



## **WARRANTY, RETURN AND REFUND POLICY**

### **NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, NO 68 OF 2008 (as amended) (the "CPA")**

**The following provisions are drawn to the attention of the Customer (as defined below) if the CPA applies to this Warranty, Return and Refund Policy ("Policy"):**

- **Clauses 1.1.2 and 1.4 (including the fact, nature and effect of the acknowledgements contemplated therein);**
- **Clause 2 (including the fact, nature and effect of the limitation of liability.**

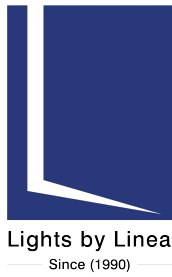
## **1. Warranty on Products**

### **1.1 Introduction:**

1.1.1 Lights By Linea (Pty) Ltd ("the Company") is steadfast in its commitment to delivering products devoid of material and craftsmanship defects to you ("the Customer").

1.1.2 The Company's warranty obligations for any product purchased by a Customer (the "Product") are limited to the terms set forth in this Policy.

1.1.3 To the extent required, this Policy shall comply with, and will be subject to, any peremptory provisions of the CPA and the regulations promulgated thereunder ("Regulations"), which are deemed to be



incorporated hereunder (collectively "Peremptory Provisions"). In the event of any conflict between this Policy and the Peremptory Provisions, the latter shall prevail.

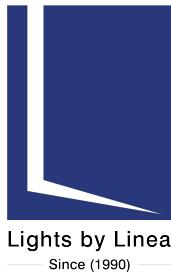
- 1.1.4 Each paragraph, clause, term and provision of this Policy shall be considered severable and if, for any reason, any part of this Policy is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation (including, without limitation, the CPA or the Regulations) or in terms of a final, binding judgment issued by any court, it shall not impair the operation of, or have any effect upon such other portions of this Policy as may otherwise remain valid, which shall continue to be given full force and effect.

## 1.2 **Warranty Duration:**

- 1.2.1 Products furnished by the Company are subject to varying warranty durations, ranging from twelve (12) to sixty (60) months. The precise warranty term shall be corroborated via reference to the pertinent Product data sheet.
- 1.2.2 In addition to its standard Product warranties, the Company specifically extends a one (1) year warranty covering the workmanship of LED strip installations, commencing from the date of commissioning.

## 1.3 **Repair & Warranty Period:**

Please note that, unless applicable law provides otherwise, irrespective of the number of reparative interventions executed by the Company on a specific Product, the warranty period remains tied to the original invoice date.



## **1.4 Third party products distributed by the Company:**

- 1.4.1 The Company shall ensure that the Customer is made aware of any Products purchased by him/her/it which are supplied by third parties and distributed on their behalf by the Company to the Customer ("Third Party Products").
- 1.4.2 By purchasing any Third Party Products, the Customer acknowledges and agrees that, in the event that the Customer has a claim against the Company in respect of any Third Party Products purchased by him/her/it, including a warranty claim, the Company shall be entitled, in its sole discretion, to cede its claim against the third party to the Customer arising in the circumstances, such that the Customer's claim shall lie against such third party supplier.
- 1.4.3 The Customer shall accept such cession and confirms that the Company will, in such event, be released from any warranty obligations it may have to the Customer.

## **2. Warranty Limitations & Exclusions**

- 2.1 In the event that any transaction between the Customer and the Company is subject to the provisions of the CPA, then the provisions of the CPA shall govern any warranty limitations and exclusions and the provisions of this clause 2 shall apply to the maximum extent permitted by law.
- 2.2 The Company is not responsible for any direct, indirect, incidental or consequential damages for any reason including damage resulting from a breach of a warranty.
- 2.3 Any claim against the Company shall be limited by the amount paid for the Product(s) in question by the Customer.



- 2.4 The Company shall have no liability under a warranty claim if the damage and/or deterioration occurs to the Product as a result of:
- 2.4.1 Acts of God (including lightning and natural disasters);
  - 2.4.2 Abuse, misuse, or improper/unauthorised modification or adjustment of the Product;
  - 2.4.3 Unusual or extreme operating conditions;
  - 2.4.4 Voltage surges;
  - 2.4.5 Overload of electrical systems;
  - 2.4.6 Faulty wiring;
  - 2.4.7 Power failures;
  - 2.4.8 Switching off of the power grid, or initiation of backup power sources;
  - 2.4.9 Normal wear and tear;
  - 2.4.10 Transportation arranged by the Customer;
  - 2.4.11 Accidents;
  - 2.4.12 Use of Product beyond intended application;
  - 2.4.13 Improper maintenance;
  - 2.4.14 Exposure to water, lubricants, or chemicals that can affect the electronics or components; and



2.4.15 Negligence, including improper installation and/or installation executed by unqualified electricians.

### 3. Return Policy for Non-Defective Products

3.1 In the event that any transaction between the Customer and the Company is subject to the provisions of the CPA, then the provisions of the CPA (including specifically section 20) shall govern the return of non - defective Products and the provisions of this clause 3 shall apply to the maximum extent permitted by law.

3.2 For the return of non-defective Products, the following prerequisites apply:

3.2.1 **Return Window:** Returns are admissible within a sixty (60)-day window following the Product purchase.

3.2.2 **Condition:** Products must be in an unused, undamaged state, and preserved within their original packaging.

3.2.3 **Handling Fees:** Save as specifically provided for herein, no handling fee is applicable to the return of Products if a Customer elects to replace the Product(s). Notwithstanding the foregoing, all buy-out Products originating from local suppliers shall incur a 20% (twenty percent) handling fee.

3.2.4 **Exemptions:** Products procured during sale or discount periods are exempted from the standard non-defective warranty returns policy.



## 4. Return Policy for Defective Products

- 4.1 In the event that any transaction between the Customer and the Company is subject to the provisions of the CPA, then the provisions of the CPA (including specifically sections 55 and 56) shall govern the return of defective Products and the provisions of this clause 4 shall apply to the maximum extent permitted by law.
- 4.2 The ensuing procedural guidelines pertain to the return of defective Products:
- 4.2.1 **Contacting the Company:** Initiate the return process by contacting the relevant Lighting Consultant via phone at (021) 511 6116 or through email. Furnish a comprehensive fault description and substantiate the claim with the requisite receipt or invoice as evidence of purchase.
- 4.2.2 **Shipping Defective Items:** For Cash on Delivery (COD) acquisitions, the Customer bears the responsibility of arranging shipment for the faulty item(s) to the Company's head office for technical assessment.
- 4.2.3 **Onsite Assessment:** Pertaining to project-related Products, a technical team shall perform an onsite assessment within a 50 (fifty) kilometer radius of the head office, contingent upon receipt of all essential information from the Customer.
- 4.2.4 **Remedial Actions:** In the event of defects confirmed by the Company, the Company reserves the exclusive right, at its sole election and in its sole discretion, to effectuate repairs, replacements, or refunds for the Product or the defective component thereof.
- 4.2.5 **Product Retrieval:** Customers may reclaim the Product if it is deemed by the Company to be in good working order.



- 4.2.6 **Accessory Compliance:** The Company reserves the right to decline the return or replacement of Products, should a Customer omit the inclusion of the Product's accessories in the return.
- 4.2.7 **Freight Costs:** Freight costs associated with valid warranty claims shall be borne exclusively by the Company.
- 4.2.8 **Charges for Non-Defective Returns:** Expenses related to returned goods found non-defective or in contravention of stipulated requirements, encompassing freight, testing, and handling, shall be the responsibility of the Customer.

## 5. Additional Costs

- 5.1 Any additional costs associated with the return of the Products, including (but not limited to) uninstallation, re-installation, transportation, labour and/or site penalties ("Additional Costs") shall be borne by the Customer.
- 5.2 If the CPA applies to the transaction:
- 5.2.1 the Additional Costs shall be borne by the Customer if the return occurs after 6 (six) months of purchase;
- 5.2.2 the Company shall be responsible for certain Additional Costs if the return occurs within 6 (six) months of purchase, but:
- 5.2.2.1 only to the extent contemplated in sections 55 and 56 of the CPA; and
- 5.2.2.2 only in respect of costs directly associated with the return of the Product(s).



Lights by Linea  
— Since (1990) —

## **Disclaimer for Modifications Made on a Standard Product**

By modifying the standard product, the user acknowledges that these changes may alter the product's performance, functionality, and warranty. The manufacturer or original seller is not responsible for any damage, malfunction, or safety concerns resulting from the modifications. Any modifications made to the product are done at the user's own risk. Additionally, these modifications may void the warranty and can affect the product's eligibility for repairs or replacements. The manufacturer or seller is not liable for any claims, losses, or damages arising from the use of modified products.

Lights by Linea will, at its sole discretion, entertain any reasonable claims resulting from failure not related to the modifications.