



**IPICO**  
**Standard Terms and Conditions of Sale**

**July 2009**

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**Annexure: IPICO Products**

## **1 PRODUCTS**

- 1.1 Products include the IPICO product range consisting of RFID tags, tag inlets and modules, readers, reader modules, evaluation systems and OEM development kits as defined in the attached Annexure.

## **2 PRICING AND QUOTES**

- 2.1 IPICO shall provide Customers with a formal quotation for the Products, spelling out the pricing, ordering and delivery detail of the Products.
- 2.2 Unless otherwise expressly stated, prices are quoted Ex-Works (the relevant IPICO Subsidiary at the appropriate address as provided by IPICO in writing). Prices shall exclude shipment, insurance, duties, importation and Value Added Tax (VAT) or General Sales Tax (GST), as well as other costs related to the importation, transportation and logistics of Products from IPICO's regional Subsidiaries that are responsible for the manufacturing of the Products. Customers shall pay or reimburse to IPICO the amount of any VAT or GST simultaneously with the purchase price.
- 2.3 Any expense incurred by IPICO at the instance of Customers in modifying or otherwise altering or making additions to the design, quantities or specifications for standard goods, and any expenses arising as a result of suspension of work by IPICO due to instructions given, or a failure to give instructions by Customers, shall be added to the purchase in respect of the relevant Products.
- 2.4 One month's notification will be given of any changes in prices or conditions of sale.

## **3 ORDERS AND PAYMENTS**

- 3.1 Customers will order Products from IPICO providing IPICO with the part name, part number, quantity and cost as quoted by IPICO to the Customers.
- 3.2 All orders shall be placed in writing, via fax, email or post.
- 3.3 Payment terms shall be full payment before shipment of Products takes place, unless otherwise spelled out in IPICO's quotation or agreed with IPICO in a Distributor or Value Added Reseller (VAR) Agreement.
- 3.4 The purchase price in respect of any Products sold by IPICO to Customers shall be payable

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- 3.4.1 to IPICO, at IPICO's head office or at such other place as IPICO may direct from time to time;
  - 3.4.2 in cash;
  - 3.4.3 in the currency or the equivalent thereof quoted by and ordered from IPICO.

## **4 DELIVERY**

- 4.1 Any delivery date indicated by IPICO shall merely be regarded as the estimated date of delivery and shall not bind IPICO to effect delivery on or near such date.
- 4.2 Customers shall accept delivery whenever it is tendered and shall not be entitled to resile from the agreement nor to withhold or defer any payment not to a reduction in price nor to any other right or remedy against IPICO, its servants, agents or any other persons to whom it is liable in law whether for losses, costs, damages, expenses, interest or otherwise on account of delays in effecting delivery, partial delivery or non-delivery, whether occasioned by any negligent act or omission on the part of IPICO, its servants, agents or any other person for whom it is liable in law, or not.
- 4.3 IPICO supplies all Products as components, and Customers accepts complete and exclusive responsibility for the assembly and installation of those components, and for the commissioning of systems that incorporate those components.
- 4.4 Under no circumstances shall delay or failure of Customers in the assembly, installation or commissioning of a component or system, owing to any cause whatsoever, be acceptable as grounds for the withholding of payment in respect of Products purchased from IPICO and delivered to Customers.
- 4.5 IPICO reserves the right to invoice Customers for partial deliveries of orders placed.

## **5 WARRANTIES AND GUARANTEES**

- 5.1 No warranties, guarantees or representations, express or implied or tacit whether by law, contract or not, which are not set forth in an agreement shall be binding on IPICO, and Customers irrevocably waiving any right (common law or other) it may have to rely thereon.
- 5.2 To the extend that Products supplied by IPICO are in any way defect, Customers shall be entitled, within one year of the delivery of the relevant Products, to claim the replacement or repair of the Products to eliminate any defect in workmanship or materials found to be due exclusively to any acts of omissions on the part of IPICO, in IPICO's sole opinion (which shall be binding on Customers), of which defects IPICO shall have been notified in writing by Customers within 10 days after the defect arises (which notice shall specify the alleged

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defect), provided that IPICO shall have been given a reasonable opportunity of inspecting any alleged defect.

- 5.3 IPICO's liability shall be limited on return to IPICO of the Products or parts thereof, to what is set out above in this clause.
- 5.4 In order to be valid, a claim in terms of guarantee as set out in clause 5.2 must be in writing, specifying the alleged defect, and supported by the original (tax) invoice. In addition the Products must be returned by Customers to IPICO at Customers' expense, packaged in their original undamaged packaging material.
- 5.5 The parties agree that IPICO shall have no liability in respect of any injury, loss or damage (direct, indirect or consequential) arising out of the use of, or inability to use, the Products and whether or not occasioned by IPICO's negligence or any other act or omission on its part.
- 5.6 IPICO shall be relieved of all obligations in terms of this clause, if –
- 5.6.1 Repairs or modifications have been made by persons other than IPICO, unless such repairs or modifications are made with the prior written consent of IPICO;
- 5.6.2 Any Products are operated with any accessory, equipment or part not specifically supplied or approved in writing by IPICO;
- 5.6.3 The Products shall not have been operated or maintained with IPICO's instruction, or under normal use, the Products shall not have been properly installed.

## **6 INTELLECTUAL PROPERTY**

- 6.1 IPICO is the sole owner of any designs, copyrights, logos and any other Intellectual Property rights, whether registered or not and all know-how in the Products.
- 6.2 Customers will not hold itself out as having any right to contract in IPICO's name or make any sales of IPICO's Products that will impose upon IPICO any liability beyond its standard Product Warrantees (described in clause 5) or beyond those imposed upon IPICO by Law.
- 6.3 IPICO will be sole responsible for its Products, regarding patent infringement.

## **7 CANCELLATION**

- 7.1 IPICO reserves the right to cancel an order if

- 7.1.1 Payments are in default
- 7.1.2 Prevailing conditions, beyond the reasonable control of IPICO, from any cause whatsoever, make it impossible to assure shipment.
- 7.2 By the act of IPICO accepting Customers' order, a binding contract has been made and IPICO shall be entitled to full indemnity in the event of Customers' cancellation of that order (which shall be deemed to include a variation of the terms of an order) after the date of its acceptance.
  - 7.2.1 Orders so accepted may not be cancelled without IPICO's written consent, when it may, if it desires, charge a cancellation fee, the amount of which IPICO shall determine at the time of cancellation.
  - 7.2.2 The date of acceptance, notwithstanding, IPICO shall have the right to continue the processing of orders affected to the point of time at which processing can be halted with the least inconvenience to IPICO under the circumstances.
  - 7.2.3 Payment of cancellation charges shall be made by Customers upon receipt of statement of the same.
  - 7.2.4 Cancellation charges shall not exceed the purchase prices of the cancelled portion of the order.

## **8 EXEMPTION AND INDEMNITY**

- 8.1 Customers shall have no claim of any nature whatsoever for damages, a remission of the purchase price, cancellation or otherwise, against IPICO, its servants, agents or others on whose behalf IPICO would be liable, in respect of any loss or damage sustained by Customer of any nature whatsoever or any damage caused to the assets of Customer or assets kept on its premises by third parties or in regard to Customer's business or sustained by any of its Customers, howsoever caused including the negligent acts or omissions of IPICO, its servants, agents or others for whom it may be liable in law

## **9 CONSEQUENTIAL LOSS**

- 9.1 Under no circumstances whatsoever including as a result of its negligent acts or omission or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall IPICO be liable for any consequential loss sustained by Customer.

