

## ATILZE PRODUCT RENTAL SCHEDULE

20191008

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

The following terms apply to renting of the Product by Customer from Atilze.

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

### **1. Rental of Product**

1.1 Customer is required to subscribe to Atilze Fleet Service when Customer rents Product from Atilze.

### **2. Term and Termination**

2.1 The Agreement shall come into force on the Effective Date, and shall continue to be in force until terminated by either Party in accordance with Atilze Telematics General Terms and Conditions.

### **3. Delivery and Risk of Product**

3.1 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.

3.2 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.

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

3.4 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.

### **4. Title of Product**

4.1 Atilze shall retain all legal and beneficial title to the Product. No title or right to the Products shall pass to the Customer.

4.2 In the event of a default under the Agreement, Atilze shall be entitled to de-install and remove the Product belonging to it from the Vehicle, or from the possession of a third party. Customer shall render all assistance necessary relating to the de-installation and removal. Customer shall be liable for any costs in relation to the de-installation and removal.

### **5. Insurance of Product**

5.1 Customer shall insure and keep insured the Product against all risks (including without limitation, fire flood, and other perils) up to the replacement value thereof as well as to cover any consequential loss of profits as may be deemed necessary by Customer and to ensure that and that all such insurance policies shall include a waiver by the insurer of its rights of subrogation against Atilze.

### **6. Disclaimer of Warranties**

6.1 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.

6.2 There is no warranty of workmanlike effort, compatibility to any vehicle, or software. Atilze shall not be liable for loss of data, loss of User Data, inability to access to Atilze Platform, or the Product requires modification, alteration, render the same to be obsolete, or otherwise affect its performance.

6.3 Atilze exclude liabilities under this Clause.

## 7. Product Service

7.1 Subject to Clause 7.2, in the event the Product is found to be defective during the Term of the Agreement, Customer's sole and exclusive remedy and our entire liability under the Agreement will be, at our option: -

- (a) repair the Product by means of remote support, such as, but not limited to telephone and/or email support;
- (b) repair the Product; or
- (c) replace the Product.

7.2 The above Product service does not cover the following: -

- (a) failure or damage of the Product results from misuse, accident, modification, unsuitable physical or operating environment, power surges, and/or improper maintenance by Customer;
- (b) damage of the Product arises from the use of device or equipment that is not supplied by Atilze or on Atilze's behalf for use with the Product;
- (c) any third-party services engaged by Customer; and/ or
- (d) lost or stolen Product.

7.3 Customer shall be liable to pay the full replacement value of the Product under any circumstances arising under Clause 7.2.

## 8. Charges and Payment Term

8.1 The charges for the rental of the Product is bundled together with Atilze Fleet Service. As such, Customer is required to pay the relevant charges set out in the Order Form in accordance with Atilze Fleet Service Schedule.

## 9. Return of Product and Dismantling

9.1 Customer must allow Atilze to dismantle the Product from the Vehicle, its possession and/or in third party possession upon: -

- (a) termination of Atilze Telematics General Terms and Conditions;
- (b) termination of this Schedule;
- (c) termination of Atilze Fleet Service; or
- (d) upon request by Atilze.

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