

NUVO ENERGY AFRICA

NE-GIK-XXX

Warranty Rev 1.0



1 Table of Contents

- 1 TERMS & CONDITIONS FOR WARRANTY OF NUVO ENERGY NE-GIK-XXX PRODUCTS1
 - 1.1 LIMITED WARRANTY1
 - 1.2 EXTENDED WARRANTY1
 - 1.3 WARRANTY TERM CONDITIONS.....2
 - 1.4 LIMITATIONS OF LIABILITY2
 - 1.5 DISCLAIMER.....2
- 2 TERMS & CONDITIONS FOR WARRANTY OF THIRD-PARTY PRODUCTS.....4
- 3 TERMS & CONDITIONS FOR WATTMON POWER CONTROL.....5
 - 3.1 DISCLAIMER OF WARRANTY5
 - 3.2 LIMITATIONS OF LIABILITY5

1 TERMS & CONDITIONS FOR WARRANTY OF NUVO ENERGY NE-GIK-XXX PRODUCTS

By using the product, you accept the following terms and conditions:

1.1 LIMITED WARRANTY

Nuvo Energy warrants that its NE-GIK-XXX Product and/or genuine add-on devices ('Goods' and 'Add-On Goods') are free from defects in material and workmanship, according to the following terms and conditions:

- I. The limited warranty for all genuine NE-GIK-XXX products and devices extends for the first twelve (12) months beginning on the date of purchase of the product.
- II. The limited warranty extends only to the original purchaser ('Buyer') of the Product. It is not assignable or transferable to any subsequent purchaser / end user.
- III. During the limited warranty period, Nuvo Energy or its authorized service centres will repair or replace, at option, any defective products, or parts thereof with new or factory rebuilt replacement items and return the product to the customer in working condition. Customer will not be required to pay for either parts or labour in repairing or replacing the product provided such defects are covered under the terms and conditions of this limited warranty. Nuvo Energy reserves the right to retain any part(s) or component(s) replaced, at its discretion, in the event of a defect noticed in the equipment.
- IV. Warranty claim expenses relating to deinstallation, reinstallation or transport to Nuvo Energy or its authorized service centres, is at the customer's expense. If Nuvo Energy or its authorized service centre deems a warranty claim to be valid claim, the transport costs of a new or repaired system will be at Nuvo Energy's expense.
- V. Repaired Product will be warranted for the balance of the original warranty period. Moreover, the time taken for repair/replacement and in transit whether under the warranty or otherwise shall not be excluded from the warranty period.
- VI. The external housing, enclosure and cosmetic parts shall be free of defects at the time of shipment and, therefore, shall not be covered under these limited warranty terms.
- VII. Upon request from Nuvo Energy or any authorized service centre, the Buyer must provide a purchase receipt or other information to prove the date and place of purchase.

1.2 EXTENDED WARRANTY

Nuvo Energy may offer the Buyer, at its discretion and at an additional cost, the option to extend the limited warranty of the NE-GIK-XXX Goods.

While this would affect the duration of the warranty, the terms set forth remain as per the limited warranty and shall not be altered in any manner. The warranty violations will remain the same as well.

1.3 WARRANTY TERM CONDITIONS

This Warranty will not be applicable in any of the following circumstances:

- I. Defects or damages resulting from use of the Product in other than its normal and instructed manner, as determined by the authorized service centre / Nuvo Energy personnel.
- II. Warranty shall be void if the Product has failed due to defects or damages from abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Nuvo Energy, including damage caused by dropping, blown fuses, voltage surges, spills of food or liquid.
- III. Products which have had their original serial number removed, obliterated, or altered in any way.
- IV. Defects due to causes beyond control like lightening, abnormal voltage, natural calamities, or Acts of God, or while in transit to the service centre.
- V. Defects or malfunctions of the product not notified by Buyer during the warranty period.
- VI. Damage resulting from use of non Nuvo Energy-approved accessories.
- VII. Warranty does not cover the normal wear and tear of all plastic or metal surfaces and all other externally exposed parts.
- VIII. Warranty does not cover any third-party accessories such as micro SD cards, batteries, power adapters and cables. Nuvo Energy will not be held liable for damage resulting to any devices interfaced with NE-GIK-XXX products.
- IX. Defects caused by household pets, rats, cockroaches, ants, or any other animals or insects.

1.4 LIMITATIONS OF LIABILITY

NUVO ENERGY IS NOT RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, SYSTEMS FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

Under no circumstance is Nuvo Energy liable for loss of damages to records, information, or data on the Product. Buyer is advised to take regular back-ups, especially before handing over the unit for repair. In case of repair, micro SD contents may be wiped and unrecoverable, and the customer will not be informed in advance. The company shall not be liable for any data, records or settings lost due to repair.

Buyer agrees to indemnify and hold Nuvo Energy harmless from and against all loss, cost, expense, or liability (including reasonable attorney's fees) arising out of a claim by a third-party based upon Buyer's use of the Product. Buyer also agrees to indemnify and hold Nuvo Energy harmless from any loss or damages to Nuvo Energy related to, or associated with Buyer's customizations, updates and/or modifications to the Product's software.

1.5 DISCLAIMER

No other express warranty is applicable to this Product. The duration of any implied warranties, including the implied warranty of marketability, is limited to the duration of the express warranty herein.

Nuvo Energy neither assumes nor authorizes any authorized service centre or any person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty.

Nuvo Energy assumes no responsibility for data lost or devices rendered unusable whether as a result of improper use, repairs, defects, or any other cause. All warranty information, Product features and specifications are subject to change without notice.

2 TERMS & CONDITIONS FOR WARRANTY OF THIRD-PARTY PRODUCTS

Nuvo Energy warrants to uphold and honour the warranty for any and all third-party Products ('Add-On Goods') as per the terms of the manufacturer, for the duration of twelve (12) months from the date of purchase of the product.

In the absence of expressly stated terms of the third-party Products, Nuvo Energy may choose to honour the warranty for said products for the duration of six (6) months from the date of purchase of the Add-On Goods.

3 TERMS & CONDITIONS FOR WATTMON POWER CONTROL

By Using The Licensed Product / Software, You Accept The Following Terms And Conditions:

3.1 DISCLAIMER OF WARRANTY

The Software / Licensed Product is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by the Buyer (also referred to as the Licensee). Should the Software prove defective, the Licensee and not Nuvo Energy / Cynergy (also referred to as the Licensor) assume the entire cost of any service and repair.

No Employee, Agent or Representative of Nuvo Energy / Cynergy has the Authority to bind the Licensor to any Oral representation or Warranty concerning the Licensed Material / Software. Any Oral or Written Representation or Warranty not expressly contained herein shall not be enforceable by the Licensee.

3.2 LIMITATIONS OF LIABILITY

NUVO ENERGY / CYNERGY IS NOT RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, SYSTEMS FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES.

Licensee agrees to indemnify and hold Licensor harmless from and against all loss, cost, expense or liability (including reasonable attorney's fees) arising out of a claim by a third party against Licensor based upon Licensee's use of the LICENSED PRODUCT / SOFTWARE.

Licensee also agrees to indemnify and hold Licensor harmless from any loss or damages to Licensor related to, or associated with Licensee's customizations, updates and/or modifications to the Software.

Licensor shall have no liability to Licensee for any damage sustained by Licensee as a result of Licensee's use of the LICENSED PRODUCT / SOFTWARE, whether such damages would arise as a result of breach of contract, tort or otherwise. Licensee has tested the LICENSED PRODUCT / SOFTWARE and relies on its own judgment in utilizing it.

Purchasing the NE-GIK-XXX products and Power Control software implies that you have carefully read the Power Control terms and conditions as set out above and within the NE-GIK-XXX data loggers, and have accepted the same without any exception.