



## EQUIPMENT WARRANTY FORM COMPLETE IN FULL

### **Protector Warranty**

**Africa Surge Protector Name:** \_\_\_\_\_ **Serial Number:** \_\_\_\_\_

### **Purchasers Equipment Warranty**

The Protector will be utilised on the following equipment belonging to the Purchaser  
(refer to clause 3.2.2 of the Warranty Agreement):

**(NB. The number of items listed below *directly equates to the number of electrical outlets available on the Protector*)**

1. \_\_\_\_\_ S/N: \_\_\_\_\_
2. \_\_\_\_\_ S/N: \_\_\_\_\_
3. \_\_\_\_\_ S/N: \_\_\_\_\_
4. \_\_\_\_\_ S/N: \_\_\_\_\_
5. \_\_\_\_\_ S/N: \_\_\_\_\_

Total estimated Rand Value of Purchaser's Equipment above: \_\_\_\_\_

### **Purchaser Details**

Title: \_\_\_\_\_ First/Company Name/s: \_\_\_\_\_

Surname: \_\_\_\_\_ Identity/Registration Number: \_\_\_\_\_

Physical address where the Africa Surge Protector will be utilised: \_\_\_\_\_

Purchaser's Postal Address: \_\_\_\_\_

Purchaser's contact numbers: (W): \_\_\_\_\_ (H/Fax): \_\_\_\_\_

Purchaser's email address: \_\_\_\_\_ (Cell): \_\_\_\_\_

### **Feedback:**

Any comments regarding the Africa Surge Protector or any service related issues: \_\_\_\_\_

**KINDLY ATTACH A COPY OF YOUR PURCHASE RECEIPT/INVOICE FOR THE AFRICA SURGE PROTECTOR HERETO**

**I, the undersigned Purchaser, have read and understood the contents of this Agreement in particular Clause 6.1  
I have also completed the Agreement Form in full.**

**My signature below declares that I agree to be bound by, and abide by, and accept in its entirety, the contents  
of this Agreement.**

**Signed at:** \_\_\_\_\_ **PLACE** \_\_\_\_\_ **this** \_\_\_\_\_ **DAY** \_\_\_\_\_ **day of** \_\_\_\_\_ **MONTH** \_\_\_\_\_ **20** \_\_\_\_\_

required

(Purchaser's Signature)

required

(Name in Full)

required

(Witness's Signature)

required

(Name in Full)



**Make sure to watch our Youtube video at [https://www.youtube.com/watch?v=6FixbUNbG\\_s](https://www.youtube.com/watch?v=6FixbUNbG_s)  
and remember to complete your form in full and REGISTER your product ONLINE**

# WARRANTY AGREEMENT

Surge Protector Serial Number: S/N

1. **Parties**

This Warranty Agreement ("Agreement") is between YOU, the exclusive end user ("Purchaser") and Africa Surge Protection (Pty) Limited ("Africa Surge") and applies to the Africa Surge Product ("Protector") for home and/or business use in the Republic of South Africa, Zimbabwe, Mozambique, Namibia, Botswana, Lesotho and Swaziland.
2. **Surges**

2.1 The Protector is designed to withstand surges as a result of indirect lightning strikes or line spikes and surges.  
2.2 Africa Surge defines a surge ("Surge") to be a short-term (microsecond) voltage/current increase that exceeds established upper limits as defined by the IEC61643-11 Specification. Normal electrical system power fluctuations, phase drops, power loss, under voltage, direct lightning strikes and electrical system problems are not surges and are not covered by this Agreement. Please enquire directly with Africa Surge about products that protect against these electrical phenomenon.
3. **Warranty Terms & Conditions**
  - 3.1 **Protector Warranty**

3.1.1 Africa Surge warrants to the Purchaser, that an Africa Surge Protector purchased from an authorised retailer will be free from defects in materials and workmanship when installed in accordance with Africa Surge's installation instructions (found on our website - [www.africasurge.co.za](http://www.africasurge.co.za)) for a period of **two (2)** years from the date of purchase ("**Warranty Period**"). Africa Surge shall, in complete fulfillment of its liabilities under this Agreement and if given prompt notice by Purchaser, correct by repair or replacement, at Africa Surge's option, any Protector found to be defective under proper and normal use.  
3.1.2 The repair or replacement of a defective Protector does not extend the original Warranty Period.
  - 3.2 **Purchaser's R20 000.00 Equipment Warranty**

3.2.1 Africa Surge warrants to the Purchaser, that should any of the Purchaser's equipment ("Equipment") which is properly attached (refer to installation instruction) to a Protector become damaged as a direct result of a Surge that passes through the Protector, Africa Surge will at its sole discretion repair, replace or pay fair market value for the Purchaser's owned equipment up to a maximum amount not exceeding R20 000 (Twenty Thousand Rand), provided that the Purchaser follows the Africa Surge Claim Procedure and an independent agent makes a written determination that the damage to the Purchaser's equipment is a direct result of a Surge.  
3.2.2 This Agreement is only applicable to the Equipment specified in this Agreement (on the reverse side). If the Purchaser is in doubt whether this Agreement covers the Equipment, please do not hesitate to contact Africa Surge, at the contact number provided at clause 5.7 below or on the website [www.africasurge.co.za](http://www.africasurge.co.za)  
3.2.3 The Africa Surge Protector is designed in such a way that it must be plugged directly into a properly earthed South African 3-wire AC socket outlet not exceeding 250-Volt supply. In light of this the Purchaser must provide Africa Surge, when requested, with a valid Certificate of Compliance for the Purchaser's premises within which the Protector is installed, as an incorrectly earthed AC socket outlet will negatively affect the operational capability of the Protector.  
3.2.4 This Agreement will only apply if the Protector shows signs of damage brought about due to the Protector performing within its design capabilities from the effects of Surges.  
3.2.5 Africa Surge will, if so desired, following a full investigation of the damaged Equipment, Protector and submitted damage report from at least 2 independent appropriately qualified inspection/repair agents.  
3.2.6 The Warranty Period of this Agreement in so far as it relates to the Equipment is defined in clause 3.1.1 above.  
3.2.7 Extension cords longer than 9.5 metres and/or multi-plugs may not be used in conjunction with a Protector, as this can negatively affect the function of the Protector.
4. **Items not covered by this Warranty Agreement**
  - 4.1 This Agreement only covers loss and damage occurring as a direct result of a Surge and not a spontaneous component failure or any other failures whatsoever, not related to the effects of a Surge.
  - 4.2 This Agreement does not cover damage or defect caused by inter alia misuse, improper application, incorrect or inadequate electrical connections, negligence, inappropriate on-site operating conditions and electrical over voltages and/or under voltage, damage from power problems other than Surges, corrosive atmospheres, tampering, alterations, exposure to elements, normal electric system power fluctuations, power loss, normal wear and tear, cosmetic damage that does not affect functionality, direct lightning strikes and electrical system problems, Acts of God, installation contrary to Africa Surge's recommendations, or in any event, if the Africa Surge serial number has been altered, defaced or removed.
  - 4.3 Africa Surge shall not be liable for costs of the Equipment removal, costs of transporting the Equipment to be repaired or replaced, installation or reinstallation costs, set up costs, service calls, diagnostics charges, routine maintenance, any loss and damage by fire, theft, flood, abuse, misuse or accident, loss of use of the Purchaser's equipment (consequential) or any other cost incidental to any of the foregoing.
  - 4.4 For the sake of clarity, only Surge damage, as defined in this Agreement is covered and under no circumstances will Africa Surge be liable for any indirect or consequential damages or for any personal injury sustained. The Purchaser hereby waives all right of subrogation against Africa Surge and shall procure such waiver by his/her/its insurance company when called upon to do so by Africa Surge.
  - 4.5 The Purchaser will not be reimbursed when a Surge has bypassed the Protector and entered the Equipment through **another unprotected pathway**.
  - 4.6 This Warranty is **secondary** to any existing manufacturer's warranty, implied or expressed, insurance policy or any service contract at the time when the loss occurred.
  - 4.7 This Agreement is only valid for a Protector used in the Republic of South Africa, Zimbabwe, Mozambique, Namibia, Botswana, Lesotho and Swaziland.
  - 4.8 This Agreement does not cover any repairs made to the Protector by any unauthorised party.
5. **Miscellaneous**
  - 5.1 No distributor, representative, salesperson, employee or agent of Africa Surge is authorised to add to or vary the terms of this Agreement.
  - 5.2 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
  - 5.3 If an invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
  - 5.4 The laws of the Republic of South Africa govern this Agreement
  - 5.5 In the event of a dispute arising out of the interpretation of this Agreement, the Parties consent to the Johannesburg Magistrates Court sole jurisdiction over any claim.
  - 5.6 Africa Surge is neither liable nor responsible for any claims, warranties or anything else expressed by the retailers or distributors of the Protector.
  - 5.7 Should the Purchaser have **any doubt** or require any **further clarity** on the terms and conditions of this Agreement, Africa Surge may be contacted at 011 504 2845
  - 5.8 This Agreement is not transferable or assignable without the prior written permission of Africa Surge.
  - 5.9 This Agreement represents the full, final and entire Agreement between Africa Surge and Purchaser with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations and understandings relating to this subject.
5. **NB! Warranty Procedure & Claims**
  - 6.1 **This original Warranty Agreement is supplied with each Protector and must be completed in full and sent via our online portal found at [www.africasurge.co.za/warranty](http://www.africasurge.co.za/warranty) or email the document to [warranty@africasurge.com](mailto:warranty@africasurge.com) within 30 (thirty) days of the purchase date.**
  - 6.2 This Agreement only covers the Protector itself and the Equipment as specified on this Agreement and it is therefore imperative that the identification details such as serial numbers of the Equipment are specified correctly on this Agreement.
  - 6.3 Claims made prior to receipt and registration of the warranty form will be considered null and void.
  - 6.4 In the event of a claim, the proof of purchase for the Protector will be required. **NB! Keep a copy of both this fully completed agreement & a receipt of the Protector.**
  - 6.5 The damaged Protector must be returned with a duly completed Claim Form available from [warranty@africasurge.com](mailto:warranty@africasurge.com). Both items are to be sent to the Warranty Claims Department at Africa Surge - PO Box 752159 Gardenvue, 2047, South Africa
  - 6.6 Warranty coverage will be validated only after Africa Surge's inspection reveals a defect covered by this Agreement and declare the claim to be valid.
  - 6.7 The Purchaser's reimbursement for either the repair or replacement of the Equipment, up to a total amount not exceeding R20 000 (Twenty Thousand Rand), provided warranty coverage applies, shall be paid to the repair or replacement agent directly by Africa Surge or Africa Surge's insurance company.
  - 6.8 The Purchaser's damaged Equipment must remain available for inspection until the claim is finalised and the Purchaser hereby grants Africa Surge access to the premises where the Protector was installed to enable Africa Surge to conduct a proper investigation.
  - 6.9 Failure to comply with the Claim Procedure as specifically outlined in this Agreement will negate any responsibility or obligation on the part of Africa Surge to pay any amount or affect any repair as contemplated in this Agreement.

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