

Product Warranty

AutoX (PTY) Ltd (“**AutoX**”) warrants that its automotive and leisure batteries are free of material and workmanship defects for the respective warranty period, as noted below, from date of purchase by the end user, provided the correct battery in terms of type, capacity and normal use and service conditions in accordance with **AutoX**’s application guide and original vehicle manufacturer’s specification is selected and properly installed and maintained and as per the conditions stipulated in the Term and Conditions below.

The following product warranties are provided by AutoX:

- Automotive and leisure Willard Batteries – 25 month warranty period
- Automotive SABAT Batteries – 25 month warranty period
- Automotive Grand Prix Batteries – 12 month warranty period

For those products not manufactured by AutoX i.e. VARTA® batteries, motorcycle batteries and Out-of-Vehicle batteries, warranties are specified as per the manufacturer’s warranty guidelines.

- Motorcycle SABAT Batteries – 6 month warranty period
- Automotive VARTA Batteries – 24 month warranty period
- Out-of-vehicle Batteries – please contact 0860 12 00 12 for further information

Definitions

- I. “**AutoX (Pty) Ltd**” shall mean a Company duly registered and incorporated in terms of the laws of the Republic of South Africa with Registration Number 2016/475012/07 and having its place of business at 140 North Reef Road, Elandsfontein, 1429 and postal address PO Box 8794, Edenglen, 1613 South Africa, a manufacturer and supplier of automotive batteries, related products and services.
- II. “**Authorised Dealer**” shall mean an Approved dealer authorized to sell battery brand/s and other product offerings under the **AutoX** terms and conditions as per this agreement and the **AutoX** General Conditions of Sales.
- III. “**Manufacturer**” shall mean an entity that makes a good through a process involving raw materials, components, or assemblies, usually on a large scale with

different operations divided among different workers. Commonly used interchangeably with producer.

- IV. “**Distributor**” shall mean an entity that buys noncompeting products or product lines, warehouses them, and resells them to retailers or direct to the end users or customers. They usually also provide a range of services (such as product information, estimates, technical support, after-sales services, credit) to their customers.

Warranty Claim Terms and Conditions

For automotive, leisure and motorcycle batteries:

In the event that the Battery becomes defective, malfunctions or fails during the warranty period, **AutoX** undertakes at its sole discretion to repair, recharge or replace the Battery subject to the following terms and conditions:

1. The end user or retailer must register the Battery with **AutoX** online via the respective website, namely www.willard.co.za or www.sabat.co.za or via the **AutoX** call centre on 0860 12 00 12. The following information must be supplied with registration of the Battery:
 - a) End user name and surname;
 - b) End user cell phone number;
 - c) Invoice number
 - d) Battery Type (e.g Willard 610);
 - e) Date of purchase of the Battery;
 - f) Dealer/store name;
 - g) Dealer/store location and province;
 - h) Vehicle make;
 - i) Vehicle model;
 - j) Vehicle year;
2. The proof of purchase is required if the battery is not registered.
3. The warranty on the Battery is for the original end user only and for the territories listed below. This warranty is only applicable for South Africa, Namibia, Lesotho,

Botswana and Swaziland. The warranty for territories not listed is included in the price to the authorised dealer and the authorised dealer is responsible for all warranty claims.

4. The warranty is for material and workmanship defects on the Battery only and any consequential or transport costs are excluded, unless otherwise agreed between the parties.
5. For South Africa, the warranty undertakings given by **AutoX** 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 end user and only for the duration of the warranty and subject to proof of purchase of the battery subject to the prior registration and proof of purchase as per clause 1 and 2 above. Any remedy provided for the end user under the CPA is still subject to the validity of the Battery warranty claim under the terms and conditions of this Battery warranty.
6. Should a warranty claim be accepted and the battery is replaced, the new battery will only carry a warranty for the remaining period of the original proof of purchase as per the claims procedure
7. A potential warranty claim must be lodged by the end user as soon as the end user becomes aware of the alleged defect in the Battery. The end user must follow the **brand claims procedure**, available at retailer or at www.willard.co.za or www.sabat.co.za, and must take the vehicle to an authorised dealer for inspection and return of the alleged defect Battery together with the original claim documentation.
8. Once the Battery has been returned to any of the **respective** dealers, a representative of **AutoX** 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.
9. Based on the Battery inspection results, **AutoX** in its sole discretion will determine the validity of the warranty claim and inform the end user if it is a valid claim or not. If **AutoX** considers it a valid claim, **AutoX** may repair or recharge the battery or

replace it with a new battery. Should the Battery be replaced, the remainder of the original warranty period will be applicable to the new replaced Battery.

10. Any warranty claim will be null and void if any one of the following conditions were/are applicable:

- a) The Battery was not used for its intended purpose and/or not of correct capacity or type for the vehicle in which it was installed, incorrect installation, and/or the electrical and charging system of the vehicle are not to the original vehicle manufacturer's specification and/or modifications and/or non-standard electrical extras fitted that were not approved by the **AutoX** branch or authorised dealer upon installation of the Battery. These may include but is not limited to additional radio and audio equipment as well as additional lights including flashing and emergency lights and usage of the battery in a cycle application will void the warranty.
- b) The Battery failure or non-conformance was due to abuse or neglect, improper and/or incorrect charging and/or maintenance and/or failure to keep the Battery properly charged, charging system failure, sulphation due to over discharging, overheating, freezing, overfilling and/or under filling, tipping over, use of incorrect battery acid/water and/or additives, missing or loose vent caps, excessive use and/or abnormal wear and tear, tampering, damaged terminals, cracked or damaged Battery casing, damage due to the Battery not being properly secured or incorrectly mounted, and/or damage resulting from external events such as collisions, fire and Acts of God.
- c) The Battery was used for non-automotive starting applications such as cycling duty, solar and/or renewable energy power systems, or any other industrial or commercial machines or vehicles or applications for which it was not intended for.
- d) The Battery can be recharged, tested and returned to service.
- e) Proof of purchase cannot be provided, and/or the Battery was not registered with **AutoX** for warranty purposes and/or false information was provided.
- f) The Battery information is incorrect and does not match **AutoX**'s manufacturing records and/or the Battery information was tampered with and/or **AutoX**'s original

markings and labels are not on the Battery and/or the Battery is not an authentic **AutoX** manufactured battery.

g) The battery is out of the warranty period and is thus not a valid claim.

h) If the battery have any other visible external abuse:

1. Damaged Case
2. Damaged Poles
3. Tampered Data Codes
4. Forced removal of sealed cover

For Out-of-Vehicle Batteries:

Please contact 0860 12 00 12 for further information.

Claims Procedure for Damages

The following procedure must be followed in respect of claims arising from any defect, malfunction, failure or hazardous characteristic of a product and must be read with the applicable product warranty.

1. The Claimant must complete the official **AutoX** claim form. Accompanied by a proof of purchase. The procedure will be adjusted from time to time to allow improvements.
2. If it appears that any person or property has been harmed or damaged because of the defect, malfunction, failure or hazardous characteristic of the product, all documents which show the extent and cost of the harm or damage (such as quotations or invoices for repair services) must be attached to the **AutoX** claim form. Information about steps that may have been taken to stop or limit any damage resulting from the defect, malfunction, failure or hazardous characteristic of the product must also be provided.
3. The product must be returned to any one of the **AutoX** (Pty) Ltd branches together with the claim form and supporting documents.

4. The above steps must be done within 30 days of the Claimant becoming aware of the defect, malfunction, failure or hazardous characteristic.
5. Once the product has been returned to any of the **AutoX** (Pty) Ltd branches a representative of **AutoX** (Pty) Ltd, will inspect or collect the product in order to determine whether the product is in fact defective or hazardous or has in fact malfunctioned or failed and if so, whether the defect, malfunction, failure or hazardous characteristic caused harm to a person or damage to property.
6. Once the product, claim form and supporting documents have been inspected, **AutoX** (Pty) Ltd, will determine whether in fact the product is defective or hazardous or has in fact malfunctioned or failed and if so, will offer to remedy the defect, malfunction or failure and, where applicable, harm suffered by way of the various options available.
7. These options could include, for example, the replacement or repair of the product and will always include remedies given to consumers under the Consumer Protection Act where these remedies are applicable to the facts of the case and where the time for such remedies set out in the Consumer Protection Act, has not run out.
8. In the event that the conclusion of the representative of **AutoX** (Pty) Ltd, is disputed, the Claimant may appoint an independent person (at his cost) to assess the claim. If this is done and the independent assessor comes to a conclusion different to that of **AutoX** (Pty) Ltd, representative, the **AutoX** (Pty) Ltd, representative will re-consider his conclusion and advise whether or not the original conclusion is changed.
9. Claimants will always be entitled to pursue claims in respect of sub-standard, unfit, failed, hazardous, unsafe or defective products as contemplated in the Consumer Protection Act, using the specific mechanisms set out in chapter 3 of the Consumer Protection Act.
10. In order to finalise any resolution or settlement of a claim relating to a defect, malfunction, failure or hazardous characteristic and, where applicable, any resulting harm, the Claimant will be asked to sign a discharge.