

Filcon Filters (Pty) Ltd – Message Disclaimer

This disclaimer applies to any message

This disclaimer applies to any message (like an email, SMS, social media post, or any other electronic communication) we publish or send, or which passes through our information system. It covers the contents of such message, any attachments, and all subsequent messages or attachments. If there is a conflict between this disclaimer and any other, this one will prevail.

Recipient of message from us

Messages are intended for the named recipient only. If that is not, you and you have received the message:

- Please notify the sender using the contact details contained in the message. If this is not possible, then use the quickest means possible (like telephone).
- You must delete the message you received once you have notified the sender.
- You must not forward, copy, disclose or distribute the message or its contents to anyone other than the intended recipient.
- You may not print, save or store the message or any of its contents in electronic or physical form.

Confidentiality

All messages are private and confidential, unless we specifically state otherwise or it is manifestly clear from the context (such as public social posts or official press releases). The message may be subject to legal privilege and client confidentiality. If you are not certain whether the message is confidential, please check with the sender. You must keep it confidential and not disclose it. Only the person to whom the message was sent may use it. Do not add the sender's contact details to a database for the purposes of direct electronic marketing without their prior written consent.

Personal information

Messages may contain personal information as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"). You must keep any such personal information confidential and may not use it for any purpose other than the one for which we provided it to you.

Copyright notice for message content

We own the content of our messages (and this message disclaimer), unless it is clear that someone else owns it. Copyright and other intellectual property laws protect the content. We reserve all rights we do not expressly grant.

Legal requirements related to message

By communicating with us electronically, you consent to receiving messages from us electronically and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies any legal requirement, including that it be "in writing". Unless we agree otherwise, we are only deemed to have:

- received a message once a person has responded to it; and
- sent a message once reflected as "sent" on our message server logs.

We are not responsible

While we try to prevent harm, damage, or loss that could relate to messages, we are not responsible or liable for any harm, damages, or losses (including any lost profits, business interruption, loss of programs or data, or data corruption) arising from any message, including:

- The presence of malicious software (malware).
- Alteration, incomplete transmission, or corruption of a message.
- Data loss, denial of service, or incorrect delivery.
- The interception of messages or their transmission over unencrypted Media.
- Any impact on your devices or systems.

We recommend that you virus check all messages you receive. **We give no warranty** regards any message.

Personal use by senders

The views or opinions expressed in any message are not necessarily ours. They may be those of the individual sender, in which case they are personally responsible (not us). If any message contains offensive, derogatory or defamatory statements or materials, it is outside the sender's scope of employment with us and only the sender can be held liable in their personal capacity.

Interception and monitoring

We reserve the right to intercept, monitor, filter, view, block, archive, backup, delete or disclose all messages. Employees and users do not have any privacy right in the creation, sending, receipt or storage of information (e.g. email messages, internet pages) on the systems of the organisation. If you do not want your message to be read by us, you must not communicate with us by messages.

Concluding agreements

We make no offer, warranty or representation in our messages, unless we state it specifically or if this is manifestly clear from the context. Our messages are merely an invitation to do business. However, we may rely on and hold you to your offers, warranties, representations or other statements you make in your messages. Our representatives are not authorised to conclude agreements or bind us by message, unless a duly authorised representative confirms it. Automated responses (such as delivery or read receipts) will not constitute a binding agreement.

Enquiries

If you have any questions about this disclaimer or our messages, please contact our helpdesk or reception.

Changes

We may change this disclaimer at any time. We will notify you of any changes by placing a notice in a prominent place on the website or by a message. You must review any amended disclaimer and check that you agree with it.

Resolving disputes

The law of the country of our head office applies to any message. We will resolve any dispute regards a message by negotiation (direct talks to try and agree how to end the dispute); failing which mediation (talks in which a neutral third party tries to help the parties agree how to end the dispute); failing which arbitration (a hearing after which a neutral third party makes a binding decision about the dispute). Any arbitration in South Africa will be under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in the city of our head office. This clause will not stop a party from applying to court for urgent interim relief (temporary help) while the dispute resolution process is being finalised.

Corporate Information we must disclose by law

Some information about us:

- Registered name: Filcon Filters (Pty) Ltd
- Company registration number: 2018/302253/07 Primary address: 4 Ibis Park, 12 Bell Crescent Westlake Business Park, Westlake

For the purposes of this disclaimer, “we” or “us” means the company above and those related to it as specified in the Companies Act, 2008.

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October 2025 (first version)

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