

General Terms and Conditions (valid from November 28, 2018)

Scope of Validity

The following terms and conditions are valid for all our contractual relations with you and all quotations, orders, products and services if nothing else is clearly stated by us. Other legal regulations (consumer protection law) will also be valid and has preferential treatment if the law prescribes it.

Offers, Orders

Our quotations and prices are subject to change without prior notice. Pricing or typographical or technical error may occur. Commercial information and technical information in our presentations, brochures, websites and other sources are no legally binding offer.

To place a legally binding offer the customer must confirm our offer in writing. The order will be valid only after our order confirmation in writing or after issuing our invoice. We have the right to refuse orders.

Date of delivery

We are eager to keep to the agreed time of delivery. We cannot be blamed responsible if our suppliers fail to deliver (in quantity, in time, in quality) out of what-so-ever reason or due to external factors outside of our control.

We cannot be blamed responsible for delays in delivery due to force majeure, unforeseeable breakdown, strike, delays in transport or by improper or revised information or changes to the order outside of our control.

Pricing and Terms of Payment

In general our offers and invoices will state the exact purchasing terms, currencies and forms of payment. We have the right to charge additional payment surcharges in case you deviate from the agreed purchasing terms (currency, form of payment, receipt in timely manner). Software & Hardware remain our property till full payment has been settled.

The customer is responsible for checking our invoices for correctness and to send written requests for invoice corrections within the period of payment. With the payment the customer accepts the correctness of the invoice. In case of automatic cash withdrawal the customer can request invoice changes within 30 days after the payment. Later claims regarding paid invoices will not be accepted.

In case of delay of payment we will charge 40 Euro penalty with the 2nd warning letter. If payments are not received after our bill warning in due time, we will de-activate the software until receipt of payment. If you open warranty claims this has no postponing effect on your obligation to pay any outstanding amounts. In case of non-payment despite our warnings we have the right to transfer open claims to debt collection agencies or further legal actions.

All pricing is done in the named currency excluding any local taxes that might be added if necessary and excluding additional cost customs, insurance and freight. We are entitled to deliver in part-orders and to bill different part-orders on separate bills or on one bill.

Changes in price are valid with immediate effect if nothing else is stated.

Future orders will be based on the prices that are valid at the date of delivery. Discounts for higher quantities are only valid if the higher quantity is delivered in a single order lot.

Prices for sub-contractors or third parties (suppliers) will be adjusted when needed. Other terms may apply for international projects.

Payment by cheque: in case of necessary cheque replacement an amount of EUR 100 per cheque is payable and the replacement cheque must be presented by no later than 7 days from the original cheque date; in case of late renewal an amount of EUR 100 comprising administration charges; in case of dishonoured cheques an amount of EUR 100 plus all expenses incurred by us in connection with recovery of the fund.

In case of necessary repeated billing changes that are requested by the customer (refunds, credit notes, invoice details) we can charge an administrative charge of 45 Euro per change.

Service Contract Periods and Cancellation

Minimum period for Service-Contracts: The minimum contract period for any recurring fee, software service (hosting account, support extension, annual maintenance contract) is 24 months, if not stated otherwise in the quotation. Start of the contract is the delivery date. If the customer cancels one or all devices during the minimum contract period, all remaining fees (for single devices starting with the activation in the software) of until the end of the minimum contract period will remain payable.

For service contracts with yearly contract period after the minimum contract duration there is an automatic yearly extension if not cancelled in writing 8 weeks prior to the end date of the contract year.

For service contracts without yearly contract period after the minimum contract duration there is a 3 months notice period, calculated from the end of the month, the contract ends on the last day of the month in 3 months.

The customer can cancel the fee, the service or the account in writing (via fax or email) and this cancellation needs our written confirmed to become effective.

Rates, cost increases and travel expense

Prices, service fees and hourly charges will be published and updated online on our website. The prices will be increased based on inflation or due to exchange rate fluctuations.

We will charge any additional costs to lump sums only if the deviation was not caused by us or outside of our control.

The package price for services is based on delivery in our standard working hours. If you request us to work outside of standard business hours, we will charge 50% premium, on weekends and holidays 100% premium apply.

Any travel expense will be charged to you as agreed, depending on distance or tickets. Travel times will be charged as working times.

Our Technical Documentation

The technical documentation that can be found online (<http://knowhow.gps.at/display/GPSEN/GPS-Manuals-Public>) is a binding and mandatory information that describes the startup, application and installation of our products and services as well as limitations, exceptions and frequently asked support questions. Information that cannot be published online, will be provided via email.

Customer Requirements

The customer has to fulfill the following requirements so that we can deliver in quality, in time and for the agreed pricing:

- Postpaid SIM cards (if not included) for each tracking box. The SIM card has to be activated, both for GPRS and SMS (sometimes voice) and the PIN code must be de-activated by the customer. Only if the SIM card is part of the provider's offer, the customer must not use the SIM card outside of the tracking unit or mis-use it for other purposes. In case of mis-use the provider will charge of 500 EUR.
- The customer's cooperation is required for installation, support and error-solving. The customer will provide remote access according our technical documentation and support with any kind of tests free of charge.
- If we deliver products or services, the customer will test the delivery within reasonable time and reply back with a written error protocol within 10 working days. Without an error protocol in writing the delivery is accepted automatically within 10 working days.

Mapping Data Licenses and Third Party Licenses

- The standard license includes mapping data based on OpenStreetMaps.
- The permanent availability or accuracy of mapping data or errors and missing mapping details cannot be guaranteed or influenced or controlled by us.
- We will show additional mapping provides (such as Google Maps or BING maps) based on their terms, additional license prices and outside of our warranty.

Warranty / Limitation of Warranty

Standard legal warranty is limited to 12 months from date of delivery, the warranty for internal batteries or accus is limited to 6 months. The software will be delivered with the current version and as defined in our online documentation. The technical comments and usage terms in the UserManual are binding.

We are only responsible for the warranty of devices, hardware or accessories that have been purchased and delivered directly by us.

The warranty only is valid for the customer and expires if the devices or software are handed over to third parties.

Warranty cases will not extend the initial warranty period.

Warranty claims can only be made to issues or problems that can be reproduced.

Hardware-Warranty (if delivered by us): The warranty is limited to the tracking unit itself with pre-configured settings. Failures that are caused by wrong or improper in-vehicle installation cannot be claimed as a defect of the product. External or other reasons for damages are excluded: if a tracking unit is damaged due to wrong installation, dirt, over-power, humidity, temperature or if it is a defect of batteries or external connected accessories.

For repairs under warranty the customer must fill in the RMA form and send back the defective device to his point of purchase. There is no automatic replacement of devices. The customer is liable to pay any costs related to shipment (both ways), local replacement of the device or local vehicle checks.

Software-Warranty: We cannot guarantee that all software features support all tracking unit options or vice versa. The technical exceptions and limitations of the UserManual or installation manuals apply. If a warranty claim refers to a severe error of the software ("software does not function as documented"), we will provide a solution ("bug fix") within the next available update for all concerned customers. The customer accepts that neither the device firmware nor the application software can be delivered 100% without minor mistakes and that inconveniences or small errors do not entitle a warranty claim, to a free update or emergency actions.

For free software or software features that are not supported anymore ("end of lifetime") we don't provide free support.

Technical Support

Technical support and any services in general are not for free and will be billed according your support contracts or based on effort.

- For every delivery support for a pre-defined startup period is included. The startup period is 10 days (for hosting) and 30 days (for servers) in general and starts with the day of delivery.
- All support cases will be dealt with our helpdesk system via mail and will be processed according our technical documentation. Our support is restricted to software questions and tracking units delivered by us.
- We can only support "known customers". Support requests from unknown emails cannot be processed due to data protection.
- Our office hours, support hours and closing periods will be communicated online. There is no guarantee for permanent on-call support.
- New incoming cases will be processed based on severity of the problem and time of creation. Solutions will be made available at least with the next software update (at least 4 times per year).
- Server Customer must provide Remote access according our technical documentation.

Not included Support based on Time and Effort

Any technical support (beyond warranty issues as stated above) via phone, email or face-to-face that is requested by the customer is charged based on time and effort if nothing else has been agreed in writing. The following services go beyond our device and software warranty and will be charged at our hourly rates based on current prices regardless if the inquiry is posted online, by email, phone or personal visit:

- Any hardware-related support if the hardware (devices, accessories, installation) has not been purchased by us or in case an end-user directly interacts with us, but the equipment was delivered by intermediary.
- Training of new users and any travel expense (online, email or phone)

- Answering questions that are documented in the UserManual or InstallationManual
- More than 2 support cases per asset per year or in total more than 1 hour support work per asset per year for remote support for vehicles in case of problems (help by phone or email, check of settings)
- Additional update and installation costs if the customer doesn't provide remote access according our documentation
- If the software is negatively affected by wrong in-vehicle installation (wrong SIM cards, wrong wiring)
- General IT tasks that are in the responsibility of the customer (re-starts, reports, etc.)
- Solving errors that have been caused by the customer or third parties
- Updates and configuration changes of vehicles by remote updates
- Improving performance issues of servers
- Changes and new features, new reports, software adoptions or interfaces
- New installations (on other or new servers)
- Data import, data recovery or interface adoptions after system crashes (if possible)
- Deletion of viruses or defects that have been caused by viruses
- Delivery of new software products
- System changes due to necessary legal regulations
- Higher SIM card costs for roaming or due to usage of SIM cards without data packages
- Map data updates (related to the vehicles)

Cancellation of Orders

If we find out in the course of a project, that it is not feasible or illegal to perform the work, we will inform the customer. The customer shall change the requirements. Otherwise we can withdraw from fulfilling the order. If we withdraw from the contract, we can invoice all our current expenses that are connected to the order.

The customer may only withdraw from the order with our written approval. If we approve the withdrawal, the cancellation penalty will be our existing expenses plus at least 50% of the contract value that has not been paid so far or even more if there was a minimum contract period value.

Cancellation of Orders for Consumers inside European Union

Depending on local consumer protection law or E-Commerce Directive consumers within the European Union only might get preferential treatment according to European Union law.

Limitation of Liabilities / Loss of Data

We are not liable to any form of negligence. Neither we nor parties acting in our name are liable to any incidental, consequential, special or indirect damage arising out of the delivery or installation of our products including loss of profits or cost of cover or repair (even if the party informed us about such a case).

- There is no claim for any damages if our technical instructions for installation or operations have not been followed by the customer.
- As our service depends on complex external factors or external exceptions (GPS Signal loss, signal distortion, GSM signal loss, internet network problems) we cannot guarantee that the software or the tracking units are working without error all the time.
- In particular we cannot guarantee accuracy and timeliness of data or prevent loss of data at any special time
- We cannot be made responsible for wrong data due to external sensors or data from RS232 sources or CANBUS data.
- In particular we cannot guarantee that data is partly lost or that data is transferred too late as the cause might be outside of our control due to other networks, acts of god, technical limitations or depending on single tracking units.
- The customer is responsible for exporting data and doing data backups. We are not responsible for loss of data.

- We cannot guarantee the acceptance of our reports (“electronic logbook”) by third parties (e.g. tax authorities).

Data Protection Declaration and Confidential Information

We treat all customer data according our data protection declaration that can be downloaded from our website. Our data protection declaration is mandatory for all our orders and services.

The customer is responsible to keep passwords and user data confidential and to obey to data protection laws.

After the contract termination any customer software data will not be accessible anymore and deleted irrevocably.

Binding Agreements

Any agreements have to be confirmed in writing. We are not bound to any oral promises. Any changes to these terms must be done in writing and approved by us.

Place of Jurisdiction and Governing Law

For commercial customer all disputes arising out of this contract or related to its violation, termination or nullity shall be finally settled by the responsible local Austrian court at the location of our Austrian main office. Austrian law is applicable.

Changes

We can change these standard conditions any time. Changes will be published online.