

SPECIAL TERMS – GOODS

These Special Terms – Goods apply to the MSA between the Customer and the Company where Goods are purchased. These Special Terms – Goods apply in addition to the MSA in relation to the Goods only.

1. Definitions

- 1.1 All terms in capitals used herein shall have the meaning given to them below unless defined otherwise in the main terms of the MSA.

“Delivery Location” means the locations to which Goods shall be delivered as set out in the Order Form, or such other location as the parties may agree at any time after the Company notifies the Customer that the Goods are ready;

“Functional Description” means the description of the Goods set out in the Order Form;

2 Goods

- 2.1 The Customer shall purchase the Goods set out in each Order Form from the Company.
- 2.2 The Company reserves the right to amend the specification of the Goods during the Term of the MSA if required by any applicable law or regulatory requirements.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations on the Company’s website or descriptions of the Goods contained in the Company’s catalogues or brochures or on the Company’s website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the MSA or have any contractual force and the Customer agrees that it does not rely in any way on them when entering into the MSA.
- 2.4 The Company aims to ensure that all information on its websites concerning the Goods is complete, correct and current. If the Company unintentionally publishes information on its website about the Goods that is incomplete or incorrect, it will try to correct this, but the Company cannot and will not be held responsible for any Consequential Loss caused by the use of the website or the information made available on the website.

3 Delivery of the Goods

- 3.1 Delivery of the Goods is completed on the date the Goods arrive at the Delivery Location.
- 3.2 Any dates quoted for delivery of the Goods are approximate only, and time of delivery is not of the essence.
- 3.3 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 3.4 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by Force Majeure, the Customer’s failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 3.5 If the Customer fails to accept or take delivery of the Goods within 2 Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by Force Majeure or by the Company’s failure to comply with its obligations under the MSA in respect of the Goods:
- 3.5.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the 3rd Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 3.5.2 The Company shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 3.6 The Customer shall not be entitled to reject the Goods if the Company delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be

made to the applicable invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

- 3.7 The Company may deliver the Goods in instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4 Title and Risk

4.1 The risk in the Goods shall pass to the Customer on completion of delivery.

4.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums.

4.3 Until title to the Goods has passed to the Customer where applicable, the Customer shall:

4.3.1 Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

4.3.2 Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

4.3.3 Not sell, charge, pledge or otherwise encumber the Goods;

4.3.4 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;

4.3.5 Notify the Company immediately if it becomes subject to any of the events listed in the MSA relating to termination; and

4.3.6 Give the Company such information relating to the Goods as the Company may require from time to time.

4.4 If before title to any Goods passes to the Customer the MSA is terminated by the Company or the Customer becomes subject to any of the events listed in the MSA relating to termination, then, without limiting any other right or remedy the Company may have, the Company may at any time:

4.4.1 Require the Customer to deliver up all Goods in its possession; and

4.4.2 If the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

5 Fees and Invoicing

5.1 The Company shall invoice the Customer the Fees set out in each Order Form for the provision of the Goods.

5.2 The Customer may rent/lease devices as part of a subscription package which bundles complementary Goods, SaaS Services, SIM Cards and Monitoring Services. In the event of termination of the Order Form all Goods (e.g. devices or telematics hardware) must be returned to the Company in full working order within 14 days of termination.

5.3 If the Customer does not return Goods following termination of an Order or if the Goods are returned in a faulty / damaged condition a fee of £100 per device (unless a different fee is specified in the Order Form) will be charged to the Customer.

5.4 If a Good (e.g. device or telematics hardware) is damaged by the customer or lost during the term of an Order a replacement Good can be supplied by the Company for a fee of £100 (unless a different fee is specified in the Order Form).

6 Payment Terms

6.1 The Customer shall pay the Company the Fees for the provision of the Goods under the MSA as set out in each Order Form.

7 Representations and Warranties

7.1 The Company warrants and represents that the Goods shall:

7.1.1 Confirm with the description of the Goods set out in the Functional Description and/or the Company's catalogue(s) and/or the Company's website;

- 7.1.2 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 7.1.3 Be fit for any purpose held out by the Company.
- 7.2 Notwithstanding any statutory warranty right that a Customer may have, if the Customer notifies the Company in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1. above, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full provided that:
 - 7.2.1 The Company is given a reasonable opportunity of examining the Goods; and
 - 7.2.2 The Customer (if asked to do so by the Company) returns the Goods to the Company's place of business at the Customer's own cost; and
 - 7.2.3 The Customer's right to any statutory warranty has not expired.
- 7.3 The Company shall not be liable for the Goods' failure to comply with the warranty if:
 - 7.3.1 The Customer makes any further use of such Goods after giving a notice in accordance with clause 7.1;
 - 7.3.2 The defect arises because the Customer failed to follow the Company's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 7.3.3 The Customer alters or repairs the Goods without the written consent of the Company;
 - 7.3.4 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 7.3.5 The Goods differ from the description of the Goods in the Functional Description and/or the Company's catalogues(s) and/or the Company's website as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 7.4 Except as provided in this clause 7, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 Subject to any statutory rights to the contrary, the warranty given in clause 7.1 shall not apply to any repaired or replacement Goods supplied by the Company under clause 7.2.
- 7.6 The Company shall have no obligation to repair or replace any defective Goods:
 - 7.6.1 Where the defect is due to failure of components that are not original to the delivered Goods or caused by abuse, misuse or any external cause, in which case the Company reserves the right to refuse to repair or replace the Goods and stop providing maintenance and support services and shall hold the Customer liable for any diagnostic fee;
 - 7.6.2 For any damage to the Goods resulting from any unauthorized modifications or repairs or replacements not performed by the Company;
 - 7.6.3 Where any statutory warranty right has expired.

If damage to the Goods results as set out above in this clause 7.6, the Company shall obtain the Customer's prior authorisation before incurring any additional costs for providing support and maintenance of the Goods, even if the Goods are covered by the warranty in clause 7.1 or a service level agreement. If the Customer declines authorisation, the Company may leave the Goods unrepaired in the damaged condition without any liability whatsoever.
- 7.7 The Customer warrants and represents that:
 - 7.7.1 It rightfully owns the necessary user rights, copyrights and ancillary copyrights and permits required for it to fulfil its obligations under the MSA.
 - 7.7.2 Its data does not contain any illegal files or data.

8 Miscellaneous

- 8.1 In the event of any inconsistency between the content of these Special Terms – Goods and the remainder of the terms of the MSA, the terms of the Order Form shall prevail followed by these Special Terms – Goods in relation to the Goods, followed by the main terms of the MSA and then the appendices.