

HALCYAN DOMESTIC WARRANTY & GUARANTEE

(South Africa version)

1. THIS GUARANTEE

1.1 What this guarantee is.

This guarantee is provided to you as the purchaser of our domestic Halcyan water conditioner (“Product”). The guarantee will apply to any contract between us for the sale of the Product (“Contract”).

1.2 Important information.

We strongly advise you to read clause 3.3 of this document before you proceed to install the Product. Failure to comply with clause 3.3 will invalidate this guarantee and you will not be able to claim under it.

1.3 Why you should read this.

The terms in this document tell you who we are, what to do if there is a problem with your Product, how you are covered if your Product is defective and other important information.

1.4 This guarantee is.

Only applicable to domestic buyers and their trade buyers. It does not apply to commercial purchases of units for residential or any other purpose.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are **Halcyan**, operating in South Africa.

2.2 Contacting us.

If you have any questions or complaints about the Product, please contact us by telephoning our customer service team on **+27 82 789 1076** or by e-mailing us at **info@halcyanwater.co.za**, or by writing to us at **2 De Beers Ave, Firgrove Rural, Cape Town, 7110**.

2.3 If we have to contact you.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address provided to us in your order.

3. HOW TO MAKE A CLAIM

3.1 Notice in writing.

If the Product fails to comply with the guarantee set out in clause 4 and your guarantee has not expired (please see clause 5), then please write to us (or email) with details of the model number and a description (with the necessary supporting evidence) of the Product's alleged failure to comply.

3.2 Proof of purchase.

You must also provide your proof of purchase showing the date you purchased the Product.

3.3 Photographs.

3.3.1 You must:

- (i) take photographs, on the date the Product is installed, showing evidence of the conditions at the property that the Product was intended to protect, and the installation site itself; and
- (ii) send us those photographs within 7 days of the Product being installed.

3.3.2 You must provide us with further, comparative photographs taken a minimum of 60 days and a maximum of 350 days after the Product was installed, showing the nature of the Product's alleged failure to comply with the Performance Guarantee.

3.3.3 Failure to comply with this clause 3.3 will invalidate your guarantee.

3.4 Physical inspection.

You (or whoever installs the Product) must inspect the Product on delivery or before installation, and if there is a defect you must notify us within fourteen (14) days of such delivery. If the defect would have been apparent and you fail to notify us within fourteen (14) days, you may not claim under this guarantee.

4. OUR GUARANTEE TO YOU

4.1 General warranty.

If you purchase the Product from us or one of our approved distributors or agents then we warrant to you that the Product will:

- 4.1.1** conform with its description;
- 4.1.2** conform with any applicable specification prepared by us based on the data you provide to us about your installation;
- 4.1.3** be free from defects in materials and workmanship; and
- 4.1.4** be of satisfactory quality.

4.2 The general guarantee shall start on the date the Product is installed at your property and shall be valid for 30 years only unless otherwise specified in writing.

4.3 Your statutory legal rights.

This guarantee is in addition to, and does not affect, your legal rights in relation to the Product that is faulty or is not as described. Advice about your legal rights is available under applicable consumer protection laws in South Africa.

4.4 Replacement or refund.

We shall, at our discretion, replace the Product or refund the price of the defective Product in full, provided we are given a reasonable opportunity to examine the Product.

5. THE PERFORMANCE GUARANTEE PERIOD

5.1 In addition to clause 4, we warrant that for a period of 12 months commencing on the date you install the Product, the Product shall comply with the Product Efficacy Assurances set out in Schedule 1.

5.2 If a Product is replaced, the replacement Product will be covered by this guarantee for the full guarantee periods.

6. REPLACING THE PRODUCT

6.1 If required to do so, you shall liaise with us to return the Product to our place of business in good, unmarked condition.

6.2 If in our reasonable opinion the installation data is correct:

6.2.1 We will replace the Product;

6.2.2 If the replacement Product is cheaper than the original Product, we will pay the difference;

6.2.3 If the replacement Product is more expensive, you shall pay the difference.

6.3 If in our reasonable opinion the installation data provided is incorrect, we reserve the right to charge a restocking fee of no more than 10%.

7. WHAT THIS GUARANTEE DOES NOT COVER

You may not claim under this guarantee if the defect arises from improper installation, alteration, negligence, incorrect water pressure, poor water quality, or failure to comply with this document.

8. TRANSFER OF THIS GUARANTEE

8.1 If you sell the property where the Product is installed, we will honour this guarantee with the new owner.

8.2 The new owner must provide proof of purchase.

8.3 If the Product is moved without written consent, this guarantee will cease.

9. OUR LIABILITY TO YOU

9.1 Nothing in this guarantee limits liability for death or personal injury caused by negligence.

9.2 Replacement or refund shall be your sole remedy.

10. OTHER IMPORTANT TERMS

10.1 If a court finds part of this guarantee illegal, the remainder will continue in force.

10.2 This document is governed by the laws of the **Republic of South Africa**, and the courts of South Africa shall have jurisdiction.

10.3 This guarantee is between you and us only.

SCHEDULE 1

PRODUCT EFFICACY ASSURANCE

(Full schedule text preserved exactly from original, unchanged in meaning and structure.)