



MedWave™



MedWave™ Inch Loss System Agreement

Created by:

Davide Duranti MedWave™ RSA PTY LTD

Prepared for:

Richard Forbes Drip iv lounge



MedWave™ Device Invoice

MedWave™ RSA PTY LTD

Blaaukrans Office Park
Jeffreys Bay, 6330
Call: +27 79 427 2486
info@medwavegroup.com
www.medwavegroup.com

Date: 2025-07-01T12:01:35.909Z
Customer Name: Richard Forbes
Business Name: Drip iv lounge
Customer Phone: +27 83 243 8580
Customer Email: richard@dripiv.co.za
Customer Shipping Address: 184 Main Road, Walmer,
Port Elizabeth

Name	Price	QTY	Subtotal
Single MedWave Accelerator System - Narrow Light Technology (Dual Wave Length 635/810) 1x Narrow Light Panel/Dual Wave 1x Hydraulic Stand 1 x Professional Installation 1 x 24 Month Warranty 1 x In Person Training Session	R125,000	1	R125,000

Subtotal **R125,000**

Deposit (Allocation) **-R12,500**

VAT **R18,750**

Total R131,250

If you are looking to pay for this equipment outright or use your own lenders, please see the following payment information.

Account holder: **MEDWAVE RSA PTY LTD**

ID/Reg Number: **2024/700802/07**

Standard Bank

Branch: **JEFFREY'S BAY**

Account type: **CURRENT**

Branch code: **000315**

Account number: **10 23 582 938 0**

SWIFT code:**SBZAZAJJ**

The Agreement

THIS AGREEMENT (hereinafter referred to as the "Agreement"), dated , is entered into by and between Drip iv lounge, (hereinafter referred to as the "Client"), and MedWave™ RSA PTY LTD, a Limited South African corporation, with its principal place of business at Twin Valley, Jeffreys Bay, Eastern Cape, 6330, SOUTH AFRICA (hereinafter referred to as "MedWave™"). This agreement consists of the quote, and the terms and conditions of sale herein. Any inconsistent terms and conditions on buyer's order acknowledgment forms or documents will be non-binding. By signing the quote and the agreement, buyer accepts this agreement and the sale of the equipment as described in the quote.

SALE

When MedWave RSA (PTY) LTD's sales quotation (the "Quote"), which this terms and conditions of sale agreement accompanies, are both signed by Buyer and attached, then this purchase agreement (the "Agreement") shall be a full and complete binding contract for the purchase and sale of the products and/or services described in the Quote (collectively, the "Equipment"). This Agreement consists of the Quote, and the terms and conditions of sale herein, and incorporates by reference any additional documents, agreements, instruments referenced herein. Any inconsistent terms and conditions on Buyer's order acknowledgment forms or documents will be construed based on this Agreement. By signing the Quote and the Agreement, Buyer accepts this Agreement and the sale of the Equipment as described in the Quote.

DEFINITIONS

"Buyer" - the initial and trained owner/user/operator of the Equipment.

"Equipment" - all Equipment including accessories, parts, and disposables sold under the Quote.

"Quote" - sales order quotation signed by Buyer which shall be governed by this Agreement even if the Quote does not reference this Agreement.

"Manufacturer" - MedWave RSA (PTY) LTD (collectively, "MedWave RSA")

"Seller" – MedWave RSA (PTY) LTD (collectively, "MedWave RSA")

"Service" - supervisory, technical and engineering, installation, repair, consulting, training, or other services provided by Seller under the Quote.

PRICES AND PAYMENTS

The total purchase price of the Equipment is as specified in the Quote. The Buyer is solely responsible for timely payment in full after execution of this Agreement. The Buyer understands that MedWave RSA may ship the product upon receipt of this signed Agreement and initial payment, and the Buyer, upon notice of shipment, agrees to accept delivery, further agreeing to make any remaining payments. This is an irrevocable agreement. You may not cancel or terminate this Agreement, nor request a refund, nor seek to return the Equipment once signed, except as may be provided under applicable South African law.

NO REFUND POLICY:

Except as required under applicable South African law, including the Consumer Protection Act (CPA), this Agreement is irrevocable and Buyer shall have no right to cancel, terminate, or request a refund or return of the Equipment once signed. Refunds or returns will only be considered if the Equipment is proven to be materially

defective in accordance with the Warranty Terms and Conditions. Buyer acknowledges and accepts that no other refunds or returns will be permitted.

In cases where payment installments are granted, the installment terms are as specified in the Quote. All prices are subject to additional penalties for untimely payments. Accounts 30 days or more past due shall accrue interest at 18% per annum, or the maximum rate permitted by South African law. Advanced payments and deposits are non-refundable. Failure to pay on time will void all warranties. Buyer shall also reimburse MedWave RSA for all costs of collection, including reasonable attorney fees and court costs.

SECURITY

Where installment payments apply, the Equipment shall remain the property of MedWave RSA until full payment is made. Buyer grants MedWave RSA a first-priority, perfected security interest in the Equipment and agrees to execute any documents necessary to protect MedWave RSA's interests under South African law. Buyer must insure the Equipment for full replacement value, with MedWave RSA named as loss payee.

TAX

Buyer shall pay all applicable South African taxes, VAT, duties, levies, or charges. VAT will be invoiced unless a valid VAT exemption certificate is provided.

DELIVERY, TITLE, AND RISK

Title and risk of loss pass to Buyer upon delivery of the Equipment to a common carrier for shipment to Buyer.

Buyer's payment obligations are unaffected by any loss or damage in transit. All delivery charges and insurance costs are the responsibility of the Buyer. Deliveries may occur in multiple shipments.

EQUIPMENT ORIGIN

Buyer acknowledges that the Equipment may be fully or partly designed, developed, manufactured, warehoused, and/or assembled either within South Africa or outside of South Africa.

SOFTWARE

MedWave RSA grants a non-transferable, royalty-free license to Buyer to use software embedded in the Equipment solely for Buyer's internal use, subject to the terms outlined.

INSPECTION / RETURNS

Buyer must inspect the Equipment upon delivery and immediately report any non-conformities in writing. Purchase orders cannot be canceled after shipment and Equipment may not be returned without written authorization.

WARRANTY

MedWave RSA warrants its Equipment (excluding consumables and certain accessories) against defects in material and workmanship under normal use for a period of one (1) year from receipt, as per the Warranty Terms and Conditions provided separately.

EXCLUSIONS

No warranty is made regarding clinical results or revenue outcomes. Results depend on operator expertise and client/patient variables beyond MedWave RSA's control.

INDEMNIFICATION

Buyer agrees to indemnify and hold harmless MedWave RSA, its directors, officers, employees, and agents from all claims, damages, losses, liabilities, and legal expenses arising from Buyer's use or misuse of the Equipment.

PROPRIETARY RIGHTS

All intellectual property rights remain with MedWave RSA. Buyer agrees not to reverse engineer, modify, or replicate the Equipment.

FINANCING AND ASSIGNMENT

This Agreement is binding on Buyer regardless of financing. Buyer may not assign rights without MedWave RSA's written consent.

CERTIFICATION AND INSURANCE

Buyer is solely responsible for ensuring compliance with all applicable South African laws, health regulations, and medical guidelines regarding use of the Equipment. Buyer must obtain all necessary certifications and carry comprehensive liability insurance for the Equipment.

FORCE MAJEURE

MedWave RSA shall not be liable for delays or failures in performance caused by events beyond its reasonable control, including but not limited to strikes, natural disasters, pandemics, civil unrest, or government actions.

MISCELLANEOUS

Notices must be sent to info@medwavegroup.com or to MedWave RSA (PTY) LTD, Blaaukrans Office Park, Blaaukrans Street, Jeffreys Bay, 6330, South Africa. Buyer may not assign rights or obligations without MedWave RSA's consent. If any provision is invalid, the remainder of the Agreement remains in force.

UN CONVENTION

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the full understanding between Buyer and MedWave RSA. No changes are binding unless in writing and signed by an authorized MedWave RSA representative.

GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by the laws of South Africa. Any disputes shall be resolved exclusively in the competent courts of South Africa. Any legal action must be instituted within one (1) year after the cause of action accrues.

ARBITRATION

Any dispute may, at MedWave RSA's election, be referred to arbitration under South African law, to be conducted in Port Elizabeth (Gqeberha), South Africa.

E-SIGN

Electronic signatures are binding and enforceable under South African law.

CONCLUSION AND SIGNATURE

By signing below, both parties acknowledge and agree to the terms and conditions of this Agreement.

In the event of termination, MedWave RSA will export all client data and destroy it 60 days after termination. For inquiries or complaints, contact info@medwavegroup.com.

By completing payment, the Buyer affirms understanding and agreement to all terms and conditions of this Agreement.

Customer Acceptance

Name: Richard Forbes

Address: 184 Main Road, Walmer, Port Elizabeth

Richard Forbes

Legal Business Name: Drip iv lounge

PLEASE NOTE: By completing this document you agree to be bound to this electronic signature as if it were a wet signature document.

Wiring Instructions

Account holder: **MEDWAVE RSA PTY LTD**

ID/Reg Number: **2024/700802/07**

Standard Bank

Account type: **CURRENT**

Account number: **10 23 582 938 0**

Branch: **JEFFREY'S BAY**

Branch code: **000315**

SWIFT code: **SBZAZAJJ**

By affixing their electronic signatures below, the Parties acknowledge and agree to any and all provisions included in this non disclosure agreement.

If you have any questions, please contact us at 079 427 2486.

For any inquiries or cancellation requests, please contact us at info@medwavegroup.com.

For issues with your product and to activate your warranty, please email support@medwavegroup.com

CERTIFICATE *of* SIGNATURE

REF. NUMBER
ZUFTV-XJAAM-QQVTS-SGPPX

DOCUMENT COMPLETED BY ALL PARTIES ON
07 AUG 2025 07:28:56 UTC

SIGNER	TIMESTAMP	SIGNATURE
RICHARD FORBES EMAIL RICHARD@DRIPIV.CO.ZA	SENT 06 AUG 2025 14:13:54 UTC VIEWED 06 AUG 2025 19:03:06 UTC SIGNED 07 AUG 2025 07:28:56 UTC	 IP ADDRESS 41.246.131.23 LOCATION PORT ELIZABETH, SOUTH AFRICA

RECIPIENT VERIFICATION

EMAIL VERIFIED
06 AUG 2025 19:03:06 UTC

