

ENERGYWISE SYSTEMS (PTY) LTD - EXPLOSION-PROTECTED (EX) LUMINAIRES & EMERGENCY BATTERY BACKUP 5-YEAR WARRANTY

Company Registration: 2008/019869/07 | **VAT:** 4020253466

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Energywise Systems (Pty) Ltd warrants its certified Explosion-Protected (EX) luminaires against manufacturing and material defects under the terms, conditions, and statutory operational requirements set forth in this document.

1. Warranty Coverage & Term

- **EX Luminaires (5 Years):** Energywise Systems provides a five (5) year warranty from the date of dispatch for the luminaire housing, optics, LED modules, and internal driver gear.
- **Integrated EX Emergency Battery Backups (2 Years):** Factory-fitted Energywise EX emergency battery backup modules and batteries carry a dedicated two (2) year warranty from the date of dispatch.

2. Manufacturer Scope & Hazardous Area Classification Disclaimer

- **Manufacturer Role Only:** Energywise Systems is strictly an equipment manufacturer of certified EX luminaires. Energywise Systems is **not** a certified hazardous location risk-assessment agency or site classification consultancy.
- **Customer Responsibility for Zone Designation:** The legal determination and designation of Hazardous Area Classifications (HAC), Zone mapping (Zones 0, 1, 2, 21, and 22), Gas Groups (IIA, IIB, IIC, Group I Mining), and Surface Temperature Classes are the sole legal responsibility of the end user, site owner, or a certified third-party EX professional.
- **Scope Limits:** Energywise Systems assumes no legal or financial liability for luminaires installed in zones, gas groups, or ambient conditions that exceed the physical hardware rating stated on the official product label and MASC certificate.

3. Statutory EX Installation & Operational Pre-Conditions

This warranty applies **only** if the products are installed and operated in full compliance with the following mandatory conditions:

1. **Qualified Personnel & Regulations:** Installed professionally and legally by certified, competent, and authorized personnel strictly according to provided installation instructions, **SANS 10086** (Installation and maintenance of explosion-protected apparatus), SANS 60079 standards series, and relevant Occupational Health & Safety (OHS) or Mine Health & Safety (MHS) regulations.
2. **Certified Cable Glands & Earthing:** Fitted exclusively with appropriately certified Ex db / Ex tb cable glands incorporating an earth ring and correct thread sealant/washers to maintain the **IP68** or specified ingress rating. Internal and external bonding/earthing facilities must be connected in an approved Ex manner.

3. **Ambient Temperature Limits (Ta):** Operated strictly within the certified ambient temperature range (e.g. $T_a \leq 30^\circ\text{C}$ or as specified on the product rating plate). Operating the fitting outside its certified thermal window comprises the EX thermal class (T5/T4 or T85°C) and immediately voids this warranty.
4. **Electrostatic Maintenance:** Cleaned strictly in accordance with statutory non-metallic enclosure warnings ("**WIPE ONLY WITH A DAMP CLOTH**") to prevent static discharge hazards.

4. Strict EX Invalidation & Voidance Clauses

This warranty will become **NULL AND VOID** immediately if any of the following occur:

LABEL & CERTIFICATION STICKER TAMPERING

Physical certification labels, serial numbers, MASC approval marks, and warning stickers form an integral, legally mandated part of statutory EX apparatus compliance. **Removal, defacing, alteration, or tampering with any sticker on the luminaire voids both the legal EX compliance rating and this warranty entirely.**

- **Enclosure & Joint Tampering:** Any unauthorized opening, alteration, unsealing, or modification of cemented flameproof joints, end caps, or factory-sealed driver enclosures.
- **Chemical Incompatibility:** Exposure to atmospheric gases, aggressive solvents, or chemicals outside the certified Gas Group (e.g., deploying a Group IIA fixture in Group IIB or IIC atmospheres) or chemicals that degrade polycarbonate and sealing materials.
- **Unauthorized Battery Systems:** Any battery backup system not installed by Energywise is strictly excluded from coverage.
- **Mechanical & Impact Damage:** Cracking, fracturing, or structural damage to the outer body, optical tube, or threaded entries caused by inadvertent impact or misuse.

5. Comprehensive Warranty Exclusions

This warranty **does not cover:**

- **Site & Electrical Issues:** Damage caused by site power surges, overvoltage, undervoltage, current irregularities, lightning, or power outages falls outside warranty coverage. Energywise warranties are valid strictly for products operating within the standard South African voltage range (**230V $\pm$ 10% @ 50Hz**). Overvoltage incidents cause immediate or delayed failures; any potential overvoltage will be documented, and subsequent claims assessed objectively.
- **Extreme Conditions:** Failure due to exposure to extreme weather, bad ventilation, or other environmental conditions beyond Energywise's control.
- **UV, Humidity & Aggressive Substances:** Damage caused by UV exposure, excessive humidity, or aggressive substances (including salt or saltwater), unless specifically defined on the product's specification sheet.
- **Installer Errors:** Faults caused by the installer during installation or testing, including but not limited to incorrect power supply connection and dropping the neutral.
- **Unauthorized Modifications & Third-Party Repairs:** Products modified or repaired by unauthorized personnel without written consent, or invoices for repairs by third parties hired by the customer, unless pre-approved in writing by Energywise.

- **Compatibility Issues:** Failures due to incompatibility with the installation environment, including control systems or power supplies not supplied by Energywise.
- **Normal Wear and Tear:** Replacement of consumable or wearing parts, including interchangeable light sources or components specified in the specification sheet.
- **Transit & Handling Damage:** Damage incurred during shipping, transit, or on-site handling.
- **Photometric & Color Variations:** Minor color temperature variations or photometric differences resulting from technical improvements in subsequent deliveries are not considered defects.
- **Consequential Loss:** Any indirect, punitive, or resulting damage/loss caused by product failure.
- **Ancillary Expenses:** All labor, hoisting, scaffolding, site access, removal, installation, transportation, disposal, travel, and contractor costs associated with repairing or replacing the product are strictly borne by the customer.

6. Fire, Thermal Event, and Extreme Heat Exposure Clause

While Energywise EX luminaires feature heavy-duty **Ex db** (Flameproof) and **Ex tb** (Protection by Enclosure, **IP68**) sealed housings designed to prevent environmental particulate and gas ingress, exposure to external fire, combustion, or localized thermal events poses severe risks to structural and electronic integrity.

Subjecting luminaires to temperatures exceeding their certified maximum ambient rating (Ta) causes irreversible damage, including:

1. **Gasket & Flamepath Degradation:** Thermal baking deforms, cracks, or destroys internal seals, O-rings, and cemented end-cap joints, compromising the certified flameproof joint tolerances (**Ex db**) and dust-tight ingress protection (**Ex tb IP68**).
2. **Conducted Electronic Breakdown:** Extreme radiant heat conducted through the outer housing cooks internal driver capacitors, electronics, and LED semiconductors, causing immediate failure or latent breakdown.
3. **Polycarbonate & Lens Occlusion:** Direct heat causes structural charring, warping, or crazing of the non-metallic tube. Baked-on external soot deposits severely reduce lumen output.
4. **Static & Cleaning Hazards:** Attempting to remove baked-on soot using industrial solvents, abrasives, or dry cloths damages the housing and violates mandatory EX static safety protocols ("**WIPE ONLY WITH A DAMP CLOTH**").

Notice: Due to structural seal degradation and latent electronic damage caused by extreme temperatures, any Energywise EX luminaire exposed to external fire, explosion, or thermal events exceeding its certified ambient limit (Ta) will have its EX safety certification and warranty rendered NULL AND VOID. Such units must be immediately decommissioned and replaced to ensure site safety. We recommend assessing affected installations with the customer's insurance provider to facilitate replacement costs

7. Over-The-Counter Policy, Claims & Terms - OVER-THE-COUNTER WARRANTY POLICY

This warranty operates on an "**Over-the-Counter**" basis. Energywise Systems **does not collect, dispatch, transport, install, or remove** luminaires on-site under any circumstances.

1. **Client Responsibility for Costs:** The cost of both **removing the fittings from site and transporting/shipping the fittings to Energywise Systems** is borne entirely by the customer.
2. **Claim Submission & Testing:** Claims must be submitted in writing with the faulty product immediately after the defect occurs, specifying product details, installation date, problem description, and project name. Energywise will test and inspect the product within **10 working days** of receiving it at our facility. The customer is responsible for safe packing; return shipping damage may void the warranty.
3. **Valid Warranty Claims:** If a covered defect is confirmed, Energywise Systems will decide at its discretion whether to **repair or replace** the unit with the same or a similar product, considering technological advancements.
4. **Invalid Warranty Claims:** Should the claim be deemed invalid (e.g., due to overvoltage, mechanical damage, installer error, improper site zoning, chemical degradation, or sticker tampering):
 - Energywise Systems will issue a formal quote detailing the **cost to repair or replace** the unit.
 - If the client declines the repair quote, the fitting must be collected from Energywise Systems at the client's expense within 30 days.
5. **Replacement Terms & Warranty Periods:**
 - Replacement products or parts may differ from the original but will have equivalent functionality and minor design changes.
 - Any luminaire repaired or replaced under warranty retains the **remainder of the original warranty period** (e.g., if a 5-year unit is replaced after 3 years, the replacement carries the remaining 2 years).
 - Luminaires purchased outright (not as warranty replacements) carry the full original warranty from the purchase date.
6. **Customer Reseller Limits:** The customer may **not** offer a warranty exceeding this warranty to their own customers, and Energywise is not bound by any such greater warranty.

8. Non-Transferability

This warranty is extended solely to the original end user who purchased the product either directly from Energywise Systems or through an authorized distributor or reseller. It is non-transferable and becomes null and void if the product is resold or transferred to a third party after the initial purchase. No warranty coverage shall apply to any product that changes ownership after its original installation.

Approved By:	Andrea Barausse	Designation:	Managing Director
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