

Sunfix (Pty) Ltd Roof Mounted Limited Product Warranty

1. Definitions

- 1.1. "Customer" means any legal or natural person who purchases Components from Sunfix;
- 1.2. "Delivery Date" means the date upon which the Sunfix products are either delivered to the Customer and / or made available for collection by the Customer;
- 1.3. "Force Majeure" means, in the context of this Warranty Document, strikes, lock-outs or other industrial action; sabotage; terrorism; vandalism; civil commotion; riot; invasion; threat of or preparation for war; fire; explosion; storm; lightning; flood; drought; unfavourable weather conditions; overvoltage; animals; subsidence; epidemic, pandemic, any natural disaster; impossibility of the use of railways, shipping, aircraft, motor transportation or other means of public or private transportation or any port; any act or policy of any state or government; other events beyond Sunfix's control; and or for any other similar instance;
- 1.4. "Installation Certificate" means a certificate issued by a duly qualified structural engineer, confirming that the Products have been installed in accordance with the provisions of the Engineers Aid and Installation Manual;
- 1.5. "Installation Manual" means the appropriate manual prepared by Sunfix setting out the manner in which the Components are to be installed, and which shall be made available to a Customer on request;
- 1.6. "Engineers Aid" means the appropriate guide prepared by Sunfix showing a calculation method for the derivation of wind loads, and other parameters of a structural nature, and which shall be made available to a Customer on request;
- 1.7. "Maintenance Manual" means the appropriate manual prepared by Sunfix setting out the manner in which the Components are to be maintained, and which shall be made available to a Customer on request;
- 1.8. "Structural Engineer" means a Professional Engineer registered with the Engineering Council of South Africa (ECSA) in the Civil Engineering discipline, who specializes in the design, analysis, and assessment of structures to ensure their safety, stability, and compliance with applicable codes and standards;
- 1.9. "Products" means the solar panel mounting components sold by Sunfix to the Customer;
- 1.10. "Sunfix" means Sunfix (Pty) Ltd;
- 1.11. "Warranty Document" means this document within which the terms of the limited warranty given by Sunfix are recorded;
- 1.12. "Warranty Period" means a period of ten (10) years from the Delivery Date.

2. Limited Warranty and Standard Terms of Trade

- 2.1. Sunfix hereby provides the following Limited Warranty, subject to the express conditions and exclusions contained herein (collectively, "Limited Warranty") on the Products purchased directly from Sunfix or its authorized reseller. Sunfix warrants to the Customer that the Products shall be free from any defects in material and workmanship for the Warranty Period.
- 2.2. This Limited Warranty is provided subject to Sunfix's Standard Terms of Trade, which shall be made available to a Customer on request.

3. Scope of Limited Warranty and Exclusions

- 3.1. The Limited Warranty given herein constitutes Sunfix's total and exclusive warranty obligation. Sunfix does not assume, nor authorise any person to assume for it, any liability in connection with the sale of its Products.
- 3.2. The total scope of the Limited Warranty given in terms of this Warranty Document is limited to the price paid by the Customer for the purchase of the Products. Sunfix shall bear no liability for damages and / or loss that exceed this purchase price of the Products.

- 3.3. Sunfix shall under no circumstances be liable for any consequential or incidental damages arising from or as a result of the Products.
- 3.4. Sunfix shall under no circumstances be liable for any damages and / or loss relating to personal injury, property damage, lost revenue, operational disruptions or the like.
- 3.5. Sunfix shall bear no responsibility for damages and / or loss suffered due to the Customer purchasing Products from Sunfix that do not meet the specific needs of the particular job. It is the Customer's responsibility to ensure that it has duly performed all necessary assessments, in this regard, taking into account amongst other things, wind loads and site specific design considerations.
- 3.6. Unless agreed in writing, SunFix accepts no liability for losses or damages arising from the determination of wind loads, site specific design considerations, and the resulting selection of Sunfix's Products. The sole responsibility for this assessment lies with the customer and their engineer.
- 3.7. In addition to any other exclusions provided for in this Warranty Document, the Limited Warranty given in terms of this Warranty document shall be subject further to the following exclusions listed hereunder
 - 3.7.1. defects and / or damage in and to the Products caused as a result of transportation, storage, assembly, testing and / or use of the Products in a manner that does not comply with the prevailing industry standards and best practices;
 - 3.7.2. defects and / or damage in and to the Products caused as a result of a failure to install the Products in accordance with the Installation Manual;
 - 3.7.3. defects and / or damage in and to the Products caused as a result of a failure to maintain the Products in accordance with the Maintenance Manual;
 - 3.7.4. defects and / or damage in and to the Products caused as a result of exposure of the Products to harsh environmental conditions;
 - 3.7.5. defects and / or damage in and to the Products caused as a result of prolonged exposure to standing water, corrosive chemicals, heavy metal particles, alkaline substances or other contaminants;
 - 3.7.6. defects and / or damage in and to the Products caused as a result of the direct conduct of the Customer and / or its agents;
 - 3.7.7. defects and / or damage in and to the Products caused as a result of any alterations, modifications, extensions, repairs and / or maintenance works, and the like performed by the Customer or any other person not authorised by Sunfix for this purpose;
 - 3.7.8. defects and / or damage in and to the Products caused as a result of Force Majeure;
 - 3.7.9. defects and / or damage in and to the Products caused as a result of use of the Products for any purpose other than its intended use;
 - 3.7.10. defects and / or damage in and to components supplied by Sunfix, which do not form part of Sunfix's product range;
 - 3.7.11. defects and / or damage in and to the Products discovered by the Customer outside of the Warranty Period, regardless of whether the defect objectively existed within the Warranty Period;
 - 3.7.12. defects and / or damage in and to the Products caused as a result of misuse, abuse, neglect, improper installation or application, physically damaged or altered, either internally or externally, or damaged from improper use;
 - 3.7.13. aesthetic wear and discoloration of both Product cut edges and surfaces are not covered by this Warranty;
 - 3.7.14. the Warranty does not apply if the defects or discrepancies in the condition of the Products are not material and such defects or discrepancies are insignificant with respect to the value of the Products;
 - 3.7.15. the Warranty applies exclusively to the Products in Sunfix's product range and does not extend to any associated roofing materials, wiring, solar panels, structural components, or other ancillary equipment. Any damage to or defects in such materials, equipment, or structures, regardless of whether they are in contact with or used in conjunction with the Products, are expressly excluded from this Warranty.

4. Conditions

- 4.1. The Limited Warranty given in this Warranty Document is subject to the following conditions:

- 4.1.1. the Customer is to ensure that the Products are installed in accordance with the provisions contained in the Engineers Aid and Installation Manual;
- 4.1.2. the Customer is to ensure that once the Products have been installed in accordance with the Engineers Aid and Installation Manual, the Customer shall be required to ensure that it, at its own expense, procures from a duly qualified Structural Engineer, written certification (“Installation Certificate”) that the installation complies with the provisions of the Engineers Aid and Installation Manual.
- 4.1.3. the Customer is to ensure that the Products are inspected and maintained for the duration of their service life in accordance with the provisions contained in the Maintenance Manual;
- 4.1.4. the Customer is to ensure that the load capacity of the roof structure onto which the Products are installed have been assessed, approved and signed off by a professional engineer, in accordance with the relevant SANS codes of practice and other technical norms and regulations;
- 4.1.5. the Customer is to ensure that the load capacity of the roof structure, super structure, and foundations has been assessed, approved, and signed off by a professional engineer, in accordance with the relevant SANS codes of practice and other technical norms and regulations;
- 4.1.6. the Customer is to ensure that it duly registers the Limited Warranty as provided for in this Warranty Document;
- 4.1.7. the Customer is to ensure that it strictly adheres to the claims procedure as provided for in this Warranty Document.

5. Registration

- 5.1. The Customer must ensure that it completes the warranty registration form (“Warranty Registration Form”), which shall be available on Sunfix’s website or made available to a Customer on request, within 30 (thirty) days of the Delivery Date (“Registration Period”). Sunfix may, at its sole discretion, extend the Registration Period upon written request from the Customer prior to the expiry of the 30-day period.
- 5.2. In order to complete the registration process, the Customer must ensure that it provides any further information / documentation required by Sunfix, at its sole discretion.
- 5.3. In the event that the Customer fails to complete the warranty registration process within the Registration Period, the Limited Warranty given in terms of this Warranty Document shall lapse and be of no force and or effect. In essence, the Limited Warranty shall not apply to the Products.

6. Claims Process

- 6.1. In the event of the Customer becoming aware of a defect in the Products, the Customer must notify Sunfix in writing within ten (10) Business Days of becoming aware of the defect, or from the date that the Customer should have reasonably become aware of the defect.
- 6.2. Sunfix will not consider any warranty claims brought by a Customer outside of the notice period provided for in terms of clause 6.1 of this Warranty Document.
- 6.3. Sunfix shall be entitled to inspect the Products, installation and / or related works on or at the site and the surrounding work on site where the allegedly defective products have been installed.
- 6.4. At Sunfix’s request, the Customer shall at its own expense, deliver the allegedly defective Products to an address specified by Sunfix, so that Sunfix may inspect the Products so as to determine whether the defects are covered by the Limited Warranty given in terms of this Warranty Document.

7. Sunfix’s Election

- 7.1. In the event that Sunfix, in its discretion, concludes that a qualifying defect does in fact exist in the Products, Sunfix shall be entitled to elect, but shall be in no way obliged to:
 - 7.1.1. perform whatever work necessary to the Products so as to remedy the defects;
 - 7.1.2. replace the defective Products.
- 7.2. In the event that Sunfix does repair and / or replace the Products:
 - 7.2.1. the repair and / or replacement shall not have the effect of interrupting or renewing the Warranty Period, which shall continue to run from the initial Delivery Date;

- 7.2.2. the repair and / or replacement shall not be deemed to be an admission of liability or wrongdoing on the part of Sunfix in the case where a claim has been brought against Sunfix or its agents for damage and / or loss incurred in respect of defective Products.

8. Governing Law and Jurisdiction

- 8.1. This Warranty Document, and any dispute arising from or in connection with it, shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 8.2. The parties consent to the jurisdiction of the courts of Durban, KwaZulu-Natal, for any legal proceedings arising from or relating to this Warranty Document.