

WARRANTY PROCEDURE

Product Warranty

As long as the correct battery is chosen, installed, maintained, and used under normal conditions in accordance with the Pro Touch Battery cc. application guide and original vehicle manufacturer's specifications, Pro Touch Battery cc. confirms that its automotive Protec Batteries are free of material and workmanship defects for the first 12 (twelve) months for its Gold Range and 24 (twenty-four) months for its Platinum – EFB and AGM range from the date of purchase by the end user.

Warranty Claim Terms and Conditions

IPro Touch Battery cc. agrees, at its sole discretion, to repair, recharge, or replace the Battery in the event that it becomes defective, malfunctions, or fails during the warranty period, subject to the following terms and conditions:

1. The purchase receipt must be presented.
2. The battery's warranty exclusively applies to the final user. This warranty is exclusive to the Republic of South Africa.
3. Unless otherwise agreed upon by the parties, the warranty only covers material and workmanship faults on the Battery; consequential or transportation charges are not covered.
4. Pro Touch Battery cc.'s warranty commitments are supplementary to the provisions of the Consumer Protection Act 68 of 2008 ("CPA") for South Africa. If the CPA applies to the purchase, it will only apply to the original buyer, only for the length of the warranty, and only if the buyer can provide confirmation that they originally bought the battery. The validity of the Battery warranty claim under the terms and conditions of this Battery warranty remains subject to any remedy granted to the Buyer by the CPA.
5. The new battery will only be protected by warranty for the remaining time on the original receipt in accordance with the claims procedure, if a warranty claim is approved and the battery is replaced.
6. As soon as the end user discovers the supposed battery fault, they must file a potential warranty claim. In order to return the supposedly defective battery, along with the initial claim paperwork, to an official retailer, the end user or the vendor must transport the vehicle or the battery there and execute the brand claims procedure, which is available at an approved store.
7. A Pro Touch Battery cc. representative will examine the product, claim paperwork, and store inspection findings after the battery has been returned to any of the participating shops.

PLEASE NOTE: For a test to be considered legitimate, the battery needs to be charged to at least 12.6V outside the car or 13V inside. For an accurate test result, the battery needs to be charged and retested first if the Battery is less than 12.6V when the retailer inspects it or when a representative from our company comes up for the inspection. Depending on the level of power, charging could take up to 24 hours.

The product will subsequently be picked up by the representative, who will assess if it is indeed faulty and has not performed or malfunctioned. If more examination is required, the product may also be submitted for laboratory testing. The inspection procedure will be conducted by video call and/or email along with photographic documentation if the retailer is too far away for a representative to visit in the same week that a battery is handed in for examination.

WARRANTY PROCEDURE

8. Pro Touch Battery cc. shall, at its sole discretion, decide the legitimacy of the warranty claim based on the results of the battery inspection and notify the end user of the claim's progress. If Pro Touch Battery cc. determines that the claim is legitimate, Pro Touch Battery cc. may attempt to repair and recharge the existing one or replace it with a new one if need be. In the event that the battery needs to be replaced, the replacement battery will be covered for the balance of the original warranty.

9. An alternator test must be carried out following a battery replacement or installation to make sure the vehicle charge rate stays between 12,8V and 14,2V.

10. If any one of the following circumstances any warranty claim will be void:

A. The battery was not installed correctly, it was not used for the purpose for which it was designed, it was not the right type or capacity for the vehicle in which it was installed, it was improperly installed, the vehicle's electrical and charging system did not meet the original manufacturer's specifications, there were modifications made, or non-standard electrical extras were installed that were not authorised by the Pro Touch Batteries branch or an authorised retailer at the time the battery was installed. These could include, but are not restricted to, extra lights, radios, and audio equipment. Using the battery in a cycle activity will also void the guarantee. Additional lights could include emergency and flashing lights.

B. The battery breakdown or non-performance was caused by misuse or abuse, incorrect charging, improper maintenance, overcharging, freezing, overfilling, underfilling, tipping over, using the incorrect battery acid, water, or additives, missing or loose vent caps, excessive use, abnormal wear and tear, tampering, damaged terminals, cracked or damaged battery case, and damage from the battery not being properly secured or incorrectly mounted, and/or damage from external events like collisions, fires, and Acts of God.

C. Applications for which the battery was not designed were any industrial or commercial machinery, automobiles, or cycling duties. It was also utilised for solar and/or renewable energy power systems and other non-auto starting applications.

D. After being tested and recharged, the battery can be put back into use.

E. Inaccurate information was given, or there is insufficient proof of acquisition.

F. The battery information is inaccurate and does not match the manufacturing records of Pro Touch Batteries; it was modified, the battery does not have the original labels and markings and descriptions; or it is not an authentic Pro Touch Batteries imported battery.

G. If the battery is no longer covered by warranty, this is not a credible claim.

H. If the battery has any other visible external abuse, such as:

1.) A cracked and/or damaged case

2.) Signs of overcharging (a swollen case, electrolyte discharge, battery labels that curl up and/or become yellow, battery sweating, or a battery charging test that shows a higher than permitted charge rate)

3.) Damaged Poles (damaged, melted, bent by excessive force, indented or scratched)

4.) Modified/Tampered Data codes

5.) Forced removal of a sealed cover

WARRANTY PROCEDURE

CLAIMS PROCEDURE FOR DAMAGES

The following process, which should be read in conjunction with the relevant product warranty, must be followed with regard to claims resulting from any malfunction, defect, failure, or hazardous characteristic of a product.

1. The official Pro Touch Battery cc. claim form must be filled out by the end-user with a proof of receipt attached. Periodically, the process will be modified to accommodate improvements.
2. All documentation demonstrating the scope and expense of the harm or damage (such as quotes or invoices for repair services) must be attached to the Pro Touch Battery cc. claim form if it seems that any person or property has been harmed or damaged as a result of the defect, malfunction, failure, or potentially dangerous nature of the product. It is also necessary to include information regarding any actions that may have been done to prevent or minimise any damage brought on by the product's flaw, malfunction, failure, or dangerous feature.
3. The products, along with the claim form and any supporting documentation, must be returned to any Pro Touch Battery cc. Branch.
4. The Claimant has thirty days from the date of discovery of the fault, malfunction, failure, or dangerous characteristic to take the aforementioned actions.
5. A Pro Touch Battery cc. representative will inspect or collect the product after it has been returned to any of the company's branches. This is done to ascertain whether the product is, in fact, hazardous or defective, or if it was damaged or failed, and if so, whether the issue, failure, or dangerous characteristic resulted in harm to individuals or property damage.
6. Following inspection of the product, claim form, and supporting documentation, Pro Touch Battery cc. will ascertain whether the product is, in fact, dangerous or faulty or has malfunctioned or failed. If so, Pro Touch Battery cc. will make an offer to remedy the malfunction, failure, or defect, as well as, if relevant, any harm incurred.
7. These options will always include remedies provided for buyers under the Consumer Protection Act when these remedies are applicable to the facts of the case and where the time for such remedies set out in the Consumer Protection Act has not expired. Examples of these remedies would be replacement or maintenance of the product.
8. The person claiming may designate an impartial third party to evaluate the claim at his expense if the Pro Touch Battery cc. representative's conclusion is contested. The Pro Touch Battery cc., representative will re-evaluate his findings and advise whether or not to proceed if the independent assessor arrives at a different conclusion after doing this.
9. Claimants will always be able to use the particular procedures outlined in Chapter 3 of the Consumer Protection Act to pursue claims against subpar, unsuitable, failed, harmful, unsafe, or faulty products as defined by the Consumer Protection Act.
10. The Claimant will be required to sign a discharge form in order to complete any resolution or settlement of a claim pertaining to a defect, malfunction, failure, or dangerous characteristic and, where applicable, any consequent harm.