

## ASSA ABLOY Incedo Hardware Warranty Policy

By purchasing an ASSA ABLOY (SA) Pty Limited ("ASSA ABLOY") ASSA ABLOY branded product, you can be confident that the product has been designed and manufactured to the high standards of quality and reliability for which ASSA ABLOY branded products are renowned.

### SOUTH AFRICAN CONSUMER LAW GUARANTEES

ASSA ABLOY guarantees its ASSA ABLOY branded products in accordance with the South African Consumer Law.

## 1. WARRANTY

Warranty - ASSA ABLOY warrants that each of its ASSA ABLOY branded Incedo Electronic Access Control hardware products (Controllers and Modules) will be free of defects in material and workmanship (including mechanical parts) for a period of **five years** from the date of purchase of the product with which this document is given, subject to the limitations and exclusions set out below ("Warranty").

### a. Hardware Warranty Conditions:

- i. ASSA ABLOY warrants that all Incedo, Controllers and Modules furnished under this agreement will be free from material defects in material and workmanship for a period of five years from the date of shipment. The CUSTOMER shall provide notice to ASSA ABLOY of each such defect within one week after the CUSTOMER's discovery of such defect. The sole obligation and liability of ASSA ABLOY under this warranty shall be to repair or replace at ASSA ABLOY's sole discretion, but without cost to the CUSTOMER, the product or part which is defective and as to which such notice is given. All ASSA ABLOY branded hardware used on an ASSA ABLOY Incedo system will be subject to its respective warranty conditions as documented by the product manufacturer.
- ii. There shall be no warranty or liability for any products or parts which have been subject to misuse, accident, negligence, failure of electric power or modification by the CUSTOMER without ASSA ABLOY's written approval. Final determination of warranty eligibility shall be made by ASSA ABLOY. If a warranty claim is considered invalid for any reason, the CUSTOMER will be charged for services performed and expenses incurred by ASSA ABLOY in handling and shipping the returned item.
- iii. As to replacement parts supplied or repairs made during the original warranty period, the warranty period of the replacement or repaired part shall terminate with the termination of the warranty period with respect to the original product or part.
- iv. As ASSA ABLOY has no control over where the product is used, or how it is installed, no liability for ANY consequential damages can be accepted, whether due to malfunction, design, deficiency, implementation, or any cause whatsoever.
- v. ASSA ABLOY does not guarantee interfacing compatibility of any of its equipment with any third-party equipment, regardless of any standards which may be applicable. Connecting third-party equipment to any ASSA ABLOY equipment may compromise the functionality of the ASSA ABLOY equipment and render it inoperative.

- vi. ASSA ABLOY shall have no liability for consequential loss suffered by the CUSTOMER or its customer and the CUSTOMER hereby waives and abandons any right which it may have to claim damages from ASSA ABLOY or join ASSA ABLOY as a defendant in any action from damages which may be brought against the CUSTOMER by reason, direct or indirect, of any defect in any unit, and indemnifies ASSA ABLOY against any claim for damages which may be made against it by the CUSTOMER's customer by reason, direct or indirect, of any defect in the unit.
- vii. The foregoing warranty constitutes ASSA ABLOY's sole liability and the customer's sole remedy with respect to the products and is in lieu of all other warranties, liabilities, and remedies except as thus provided, ASSA ABLOY disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
- viii. ASSA ABLOY reserves the right to nullify the product's guarantee or warranty where the metal-oxide variators have not used as stipulated in the installation guide.

**b. Limitations** - Unless otherwise expressly provided for in writing and subject to the exclusions set out in this Warranty:

- i. Batteries are not covered by the Warranty.
- ii. Finish, the Warranty does not apply to the finishes of ASSA ABLOY branded products nor to cosmetic or appearance damage.
- iii. Damage due to external shocks or drops.
- iv. Damage caused by natural disasters (lightning, fire, earthquake, wind, flood, tsunami, etc.)
- v. Damage due to flooding (except for IP65)
- vi. Unauthorized disassembly or repair of the product by user
- vii. Damage due to overvoltage or overcurrent
- viii. Removal of or damage to the serial number label
- ix. Removal of or damage to the void sticker, if applicable.
- x. Failures caused by consumables or accessories not authorized by ASSA ABLOY.
- xi. Failures due to user's fault.
- xii. Purchase of the product through an unauthorized channel.

## 2. Claiming on the Warranty

- a. If you purchased an ASSA ABLOY branded product from a reseller (as opposed to direct from ASSA ABLOY) and wish to claim on the Warranty to the reseller, you must, at your own expense:
    - return the product securely packed to protect against damage to the product; and
    - provide details of:
      - the claim on the Warranty;
      - proof of original purchase; and
      - your name, address, email address (if you have one) and telephone number;

to the reseller from whom you originally purchased the product, within the respective warranty period referred to above.
  - b. If you purchased an ASSA ABLOY branded product direct from ASSA ABLOY or otherwise wish to claim on the Warranty direct to ASSA ABLOY, you must, at your own expense:
    - i. first contact the ASSA ABLOY Customer Service Department at the contact details below to:
    - ii. provide ASSA ABLOY with details of the claim on the Warranty;
    - iii. organise to provide ASSA ABLOY with proof of original purchase; and obtain a CRS Number (Customer Response System logging number) (either via email on [za.info@assaabloy.com](mailto:za.info@assaabloy.com) or to our Customer Services Department on 011-761-5000)
    - iv. securely pack the product to protect against damage to the product;
    - v. include a copy of the original proof of purchase in the packaging;
    - vi. clearly mark the CRS Number on the outside of the packaging;
    - vii. and then return the product direct to ASSA ABLOY at the address below, within the respective warranty period referred to above.
  - c. Products returned direct to ASSA ABLOY without a CRS Number may not be accepted by ASSA ABLOY.
- The issue of a CRS Number and acceptance of returned products by ASSA ABLOY's staff does not constitute acceptance by ASSA ABLOY of the claim on the Warranty.
- d. ASSA ABLOY will assess any claim you may make on the Warranty and if, in ASSA ABLOY's reasonable opinion, the Warranty applies, ASSA ABLOY will at its own option and cost (or authorise the reseller from whom you originally purchased WARRANTY the product to):
    - i. provide you with the same or (if the same product is no longer available) the closest similar ASSA ABLOY ASSA ABLOY branded product;
    - ii. repair the product and return it to you; or
    - iii. refund the price you paid for the product
  - e. This is the only obligation of ASSA ABLOY under the Warranty. ASSA ABLOY will bear its own expenses of doing those things, and you must bear any other expenses of claiming on the Warranty.
  - f. If products are returned to ASSA ABLOY for which, in ASSA ABLOY's reasonable opinion, the Warranty does not apply, the products will be returned to you freight collect.

### 3. Exclusions

The Warranty does not apply to:

- a. ASSA ABLOY's ASSA ABLOY branded products which have been improperly installed or fitted or for which the ASSA ABLOY's installation and fitting instructions have not been followed;
- b. fair wear and tear;
- c. defects or deterioration caused to ASSA ABLOY's ASSA ABLOY branded products from being exposed to corrosives, including (without limitation) vapours, chemicals, abrasive compounds, contamination, or excessive pollution;
- d. ASSA ABLOY's ASSA ABLOY branded products which are not new when purchased by the original purchaser;
- e. anyone other than original purchasers of the ASSA ABLOY branded products;
- f. ASSA ABLOY's ASSA ABLOY branded products which were not originally sold in South Africa by ASSA ABLOY;
- g. ASSA ABLOY's ASSA ABLOY branded products which have had any of the brands, marks, patented plates, numbers or other information of ASSA ABLOY on the products defaced or removed;
- h. the removal, refitment or replacement of ASSA ABLOY's ASSA ABLOY branded products or associated charges (NOTE: any call out to check or replace products which are determined to be out of warranty or subject to these limitations will be charged a call-out fee at the standard ASSA ABLOY labour rates)

### South African Consumer Law Requirements

The South African Consumer Law also requires ASSA ABLOY to state in relation to the Warranty that ASSA ABLOY gives the Warranty and the name, address, telephone number and email address of ASSA ABLOY:

ASSA ABLOY (SA) (Pty). Ltd.  
 176 Progress Road  
 Technikon, Roodepoort  
 Johannesburg  
 1794  
 Email: [za.info@assaabloy.com](mailto:za.info@assaabloy.com)  
 Website: [www.assaabloy.co.za](http://www.assaabloy.co.za)  
 Telephone: 011 761 5000

Our goods come with guarantees that cannot be excluded under the South African Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.