

**NATIONAL SOLAR WATER HEATER PROJECT
SCHEDULE 5 (WARRANTY)**

1. Definitions:

1.1 "End User" means the owner of the residence in which the Baseline System is installed;

1.2 "Purchaser" means the Department of Energy, an organ of state;

1.3 "Supplier" means [REDACTED] a company registered in accordance with the laws of the Republic of South Africa, registration number 2008/028902/07; and

1.4 "Supply Agreement" means the written agreement entered into between the Purchaser and the Supplier, on or about [REDACTED] (Supply Contract Reference No. DOE/008/2015/16), as amended, varied, restated, novated or substituted from time to time.

2. Words and expressions defined in the Supply Agreement shall, unless otherwise defined in this Warranty Agreement or otherwise required by the context of this Warranty Agreement, have the same meanings in this Warranty Agreement as those ascribed to them in the Supply Agreement.

3. WARRANTY

3.1 The Supplier hereby provides, in favour of the End-User, a comprehensive 5 (five) year warranty running from the date stated in clause 5.

3.2 The Supplier accepts, for the purposes of this Warranty that the Purchaser may initiate or submit claims hereunder, as agent for an End User.

3.3 The warranty covers all defects including faulty materials and/or workmanship in manufacture on each Baseline System, as well as damage or defects caused by improper installation by Accredited Installers.

4. WARRANTY NATURE

[REDACTED]

4.1 Claims under this warranty must include presentation of original proof of purchase and subject to compliance with the service plan set out below.

4.2 The Supplier reserves the right to test the Baseline System prior to any repair/replacement under this Warranty Agreement. The Supplier reserves the right to repair before replacing the tank, solar collector or any component thereof.

5. DATE OF COMMENCEMENT

5.1 The warranty commences from the date the Baseline System is installed and a Certificate of Completion is issued notwithstanding the date of purchase or Delivery.

6. NOTIFICATION OF CLAIM

6.1 Any claim under the warranty or replacement guarantee must include details of the defect and/or damage to the hot water unit and solar collector or components in the hot water unit and solar collector.

6.2 All claims must be made within 3 months of the detection of the defect.


6.3 Warranty claims will be attended to within 72 (seventy two) working hours provided that the Baseline System in question is easily and readily available for inspection by the Supplier or his representative.

6.4 The costs for assessment, removal, transport and re-installation will be included under this warranty.

6.5 On no occasions will the Supplier entertain claims that were not substantiated by legitimate invoicing or where the claim was not initiated and signed by the End User, or the Purchaser acting as agent of the End-User.

7. NORMAL/INTENDED USE

7.1 This warranty is subject to the normal use of the Baseline System and does not apply where the Baseline System or components thereof have not been used in accordance with the user manuals supplied to the End-User or for purposes for which the Baseline System was not intended.



8. INSTALLATION OF THE BASELINE SYSTEM

8.1 The installation of the Baseline System must comply with the SANS applicable to this type of product. These may change from time to time and for the purpose of this warranty, the SANS applicable at the date of installation shall apply.

8.2 The installation of the Baseline System by an unaccredited Installer is not covered under this warranty and in cases of installation failure, subject to clause 3.3. Defects or damage caused by Accredited Installers will be covered under this warranty.

9. AREA COVERED

9.1 The warranty is valid within the Designated Installation Areas in the Republic of South Africa only.

10. ACCESS FOR REPAIRS

10.1 Where the warranty applies but the tank and solar collector are installed or located in a position that does not comply with the installation instructions or any relevant statutory requirements due to installation by an unaccredited Installer, the Purchaser / End-user will be responsible for the costs of:

10.1.1 The dismantling/removal & re-fitment of cupboards, doors, walls, roof structures and other special equipment; and

10.1.2 Any labour required to gain access to and to bring the system/unit to a position that complies with the installation instructions or relevant statutory requirements.

10.2 The following free access is required to perform any maintenance and/or repair work:

10.2.1 500mm unobstructed space around the safety valve;

10.2.2 500mm unobstructed space around the draincock; and



10.2.3 1 000mm unobstructed space around the cover plate.

11. WARRANTY EXCLUSIONS

11.1 The warranty does not apply to any defects or damage not due to defective factory parts/materials or factory workmanship, including but not limited to defects or damage caused by or resulting from the following:

11.1.1 acts of God, (*force majeure*);

11.1.2 Accidental damage, abuse, misuse, maltreatment, abnormal stress or strain, harsh or adverse water conditions, contamination or corrosion from particles in the water supply, excessive water pressure, excessive temperature or neglect of any kind to the hot water unit and solar collector or their components;

11.1.3 Alteration or repair of the Baseline System other than by an Accredited Supplier agent or Installer;

11.1.4 Attachment of any parts or accessories other than those manufactured or approved or provided by the Supplier;

11.1.5 Faulty or improper installation other than by an Accredited Installer of the Baseline System, including installation otherwise than in accordance with the instructions contained in the Owner's Manual and Installation Manual;

11.1.6 Usage of the plumbing connections to carry the tank will invalidate the warranty;

11.1.7 Any damage caused by usage beyond the design specifications of the particular product (i.e. not used as designed for);

11.1.8 Any damage or defects due to the water quality in the area not being equivalent to that in major metropolitan areas (below 600ppm TDS);

11.1.9 Where the hot water temperature and pressure relief valve, cold water expansion valve, check valve and strainer is not fitted in areas where mains




pressure is likely to exceed 400 kPa;

- 11.1.10 Where a closed circuit heat exchanger is not filled with the correct concentration of ST-5 heat transfer fluid in accordance with instructions;
- 11.1.11 In case of excessive pressure of closed circuit system beyond the 400kPa maximum working pressure;
- 11.1.12 Damage through commissioning of the system without having filled the tank with water first or from exposure of the solar collectors to sunlight without being filled with water/heat exchange fluid;
- 11.1.13 Burnt out elements due to inadequate electric connections;
- 11.1.14 Where closed circuit has had water addition not in accordance with water quality specifications;
- 11.1.15 Frost damage to open circuit system if installed in frost affected areas;
- 11.1.16 Any plumbing or associated parts such as pressure limiting valves, stop cocks, non-return valves, electrical switches, pumps or fuses are not covered by this warranty; and
- 11.1.17 damage resulting from the transport of Goods to the Designated Installation Area;

is not covered by this Warranty Agreement, however the Purchaser may nevertheless instruct the Supplier to repair or remedy such damage or defect resulting from the above causes, provided that the Supplier shall have an entitlement to the Costs and reasonable profit (of 5% (five percent) of the Costs) of repairing or remedying the same.

12. LIMITATION OF LIABILITY

- 12.1 The Supplier's obligations under this warranty are limited to repairing or replacing the Baseline System or component parts as required. To the extent permitted by law, the Supplier will not be liable for any loss or damage to furniture, carpets, walls,
- 

foundations or any other consequential loss of any kind caused by a defect in the Baseline System. The Supplier will therefore, under no circumstances, be held liable for any direct or indirect or consequential loss suffered by the Purchaser, End-user or any other third party.

13. NON-VARIATION

13.1 No amendments or additions to this warranty shall be binding on [REDACTED] unless recorded in writing and signed by a duly authorized officer of [REDACTED]

14. WARRANTY CONTACT DETAILS

14.1 Contact [REDACTED] on the following details:

- Name of Contact person: [REDACTED]
- Physical Address: [REDACTED]
- Telephone Number: [REDACTED]
- Mobile Number: [REDACTED]
- E-mail address: [REDACTED]

14.2 These contact details may be subject to change from time to time on prior written notice.

[REDACTED]