

# RUBICON

## General Terms and Conditions

Symion Automation and Energy (Pty) Ltd, and its subsidiaries (“**Rubicon**”), is a provider of sustainable technology and renewable energy products, software and related services. All transaction entered into with Rubicon shall be subject to these general purchase terms and conditions (“**Terms**”).

### 1. Definitions

In these Terms, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them –

- 1.1. “**Customer**” means any individual or entity for whom Rubicon has marketed, sold, supplied or will supply services or products to;
- 1.2. “**CPA**” means the Consumer Protection Act 68 of 2008;
- 1.3. “**Charge Card**” means any card, credit device or carrier which contains a unique identification/serial number issued by Rubicon;
- 1.4. “**ECTA**” means the Electronic Communications and Transactions Act 25 of 2002;
- 1.5. “**EPC**” means engineering, procurement, and construction companies;
- 1.6. “**Business Day**” means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa;
- 1.7. “**Order**” means an order by a Customer that is placed upon Rubicon via this website to purchase Goods;
- 1.8. “**Goods**” means all products made available for sale or purchase on this website;
- 1.9. “**Approved Installer**” means a competent and qualified EPC that has been approved, or alternatively, appointed by Rubicon to install the relevant Goods supplied by Rubicon;
- 1.10. “**Terms**” means these standard purchase terms and conditions contained on this website; and
- 1.11. “**Parties**” means the parties to any transaction in terms of an Order, and “**Party**” shall refer to any one of them, as the context may require.

### 2. Pricing, Deposits, Credit and Processing

- 2.1. All amounts quoted to the Customer are estimates only and shall be subject to a site visit in order to confirm final pricing, whereafter the Customer may accept the quote.
- 2.2. Order requests shall be processed within [-] days and shall at all times remain subject to availability of Goods and receipt of payment. Orders and delivery shall be confirmed and communicated by way of electronic and/or telephonic communication.
- 2.3. Unless otherwise agreed between Rubicon and the Customer in writing, delivery and installation will only commence once the Customer has paid the full purchase price as stipulated in the Order.
- 2.4. **Any applicable deposits and/or co-payments not received within 10 days from the date of Rubicon receiving the Order shall constitute automatic cancellation of the Order. Rubicon shall be under no obligation to commence or execute any Order until such time that all applicable deposits and/or co-payments have been received and processed by Rubicon.**
- 2.5. The estimated monthly repayments and interest rates applied to the pricing displayed on the website is used for the purpose of generating an estimate only and is in no way indicative of the rate and finance that a Customer may actually qualify for, nor is it confirmation that a Customer will be approved for financing. Financing options displayed are subject to change based on a Customer’s individual credit profile and additional costs that may be charged by third party financing partners.
- 2.6. By using the website and obtaining financing through Rubicon’s financing partners, the Customer agrees to indemnify and hold Rubicon, its subsidiaries and affiliates, harmless from any and all claims, damages, or expenses arising directly or indirectly from or related to the Customer’s use of the financing information displayed on the website.

### 3. Return and Refunds

- 3.1. The provision of Goods and services by Rubicon is subject to availability. In cases of unavailability, Rubicon will notify the client and Rubicon will refund the client in full within 30 (thirty) days of such notification. Rubicon may present an alternative product with similar specifications which the Customer can either accept or decline.
- 3.2. The Customer must inspect all Orders upon receipt and contact Rubicon immediately if a defect is discovered or if an item appears to be damaged, or if the Customer has received the incorrect item, so that Rubicon may evaluate the issue and attempt to resolve it.
- 3.3. If the Customer wishes to request a return, the Customer can contact Rubicon at [support@rubiconsa.com](mailto:support@rubiconsa.com).
- 3.4. Please further note that returns are to be sent and delivered to the following physical address:  
**1B Hansen Close, Richmond Park, Cape Town, Western Cape, South Africa.**

- 3.5. A Customer may return any Goods purchased 7 (seven) days after the date of receipt of the Goods and shall obtain a full refund for those Goods within 30 days from the date of cancellation. To be eligible for a return, the Goods must be in the same condition in which the Customer received it, unworn or unused and in its original packaging as well as accompanied by the proof of purchase and receipt of the Goods. Goods returned with incorrect packaging will be charged to the Customer.
- 3.6. If the Customer's return is accepted, Rubicon will send a return confirmation to the Customer, as well as instructions on how and where to send or deliver the Goods the Customer wishes to return. Items delivered to Rubicon without first requesting a return will not be accepted.
- 3.7. Returns not done in accordance with the timelines of these Terms, or otherwise agreed between the Customer and Rubicon shall be dealt with in terms of either the implied or original manufacturer warranty or will be rejected.

**3.8. Nothing in terms of paragraph 3 will affect the Customer's 6-month warranty provided for by the CPA.**

**4. Cancellations**

- 4.1. An Order may be cancelled or returned without penalty within 7 (seven) days of the Goods having been delivered to the Customer, provided that the Goods have not been removed from their original packaging, was not tampered with, misused or damaged by anyone other than Rubicon.
- 4.2. The Customer, however, will still be liable for the direct costs of returning of the Goods.
- 4.3. A Customer may only be able to request cancellations in terms of the timelines as stated herein and in accordance with the CPA and/or ECTA.
- 4.4. Rubicon will at all times be entitled to cancel and/or reject any Order due to the unavailability of stock and shall by no means be held liable for any reason related to stock unavailability.

**5. Delivery**

- 5.1. Subject to the provisions contained in this paragraph 5, Rubicon shall deliver or otherwise execute an Order within 30 days after the Order was received, unless otherwise agreed between Rubicon and the Customer in writing.
- 5.2. Any delay and/or anticipated delay in delivering the Goods shall be immediately communicated to the Customer. If Rubicon fails to deliver within 30 days, or otherwise on the agreed date, the Customer shall be entitled to cancel the transaction with 7 days' written notice to Rubicon.
- 5.3. If Rubicon delivers within the agreed time, and the Customer cancels thereafter, the Customer shall be responsible for all costs incurred by Rubicon in performing its obligations, subject to any applicable laws.
- 5.4. Where Rubicon is unable to perform or execute an Order due to the unavailability of stock or services, Rubicon will notify the Customer immediately and refund all payments made by the Customer within 30 days of such written notice, unless it is agreed that alternative Goods will be provided to the Customer's satisfaction.
- 5.5. It is expressly agreed that Rubicon will not be held liable for any delays caused by loadshedding, specifically relating to site visits, installation and commissioning. Rubicon will also not be held liable for any delays due to vis major or force majeure events, as set out in paragraph 8.
- 5.6. Rubicon will not be held to timelines as set out in these terms and conditions in instances where the delay is caused by the Customer which would render performance impossible, including but not limited to, failure to take delivery on the agreed date and location, being overseas without an agreed rescheduled delivery date or providing incorrect or inaccurate delivery locations.
- 5.7. Should Rubicon, at the Customer's instruction, agree to engage a courier company in order to transport and deliver the Goods, the Customer shall be liable for the costs of delivery which shall be specified on the quote and/or sales Order. Rubicon will procure that the Goods be delivered by no later than 30 days after date of acceptance of the Order.

**6. Warranty**

- 6.1. **Any Goods purchased by a Customer from Rubicon are subject to the manufacturer's warranties. All other warranties either expressed or implied are expressly excluded.**
- 6.2. After conducting an inspection and Goods are found to be defective or damaged, Rubicon only liability in respect of the supply of defective Goods will in any event be strictly limited to:
  - 6.2.1. the repair and replacement of the defective Goods not yet used by the Customer; or
  - 6.2.2. a full refund to the Customer of the purchase price of the defective product not yet used by the Customer.
- 6.3. Rubicon shall be relieved of all responsibility and/or obligations in terms of paragraph 6.2, if:
  - 6.3.1. repairs, modifications or alterations were made to the Goods were made by anyone other than the Approved Installer, Rubicon or the manufacturer;
  - 6.3.2. Goods were not operated and maintained in accordance with Rubicon, the Approved Installer or the manufacturer's instructions;
  - 6.3.3. damage of the Goods was caused by anyone other than Rubicon or the Approved Installer;

- 6.3.4. Goods have not been installed by an Approved Installer authorised or approved by Rubicon, or otherwise any other installer without the written consent of Rubicon.
- 6.4. The following will not be regarded as a defect:
  - 6.4.1. faults resulting from normal wear and tear;
  - 6.4.2. damage or fault arising from negligence or incorrect usage of the Goods;
  - 6.4.3. damage arising from electrical surges;
  - 6.4.4. damage arising from unauthorized alterations; and
  - 6.4.5. where the specifications of the Goods, although accurately described on either the website or any user manual, do not suit your personal needs.
- 6.5. Any services provided to the Customer by an Approved Installer are subject to the warranties as provided by the Approved Installer. Rubicon shall not be held liable for any service-related warranty claims by the Customer.**
- 7. Ownership and Risk**
  - 7.1. Ownership of all Goods delivered or supplied by Rubicon will remain vested in Rubicon until the purchase price has been paid in full.**
  - 7.2. The risk shall pass to the Customer when the Goods are collected from Rubicon's premises and if delivery is to be made by Rubicon, then on delivery to the Customer.**
- 8. Force Majeure**
  - 8.1. If the performance of Rubicon's duties and obligations are prevented, restricted, or interfered with by reason of war revolution, civil commotion, blockade, embargo, strikes, proclamation, regulation, demand, pandemic or epidemic, or requirement of any government or any authority of any such government, or any other act or circumstance of any nature whatsoever, which is beyond the reasonable control of and could not be foreseen or overcome by Rubicon ("force majeure"), then Rubicon shall, after giving written notice to the Customer, be excused from such performance to the extent of such prevention, restriction, or interference, provided that Rubicon shall use its best efforts to avoid or remove such causes of non-performance, and shall continue performance hereunder as expeditiously as possible, whenever such causes are removed.
  - 8.2. Upon such circumstances arising, the parties shall meet to discuss what modification (if any) may be required to the terms stated herein, in order to arrive at an equitable solution.
  - 8.3. When the 30 (thirty) business days of suspension expires and the delay due to force majeure is still in force, anyone of the parties will be entitled to terminate an Order immediately. In such an event neither Party shall be entitled to claim any compensation and/or damages of whatsoever nature.
- 9. Breach**
  - 9.1. Should either Party breach any of the Terms herein ("**Defaulting Party**") and fail to remedy such breach within 15 Business Days after receiving written demand from the other Party ("**Innocent Party**"), the Innocent Party will be entitled, without prejudice to any other rights it may have, to either cancel any Order or claim specific performance by the Defaulting Party of all the Defaulting Party's obligations.
- 10. Special And Consequential Damages**
  - 10.1. Subject to the provisions of the Terms herein and any provisions to the contrary, neither Party shall, under any circumstances whatsoever, be held liable for consequential and/or special damages, including without limitation, loss of time, loss of production, loss of repair costs, loss of materials, loss of labour fees, loss of earning or loss of profits, arising directly or indirectly from, or in connection with, any transaction between the Parties and/or the execution of an Order.**
- 11. Customer Privacy Policy**
  - 11.1. Rubicon shall take all reasonable steps to protect the personal information of users. For the purpose of this paragraph, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 ("**PAIA**"). The PAIA may be downloaded from: <https://www.justice.gov.za/legislation/acts/2000-002.pdf>.
  - 11.2. Rubicon takes data protection seriously and safeguarding the privacy of the website is important to Rubicon. A Customer's submission of personal information through the website is governed by Rubicon's Privacy Policy, which may be accessed at: <https://group.rubiconsa.com/policies/privacy-policy>.
  - 11.3. A Customer, by disclosing or submitting their personal information to Rubicon, consents to Rubicon collecting, processing and storing their personal information and warrant that all data provided is true, accurate and correct.
- 12. Charge Cards**
  - 12.1. Where a Customer has been issued a Charge Card by Rubicon, it is the Customer's responsibility to keep such Charge Card secure. Rubicon will not be held liable from the unauthorised use of Charge Cards.

12.2. In the event the Charge Card is damaged, lost or stolen, it is the Customer's responsibility to contact and inform Rubicon as soon as reasonably possible using the contact details in paragraph 13. The Customer will be liable and shall indemnify Rubicon for any and all damage which may result from the loss, unauthorised use and theft of the Charge Card until Rubicon has successfully blacklisted and/or blocked the Charge Card. The Customer will also be charged a replacement fee for the issuing of a new Charge Card by Rubicon.

**13. Prescribed Information in Terms of Section 43 Of ECTA**

13.1. In accordance with the prescribed requirements of ECTA and applicable legislation, the following company information is disclosed:

<b>Company name</b>	: <b>Symion Automation and Energy (Pty) Ltd</b>
<b>Registration number</b>	: <b>2016/223769/07</b>
<b>Physical address</b>	: <b>1B Hansen Close, Richmond Park, Cape Town, 7441, South Africa.</b>
<b>Telephone number</b>	: <b>021 555 0570</b>
<b>Official Website</b>	: <a href="https://group.rubiconsa.com/">https://group.rubiconsa.com/</a>
<b>Email</b>	: <a href="mailto:support@rubiconsa.com">support@rubiconsa.com</a>

13.2. A copy of our PAIA Manual may be accessed at <https://group.rubiconsa.com/pages/paia-manual>.