

German Imaging Technologies (GIT) East Africa Ltd

General Terms and Conditions of Sale

1. Purchase Orders

1.1. Purchase orders can be accepted for delivery within Kenya or for international orders.

1.2. Each purchase from GIT East Africa Ltd and from any of its branches shall be deemed to incorporate these Terms and Conditions. These Terms & Conditions of Sale may change from time to time at the sole discretion of GIT East Africa Ltd. The version in force at the date of an order shall apply to that order; the current version is available at all times at www.gitmea.com.

1.3. The display of products in our brochures and on our website www.gitmea.com constitutes solely an invitation to trade and does not constitute a formal offer. Goods are sold subject to availability. An offer to buy will be only made by the customer when despatching a purchase order to GIT East Africa Ltd. An offer is only accepted by GIT East Africa Ltd subject to the availability of stock and GIT East Africa Ltd is contractually only bound when it despatches a confirmation of order to the customer.

1.4. GIT East Africa Ltd reserves the right to alter the specification of the goods insofar as the performance of such goods is not materially altered.

1.5. Notices and Correspondence. All formal notices, communications, and returns under these Terms and Conditions shall be addressed to: German Imaging Technologies (GIT) East Africa Ltd, Eldama Park, I&M Bank Block, 3rd Floor, Peponi Road, Westlands, Nairobi, Kenya. Tel: +254 796 656663. Email: info@gitmea.com. Website: www.gitmea.com.

2. Prices and Payment

2.1. Prices are quoted and invoiced in United States Dollars (USD) unless otherwise agreed in writing. Where GIT East Africa Ltd agrees to invoice in Kenyan Shillings (KES), such prices are set with reference to a baseline exchange rate of KES 130 to USD 1, and are subject to Clause 2.1a (Currency Adjustment) below. All prices are subject to change without notice.

2.1a. Currency Adjustment. Where prices are quoted or invoiced in Kenyan Shillings (KES), such prices are based on the prevailing USD/KES exchange rate at the time of quotation (reference rate: KES 130 per USD 1). Should the USD/KES exchange rate move by more than ten percent (10%) above or below this reference rate at any time, GIT East Africa Ltd reserves the right to adjust its KES pricing, upward or downward, to reflect the revised exchange rate. Such adjustment will apply to future invoices, including those for existing customers under standing pricing arrangements, and will not affect invoices already issued. GIT East Africa Ltd will use reasonable efforts to notify affected customers of any such adjustment in advance.

2.1b. VAT and Tax Registration. All prices are exclusive of Value Added Tax (VAT) unless explicitly stated otherwise. VAT will be charged at the rate prescribed by the Kenya Revenue Authority (KRA) and will be reflected as a separate line item on the invoice. GIT East Africa Ltd's KRA PIN is P051582063F.

2.2. Goods are delivered free of charge within the territory of Kenya only. In order to qualify for free delivery within Kenya a minimum shipment value may be defined by the company from time to time as it may deem fit. Shipments to other countries are ex-works Nairobi. GIT bears no responsibility or liability for loss, damage, or delay, after handing over goods to a designated shipper, whether commissioned by the customer or by GIT on behalf of the customer.

2.3. Goods are sold on a cash basis only, unless credit has been approved beforehand by GIT. The approved credit period will be specified on the individual invoice. GIT is entitled to charge 1.50% interest per month on the gross invoice value for delayed payments beyond the date of maturity of the individual invoice.

2.4. Goods once sold will only be accepted for return or exchange in accordance with GIT East Africa Ltd's written Returns Policy as published on www.gitmea.com from time to time. Where any mandatory provision of Kenyan law grants the customer rights that differ from this Returns Policy, this Returns Policy shall remain valid and in effect to the fullest extent not inconsistent with such mandatory law, and shall only be varied to the extent strictly required by that law.

2.5. Ownership of any goods shall not pass to the customer until GIT East Africa Ltd has received cash or cleared funds for the full price. Until the property in the goods has passed to the customer, the customer shall act as bailee of the goods for GIT East Africa Ltd and, so far as reasonably practicable, shall store the goods so that they are readily identifiable as the property of GIT East Africa Ltd. The risk of goods passes to customer. Goods shall be handled carefully under observance of the instructions on the packaging. Goods shall particularly not be exposed to heat, direct sunshine, or humidity, and shall be stored in the position indicated on the packaging.

2.6. GIT East Africa Ltd reserves the right to refuse or to cancel an account and/or delivery at any time. In such circumstances, if the customer has paid for relevant goods, a refund or credit note shall be issued.

3. Delivery

3.1. GIT East Africa Ltd undertakes all efforts to deliver goods within Nairobi for all orders received during working hours on the next working day and for the rest of Kenya within 48 hours from the date and time of confirmation, or the delivery time mentioned in the order confirmation as per section 1.3. above. All invoices and delivery notes must be signed by an adult over the age of 18 on delivery; if no one is at the address when the delivery is attempted, the goods may be retained by the driver or shipping agent. GIT will not be responsible for any consequent delay.

3.2. Orders are received and deliveries are dispatched only during working days. GIT's operating days are Monday to Friday (08:00 – 17:00 Hours), excluding weekends and any public holidays.

3.3. Each order or instalment of an order shall constitute a separate contract.

4. Warranties and Liabilities

4.0. Definitions and Brands. In Kenya, GIT East Africa Ltd's own-manufactured cartridges are sold under the ECOPLAN brand. Lion branded products are also sold by GIT East Africa Ltd, fulfilled directly from GIT Dubai LLC. GTPro Precision Toner is a GIT brand developed for e-commerce and is not currently sold in Kenya, but may be introduced in future. For the purposes of this Section 4: "Refurbished/Renewed Equipment" means equipment (including printers, copiers, and laptops) that has been refurbished, remanufactured, or renewed by GIT East Africa Ltd or GIT Dubai LLC under their own processes, and which retains its original manufacturer branding. "New Third-Party Products" means new equipment, software, or other products sold by GIT East Africa Ltd under a brand other than 'ECOPLAN', 'Lion', or 'GTPro Precision Toner', where GIT East Africa Ltd acts solely as an authorised reseller and is not the manufacturer or remanufacturer of the product.

4.1. GIT East Africa Ltd's 'ECOPLAN' branded cartridges have been manufactured under stringent quality control standards, assuring performance that closely equals that of the original equipment manufacturer.

4.2. 'ECOPLAN' and 'Lion' branded products are sold with the warranty that they will be free of defects in material and/or workmanship at delivery, provided they are stored and used in the proper manner (As outlined above in 2.5).

4.2.1. 'ECOPLAN Premium' and 'Lion' branded products are warranted hereunder for a period of 24 months (see date of expiration on product packaging) or depletion of the page yield at 5% coverage specified for each and every product, whichever comes first.

4.2.2. 'ECOPLAN Budget' branded products are warranted hereunder for a period of 6 months (see date of expiration on product packaging) or depletion of the page yield at 5% coverage specified for each and every product, whichever comes first.

4.2.3. GIT provides warranty coverage on Refurbished/Renewed Equipment in accordance with the terms applicable to such products under this Section 4. GIT does not warrant New Third-Party Products; in such cases, the customer's warranty is limited strictly to the warranty offered by the original manufacturer of that product.

4.3. GIT East Africa Ltd accepts no liability for defects in goods resulting from customer designs or requirements, wrong storage, wrong handling or arising from wear and tear, wilful damage, negligence or misuse.

4.4. Although we strive to update and correct our website, brochures and other sources of company information, they may contain inaccuracies or typographical errors. Additionally, information and product specifications—including information relating to price and availability—may be changed or updated without notice. No guarantee is given that the information accessible via www.gitmea.com or any other website operated by GIT or displayed in our information sources is accurate, complete or current. Nothing on www.gitmea.com or in our other information sources shall be construed as a condition, warranty or representation.

4.5. Except as otherwise stated in these terms, GIT East Africa Ltd's entire liability in respect of a particular good that has passed into the ownership of a customer and the customer's remedies, shall be limited to, at GIT East Africa Ltd's option, and in accordance with its returns policy from time-to-time, a credit note against future purchase (store credit) in respect of the amount paid by the customer to GIT East Africa Ltd for such a good; or the replacement or repair of the good by GIT East Africa Ltd.

4.6. GIT East Africa Ltd also warrants its domestic customers in Kenya that, subject to the conditions stated below and under normal use (including operation of printer/copier/fax machine equipment within specifications) our 'ECOPLAN' branded electronic printer/copier/fax cartridges will not cause damage, abnormal wear, or deterioration to any compatible printer/copier/fax machine. If a defect in an 'ECOPLAN' branded cartridge causes a printer/copier/fax machine to fail, GIT East Africa Ltd will, at its option, fix or replace the printer/copier/fax machine, or reimburse our customer for the full amount of all service and repair of the printer/copier/fax machine. This warranty is dependent upon the customer providing GIT East Africa Ltd with satisfactory evidence (printer and printer cartridge) that the printer/copier/fax machine failure was due to a defect in an 'ECOPLAN' branded cartridge. In case GIT East Africa Ltd opts and approves in writing to reimburse instead of fixing or replacing the printer/copier/fax machine itself, the customer shall provide additionally, a written statement on the service company's letterhead, dated and signed by the company's field sales or service representative that the printer/copier/fax machine failure was due to a defect in an 'ECOPLAN' branded cartridge. This warranty is limited to ECOPLAN branded products and does not extend to any other product or brand sold by GIT East Africa Ltd.

4.7. In case of any defects or damages the customer shall at their earliest convenience, however not later than fourteen (14) days after the defect or damage was incurred, inform GIT. GIT East Africa Ltd accepts no liability and or responsibility of any kind for any kind of defect in goods sold or in printers/copiers/fax machines of the customer if (a) GIT has not been informed accordingly within 14 days of the event, and/or (b) the defective goods (the cartridge) and/or the printer/copier/fax machine are not kept isolated and handed to GIT for inspection.

4.8. International warranty: Limitations apply to our international warranty for any GT and Lion branded products sold and or present outside Kenya and or for which warranty is claimed outside the territory of Kenya. Our international warranty excludes clauses 4.6. and 4.7. and is limited to the replacement of the product in accordance with the following procedures:

4.8.1. For any and all claims, as long as the quantity does not exceed 2% of the rolling previous 3 months cumulative purchases, a product claimed defective will be replaced along with the next order. The client must provide a picture of the serial barcode on the product to claim replacement. The customer is required to store all identified products claimed defective in appropriate temperature controlled

indoor environment (not above 30 Celsius) for retrieval or inspection by GIT for a period of 6 months from the time the defect is claimed. If products are found not to be defective, are missing or found to be tampered with during physical inspection, the replacement will be debited to the customer's account.

4.8.2. Any and all claims exceeding in quantity 2% of the rolling previous 3 months cumulative purchases, considered as highly abnormal. In any such event the customer is required to ship products on his cost to Dubai for inspection. In case products are found defective, the number of defective products will be replaced along with the next order. In addition GIT will issue a credit note covering the shipping cost against submission of sufficient documentation, pro rata of the number of products found defective.

4.9. GIT East Africa Ltd shall have no liability to the customer for indirect or consequential loss. GIT's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the Equipment or Consumables and save as provided in this clause GIT shall not be under any liability whether in contract tort or otherwise in respect of defects in Equipment and Consumables delivered or for any injury damage or loss resulting from such defects or from any work done in connection therewith. Under no circumstance can any party claim an amount higher than the value of the products purchased from GIT that constitute the basis for the claim. The value of the products purchased is determined by the gross value shown on the invoice for the products that constitute the basis for the claim.

4.10. This warranty is exclusive, and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.

5. Governing Law and Jurisdiction

5.1. Governing Law: These Terms and Conditions, and all rights and obligations arising hereunder, shall be governed by, construed, and enforced in accordance with the laws of the Republic of Kenya.

5.2. Amicable Negotiation: In the event of any dispute, controversy, or claim arising out of or relating to this agreement (including but not limited to unpaid invoices or delayed deliveries), the aggrieved party shall issue a written Dispute Notice to the other party. The parties shall attempt to resolve the matter amicably through good-faith negotiations between their authorized representatives within fourteen (14) days from the date of the notice.

5.3. Forum Selection & Small Claims: If the dispute is not resolved through negotiation within the fourteen (14) day period, either party may escalate the matter to a Kenyan court of competent jurisdiction. Where the financial value of the claim is Kenyan Shillings One Million (KES 1,000,000) or below, the parties explicitly and mutually agree to submit to the exclusive jurisdiction of the Small Claims Court at Nairobi, Kenya.

5.4. Cost Recovery & Indemnity: If the Buyer defaults on payment and the Seller initiates debt recovery procedures, the Buyer shall be fully liable for and shall indemnify the Seller against all costs incurred in recovering the debt. This indemnity shall apply regardless of whether formal court proceedings are completed, and the recoverable costs shall include, without limitation: all legal fees and advocate-client costs on a full indemnity basis; collection agency fees, commissions, and administrative charges; court filing fees, registry expenses, and process server fees; and licensed auctioneer fees, asset storage costs, and statutory repossession disbursements.

5.5. Immediacy of Debt: All recovery costs incurred under Clause 5.4 shall become an independent debt immediately due and payable by the Buyer to the Seller upon written demand.

6. Data Protection

GIT East Africa Ltd processes customer personal and business data in accordance with the Kenya Data Protection Act, 2019, and is registered with the Office of the Data Protection Commissioner (ODPC) where required. Customer data is collected and used solely for the purposes of order processing, account management, and related business communications, and will not be shared with third parties except as required to fulfil the contract or as required by law.

7. Force Majeure

GIT East Africa Ltd shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions where such delay or failure results from causes beyond its reasonable control, including but not limited to: acts of God; fire, flood, or other natural disaster; epidemic or pandemic; acts of terrorism; war, armed conflict, or civil unrest (whether within Kenya or in the wider East African or Middle East region, and whether or not officially declared); disruption to shipping, freight, or trade routes affecting supply from GIT Dubai LLC or other suppliers; government action, sanctions, or import/export restrictions; cyber-attack; or failure or delay of GIT East Africa Ltd's suppliers or subcontractors caused by any of the foregoing.

8. Bank Account Details

Name: German Imaging Technologies (GIT) East Africa Limited
Bank: I&M Bank – Swift: IMBLKENA – Bank Code: 57 – Branch Code: 038

USD Account: 03804474901250

KES Account: 03804474906250

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