

ATILZE PRODUCT PURCHASE SCHEDULE

20191008

This Atilze Product Purchase Schedule is incorporated and forms part of the Atilze Telematics General Terms and Conditions.

The following terms apply to the purchase of Atilze Product.

Unless expressly defined in this Schedule, all capitalized words will have the same meaning ascribed in Atilze Telematics General Terms and Conditions.

1. Delivery and Risk

1.1 Delivery by Atilze shall be deemed to have taken place as agreed upon in the Agreement. Delivery of the Product to Customer shall be performed in accordance with the terms of the Agreement. Atilze is entitled to carry out the delivery in stages and each stage of the delivery may be invoiced separately.

1.2 All Orders placed by Customer are subject to stock being available. Product to be delivered by Atilze to Customer is listed in the Order Form. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. Atilze will use its best endeavors to timely deliver the Product.

1.3 Risk in the Product shall pass to Customer upon delivery at the site set out in the Agreement.

1.4 If delivery of the Product or any part thereof is delayed, failed, and/or cannot be effected for any reasons caused by Customer, it nevertheless remains obliged to fulfil its payment obligations. In such case, the Product will be stored at the expense of the Customer and delivery shall be deemed to have taken place on the date the Product is ready for delivery and all risk in the Product shall pass to the Customer.

1.5 If Customer cancel any or all subsequent deliveries, Customer shall be liable to pay Atilze

any damages, losses or expenses incurred arising from such cancellation.

2. Passing of Title

2.1 Legal title to the Product shall remain with Atilze until such time as Atilze has received full payment of the Product supplied by Atilze to Customer and all other sums due to Atilze under the Agreement, or any other agreements.

2.2 Until title to the Product has passed: -

(a) Atilze shall be entitled to remove the Product belonging to it from the Customer's possession, from the Vehicle, or from the possession of a third party. Customer shall render all assistance necessary relating to the removal and will be liable for any reasonable costs in relation to the removal;

(b) Atilze shall be entitled to seek a court injunction to prevent Customer from selling, transferring or otherwise disposing of the Product; and

(c) Customer shall store or otherwise denote the Product in respect of which property remains with Atilze in such a way that the same can be recognized as the property of Atilze.

3. Inspection and Claims

3.1 Inspection. Customer is obliged to inspect, or to arrange inspection of, the Product on delivery, or at least as soon as possible thereafter. In this respect Customer is obliged to ascertain whether: (i) the correct Product has been delivered; and (ii) that the quantity meets the quantity stipulated in the Order Form.

3.2 Damaged Product. Product that is obviously damaged should be rejected. If damaged Product is accepted from transporter, Customer must inform transporter immediately before transporter leave Customer's premises and must inform Atilze within twenty-four (24) hours after receipt of the Product to arrange for an inspection and a pickup of the damaged Product. All damages should be noted on the delivery order prior to the transporter leaving Customer's premises. Customer shall keep the Product in the original box and packaging intact and in good order.

4. Charges and Payment Term

4.1 Customer is required to pay the relevant charges for the purchase of the Product in accordance with Atilze Telematics General Terms and Conditions.

5. Disclaimer of Warranties

5.1 Except as expressly provided herein, The Product is provided on an 'as is' basis, with all faults. Customer assume all risks and liability arising from or relating to its use of and reliance upon the Product. Atilze does not make any representation or warranty of any kind, whether oral or written, whether express or implied, or arising by law, custom, course of dealing, course of trade, with respect to the quality, performance, non-infringement, commercial utility, merchantability or fitness of any Product for a particular purpose.

5.2 There is no warranty of workmanlike effort, compatibility to any vehicle, or software.

5.3 Atilze exclude liabilities under this Clause.

6. Limited Warranty

6.1 Atilze provides certain limited warranty on the Devices purchased. Unless expressly provided for in the Agreement, the limited warranty provided does not include Accessory. The most recent version of such Limited Warranty can be found on www.atilze.com.

7. Extended Warranty

7.1 The limited warranty under Clause 6 shall expire on the expiry of the warranty period. If Customer wishes to extend the limited warranty provided under Clause 6, Customer may subscribe for Extended Warranty Support Service. Any charges to be paid for such Extended Warranty Support Service will be set out in the Order Form.

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