

Warranty for BEKA Schröder (Pty) Ltd
Glassfibre-reinforced polyester (GRP) pole range
Revision 06/2022

1. GENERAL TERMS

A. Scope

The warranty set forth below is provided by BEKA SCHRÉDER with respect to BEKA SCHRÉDER and/or SCHRÉDER® branded Glassfibre-reinforced polyester (GRP) pole range designed, manufactured, and sold by BEKA SCHRÉDER (hereinafter referred to as "Products") sold to its end-customers (hereinafter referred to as "Customers") either directly or through authorized distributors or dealers.

This warranty is effective for purchases of Products on or after the effective date set forth below. BEKA SCHRÉDER reserves the right to change this warranty without prior notice. Any such change shall be effective for all orders placed with BEKA SCHRÉDER (or its authorized distributors or dealers) on or after the effective date of such change.

B. Warranty Coverage

BEKA SCHRÉDER warrants that each Product will be free from defects in materials and workmanship subject to all conditions and limitations contained in this warranty for a period of 15 (fifteen) years for the Glassfibre-reinforced polyester (GRP) pole, (hereinafter referred to as "Warranty Period"), from the date of delivery to the Customer and if such date is unknown, the date of invoice to the Customer.

BEKA SCHRÉDER manufactures the Glass Fibre Reinforced Polyester (GRP) poles and are compliant to the specifications as per SANS 1749:2011

In case of defective products covered by this warranty, BEKA SCHRÉDER shall at its sole discretion repair or replace such Products.

2. LIMITATIONS AND CONDITIONS

This warranty shall apply only in following countries and territories: Republic of South-Africa, Sub-Sahara Africa

This warranty is strictly limited to the repair or replacement of Products. All other costs (e.g. dismounting, freight for defective parts or Products, removal and reinstallation, transport time, tools for lifting and scaffolding or other costs coming from an installation breakdown, etc.) are explicitly excluded. Likewise, parts, elements and/or accessories added to the Product after its delivery are also explicitly excluded.

The Customer must demonstrate that any default, defect or damage to a Product or part thereof does not result from or is not directly or indirectly caused by (i) accidents, improper packaging or storage, inappropriate transport conditions, negligence in handling (ii) installation,

operation or maintenance not in line with BEKA SCHRÉDER's specifications, guidelines, and instructions and, where applicable, (iii) external events such as acts of nature, acts of God, fires, explosions and force majeure events or exposure to chemical substances.

This warranty does not apply if:

- The Product has been subjected to mechanical loads which are inconsistent with its intended use.
- The Product has been exposed to any garden maintenance tools causing damage to the external coating.
- The Product is stored with extra load over and above the specified limit.
- the Product or any part thereof, has been repaired, replaced, adjusted, or altered by a third party not expressly authorized by BEKA SCHRÉDER.
- The Product has been installed incorrectly by a third party and not adhering to standard installation instruction practices and guidelines.
- The Product been exposed to any external damage caused by any type of accident of vehicle or foreign object.
- Neither Party will be liable for any failure or delay in performing an obligation under this warranty that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, terrorist act, epidemic, acts of war, pandemics, death, labor strikes, riots, crime or property theft, natural disasters (like blizzards, earthquakes, hurricanes or excessive winds).

Should the Product be installed in a harsh environment, notably chemical site, the Customer must inform BEKA SCHRÉDER, which shall prescribe necessary precautions like additional, specific treatment and painting that the Customer should comply with, including the regular respect of the prescribed maintenance actions during operation.

C. NO IMPLIED OR OTHER WARRANTIES

The warranties explicitly granted herein are the only warranties given by BEKA SCHRÉDER in connection with the Products supplied to its Customers and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement, all of which are hereby disclaimed.

In no event shall the liability of BEKA SCHRÉDER cover costs or damages that are consequential, special, incidental including loss of revenue/profits, damage to property, work stoppage, idle assets, loss of production, costs incurred by closed roads, road signs or traffic

deviations. BEKA SCHRÉDER's liability for all claims made under this warranty with respect to a Product item exceed the total payments made by the Customer for that Product item. Moreover, the Customer shall not be entitled to request and/or claim any payment extensions, price reductions or the termination of the supply contract if any.

No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of BEKA SCHRÉDER.

3. WARRANTY CLAIMS

The Customer must immediately notify BEKA SCHRÉDER of a possible claim in writing from discovery of the defect or damage and, in any event within the Warranty Period, and give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details, etc.);
- Manner in which and environment circumstances under which the Products have been used;
- Name, variant, model and serial numbers (if available) of the defective Products;
- Copy of the invoice and delivery note;
- Installation date; and
- Detailed problem description.

A Customer may only ship a defective Product back to BEKA SCHRÉDER if BEKA SCHRÉDER has issued an RMA (Return Material Authorization) for that Product.

BEKA SCHRÉDER representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release BEKA SCHRÉDER from its warranty obligations hereunder with respect to the affected Product. Damaged parts, debris etc. should not be disposed of until written authority is given by BEKA SCHRÉDER.

Non-conforming or defective Products or parts shall become BEKA SCHRÉDER's property as soon as they have been replaced.

If after issuance of an RMA, it is determined that the Customer has no warranty protection for the Product(s) shipped under the RMA, BEKA SCHRÉDER is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.

The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product.

Effective Date: 1 July 2022