

COOPER POWER (PTY) LTD

STANDARD SALES TERMS

& OPTIONAL EXTENDED WARRANTY TERMS

Supplier	Cooper Power (Pty) Ltd
Effective date	29 July 2026
Version	1.4
Application	Sales, supply, installation, commissioning, repairs, servicing and optional extended warranties

Important: These terms are intended for use with Cooper Power quotations, order confirmations and invoices.

Part A - Standard Sales Terms and Conditions

1. Application and acceptance

These terms apply to every quotation, sale, supply, delivery, installation, commissioning, service or other transaction concluded between Cooper Power (Pty) Ltd ("Cooper Power") and the purchaser or customer ("Customer"), unless Cooper Power agrees otherwise in a written document signed by an authorised representative.

The Customer accepts these terms by signing or accepting a quotation, issuing a purchase order, paying a deposit, permitting work to begin, accepting delivery, or otherwise proceeding with the transaction. Any terms appearing on the Customer's purchase order or other document do not amend these terms unless Cooper Power expressly accepts them in writing.

2. Quotations, specifications and orders

Quotations are valid for the period stated in the quotation, or 7 days if no period is stated. A quotation is an invitation to transact and remains subject to stock availability, supplier confirmation, exchange-rate movements, specification verification and written order acceptance by Cooper Power.

- 2.1** The Customer must verify the equipment description, quantity, voltage, phase configuration, runtime, load, dimensions, delivery address and scope of work before accepting the quotation.
- 2.2** Runtime figures are estimates based on the load, battery condition, temperature, power factor and assumptions stated in the quotation. Actual runtime may differ.
- 2.3** Cooper Power may correct an obvious clerical, pricing or calculation error before delivery. If the correction materially changes the price or scope, the Customer may cancel the affected item before it is ordered or manufactured.
- 2.4** Special-order, imported, configured, manufactured, modified or Customer-specific equipment may not be cancelled or returned once procurement or production has started, except where required by applicable law or agreed in writing.

3. Prices and taxes

Prices exclude VAT unless expressly stated otherwise. Delivery, off-loading, rigging, installation, cabling, switchgear, electrical reticulation, software, network configuration, permits, certificates and commissioning are excluded unless specifically itemised in the quotation.

- 3.1** Where an exchange-rate, customs, freight, supplier-price or statutory-charge change occurs before Cooper Power places the supplier order, Cooper Power may revise the price upon written notice.
- 3.2** Additional work or material outside the quoted scope will be charged separately after Customer approval, except urgent work reasonably required to prevent injury or material property damage.

4. Payment

Payment is due in accordance with the quotation or approved credit terms. Unless otherwise stated, sales are cash before delivery or collection. Orders exceeding R100,000 may require a 70% deposit with the balance payable before delivery or commissioning. Special-order or APC equipment may require full payment before processing.

- 4.1** A deposit is deemed received only once cleared and irrevocably available in Cooper Power's nominated bank account.
- 4.2** Cooper Power may suspend procurement, manufacture, delivery, commissioning, support or warranty service while an undisputed amount is overdue, to the extent permitted by law.
- 4.3** Overdue amounts bear interest at the prime lending rate published by Cooper Power's principal bank plus 2% per annum, calculated daily, unless a different lawful rate is stated in the quotation or credit agreement.
- 4.4** The Customer is responsible for reasonable debt-recovery and legal costs permitted by law.

5. Ownership and risk

Ownership of goods remains with Cooper Power until the full purchase price and all related amounts have been paid. Risk of loss or damage passes to the Customer upon delivery, collection or installation at site, whichever occurs first, except to the extent that loss or damage is caused by Cooper Power.

- 5.1 Until ownership passes, the Customer must keep the goods identifiable, insured and free from any lien or encumbrance and may not sell or dispose of them outside the ordinary course of business.
- 5.2 Where lawful and after reasonable notice, Cooper Power may recover unpaid goods in which it retains ownership, without prejudice to its other rights.

6. Delivery, collection and delays

Delivery and completion dates are estimates unless expressly guaranteed in writing. Cooper Power is not liable for delay caused by suppliers, shipping, customs, strikes, utility interruptions, site readiness, access restrictions, force majeure or circumstances beyond its reasonable control.

- 6.1 The Customer must inspect delivered goods and record visible shortages or transit damage on the delivery note. Hidden damage must be reported promptly after discovery.
- 6.2 If delivery or commissioning is delayed because the site is not ready or access is unavailable, Cooper Power may invoice the balance, storage, standing time and additional visits.
- 6.3 Uncollected equipment may attract reasonable storage charges after written notice. The risk in paid or specially procured equipment remains with the Customer while stored for delayed collection or site readiness.

7. Site access, installation and commissioning

Unless specifically included, the Customer is responsible for suitable electrical reticulation, compliant protection devices, earthing, ventilation, structural support, network connectivity, safe access and a clean, dry and secure installation area.

- 7.1 The Customer must disclose hazardous conditions, restricted-access requirements, operating loads, generator characteristics and other information reasonably required for safe installation.
- 7.2 Unless otherwise quoted, commissioning includes one attendance during normal working hours. Repeat visits caused by site conditions, third parties or Customer delay are chargeable.
- 7.3 A certificate of compliance is supplied only where included in the quotation, after the relevant work is complete and the account has been settled in full.
- 7.4 The Customer may not energise, relocate, modify or connect equipment contrary to Cooper Power's or the manufacturer's instructions.

8. Customer-supplied information and load suitability

System sizing and recommendations rely on information supplied by the Customer. Cooper Power is not responsible for under-sizing, reduced runtime or incompatibility caused by incomplete or inaccurate load data, undisclosed start-up currents, harmonics, future load additions or unsuitable upstream supply.

9. Returns and order cancellations

Returns require Cooper Power's prior written authorisation and proof of purchase. Subject to applicable law and the quotation:

- 9.1 Unused standard stock returned within 7 days in original, complete and saleable condition may be accepted for full credit.
- 9.2 Unused standard stock returned from 8 to 30 days may attract a handling or restocking charge of up to 30%.
- 9.3 Goods are not returnable after 30 days or if they are special-order, imported for the Customer, manufactured or configured to order, installed, used, damaged, incomplete, missing packaging, batteries, or electronic components, except where applicable law requires otherwise.
- 9.4 Approved refunds or credits may be reduced by lawful collection, testing, restoration, missing-item and handling costs.

10. Testing, repairs and uncollected items

Inspection and testing may attract the quoted testing fee, whether or not a repair is approved. The estimated assessment period is 7 to 14 business days but may vary according to fault complexity and parts availability.

- 10.1 The testing fee may be deducted from an approved repair where the quotation expressly allows it.

10.2 Repair quotations must be accepted within their stated validity period.

10.3 Equipment not collected within 90 days after written notice that it is ready may attract storage charges and may, after further lawful notice, be dealt with as permitted by law.

Part B - Standard Warranty

11. Warranty periods

Unless a quotation or manufacturer warranty expressly provides a longer period, the following Cooper Power warranty periods apply from delivery or commissioning, whichever occurs later, provided commissioning is not delayed by the Customer for more than 30 days:

Product or work	Standard warranty
UPS, inverter and AVR equipment	12 months, unless otherwise stated
PG-series UPS equipment	3 years, where stated on the quotation
AGM, GEL and calcium batteries	6 months
12.8 V LiFePO4 batteries	3 years, subject to model terms
48-52 V LiFePO4 batteries	3-10 years, according to the specified model and manufacturer terms
Deye inverters	5 years, with optional 10-year cover where separately purchased and confirmed
Installation workmanship	3 months
Chargeable replacement parts, excluding batteries	6 months, or longer where stated

12. What the standard warranty covers

The standard warranty covers a proven defect in materials, manufacture or Cooper Power workmanship arising under normal, specified operating conditions. Cooper Power will, subject to applicable law, inspect and repair the covered defect or replace the defective component or equipment with the same or an equivalent item.

12.1 Parts and workshop labour are included. On-site labour is included only where the quotation or warranty confirmation expressly provides on-site cover.

12.2 Travel time, mileage, accommodation, flights, freight, courier charges, rigging, removal and reinstallation are excluded unless expressly included.

12.3 Replacement may use new, refurbished or functionally equivalent parts where lawful and appropriate. Replaced components become Cooper Power's property where a replacement is supplied.

13. Battery warranty

Battery warranties cover manufacturing defects, not the achievement of an indefinite runtime or retention of original capacity. Battery performance naturally reduces with age, temperature, cycling, depth of discharge, charging conditions and storage.

13.1 A battery claim may require charger logs, BMS data, service history, load information and an on-site or workshop test.

13.2 Ordinary capacity deterioration, end-of-design-life, excessive cycling, deep discharge, prolonged discharged storage, cell imbalance caused by operating conditions and operation outside specified temperature or charging limits are excluded.

13.3 Where a manufacturer warranty is pro-rated, cycle-limited, throughput-limited or capacity-retention based, those conditions also apply.

13.4 Replacing one battery does not warrant that it will match the age, capacity or performance of the remaining batteries in an older string. Cooper Power may recommend replacement of a full string at the Customer's cost where mixing batteries is technically unsuitable.

14. Warranty exclusions

The warranty does not cover a failure, damage or deterioration caused or contributed to by:

14.1 normal wear and tear, consumable parts, cosmetic damage or expected battery-capacity reduction;

14.2 overloading, incorrect sizing information, excessive start-up current, harmonics or use outside rated specifications;

14.3 incorrect installation, connection, operation, storage, transport, relocation or maintenance by the Customer or a third party;

14.4 unauthorised opening, modification, repair, programming or use of non-approved parts;

14.5 mains connected to an equipment output, reversed polarity, incorrect voltage or phase sequence, neutral or earthing faults, surges, lightning or external electrical faults;

14.6 generator incompatibility, unstable frequency or voltage, fuel contamination or another upstream supply condition;

14.7 corrosion, salt air, excessive dust, moisture, water, pests, vibration, inadequate ventilation, excessive heat, fire, flood, impact, theft, vandalism or other environmental or accidental causes;

14.8 failure to complete prescribed maintenance, replace end-of-life batteries or act on a written service recommendation where that failure caused or materially contributed to the claim; and

14.9 force majeure or a fault in third-party equipment, software, networks, cabling or accessories not supplied by Cooper Power.

15. Warranty claims

The Customer must notify Cooper Power promptly, provide the invoice or serial number, describe the fault and permit reasonable diagnostic access. Cooper Power may require the equipment to be isolated, returned to its workshop or made available for inspection before approving a claim.

15.1 No third-party repair or replacement cost may be recovered from Cooper Power unless Cooper Power authorised it in writing beforehand, except where applicable law provides otherwise.

15.2 If testing shows that the fault is not covered, the Customer is responsible for the reasonable testing, travel, freight and service costs disclosed or approved before the work.

15.3 Warranty service does not include temporary or loan equipment unless specifically contracted.

16. Effect of repairs and replacements

A repair or replacement under warranty does not renew, restart or extend the original equipment warranty or any extended-warranty period. Cover remains subject to the original expiry date.

16.1 A newly installed or reconditioned repair part and the labour required to install it receive any minimum separate warranty required by applicable law, or a longer period expressly confirmed by Cooper Power in writing.

16.2 Where applicable consumer law requires a different remedy following a failed repair, that law prevails.

Part C - Optional Extended Warranty Terms

17. Activation and duration

An extended warranty applies only if it is separately quoted, paid for in full and identified against the covered equipment and batteries by description or serial number. The optional 12-month extension applies separately after each covered item's standard warranty expires.

- 17.1** For a UPS with a 12-month standard warranty, the 12-month extension applies from month 13 through month 24, resulting in 24 months' total UPS warranty cover.
- 17.2** For covered AGM or calcium lead-acid batteries with a 6-month standard warranty, the 12-month extension applies from month 7 through month 18, resulting in 18 months' total battery warranty cover.
- 17.3** The extension is not offered on GEL, lithium-ion or other battery chemistries unless Cooper Power expressly agrees otherwise in writing.
- 17.4** Each extended warranty has fixed expiry dates and is not automatically renewable.
- 17.5** The extended warranty must be purchased together with the original equipment and will commence automatically when the applicable standard warranty expires. Extended warranty cover cannot be purchased after the original sale unless Cooper Power agrees otherwise in writing, following an inspection of the equipment.
- 17.6** The extended warranty is attached to the specified equipment and batteries and may not be transferred to other equipment. Transfer to a new owner or site requires Cooper Power's prior written approval and may require inspection.

18. Scope of extended cover

The extended warranty covers the repair or replacement of a covered UPS component, together with covered AGM or calcium lead-acid batteries, that fails because of a defect in material or manufacture during the applicable extended period, subject to all standard-warranty exclusions and these additional terms.

- 18.1** Battery cover is limited to the AGM or calcium lead-acid batteries expressly identified in the accepted quotation. GEL, lithium-ion and all other battery chemistries are excluded.
- 18.2** Battery cover remains subject to the battery exclusions in clause 13, including ordinary capacity deterioration, end-of-design-life, excessive cycling, deep discharge and operation outside specified charging or environmental limits.
- 18.3** Unless expressly listed, the extended warranty excludes capacitors, fans, filters, contactors, fuses, surge-protection devices and other consumable or life-limited components.
- 18.4** Preventative maintenance, software changes, firmware upgrades, call-outs, travel, mileage, freight, removal, reinstallation and temporary equipment are excluded unless separately included.

19. Mandatory maintenance

Extended-warranty cover is conditional on prescribed preventative maintenance being completed by Cooper Power at the stated intervals and the Customer implementing material corrective recommendations within a reasonable period.

- 19.1** Unless the quotation states otherwise, maintenance visits are separately chargeable and are not included in the extended-warranty price.
- 19.2** The standard maintenance interval is at least twice per year. Quarterly servicing may be required in dusty, humid, corrosive, high-temperature, high-utilisation or other severe environments.
- 19.3** Missing a service does not invalidate an unrelated claim where the missed service did not cause or contribute to the failure, to the extent required by applicable law.

20. Repair, replacement and obsolescence

Cooper Power may repair the covered item or replace it with an equivalent item where repair is impractical or uneconomical. Replacement equipment may differ in brand, appearance or specification but will provide substantially equivalent functionality.

- 20.1** If parts or equivalent equipment are no longer reasonably available, Cooper Power may offer a fair contribution toward replacement, having regard to the covered equipment's age, condition and remaining extended-warranty period.

20.2 A repaired or replacement item remains covered only until the original extended-warranty expiry date, subject to clause 16.1.

20.3 The extended warranty does not guarantee uninterrupted operation, parts availability, a repair timeframe or identical replacement equipment.

21. Aggregate extended-warranty limit

To the maximum extent permitted by law, Cooper Power's total aggregate contractual liability for all claims under an extended warranty is limited to the original invoiced purchase price, excluding VAT, of the specific covered equipment that gave rise to the claim.

21.1 The limit applies collectively to all repairs, parts, replacements and other remedies supplied under the extended warranty.

21.2 This limit is a liability ceiling and not a prepaid repair-credit account. Cooper Power does not ordinarily reduce or report a running 'warranty balance' after each repair.

21.3 Amounts attributable to installation, delivery, electrical work, servicing, software, batteries not expressly covered and other services are excluded when calculating the limit.

21.4 Nothing in this clause limits a remedy or liability that applicable law does not permit Cooper Power to limit.

22. Extended-warranty exclusions

In addition to clause 14, the extended warranty excludes pre-existing faults, equipment that was not operating correctly when cover commenced, failure to complete required remedial work, use beyond the equipment's rated service life, and deterioration that would ordinarily be addressed by preventative or lifecycle maintenance.

Part D - General Legal and Commercial Provisions

23. Limitation of liability

To the maximum extent permitted by law, Cooper Power is not liable for indirect, special or consequential loss, including loss of profit, revenue, production, data, use, opportunity or business interruption arising from delay, equipment failure or services.

23.1 Except for liability that may not lawfully be limited, Cooper Power's aggregate contractual liability arising from a transaction is limited to the amount paid for the specific goods or services giving rise to the claim.

23.2 The Customer is responsible for appropriate business-continuity measures, data backups, redundancy and safe shutdown procedures.

23.3 Nothing excludes liability for fraud, wilful misconduct, gross negligence where it may not lawfully be excluded, or harm for which applicable law prohibits limitation.

24. Manufacturer warranties

Where Cooper Power supplies third-party branded equipment, any manufacturer warranty is passed through to the Customer to the extent permitted by that manufacturer. Manufacturer procedures, exclusions and remedy limits may apply in addition to these terms. Cooper Power does not promise wider manufacturer cover than it has received.

25. Force majeure

Neither party is liable for delay or non-performance caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, strike, port or customs delay, transport interruption, supplier failure, utility failure, government action or shortage of materials. Payment obligations already due are not excused.

26. Confidentiality, software and intellectual property

Each party must protect confidential technical, commercial and security information received from the other. Software, firmware, manuals, drawings and designs remain subject to the rights and licence conditions of Cooper Power or the relevant owner. The Customer may use them only for the supplied equipment and may not unlawfully copy, reverse engineer or distribute them.

27. Personal information

Each party may process business-contact and transaction information reasonably required to quote, supply, service, administer accounts, perform credit checks, prevent fraud and comply with law. Each party must process personal information in accordance with applicable data-protection law, including the Protection of Personal Information Act where applicable.

28. Breach and suspension

If a party commits a material breach and fails to remedy it within 7 business days after receiving written notice, the other party may exercise its lawful remedies. Cooper Power may suspend performance immediately where reasonably necessary for safety, non-payment, insolvency risk or unlawful conduct, subject to applicable law.

29. Notices

Notices must be delivered by hand, courier or email to the physical or email address stated in the quotation, order or most recent written notice. An email is deemed received on the next business day unless a delivery-failure notification is received.

30. Governing law and jurisdiction

South African law governs the transaction. The parties consent to the jurisdiction of a competent South African court. Cooper Power may institute proceedings in a Magistrates' Court having jurisdiction even where the amount would otherwise exceed that court's ordinary monetary jurisdiction, without preventing either party from approaching another competent court.

31. General

If any provision is invalid or unenforceable, it is severed or limited to the minimum extent necessary and the remaining provisions continue. A waiver is effective only if recorded in writing and applies only to the specific instance. No indulgence or delay is a waiver. Headings assist navigation and do not limit interpretation.

32. Consumer-protection savings

These terms must be interpreted consistently with the Consumer Protection Act 68 of 2008 and other applicable law. Where the Customer is entitled to a statutory right or remedy that cannot be waived, limited or excluded, that right or remedy prevails over an inconsistent provision in these terms.