

Introduction

These Product Warranty Terms & Conditions ("Terms") apply to the commercial and industrial LED lighting products ("Products") sold by eSolar Manufacturers ("Seller"). By purchasing the Products, the buyer ("Buyer") agrees to these Terms. These Terms are governed by the Consumer Protection Act (CPA) regulations in South Africa.

1. Warranty Period

The Seller warrants that the Products will be free from defects in materials and workmanship for a period of up to 5 years from the date of purchase ("Warranty Period"). The exact duration of the Warranty Period will be specified in writing for each purchase.

2. Warranty Coverage

2.1 The warranty covers:

- Defects in materials and workmanship.
- Performance of the LED lighting Products as per the specified standards.

2.2 The warranty does not cover:

- Normal wear and tear.
- Damage due to misuse, negligence, accidents, or unauthorised modifications.
- Damage caused by improper installation, maintenance, or operation contrary to the product instructions.

3. Rights and Obligations of the Buyer

3.1 The Buyer has the right to:

- Receive a repair, replacement, or refund of defective Products within the Warranty Period.
- A refund if the defect cannot be repaired or the product cannot be replaced within a reasonable time.

3.2 The Buyer must:

- Report any defects to the Seller within a reasonable time of noticing the defect.
- Provide proof of purchase when making a warranty claim.
- Follow the Seller's instructions for returning defective Products.

4. Rights and Obligations of the Seller

4.1 The Seller has the right to:

- Inspect the defective Products to determine the validity of the warranty claim.
- Repair or replace the defective Products at their discretion.

4.2 The Seller must:

- Repair or replace defective Products within a reasonable time.
- Bear the costs associated with the repair or replacement of the defective Products, excluding installation, removal, and transportation costs.

5. Limitation of Liability

5.1 The Seller is not liable for:

- Indirect, incidental, or consequential damages arising from the use or inability to use the Products.
- Any costs associated with the removal, reinstallation, or transportation of the Products.
- Any costs associated with the inspection and shipment of the defective Products to the factory ("Carry-In Warranty").

6. Warranty Claim Procedure

6.1 To make a warranty claim, the Buyer must:

- Contact the Seller's customer service department with details of the defect.
- Provide proof of purchase and any relevant documentation.
- Follow the Seller's instructions for returning the defective Product.

6.2 Upon receipt of the defective Product, the Seller will:

- Inspect the Product to verify the defect.
- Repair the Product if the warranty claim is valid.
- Replace the Product if it cannot be repaired.
- Refund the Buyer if the Product cannot be repaired or replaced.

6.3 The Buyer is responsible for:

- The costs associated with the removal and shipment of the defective Product to the Seller's factory for inspection.
- Any costs related to reinstallation of the repaired or replaced Product.

7. CPA Compliance

These Terms are in compliance with the Consumer Protection Act (CPA) regulations in South Africa. The Seller and Buyer agree to adhere to the CPA requirements for fair business practices and consumer rights.

8. Governing Law

These Terms are governed by the laws of South Africa. Any disputes arising from these Terms will be subject to the jurisdiction of the South African courts.

9. Contact Information

For warranty claims or any inquiries, please contact:

eSolar Manufacturers

51 Brunton Street
Founders View
Edenvale
1610

info@elighting.co.za
+2711 452 3964

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