

Congratulations on Your Purchase!

A letter from our director.

Dear Customer

On behalf of all of us at Intelligent Medical Equipment (IME), we would like to extend our sincere congratulations on your recent purchase!

Your decision to choose IME reflects your commitment to innovation, precision, and the highest standards in medical equipment. We're proud to support your work and are confident that your new purchase will meet—and exceed—your expectations.

Should you have any questions or need assistance, our professional support team is always here to help. Thank you for trusting IME. We look forward to being part of your success.

**Warm regards,
The IME Team
Intelligent Medical Equipment**

Albert Nortje (Managing Director)

W. A. NORTJE

Standard Terms and Conditions of Sale Agreement

1 Application

These terms and conditions shall apply to any contract for the sale of any goods and installation thereof by the company whether that contract arises out of:

- any offer made by the company and accepted by the purchaser, or
- any offer made by the purchaser and accepted by the company, including any such offer made by the purchaser in response to a quotation from the company.
- any Including Digital and Verbal Agreements.

No alteration or variation of these terms and conditions shall apply, unless expressly agreed to in writing and signed by an authorized representative of the company.

2 Price & Exchange Rate

The price of the goods will be the company's official list price ruling for them at the date on which the deposit is paid and may vary to the US\$ exchange rate.

3 Payments

- 3.1 National orders:
- 60% deposit is required to confirm the order.
 - The balance is COD and must be settled on delivery unless:
 - The client has a 30 day account. This account is only applicable to services rendered and shall exclude any equipment, imported items or software purchases.
- 3.2 International orders:
- 70% deposit is required to confirm the order.
 - The balance of any purchases is Pre-Delivery and must be settled on delivery unless:
 - All delivery, installation and training shall be quoted for separately and shall be up-front before service may be rendered.
- 3.3 Unpaid Balances:
- The purchaser on due date shall bear interest at the rate of one percent above the prime overdraft rate ruling from time to time as evidenced by a certificate from a manager of FNB of South Africa from the date it falls due until it is paid.

4 Delivery & Transfer of Risk

- 4.1 Place of Delivery Shall occur at:
- IME's Premises, or The Purchaser's designated delivery address if explicitly agreed upon writing and the delivery cost is included in the invoice.
- 4.2 Completion of Delivery:
- Upon handover of the goods to the purchaser or its appointed representative at the designated location, and prior to loading at IME's premises, if collection is arrange by the Purchaser.
- 4.3 Risk Transfer:
- Risk of loss or damage to the goods shall pass to the purchaser:
 - Once delivery is completed as per clause 4,2, or
 - Upon collection by a carrier or the purchaser's agent from IME's premises, whichever occurs first.
- 4.4 Transportation By Carrier:
- Where the purchaser request IME to arrange transportation:
 - IME may engage a third-party carrier on terms it deems fit;
 - The purchaser shall indemnify IME against any claims by the carrier;
 - IME is not liable for delays, damage, or loss of goods in transit once goods have left its premises.

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4.5 Conditions Precedent to Delivery:

IME's obligation to deliver is subject to:

Availability of raw materials, components, or supplies required for manufacturing;

Timely receipt of complete and accurate specifications, instructions, or approvals from the purchaser.

4.6 Delays in Taking Delivery:

If the purchaser fails to take delivery on the agreed date:

Risk shall pass immediately to the purchaser;

IME may charge for reasonable storage, handling, and insurance cost from the date of default until delivery is completed.

4.7 Delivery Timelines:

Delivery dates are approximate estimates only and time shall not be of the essence, unless otherwise agreed

IME shall not be held liable for late deliveries due to circumstances beyond its control.

5 Ownership

Notwithstanding the delivery of any goods to the purchaser ownership shall not pass until the company has received payment of the full contract price.

Until Full ownership transfers, the purchaser shall not encumber, sell, or dispose of the goods.

6 Confidentiality

The company is committed to confidentiality and shall treat the agreement as confidential and legally enforceable.

The company shall share QC and Acceptance test results with SAHPRA, SANAS and/or as required by law in the form either electronic submission or PDF document formats.

7 Exclusions & Limitations Of Liability

The company shall be exempted from and shall not be liable under any circumstances whatever for:

any direct or consequential damages of any nature or any loss of profit or special damages
a result of any breach, by the company of its obligations under the contract.

any negligence on its part or that of its servants or agents in carrying out any of its obligations under the contract;
any claim for any alleged shortage in delivery or failure of the goods to comply with the contract,
unless written notice of the claim is received.

insofar as any of the company's obligations under the contract are carried out by any of its servants, agents
or sub-contractors, the provision of (a), (b) and (c) are stipulated for their benefit as well as the company's
and each of them shall be exempted accordingly.

The purchaser shall not have any claim of any nature whatsoever against the company for any failure by
the company to carry out any of its obligations under the contract as a result of **is majeure**, including but
without being limited to any strike, lock-out, shortage of Labour or materials, delays in transport, accidents
of any kind, any default or delay by any sub-contractor or supplier of the company, riot, political or civil
disturbances, the elements, any act of any State or Government or any other authority, or any other cause
whatever beyond the company's control.

Subject to any express warranty or guarantee given by the company in writing and which is intended to form
part of the contract, the company does not:

give any warranty or guarantee, or make any representations whatever in respect of the goods, or fitness
of the goods, or any part thereof for any particular purpose, whether or not that purpose is known to the company
accept liability for any defect (latent or patent) in the goods or any part of them.

Nothing in this clause shall limit liability for gross negligence or wilful misconduct

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8 Suspension of Companies' Obligations

If any amount owed by the customer to the company from any cause whatever, whether under the contract or not, is not paid on due date then, without prejudice to any other right which it may have, the company may:

- require that all amounts then owed to it by the customer, from any cause whatever (and whether under the contract or not) shall immediately become due and payable:
- retain in its possession any goods of the customer until all those amounts have been paid:
- until payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under the contract or not:
- terminate any credit facilities granted to the customer, whether under the contract or not.

IME reserves the right to suspend all obligations in the event of non-payment or breach, including the right to withhold goods or services, terminate credit terms, and remain customer-owned goods until full settlement.

9 Cancellation

The company may cancel the contract or any uncompleted part of it if the purchaser;

- Commits a breach of any of the terms or conditions of the contract; or, being an individual dies or is provisionally or finally sequestered or surrenders his estate; or, being a partnership is terminated; or, being a company, is placed under a provisional or final order of liquidation or judicial management; or, compromises or attempts to compromise generally with any of the purchasers creditors.

The company's rights in terms of (a) shall not be exhaustive and shall be in addition to its common law rights. No relaxation which the company may have permitted on any one occasion in regard to the carrying out of the purchaser's obligations shall prejudice or be regarded as a waiver of the company's rights to enforce those obligations on any subsequent occasion.

Upon the termination of the contract for any reasons whatever:

- all amounts then owed by the purchaser to the company in terms of the contract shall become due and payable forthwith:

The company may retake possession of any goods in respect of which ownership has not passed.

The company may retake possession of any goods in respect of which ownership has not passed.

IME shall not be liable for any claims, cost, or damages arising from termination under this clause.

10 Jurisdiction

The company shall be entitled to institute any proceedings against the purchaser, arising out of the contract in any Magistrate's Court having jurisdiction over the purchaser even if the cause of action in question exceeds the jurisdiction of that Court.

11. Governing Law Disclaimers

National:

This Sales Agreement shall be governed by and construed in accordance with the laws of South Africa, without regard to its conflict of law provisions. The parties agree that any legal action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the state or federal courts located within South Africa, and each party hereby consents to the jurisdiction and venue of such courts.

International:

This Sales Agreement, and any disputes arising out of or related to it, shall be governed by and construed in accordance with the laws of South Africa, excluding its conflict of law principles. Any legal actions, suits, or proceedings shall be instituted exclusively in the courts of South Africa, and both parties irrevocably submit to the jurisdiction of such courts.

*Thank you for your time and patience in carefully reviewing this Sales Agreement.
We value your partnership and look forward to serving you.*