



## LIMITED WARRANTY TERMS AND CONDITIONS

### Scope of warranty

1. Subject to paragraph 11 below, this Limited Warranty applies to each of the products listed in Annexure 1 ("Products"), which are purchased by you from any of the companies within the Rubicon Group<sup>1</sup> ("Rubicon").
2. For the purpose of this Limited Warranty, a "defect" means any failure, imperfection or other characteristic which renders the Product less useful, practicable or safe.
3. Rubicon warrants that the Product, including any components or parts manufactured and supplied by Rubicon along with such Product, is and will remain free from any defects in workmanship or materials for the relevant periods set out in Annexure 1 ("Warranty Period").
4. Rubicon shall, without charge, repair or replace any defective Product, component or part, covered by this Limited Warranty.
5. Rubicon may cede, delegate, assign, sub-contract or otherwise transfer the whole or any part of its obligations under this Limited Warranty to any other company within the Rubicon Group or any third party. The rights under this Limited Warranty may not be ceded, assigned, or otherwise transferred by you to your own customer without Rubicon's prior written consent. Any such cession, assignment, or transfer without Rubicon's consent will be void.

### Conditions

6. This Limited Warranty is subject to the following conditions:
  - a) You shall notify Rubicon within 14 days of the suspected defect being discovered.
  - b) You shall return the Product to the Rubicon office where you purchased the Product, or such other address agreed to by Rubicon during normal business hours, together with your proof of purchase and a detailed description of the defect.
  - c) Rubicon will inspect the Product, component, or part reported by you as defective and if a warranty claim is justified, the Product, component, or part will be repaired or replaced at our sole discretion, provided that we are obliged to return a properly functioning Product, component or part to you.
  - d) Any repair or replacement of any Product, component or part, will not extend the Warranty Period and the original expiry date of the relevant warranty will remain valid.
  - e) If any Product, component or part is replaced, ownership of the returned Product, component or part will vest in Rubicon from the date of return.

### Exclusions

7. Rubicon shall not be held responsible or liable under this Limited Warranty for any of the following:

---

<sup>1</sup> "The Rubicon Group" means any of the Symion Automation and Energy group of companies, including Rubicon Electrical Distributor (Pty) Ltd, Western Cape Rubicon Electrical (Pty) Ltd, Rubicon PLC Automation (Pty) Ltd, Rubicon Eastern Cape Electrical Distributors (Pty) Ltd and Rubicon Africa LTD. and its subsidiaries.

- a) Any defect caused by or resulting from the transportation, delivery, unpacking, installation or configuration of the Product;
- b) Any defect caused by or resulting from the use of the Product for a purpose other than its intended purpose, or in a way which is inconsistent with any technical specifications, operation manual, or other written instructions for use supplied with the Product or published by Rubicon.
- c) Any defect caused by or resulting from the Product being repaired, modified, adjusted, reconfigured or otherwise tampered with by any unauthorised repairer, or by you or your customer.
- d) Any defect caused by or resulting from any components, parts, or other materials used with the Product which were not supplied or authorised by Rubicon.
- e) Any defect caused by or resulting from misuse, abuse, or negligence by you, your customer, or any of your personnel, agents, or subcontractors.
- f) Any defect caused by or resulting from incorrect or inadequate maintenance or care of the Product.
- g) Any defect caused by or resulting from any unforeseen event or event outside the control of or not due to any fault of Rubicon, including vandalism, riot, unrest (civil war, demonstrations), war; earthquakes, floods, or any other Acts of God; overvoltage, fire, explosion or lightning; interruption of any power or electricity supply or other essential services.
- h) Normal wear and tear.

### **Original Manufacturer Warranty**

- 8. Rubicon may from time to time provide certain products which are manufactured by third party suppliers and manufacturers ("**Third Party Products**") and for which Rubicon is entitled to certain warranties and indemnities ("**Original Manufacturer Warranty**"). To the extent that Rubicon purchases, procures and provides any Third Party Products to you, Rubicon shall, to the extent permissible, assign and pass-through all the rights and benefits of the Original Manufacturer Warranty to you. Rubicon will use all such reasonable commercial efforts to assist in facilitating any claims by you in respect of the Original Manufacturer Warranty.
- 9. To the extent that the rights are not assignable by Rubicon, Rubicon shall, in its own name, take all such reasonable commercial efforts to enforce any claims and take any such actions as may be requested by you in writing, in respect of the Original Manufacturer Warranty provided that Rubicon shall be entitled to carry out an initial inspection of the relevant Third Party Products, component, or part reported by you as defective in order to establish if a warranty claim is justified.
- 10. Rubicon shall provide a copy of the Original Manufacturer Warranty to you.
- 11. Nothing in this Limited Warranty shall confer onto you any additional rights, benefits and/or remedies, in respect of the Third Party Products, which go beyond the Original Manufacturer Warranty. Your rights in respect of any Third Party Products are hereby expressly limited to the rights set out in the Original Manufacturer Warranty.

### **Disclaimer**

- 12. To the extent allowed by applicable law, Rubicon makes no express warranty, guarantee, or representation, whether written or oral, relating to the Product, and expressly disclaims all warranties and conditions not stated in this Limited Warranty, including any implied warranties of merchantability and fitness for a particular purpose.

13. Rubicon shall not be liable for any indirect or special damages, consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of business opportunities, or loss of any expected savings, regardless of whether those damages or loss arose from a claim in contract, delict, or any other cause of action.

#### **General provisions**

14. This Limited Warranty and any claims arising in connection with it shall be governed exclusively by the laws of South Africa.

15. If any provision of this Limited Warranty is held to be invalid, illegal or unenforceable, or needs to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected and those remaining provisions shall remain binding and enforceable.

16. No agreement to vary, add to or consensually cancel this Limited Warranty shall have any force and effect unless reduced to writing and signed by both parties.

*Ver. 3.1, Updated: July 2022*

**LIMITED WARRANTY TERMS AND CONDITIONS: ANNEXURE 1**

<b>Product Part Number</b>	<b>Description</b>	<b>Warranty Period</b>
SYNAPSE 600	UPS inverter charger	1 year from date of purchase
SYNAPSE 1000	UPS inverter charger	1 year from date of purchase
SYNAPSE 1000-12	UPS inverter charger	1 year from date of purchase
SYNAPSE 3.0+	Solar inverter charger	1 year from date of purchase
SYNAPSE 3.0V+	Solar inverter charger	1 year from date of purchase
SYNAPSE 5.0+	Solar inverter charger	1 year from date of purchase
SYNAPSE 5.0K+	Solar inverter charger	1 year from date of purchase
SYNAPSE 5.0KRM+	Solar inverter charger	1 year from date of purchase
SYNAPSE 7.2M+	Solar inverter charger	1 year from date of purchase
SYNAPSE H2O	Solar hot water controller	1 year from date of purchase
SYNAPSE-3.55KWH-48V-RM	Lithium LV battery	7 years + 3 years on registration*
SYNAPSE-2.4KWH-48V-RM	Lithium LV battery	7 years + 3 years on registration*
SYNAPSE-4.8KWH-48V-RM	Lithium LV battery	5 years
SYNAPSE-X-3.55KWH-48V	Lithium LV battery	7 years + 3 years on registration*
SYNAPSE-X-2.4KWH-48V	Lithium LV battery	7 years + 3 years on registration*
SYNAPSE-HV1-2.4kWH-RM	Lithium HV battery	7 years + 3 years on registration*
SYNAPSE-HV1-BMS	Lithium HV battery BMS	7 years + 3 years on registration*
SYNAPSE-LV-HUB	Lithium LV battery hub	7 years + 3 years on registration*
RUB-SOLAR-CBxx-xxxxVDC-DDF (all versions)	Solar string combiner box	1 year from date of purchase

\* Subject to the full warranty terms and conditions available on request.

*Ver. 3.1, Updated: July 2022*