

# CARTRACK SERVICE AGREEMENT

Standard Terms & Conditions of Contract

## 1. PARTIES

The parties to this agreement are: CARTRACK (Pty) Ltd ("Cartrack") and The subscriber whose details appear on the Application Form and who is bound by the terms of this agreement by his signature on the Application Form.

## 2. DEFINITIONS

**"Application Form"**: The flip side of this which contains the details of the subscriber and the transaction schedule detailing all the vehicles covered by this agreement;

**"Cartrack Unit"**: The electronic device and related equipment designed to communicate messages from the subscriber's vehicle to the cartrack control room;

**"Subscription"**: The fee payable bi-annually or annually in advance to Cartrack for the rendering of the cartrack service;

**"Positioning Messages"**: Each message generated by the subscriber either by an observation request or by a subscriber requesting positions via the internet;

## 3. THE CARTRACK SERVICE

- 3.1. As consideration for the subscriber paying the Subscription fee in advance, Cartrack undertakes to respond to each stolen or hijacked vehicle of the subscriber that has an operational Cartrack unit installed, and to attempt the recovery and repatriation of said vehicle.
- 3.2. This service shall be rendered free of the additional charges in any country where Cartrack has an operational control room.
- 3.3. In the event that messages are received from stolen vehicles in any other country, Cartrack will submit a written quotation to the subscriber for the recovery of such vehicles. These vehicles will be recovered upon receipt of a written order from the client.
- 3.4. Due to the amount of variables involved Cartrack is unable to guarantee that the service will lead to the recovery of stolen vehicles. Cartrack however undertakes to refund all subscription fees of the unrecovered vehicle paid to Cartrack and to replace the lost Cartrack unit.
- 3.5. Additionally Cartrack offers a "Fleet Management" service to subscribers whereby vehicles are monitored on behalf of the subscriber or by the subscriber using an Internet connection to the Cartrack control room.
- 3.6. The Cartrack unit is tested twice a month by the Cartrack control room, free of charge to the customer.

## 4. TERM

This agreement continues for a period of 12 months after the signing thereof and thereafter indefinitely until either party terminates by giving the other party three months' written notice.

## 5. HARDWARE WARRANTY

The Cartrack unit and the installation thereof shall carry a 12 month warranty, fair wear and tear excepted. Any maintenance and/or repairs shall be carried out at one of Cartrack's approved installation centres. The hardware remains the property of Cartrack.

## 6. FEES AND CHARGES:

- 6.1. As consideration for Cartrack undertaking to provide the Cartrack service, the subscriber shall pay Cartrack the Subscription fee upon conclusion of this agreement.
- 6.2. Cartrack may from time to time increase the monthly Subscription fee upon at least 1 (one) month's prior written notice

to the subscriber.

- 6.3. Positioning Messages generated pursuant to the Fleet Management services will be paid for by the subscriber monthly in arrears or as specified by the debit order authorization contained in the Application Form.

## 7. SUBSCRIBER'S GENERAL OBLIGATIONS

The subscriber must ensure that:

- 7.1. His contract details as per the Application Form remains up to date by notifying Cartrack in writing of any change.
- 7.2. He keeps the Cartrack emergency number handy and contacts the Cartrack control room as soon as possible after a theft or hijack event.
- 7.3. His vehicle is taken to an approved installation centre should he become aware or is made aware by Cartrack that the unit in his vehicle is suspect. Failure to do so will lead to the suspension of the Cartrack service.
- 7.4. He keeps false alarms to a minimum. Cartrack reserves the right to only respond once positive confirmation of an event can be obtained in a scenario where an unreasonable amount of false alarms have been received. Cartrack's judgments as to what constitutes an unreasonable amount would be binding.
- 7.5. He remains contactable in the event that he tests the system to avoid the unnecessary dispatching of response teams.

## 8. EXCLUSION OF LIABILITY

- 8.1. Cartrack and its agents, employees and independent subcontractors will not be liable for any loss or damage of whatsoever nature caused to the subscriber in consequence of any act or omission, or any failure to perform the Cartrack service pursuant to this agreement notwithstanding negligence on their part.

## 9. BREACH

- 9.1. If the subscriber fails to pay any amount under this Agreement on the due date Cartrack may suspend its obligation to render the Cartrack service without notice to the subscriber. All amounts payable for the remaining term of the agreement will become payable immediately.

## 10. GENERAL

- 10.1. If Cartrack is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by reason of force majeure, (being a cause beyond the control of Cartrack) Cartrack shall be relieved of its obligations hereunder during the period that such an event continues but only to the extent so prevented and shall not preclude the subscriber from terminating this agreement in accordance with the provisions hereof.
- 10.2. This agreement sets out the entire agreement and understanding between the parties and supercedes all prior agreement, written or oral, in connection with the subject matter hereof.
- 10.3. No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 10.4. No indulgence which any of the parties ("the grantor") may grant to any other or others of them ("the grantee(s)") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from, exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.
- 10.5. Words referring to the singular shall include the plural and vice versa and words referring to one gender shall include the other gender; any reference to an actual person shall include a body corporate, firm or association and vice versa.