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## **PSS Distributors Terms & Conditions**

- Goods sold or manufactured by PSS Distributors cc. are warranted to be free from defects in material and workmanship.
  This warranty is extended only to the original purchaser, purchasing our products at the standard dealer price, and is valid
  for a period of one year calculated from date of sale to the original purchaser, unless expressly stated differently on the
  product price list. This includes batteries. Special local purchases may be excluded from this warranty and will carry the
  manufacturer or supplier warranty.
  - Under no circumstances are the units to be opened or tampered with by the client. If the unit has been tampered with, the warranty will be null and void.
- 2. Any UPS or inverter that requires a battery pack to be built or a UPS or inverter above 3.5KVA must be commissioned by a PSS service technician. In the event that the commissioning is waivered, the warranty for the first 6 months will be voided.
- 3. If in our opinion, the goods fail to perform their intended function as a result of a defect in design, parts of workmanship, then such defect will be repaired or replaced by us free of charge. Our obligation under this warranty is limited to replacing defective parts at our factory. The purchaser of the product will be responsible for the cost of transportation of the product to our factory and of the cost of return of the product to the purchaser.
- 4. The purchaser is solely responsible for ensuring that the site installation has been inspected and is safe and complies with local ordinances and that both the product and the site of installation is suited for the intended use. The purchaser alone is responsible for ensuring that the product purchased is suitable for and compatible with any other equipment to be utilised in conjunction with product sold.
- 5. Defects in the product caused by incorrect operation of the product sold, by misuse, neglect, unauthorised alteration, incompatible usage or damage in transit will void this warranty.
- 6. Batteries carry a one-year manufacturer's warranty against any defect of the battery. This warranty excludes the usage of the battery or the performance thereof which may be affected by temperature, high cycling, post connection, charging, plate sulphating or hydration.
  - Battery run times are calculated on the customer's load and should give the specified run time on a new battery or set of batteries, the run time is load-dependent. Cycling the battery will affect the battery run time and high cycling may drastically reduce the battery run time. Battery run times are not covered under warranty.
  - Do not mix batteries. Due to the chemical reaction and voltage across batteries manufactured in different batches, the mixing of cells can result in degraded performance or battery leakage.
- 7. Lithium batteries carry a one-year manufacturer's warranty against any defect of the battery. This warranty excludes the usage of the battery or the performance thereof which may be affected by temperature, high cycling, post connection, charging, shorted connection or under charging.
  - Lithium battery run times are calculated on the customer's load and should give the specified run time on a new battery or set of batteries, the run time is load-dependent. Cycling the battery will affect the battery run time and high cycling may drastically reduce the battery run time. Battery run times are not covered under warranty.
  - Do not mix different brands of batteries, connect old and new batteries or exceed the maximum quantity of batteries in series or parallel.
  - Additional warranty options may be available subject to product specifications. The cost of the additional warranty will be 10% per annum of the unit purchase price. The warranty cannot be purchased after the unit has been invoiced. Proof of purchase will be required to validate the warranty.

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- 8. PSS Distributors will not be liable to anyone for any direct loss, or consequential loss or damage of any nature whatsoever, resulting from malfunction of the product.
- 9. This warranty specifically excludes any implied warranty against latent defect. Any implied warranty as to merchantability or as to fitness for purpose and is given and accepted expressly in lieu of any other expresses or implied guarantees or warranties at common law.
- 10. Time is not of the essence in this contract and dates of delivery and performance are furnished as business estimates only and will not be binding as contractual obligations upon us. The purchaser shall not be entitled to cancel or repudiate the order or to refuse to accept delivery on the grounds of delay on our part.
- 11. We will not be liable for any damages whether direct or consequential as a result of our failure to deliver goods or products ordered, timeously, where inter alia, our failure to deliver arises from any labour dispute, delays in the supply of raw material to ourselves, or any other causes beyond our control.
- 12. All goods sold by PSS Distributors remain our property until fully paid for.
- 13. No variation of our standard conditions of sale will be of any force or effect unless reduced to writing and signed by a director of this company.
- 14. Interest will be charged on all overdue accounts.
- 15. PSS Distributors reserves the right to change this Terms & Conditions without prior notice.
- 16. A two-year warranty may be purchased on any PSS Uninterruptible Power Supply. This warranty excludes batteries. The cost for the warranty will be 10% of the unit purchase price. The warranty cannot be purchased after the unit has been invoiced. Should the UPS be faulty after the first year, proof of purchase will be required to validate the two-year warranty.

## 17. 14-Day Return Policy:

- 17.1 Should you not be entirely satisfied with the product, you may return the product with its original undamaged packaging within 7 working days for an exchange or refund.
- 17.2 Products returned for credit between 8-14 days from invoiced date will be subject to a 10% admin charge.
- 17.3 Refunds will exclude services rendered such as commissioning, labour, transport and/or accommodation.
- 17.4 No goods will be accepted by PSS Distributors for credit after 14 days from invoice date.
- 17.5 A 10% fee will be charged for any damaged or lost packaging.
- 17.6 Batteries are disposable and non-refundable.
- 17.7 No credit will be passed should units be tampered with, scratched, damaged, abused or have missing accessories.

## 18. Disclaimer of Information Accuracy and Liability - www.pss.co.za

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