

## ENERFLOW SWIMMING POOL HEAT PUMP WARRANTY CONDITIONS

- 1.1. M-Tech Industrial (Pty) Ltd ("M-Tech") warrants the heat pump unit to be free from defects in material and workmanship for a period of twelve (12) months. The commencement date of the warranty period will be the date of first installation of the heat pump – with accompanying proof of installation – or three (3) months after the date of initial purchase from M-Tech (OEM), whichever occurs first.
- 1.2. The warranty will be valid if the following conditions are met:
  - 1.2.1. With regards to installation:
    - Installation shall be done according to approved specifications and instructions provided by M-Tech.
    - Electrical connections shall comply with the relevant standards.
    - The Heat Pump Installation Certificate shall be completed correctly, legibly and submitted to M-Tech within one month from the date of original installation.
  - 1.2.2. With regards to service and maintenance:
    - The heat pump unit must be serviced annually, by a certified M-Tech installer/technician in accordance with the approved M-Tech service documentation.
    - All maintenance and repairs, excluding refrigeration components, to be done by a certified M-Tech service centre.
    - All maintenance and repairs of refrigeration components shall be done by a certified M-Tech service centre with a qualified refrigeration technician who is registered in the Safe Handling of Refrigerants according to the Pressure Vessel Regulations (01.10.2009) OHS 85 of 1993.
- 1.3. Any heat pump unit or part thereof proving defective within the warranty period will be repaired or replaced at M-Tech's discretion when returned to M-Tech's domicilium (or written communicated alternative address), with transportation and removal charges pre-paid by the end user. If, during the assessment, it is determined that the unit was not installed and operated according to specifications, the warranty will be void.
- 1.4. Any heat pump unit or part thereof that was repaired under the conditions of clause 1.3 shall be subject to the remainder of the initial warranty period as set out in these warranty conditions. Any component repaired or replaced outside of the warranty period shall carry a 6 months parts-only warranty and be subject to the terms and conditions of the clauses set out in this document.
- 1.5. M-Tech will not be responsible for any installation or removal costs or any damage that may have been caused during transportation.
- 1.6. Corrosion and normal wear and tear will not be covered under these warranty conditions.
- 1.7. If a newly purchased heat pump unit is found to be a failure out of the box (FOTB), i.e. "low/no gas" or "not switching on", the unit will be replaced under the conditions stipulated above if the unit is returned undamaged and in its original packaging to M-Tech's domicilium (or written communicated alternative address) within a grace period of 10 working days from date of purchase.
- 1.8. Non-functioning due to blown fuses, failure to start due to inadequate voltage conditions, electrical or water supply is not covered by these warranty conditions and the heat pump unit will be repaired and not replaced. If the grace period is exceeded, the heat pump will also be repaired and not replaced, subject to these warranty conditions.
- 1.9. The intended use of the heat pump unit is to heat swimming pool water. This warranty does not cover damage or non-functionality because of dirt, debris or scaling due to poor water quality in any of these wetted components.
- 1.10. The warranty will only be valid if the heat pump unit installation is compliant with all statutory and local legislation, laws and bylaws. These include but are not limited to the following national standards/regulations:
  - SANS10142-1: "The wiring of premises – Part 1, low voltage installations".
  - The requirements on SANS 10147: "Code of Practice for Refrigerating Systems".
- 1.11. Under no circumstances shall M-Tech be responsible for the loss of any profit or for any consequential or indirect or any other damages of any nature whatsoever and from whatever cause arising. Nor shall any state of damage or non-functionality be warranted due to Force Majeure - specifically damage due to extreme cold and frost. Electronic parts, electrical componentry and switchgear shall not be warranted against electrical spikes or lightning strikes.
- 1.12. Notwithstanding the provisions where goods are to be manufactured to specific instructions, drawings or specifications, M-Tech shall not be liable in any way for any loss, injury or damage whatsoever sustained by any person.