (common law or otherwise) it may have to rely thereon, and the goods are purchased on the basis that they are taken voetstoets and with the exclusion of all common law and other remedies including aedilitian remedies, whether as to the suitability of the goods sold for any specific purposes or (without limiting the generality of the foregoing) otherwise.
- 2.2. The Customer acknowledges that the warranty in respect of the goods supplied shall be in accordance with that stipulated in any product documentation and/or user manual.
- 2.3. The Customer shall within 10 (ten) days after the defect arises, notify Noltrix of the alleged defect, provided that Noltrix shall have been given a reasonable opportunity of inspecting any alleged defect. Noltrix shall notify the Customer of the decision of Noltrix regarding the alleged defect, which decision shall be binding on the Customer. Noltrix's liability shall be limited on return to the purchase price of the goods.
- 2.4. In order to be valid, a claim in terms of the guarantee as set out in clause 2.3 must be in writing, specifying the alleged defect, and supported by the original tax invoice. In addition, the Goods must be returned by the Customer to Noltrix at the Customer's expense, packaged in their original undamaged packaging material.
- 2.5. The Parties agree that Noltrix shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use the goods and whether or not occasioned by Noltrix's negligence (gross or otherwise) or any act or omission on its part. Without limiting the foregoing, Noltrix does not warrant that the Goods will be fit for the purposes for which they are to be used by the Customer (notwithstanding that the use to which the Customer intends to put the Goods is known to Noltrix). For the purposes hereof, any reference to Noltrix shall include its servants, agents, contractors or any other person for whose acts or omissions Noltrix may be liable in law (the Agreement between Noltrix and the Customer as contemplated in this clause is for the benefit of Noltrix's servants, agents or any other persons for whom Noltrix is liable in law).
- 2.6. Noltrix shall be relieved of all obligations in terms of this clause 2 if:
 - 2.6.1. repairs or modifications have been made by persons other than Noltrix, unless such repairs or modifications are made with the prior written consent of Noltrix;
 - 2.6.2. any goods are operated with any accessory, equipment or part not specifically supplied or approved in writing by Noltrix;
 - 2.6.3. the goods have not been operated or maintained in accordance with Noltrix's instructions, or under normal use, or the Goods have not been properly installed.
- 2.7. If repairs or replacements are affected by Noltrix, only the parts actually worked on and not the complete Goods/Installation shall be subject to a new guarantee, if any, hereunder.



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- 2.8. The Customer who acquires goods for the purpose of on-selling those goods, whether that Customer is permitted to do so or not (and nothing herein contained shall be deemed to allow the Customer to on-sell goods acquired from Noltrix whilst ownership vests in Noltrix) shall not advertise or issue or in any other way have or make any warranties, guarantees or representations as to the goods in any form whatsoever or offer to do so, which could result in liability being imposed upon Noltrix.
- 2.9. The Customer hereby acknowledges that Noltrix shall be under no liability in terms of this Warranty Policy:
 - 2.9.1. to the Customer until the Customer has paid the full amount due to Noltrix in respect of the goods concerned;
 - 2.9.2. in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Noltrix's instructions (whether oral or in writing), improper use outside Noltrix's specifications, damage to Goods caused by improper maintenance, service or repair by untrained personnel or technicians, and unauthorized alterations or modifications of the Goods;
 - 2.9.3. Noltrix shall be under no liability in respect of parts, materials or equipment which are accepted in the industry to have a limited life expectancy or parts, materials or equipment which need to be replaced at specified and published service intervals ("consumable parts"); or
 - 2.9.4. in the event that spare parts and consumable parts other than those recommended for us by Noltrix are fitted, attached or used on the goods.
- 2.10. Notwithstanding anything to the contrary in this Agreement, Noltrix shall not be liable to the Customer by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of this Agreement, for any consequential loss or damage (whether for loss or profit or otherwise and whether occasioned by the negligence of Noltrix or its employees or agents or otherwise) arising out of or in connection with any act or omission of Noltrix relating to the supply of the goods, their resale by the Customer or use by any third party.

3. WARRANTIES APPLICABLE TO AGREEMENT SUBJECT TO THE CPA

3.1. GENERAL

- 3.1.1. Noltrix's Warranty Policy only covers the hardware of the Goods and not the software of the goods, including any operating systems.
- 3.1.2. Noltrix shall inform the Customer of the warranty that can be expected from the Goods that it supplies. The warranties only apply to goods purchased from Noltrix. Goods purchased from any third party, even if it is the same brand, will not be the responsibility of Noltrix and will not be entitled to any support, replacement or credit by Noltrix.
- 3.1.3. Noltrix solar installation warranty on solar installations shall take effect from the day the installation started and shall be valid for a minimum of 5 (five) years unless stated otherwise in writing. The installation warranty does not extend manufacturer's warranty if less than 5 (five) years. In the event that a product has a manufacturer's warranty less than 5 (five) years it shall clearly be indicated on Noltrix Warranty Certificate, which will be supplied with each installation.

3.2. POLICY

- 3.2.1. In the event of Noltrix repairing any particular Goods or component such goods and within 3 (three) months of that repair, the failure or defect or unsafe features not being remedied or any further failure, defect or unsafe feature is discovered, Noltrix shall:
 - 3.2.1.1. replace the Goods;
 - 3.2.1.2. refund the Customer the price paid by the Customer for that specific goods;
 - 3.2.1.3. costs incurred in the removal, de-installation or re-installation of the defect product are not covered by this warranty.
- 3.2.2. The aforesaid warranty exists in addition to an express warranty or condition stipulated by the Manufacturer, Producer or Importer as the case may be.



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- 3.2.3. In the event of Noltrix providing any new or reconditioned parts installed during any repair or maintenance work and the labour required to install it, such work and parts will be warranted for a period of 3 (three) months after the date of installation or such longer period as Noltrix may specify in writing.
- 3.2.4. This warranty is subject to the parts, goods and/or property not being misused or abused and does not apply to any ordinary wear and tear having regard to the circumstances in which it was intended to be ordinarily used.
- 3.2.5. Warranties shall be voided in the following situations:
 - 3.2.5.1. Serial number labels removed/damaged or defaced;
 - 3.2.5.2. Warranty seals broken or tampered with;
 - 3.2.5.3. Any damage to the item:
 - 3.2.5.3.1. Caused by negligence (not following instructions in the user manual);
 - 3.2.5.3.2. Broken or dented casings (physical abuse or misuse);
 - 3.2.5.3.3. Damage caused by dropping the unit or the unit falling onto hard surfaces;
 - 3.2.5.3.4. User induced damage to printed circuit board assembly (tampering);
 - 3.2.5.3.5. Burnt items (incorrect environmental conditions);
 - 3.2.5.3.6. Acts of God (lightening damage, flood, storms, etc.);
 - 3.2.5.3.7. Water damage (liquid spillage);
 - 3.2.5.3.8. Insect infestation;
 - 3.2.5.3.9. Incorrect usage according to user manual;
 - 3.2.5.3.10. Components added or removed from the PCB (modifications or unauthorised repairs);
 - 3.2.5.3.11. Any unauthorised modification or repair work.
- 3.2.6. Should the Customer require more details, the Customer is directed to have reference to the product documentation or user manual. All the Customer's warranty policies will be applied in addition to the aforementioned.

3.3. RECORD KEEPING

- 3.3.1. Noltrix shall keep accurate records as recorded in Section 26 of the CPA, but this information will be limited to transactions between Noltrix and the Customer.
- 3.3.2. It is the responsibility of the Customer to have defective goods returned to Noltrix's premises with all necessary documents and packaging, if any, to qualify for support.

3.4. SPECIAL WARRANTY PROCEDURES FOR SPECIFIC PRODUCTS

Special warranty conditions might apply to some products. In this case the buyer/client will be informed in writing of these conditions.

Client Signature

DATE

Client Full Name(s) & Surname