

**FleetTrackers / EIS / EIS Limited, Terms and Conditions of Sale**

All contracts for the sale of products or services made by FleetTrackers / EIS / EIS Ltd, 'FleetTrackers / EIS / EIS' are deemed to include these Terms and Conditions of Sale (the Terms), which shall prevail over any other document or communication between the parties unless otherwise agreed in writing.

For the purposes of this document The Term Product shall include vehicle tracking systems and terminals, antennae, cables and any ancillary equipment and accessories.

The term Services shall include delivery, installation, repair and replacement of Products and the provision of data, reports and other information by any medium, the term SIM Card shall mean any subscriber identity module used in any of the Products,

The term Customer shall mean any company, partnership, association or individual entering into a contract for the purchase or rent of Products or Services from FleetTrackers / EIS / EIS . If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Each of the parties agrees that these Terms represent the entire agreement between them.

Any notice to be given in respect of these Terms by either of the parties shall be in writing and delivered to the registered office or principal place of business of the other.

**FleetTrackers / EIS / EIS Prices, Payment Terms and Rental Periods**

Prices are only valid if expressed in writing by FleetTrackers / EIS / EIS and only for the quantity of Products and time period stated in its quotation or order confirmation. If not stated, the validity period is 30 days. Unless otherwise stated on FleetTrackers / EIS / EIS 'order confirmation or invoice, payment of all invoiced amounts shall be made within 30 days of the date of invoice or before any due date for payment shown on the invoice. If any payment is not made by the Customer by the due date,

FleetTrackers / EIS / EIS reserves the right to charge interest at the rate of 5% above the Lloyds Banks base rate until payment is received in full.

Rental period start from the installation of the first vehicle/s or an agreed date stated on the rental agreement, new vehicles added to an account after the first install will be placed onto a 12 month contract, vehicles on our 24 month or 36 month rental agreement shall run for its full term or paid in full prior to account cancellation, if cancellation is required before the term has run its full length, vehicles on a 12 month contact will also need to be paid for the remaining period before cancellation if cancellation is required before the term has run. 30 Days' notice in writing is required for all accounts

The Customer is not allowed to lease or hire the Products from a third party company, it is the Customer's responsibility to ensure that all lease or hire agreements, payment guarantees, acceptance notes and initial payments are completed satisfactorily within 7 days of delivery. If the Customer fails to comply with this requirement or the 3rd party fails to pay FleetTrackers / EIS within 30 days from delivery then FleetTrackers / EIS shall invoice the Customer directly for the Products at its published prices and such invoice shall be payable by the Customer within 7 days.

Installation costs per vehicle are as follows, Installation £65, destall £55, chargeable services call £55, De-Re £85 all prices are exclusive of vat. On our rental price plans all tracking units and tracker are the property of FleetTrackers / EIS LTD for the length of the Hire/lease agreement term, after the rental agreement has ended FleetTrackers / EIS will either (A) remove the Equipment,

removable charges apply or (B) automatically switch onto to 30day contract where the existing monthly payment will continue until the customer / FleetTrackers / EIS wish to give 30days notice to cancel. Any damaged or loss to these units whilst on hire/lease will be chargeable at full cost of unit and service charges to replace/repair the unit apply. Fleet Trackers still own the unit once the rental term has expired.

Missed / Failed appointments will be chargeable at £65 per site visit, appointments cancelled within 24-hours of a booking will be chargeable at £25 a site visit. Failed Direct Debit payments will automatically retry, on a second failed attempt within the same month will incur a £25 administration fee will be charged to your next payment

### **Fleet Trackers Company Operating Times**

Fleet trackers staff and office operate between 08.30 and 17.00 Monday to Friday are are closed on weekends and public holiday, our out of hours answering service will be picked up as and when possible, for emergency out of hours assistance email to [support@FleetTrackers.co.uk](mailto:support@FleetTrackers.co.uk) or [support@eiservices.co.uk](mailto:support@eiservices.co.uk)

### **FleetTrackers / EIS Delivery and Installation**

All delivery times and dates are approximate, but FleetTrackers / EIS shall use its reasonable endeavours to respect them. Time shall not be of the essence, and FleetTrackers / EIS shall not be liable for any loss or damage resulting from late delivery or from its failure to respect an appointment for installation. If the Customer delays the installation of any Products beyond 30 days from the date of the first

Product installation for that order, FleetTrackers / EIS shall be entitled to deliver the remaining Products to the Customer's delivery address and the order shall be deemed to be complete.

In the event that installation or removal of the equipment is carried out by the Customer or a person appointed by the Customer, FleetTrackers / EIS shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence. Missed or cancelled appointments failed by the customer to vehicle/s not on site, vehicle/s unsafe to work on, customer not available incorrect paperwork completed or any reason uncontrolled by Fleet Trackers will be chargeable.

### **FleetTrackers / EIS Warranties**

FleetTrackers / EIS guarantees to the Customer that the Products purchased will be free from defects for a period of 12 months from delivery unless otherwise stated on the order confirmation. Should the

Products be defective within this period, FleetTrackers / EIS will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new. In the case of Products rented from FleetTrackers / EIS this guarantee will continue for the duration of the Product

Rental. After the rental period the contact will switch onto our 30 day rolling contract, the warranty will expire after the initial rental contact period, unless a new contact is started. Lifetime Warranty is for the life of the unit is rented under contract, replacement unit and service charges applied if a new rental agreement is not signed.

FleetTrackers / EIS does not warrant that the Products are fit for any particular purpose, nor that that the

Services will be without disruption, nor that any reports, data or information provided as part of the Services will be free from errors, omissions, inaccuracies or nonconformities, and FleetTrackers / EIS shall have no liability or obligation to the Customer in this respect except as provided hereunder.

FleetTrackers / EIS makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services. Fleet Trackers / EIS do not offer a monitoring tracking system nor monitor any of the alerts or notifications sent to a customer / end user / driver. responsibility of the operation of the tracker itself is solely reliant on the end user / customer / driver. Fleet tracker /

Eis will only monitor the Tracking System and except no responsibility of monitoring the trackers or tracking system. Any issues with a vehicle not functioning are required to be reported with in 48hrs FleetTrackers / EIS will remotely attempt a remote reboot / repair where possible depending on location on vehicle/s and signal, whereby vehicle/s are not reporting in, fleettrackers / eis may require to perform a service call on vehicle/s and to be booked with 72hrs of reboot attempt. charges may apply for out of warranty tracking units

Replacement units out of warranty / damaged will be charged at our standard price of £195 / £295 dependant on unit model

FleetTrackers / EIS shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage to the Products caused by any party or external force. Warranty and non-warranty service call/s are carried out on a 72 hours turn around where possible.

### **FleetTrackers / EIS Title and Risk**

Title in Products purchased by the Customer passes upon full payment and until then the Customer must insure and store the Products separately and maintain them in good order. Title in Products rented by the Customer shall remain vested in FleetTrackers / EIS and these Products must be returned to

FleetTrackers / EIS at the expense of the Customer in good order at the end of such rental. Title in the

SIM Card shall remain vested in FleetTrackers / EIS , or its provider of SIM Cards, in all circumstances Risk in the Products passes to the Customer upon their delivery to the Customer's designated delivery address, regardless of whether installation has been completed or not.

### **FleetTrackers / EIS SIM Cards**

The Customer shall not remove, or permit or allow others to remove, any SIM Card from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards. In the event that FleetTrackers / EIS has reasonable grounds to believe that the Customer may be in breach of the provisions of this clause, FleetTrackers / EIS may, at its sole discretion, discontinue the provision of Services to the Customer on any one or all of the Products supplied to the Customer.

### **FleetTrackers / EIS Confidentiality**

Both FleetTrackers / EIS and the Customer must treat all information received from the other marked

'Confidential', or which is reasonably obvious to be confidential, as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to: business plans, lists of customers, operational and technical data and product plans. The provisions of this clause shall survive the termination of any contract between The Customer and FleetTrackers / EIS by three years.

### **Immobilisation**

Text immobilisation and system immobilisation uses sim card data, this functionality must only be used when a vehicle is within a good signal area and the vehicle is stationary with the ignition off, failure to do say may result in a vehicle being left immobilised if there is no signal to receive a command from the system or a text msg to mobilise, Fleet Trackers will not be held reasonable for stranded vehicles due to poor signal immobilisation commands being used e.g. underground carparks, known blackspots, emergency restart call outs are charged at our standard rate, out of hours service calls are charge at £300 persistent call out will result in the feature being removed, a confirmation text or symbol will show when a vehicle is its mobile or immobile state. Some vehicles are not possible to be fully immobilised due to style of engine i.e Hybrid and also manufactures

warranty issues. Fair usage allowance, fleet trackers will provide up to 150 text immobilisations commands within its monthly allowance, please note each time a text command is sent to mobilise and un-immobilise a vehicle is a single text, text are charged at 18p there after the monthly allowance. Please allow up to 300 seconds for your unit to respond to a text command ...Text immobilisation feature will only work with the end user handset network on EE, BT, Orange, T Mobile, Virgin, Vodafone, O2

### **FleetTrackers / EIS Liability**

Nothing in these Terms shall exclude or limit FleetTrackers / EIS 'liability for death or personal injury caused by FleetTrackers / EIS 'negligence nor its liability for fraudulent misrepresentation Without prejudice to any other provision of these Terms, in any event FleetTrackers / EIS 'total liability for any one claim or for the total of all claims arising from one act of default on FleetTrackers / EIS 'part (whether in tort, contract, negligence or otherwise) shall not exceed the total amount paid by the customer for the Products or Services in respect of which a claim is made. In the case of any claim made against FleetTrackers / EIS for disruption to the Services or any errors in the Information provided,

FleetTrackers / EIS liability shall not exceed the total price paid by the Customer for the Services for the duration of any such disruption or errors and only in respect of those Products for which the Services were affected. FleetTrackers / EIS shall not be liable to the Customer for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect or consequential losses.

### **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Termination**

FleetTrackers / EIS may terminate any contract with the Customer if he commits a material or persistent breach of these Terms and fails to remedy this within 30 days of written/email/text notice, or with immediate effect if the Customer does any act that might jeopardise the continuance of the Services. Fleet Trackers may put an account on hold if any outstanding invoice is overdue, Units over 60 days on late payment will de-activated with 30 days prior warning, units / vehicles with text immobilisation feature will no longer communicate with the end user, we cannot guaranty if a vehicle will be able to start once the tracker/unit is de-activated, fleet trackers hold no responsibility for vehicles not starting due to a unit/tracker deactivated to due late payment or breach of contract

### **Governing Law and Jurisdiction**

This Agreement and these Terms shall be construed in accordance with English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### **Sub-Contractors**

Installation costs per vehicle are as follows, Installation £40, destall £30, De-Re £65 all prices are exclusive of vat. Removed equipment must be returned to fleet trackers offices within 14 days unless stated to be left with customer on the job sheet / email. Replacement unit/s will be charged at our standard price of £195 / £295 dependant on unit model

Additional charges

Driver Id £5

Immobilisation £40

### **FleetTrackers / EIS Intellectual Property Rights**

FleetTrackers / EIS retains all FleetTrackers / EIS -owned Property in the Products and Services. Copyright and all other intellectual property rights subsisting in the database accessible via the Services and each and every piece of information provided through the Services 'the Information' is owned by FleetTrackers / EIS or the providers of such information. The Customer may use Information retrieved from the Services only for his own purposes which means that the Customer may not sell, resell, retransmit or otherwise make the Information retrieved from the Services available in any manner or on any medium to any third party unless the Customer has obtained FleetTrackers / EIS 'prior written Consent

### **System Features**

Term 'Standard System' is for the fleet trackers Standard features.

The following information is provided on our standard system

- Live tracking with up to 2 minute updates,
- Journey Reports,
- Poor Driving reports,
- Emailed Reports,
- Uk tracking,
- Android and apple app login,
- Over speed report,
- Idling reports,
- Route Taken
- Late start reports,
- Current Address / GPS location,
- Ignition status,
- Current Speed

Term 'Advanced System / Advanced features' is for the fleet trackers additional features.

The following information is provided on our Advanced system additional charges may apply for some features

- Driver id,
- Cost per journey,
- International roaming\*\*
- Speeding reports,
- Immobilisation,
- Un-authorized driving,
- Out of hours Reports
- League Tables
- Text alerts

\*\*Additional charges apply for vehicle/s taken abroad without international roaming on their account will be chargeable at £5.35 per month per unit

All price stated above are subject to Vat at 20% unless stated