

Terms and Conditions for use of Pinpoint Communications Applications

1. Introduction

All products, software or services supplied by Pinpoint Communications to the Customer are supplied pursuant to the terms and conditions as set out in this agreement.

2. Definitions

"Customer" means the purchaser of the products and or services offered by Pinpoint Communications

"Pinpoint" means Pinpoint Communications Pty Ltd ABN 30 091 898 547

"Viewer" means person, company or any legal entity browsing or accessing the Pinpoint website or applications.

"Goods" means the products and, if any, services offered for sale by Pinpoint to the Customer and described online.

"Quotation" means the written or electronically generated quotation or method used by Pinpoint to respond to orders or request for goods by the Customer.

Pinpoint Advanced Vehicle Manager System ("AVM") means the applications available to customers to monitor and communicate with the active trackers on the system.

"Applications" means software applications developed by Pinpoint for the sole use of its Customers. This includes but is not limited to the AVMWeb Application, Locator Client, Day of Operations and other programs developed from time to time by Pinpoint.

3. General

By accessing or using our website or application, the Viewer agrees to be bound by the Terms and Conditions set out below.

We may change the Terms and Conditions from time to time without notice. By continuing to use our website or application you accept the Terms and Conditions as they apply from time to time, as displayed on this website or application.

The AVM and this website or application, incorporates and comprises of copyright material (including databases, computer programs, design and layout features, graphics and other literary and artistic works) which is protected by copyright law and international treaties. The Customer may not reproduce, modify, alter, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell the site or any part of it or information obtained from the site. The Customer agrees that any breach of its obligations will cause irreparable harm and damage to Pinpoint Communications. Pinpoint Communications shall be entitled to an injunction, specific performance and other equitable relief to prevent or cure a breach of any provision of this Agreement.

4. Terms of Sale

The goods sold by Pinpoint are on the following terms and conditions

Pricing:

Pinpoint quotations are valid for the period stated, or if no period is stated then within a 30 day period from the date of the quotation.

Prices and fees are subject to change without notice unless agreed between Pinpoint and the Customer in writing. Pinpoint reserves the right to change any quotations submitted to the Customer as a result of clerical errors.

Prices do not include freight, call out fees, installation or configuration charges unless stated in writing. Unless otherwise specified, all prices quoted are exclusive of goods and services tax ("GST") and other taxes. Except to the extent that any GST or other taxes have already been specifically included in the price, the Customer must pay the amount of any applicable GST or other taxes at the time of payment for the Products.

Payment:

Unless otherwise agreed by Pinpoint and the Customer in writing, payment must be made within 30 days of the date of invoice for all goods supplied.

Short Delivery:

The Customer waives any claim for shortage of any Goods delivered if a claim in respect for short delivery has not been lodged with Pinpoint within seven (7) days from the date of receipt of Goods by the Customer.

5. Warranty

- a. Subject to clause 5 (c) and (h), Pinpoint warrants that any Goods (not including services) supplied to the Customer will be free from defects in materials and workmanship for a period of twelve (12) months from the date of the invoice in relation to such Goods. Any such defects will be remedied by repair or replacement at the sole discretion of Pinpoint. This warranty shall only apply when the goods are used for their intended purpose.
- b. It shall be the responsibility of the Customer to return the relevant Goods at the Customer's cost to Pinpoint for warranty repairs to be carried out, otherwise charges shall apply.
- c. The warranty referred to in clause 5(a) shall become null and void if:
 - i. The Goods are modified, installed, or adjusted in any way by personnel who are not authorised by Pinpoint.
 - ii. The Goods are exposed to environmental conditions beyond their intended application.
 - iii. The Goods are affected by fire, water or flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges, 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 Pinpoint.
 - iv. The Goods are physically or operationally damaged whether deliberately or by misuse.
 - v. The Goods are or have been subjected to Radio Frequency or Electromagnetic Interference whatsoever.
 - vi. There occurs any system or equipment malfunctions caused by the abnormal operation, or by unspecified, undocumented, or unexpected operation of any third party computer hardware or system.
- d. Where the system operation is dependent on third party telecommunications infrastructure, landline, or radio communications service, Pinpoint shall not be responsible for system or product performance due to the unavailability of these telecommunications services. Similarly,

Commercial in Confidence

Copyright © Pinpoint Communications Pty Ltd. ABN: 30091898547 Sydney Australia 2017

Page 2 of 4

Pinpoint shall not be responsible for the reliable operation of any equipment based on any form of radio technology where that equipment is operated in a fringe radio coverage area where the reliability and integrity of the radio signals may be unacceptable to Pinpoint.

- e. Any system or software performance is not warranted against failure, interruption, unavailability, or incorrect operation caused by computer malfunction or insufficient hard disk capacity when the Customer supplies the computer hardware.
- f. Where the Products include software, Pinpoint Communications does not warrant that:
 - i. the software will run error-free, will run uninterrupted or will meet the Customer's data processing requirements;
 - ii. the software will not contain any virus or other harmful code or device; or
 - iii. installation or attempted installation of the software will not cause corruption to other programs or files stored on computer hardware or to any network.
- g. To the full extent permitted by law:
 - i. Pinpoint Communications excludes all express and implied terms, warranties and conditions (other than the ones set out in these Terms and Conditions);
 - ii. Pinpoint Communications limits its liability in relation to any implied terms, warranties and conditions that are incapable of exclusion, in relation to the supply of the Goods under these Terms and Conditions, including damage or economic loss to anyone, whether or not Division 2 of Part V of the Trade Practices Act 1974 (Cth) or any law to a similar effect applies, at the option of Pinpoint Communications, to:
 - 1. In the case of goods, to the repair of the equipment or at the option of Pinpoint Communications, replacement of the equipment or the supply of equivalent equipment; or
 - 2. In the case of services, to the supplying of those services again.
- h. The warranty under clause 5 (a) shall not apply until payment for the goods or services has been received in full by Pinpoint. However, when the payment is received, the date of commencement of the warranty period shall be the date of the invoice.
- i. Pinpoint is not liable in contract, tort (including negligence), in equity, by operation of statute (to the extent liability may be excluded by law) or otherwise for any kind of indirect or consequential loss or damage, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contracts, loss of goodwill or loss arising from business interruption arising out of or in connection with these Terms and Conditions incurred or suffered by the Customer or any other person.

6. Delivery

Any delivery times made known to the Customer are estimates only. Pinpoint will not be liable for any late or non-delivery of the Goods to the Customer. Pinpoint will not be liable for any loss, damage, or delay occasioned to the Customer or any other person arising from such late or non-delivery. The Customer acknowledges that all Goods are sold delivered duty paid unless otherwise stated on the invoice.

7. Retention of Title

- a. Full legal and equitable title of the Goods (not including services) and ownership of the Goods will be retained by Pinpoint until such time as the whole of the purchase price for the Goods (and associated costs, duties and charges invoiced for the Goods - "Invoiced Cost") have been received in clear funds by Pinpoint.

- b. Until the Invoiced Cost has been paid in full, Pinpoint may enter the Customer's premises (or the premises of any associated person where the Goods are located) without liability for trespass or any resulting damage and retake possession of the Goods. Pinpoint may resell any Goods that have been repossessed.
- c. If the Goods are resold by the Customer, the Customer must hold such part of the proceeds of sale as represents the Invoiced Cost in a separate identifiable account as Pinpoint beneficial property and pay such amount to on request.
- d. Despite clauses 8(a) to 8(c) above, Pinpoint will be entitled to maintain an action against the Customer for the Invoiced Cost.
- e. The Customer must provide Pinpoint with any financial or other information relating to the financial condition, business, assets and affairs of the Customer as and when reasonably requested by Pinpoint for the purposes of enabling Pinpoint to determine whether the Pinpoint's right to receive moneys from the Customer under these terms and conditions is prejudiced for any reason.
- f. Risk in the Goods shall pass to the Customer on delivery.

8. Security

The Customer may be issued with a user name and password. The Customer is responsible for maintaining the confidentiality of the user name and password provided and is fully responsible for all conduct carried out under the provided user name and account.

9. Disclaimer

The information on this website or application is provided in good faith and Pinpoint believes it to be accurate. However if the Viewer wishes to obtain services from Pinpoint, they should not rely solely on the information in this website or application but should make specific enquiry concerning the nature of the goods and related services and their suitability for the use to which they will be put. Unless stated otherwise, all information on this website or application is supplied without any warranty, condition or other terms as to the quality of any goods or their suitability for any particular purpose.