

## General terms and conditions for purchase of Hardware

version 23.1

### 1. General

- 1.1. If the Merchant orders Hardware through Sitoo, the delivery, maintenance, liability and responsibility will be solely based on Sitoo's suppliers' terms and conditions for the Hardware. Hence, Sitoo does not take any additional responsibility for any Hardware provided to the Merchant.
- 1.2. If the Merchant's orders Hardware, system configuration is mandatory, as set out under the Price List for Professional Services.

### 2. Price, assortment and payment terms

- 2.1. Prices and assortment for applicable Hardware are provided to the Merchant by Sitoo upon request.
- 2.2. Upon Sitoo's receipt of an order from the Merchant in respect of Hardware, Sitoo will issue an invoice of fifty (50) percent of the total amount. Unless otherwise agreed, the Merchant shall pay such invoice at least two (2) months prior to the time of delivery of the Hardware. If payment is not received in accordance with the above, Sitoo is not obligated to deliver the Hardware.
- 2.3. The remaining fifty (50) percent of the total amount of the Hardware will be invoiced upon the delivery of the Hardware to the Merchant. The payment term is fifteen (15) days from the invoice date.
- 2.4. Sitoo retains complete legal ownership to all Hardware, until paid in full by the Merchant.
- 2.5. The Merchant will be charged separately for the costs for delivery of the Hardware. All prices are exclusive of Taxes.

### 3. Replacement of defective Hardware

- 3.1. During the Term, Sitoo offers replacement of defective Hardware (if supplied by Sitoo) with equivalent devices. The Hardware's serial number must be intact for the replacement procedure set out in Section 3.2 to apply. Damage caused by incorrect or negligent handling of Hardware forfeits the right to file a claim.
- 3.2. The Hardware replacement process is as follows; (i) the Merchant reports faulty Hardware to Sitoo's support via phone or email; (ii) Sitoo provides a form and a case number to the Merchant; (iii) the Merchant completes the form with the requested information and submits it to Sitoo; (iv) Sitoo delivers replacement Hardware to the Merchant as soon as possible, free of charge in respect of delivery. The Merchant is responsible for installing the replacement Hardware, with phone support from Sitoo's support; (v) the Merchant is billed by Sitoo for the replacement Hardware; (vi) the Merchant returns the faulty Hardware to Sitoo, marked with the case number. The risk and cost of delivering the Hardware to Sitoo is borne by the Merchant; and (vii) when the Hardware is received, Sitoo investigates the error and, if the defect is covered by Sitoo's Hardware supplier's warranty commitment, the Merchant is credited the amount of the replacement Hardware.

### 4. Support and fee

Sitoo provides free of charge Support to Hardware supplied through Sitoo as set out in the SLA. Sitoo charges Hardware Support Fee as set out in the Price List document, in respect of Hardware supplied by any third party.

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