

WARRANTY and RETURNS/REFUNDS POLICY

1. Our Goods and Services

We (120 Degrees (Pty) Ltd) supply the Xtend PTC heating elements (the "Product").

2. Read the Instructions.

Please carefully read and follow all instructions that come with our Product. Please also read our website at www.xtendelements.co.za for instructions on installing and using our Product.

3. Content and Scope of the Warranty

We warrant that the Product is free from manufacturing defect, for a period of three years from the date of purchase, subject to the following conditions:

- 3.1. This warranty covers the Xtend PTC heating elements only, and does not cover any other part or parts of the installation which may become damaged as a result of the failure or defect of our Product.
- 3.2. In the event of you notifying us of a Product defect, we (at our own discretion) shall elect to either:
 - 3.2.1. repair or replace our Product with a new or re-manufactured one; or
 - 3.2.2. refund the purchase price of our Product.
- 3.3. If we elect to refund the purchase price, such refund shall be calculated with reference to the original Product purchase price, reduced pro rata in relation to the expired period of the warranty.
- 3.4. We shall not be liable for any costs associated with the removal, disassembly, shipment of and re-installation of our Product/s.
- 3.5. We shall not be liable for any costs associated with the removal and disassembly of our Product.
- 3.6. Our liability for the installation cost is limited to the installation of our Product and does not extend to any costs for the reinstatement of the surrounding areas, which were required to be removed or disassembled, in order to obtain access to repair or replace our Product.

- 3.7. We shall not be liable for any claims, losses, liabilities, damages, costs or expenses arising in connection with the use, functioning or malfunctioning of our Product or any defects.
- 3.8. We shall not in any circumstances be liable for any inconsequential or indirect damages, loss of profits or punitive damages.
- 3.9. This warranty will be invalidated if any repairs are effected on our Product at any time by any other party.
- 3.10. The original invoice and/or proof of installation must be provided to ourselves in the event that the serial number is removed from the Product. Failure to provide same will render this warranty null and void.
- 3.11. We do not make any warranties or representations in respect of the installation of our Product. Claims in respect of the installation of our Product must be referred to the applicable installer, who shall be solely liable under any installation warranties provided.

4. Term and Period of Warranty

- 4.1. The period of warranty shall begin from the date of invoice.
- 4.2. The delivery of new or replacement Product/s, in fulfilment of warranty commitments, shall not have as a consequence an extension of the original warranty period nor a recommencement of said warranty period from the time of said delivery of new Product/s.

5. Necessary Preconditions for Claims Made Under Warranty

- 5.1. Present the original invoice.
- 5.2. Notification of any claims to be made under warranty must be sent to our Customer Service Dept. in writing, within the warranty period, but no later than 7 (seven) days after your discovery of the fault or defect in question.

Email: info@xtendelements.co.za

120 Degrees (Pty) Limited

PO Box 51701

Waterfront

8002

Cape Town

www.xtendelements.co.za

- 5.3. The notification of any claims must include:
 - 5.3.1. customer name, address and contact details;
 - 5.3.2. location of installed Product/s;
 - 5.3.3. original invoice from Product purchase; and
 - 5.3.4. a brief description of the alleged defect/s.
- 5.4. You shall allow the inspection of the defective Product at the location specified above.
- 5.5. Unless mutually agreed to by both of us, our inspection of the defective Product shall take place during normal working hours.
- 5.6. In the event that our inspection of the defective Product results in our determination that there is no valid warranty claim, you shall be liable for and pay the costs of the associated inspection fee.

6. Cases Not Covered by the Warranty

- 6.1. In cases where the following examples are found, or where signs are detectable on the Product that one or more of the following might have been the case, no rights or claims exist under the present warranty:
 - 6.1.1. The use of the Product for a purpose contrary to its intended purpose.
 - 6.1.2. External influences exerted on the Product, such as vandalism, natural catastrophes, environmental influences, fire, weather-related influences, or other natural phenomena.
 - 6.1.3. Our Product's burnout due to excessive water hardness or improper settings during commissioning. This also includes commissioning without water.
 - 6.1.4. Water quality and conditions not being equivalent to the water supplied by authorities in the Metropolitan areas in South Africa.
 - 6.1.5. Insufficient maintenance.

- 6.1.6. The carrying-out of installations, repairs, or refurbishing on the Product in question by a third party who fails to follow the installation instruction.
- 6.1.7. For safety and performance reasons, you are required to ensure that the installation, repairs and replacement of geysers conform respectively to SANS 10254, SANS 10106 and SANS 1352.
- 6.1.8. Upon completion of installation, the third party who attended to the installation is required to issue a PIRB Certificate of Compliance which is certified by a PIRB Licensed and registered plumber. For further details visit www.pirb.co.za.
- 6.1.9. Fair wear and tear.
- 6.1.10. Improper voltage, sudden voltage spikes or power fluctuations in the electrical supply.

7. Disputes

- 7.1. In the event of any dispute of any nature whatsoever arising between ourselves, and not resolved through our Customer Relations Department, then
 - 7.1.1. such a dispute shall be submitted to Tokiso (Pty) Ltd, that the dispute remains unresolved following the negotiations of clause 7.1, the parties will submit to mediation in terms of their mediation procedures.
 - 7.1.2. Unless otherwise agreed between the parties, Tokiso will nominate the mediator.
 - 7.1.3. The first mediation meeting will be convened to start not later than 7 (seven) days after the date of the written notice.
 - 7.1.4. The mediation shall be held in Cape Town.
- 7.2. No party may commence any court proceedings /arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 7.3. Any warranty claim shall be governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in the event of any unresolved dispute.
- 7.4. If any of the provisions of this warranty is found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed null and void and the remainder of the warranty shall continue in full force and effect.

8. Proprietary Rights

- 8.1. You acknowledge and agree that the Product you have purchased is protected by intellectual property laws and international intellectual property treaties. Our Product's intellectual property protection extends, but is not limited, to copyright, trademarks, service marks, design rights and patents. You are authorized to utilize the Product for its intended purpose.
- 8.2. Our Product may not be sold, reproduced or distributed without our written permission. Any further rights not specifically granted herein are reserved.
- 8.3. All Intellectual Property Rights belonging to ourselves shall remain vested in us.
- 8.4. None of our Intellectual Property Rights shall be used by yourself for any purpose without our prior written consent.