

SURGE PROTECTION WARRANTY POLICY

1. PURPOSE OF POLICY

- 1.1 This policy sets out the warranty terms and conditions applicable to surge protection devices sold by ACDC Express stores ("ACDC")
- 1.2 The purpose of this warranty is to provide customers with clarity regarding the scope of warranty coverage, the conditions under which claims may be made, the exclusions that apply, and the remedies available to consumers in terms of the applicable consumer protection laws in the country of purchase.

2. PURPOSE OF SURGE PROTECTION DEVICES

- 2.1 Surge protection devices are essential tools designed to shield electrical equipment from voltage spikes and power surges. Such irregularities may arise from lightning strikes, fluctuations in utility supply, or the operation of electrical appliances.
- 2.2 Surge protection devices operate by diverting excessive electrical energy away from sensitive equipment, thereby maintaining a stable and secure load.
- 2.3 While surge protection devices are highly effective, their performance is influenced by several factors, including the magnitude of the surge, the speed of response, the effects of age and wear, the presence of multiple entry points, and the quality of installation.

3. DEFINITIONS

- 3.1 **ACDC** means ACDC Express;
- 3.2 **ACDC Website** means www.acdcexpress.com
- 3.3 **Claim** means a written request submitted by the Original Purchaser for the repair, replacement or refund of a Device under this warranty.
- 3.4 **Consumer Protection Laws** means all applicable laws in the country of purchase that confer statutory rights on consumers, including any implied warranties of quality, durability and fitness for purpose;
- 3.5 **Device** means a surge protection device manufactured, marketed or sold by ACDC;
- 3.6 **Force Majeure** means any event or circumstance beyond the reasonable control of ACDC, including but not limited to natural disasters, lightning, floods, storms, fire, war, strikes, lockouts, government actions, utility failures, or other unforeseen events that make performance impossible;
- 3.7 **Goods** means any Surge Protection Device supplied by ACDC to the Original Purchaser under this warranty;
- 3.8 **Original Invoice** means the original proof of purchase document issued by ACDC or an authorised reseller showing the date of purchase and details of the Device;
- 3.9 **Original Purchaser** means the first purchaser of the Device from ACDC or an authorised reseller, and excludes subsequent owners, transferees or users;
- 3.10 **Registration** means the recording of the Original Purchaser's details, including proof of purchase and Device serial number, within thirty (30) days of purchase on the ACDC website;
- 3.11 **Statutory Warranty** means the minimum six (6) month implied warranty of quality, durability and fitness for purpose conferred by applicable consumer protection laws in the country of purchase;
- 3.12 **Surge** means a sudden, brief increase in voltage on an electrical circuit beyond the nominal rated voltage, which may result from lightning strikes, utility switching, grid fluctuations or operation of electrical equipment;
- 3.13 **Warranty Period** means the period of twelve (12) months from the date of delivery of the Device to the Original Purchaser, during which the Manufacturer's Warranty applies concurrently with the Statutory Warranty for the first six (6) months;
- 3.14 **Warranty Terms** means the provisions contained in this policy, read together with any applicable statutory rights in the country of purchase.

4. WARRANTY REGISTRATION

- 4.1 Surge protection devices should be registered on ACDC's website within thirty (30) days of purchase.
- 4.2 Failure to register within this period does not invalidate any statutory consumer rights but may delay the processing of warranty claims.

5. WARRANTY PERIOD AND APPLICABILITY

- 5.1 ACDC warrants that surge protection devices are free from defects in material and workmanship for a period of twelve (12) months from the date of purchase.
- 5.2 The statutory six-month implied warranty provided under applicable consumer protection laws operates concurrently with the manufacturer's twelve-month warranty during the initial six-month period.
- 5.3 After the expiry of the statutory six-month period, the balance of the manufacturer's warranty shall continue to apply strictly in accordance with its terms and conditions.
- 5.4 The warranty applies exclusively to the original purchaser and is not transferable.

6. EXCLUSIONS

- 6.1 This warranty does not apply in the following circumstances:
 - 6.1.1 Failure to install the device in accordance with manufacturer instructions or recognised electrical standards.
 - 6.1.2 Abuse, misuse, negligence, accident, or abnormal operating conditions.
 - 6.1.3 Physical damage, including cracks, burns, dents, breakages, or tampering.
 - 6.1.4 Alteration, modification, or unauthorised repair.
 - 6.1.5 Damage caused by lightning or surges exceeding the rated capacity of the device.
 - 6.1.6 Use in applications or environments for which the device was not designed.
 - 6.1.7 Removal, defacement, or alteration of the serial number or identification label.
 - 6.1.8 Normal wear and tear, including deterioration arising from age or exposure.
 - 6.1.9 Failures caused by external events such as flooding, fire, theft, or force majeure.
 - 6.1.10 Claims made without submission of proof of purchase.
 - 6.1.11 Where applicable, the unit is not installed by a qualified electrician and the appropriate Certificate of Compliance (CoC) is not issued.

7. CLAIMS PROCEDURE

- 7.1 To initiate a warranty claim, the purchaser must complete the official ACDC Warranty Claim Form, provide proof of purchase, and return the device to an authorised ACDC branch.
- 7.2 ACDC will inspect the device to determine whether it is defective under regular use and within the warranty period.
- 7.3 If the claim is accepted within the statutory six-month period, the purchaser may elect to have the device repaired, replaced, or refunded.
- 7.4 Thereafter, for the balance of the manufacturer's warranty, ACDC may, at its discretion, repair or replace the device in accordance with the manufacturer's terms.
- 7.5 Where a replacement device is provided, the balance of the original warranty period shall continue to apply.
- 7.6 If a claim is rejected, the purchaser shall be informed in writing of the reasons for rejection.
- 7.7 The purchaser may appoint an independent assessor at their own cost. If the independent assessment materially differs from ACDC's findings, the claim will be reconsidered.

8. LIMITATION OF LIABILITY

- 8.1 This warranty is limited solely to the repair or replacement of the surge protection device.
- 8.2 ACDC shall not be liable for loss or damage to equipment connected to the device, or for consequential, incidental, or indirect losses, save to the extent that such liability cannot lawfully be excluded under applicable consumer protection laws

9. WARRANTY REGISTRATION

- 9.1 Nothing in this policy limits or excludes any rights conferred on consumers under the applicable consumer protection laws in the country of purchase.