
Repairs Terms and Conditions

Please read the Repair Terms and Conditions carefully.

By submitting your product to EasyPower Solar South Africa PTY Ltd (herein EPS on this document) Repair center, you agree that these Repair Terms and Conditions will govern the repair of your product by EPS Repair centre contained at this document. If you do not agree to these terms and conditions, do not submit your product to EPS Repair centre.

1. Repair Service. EPS Repair centre will repair your product as described and for the estimated charges shown on the reverse side (unless such estimated charges are subsequently revised with your written or oral consent). When the product is covered by warranty or an extended service contract, EPS Repair centre will perform repairs under the terms of such warranty or extended service, if you have presented satisfactory proof of the product's eligibility for such repairs. You will be responsible for any additional charges applicable under or beyond your product's warranty or extended service contract, including any applicable tax.

2. Payment.

Unless your product is repaired under warranty or extended service contract without any charge, you will promptly pay EPS Repair centre the estimated charges identified on the reverse side plus any additional charges subsequently agreed to by you. Payment is required before the repairs are initiated by EPS Repair centre. Unless specified otherwise, the estimated amount includes all parts, labour, any transportation required for the repair of the product, and any applicable tax. The booking/diagnostic fee is non-refundable and will be applicable towards the final repair bill in the event customer approve and pay for such repairs. If EPS Repair centre determines, while inspecting your product, that repairs are needed due to failures of parts that are neither supplied by the distributor nor distributor branded or are needed due to damage caused by abuse, misuse or misapplications, EPS Repair centre reserves the right to return the product to you without repairing it and may hold you responsible for the diagnostic fee on the reverse side, plus any applicable tax.

3. Unanticipated Labour/Parts.

If the requested repairs require labour and/or parts not specified on the reverse side EPS Repair centre repair may seek your approval to revise the estimate. If you do not agree that EPS Repair centre may revise the charges, EPS Repair centre may return your product and hold you responsible for the diagnostic fee shown on the reverse side, plus any applicable tax.

4. Parts.

In repairing your product under your product's warranty or extended service contract, EPS Repair centre may use new, used or reconditioned parts, as permitted by the terms of such warranty or extended service contract. If repairing parts outside of the warranty or extended service contract, EPS Repair centre may use new, used, or reconditioned parts.

5. Disclaimer of Warranty.

If EPS Repair centre repairs your product under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and any applicable provisions of law. If your product is repaired outside of warranty EPS Repair centre warrants (1) that repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of one hundred eighty (180) days, unless otherwise specified by EPS Repair centre. If a defect exists in a replacement part during the part's warranty period as identified in the preceding sentence, in its sole discretion, EPS Repair centre will (1) repair the part, using new, used, or reconditioned parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part as determined by manufacturer. THIS WARRANTY AND REMEDY ARE EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESSED, OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. EPS Repair centre SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO THE REPAIR PARTS, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IF EPS Repair centre CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS LIMITED WARRANTY.

6. Limitation of Liability.

EPS Repair centre IS NOT RESPONSIBLE FOR ANY FAILURES OR DELAYS IN PERFORMING UNDER THIS AGREEMENT THAT ARE DUE TO EVENTS OUTSIDE OF ITS REASONABLE CONTROL. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, THE STATE OF RSA, AND EMPLOYEES WILL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PERFORMANCE OR OMISSION OF ANY REPAIR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFIT (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF REPUTATION; LOSS OF OPPORTUNITY; LOSS OF USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED ON YOUR PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. EPS Repair centre SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (1) REPAIR OR REPLACE YOUR PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, OR (2) MAINTAIN THE CONFIDENTIALITY OF DATA. IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN EPS Repair centre's CUSTODY, EPS Repair centre's LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. OTHERWISE, EPS Repair centre's LIABILITY FOR ANY AND ALL DAMAGE SHALL IN NO EVENT EXCEED THE PAYMENTS RECEIVED BY EPS Repair centre FOR SERVICES PROVIDED PURSUANT TO THESE TERMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY EPS Repair centre UNDER THESE TERMS AND CONDITIONS.

7. Abandon or Discard Product.

If you have not claimed your product and paid all charges due within (14)Fourteen days after being notified by EPS Repair centre that your product is available to be returned to you, EPS Repair centre will consider your product abandoned. EPS Repair centre will provide such notice to you at the email address you furnished when you authorized the repairs or booked your equipment. **EPS Repair centre may dispose your product in accordance with applicable provisions of law, and specifically may sell or cannibalize your product.** EPS Repair centre reserves its statutory and any other lawful liens for unpaid charges.

8. Complete Agreement.

These Terms and Conditions are the only ones that govern EPS Repair centre's repair of your product. No other oral or written terms or conditions apply, including any terms or conditions contained in any purchase order that you provide to EPS Repair centre. No one has authority from EPS Repair centre to vary any of these Terms and Conditions.

9. Personal Information.

You agree and understand that it is necessary for EPS Repair centre to collect, process and use your personal data in order to perform the service and support obligations under these Terms and Conditions. EPS Repair centre will protect your information in accordance with South African POPIA Act which you can access at the below link as obtained from the government gazette [ACT - POPIA](#)

RMA Number:

Customer Name:

Customer Email:

Date:

Signature: