

FGW Generators (Pty) Ltd: End-User Carry-In Warranty

This is a carry in warranty which applies to all inverter and batteries ("inverter kits") furnished by FGW Generators (Pty) Ltd (hereinafter referred to as "the Company"). All inverter kits are warranted against defects in material and workmanship for a period of six months from the date of purchase. This warranty coverage is only applicable to the first end user of the inverter kit within the Republic of South Africa.

The Company's Responsibilities

If a defect in the inverter kit arises during the warranty period the Company will:

- Replace with new or newly-overhauled replacement or, at the Company's discretion, repair the defective parts;
- Provide for reasonable and customary labour costs incurred while effecting repairs.

The User's Responsibilities

The user is responsible for:

- Operating and maintaining the inverter kit in accordance with the manufacturer's instructions.

Conditions

This warranty is conditional on the User's agreement to accept:

- The Company's sole judgement as to whether the faulty part is defective in material or workmanship;
- Labour costs, except as stated under "The Company's Responsibilities" (though consideration will be given by the Company in certain circumstances);
- The costs and risks for transporting /shipping and other charges associated with the replacement of the repair parts;
- Any costs in excess of the purchase price of the product;
- Obligation to make complete payment for the purchase of equipment, parts or services relating to the equipment under warranty;
- Securing, packing the device in its original packaging and shipping it, at the User's cost, to the Company to have the inverter kit assessed by the Company against the carry in warranty conditions.

Limitations

This warranty does not cover:

- Defects due to the User's improper operation or maintenance;
- Cosmetic damage, such as scratches, nicks and dents;
- Alterations or repairs not authorised by the Company in writing;
- Any operation in excess of the Company's rating or outside the manufacturers recommended site conditions or usage conditions;
- Damage caused by accident, abuse, misuse, water, flood, fire or other acts of natural or external causes;
- Transport or couriers costs;
- Normal wear and tear.

This warranty is expressly in lieu of all other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by the Company and excluded from this warranty. The Company shall, under no circumstances, be held liable for any special direct, indirect, incidental or consequential damages - in particular, when the product is operating in conjunction with a transmission system where there is risk of potentially damaging electrical stresses in the event of transmission failure. All claims made under this warranty should be made by contacting the Company who will outline the administration and scope. The Company does not warrant that the operation of the inverter kit will be uninterrupted or error free.