

# 1. Terms and Conditions

Your attention is drawn to these Terms and Conditions because they should be read through carefully and attention should be paid thereto.

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## About Us

- 1.1 **Full name:** Adamantium Consulting (Pty) Ltd trading as Energy Independence (Pty) Ltd a private company duly incorporated and registered in accordance with the company laws of South Africa ("Energy Independence" alternatively referred to using the terms "we", "us" and "our")
- 1.2 **Registration Number of Adamantium Consulting (Pty) Ltd:** 2015/364804/07.  
**Adamantium Consulting Vat Number:** 4030273744  
**Registration Number of Energy Independence (Pty) Ltd:** 2021/539989/07
- 1.3 **Main business:** Sale of alternative energy solutions, batteries and back-up power solutions
- 1.4 **Email address:** sales@powerprovider.co.za
- 1.5 **Website:** www.powerprovider.co.za

By using our website, you consent to and agree with our terms, conditions and policies.

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## Application of Terms - Customer Acknowledgment

These Terms constitute a binding contract between "the Customer" and "Energy Independence (Pty) Ltd". "The Customer" acknowledges agreement and acceptance of these Terms by using the website, placing an order and making a purchase or shopping on our Website know as [www.powerprovider.co.za](http://www.powerprovider.co.za) (the "Site"). These Terms are subject to change without prior notice. Please keep up to date with the current terms and conditions

By placing an order with us you consent to and agree with our terms, conditions and policies.

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## General

We may make changes to these Online Terms and Conditions from time to time.

By continuing to use the [www.powerprovider.co.za](http://www.powerprovider.co.za) website you accept the version of the Online Terms and Conditions current at the time of your use. We recommend that you check this page for updates from time to time.

These Online Terms and Conditions are governed by the laws of South Africa, regardless of conflict of laws principles.

- If any part of these Online Terms and Conditions is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
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## Purchase price

Prices are listed on our Web site, and are subject to change without notice. All prices INCLUDE VAT unless otherwise stated.

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### **Shipping; Risk of Loss**

**Please allow up to 24 hours for your order to be processed.**

“Energy Independence” makes use of a private courier service and not the national postal service.

We typically ship out orders within **one business day after** they have been placed (this excludes weekends & public holidays) and payment confirmation received.

You will receive a shipping confirmation email (with a tracking / waybill number) as soon as your order has been processed and shipped.

**We ship countrywide, door to door. Please familiarise yourself with our shipping terms before placing an order.**

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### **Pricing Information; Availability; Errors and omissions Disclaimer**

Pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements.

All orders are subject to product availability. Therefore, we cannot guarantee that we will be able to fulfil customer's orders. If a product is no longer available, we will offer an alternative (subject to a partial refund or pay in, depending on the price difference of the alternative), or offer a full refund on the item that is out of stock.

We make every effort to ensure the accuracy of the information published on our website. However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

**Acceptance of order occurs once we start processing your order. Completing the order on our site does NOT constitute an acceptance of an order on our part.**

If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and you have paid, we shall immediately issue a refund. **We do not guarantee that our prices listed on other web sites or price engines are accurate or up-to-date.**

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### **Record of your transaction**

If you need to obtain a sales record of your transaction through the “Energy Independence”, [www.powerprovider.co.za](http://www.powerprovider.co.za) website, you can contact “Energy Independence” within 30 (thirty) days of the transaction.

Alternatively, a full record of every sale and related transaction between you and “Energy Independence” will be maintained on the [www.powerprovider.co.za](http://www.powerprovider.co.za) website for a period of 12 (twelve) months following the date of the purchase.

You will be able to view and print these records of your transaction during this period, after which time, you will be responsible for retaining your own record of the relevant transaction.

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### **Limitation of Liability**

Neither “Energy Independence” nor its affiliates will be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party.

Neither “Energy Independence” nor its affiliates will be liable for products not being available for use or for lost or corrupted data or software or the provision of services by third parties. “The Customer” agrees that for any liability related to the purchase of products or services provided directly by “Energy Independence” or its affiliates, neither “Energy Independence” nor its affiliates will be liable or responsible for any amount of damages above the rand amount paid by customer for the product(s) or service(s) giving rise to the claim.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labour problems, acts of war, terrorism, general insurrection, acts of god or acts of any government or agency.

We will not be held responsible for any typographical errors including instructions, descriptions, prices or terms.

We will not be held responsible for missing, damaged, or late package delivery by the courier.

Please ensure you have delivery of your item before scheduling 3rd party services to come through to your premises. With this said, “Energy Independence” will not be held liable for electrician, plumber, handyman or any other 3rd party service fees/call out costs incurred.

As per the nature of electronic items, “Energy Independence” will not be held liable for 3rd party fees/callout costs should the device be faulty.

**Full warranty will be honoured for any faulty item(s) themselves.**

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### **Orders: Payment Terms**

Full payment is due before shipment.

No item will be shipped out until Proof of Payment has been emailed to [sales@powerprovider.co.za](mailto:sales@powerprovider.co.za), if applicable.

We allow a maximum of 48 hours to complete order payment. Failure to do so will result in the order being cancelled.

“Energy Independence” has an agreement with “Payfast”, which is a South African based payments solution company. The relevant “Payfast” Terms and Conditions shall apply. These terms and conditions are available on their website, [www.payfast.co.za](http://www.payfast.co.za)

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### **Return of merchandise and Warranty**

We want you to be completely satisfied with your purchase. We therefore provide a 7 day money-back satisfaction guarantee on anything you purchase from “Energy Independence”.

If you are not satisfied or have changed your mind, we will accept returns of any product that you have ordered within 7 (seven) days of you receiving such product and refund you the full purchase price of the item if the following terms are met:

- the item is **not damaged** in anyway whatsoever;
- It is in an **unused condition and unassembled**;
- and it is **unopened** and in its **original packaging**.

To request a return please send an e-mail to [sales@powerprovider.co.za](mailto:sales@powerprovider.co.za)

Such return shall be subject to a handling fee of up to 15%

We will arrange for our dedicated Courier company to collect the item from you. This will be for your account. If a refund is due, delivery costs will be deducted

Once your return is received and inspected, we will send an e-mail to notify you that we have received your returned item. We will also notify you of the approval or rejection of the refund.

If the refund is approved, we will immediately reimburse you. Refunds can take up to 30 days to reflect in your account depending on your financial service provider.

**All items are covered by a 24 month warranty (unless otherwise stated) which will be honoured directly by our suppliers.**

**All products will either be replaced, repaired or refunded. Depending on the nature of the claim.**

**Products will require evaluation by “Energy Independence” and the relevant supplier before a warranty claim can be accepted and processed.**

We will be liable for return shipping if the item is subject to replacement.

Refunds are subject to inspection of item(s) - **in some cases, items will need to be sent to supplier for evaluation and testing. This can take up to 15 (fifteen) business days. Once a refund has been approved, this may take 30 days to be processed.**

No used items will be accepted for returns and refunds.

**“Energy Independence” reserves the right to refuse a refund if the item is damaged from misuse, items are missing, or if the product is altered in any way.**

Neither “Energy Independence” nor its affiliates are responsible for damage or loss of any kind that may occur as a result of using or misusing any product purchased from us. The warranty will not be valid.

The warranty will no longer be valid, and “Energy Independence” will not be responsible for damage or injury of any kind resulting from:

- Electricity fluctuations and surges, lightning strikes, faults in the building wiring, faulty installations, and improper use of controls
- Failure to use the product in accordance with the operating instructions and or general misuse and or abuse
- Damage caused by a superior force (force majeure) or if the product has been infested with insects or pests
- If the product is physically damaged **after** it left the store
- If water or liquid caused the damage to the product
- If the warranty seal is tampered with
- Any repair or tampering by an unauthorised person or attempt to repair or tamper with the equipment, or use of parts not supplied by authorised agents, or alterations or modification to the equipment

**This shall render the warranty null and void.**

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### **Returning of Incorrect merchandise delivered**

Energy Independence will make all reasonable efforts to ensure the product information, availability, purchase price and associated delivery times and fees are accurately reflected on this website

However, should we deliver the incorrect product(s) to you by mistake **please do not remove the product from its original packaging, do not assemble the product or use the product.**

Please send an email to [sales@powerprovider.co.za](mailto:sales@powerprovider.co.za) informing us of the mistake as soon as you become aware of the mistake or no later than 48 hours of receiving the item.

We will make all reasonable efforts to resolve the error as soon as possible by arranging collection of the incorrect product and arranging delivery of the correct product to you. Collection and delivery costs will be for our account.

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### **Our Newsletter**

Be the first to get new product info and special deals from [www.powerprovider.co.za](http://www.powerprovider.co.za)

Periodically we send out the Energy Independence Newsletter with updates about our products, services, subscriber-only discounts and specials, and giveaway notices.

**To unsubscribe:** Every correspondence will contain a one-click unsubscribe link so you can opt out anytime. Email us at [support@powerprovider.co.za](mailto:support@powerprovider.co.za) if you have any questions or concerns.

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## **Privacy and Security**

**At Energy Independence we respect your privacy** we collect information from you when you register on our website, place an order or subscribe to our newsletter.

When ordering or registering on our site, you will be asked to enter your name, email address or phone number and delivery address.

Any information we collect from you may be used in one or more of the following ways:

- To personalise your experience and to enable us to better respond to your individual needs;
- To improve our website;
- To improve customer service; and
- To process transactions.

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

After a transaction, your private information such as your credit card details are deleted and will not be stored on our servers.

We do not sell, trade or transfer your personal information to third parties. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential.

If we decide to change our privacy policy, we will post those changes on this page.

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## **Questions, complaints, comments or compliments**

We place great value on customer satisfaction. Questions, complaints, comments or compliments can sent via email to [support@powerprovider.co.za](mailto:support@powerprovider.co.za).

We will attempt to address your concerns as soon as reasonably possible and will contact you on receipt of any relevant inquiry or complaint.

In the event of a complaint, it will help us if you can describe the object of your complaint as accurately as possible and, where applicable, send us copies of your order or the order number that we assign you.

Should you not have received any reaction from us within 5 (five) business days, please make further inquiries. In rare cases, your emails may have been caught up in our spam filters or not reached us, or correspondence that we send to you may otherwise not have reached you.

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## **2. Payment Security Policy**

This policy applies to Registered customers who have purchased Goods through the “Energy Independence” on the [www.powerprovider.co.za](http://www.powerprovider.co.za) Website and who have active online store accounts with Energy Independence

It forms part of the [www.powerprovider.co.za](http://www.powerprovider.co.za) website and accordingly words defined in the Terms and Conditions shall have the same meaning in this Policy, unless the context indicates otherwise.

### **Payment Security**

Our payment gateway Payfast only use the strictest forms of encryption at checkout, namely and no credit card details are stored on this website.

3D Secure validation and security pin procedures set by 3D Secure are required for you to transact with us.

### **What is 3D Secure?**

3D Secure provides Visa and MasterCard cardholders with extra protection when purchasing online, and South African banks have now made this security step mandatory in order to protect you against the unauthorised use of your card for online transactions.

### **How does it work?**

**Already Registered:** Once you've entered your credit card details, you will then be redirected to 3D Secure. You will be prompted with a screen requesting a one time PIN (OTP) which is sent to your cell phone, or a PIN / password that you have chosen beforehand.

**Not Registered:** If you're a first time e-commerce shopper, or your card has not been registered yet, you will be prompted with a screen asking you to register for 3D Secure. Simply follow the on-screen prompts, it's easy.

### **Payment Options Accepted**

Payment may be made via Visa and Master Card credit cards or by bank transfer into the Adamantium Consulting (Pty) Ltd t/s Energy Independence (Pty) Ltd bank account, the details of which will be provided on request.

### **Credit Card Acquiring and Security**

Credit card transactions will be acquired for Adamantium Consulting (Pty) Ltd t/a Energy Independence (Pty) Ltd by Payfast who is an approved payment gateway for Investec Bank

### **Merchant Outlet Country and Transaction Currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is ZAR (South African Rand).

Need help?

If you're having trouble authenticating or registering with 3D Secure, please contact your bank for assistance. For more information regarding our security measures to ensure the privacy of your information, see our Privacy Policy.

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## **3. Warranties and Disclaimer**

## **Copyright & Disclaimer**

### **Electronic Communications**

When a customer visits the [www.powerprovider.co.za](http://www.powerprovider.co.za) website, such customer consents to receiving communications from Energy Independence and agrees that all agreements, notices, disclosures and other communications sent by Energy Independence satisfies any legal requirements including, but not limited to, the requirement that such communications should be in writing.

### **Copyright**

Copyright reserved to Energy Independence (Pty) Ltd. All rights not expressly granted are reserved.

Users may download, view and print content of this site for private and non – commercial purposes only.

Energy Independence cannot screen or edit all the content available from the [www.powerprovider.co.za](http://www.powerprovider.co.za) website and does not accept any liability for any illegal, defamatory or obscene content. Users are encouraged to inform Energy Independence of any content that may be offensive or illegal.

### **Intellectual Property Rights**

All the content, trademarks and data on this website, including but not limited to, software, databases, text graphics, icons, hyperlinks, private information, designs, agreements, are the property of or legally licensed to or legally accessed by Energy Independence and as such are protected from infringement by local and international legislation and treaties.

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## **4. Delivery and Returns Policy**

This Delivery and Returns Policy applies to Registered Customers who have purchased Products through Energy Independence (Pty) Ltd / [www.powerprovider.co.za](http://www.powerprovider.co.za) website and who have active online store accounts with “Energy Independence”

It forms part of the [www.powerprovider.co.za](http://www.powerprovider.co.za) website Terms and Conditions and accordingly words defined in the Terms and Conditions shall have the same meaning in this Policy, unless the context indicates otherwise.

### **Delivery Policy**

#### **Delivery Address**

We deliver Products only in the Republic of South Africa between Monday to Friday on business days and only during working hours (ie: between 08:00 – 17:00).

On checkout, you will need to indicate the physical address and area code within South Africa where you require delivery, as well as contact numbers to be used in connection with the delivery.



Energy Independence does not deliver Products to postal addresses.

Our courier partner will attempt to deliver the Products to the delivery address nominated by the Customer during the checkout process. In the event that there is nobody available to accept the delivery of the Products at such address on our courier's third attempt at a delivery, the Products will be returned to Energy Independence and the customer shall be responsible to arrange for the collection of the Products and to refund Energy Independence the wasted courier costs (if applicable).

## **Shipping and Delivery**

All online orders placed during the calendar week (Monday-Friday) with no public holiday interference should be received within three to five business days after the order process has been completed and payment is confirmed. Depending on your location, delivery may occur sooner.

In the event that Energy Independence experiences a high volume of orders, shipments may be delayed by a few days. Accordingly please allow additional days in transit for delivery. Should your order be delayed in excess of 7 business days, Energy Independence shall contact you via email or telephone.

"Energy Independence" charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling.

Shipping charges for your order will be calculated and displayed at checkout.

Delivery delays can occasionally occur. Delivery times are estimates only and we shall not be liable for any delays caused by the courier company.

Some outlying and rural areas may take longer to deliver to and would require a surcharge or would require special trips to be arranged.

## **Shipment confirmation & Order tracking**

You will receive a Shipment Confirmation email once your order has shipped containing your tracking / waybill number(s). The tracking number will be active within 24 hours.

## **Product Availability**

All products displayed on our website are subject to availability.

## **Returns Policy**

Products sold on this website generally carry the applicable supplier or manufacturers warranties (if any), unless stated otherwise.

The lifespan of Products sold by Energy Independence, which is indicated on the packaging or in the product documentation from time to time, is an approximate estimate only and the warranty period relating to such Products shall be the applicable period for the purposes of any claim by the Customer.

The Customer shall be entitled to return Products to Energy Independence where it is legally entitled to do so under the provisions of the Consumer Protection Act, 68 of 2008 ("CPA") or the Electronic Communications and Transactions Act 25 of 2002 ("ECTA").

If a refund has been authorised and processed, kindly allow up to 30 days for the money to reflect in your bank account depending on your financial services provider.

### **Your Right to Return Goods in terms of ECTA**

In terms of section 44 of ECTA you have the right to cancel any electronic transaction for the supply of Products within seven days after the date of receipt of such Products and to obtain a full refund for those Products within 30 days of the date of cancellation.

Where the Products s have already been delivered to you, you will be liable for the direct cost of returning the goods to us.

We will accept returns of any product that you have ordered within 7 (seven) days of you receiving such product and refund you the full purchase price of the item if the following terms are met:

- Provide Energy Independence within 7 (seven) days of receiving the product with your written notice of the cancellation via email
- the item is **not damaged** in anyway whatsoever;
- It is **New** and in an **unused condition and unassembled**;
- and it is **unopened** and in its **original packaging**.

Such return shall be subject to a **handling fee of up to 15%**

The return the Products to Energy Independence at your own cost using the Courier Company nominated by Energy Independence.

In the event that Energy Independence arranges for the return of the Goods, the cost of such return, together with the handling charge, shall be set off by Energy Independence against the refund of the purchase price;

Energy Independence reserves its right to refuse to accept the return of Products if any of the conditions which are set out above are not complied with by the Customer

### **Your right to return Goods in terms of the CPA**

In terms of the CPA, all Products sold to Consumers (as defined in the CPA) shall carry a 6 month warranty against defects.

Accordingly, in the event that Products which are sold to Customers (who are "Consumers" for the purposes of the CPA) are found to be defective within 6 months from the date of delivery of such Products to the Customer [or within such longer period as may apply in terms of an extended supplier warranty relating to the Product (if any)], the Customer shall be entitled to return the Products to Energy Independence and to demand the repair of such Product or the replacement thereof or a refund on the condition that:

- The Customer informs Energy Independence of the defect, via email, as soon as reasonably possible after the Customer becomes aware of the defect, but in any event within 6 months after delivery / collection of the Products (except in the case of an extended supplier warranty, which is set out below);
- The Customer, at its own expense, returns the Products to Energy Independence within the warranty period together with all accessories and parts that were sold with the defective item;

- Energy Independence is afforded the opportunity to inspect and / or test the Products so as to validate the return. If it is determined that:
- the Products are indeed defective, Energy Independence shall, inter alia, refund the Customer the delivery charges incurred for the return of the Products
- the returned Products are not defective, then a handling fee will be charged by Energy Independence.
- Customers will be notified of the aforesaid and asked how they want the Products returned to them in this instance. On the day the Customer is notified, he/she will have fourteen days to inform Energy Independence how they want the Products returned to them.
- In the event of the Customer not reverting to Energy Independence within the **fourteen days**, Energy Independence shall dispose of the Goods and no credit will be issued.

**The following shall not be regarded as “defects” in the Products:**

- Faults resulting from normal wear and tear;
- damage arising from negligence, user abuse or incorrect usage of the Products;
- damage arising from electrical surges or sea air corrosion;
- damage arising from a failure to adequately care for the Products;
- damage arising from unauthorized alterations to the Products; and
- where the specifications of the Products, although accurately described on the Website and generally fit for its intended purpose, does not suit you.
- Where there is no extended supplier warranty period, Energy Independence shall not agree to returns that fall outside of the 6 month period.

**Extended Supplier Warranty**

Products may have a supplier warranty that extends beyond the 6 month Standard Warranty.

If such Products are found to be defective more than 6 months after delivery / collection, the Customer shall notify Energy Independence, via email as soon as reasonably possible after the Customer becomes aware of the defect, but in any event within the extended supplier warranty period after delivery / collection of the Products.

Energy Independence shall then facilitate your return of the Products to the supplier at no charge.

Unfortunately Energy Independence cannot facilitate returns that fall outside of the extended supplier warranty period.

Please note that any extended supplier warranty is subject to whatever terms and conditions the supplier or manufacturer may impose. These are usually stated in a brochure or leaflet inside or on the product packaging. It is your responsibility to make yourself aware of any such terms and conditions. **You can download all Warranty forms on this website.**

It is also important to note that it will be in the supplier or manufacturer’s discretion what remedy it can offer you. **Energy Independence is under no obligation to provide you with a credit, repair / replacement, as your remedy lies with the supplier or manufacturer.**

**Incorrect Products Delivered**

The onus rests on the Customer to ensure that the Products ordered are appropriate for their intended use and/or purpose.

In the event that incorrect Products are delivered to the Customer (ie: Products that were not ordered by the Customer), the User shall notify Energy Independence within 48 hours of receiving such incorrect Products ,via email, of the error.

The Customer shall not remove the Products from their packaging or use the Products in any way.

If the Product is removed from its packaging the Customer shall be charged a handling fee of up to 15%.

If the Customer **removes the Product from its packaging and uses the Product**, Energy Independence will not accept the return of the Product nor offer a refund to the Customer.

Energy Independence shall arrange the collection of the incorrectly supplied Products from the Customer and shall deliver the correct Products (as initially ordered by the Customer) to the Customer as quickly as possible, at no charge to the Customer. The incorrect Product shall be subject to inspection upon arrival at Energy Independence.

Under no circumstances shall Energy Independence be held liable for any damages, of any nature whatsoever, due to late or delayed deliveries of the Products ordered by the Customer.

**Faulty or damaged Products delivered.**

Should Products be damaged or missing any parts or accessories at the time of delivery or collection , or if the incorrect item is delivered, then the Customer must **please notify Energy Independence** via email ([sales@powerprovider.co.za](mailto:sales@powerprovider.co.za)) **within 48 hours** of such delivery / non-delivery.

Once “Energy Independence” has inspected the Goods and validated the return, “Energy Independence” shall, at the Customer’s discretion, repair / replace the Goods as soon as possible (if such repair / replacement is possible) or credit the User’s account with the purchase price of the Goods (or refund the User if that is the User’s preference).

**No used items will be accepted for returns and refunds.**

**“Energy Independence” reserves the right to refuse a refund if the item is damaged from misuse, items are missing, or if the product is altered in any way.**

Neither “Energy Independence” nor its affiliates are responsible for damage or loss of any kind that may occur as a result of using or misusing any product purchased from us. **The warranty will not be valid.**

The warranty will no longer be valid, and “Energy Independence” will not be responsible for damage or injury of any kind resulting from:

- Electricity fluctuations and surges, lightning strikes, faults in the building wiring, faulty installations, and improper use of controls
- Failure to use the product in accordance with the operating instructions and or general misuse and or abuse
- Damage caused by a superior force (force majeure) or if the product has been infested with insects or pests
- If the product is physically damaged **after** it left the store
- If water or liquid caused the damage to the product
- If the warranty seal is tampered with
- Any repair or tampering by an unauthorised person or attempt to repair or tamper with the equipment, or use of parts not supplied by authorised agents, or alterations or modification to the equipment

**This shall render the warranty null and void.**

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