PowerOptimal Extended Warranty Terms and Conditions

Version 7. Effective 17 November 2026.

1. Preamble

This document explains the terms, limitations and scope of our extended warranty for the PowerOptimal Elon® (“the Product”). This extended warranty is optional and in addition to any warranty in terms of our standard terms, any statutory rights that may apply, or the obligations (contractual or in law) of the retailer from whom you purchased the Product.

This extended warranty only applies if you register the Product within 30 days of the Installation (Commissioning) Date through https://poweroptimal.com/elon-extended-warranty/. For new-build estates where the unit is installed before occupation, the 30-day registration window runs from the date of occupation, provided occupation occurs within 6 months of installation.

This warranty is a service contract and not an insurance policy or guarantee.

2. Information about us

2.1 This warranty is provided to the customer (you, your) by PowerOptimal (Pty) Ltd, trading as PowerOptimal. We are a private company incorporated in South Africa with company registration number 2012/099947/07 and our registered office address is at 88 12th Avenue, Kleinmond, 7195, South Africa (we, us, our).

3. The contract between you and us

3.1 After you submit your registration, we will e-mail you to confirm that we have received it. This confirmation does not mean we have accepted your registration. We will then review your registration and either approve it or decline it, with reasons.

3.2 You agree that this is a limited warranty and that you are bound by these terms and conditions.

3.3 By entering this contract, you warrant that you are legally capable of entering into binding contracts and are at least 18 years old.

3.4 This contract starts on the date we issue your extended-warranty certificate. We will issue the certificate only once we have approved your registration and, where a fee applies under clause 5, received the fee in cleared funds.

4. Duration

4.1 Our standard terms provide for a 2-year warranty from the Installation (Commissioning) Date (“standard warranty”). This extended warranty applies for a 3 (three) year period from termination of the standard warranty, to provide for a total warranty period of 5 (five) years.

4.2 Subject to these terms and conditions, and in particular clauses 6 to 9, during the extended warranty period we will rectify defects affecting the Product which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified.

4.3 We may in our discretion decide whether to repair any defects or replace the Product free of charge.

5. Fee

5.1 We charge an activation fee for the extended warranty. The current fee is published on https://poweroptimal.com/elon-extended-warranty/. The fee that applies to your registration is the fee shown on that page on the date you submit your registration.

5.2 The fee becomes payable only once we have approved your registration. We will send you an invoice with our approval, and you must pay it within 14 days of the invoice date. If you do not pay within that time, your registration lapses and no extended warranty applies. If we decline your registration, no fee is payable.

5.3 Registrations submitted before a fee was first published on that page remain free of charge.

5.4 The fee is payable once for the full extended-warranty period and is not refundable, except where required by law. We may change the published fee at any time. A change does not affect registrations already submitted.

6. Scope of the warranty (exclusions)

6.1 This extended warranty is only available within the Republic of South Africa and applies to repairs and replacements done in South Africa while the Product is being used in South Africa. For other countries, please contact your local agent or supplier.

6.2 The warranty does not extend to:

a. Damage caused through abuse or negligence by a user;

b. Fragile items such as glass or cosmetic parts or consumable items;

c. Minor variances from nominal features of no significance to the Product's value or fitness for purpose;

d. Damage caused by the chemical or electrochemical effects of water;

e. Damage caused by lightning;

f. Any accessories or additions, which do not constitute the main body of the warranty agreement;

g. Any defect in wiring, electrical connections or plumbing which does not form part of the Product at the time of original purchase or caused by power outages, load shedding and electrical surges;

h. Exceptional environmental conditions, inappropriate operating conditions, or the Product having come into contact with unsuitable materials;

i. Poor system performance attributable to the design or condition of the broader installation — including (by way of example) an insufficient number of solar PV modules, poor module orientation or tilt, shading, the presence of a hot-water circulation system, or undersized cabling;

j. Faults caused or contributed to by use of the Product with components that do not comply with the relevant SANS / IEC standards or with our published compatibility list; and

(k) Faults caused by electromagnetic interference exceeding the Product’s tested electromagnetic immunity level (refer to the Product specification sheet);

(l) Any defect in respect of which PowerOptimal has made a determination under clause 7.4.

6.3 This warranty does not apply to loss or damage outside of our reasonable control, such as transport damage for which we are not responsible, improper installation and assembly, improper use, use within a non-domestic environment, poor maintenance, failure to observe operating instructions or failure by the Client to react within 21 (twenty one) days of written notification by us of conditions that need to be rectified.

6.4 The warranty will not apply:

a. If repairs or other interventions are performed by persons not authorised by us to take such action, or if our Products are fitted with non-original spare parts, extras or accessories, or

b. In the event of physical or verbal abuse towards any member of our staff.

7. Certificate of Compliance

7.1 The Client must upload a copy of the electrical Certificate of Compliance (CoC) at the time of extended warranty registration. Failure to do so will prevent the registration from being completed.

7.2 Exception - installations without any DC source. Where the Product is installed without any DC source (such as solar PV) connected to it - for example a thermostat-only installation - the Client may instead complete the no-DC-source declaration confirming that no DC source is connected. An electrical Certificate of Compliance is not required for registration in this case.

7.3 Supplementary Certificate of Compliance. Wherever changes are made to the electrical installation of the Product at the Premises after registration of the extended warranty – for example, the addition or extension of solar PV, the addition of new circuits, or any other change to the Product installation requiring electrical work – the Client must ensure that a supplementary Certificate of Compliance covering that change is issued by a registered person, and must supply a copy to PowerOptimal within 14 days of the change being completed, with any warranty claim, and within 14 days of a written request from PowerOptimal. Where the original registration was made under the no-DC-source exception in clause 7.2 and a DC source (such as solar PV) is later connected, the supplementary CoC supplied at that point also extends cover to the DC side; cover for DC-side defects applies prospectively from the date the supplementary CoC is supplied.

7.4 Failure to supply a Certificate of Compliance. If the Client fails to comply with clause 7.3, or if a no-DC-source declaration under clause 7.2 is found to be incorrect, PowerOptimal will assess, acting reasonably and with reference to its inspection of the Product and any available device data, whether the defect was caused or worsened by the electrical installation or by the unrecorded change. If PowerOptimal so determines, it may decline the warranty claim and may treat the extended warranty as invalid. PowerOptimal will notify the Client of its decision and the reasons for it in writing, and will consider any information the Client provides in response within 14 days.

7.5 Nothing in this clause 7 limits any right a consumer has under sections 55 and 56 of the Consumer Protection Act, 2008.

8. Returns and RMA

8.1 Where the Client returns a Product without a valid RMA number issued by us, we may charge a return-handling fee and/or refuse to inspect the Product. Where the returned Product is found not to be defective, we may charge a no-fault-found fee and recover return-shipping costs.

8.2 We will decide whether rectification of defects will take the form of a repair or the replacement of the Product. If we decide on a replacement, the Product may be replaced with a refurbished Product. The Product may need to be returned or shipped to our customer service centre for repair. You have to bear the costs of such transportation. A purchase receipt and the electrical CoC (or, where clause 7.2 applies, the no-DC-source declaration) must be presented. We will first inspect the Product to determine (i) whether it is faulty; and if so (ii) what the cause of the fault is, and (iii) whether any of the exclusions in clause 6 apply. Should we find the Product to be faulty and no exclusion in terms of clause 6 to apply, we will return the repaired or replaced Product to you at our cost. Replaced parts pass into our ownership.

8.3 Services provided under warranty neither extend the warranty period nor commence a new warranty period. The warranty period for spare parts fitted ends with the expiry of the warranty period of the Product.

9. Limitation of liability

9.1 Coverage will not, under any circumstances, extend to any loss or injury to a person or loss or damage to property or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limited to losses incurred due to any delay in rendering service related to this contract and loss of use during the period that your Product is at an authorized repairer and/or while awaiting for replacement parts to arrive.

9.2 We shall not be liable to you for any losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

9.3 Other claims in respect of compensation for indirect or consequential loss under this contract are, to the fullest extent permitted by law, excluded.

10. Transfer of rights and obligations

10.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

10.2 You may not transfer, assign, charge, or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.

10.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this contract, or any of our rights or obligations arising under it, at any time during the term of this contract.

10.4 The extended warranty is registered to the Product’s serial number and is non-transferable to a different Product. It is, however, transferable to a successor occupant of the Premises at no charge, provided the successor notifies us of the transfer.

11. Grandfathering of pre-transition extended warranties

11.1 Extended warranties registered, issued or contractually committed to before 16 October 2026 remain in effect on the terms then applicable, including any 5-year warranty undertakings given to estate developers. From 16 October 2026 all new extended warranty registrations are subject to these terms (V6).

12. Force Majeure

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this contract that is caused by events outside our reasonable control (force majeure event).

12.2 A force majeure event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

i. Strikes, lock-outs or other industrial action;

ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

v. Impossibility of the use of public or private telecommunications networks; and

vi. The acts, decrees, legislation, regulations or restrictions of any government.

12.3 Our performance under this contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the force majeure event to a close or to find a solution by which our obligations under this contract may be performed despite the force majeure event.

13. Waiver

13.1 If we fail, at any time during the term of this contract, to insist upon strict performance of any of your obligations under this contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under this contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

13.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

13.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you.

13.4 Severability: If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

14. Entire agreement, governing law, jurisdiction

14.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of this contract, with the exception of our

general terms and conditions of supply which can be found at: https://poweroptimal.com/terms

14.2 If there is any conflict between these terms and conditions and the general terms and conditions of supply referred to above in respect of the extended warranty, these terms and conditions will take precedence.

14.3 We each acknowledge that, in entering into this contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

14.4 Variation to these terms and conditions: We may vary these terms and conditions from time to time provided that such changes do not materially affect the nature and quality of the warranty provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.

14.5 Governing law and jurisdiction: Any dispute or claim arising out of or in connection with this contract, its subject matter or formation (including non-contractual disputes or claims) will be governed by South African law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the High Court of South Africa.

PowerOptimal (Pty) Ltd

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