

TERMS and CONDITIONS GPRS SERVICES AGREEMENT **BETWEEN** ROJONE Pty Ltd
(the 'Company') **AND** the 'Customer' as identified on the Services Agreement.

1. **Interpretation.** In the interpretation of the Terms:
"Agreement" means this GPRS Services Agreement; 'Asset' means any vehicle, motorbike, truck or other equipment on which the Products are installed; 'Coverage Area' means the GSM wireless coverage area as defined by the selected service provider from time to time; 'Emergency Services' means the Police, Ambulance, Fire or other services provided by Third Parties in response to Company's request; 'Products' includes the products and services supplied by the Company; 'Third Party Equipment' means any equipment supplied by a third party to be installed on the Asset and used in conjunction with the Products.
2. **Installation and Use of the Products**
 - 2.1 The Customer must use the Products strictly in accordance with the User Manuals and will ensure that all other persons operating the Products are familiar with the User Manuals and the operation of the Products.
 - 2.2 Company approved installers will install the Products. The Customer must not attempt or allow any third party to remove, modify or tamper with the Products without the Company's prior written consent. The Company will in no way be liable for any damage caused to the Customer's Asset or surrounds in the course of installing the Products. The Customer's rights for such damage lie against the installer and the Customer indemnifies the Company.
 - 2.3 The Customer must quote their security details to the relevant Company agent or representative when requested. The Customer must not disclose their security details to any other person or record or leave the security details in such a place as to make the security details easily accessible to unauthorised persons. Security details are to be completed on the form provided with the Products.
- 3 **Risk**
 - 3.1 The Customer expressly acknowledges that due to circumstances beyond the control of the Company, including (but not limited to) software viruses, power failure, electrical or topographical interference, asset malfunction and the actions and omissions by suppliers of telephone and other communications services, Police or Emergency Services or security patrol services, the Services may not operate as designed. The Customer also acknowledges that the Company is not responsible for damages to the Products, or failure to perform, as a result of any Asset accident or vandalism.
 - 3.2 The Customer therefore understands & agrees that the Company will not be responsible for any performance, or failure, of the Services and/or Products, and any resulting loss or damage whether due to the circumstances envisaged in clause 4.1 or otherwise.
 - 3.3 The Customer acknowledges that the Company is not responsible for malfunction or failure to function by the Third Party Equipment or any damages caused as a result of such failure or malfunction.
4. **Change of Ownership**
 - 4.1 The Customer must notify the Company where the Customer's Asset has been assigned, sold or leased to a third party. This Agreement will terminate following entry into a new Agreement by the third party or otherwise in accordance with Clause 7.
 - 4.2 Where the Customer wishes to transfer the Products from one Asset to another, the Customer must notify the Company in writing and use an approved installer for the transfer. A fee will be payable to the Company and/or the approved Installer for the transfer.
- 5 **Termination**
 - 5.1 The Company may at any time by written notice, and the Customer by at least 7 days written notice, terminate this Agreement. Where the Customer is in default or terminates this Agreement, no refund of fees will be payable. Where the Company is in default, the Company will refund a pro-rata portion of the fee to the Customer.

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6 Basis of Order

- 6.1 An order by the Customer will only be binding if it is issued on the GPRS Services Agreement, signed by the Customer. Rojone EziTrak[®] retains at all times the right to accept or refuse an Order.
- 6.2 The Company will arrange delivery and installation of the Rojone EziTrak[®] products and any Third Party Equipment as soon as is practically possible following acceptance of the Order. Rojone EziTrak[®] products are delivered on an ex-stock basis unless advised otherwise.

7.0 Prices and Payment

- 7.1 The prices payable for the Products and Third Party Equipment are as quoted and amended from time to time. The validity of any quotation is ten (10) days unless otherwise specified in writing by the Company.
- 7.1 Where the Customer pays for the Products and any Third Party Equipment, installation thereof and any services by continuing credit card instalment payments, the Customer acknowledges that the Company is authorised to deduct all due payments on the dates on which they are to be paid.
- 7.2 Where a Customer makes any payments to the Company by way of credit card instalments, the customer must immediately notify the Company of the loss or theft of the particular credit card.
- 7.3 Where the Customer wishes to stop any credit card instalment payments to the Company, the Customer must notify the Company in writing.
- 7.4 Payment for all Products is due immediately unless otherwise notified in writing by the Company.

8 Warranty

- 8.1 The Company warrants that the Products supplied will be free from defects in materials and workmanship for a period of twelve (12) months from the date of installation. Any such defects will be remedied by repair or replacement at the sole discretion of the Company. This warranty shall only apply when the goods are used for their intended purpose as described in this Agreement.
- 8.2 If an authorised Rojone EziTrak[®] installer transfers the Rojone EziTrak[®] Products during the warranty period to another Asset nominated by the Customer, the warranty period will continue to run and the date of installation will be the date of installation on the first Asset nominated.
- 8.3 Where operation of the Products is dependent on third party telecommunications infrastructure, landline, or radio communications service, the Company shall not be responsible for system or product performance due to the unavailability of these services.
- 8.4 This warranty shall become null and void if:
 - 8.4.1 The Customer fails to comply with the User Manual operating instructions and information;
 - 8.4.2 The Products are modified, installed, or adjusted in any way by unauthorised personnel;
 - 8.4.3 The Products are exposed to environmental conditions beyond their intended application;
 - 8.4.4 The Products are affected by fire, water or flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges including but not limited to Radio Frequency or Electromagnetic Interference, earthquake, elements of nature or an act of God, riot, civil disorder, vandalism, strikes or industrial strife, theft, accident, war, lockouts, road closure, or any similar cause beyond the reasonable control of the Company;
 - 8.4.5 The Products are physically or operationally abused or damaged whether deliberately or by misuse;
 - 8.4.6 The Products are affected by any system or Asset malfunctions caused by the abnormal operation, or by unspecified, undocumented, or unexpected operation of any third party computer hardware or system.
- 8.5 The liability of the Company arising out of expressed or implied conditions or warranties relating to the Goods and Services shall be limited as follows:
 - 8.5.1 In the case of goods, to the repair of the goods or at the option of the Company, replacement or the supply of equivalent goods; or
 - 8.5.2 In the case of services, to supplying of those services again;
 - 8.5.3 In all cases, the amount of the Company's liability shall not exceed the Price received from the Customer
- 8.6 This warranty does not apply to any Third Party Equipment forming part of the Order but Rojone EziTrak[®] will endeavour to preserve and pass onto the Customer any third party warranty applicable to Third Party Equipment.
- 8.7 By signing this agreement, the Customer acknowledges that they have read, understood and agree to be bound by these obligations.

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