

ELECTRICAL INDUSTRIES GROUP (EIG) WARRANTY POLICY

This document defines the Warranty Policy of the Electrical Industries Group Limited organization located at # 1 Century Drive, Macoya, Trinidad W.I. (hereinafter called EIG) whom from which the client (hereinafter called the Purchaser) purchases products from EIG or through an EIG registered Location or Distributor.

This Warranty Policy is subject to the provisions set out in this document and is subject to the terms and conditions (A. Terms and Conditions) seen below.

The Purchaser receives the warranty for the applicable period expressed below. Warranties are none transferable and are applied as seen in Appendix A. of this document seen below.

A. Terms and Conditions

- The warranty period starts on the date of invoice.
- This warranty only covers Products applied within their manufactured and applicable use.
- The warranty is valid only if supported by an invoice signed by the customer and specific to the item(s) purchased and referenced on the invoice in question.
- The warranty is only applicable to the initial purchaser of the invoiced products purchased directly from Electrical Industries Group Limited, or to the initial purchaser purchased through an authorized EIG vendor. Third party claims will not be entertained.
- EIG warrants that each product be free from defects in material and workmanship.
- The warranty shall be valid for the period mentioned in the applicable area of the policy for the products referred.
(Refer to Appendix 1A – Product and Warranty Period) seen on this document.
- If any Product which is covered by this warranty and is within the warranty period is determined to be defective, EIG, in its discretion will repair or replace the product or defective part or reimburse the Purchaser to the pro-rated value of the invoice.
(Refer to (D) EIG Prorated Chart for Ten (10) Yr. Products) seen on this document.
- For the purposes of clarity, ‘repair or replace the Product or the defective part thereof’ does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses.

- If EIG chooses to replace the Product and is not able to do so because it has been discontinued or is not available, EIG may refund the purchaser the pro-rated value (credit) or apply the prorated value (credit) of the product to a comparable product. No cash refunds will be issued.
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the warranty on behalf of EIG.
- This warranty only applies when the invoiced product has been properly installed according to manufacturing specifications and operated for the products intended use, operating range and environmental conditions.
- This warranty does not apply to damage or failure to perform arising because of Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be rendered null and void if any repairs and alterations not authorized by an EIG representative is made to the product in any form or fashion.
- All warranty products mentioned are subjected to a representative having access to the Product or system for verification of non-compliance.
- This is a limited liability warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, EIG representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.
- With respect to products sold to the Purchaser by EIG, but not bearing the EIG name or sub-brands, EIG makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent of items only retailed by EIG and permitted by law and relevant contracts, the warranties of the manufacturer of the respective product.
- In no circumstances shall EIG be liable for any consequential loss or damage or liability in excess of the invoiced cost of goods sold. This includes loss of limbs, loss of life, loss of business, loss of use, replacement cost though unintended use or application of product different to manufacturer's guidelines. Defects in quality shall not be grounds for the cancellation of the remainder of the order or contract.
- A restocking charge is applicable for all conforming products being returned after invoicing.

(B) Exclusions from Warranty

This warranty shall not apply to problems attributable to, or because of:

- (a) Improper installation or misapplication of parts.
- (b) Chain or system failures induced by other products or components.
- (c) Lack of proper inspection or maintenance or failure to provide a suitable operating environment.
- (d) Lack of proper storage and handling as well as First in First Out (FIFO) requirements.
- (e) Power surges, fire, unusual mechanical, physical or electrical stress, severe weather conditions or acts of nature, including but not limited to, lightning or floods.
- (f) Usage or operation not in accordance with published ratings, specifications or instructions, including but not limited to identified environmental specifications.
- (g) Manufacturing defects or malfunctions of supplemental systems, additions, attachments, accessories or items.
- (h) Any adjustments, modification, alteration, removal or repair of any part of the product not expressly authorized by EIG in writing.
- (i) Accidental damage, misuse, abuse, neglect, negligence, impact, infestation or unauthorized access of the product or of any system of which the warranted product is a part.
- (j) Use of the product for purposes other than which it was designed.
- (k) Mishandling during shipment of the product.
- (l) Cost and Ownership of Liability - For all customer visits an applicable minimum call out charge of \$250.00 TTD is payable by the customer to the technician upon arrival regardless of product, status or defined liability.
- (m) The Technician shall invoice the customer for the visit as stated above and for any non-liability repairs that are executed upon customer request. A receipt will be issued for these charges and signed by the technician and the customer.
- (n) The Purchaser is responsible for immediate examination of items received. Customer received signatures on invoices therefore denote full acceptance of all items in required condition for use. Warranties are not applicable after the defined product and warranty period seen below in Appendix 1A below.

(C) APPENDIX 1A – PRODUCT & WARRANTY PERIOD

PRODUCT	WARRANTY PERIOD
PVC PIPES	One (1) year from date of applicable invoice
PVC PIPES (Grey Sewer)	Six (6) months from date of applicable invoice with conformance to applicable storage and handling
PVC FITTINGS	One (1) year from date of applicable invoice
ELECTRICAL PIPES (Conduit)	One (1) year from date of applicable invoice
ELECTRICAL FITTINGS	One (1) year from date of applicable invoice
HDPE PAILS	Six (6) months from date of applicable invoice with conformance to applicable storage and handling
HDPE CRATES	Six (6) months from date of applicable invoice with conformance to applicable storage and handling
METER BASES	One (1) year from date of applicable invoice
PANELS	One (1) year from date of applicable invoice
ELECTRICAL TRUNKING	One (1) year from date of applicable invoice
FIRE HYDRANTS & ITS COMPONENTS	One (1) year from date of applicable invoice
PLANTERS	Six (6) months from date of applicable invoice with conformance to applicable storage and handling
ELECTRICAL CABLES	One (1) year from date of applicable invoice
LIGHTING PRODUCTS	Two (2) years from date of applicable invoice
GE PRODUCTS	Two (2) years from date of applicable invoice
WATER HEATERS (TANKLESS)	One (1) year from date of applicable invoice
WATER HEATER (TANK)	Two (2) years from date of applicable invoice
WATER PUMPS	Two (2) years from date of applicable invoice
WATER PUMPS ACCESSORIES/ PARTS	One (1) year from date of applicable invoice
WATER HEATER ACCESSORIES/ PARTS	One (1) year from date of applicable invoice
WATER TANKS	Ten (10) years prorated from date of applicable invoice
SEPTIC TANKS	Ten (10) years prorated from date of applicable invoice
STEEL POLES	No warranty once customer signed and accepted in good condition
ALL OTHER DISTRIBUTED PRODUCTS	As per the specific warranty stated by the OEM from the date of the applicable invoice.

Note: No claims shall be entertained if the product that is claimed to be defective is removed from its installation or tampered with in any way before and inspection and site visit is conducted. Assessments must be conducted to determine the product installation requirements. This is applicable to Electrical Cables, Water Heaters and Water Pumps.

(D) EIG Prorated Chart for Ten (10) Yr. Products.

EIG Invoice Date to Claim			(Months)				
0-36	37-45	46-55	56-65	66-75	76-85	86-95	96- 120
FREE	60%	50%	40%	30%	20%	10%	5%
EIG Prorated Value (%)							

Note: (1) To be applied only to EIG Ten (10) Year Warranty based Products.
(2) All other products refer to Appedix 1 A (Page 4) seen above

(F) Guaranteed of Workmanship and Materials:

- If after delivery of the goods any material or workmanship is presented by the Purchaser to be defective, the Purchaser shall notify EIG in writing so EIG may undertake to examine same and should any faults due to defective workmanship or goods of EIG manufacture after proper use by the Purchaser be found, warranty will be applied.
- EIG will make reasonable efforts to repair and if the item cannot be repaired then it shall replace the defective part or parts without charge ex -factory but subject as aforesaid to all express and implied warranties or conditions statutory or otherwise as to quality or fitness for any purpose of the goods are hereby expressly excluded.
- EIG has a sole responsibility under this warranty to repair or replace, at its option and expense, any type of EIG manufactured or distributed product found to be defective during either installation or during normal and proper use.
- This warranty does not apply to normal wear and tear or damage caused by negligence, lack of maintenance, accident, abnormal operation, improper installation or service, unauthorized repair, fire, floods, and acts of God. All costs incidentals to repairing or replacing defective products, including but not limited to removal, disassembly, reinstallation and reconstruction, will be borne by the purchaser, and in no event will EIG be liable for such costs.
- In no event will EIG be liable for any incidental, special, consequential or punitive damages of any nature or kind, however arising, whether in contract, tort or otherwise, even if EIG is deemed to be aware of the possibility of such damages
- EIG, in no event, will be responsible for any claims or damage arising out of or connected with this warranty or the manufacture, sale, delivery, installation, or use of the product(s) more than the purchase price of the product(s).
- This Warranty Policy and its Terms and Conditions will be governed by the Trinidad and Tobago Sale of Goods Act Chapter 82:30 and construed in accordance with the laws of the Republic of Trinidad and Tobago only.

- THE FOREGOING CONSTITUTES EIG'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITIES. ELECTRICAL INDUSTRIES GROUP (EIG) MAKES NO OTHER WARRANTIES ON ITS PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ELECTRICAL INDUSTRIES GROUP (EIG) RESERVES THE RIGHT TO AMMEND THIS WARRANY POLICY AT ANY TIME EITHER THROUGH ITS WEBSITE, MEDIA OR PRINTED DOCUMENT
- ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

END