

HY GREEN ENERGY INVERTER LIMITED WARRANTY TERMS AND CONDITIONS and CLAIMS PROCEDURE

Product Warranty

HY Green Energy only warrants that its HY Green Energy Inverters are free of material and workmanship defects from the date of original purchase for 3 (three) years on general inverters and 5 (five) years on IP65 solar inverters, provided that:

1. The Inverter is correctly installed, operated, maintained and used for standby power or solar application in accordance with the manufacturer's user and installation manual(s), and a copy of the Dept. of Labour OHS Act 1993, Certificate of compliance in accordance with regulation 7(1) of the Electrical Installation Regulations of 2009 of South Africa is available.
2. The warranty on the Inverter is for the original purchaser only and for the following territories: South Africa, Namibia, Botswana, Lesotho, Swaziland, and Zimbabwe.
3. The warranty is for material and workmanship defects on the Inverter only and excludes ancillary items not provided with the Product by HY Green Energy, consequential damage, loss of income, access, labour and transport costs. HY Green Energy liability in terms of the warranty provided by it shall under no circumstances exceed the invoiced selling price of the goods.
4. For South Africa, the warranty undertakings given by HY Green Energy are in addition to the terms of the Consumer Protection Act 68 of 2008 ("CPA"). If the CPA is applicable to the purchase, it will only be to the original Purchaser and only for applicable warranty period or performance warranty after the purchase of the Inverter and prior registration as per clauses 2 to 4 above. Should HY Green Energy repair or replace the Inverter during warranty period under a CPA claim, the warranty on the repaired or replaced Inverter will be the remaining warranty period of the original Inverter. Any remedy provided for the Purchaser under the CPA is still subject to the validity of the Inverter warranty claim under the terms and conditions of this Inverter warranty.
5. The warranties contained in these clauses 1 to 4 are the sole and entire warranties applicable to the Goods and no other warranties, express or implied by conduct or common law, shall apply.

Warranty Claim Terms and Conditions and Procedure

In the event that the Inverter becomes defective, malfunctions or fails during the warranty period, HY Green Energy undertakes at its sole discretion to repair or replace the Inverter subject to the following terms and conditions:

1. The Purchaser must lodge a potential warranty claim within 2 days of the Purchaser becoming aware of the suspected defect in the Inverter. The Purchaser must take the Inverter in its original packaging with a copy of the original invoice together with a completed copy of the HY Green Energy form to the dealer for inspection and return of the suspected defective Inverter together with the claim documentation to HY Green Energy.

2. Once the Inverter has been returned to HY Green Energy, HY Green Energy will inspect the product, claim documentation and dealer inspection results and collect the product in order to determine whether the product is in fact defective and has in fact malfunctioned or failed and/or send it for laboratory inspection and testing.
3. Based on the Inverter inspection results, HY Green Energy in its sole discretion will determine the validity of the warranty claim and inform the Purchaser if it is a valid claim or not.
 - a. If HY Green Energy considers it a valid claim, HY Green Energy may repair or replace it with a repaired or new Inverter and the remainder of the original warranty period will be applicable to the repaired/replaced Inverter.
 - b. If HY Green Energy considers it an invalid claim, HY Green Energy will advise the Customer if the Inverter is repairable or not and if repairable what the estimated repair cost will be. If the Customer does not accept the repair cost, HY Green Energy basic test fee will apply if the Customer wants to collect the faulty Inverter, else the Inverter will be disposed of by HY Green Energy at its sole discretion.
 - c. If the Inverter was tested and no fault found, HY Green Energy basic test fee will. If the Customer was issued with a temporary swop-out unit, HY Green Energy will liaise with the Customer to determine if the Customer wishes to keep
4. Any warranty claim will be null and void if any one of the following conditions were/are applicable:
 - a. Proof of purchase cannot be provided, and/or the Inverter was not registered with HY Green Energy for warranty purposes and/or false information was provided.
 - b. The Inverter serial number is incorrect and does not match manufacturing records and/or the serial number was tampered with and/or HY Green Energy original markings and labels are not on the Inverter and/or the Inverter is not an authentic HY Green Energy manufactured and supplied Inverter.
 - c. The date of claim is out of the warranty period.
 - d. Damage due to misuse or neglect, improper handling, vandalization, tampering or unauthorized modification, accidental or wilful damage, loss or damage occurring whilst in transit.
 - e. The Inverter was not used for its intended purpose and/or the batteries and/or solar panels were not of correct capacity or type for the Inverter, incorrect installation, and/or the electrical installation not done or maintained in accordance with regulation 7(1) of the Electrical Installation Regulations of 2009.
 - f. The Inverter failure or non-conformance was due to electric power surge and/or lightning surge, improper and/or incorrect settings and/or maintenance and/or overheating, freezing, damage due to the Inverter not being properly secured or incorrectly mounted, and/or damage resulting from external factors and events such as dust, water, fire and Acts of God.