

REDWEB TECHNOLOGIES LTD

TERMS AND CONDITIONS FOR TRACKING PRODUCTS, SOFTWARE AND SERVICES

PRELIMINARY ABOUT US

RedWeb Technologies Ltd is a company incorporated and registered in England and Wales (company registration number: 06997431) whose registered office address is at 1G Network Point, Range Road, Windrush Park, Witney, Oxfordshire OX29 0YN („RedWeb“). Our trading address is: **Borman Lichfield Road Estate Tamworth Staffordshire B79 8BU. Our VAT number is:981324221.**

SCOPE OF THESE TERMS

All RedWeb tracking systems use Global Systems for Mobile Communications („GSM“) technology. Each system is comprised of a tracking unit (which contains a SIM card) which transmits data to our servers, enabling you to access the data via the web. In order to access your data, you need to have a current licence to use our online service (at www.RedWebSecurity.com). The tracking device may be a device supplied by us or a Blackberry wireless device onto which RedWeb tracking software has been installed. These terms and conditions (**Terms**) apply to all purchases of tracking equipment (and accessories), SIM cards and call credit for use in conjunction with a tracking unit, tracking software and the provision of access to data generated by your tracker. The following is a non-exhaustive list of tracking products covered by these terms: **RX1, RX3, RX6, RX8 and RX9.**

Upon our written acknowledgment of your order being issued, separate contracts will come into existence on the terms of Parts A to D (or whichever of them are appropriate) in respect of the products and services you have purchased. Part A of these Terms applies to sales of equipment and accessories, Part B to tracking software, Part C to the provision of online tracking services and Part D to SIM cards and call credit. All contracts on the terms set out in Part B and Part C shall apply to one device only and as such, multiple contracts will come into existence on the relevant terms where your order includes our online service in relation to more than one tracking device or tracking software licences for more than one device (as the case may be). These Terms are applicable to all sales to end users and re-sellers (referred to below as “distributors”) of the products and services to which they relate. No substitution of these Terms and no variation or addition to them, shall be effective unless specifically and expressly approved by a director of RedWeb in writing.

Where used in Parts A to C below, „**Terms**“ means the terms and conditions contained in that Part only.

HOW TO ORDER

You can place an order for a RedWeb Tracking System by telephone or post. Please contact us on 01827 60082 for more information.

Please note that we do not provide online access to tracking data generated by tracker units which we have not supplied or which do not use SIM cards supplied by us (other than Blackberry wireless devices onto which RedWeb Tracking software has been downloaded). **PART A SALES OF TRACKING DEVICES**

A1 DESCRIPTION

The products ordered will comply with the technical description in relation to those products given in RedWeb’s current brochure (i.e. as to the manner of operation, technology used and approximate dimensions, volumes and weight). All other descriptions, whether written or pictorial, provided by RedWeb or the Customer do not form part of the contractual description of the goods.

A2 PRICE AND PAYMENT

The price payable shall be in accordance with RedWeb’s quotation, provided that the order is placed within 4 weeks of the date of the quote. Otherwise, the price shall be in accordance with RedWeb’s current price list. Unless agreed otherwise, the full purchase price shall be payable immediately upon the Customer’s order being accepted, which shall be prior to delivery being made. If the price is not paid on the due date, RedWeb may cancel the Customer’s order. Time shall be of the essence of the Customer’s obligation to pay the purchase price.

RedWeb may terminate an order which has been acknowledged (but against which full delivery has not been made) in the event that an administrator (or administrative receiver) is appointed in respect of the Customer, a winding up petition is presented in respect of the Customer, the Customer enters into any form of arrangement with its creditors or ceases or threatens to cease to carry on business. This is without prejudice to RedWeb’s other rights of termination under the general law. All prices are exclusive of VAT and delivery charges unless stated otherwise.

A3 DELIVERY

Delivery of products shall be made within 3 weeks of RedWeb’s acknowledgement of order or such other time as shall have been agreed between RedWeb and the Customer. Delivery shall take place at RedWeb’s premises unless the Customer has paid RedWeb for carriage, in which case delivery shall take place at the Customer’s address as stated in the order (or such other address as shall have been agreed upon by the parties). The Customer’s sole remedy in the event of delay shall be to cancel the order (in accordance with Section A7). RedWeb shall not be liable for any loss or damage incurred by the customer as a result of the delay. Time shall not be of the essence in relation to delivery. Delivery may be made in instalments unless agreed otherwise. Each delivery shall be treated as a separate contract for the purposes of passing of risk and product rejection.

A4 TITLE AND RISK IN GOODS AND EQUIPMENT

(Subject to the next paragraph) risk passes from RedWeb to the Customer on delivery. Title in, and beneficial ownership of, goods and equipment shall remain in RedWeb notwithstanding delivery or installation until the Customer has paid (i) the full price for such goods and equipment; and (ii) all other sums whatsoever due to RedWeb. The Customer grants RedWeb the right to enter premises at which goods are stored, or may be stored, for the purpose of repossessing them in accordance with this clause.

If the Customer wrongly refuses to accept delivery, RedWeb may store the goods for such period as it determines to be appropriate, at the Buyer’s expense, prior to completing delivery. Any period of storage shall be without prejudice to RedWeb’s right to treat the contract as having been repudiated by the Customer. In the circumstances to which this paragraph applies, risk shall pass to the Customer from close of business (5pm) on the last day on which RedWeb could have made delivery in accordance with these Terms.

A5 FORCE MAJEURE

No failure or omission by RedWeb to carry out or observe any of the provisions of these Terms shall give rise to any liability on the part of RedWeb or be deemed to be a breach of contract if such failure or omission directly or indirectly arises from circumstances beyond its control including acts of God, fire accident, strike, lockout, civil disturbances or labour dispute,

or regulations of Government or shortage of materials or fuel, or form any cause whether or not of same nature of the foregoing beyond the control of RedWeb.

A6 WARRANTY

(1) Subject as provided below, RedWeb warrants that goods supplied shall be free from defects in workmanship or materials and reasonably fit for the purpose for which they were designed from the date of delivery for a period of 12 months, but RedWeb’s sole liability under such warranty shall be limited to replacing or repairing the goods which RedWeb accepts as having being defective in materials or workmanship.

(2) RedWeb shall incur no liability under this warranty -

(a) unless it is promptly notified in writing upon discovery of any defects by the Customer and such notification is received within the 12-month warranty period.

(b) for any equipment in which the alleged defect is found on examination to have been caused in whole or in part by misuse (including without limit use otherwise than in accordance with the instructions provided with the goods), neglect, overload or any alteration or attempt to remedy any alleged defect by anyone other than an authorised representative of RedWeb.

(c) until the full price has been paid to RedWeb.

(d) in connection with external damage to units, for example as a result of deployment on third party assets.

Customers shall be liable to reimburse RedWeb for the time spent by its engineers (at the rate of £50 plus VAT per hour) investigating any warranty claim in relation to a device which has been notified to RedWeb, where the fault resulted from the Customer’s failure to follow RedWeb’s instructions when using a device or other inappropriate use of the product.

The benefit of this warranty is limited to RedWeb’s Customer. It is not enforceable by an end user other than the Customer.

A7 CANCELLATION BY CUSTOMER

The Customer may not terminate a contract on these Terms unless this is due to: (1) material non-compliance with description; (2) failure to make delivery on time; (3) material defect in the quality of the goods or material lack of fitness for purpose AND 14 days written notice of the problem has been given to RedWeb (commencing on the date of actual receipt of the notice) during which time the Customer has given RedWeb all reasonable opportunities to rectify the breach, and the breach has not been rectified.

Where delivery is made by instalment, each delivery shall be severable. Problems with an individual delivery shall entitle that Customer to cancel that part of its order (provided the provision of the previous paragraph apply) which relates to that delivery, but not the order as a whole.

All other rights of termination which the Customer might otherwise have under the general law are expressly excluded. Where the Customer terminates a contract (or part of a contract), RedWeb shall not be liable for any damages in connection with losses incurred by the Customer (other than to refund any part of the purchase price which has been paid) and termination shall be the Customer’s sole remedy.

Notwithstanding any other provision in these Terms, no contract on these Terms may be terminated in whole or in part where the breach complained of relates to goods which have been accepted. All goods shall be deemed to have been accepted no later than 30 days after delivery has occurred, unless the contract has been terminated in relation to those goods prior to the expiry of that time.

A8 ASSIGNMENT

No contract entered into on these Terms shall be capable of assignment by the Customer, without RedWeb’s express written consent.

A9 GENERAL

The construction validity and performance of any contract made on these Terms shall be governed by English law and all disputes under or in connection with such contract shall be decided by the English Courts. If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall continue in full force and effect as though the unenforceable clause(s) had not been included within the Terms.

Any concession, latitude or waiver allowed by RedWeb on any occasion shall apply to that occasion only and shall not prevent the full exercise by RedWeb of such rights on any subsequent occasions.

Contracts on these Terms are contracts for the sale goods. These Terms do not contain any express or implied licence of intellectual property rights to the Customer.

A10 THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING:-

Notwithstanding any other provision in these Terms:-

(1) RedWeb accepts no liability in connection with any losses incurred by the Customer as a result of the Customer failing to follow the instructions provided with a tracking device.

(2) Without prejudice to the other exclusions and limitations in these Terms, RedWeb’s liability in connection with any order (whether arising in contract, tort (including without limit negligence) or otherwise) shall not in any circumstances exceed the purchase price of the goods ordered. The Customer agrees that it shall not in any circumstances bring proceedings in tort (or otherwise) directly against any employee or officer of RedWeb.

(3) RedWeb is not liable for any consequential losses (including without limit loss of profits, business or goodwill or loss or damage to property) arising (whether in contract, tort (including negligence) or otherwise) from use of any tracking product, including without limitation in circumstances in which the product fails to function.

(4) All warranties which would otherwise be implied into these Terms (including without limit as to quality and fitness for purpose of goods or services) are expressly excluded. The Customer’s sole remedies in connection with such matters in relation to goods supplied shall be in accordance with sections A6 and A7 of these Terms.

(5) Nothing in these Terms excludes or limits RedWeb’s liability for personal injury or fraud.

(6) Whilst every care is taken to ensure that information given in catalogues, corresponding quotations or other documents is accurate, no responsibility is accepted for any errors which may occur therein and such documents do not constitute part of the Customer’s contract with RedWeb (save in relation to the technical description, as provided by section A1 of these Terms). In addition, RedWeb shall not be liable for any losses caused by inaccurate information or recommendations which have been provided to the Customer in good faith.

(7) Without prejudice to the other limitations and exclusions of liability in these Terms, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) in connection with the failure of a device to track if this is caused by lack of credit on a „Pay as you Go“ SIM card supplied by the customer or any loss of data due to

problems with any part of the telecommunications infrastructure on which the tracker is dependant. **PART B BLACKBERRY WIRELESS TRACKING SOFTWARE**

B1 LICENCE FEE AND DELIVERY OF SOFTWARE

RedWeb’s tracking software for Blackberry devices („Software“) is licensed on an annual basis. The annual licence fee is payable in full immediately upon acceptance of the Customer’s order. Time shall be of the essence of the Customer’s obligation to pay the licence fee. Upon receiving payment of the annual licence fee, RedWeb will supply the Customer with a link to download the software along with a step by step users guide, which will enable one copy of the software to be downloaded to a single Blackberry wireless device. In order for the Software to function correctly it must be used in conjunction with a Blackberry device having the following minimum specifications:

- Blackberry OS version 4.5 or higher
- an inbuilt GPS receiver

The SIM will use Approx 120 Bytes of data each time the unit reports in.

B2 GRANT AND SCOPE OF LICENCE

In consideration of payment of the agreed licence fee and the Customer agreeing to abide by these Terms, RedWeb hereby grants to the Customer a non-exclusive, non-transferable licence to use the Software in the UK on these Terms.

The Customer may:

- (1) download, install and use the Software for private or internal business purposes only on one Blackberry wireless device;
- (2) transfer the Software from one Blackberry wireless device to another provided it is used in only one device at any one time; and
- (3) make up to one copy of the Software for back-up purposes only.

B3 THE CUSTOMER'S UNDERTAKINGS

Except as expressly set out in these Terms or as permitted by any local law, the Customer undertakes:

- (1) not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (2) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- (3) not to make alterations to, or modifications of, the whole or any part of the Software;
- (4) not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing;
- (5) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (6) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with these Terms;
- (7) to replace the current version of the Software with any updated or upgraded version or new release which may be provided by RedWeb without additional charge under these Terms immediately on receipt;
- (8) to include RedWeb’s copyright notice on all entire and partial copies you make of the Software on any medium; and
- (9) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from RedWeb.

B4 INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all intellectual property rights in the Software anywhere in the world belong to RedWeb, that rights in the Software are licensed (not sold), and that it has no rights in, or to, the Software other than the right to use them in accordance with these Terms.

The Customer acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.

B5 WARRANTY

RedWeb warrants that for a period of 90 days from the date of installation (**Warranty Period**) the Software will, when properly used, perform substantially in accordance with the functions described in RedWeb’s brochure current at the time of the Customer’s order.

The Customer acknowledges that the Software has not been developed to meet the Customer’s individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

The Customer acknowledges that the Software may not be free of bugs or errors, and agrees that the existence of minor errors shall not constitute a breach of these Terms.

If, within the Warranty Period, the Customer notifies RedWeb in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with these Terms and such defect or fault does not result from the Customer having amended the Software or used it in contravention of these Terms, RedWeb will, at its sole option, either repair or replace the Software, provided that the Customer makes available all the information that may be necessary to help RedWeb to remedy the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

B6 TERMINATION

RedWeb may terminate this Licence immediately by written notice to you if the Customer commits a material or persistent breach of these Terms. This right of termination is without prejudice to RedWeb’s other rights under the general law.

Upon termination for any reason:

- (1) all rights granted to the Customer under these Terms shall cease;
- (2) the Customer must cease all activities authorised by these Terms;
- (3) the Customer must immediately delete or remove the Software from all computer equipment in its possession, custody or control and certify to RedWeb that it has done so.

B7 ASSIGNMENT

The Customer may not assign a contract on these Terms to any person, without RedWeb’s express written consent.

B8 GENERAL

The construction validity and performance of any contract made on these Terms shall be governed by English law and all disputes under or in connection with such contract shall be decided by the English Courts.

If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall continue in full force and effect as though the unenforceable clause(s) had not been included within the Terms. Any concession, latitude or waiver allowed by RedWeb on any occasion shall apply to that occasion only and shall not prevent the full exercise by RedWeb of such rights on any subsequent occasions. Contracts on these Terms are licences of intellectual property rights. No goods or services are supplied.

B9 THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING: -

Notwithstanding any other provision in these Terms:-

- (1) RedWeb accepts no liability in connection with any losses incurred by the Customer as a result of the Customer failing to follow the instructions provided in relation to the installation and use of the Software.
- (2) Without prejudice to the other exclusions and limitations in these Terms, RedWeb's liability in connection with the Software (whether arising in contract, tort (including without limit negligence) or otherwise) shall not in any circumstances exceed the value of the annual licence fee most recently paid by the Customer to RedWeb. The Customer agrees that it shall not in any circumstances bring proceedings in tort (or otherwise) directly against any employee or officer of RedWeb.
- (3) RedWeb is not liable for any consequential losses (including without limit loss of profits, business or goodwill or loss or damage to property) arising (whether in contract, tort (including negligence) or otherwise) from the use of the Software, including without limitation in circumstances in which data is lost or tracking is not successful due to a fault with the Software.
- (4) All warranties which would otherwise be implied into these Terms (including without limit as to quality and fitness for purpose of the Service) are expressly excluded.
- (5) Nothing in these Terms excludes or limits RedWeb's liability for personal injury or fraud.
- (6) Whilst every care is taken to ensure that information given in catalogues, corresponding quotations or other documents is accurate, no responsibility is accepted for any errors which may occur therein and such documents do not constitute part of the Customer's contract with RedWeb. In addition, RedWeb shall not be liable for any losses caused by inaccurate information or recommendations which have been provided to the Customer in anticipation of an order which have been provided in good faith.
- (7) Without prejudice to the other limitations and exclusions of liability in these Terms, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) in connection with the Service to collect tracking data which is caused by lack of credit on a „Pay as you Go“ SIM card or any loss of data due to problems with any part of the telecommunications infrastructure on which the tracker is dependant.
- (8) RedWeb has no liability under these Terms in relation to loss or damage resulting from failure to track occasioned by the failure of a Blackberry wireless device to perform its function.
- (9) RedWeb accepts no liability whatsoever in connection with use of the Software on devices which do not comply with the minimum specifications stated in section B1.

PART C TRACKING SUPPORT C1 THE SERVICE

In return for the annual licence fee (as agreed between the parties and stated in RedWeb's acknowledgement of order), RedWeb will record tracking data communicated to its tracking panel by the single tracking device to which these Terms relate (identified, in the case of RedWeb tracking devices, by the serial number stated in RedWeb's acknowledgement of order) and allow the Customer to access that data („the Service“).

The annual licence fee shall be payable in full immediately upon acceptance of the Customer's order. Time shall be of the essence of the Customer's obligation to pay the licence fee.

These Terms apply to online tracking services in relation to tracking devices supplied by RedWeb and Blackberry wireless devices onto which the Customer has downloaded RedWeb Tracking Software.

The duration of the Service shall be 12 months (from the date of acknowledgement of the Customer's order), subject to renewal by agreement of the parties.

The Customer acknowledges that it has had the opportunity to review the Service and is satisfied that the functionality of the Service is suitable for the Customer's needs. All implied terms in relation to skill and care or fitness for purpose are expressly excluded.

There are two levels of service: (1) Standard; and (2) White Label. The service level to be provided will be in accordance with the Customer's order. The difference between the two services is that the Standard Service permits the Customer to access tracking data online via a RedWeb-branded web-page. The White Label service allows the Customer to provide its own branded web-page from which to access tracking data. It may take up to 2 days to set up the Standard online service in relation to the Customer's device. Set-up time for the white label service will be up to 28 days (assuming that a White Label service is not currently being provided to the Customer in relation to other tracking devices). Where the Customer is already tracking through a White Label service and wishes to add another tracker to that service, the set-up time will be the same as the Standard service.

C2 SERVICE / GSM NETWORK AVAILABILITY

RedWeb reserves the right to carry out regular maintenance of the Tracking Panel, which may affect the availability of the Service. RedWeb will use its reasonable endeavours to ensure that apart from scheduled maintenance, the panel is available for use at all other times.

C3 ACCEPTABLE USE

The Service may not be used for any unlawful, fraudulent or abusive purpose and must be used as required by all applicable laws. In addition, the Service may not be used in conjunction with SIM cards or tracking devices which have not been supplied by RedWeb (other than Blackberry wireless devices). The Customer indemnifies RedWeb in relation to any legal liability which may be incurred purely as a result of the Customer's use of the Service.

A contract on these Terms can be transferred to a new device, if they have been lost, stolen or beyond repair and replacement devices are purchased with prior agreement by RedWeb.

The Customer may allow third parties (including its employees and contractors) to access the online tracking service, but this will be at the Customer's own risk. Access will be subject to the user agreeing to RedWeb's terms of use from time to time as published on the website from which the online service is provided to the Customer.

C4 CANCELLATION BY CUSTOMER

RedWeb may terminate this agreement at any time, without notice, if the Customer breaches these Terms.

No contract on these Terms may be terminated by the Customer, except in circumstances in which the Customer has lawfully terminated the contract (or part thereof) under which the device to which these Terms relate was supplied, in accordance with Section A7 above.

All other rights of termination which the Customer might otherwise have under the general law are expressly excluded. Where the Customer

terminates a contract (or part of a contract), RedWeb shall not be the purchase price (which has been paid) and termination shall be the Customer's sole remedy.

C5 SUPPORT

RedWeb may (at its discretion) provide support in connection with the Service at the rate of £50 plus VAT per hour.

C6 CONFIDENTIALITY AND DATA PROTECTION

Tracking data generated through the Customer's use of RedWeb tracking devices will not be disclosed by RedWeb (except to users of the service authorised by the Customer and such of RedWeb's employees as reasonably require access to provide the Service) without the Customer's prior consent, unless such disclosure is required by law or is to a supplier of RedWeb for the purpose of delivering the Service. The Customer is advised that all tracking data is stored on third-party servers based within the United Kingdom.

For the purposes of the Data Protection Act 1998, the Customer is the data controller in relation to any tracking data generated through the use of a RedWeb tracker. RedWeb agrees that it shall only process this data in accordance with the Customer's instructions from time to time and shall take such technical and organisational measures to protect the security and integrity of the data as are reasonably appropriate. The Customer instructs RedWeb to store tracking data for a maximum period of three months from capture and to process such data in accordance with the technical specifications of its service from time to time and the provisions of these Terms. If the customer changes these instructions, RedWeb shall be entitled to immediately terminate this agreement. On termination (howsoever arising), data shall be retained for a three month period.

C7 FORCE MAJEURE

No failure or omission by RedWeb to carry out or observe any of the provisions of these Terms shall give rise to any liability on the part of RedWeb or be deemed to be a breach of contract if such failure or omission directly or indirectly arises from circumstances beyond its control including acts of God, fire accident, strike, lockout, civil disturbances or labour dispute, acts order or regulations of Government or shortage of materials or fuel, or form any cause whether or not of same nature of the foregoing beyond the control of RedWeb.

C8 ASSIGNMENT

The Customer may not assign a contract on these Terms to any person, without RedWeb's express written consent.

C9 GENERAL

The construction validity and performance of any contract made on these Terms shall be governed by English law and all disputes under or in connection with such contract shall be decided by the English Courts. If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall continue in full force and effect as though the unenforceable clause(s) had not been included within the Terms.

Any concession, latitude or waiver allowed by RedWeb on any occasion shall apply to that occasion only and shall not prevent the full exercise by RedWeb of such rights on any subsequent occasions.

Contracts on these Terms are contracts for the supply of Services. These Terms do not contain any express or implied licence of intellectual property rights to the Customer. **C10 THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING: -**

Notwithstanding any other provision in these Terms:-

- (1) RedWeb accepts no liability in connection with any losses incurred by the Customer as a result of the Customer failing to follow the instructions provided in relation to use of the Service or any tracking device.
- (2) Without prejudice to the other exclusions and limitations in these Terms, RedWeb's liability in connection with the Service (whether arising in contract, tort (including without limit negligence) or otherwise) shall not in any circumstances exceed the value of the annual licence fee most recently paid by the Customer to RedWeb. The Customer agrees that it shall not in any circumstances bring proceedings in tort (or otherwise) directly against any employee or officer of RedWeb.
- (3) RedWeb is not liable for any consequential losses (including without limit loss of profits, business or goodwill or loss or damage to property) arising (whether in contract, tort (including negligence) or otherwise) from the use of the Service, including without limitation in circumstances in which data is lost or tracking is not successful due to a fault with the Service.
- (4) All warranties which would otherwise be implied into these Terms (including as to quality and fitness for purpose of the Service) are expressly excluded.
- (5) Nothing in these Terms excludes or limits RedWeb's liability for personal injury or fraud. liable for any damages in connection with losses incurred by the Customer (other than to refund any part of
- (6) Whilst every care is taken to ensure that information given in catalogues, corresponding quotations or other documents is accurate, no responsibility is accepted for any errors which may occur therein and such documents do not constitute part of the Customer's contract with RedWeb. In addition, RedWeb shall not be liable for any losses caused by inaccurate information or recommendations which have been provided to the Customer in anticipation of an order which have been provided in good faith.
- (7) Without prejudice to the other limitations and exclusions of liability in these Terms, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) in connection with the Service to collect tracking data which is caused by lack of credit on a „Pay as you Go“ SIM card or any loss of data due to problems with any part of the telecommunications infrastructure on which the tracker is dependant.
- (8) RedWeb has no liability under these Terms in relation to loss or damage resulting from failure to track occasioned by the failure of any device to perform its function, including Blackberry wireless devices not supplied by RedWeb and RedWeb's own tracking devices.

PART D SIM CARDS AND CALL CHARGES

D1 SIM CARDS

In conjunction with the supply of tracking devices and the provision of our online tracking service, RedWeb may loan SIM cards to the Customer subject to these Terms where call credit is purchased through RedWeb. The SIM cards will remain the property of RedWeb and will be returned to the RedWeb on the termination of this agreement howsoever arising. The Customer acknowledges that SIMs supplied by RedWeb may only be used in RedWeb tracking devices which are providing data to RedWeb's servers. Any other use shall constitute

misuse and entitle RedWeb to immediately terminate the Customer's contract. Delivery of SIM cards shall be made within 3 weeks of RedWeb's acknowledgement of order or such other time as shall have been agreed between RedWeb and the Customer. The first month's call credit will be available immediately upon delivery.

D2 CALL CHARGES

In return for an annual fee in accordance with RedWeb's price list from time to time, RedWeb will provide credit equal to 3MEG or 25 MEG (depending on the chosen tariff package) per calendar month to each SIM card supplied for a 12-month period. If the Customer makes use over and above this level, the Customer shall be responsible for all additional charges and fully indemnifies RedWeb in respect thereof. In addition, this shall constitute misuse of the SIM and RedWeb shall be entitled to immediately terminate this agreement.

The annual licence fee shall be payable in full immediately upon acceptance of the Customer's order. Time shall be of the essence of the Customer's obligation to pay the licence fee.

Customer agrees that RedWeb may monitor use of the SIM to ensure compliance with the terms of this agreement.

Equipment may be used in countries covered by RedWeb's SIM card roaming agreements, subject to prior agreement is necessary and should be arranged through RedWeb. RedWeb reserves the right to charge for over usage while roaming.

D3 LOST/STOLEN SIMS

RedWeb should be informed immediately regarding any loss or stolen SIM card, if the Customer suspects or should reasonably suspect the SIM card is being used in an unlawful or fraudulent manner.

The Customer is responsible for all charges incurred up to the time of said notification. RedWeb requires evidence of alleged loss or theft in the form of a Police report. RedWeb will terminate or suspend service of the tracking panel if RedWeb suspects any wrong doing.

D4 CANCELLATION BY CUSTOMER

No contract on these Terms may be terminated by the Customer, except in circumstances in which the Customer has lawfully terminated the contract (or part thereof) under which the device to which these Terms relate was supplied, in accordance with Section A7 above.

All other rights of termination which the Customer might otherwise have under the general law are expressly excluded. Where the Customer terminates a contract (or part of a contract), RedWeb shall not be liable for any damages in connection with losses incurred by the Customer (other than to refund any part of the purchase price which has been paid) and termination shall be the Customer's sole remedy.

D5 FORCE MAJEURE

No failure or omission by RedWeb to carry out or observe any of the provisions of these Terms shall give rise to any liability on the part of RedWeb or be deemed to be a breach of contract if such failure or omission directly or indirectly arises from circumstances beyond its control including acts of God, fire accident, strike, lockout, civil disturbances or labour dispute, acts order or regulations of Government or shortage of materials or fuel, or form any cause whether or not of same nature of the foregoing beyond the control of RedWeb.

D6 ASSIGNMENT

The Customer may not assign a contract on these Terms to any person, without RedWeb's express written consent.

D7 GENERAL

The construction validity and performance of any contract made on these Terms shall be governed by English law and all disputes under or in connection with such contract shall be decided by the English Courts.

If any provision of these Terms is found by a court of competent jurisdiction to be unenforceable, the remaining provisions shall continue in full force and effect as though the unenforceable clause(s) had not been included within the Terms.

Any concession, latitude or waiver allowed by RedWeb on any occasion shall apply to that occasion only and shall not prevent the full exercise by RedWeb of such rights on any subsequent occasions. Contracts on these Terms are contracts for the supply of services. These Terms do not contain any express or implied licence of intellectual property rights to the Customer.

D8 EXCLUSIONS/LIMITATIONS

Notwithstanding any other provision in these Terms:-

- (1) RedWeb shall have no liability in connection with SIM cards which are damaged during use.
- (2) RedWeb shall not be liable for any unavailability of call credit (except where this is caused by RedWeb's deliberate and wilful default) or unavailability of any telecommunications network.
- (3) Without prejudice to the other exclusions and limitations in these Terms, RedWeb's liability to the Customer (whether arising in contract, tort (including without limit negligence) or otherwise) shall not in any circumstances exceed the value of the annual fee most recently paid by the Customer to RedWeb. The Customer agrees that it shall not in any circumstances bring proceedings in tort (or otherwise) directly against any employee or officer of RedWeb.
- (4) Without prejudice to any other limitation of liability in these Terms, RedWeb has no liability (whether under contract, tort (including negligence) or otherwise) for any consequential losses (including without limit loss of profit, goodwill, business or loss or damage to property) flowing from failure of any SIM to perform its function or any difficulties encountered with the telecommunications infrastructure with which the SIM card interfaces or otherwise.
- (5) All express and implied warranties which would otherwise be implied into these Terms by law (including without limit as to compliance with description, fitness for purpose, quality of goods, reasonable care and skill) are hereby excluded.
- (6) Nothing in these Terms excludes or limits RedWeb's liability for personal injury or fraud.
- (7) Whilst every care is taken to ensure that information given in catalogues, corresponding quotations or other documents is accurate, no responsibility is accepted for any errors which may occur therein and such documents do not constitute part of the Customer's contract with RedWeb. In addition, RedWeb shall not be liable for any losses caused by inaccurate information or recommendations which have been provided to the Customer in anticipation of an order which have been provided in good faith.
- (8) Without prejudice to the other limitations and exclusions of liability in these Terms, RedWeb accepts no liability (whether arising in contract, tort (including without limit negligence) or otherwise) in connection with the Service to collect tracking data which is caused by lack of credit on a „Pay as you Go“ SIM card or any loss of data due to problems with any part of the telecommunications infrastructure on which the tracker is dependant.