

# Colcab (Pty) Ltd

## Conditions of Warranty

### WARRANTY

Colcab cabinets and products (including Colcoil) are warranted to be free from defect in material and workmanship, under normal use, for a period of twelve months. Unless otherwise indicated, this warranty is valid for the twelve month period starting from the original shipping date.

The warranty shall not apply to any loss of food, contents, loss of refrigerant or fluid, damage to system components, sales or profits derived from any Colcab product due to failure for any reason whatsoever.

The warranty is of no force and effect unless the purchaser:

- (i) uses the equipment in accordance with the Company's instructions and under normal use and service conditions.
- (ii) advises the Company within 48 hours of any defect or malfunction.
- (iii) the purchaser provides documentary evidence of the equipment being serviced and cleaned on a regular basis.

The Company's liability is limited:

- (i) to equipment supplied within the Republic and adjoining territories.
- (ii) to the replacement of defective parts only.

The Company's liability in respect of any damages, whether direct, consequential or indirect is specifically excluded. The purchaser will be liable for:

- (i) the cost of labour and transport.
- (ii) any removal and installation charges.

The Company's warranty does not extend to:

- (i) damage from ordinary wear and tear, faulty or careless handling, improper building, unsuitable operating materials, chemical or electrical defects, or is put to use for anything other than that normally recommended by the Company.
- (ii) equipment which is altered or assembled in any other way which, in the opinion of the Company, affects the performance, stability or purpose for which it is manufactured.
- (iii) any equipment or part thereof which is damaged by fire, flood, act of God, or any original model or serial number plate which has been altered, defaced or removed.
- (iv) thermometers, glass, mirrors, painting, globes, tubes, expansion valves and probes.
- (v) the insertion or leakage of gas and / or refrigerant shall be the responsibility of the installation contractor and the Company will not be liable for any damages whatsoever resulting from, or in any way related to, any leakage of gas and / or refrigerant, from the time that pressure in the coil or refrigeration system is released prior to installation.
- (vi) transport, offloading and line up of cabinets, coils and refrigeration equipment.
- (vii) any repairs or replacements made without the written consent of the Company.
- (viii) any product or part thereof made to the purchaser's design.

This warranty vests solely in the original purchaser and is not transferable, unless disclosed to the Company at the time of purchase, and is in substitution for any other Guarantee or Warranty express or implied.

### **CLAIM SUBMISSION**

- Warranty claims must be submitted to Colcab no more than seven (7) days after the warranty repair was completed or the defective part was replaced.
- Claims must be submitted in writing.
- The correct model and serial number of the equipment must be provided.
- The store opening date must be provided as well as the commissioning date of the equipment.
- The date the repair was performed and completed must be provided.
- All cabinets, evaporator and condenser coils and simplex and multiplex units are shipped with a nitrogen charge. The pressure needs to be checked upon receipt, and Colcab needs to be notified immediately if the equipment is not pressurised. No claims will be honored without such notification.
- Any repairs conducted by personnel other than Colcab will not be honored unless pre-approved by Colcab. Colcab reserves the right to use its own contractors to effect repairs.
- The faulty part must be returned to the factory before payment will be made, unless otherwise agreed to in writing.
- Any claim made by a party other than the purchaser must be authorised in writing by the purchaser.
- When submitting a warranty claim for replacement parts, the following additional information must be supplied:
  - Full name and address of company ordering the parts.
  - Name of the person ordering the parts.
  - Description of items needed (where possible, please supply the part number[s]). Please also specify the colour where applicable.
  - Complete shipping address.
  - Requested mode of transport and transporter.

Note: Please consult the Operating and Maintenance Requirements and Colcoil Installation Guidelines documents.

### **CONSEQUENTIAL LOSS**

Under no circumstances shall the Company be liable for any consequential loss of whatsoever nature, howsoever arising.

### **PERFORMANCE AND LIABILITY**

The Company does not warrant or represent that any goods supplied by it are fit for any particular purpose and the purchaser must use and rely on his own judgement as to their fitness for the purpose intended.

### **SHIPMENT SHORTAGES**

If equipment is shipped from the factory with components missing, the Colcab Dispatch Department must be contacted immediately to rectify the shortage. Shortages must be reported upon receipt of equipment. Shipments must be inspected upon receipt to ensure that the correct number of items have been received. Once the delivery note is signed, the customer

acknowledges that all items were received correctly. Any claim for shipment shortages more than seven (7) days after receipt of such shipment, will be subject to charge.