



**PLUSSMART TECHNOLOGY PTE LTD  
STANDARD TERMS AND CONDITIONS INCL. WARRANTY**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Statement of Warranty Terms and Conditions sets forth the warranties provided by PLUSSMART TECHNOLOGY, PTE LTD. ("PLUSSMART") to its customers with respect to the Product (as defined below). By accepting delivery of the Product, you ("Customer") agree to be bound by and accept these terms and conditions.

THESE TERMS AND CONDITIONS EXCEPT TO THE EXTENT PLUSSMART AND CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH PLUSSMART, IN WHICH CASE THE SEPARATE AGREEMENT, TO THE EXTENT INCONSISTENT WITH THESE TERMS AND CONDITIONS, SHALL GOVERN. PLUSSMART WILL ONLY BE OBLIGATED TO HONOR THE WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS UPON RECEIPT OF FULL PAYMENT FOR THE PRODUCTS. NO OTHER TERMS AND CONDITIONS WHICH DIFFER FROM OR ADDS TO THESE TERMS AND CONDITIONS SHALL BE BINDING UPON PLUSSMART. ANY OTHER OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY CUSTOMER ARE HEREBY EXPRESSLY REJECTED. THE PLACEMENT BY CUSTOMER OF ANY ORDER OR ACCEPTANCE OF THE PRODUCTS SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

**1. Products/Price.**

As used herein, the term "Product" shall mean only those hardware and software product (referred to severally herein as "Hardware" and "Software") describe on the Invoice or Quotation to which these terms and conditions are a part.

Prices for the Products are set forth on the confirmation/Purchase Order. Unless otherwise agreed in writing, all prices are prior to taxes of any kind, including sales, use, personal property, excise, franchise and other taxes and duties, all of which are expressly assumed by Customer. All payments shall be made in funds as listed in the quotation unless otherwise agreed by PLUSSMART. PLUSSMART may extend or withhold credit to Customer in PLUSSMART's sole discretion. Unless otherwise specified, terms of payment shall be net thirty (30) days from date of invoice. Customer agrees to pay a service charge of 1.5% per month from date of invoice for late payment.

**2. Hardware Warranty**

(a) PLUSSMART warrants to Customer, for a period of one (1) year from the date of sale to Customer, that any Hardware shall, under normal use and operation, conform in all material respects to PLUSSMART's written specifications as of the date of shipment, a copy of which is available on request for the Hardware and shall be free of defects in materials and workmanship.





(b) PLUSSMART's obligation under this warranty is limited to, at PLUSSMART's option, replacing or repairing, at its facility, any Hardware or part thereof that is found by PLUSSMART not to conform to this warranty. PLUSSMART may, at its option, provide on-site warranty service in lieu of providing such service at its facility. PLUSSMART shall have a reasonable period of time to make such replacements or repairs and all labor associated therewith shall be performed during regular working hours.

(c) This warranty is effective only if Customer gives prompt written notice to PLUSSMART of any alleged defects in the Hardware, which notice shall specifically describe the problem and shall state the date of sale and the location of the Hardware. PLUSSMART shall have no obligations under this warranty with respect to any defect unless it receives such notice prior to expiration of the warranty period. Upon receipt of such notice, PLUSSMART shall either advise Customer that warranty service shall be provided at the location of the Hardware or shall provide instructions as to the part or parts of the Hardware that should be shipped to PLUSSMART for repair or replacement.

(d) If required, the Customer shall prepay transportation charges to PLUSSMART's facility. If returned Products are repaired or replaced under the terms of this warranty, PLUSSMART will prepay transportation charges back to Customer; otherwise, Customer shall pay transportation charges in both directions.

(e) Products which have been repaired or replaced by PLUSSMART as provided in this Paragraph 2 will have a remaining warranty of the balance of the original warranty period or thirty (30) days from the date such repaired or replaced Products are re-shipped to Customer, whichever is longer.

(f) This warranty does not cover any damage or defect caused by events beyond PLUSSMART's reasonable control, including lightning, fire, extreme weather events, accidents, or abuse.

### 3. Software

(a) License. PLUSSMART grants to Customer a limited, nonexclusive license to use the software, (the "Software") embedded in the Products in object code only and solely in connection with use of the Product. Customer may transfer the Software only upon transfer of the associated Product. In all cases, title to Software shall remain with PLUSSMART. EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, THE SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

(b) Warranty. PLUSSMART warrants to Customer (provided that Customer has complied with all obligations imposed on Customer under any license agreement with respect to the Software), for a period of ninety (90) days from the date of sale to Customer, that any Software provided in connection with the Product will conform to and perform in accordance with the then existing Product documentation if properly used in connection with the Products. PLUSSMART's obligation under this warranty is limited to, at PLUSSMART's option, correcting, repairing or replacing any Software or parts thereof that PLUSSMART determines not to conform to this warranty. PLUSSMART has the option of choosing PLUSSMART's facility or the location of the Software as the site for the repairs.





#### 4. Exclusions

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND OF ANY OTHER SIMILAR OBLIGATION ON THE PART OF PLUSSMART.

The limited warranty provided by PLUSSMART does not impose any duty or liability upon PLUSSMART for:

- (a) Any damage or defect occurring, at any time, during shipment of products. When returning products to PLUSSMART for repair or replacement, Customer assume all risk of loss or damage, and agree to use any shipping containers which might be provided by PLUSSMART and to ship the products in the manner prescribed by PLUSSMART;
- (b) Any damage caused by unauthorized adjustment, repair or service by anyone other than personnel of PLUSSMART or its authorized repair agents;
- (c) Repair, damage or increase in service time caused by (i) an unsuitable installation environment, including (ii) neglect or misuse, (iii) a failure or sudden surge of electrical power, or (iv) any other cause not attributable to product defect;
- (d) Repair, damage or increase in service time caused by fire, flood, earthquake, water, wind, lightning or other natural disaster, strike, inability to obtain materials or utilities, war, civil disturbance or any other cause beyond PLUSSMART's reasonable control;
- (e) Failure to adjust, repair or replace any item of hardware if it would be impractical for PLUSSMART's personnel to do so because of connection of the hardware by mechanical or electrical means to another device not supplied by PLUSSMART, or the existence of general environmental conditions at the hardware's location that pose a danger of harm to PLUSSMART's personnel;
- (f) Any statements made about the product by salesmen, dealers, distributors or agents, unless such statements are in a written document signed by an officer of PLUSSMART. Such statements as are not included in a signed writing do not constitute warranties, shall not be relied upon by Customer and are not part of the contract of sale;
- (g) Any damage arising from the use of PLUSSMART's products in any application other than the commercial and industrial applications for which they are intended, unless, upon request, such use is specifically approved in writing by PLUSSMART. PLUSSMART products are sophisticated data processing units and are not sold or distributed for personal, family or household purposes; or
- (h) Any performance of preventive maintenance.





## 5. Limitation of Liability

PLUSSMART SHALL IN NO EVENT HAVE OBLIGATIONS OR LIABILITIES TO CUSTOMER OR ANY OTHER PERSON FOR LOSS OF PROFITS, LOSS OF USE OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF PLUSSMART HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS, OR ANY FAILURE OR DELAY IN CONNECTION WITH ANY OF THE FOREGOING.

Without limiting the generality of the preceding sentence, PLUSSMART shall not be liable for personal injury or property damage. In no event shall the liability of PLUSSMART arising in connection with the Products exceed the actual amount paid by Customer to PLUSSMART for the Products.

## 6. DELIVERY

(a) While PLUSSMART will take all reasonable steps to deliver the goods within the delivery period, PLUSSMART accepts no responsibility for failure to do so.

(b) PLUSSMART reserves the right to deliver Customer's Products in more than one shipment, at its discretion.

(c) Delivery shall be deemed to occur and the risk of loss or damage of any kind in the Products shall pass to the Customer as and when whichever of the following events occur sooner (i) Collection by or on behalf of the Customer, by carrier for dispatch to the Buyer (whether or not such carrier is PLUSSMART's agent or representative, (ii) 14 days from the date of notice given by PLUSSMART that the Products are ready for collection or dispatch.

(d) The Customer shall carefully examine the Products on receipt of the same and shall by written notice to be received by PLUSSMART within 7 days of receipt of Products notify PLUSSMART of any short delivery or any defects reasonably discoverable on careful examination. In the absence of receipt of such notice PLUSSMART shall be discharged from all liability in respect of short delivery or defects.

(e) PLUSSMART shall use reasonable commercial endeavors to deliver the Products and to perform services in accordance with any time stated in the contract but time of delivery or performance shall not be of the essence to the contract. Any such times are stated by way of general information only and in the event of failure to dispatch or deliver or perform within such times, for any cause, whether within or outside PLUSSMART's reasonable control, the same shall not be deemed a breach or repudiation of the contract and PLUSSMART shall not be liable for any loss or damage suffered by the Buyer as a result of such delay.





## 7. CANCELLATION OF ORDERS

Except in exceptional circumstances and by written agreement, PLUSSMART will not accept the cancellation of orders. Due to the initial engineering work, registration process and setup of most goods and services, cancellation of orders carries a cancellation charge based on the following sliding scale:

- 0-2 weeks from date of order – 25% cancellation charge
- 3-5 weeks from date of order – 50% cancellation charge
- 6-8 weeks from date of order – 80% cancellation charge

## 8. Other Documents

These terms and conditions represent the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth herein are of no force and effect. Other than as specifically provided in any separate formal purchase agreement between Customer and PLUSSMART, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for Products that is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and PLUSSMART. Unless otherwise agreed in writing by PLUSSMART, any additional or supplemental terms are hereby rejected.

## 9. Assignment of Rights.

The warranties contained herein extend only to the original purchaser of the Products and no attempt to extend the warranties to any subsequent transferee of the Products shall be valid or enforceable without the express written consent of PLUSSMART.

## 10. Compliance with Laws.

Customer represents and covenants that, at all times, Customer's use, sale, marketing and export of the products shall be in accordance with all applicable laws, rules, and regulations of Singapore, Australia and The United States and of any other applicable jurisdictions, including without limitation, the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of the United States or any applicable foreign government, agency or authority. Customer will not export or re-export, or authorize the export or re-export of the Products in violation of any laws, restrictions or regulations.

## 11. Governing Law.

Interpretation and enforcement of these terms and conditions shall be governed by the laws of Singapore.

