

WARRANTY AND GOODS RETURN POLICY

Products may be returned to the Company under the following circumstances:

1. <u>UNSUITABLE PRODUCT</u>

1.1. If the Customer purchasers a product and within 10 days of taking delivery of the product finds that such product is unsuitable for the purpose for which it is intended, the product may be returned to the Company and the Customer will be reimbursed for the purchase amount less any reasonable handling charges, provided that the need for which the product is unsuited was communicated to the Company prior to the purchase, failing which the Company reserves the right to reject such return.

2. <u>DEFECTIVE PRODUCT</u>

- 2.1. The Customer may return the product to the Company within six months after taking delivery of the product, if such product presents with any defects during that time, subject to the further terms of this policy.
- 2.2. Upon returning an allegedly defective product to the Company, the Company reserves the right to inspect the said product to determine the nature and cause of the defect.
- 2.3. If the Company's inspection reveals that the deficiency is a result of a defect in the product itself which was present at the time when it was delivered to the Customer, the Customer will have the option of requesting the product to be repaired, replaced or refunded at no cost to the Customer.
- 2.4. If the Company's inspection finds that the defect is of an insignificant nature, the Company shall have the option, notwithstanding any election of the Customer to the contrary, to repair the item and to present the Customer with the repaired product.
- 2.5. If any product is repaired, the Customer shall be entitled to return the product to the Company if the product presents with any defects within a period of 3 (three) months from date of the Customer having taking delivery of the repaired product at which time the Company shall once again determine the nature of the defect and if found to be the result of either a defect in the product itself or a defective repair the Customer shall be entitled to request a replacement or refund of the product at no cost to the Customer.
- 2.6. In the event that a Customer returns a defective product and the inspection of the product by the company subsequently reveals that the defect is the result of extraneous circumstances which occurred after the date of delivery of the item to the Customer, the Customer shall be liable for a nominal fee for the inspection of

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the product and all ancillary costs incurred by the Company pursuant thereto, and the Customer shall be entitled to request a quotation for the repair or replacement of the deficient product.

2.7. The extraneous circumstances mentioned above shall include, but not be limited to, any modification or alteration of any purchased product contrary to any instructions received by the Customer or any modifications or alterations of any product after having been delivered to the Customer.

3. ACCEPTANCE OF DELIVERY

3.1. The Customer shall be deemed to have accepted delivery of any purchased product on the date upon which the Customer provides a written acknowledgement of receipt or seven calendar days after delivery of any product purchased by a Customer, whichever date is the earlier.

4. NO LIABILITY FOR CONSEQUENTIAL LOSS

4.1. Under no circumstances shall the Company be held liable for any loss of income or any consequential loss suffered by the Customer resulting from any inoperable product for the duration of inspection and/or repair of the product.

5. REPLACEMENT PRODUCTS

- 5.1. In the event of a Customer requiring replacement of a critical product supplied to the Customer before inspection or return to the Company, the Customer shall be required to provide the Company with an official purchase order for such replacement product.
- 5.2. Additionally, the Company reserves the right to sell to the Customer a replacement product. If it is subsequently found that the product returned was defective due to no fault on the part of the Customer, the Company shall refund the purchase price paid for such product, or credit the Customer's account with the commensurate amount, as the case may be.

6. PROCEDURE FOR RETURNS OF DEFECTIVE PRODUCTS

6.1. In the event the Customer elects to return a product under any of the circumstances laid out in the preceding paragraphs, the Company will adopt the following procedure:

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- 6.2. Before any product(s) can be brought in for prospective return, the Customer is required to provide the Company with the invoice number and full details of the reason(s) for return of the product.
- 6.3. Thereafter, should the Company be of the view that the return has merit, the Company will furnish the Customer with a written notice of acceptance of return of the product(s).
- 6.4. The company reserves the right to charge a nominal service fee on return of a product for purposes of inspection and repair, however, should it be found that the product returned was defective upon delivery to the Customer, a full refund of such fee will be provided to the Customer.
- 6.5. Once the Company has provided a written notice of acceptance of return, the product will then be inspected at the place, date and time as nominated by the Company, which inspection will result in a report being prepared by the Company setting out its findings as to whether or not:
 - 6.5.1. The product is defective; and
 - 6.5.2. If so, whether such defect is attributable to the product itself or whether it was the result of extraneous circumstances occurring after date of delivery of the product to the Customer.
- 6.6. Should it be found that the product itself is defective, and that such defect was manifest at the time it was sold to the Customer, the Customer shall have the election of either having the product repaired, replaced or refunded as stated above.
- 6.7. However, should it be found that the product is not defective, alternatively, the defect is attributable to extraneous circumstances occurring after the date of delivery of the product to the Customer, the Company will, at the Customer's request, provide the Customer with a quotation for the costs of repairing or replacing the product.