## PEXMART GROUP QUALITY MANAGEMENT SYSTEM PEXMART - LIMITED WARRANTY & LIABILITY Doc No. Warranty Reviewed: L vd Walt Prepared by: L vd Walt Authorized by: Andre Jv Rensburg Rev: 02 Review date: 03/01/2022 Legal Officer Managing Member Effective:01/02/2020

## LIMITED WARRANTY AND LIABILITY

Pexmart CC, 1 Piet Pretorius Street, Rosslyn, Pretoria, 0020, does hereby warrant, subject to the limitations hereinafter stated that the HDPE & Flexible pipe/hoses/fittings manufactured by Pexmart CC shall be free from defects in material and workmanship under normal and standard use and service for a period of twelve (12) months from the date of invoice.

This limited warranty extends only to the original purchaser for use and will be void if the products - (1) used under conditions other than those for which it was designed for. (2) are removed from its originally installed location. (3) installed by a party other than Pexmart CC. (4) be applied for application other than designed for and/or at temperatures and/or at pressure limits outside the specifications and/or the applicable standards. (5) shows signs of tampering, mishandling, neglect, accidental damage, modification, or repair without the approval of Pexmart CC, or damage done to the product by acts of God or anyone other than Pexmart CC.

The sole obligation of Pexmart CC, under this limited warranty, and the exclusive remedy of the purchaser under this limited warranty is the repair or replacement, without charge, F.O.B. shipping point, of such products or parts of products only, specifically excluding any labour or installation thereof, which Pexmart CC after inspection, determines to be defective. Any repairs or modifications without the express written consent of Pexmart CC shall render this limited warranty void.

Warranty claims must be received by Pexmart CC within the applicable warranty period and within 7 days from the cause for the claim occurred. Pexmart CC shall within appropriate time determine whether it acknowledges responsibility or as our Liability insurer determines it to be addressed.

Pexmart CC shall not be liable for any other loss/damages or any other incidental or consequential loss/damages. Without limitation Pexmart CC will not be liable for any other incidental or consequential loss/damages resulting from breach of warranty, express or implied, or from any defects in its products.

No statement, remark, agreement, representation, promise or understanding, oral or written made by Pexmart CC, or any agent, representative, contractor or employee of Pexmart CC, which is not contained herein will be recognized by, or be enforceable or binding upon Pexmart CC.

There are no understandings or undertakings of any kind with respect to the products or any part thereof which are not expressly set forth and contained herein, and all sales are made without any representation or warranty by Pexmart CC that the goods are suitable for any particular purpose. In the event any provision of this LIMITED WARRANTY AND LIMITED LIABILITY is held to be illegal or unenforceable by any court of competent jurisdiction, only that portion deemed to be illegal or unenforceable will be severed, the remaining provisions shall remain in full force and effect.

There are no warranties extended beyond what is contained in this document.