

Quartix

Quartix Limited, Terms and Conditions of Sale

All contracts for the sale of products or services made by Quartix Ltd 'Quartix' (registered in England and Wales no. 4159907) 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, and 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 Quartix. 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.

Prices and Payment Terms

Prices are only valid if expressed in writing by Quartix 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 Quartix's 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, Quartix reserves the right to charge interest at the rate of 4% above the Royal Bank of Scotland plc base rate until payment is received in full.

If the Customer agrees to lease or hire the Products from a third party such as a finance 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 Quartix within 30 days from delivery then Quartix shall invoice the Customer directly for the Products at its published prices and such invoice shall be payable by the Customer within 7 days.

Delivery and Installation

All delivery times and dates are approximate, but Quartix shall use its reasonable endeavours to respect them. Time shall not be of the essence, and Quartix 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, Quartix 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 is carried out by the Customer or a person appointed by the Customer, Quartix shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to follow Quartix's written instructions in installing the Products.

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 Quartix and these Products must be returned to Quartix at the expense of the Customer in good order at the end of such rental. Title in the SIM Card shall remain vested in Quartix, 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.

Warranties

Quartix 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, Quartix 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 Quartix this guarantee will continue for the duration of the Product rental.

Quartix does not warrant that the Products are fit for any particular purpose, nor 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 Quartix shall have no liability or obligation to the Customer in this respect except as provided hereunder. Quartix makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services. Quartix 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.

Intellectual Property Rights

Quartix retains all Quartix-owned Intellectual 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 Quartix 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 Quartix's prior written consent.

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 Quartix has reasonable grounds to believe that the Customer may be in breach of the provisions of this clause, Quartix 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.

Confidentiality

Both Quartix 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 Quartix by three years.

Liability

Nothing in these Terms shall exclude or limit Quartix's liability for death or personal injury caused by Quartix's negligence nor its liability for fraudulent misrepresentation. Without prejudice to any other provision of these Terms, in any event Quartix's total liability for any one claim or for the total of all claims arising from one act of default on Quartix's 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 Quartix for disruption to the Services or any errors in the Information provided, Quartix's 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.

Quartix 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.

Force Majeure

Quartix shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under these Terms or loss or damage of any Products due to acts of God, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery or services of sub-contractors or sub-suppliers, shortage of labour or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Quartix.

Termination

Quartix 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 notice, or with immediate effect if the Customer does any act that might jeopardise the continuance of the Services.

Assignment

The Customer may not assign his rights or obligations, in whole or in part, to any third party without Quartix's written approval.

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.