



TERMS & CONDITIONS

Hardware, remote monitoring, notifications and optional reporting | Version 2.0 | 31 October 2026 | Draft for legal review

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IMPORTANT: MONITORING AND ALERTS CAN FAIL. Infinity IoT does not take custody of, or insure, the customer's stock, medicines, vaccines, equipment, premises or operations. The customer must maintain physical checks, independent safeguards, a staffed response procedure and appropriate insurance. Sections 6–9 contain significant risk and liability provisions. They must be brought to the customer's attention before acceptance, and the risk acknowledgement at the end must be signed/initialled for critical-monitoring sites. All exclusions are subject to mandatory South African law.

1. Parties, documents and acceptance

1.1 Parties. These Terms apply to equipment and services supplied by Agri-Sense (Pty) Ltd trading as Infinity IoT (the “Supplier”) to the customer identified in the accepted quotation or order (“Customer”).

1.2 Scope. The accepted quotation or written order identifies the purchased products and services. The separate Infinity IoT Service Level Agreement (“SLA”) records service procedures and response targets. These Terms cover the commercial conditions and allocation of operational risk. Additional services are excluded unless expressly quoted and accepted.

1.3 Delivery of terms and acceptance. The Customer must receive these Terms, including the prominent risk notice, before accepting the quotation. Signing the acknowledgement below, signing a quote expressly incorporating these supplied Terms, or another reliable recorded acceptance may evidence agreement. Mere delivery of hardware must not be treated as a substitute for the specific risk disclosure required by applicable law.

1.4 Document precedence. Any expressly negotiated written and signed variation prevails for its specific subject. Otherwise the accepted quotation governs purchased scope, quantities and prices; the SLA governs support targets; and these Terms govern general commercial matters and risk allocation. Neither a customer purchase order nor conflicting customer conditions vary these Terms unless accepted in writing by an authorised Supplier representative.

2. Orders, prices, payment and subscriptions

2.1 Orders and delivery. Hardware and installation orders are processed from the accepted quotation or purchase order, subject to payment or approved credit. Non-stock items generally take approximately 2–4 weeks, depending on manufacturer, import and transport availability; quoted dates are estimates.

2.2 Charges and billing. Hardware, software, installation, monitoring subscriptions, messaging and additional services are charged as stated in the accepted quotation. Hardware is ordinarily payable before dispatch or installation unless written credit terms are approved. Monitoring subscriptions are

billed monthly where quoted as monthly; annual monitoring or reporting subscriptions are billed annually in advance where specified. EFT is accepted.

2.3 Reporting and messaging. Optional audit-ready reporting is charged separately from the monitoring platform unless explicitly bundled. Its sensor bands and additional-report charges are shown in the accepted SLA reporting schedule or quote. Email alerts may be included in the relevant monitoring plan; SMS or other messaging credits are chargeable where quoted.

2.4 Non-payment. If payment remains overdue following written notice and a reasonable opportunity to remedy, the Supplier may withhold undelivered goods or suspend the affected services to the extent permitted by law. Where the Supplier knows the site is used for critical monitoring, it will where reasonably practicable warn nominated operational and commercial contacts before a planned suspension. The Customer must implement alternative monitoring before any suspension or termination.

2.5 Duration and cancellation. The plan duration, renewal, notice, cancellation rights and price are as stated in the accepted quotation or order, subject to mandatory South African law. No automatic annual renewal is implied where the quotation is silent. Written cancellations should be sent to the designated accounts contact. Accrued lawful fees remain payable.

3. Delivery, returns and product warranties

3.1 Delivery and title. Delivery terms and transfer of risk are those stated in the quotation, subject to any applicable mandatory consumer protections. Software and third-party cloud platform rights are licensed and not sold.

3.2 Warranty scope and commencement. The commercial hardware warranty is generally 12 months from delivery, unless the accepted quotation or applicable manufacturer warranty specifies a different commencement date. Manufacturer-specific terms apply to equipment supplied from other manufacturers. Nothing reduces statutory remedies that cannot lawfully be excluded.

3.3 Fault assessment and returns. The Customer must report faults promptly with adequate evidence and request a return authorisation before shipping equipment. For a confirmed covered defect, the Supplier will coordinate an appropriate repair, replacement or refund in accordance with the applicable warranty and mandatory law. Availability and fault diagnosis may affect turnaround; a same-day or 24–48-hour swap-out is not guaranteed. The Customer should package returns safely.

3.4 Warranty exclusions. Commercial warranties do not cover damage caused by misuse, unauthorised modifications or repairs, unsuitable power supply, accidental damage, lightning, water ingress or other causes excluded by the relevant warranty, except where mandatory law provides otherwise. Charges for non-warranty replacements, site work or transport will be disclosed and approved where applicable.

3.5 Statutory rights. Any right to return, repair, replace or obtain a refund under applicable South African legislation continues to apply even where these Terms state a shorter commercial warranty period or return procedure.

4. Nature and limitations of remote monitoring

4.1 Supplementary aid, not protection guarantee. Sensors, monitoring platforms, readings, graphs and alerts are supplementary operational tools. They are not fail-safe equipment, an emergency response service, physical security, insurance, or a guarantee of correct storage, asset protection or regulatory compliance.

4.2 Failure modes. Sensors, probes, power supplies, batteries, local internet, radio links, cellular networks where used, cloud providers, software, messaging suppliers and recipients' devices may fail or produce delayed, missing or inaccurate results. An alert configured or sent is not proof that it was delivered, received, read or acted on. Data may be lost or incomplete.

4.3 No continuous staffed supervision. Unless a separately signed scope expressly says otherwise, the Supplier does not offer uninterrupted systems availability, guaranteed alert delivery, round-the-clock human observation, dispatch, on-site attendance, or emergency intervention. Software notifications outside helpdesk hours are not a substitute for a staffed customer response.

4.4 No transfer of custody. The Customer remains the owner, operator and custodian of monitored goods and premises, including their condition, storage, temperature controls, maintenance and safety. The Customer retains all operational decisions and duties arising from its business, regulatory environment and equipment.

5. Customer responsibilities; configuration and commissioning

5.1 Customer instructions. The Customer must designate an authorised contact and provide approved written instructions for system users, roles, alert thresholds, notification recipients, escalation routes, and any changes. The Customer is responsible for their accuracy and suitability. Only Infinity IoT's authorised Super Admin implements the requested settings in the platform, then confirms completion.

5.2 Testing and acceptance. Before relying on the system, the Customer must inspect sensor installation and location, verify readings against appropriate reference measurements, test thresholds and notification delivery to each intended recipient, and check escalation contacts and site coverage. Defects or unexpected behaviour must be reported promptly to the Supplier for investigation.

5.3 Ongoing checks. The Customer must routinely review users, permissions, telephone numbers, email addresses, alert recipients, thresholds and escalation contacts; promptly request removal of departed staff and addition of new users; maintain battery, power and connectivity conditions; monitor storage equipment; and act promptly on alarms and deviations.

5.4 Independent safeguards and insurance. For any critical stock or operations, the Customer must maintain appropriate independent alarms, manual logs/physical inspections, alternative measurement methods, backup power or storage, incident and escalation procedures, trained responsible personnel and insurance adequate for foreseeable losses. Reliance on a single monitoring platform is at the Customer's risk, subject to non-excludable legal obligations of the Supplier.

5.5 Regulated environments. The Customer remains responsible for all regulatory, product-quality, temperature-control, equipment-service and record-retention duties relating to medicines, vaccines, food, laboratory samples and other regulated goods. Calibration, temperature mapping, validation and compliance certification are separate services unless expressly included in the quotation.

6. Data, reports and third-party dependencies

6.1 Data and reporting. Reports are generated from readings actually available to the subscribed system or supplied by the Customer. Missing or corrupted data cannot necessarily be restored. "Audit-ready" describes an organised reporting format; it does not mean accredited, validated, independently audited or guaranteed acceptable to any particular regulator or auditor.

6.2 Data retention. Data history, sampling intervals, exports, account access, integrations and retention depend on the purchased platform and the accepted written specification. The Customer must export and retain business-critical records according to its own retention policies and legal duties.

6.3 Third parties. Power utilities, telecommunications operators, third-party cloud services, messaging carriers and manufacturers are outside the Supplier's operational control. Infinity IoT will use reasonable care when coordinating reported issues within the agreed support scope but cannot guarantee third-party performance.

7. Support, escalation and change requests

7.1 Support hours. Normal staffed assistance is Monday to Friday, 08:00–17:00 South African time, excluding public holidays. Support contact: Hugo Kriegler, 079 896 4964; support@infinity-iot.co.za.

7.2 Service targets. The SLA sets out first-line and escalation response targets. These are targets for assessment and progress updates, not guaranteed repair, restoration or recovery times. The Customer must provide reasonable information and site access when assistance is requested.

7.3 Additional work. On-site support, commissioning outside quoted scope, extra sensors, investigations, calibration, mapping, bespoke reports and technical changes may incur additional charges where the Customer approves the quotation or service order.

8. IMPORTANT: Exclusions of loss and liability

8.1 Allocation of monitored-property risk. The Supplier does not hold or insure monitored goods. The Customer carries the commercial and operational risk of spoilage, deterioration, excursion, theft, damage or interruption affecting its stock, products, equipment, premises and business, and must maintain independent protection and appropriate insurance.

8.2 Excluded losses to the fullest extent lawfully permitted. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE SOUTH AFRICAN LAW, INFINITY IOT IS NOT LIABLE FOR LOSS OR DAMAGE ARISING FROM USE, NON-USE, DELAY, FAILURE, MISREADING, INTERRUPTION OR UNAVAILABILITY OF THE PRODUCTS OR SERVICES, INCLUDING LOST OR SPOILED MEDICINES, VACCINES, FOOD, SAMPLES, STOCK OR OTHER GOODS; DAMAGE TO EQUIPMENT OR PROPERTY; LOST PROFIT OR REVENUE; LOST DATA; BUSINESS INTERRUPTION; REPUTATIONAL LOSS; OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. This clause applies to claims arising from system failure, missed alerts, transmission delays, inaccurate readings or customer response failures, whether framed in contract or delict, except where the exclusion is prohibited by law.

8.3 Liability cap for claims that may lawfully be limited. To the fullest extent permitted by law, if the Supplier is nevertheless held liable for any claim that may lawfully be limited, its total aggregate liability for that claim and all related claims will not exceed the price actually paid to the Supplier for the specifically affected hardware plus fees actually paid for the affected monitoring or reporting service in the 12 months immediately preceding the first event giving rise to the claim. This cap applies once in aggregate and does not extend to unrelated sites or services.

8.4 Non-excludable liability preserved. Nothing excludes or restricts a remedy or liability that South African law prohibits the parties from excluding or restricting. This includes, where applicable, liability for fraud or intentional misconduct, gross negligence that cannot lawfully be excluded, and statutory rights or product-liability claims under the Consumer Protection Act. Any unlawful restriction is ineffective only to the extent required by law.

8.5 Customer indemnity. To the extent permitted by law, the Customer indemnifies the Supplier and its directors, employees and authorised service providers against reasonable third-party claims and costs to the extent caused by the Customer's negligent or unlawful acts or omissions, misuse, inaccurate instructions, failure to review users/contacts, failure to act on alarms or absence of required safeguards. This indemnity does not cover losses to the extent resulting from the Supplier's own wrongful conduct, breach or non-excludable legal liability.

8.6 Mitigation and insurance. Both parties must take reasonable measures to mitigate avoidable losses. The Customer is responsible for choosing, funding and maintaining insurance suitable for the value of its goods, equipment, operations and potential business interruption.

9. Privacy and confidentiality

9.1 Customer data. The Customer must lawfully collect and supply the personal information needed for user accounts, contact lists and alert delivery, and keep it accurate and current. Each party must comply with the Protection of Personal Information Act, 2013 (POPIA), where applicable.

9.2 Data security. Infinity IoT must implement appropriate, reasonable technical and organisational safeguards for personal information in its possession or control. Where it processes data as an operator

on behalf of a responsible party, the parties must establish any written arrangements required by POPIA. Neither party may contract out of its non-excludable statutory obligations.

9.3 Confidentiality. Each party must reasonably protect the other's non-public business, technical and personal information, subject to lawful use, service providers who require access, legal obligations and information that is independently public or lawfully obtained.

10. Suspension, force majeure and other provisions

10.1 Suspension and handover. When services lawfully end or are suspended, alerts, reports, account access and history may become unavailable. The Customer must arrange alternative monitoring and export required records in advance where reasonably possible. Infinity IoT is not required to provide unpaid, out-of-scope services.

10.2 Events outside control. Neither party is responsible for delay caused by events genuinely beyond its reasonable control, provided reasonable steps are taken to minimise the consequences and mandatory consumer remedies remain unaffected.

10.3 Governing law and disputes. These Terms are governed by South African law. The parties will first seek to resolve service and billing disputes in writing, without restricting any mandatory statutory forum or remedy.

10.4 Variations and severability. Changes to material terms require written acceptance by authorised representatives. If a provision is invalid or unenforceable, the remaining lawful provisions remain effective to the extent permitted by law.

11. Customer acknowledgement and acceptance

The Customer acknowledges that the Supplier's monitoring system is an operational aid, that no loss-free or uninterrupted outcome is guaranteed, and that Sections 4, 5 and 8 and the risk acknowledgement below were explained or made conspicuously available before acceptance. The Customer confirms an opportunity to read these Terms and ask questions. The acknowledgements do not waive non-excludable rights.

Customer / legal entity	Authorised representative
Company: _____	Name / title: _____
Site / quotation: _____	Date: _____
Customer signature: _____	Infinity IoT signature: _____

SCHEDULE R1 | CRITICAL MONITORING RISK ACKNOWLEDGEMENT

This schedule should be separately completed for cold chain, pharmaceutical, laboratory, food, security or other high-consequence deployments before the customer relies on monitoring alerts. It accompanies Infinity IoT Terms & Conditions V2.0.

01. I understand that any sensor, probe, software, connectivity, power source or notification service can fail, misread, be delayed or become unavailable. Initials: ____

02. I understand that receiving an alert is not guaranteed and that an alert being generated does not mean a responsible person has read or acted on it. Initials: ____

03. I understand that my organisation retains custody and operational responsibility for medicines, goods, equipment, premises, temperature controls and emergency response. Initials: ____

04. I confirm that independent checks, backup alarms, escalation staff, contingency arrangements and appropriate insurance are my organisation's responsibility. Initials: ____

05. I have had the exclusions of loss, liability cap, customer indemnity and statutory exceptions in Section 8 specifically drawn to my attention and had the opportunity to ask questions. Initials: ____

06. I understand that calibration, mapping, system validation, accredited reporting or 24/7 staffed intervention are not supplied unless individually quoted and accepted. Initials: ____

Customer company: _____

Monitored site: _____

Authorised name: _____

Designation / date: _____

Customer signature: _____

Infinity IoT representative: _____

This acknowledgement records the risks explained to the Customer; it does not extinguish rights or remedies that applicable South African law prohibits the parties from excluding.