

## **LIVANCE DISTRIBUTORS CONSUMER WARRANTY TERMS AND CONDITIONS**

The Authorised Livance Distributor (the "Distributor") established in the country of first purchase of its products, warrants the products to be free of defects in materials and workmanship, subject to the conditions set forth below.

### **CONDITIONS:**

1. The Livance Consumer Warranty is valid in the following countries for a period of one year from the date of first delivery unless otherwise stipulated in writing.

- a. South Africa
- b. Botswana
- c. Namibia
- d. Lesotho
- e. Swaziland

2. In the event that the product fails to function properly during the warranty period, an Authorised Livance Service Centre ("ASC") will make this Product capable of operating for the purposes for which it was designed, without charging for labour and parts.

3. The warranty will be honoured only if the original invoice or a clear proof of purchase is presented to Livance Distributors or the Authorised Livance Service Center. Livance reserves the right to refuse free of charge warranty service if the information on such documentation is incomplete or illegible.

4. The obligations of the Distributor are limited, at their sole discretion, to either repair whether with new or recycled parts or products, refund or replace the defective product.

5. All warranty repairs must be performed by an Authorised Livance Service Center. Repairs performed by nonauthorized repair shops will not be reimbursed and if such repairs damage this product, such damage will not be covered by this warranty.

6. This warranty does not cover any product which is used in any trade or business or for industrial or commercial purposes.

7. This warranty constitutes the purchaser's sole remedy for a defective product. Livance Distributors shall not be liable for any consequential loss, repair or replacement cost, or any damage or loss directly or indirectly related to the malfunctioning of the product.

8. This warranty is only applicable to products purchased in one of the countries listed in point 1 above in this document. It remains applicable when, following such purchase, the product is brought into any other country listed in point 1 above.

9. This warranty is in addition to any statutory or other rights of the purchaser pursuant to South African applicable law and the Consumer Protection Act.

**This warranty is not applicable in cases other than defects in materials or workmanship and, in particular, does not cover:**

- a.** Problems arising from connections to other non-approved equipment.
- b.** Evidence of tampering or repair by any non-approved Service Agent or non-authorised third party.
- c.** Problems arising from improper installation and/or incorrect ventilation.
- d.** Negligence, misuse, abuse and/or physical damage.
- e.** Any damage caused by lightning and/or a power surge.
- f.** Damage caused by atmospheric conditions including humidity.
- g.** Any “act of God” including but not limited to storm damage, flooding, earthquakes, strong winds, mud slides and fire.
- h.** Damage caused by corrosion and rust.
- i.** Normal wear and tear.
- j.** Any damage caused or defect arising from any animal and/or insect infestation.
- k.** Damage caused by acts of war, public disturbances, or any other cause beyond the control of the Distributor.
- l.** Where the product is used for purposes other than for its intended use.
- m.** Non-compliance with any guideline of the Instruction Manual as well as any warning in the concerned Manual(s) or other relevant documentation.
- n.** Use for commercial and/or industrial applications
- o.** Damage and/or loss caused through loadshedding, blackouts and the use of unregulated power sources.