



Efficient Water  
Solutions

## Heat Pump Hot Water Systems

### Warranty, Servicing and Maintenance Considerations

## Service, Maintenance & Monitoring Agreement

Entered Into Between

**Efficient Water Solutions (Pty) Ltd registration no: 2015/142779/07 (“EWS”)**

And

\_\_\_\_\_ **registration number: (“The Customer”)**

Reference no.:

Site address:

(This agreement extends beyond the original purchaser to subsequent owners of the system during the original warranty period.)

### 1.0 Introduction

- 1.1 “EWS” is an importer and installer of Heat Pump water heating systems (hereinafter referred to as “the equipment”)
- 1.2 “EWS” has sold “the equipment”, as referred to in 1.1 above, to “the Customer”.
- 1.3 The purpose of this document is to set out the agreement between “EWS” and “the Customer” in terms of which “EWS” undertakes to service “the equipment”.

### 2.0 Warranty Of The Equipment

- 2.1 The equipment as supplied by “EWS” is warranted to operate according to the manufacturer’s specification.
- 2.2 It is expressly stated by “EWS” that the warranty provided by “EWS” will only be honoured provided “the equipment” is serviced by “EWS” or its authorised appointed subcontractors or agents.
- 2.3 **During the warranty period of twelve months “EWS” will replace free of charge those parts of “the equipment” as may be necessary to maintain “the equipment” in good running order. “EWS” will inspect the system, and upon concluding that a failure resulted from defective equipment supplied by “EWS”, “EWS” will repair or replace the failed part/s with labour free of charge. “The Customer” will however be liable for any labour content which does not fall under the warranty.**
- 2.4 **On the expiration of the warranty period the customer will be liable for both the labour cost and cost of any components replaced.**

### 3.0 Damage To The Equipment

- 3.1 If in the opinion of “EWS” the equipment has been damaged in any way “the Customer” will be held liable for the repair costs.
- 3.2 If “EWS” finds that any unauthorised technicians have worked on or tampered with “the equipment” “EWS” reserves the right to void the warranty.

#### 4.0 Consequential Damage

4.1 It is an express condition of this agreement that “EWS’s” obligations will be limited to the repair or replacement of parts of “the equipment” to restore the equipment to the state in which it is ordinarily used and fit for purpose, and “EWS” will in no way be liable for any consequential damage that may arise from the malfunctioning of “the equipment”. These consequential damages are not limited to but include the loss of revenue, loss of opportunity, loss of profit, loss of production and loss of business or any incidental expenses resulting from any breach of this warranty, such as inconvenience, damage to residence, damage to movable or immovable property, lost time or use of the system.

#### 5.0 Routine Servicing

- 5.1 The Heat Pumps need to be inspected and cleaned every three months. A service schedule will be provided.
- 5.2 During the first twelve months the servicing of the equipment should be viewed as being obligatory so as to abide by the warranty conditions.
- 5.3 The cost of servicing varies for each installation and is a function of the number and size of the Heat Pumps installed.
- 5.4 Service fees are paid in advance on either a monthly or annual basis. We offer a discount if service fees are paid annually in advance.
- 5.5 To ensure the efficient operation of “the equipment” it is essential that routine servicing is carried out as specified by “EWS”.
- 5.6 This service agreement covers the costs of labour and parts for the routine servicing.
- 5.7 The Heat Pump Hot Water System should provide the user with years of trouble-free operations when properly serviced.
- 5.8 Any **Call-out** over and above the routine services is charged at R695.00 for the first hour and R225.00 per hour thereafter. After Hours are levied at one and a half of call-out rates.
- 5.9 A job card will be issued for a representative of “the Customer” to sign on site once the work has been completed and an invoice will be raised by “EWS” to “the Customer” accordingly.

#### 6.0 On-line Monitoring

- 6.1 “EWS” has developed an on-line real-time performance monitoring system which enables “EWS” to detect system malfunction remotely usually even before the user is aware of the problem. SMS notification of problems is also provided and is included in the servicing fee.
- 6.2 “EWS” will provide the business management system (BMS or body corporate) user names and passwords to gain access to this on-line monitoring system.
- 6.3 “EWS’s” CRM will dispatch Service and Maintenance teams accordingly.
- 6.4 The monthly payment of R495.00 covers the administration and data costs of the monitoring.

#### 7.0 Billing/Payment

- 7.1 “The Customer” may be billed either monthly in advance or annually in advance.
- 7.2 If billed annually in advance an early payment discount of 8% will be applicable.
- 7.3 This annual payment will be due by 1 January of each year for the ensuing year.
- 7.4 The amount payable will be reviewed annually for both servicing and call-out rates.
- 7.5 “EWS” reserves the right to adjust rates and prices. Notice will be given in writing.

#### 8.0 Agreement Commencement

- 8.1 The commencement date is the same date that the site gets commissioned on: \_\_\_\_\_
- 8.2 We encourage “the Customer” to insure “the equipment” as of this commencement date.

#### 9.0 “EWS” Banking Account Details:

**Account Holder:** Efficient Water Solutions (Pty) Ltd  
**Type of account:** Cheque  
**Name of Bank:** ABSA  
**Branch Code:** 632-005  
**Account Number:** 40-86-422-781  
**Reference:** .....

#### 10.0 Premium Detail (Exclusive of VAT)

Description	Advance Payment	
	Monthly	Annually
Equipment service	R 0.00	R 0.00
Deron HP Monitor	R 495.00	R 5 465.00
<b>Total</b>	<b>R 495.00</b>	<b>R 5 465.00</b>

**11.0 Termination Of Agreement**

- 11.1 This agreement may be terminated subject to 30 days written notice. Bear in mind that if **“the Customer”** terminating the agreement within the 12 month period this may void the warranty.
- 11.2 Any monies due by either party to the other will be calculated on a pro rata basis and will become due as at the effective date of the cancellation.

**Schedule Of Equipment**

Category	Model	Qty	Date Installed
Heat Pumps	DE92	0	
Monitor	Deron	1	

**“The Customer’s” name**

I, \_\_\_\_\_, hereby declare that I am duly authorised to sign on behalf of **“the Customer”**.

Thus signed at: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

ID: \_\_\_\_\_ Capacity: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

**Efficient Water Solutions (Pty) Ltd**

I, \_\_\_\_\_, hereby declare that I am duly authorised to sign on behalf of the **“EWS”**.

Thus signed at: \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

ID: \_\_\_\_\_ Capacity: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_