



ACKCIO

TERMS & CONDITIONS OF SALE OF ACKCIO PRODUCTS

1. General

- a. These Terms & Conditions establish the conditions applicable to all transactions of sale of the Products to the Customer and shall be deemed to be accepted by the Customer at the time of order placement by the Customer, unless otherwise agreed in writing.
- b. All transactions of sale governed by these Terms & Conditions shall include either an accepted Purchase Order, or signed Quotation or Ackcio's approved Order Confirmation.
- c. The Customer acknowledges that Ackcio provides Products to the Customer according to these Terms & Conditions only. Ackcio shall not be bound by any of the Customer's own terms and conditions or similar documents.
- d. Ackcio reserves the right to amend these Terms & Conditions at any time and without prior notice to the Customer.

2. Definitions and Interpretation

- a. In these Terms & Conditions, capitalised terms have the meanings ascribed to it herein:

"Business Day" means Monday to Friday inclusive but excluding bank and other public holidays in Singapore.

"Confidential Information" shall have the meaning ascribed to it in clause 18.

"Customer" means the entity or company who is identified in the Purchase Order or Quotation or Order Confirmation.

"Customer Personal Data" means Personal Data which the Customer discloses to Ackcio, or which Ackcio processes on behalf of the Customer pursuant to a Purchase Order or Quotation or Order Confirmation and in accordance with these Terms & Conditions.

"Order Confirmation" means written confirmation by Ackcio to sell or supply to the Customer the products and/or services described therein.

"PDPA" means the Personal Data Protection Act 2012 of Singapore.

"Personal Data" means data, whether true or not, about an individual who can be identified: (a) from that data alone; or (b) from that data and other information which Ackcio has or is likely to have access.

"Product" or **"Products"** means the Products listed in the Ackcio Price List.

"Purchase Order" means a commercial document issued by the Customer to Ackcio in the format as per Clause 3a.

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“Quotation” means a commercial document issued by Ackcio to the Customer listing the Products and sale price of each.

“Intellectual Property Rights” means all present and future rights (whether arising under statute, law, equity, custom or howsoever otherwise) in any jurisdiction in or in relation to patents, rights in inventions, copyright and related rights, moral rights, database rights, rights in designs, semi-conductor topography rights, trade marks, service marks, trade secrets, computer programs and source codes, manufacturing research and similar technical information, know-how, business and domain names, rights in goodwill or to sue for passing off, and other similar or equivalent rights or forms of protection (whether or not registered or capable of registration) and all applications (and rights to apply) for, and for renewals and extensions of, any such rights as may now or in the future exist anywhere in the world.

- b. Throughout these Terms & Conditions, any reference to:
- (i) The singular includes the plural and vice versa;
 - (ii) Any gender includes all genders;
 - (iii) A person includes any individual and their representatives, a corporate body, a partnership, an unincorporated association, an organisation, a foundation, a trust, and all other legal persons;
 - (iv) A reference to writing or written includes fax and email;
 - (v) Clause or Schedule is a reference to a Clause of, or Schedule to, these Terms & Conditions;
 - (vi) A particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
 - (vii) General words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms “including”, “include”, “in particular” or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms.

3. Orders Process

- a. The Customer shall submit all orders for Ackcio Products to Ackcio, either in the form of a Purchase Order or by signing an Ackcio Quotation. All Purchase Orders must include the following:
- (i) Which Product the Customer is ordering - identified by model and part number;
 - (ii) Quantity of each Product it is ordering;
 - (iii) The unit price of each Product it is ordering;
 - (iv) The intended location for delivery;

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- (v) The proposed delivery date, allowing for reasonable time for Ackcio to receive, review, process the Purchase Order, and ship the Products.
- b. Ackcio Quotations do not include:
 - (i) the cost of measurement sensors.
 - (ii) manpower cost for installation and maintenance of the system.
 - (iii) solar panels and 12V batteries to power Gateways.
 - (iv) cellular SIM card subscriptions for Gateways.
 - (v) batteries for any of the Node devices.
- c. Within seven (7) Business Days of receiving a Purchase Order or signed Ackcio Quotation from Customer, Ackcio shall accept, reject, or may propose any modification by sending to the Customer a written notice of its acceptance, rejection, or proposed modification.
- d. Ackcio may propose a modification to a Purchase Order or signed Ackcio Quotation by including in its notice to the Customer for the Customer to accept.
- e. Ackcio shall prepare the order only after receiving an official Purchase Order or signed Quotation and payment of deposit from the Customer.

4. Pricing and Payment Terms

- a. All prices in Quotations are quoted in US Dollars (USD) and do not include shipping and insurance costs. Quotations are firm for thirty (30) calendar days. Thereafter, the prices are subject to change without notice.
- b. Delivery of the Products shall be EXW Singapore, unless otherwise agreed.
- c. Unless otherwise agreed, the payment terms for the Products are:
50% in advance on order confirmation, balance 50% before shipment via bank transfer to the account specified by Ackcio.
- d. Customer is responsible for arranging shipping and insurance for the Products and shall, at Customer's sole expense, arrange for collection of the Products from a location provided by Ackcio.
- e. If requested by Customer, Ackcio may arrange shipping and insurance of the Products to Customer, in which case, Customer will be liable to reimburse Ackcio for all shipping, insurance and associated costs.

5. Delivery and Lead Time

- a. Ackcio will advise the Customer on estimated delivery lead time on order confirmation.
- b. Ackcio shall not be liable to Customer for costs, fees, penalties, liabilities, losses, interest, or damages of any kind arising from or relating to Ackcio's failure to deliver on or before the estimated delivery date.

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6. Responsibility and Risk

- a. Ackcio's responsibility for any damage or loss to the Products (other than for defects and/or warranty claims) ceases when the Products have been collected by the Customer's designated carrier for shipment and a valid receipt obtained.
- b. Claims for damage or loss in transit are to be made against the Customer's designated carrier. The Customer is responsible for inspecting the Products for any damaged packaging or other evidence of rough handling at the time of receipt, and any damaged packaging should be retained by the Customer until the claim is resolved with the carrier.

7. Taxes and Import Duties

- a. Irrespective of which party is responsible for arranging the shipping and insurance of the Products, all destination taxes, duties, importation fees and importation documentation expenses shall be borne by the Customer.
- b. Ackcio does not and will not accept any responsibility to pay for any taxes or import duties or expenses at the destination.

8. Acceptance and Rejection of Product Deliveries

- a. The Customer will have seven (7) Business Days after receipt of the shipment containing the Products to inspect the shipment to ensure the order has been shipped in good order and/or test the Products for defects to ensure that the Products meet the specifications or description of the relevant Purchase Order or signed Quotation (the "Inspection Period").
- b. The Customer will be deemed to have accepted the Products in good order if the Customer fails to notify Ackcio on or before the expiration of the Inspection Period, or if during the Inspection Period, the Customer sells or attempts to sell, runs, or otherwise uses the Products beyond what is necessary for inspection and testing.
- c. During the Inspection Period, the Customer should notify Ackcio of any defective Products or if the shipment fails to meet the specifications or description of the relevant Purchase Order or signed Quotation, via written notice to Ackcio's Customer Success team (support@ackcio.com), detailing each defect or failure with appropriate evidence, if available.
- d. Notwithstanding the limited warranty in Clause 12, if any of the Products are defective or fail to meet the product specifications, Ackcio reserves the right to replace or exchange any Products, at no additional expense to the Customer, save for any destination taxes, duties, importation fees and importation documentation expenses which shall be borne by the Customer.
- e. This clause does not affect the Warranty Claims and Process in Clause 14.

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9. Changes and Improvements

- a. Ackcio may discontinue or modify the Products, modify the Product specifications, or replace the Products with other similar Ackcio or third party products, except that Ackcio may not discontinue, modify or replace Products that are subject to an accepted and outstanding Purchase Order or signed Quotation, unless required by Law.

10. Intellectual Property.

- a. The Customer acknowledges that Ackcio owns or possesses all the Intellectual Property Rights relating to the design, manufacture, operation and service of the Products. It is expressly understood that no title to or ownership of the Intellectual Property Rights is transferred to Customer under these Terms & Conditions. Under no circumstances shall Customer be deemed by these Terms & Conditions to be given any right or license to manufacture or copy the Products in any way.
- b. Effective upon full payment for the Products under the applicable Purchase Order or signed Quotation, Ackcio hereby grants the Customer a worldwide, non-exclusive, non-transferable, perpetual license to use the Products.
- c. Customer explicitly acknowledges that it will not, nor shall permit any third party to, copy, decompile, reverse engineer, prepare derivative works of or otherwise alter the hardware or the source code or object code of the software in the Products.
- d. If the Customer becomes aware that a third party is infringing upon the Intellectual Property Rights of Ackcio, the Customer shall immediately notify Ackcio.

11. Training

- a. Complimentary online training will be provided on both hardware devices and software system upon purchase of the Products.

12. Limited Warranty

- a. The Warranty Period for the Products is twelve (12) months from date of invoice, irrespective of the date of installation and operation of the Products, unless the Customer purchases the Extended Warranty, in which case the Warranty Period will be extended accordingly commencing from the expiration of the original twelve (12) months period.
- b. If Ackcio provides the Customer with any third-party product or service, Customer must contact the relevant third party for warranty claims in relation to these products and services.
- c. Ackcio warrants that the Products shall be free from defects in materials and workmanship under normal use for during the Warranty Period.



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- d. Ackcio hereby warrants that during the Warranty Period, provided the Products are operated or used in accordance with the documentation and other instructions provided by Ackcio, the Products (including hardware and software) will perform substantially according to the functional specifications listed in the documentation.
- e. This warranty does not apply to the following cases:
- (i) Where the Product has been tampered with, repaired and/or modified by non-authorized personnel or without the authorisation of Ackcio.
 - (ii) Damage (accidental or otherwise) to the Product that does not impact the Product's operation and functions, including but not limited to rust, change in colour, texture or finish, wear and tear, and gradual deterioration.
 - (iii) Usage of the Product resulting from normal wear and tear.
 - (iv) Damage caused by use with non-Ackcio products.
 - (v) Damage caused by excessive exposure to moisture or dampness and excessive environmental conditions outside the Ackcio Product specifications.
 - (vi) Damage caused by third party software which has not been approved for use by Ackcio.
 - (vii) Damage caused by operating the Product outside the permitted or intended uses prescribed by Ackcio.
 - (viii) Damage caused by Customer or third-party negligence.
 - (ix) Damage caused by operating the Product with improper voltage or power supply.
 - (x) Damage caused by Acts of God, war, terrorism, fire, accident, natural disaster, intentional or accidental misuse, abuse, neglect or improper maintenance, dropped damage, and use under abnormal conditions or other acts which are beyond the reasonable control or contemplation of Ackcio.
 - (xi) Damage caused by improper installation, improper connection or malfunction of a peripheral device.
 - (xii) Damage caused by an external fault or accident.

13. No Other Warranties

- a. Except as set forth in the Limited Warranty clause above, Ackcio Products are provided "as is" and Ackcio makes no representations and provides no warranty, whether express or implied, including, without limitation, any implied warranties of title, non-infringement, quiet enjoyment, integration, merchantability or fitness for a particular purpose.



14. Warranty Claims and Process

- a. If any defects are detected during the Warranty Period, the Customer must immediately contact Ackcio's Customer Success team via Email (support@ackcio.com) with the subject heading of "Warranty Claim". The Customer must provide the device model and Device ID along with a description of the defect and any photos or evidence to assist with assessing the claim. Ackcio will aim to provide an initial response to the Customer within two (2) Business Days.
- b. If Ackcio requires a Product or Products to be returned for further evaluation, Ackcio will advise Customer on the appropriate process to follow. In this case the shipping, handling, insurance and other incidental costs shall be borne by the Customer.
- c. If Ackcio determines that the Product is defective and is covered by the Warranty, Ackcio reserves the rights to either:
 - (i) repair the Product, using new or refurbished replacement parts or
 - (ii) replace the Product with a new or refurbished product.

In this case, Ackcio will bear the costs of repairs or replacement of the defective Product and the costs of shipping (all destination taxes, duties, importation fees and importation documentation expenses shall be borne by the Customer) the repaired Product or a replacement Product to the Customer.

- d. Any Product that has been repaired or replace shall be warranted for the remainder of the original warranty period of the Product or for a period of sixty (60) days, whichever is longer.
- e. If Ackcio concludes that there is no manufacturing defect covered by the Warranty, but a defect due to the misuse or negligent use of the Product by Customer, that invalidates the Warranty, Ackcio may offer repair services to the Customer for the Product or the Customer may choose to have the defective Product returned to it. In this case any return shipping, handling, insurance and other incidental costs will be borne by the Customer.

15. Limitation of Liability

- a. In no event will Ackcio be liable to the Customer for any indirect, incidental, consequential, special or exemplary damages or loss of profits, loss of revenue or for any other exemplary or punitive damages arising from the Customer's use of the Products, even if Ackcio has been advised of the likelihood of such loss or damages.
- b. The total aggregate liability of Ackcio for any claim concerning performance or non-performance by Ackcio pursuant to, or in any way related to, the subject matter of these Terms & Conditions, regardless of the form of action, whether in contract, tort, strict liability, negligence or other legal or equitable claim, shall be limited to the value of the Products sold to the Customer.
- c. The Customer acknowledges that Ackcio has agreed to sell the Products in reliance on the limitations of liability and damages in this clause and this forms



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an essential basis of the transaction between the Customer and Ackcio under these Terms & Conditions.

- d. Notwithstanding any preceding provisions of this clause, no limit of liability shall apply to claims for death or personal injury, fraud or fraudulent misrepresentation or gross negligence or wilful misconduct caused by Ackcio, to the extent it cannot be legally excluded or limited.
- e. The parties agree that the limitations and exclusions of liability specified in this clause will survive any termination or expiry of any transaction of sale to which these Terms & Conditions apply.

16. Indemnity

- a. The Customer shall indemnify Ackcio and keep Ackcio fully indemnified against any and all liabilities, costs, claims, expenses, losses and damages (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Ackcio arising out of or in connection with:
 - (i) the Customer's breach or negligent performance or non-performance of these Terms & Conditions;
 - (ii) the enforcement of these Terms & Conditions;
 - (iii) any claim made against Ackcio by a third party for death, personal injury or damage to property arising out of or in connection with the intentional or accidental or improper use or misuse, tampering, intentional or unauthorized modification, abnormal or unauthorized operation of the Ackcio Products by, or the acts or omissions of, the Customer, its employees, agents or subcontractors.

17. Data Protection

- a. In circumstances where Ackcio receives, obtains, creates or otherwise processes Customer Personal Data pursuant to or in connection with the relevant Purchase Order or signed Quotation or Order Confirmation under these Terms & Conditions, Ackcio hereby undertakes, where applicable, to comply fully with all of its obligations under the PDPA and to procure that its employees, agents and contractors observe the provisions of the PDPA.
- b. Ackcio and its employees, agents and contractors shall only process, use or disclose Customer Personal Data:
 - (i) Strictly for the purposes of fulfilling its obligations under and in accordance with these Terms & Conditions, or as otherwise directed in writing by the Customer and no further;
 - (ii) When required by law or an order of court, but shall notify the Customer as soon as practicable before complying with such law or order of court.



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- c. Ackcio shall not transfer Customer Personal Data to a place outside Singapore without the Customer's prior written consent.
- d. Ackcio shall protect Customer Personal Data in its control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent:
 - (i) unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks; and
 - (ii) the loss of any storage medium or device on which personal data is stored.
- e. Ackcio shall not retain Customer Personal Data (or any documents or records containing such Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purpose of these Terms & Conditions.
- f. Ackcio shall notify the Customer within one (1) Calendar Day in writing of any actual or suspected breach of the provisions of this clause or of any actual or suspected cyber-attack and provide full co-operation and assistance to the Customer in relation to any such incident.

18. Confidentiality

The parties acknowledge that any oral or written information exchanged between the parties in connection with the performance of the transaction of sale of the Products under these Terms & Conditions are regarded as Confidential Information. Each party shall maintain confidentiality of all such Confidential Information, and without obtaining the written consent of the other party, it shall not disclose any relevant Confidential Information to any third parties, except for information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this clause. Disclosure of any Confidential Information by employees, agents, contractors, sub-contractors or consultants hired by any party shall be deemed disclosure of such Confidential Information by such party, which party shall be held liable for breach of these Terms & Conditions. This clause shall survive any termination or expiry of any transaction of sale to which these Terms & Conditions apply.

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19. Applicable Law

- a. These Terms & Conditions, and any disputes or claims arising from or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of Singapore, without regard to its conflict of laws rules.
- b. Any dispute or controversy arising out of these Terms & Conditions must be referred to and finally and conclusively resolved by arbitration in Singapore at the Singapore International Arbitration Centre ("SIAC") in accordance with the Rules of the Singapore International Arbitration Centre ("SIAC Rules"). The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration will be English. The SIAC Rules are deemed to be incorporated by reference in this clause.

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