

CARTRACK (PTY) LTD, REGISTRATION NUMBER 2001/006063/07 INTENDS TO RELY UPON THE WRITTEN TERMS SET OUT HERE AND ON PAGE 2 OF THIS DOCUMENT. IF YOU REQUIRE ANY CHANGES, PLEASE MAKE SURE YOU ASK FOR THESE TO BE PUT IN WRITING. IN THAT WAY, WE CAN AVOID ANY PROBLEMS PERTAINING TO WHAT CARTRACK AND YOU, THE CLIENT, ARE EXPECTED TO DO. CARTRACK WILL NOT ASSUME RESPONSIBILITY TO THE SUBSCRIBER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER ARISING FROM ANY ACT OR OMISSION OF IBLs OR CARTRACK, OR ANY THIRD PARTY FOR WHOM IBLs OR CARTRACK IS VICARIOUSLY RESPONSIBLE (CONTRACTUALLY OR OTHERWISE).

TICK APPLICABLE AGREEMENT BOX		RENTAL AGREEMENT		Or		PURCHASE AGREEMENT	
Existing account	Yes	No					
Sales person				Branch			
CLIENT DETAILS							
Title	Surname / Co. name			First name			
Chosen Physical address for legal service							
Postal address						Code	
ID / Co. reg. No.					Tel. No. (W)		
Cell No.	Tel. No. (H)			Fax No.			
Company VAT reg.	e-mail						
Specify whether company Asset Value / Turnover below R2,000,000.00		Yes	No	Preferred communication method	Post	SMS	e-mail
Name of Employer	Agreement entered into in terms of Direct Marketing			Yes	No	Fax	Other
AGREEMENT FEES							
PURCHASE AGREEMENT							
Product				Monthly subscription R			incl. VAT
Unit cost R				incl. VAT			
*The Client acknowledges that: Cartrack has disclosed the features of the product and has specifically advised whether or not the product includes a vehicle recovery service. Based on the disclosures the client acknowledges that the chosen product (s) meets the client's expectations.							
RENTAL AGREEMENT							
Product				Monthly subscription R			incl. VAT
OPTIONAL EXTRAS (Please see the Price Table for the Fee(s) payable by you, the Client, in respect of these additional products and services)							
Driver ID	Panic	Driver ID plus Alert	Driver ID plus Panic	Driver ID plus Alert and Panic	Qualifies for Limited Recovery Warranty		
Fuel Monitoring	Can Bus	Log Book Remote	Routing	Happy Button	If the Happy Button is selected, please fill in the Happy Button Annexure.		
BANK DETAILS							
Bank	Branch			Branch code			
Account name	Account No.						
Current	Savings	Transmission	CVC				
Credit card No.				Expiry date			
DEBIT ORDER AUTHORISATION							
Please debit the bank account as indicated above in favour of Cartrack (Pty) Ltd with the total amount owing. My preferred date for the monthly subscription is:							
Salary date	Last working day of the month			15	25		
Name:	Surname:						
Authorised signature:	Designation:			Date:			
Recovery Warranty Applicable							
Yes	No						
If yes complete the section below to activate Recovery Warranty provision							
Insurance broker (RW)	Insurer (RW)						
Relationship with other tracking company	Yes	No	Name of tracking company				
Vehicle financed	Yes	No	Name of financial institution				
VEHICLE DETAILS (If more than 1 vehicle please use vehicle schedule as annexure)							
Vehicle reg. number	Colour						
Make & model	Passenger vehicle			Commercial vehicle			
Engine number	VIN number						
Year of manufacture	Value of vehicle						
Insurance broker	Insurer						
ALTERNATE CONTACT PERSON IN CASE OF EMERGENCY							
First Name & Surname	Position / Relationship			Cell No.	Office No.	Home No.	
1.							
2.							
3.							
DECLARATION							
I/we confirm I/we have had an adequate opportunity to consider the impact of the Agreement on me/us. I/we further acknowledge that I/we have specifically been referred to clauses 2.2, 2.3, 5.4, 5.5, 6.1, 6.3, 6.4, 7, 10.8 and 12 (including all sub-clauses) of the Agreement, the contents of which have been explained to me/us, and which I/we confirm I/we have read and understood. I/we further acknowledge that by signing next to Authorised Signature below, I/we accept that I/we am/are bound by the terms and conditions detailed and attached to this form. I/we confirm I/we have had an adequate opportunity to consider the impact of the Happy Button Agreement on me/us, and that the contents have been explained to me/us, and which I/we confirm I/we have read and understood.							
Print name:	Surname:						
Authorised signature:							
Designation:	Date:						
To be completed by the Cartrack representative. I have verified and confirmed that all the information is complete.							
Print name:	Signature:			Date:			
TO PROTECT YOUR OWN INTERESTS PLEASE READ THE TERMS AND CONDITIONS AS WELL AS ALL ATTACHED DOCUMENTS CAREFULLY BEFORE SIGNING THEM. IF YOU ARE UNCERTAIN AS TO YOUR RIGHTS UNDER THEM OR YOU WANT ANY EXPLANATION ABOUT THEM PLEASE REQUEST ADVICE FROM YOUR SALES PERSON OR FEEL FREE TO WRITE TO US AT CARTRACK CUSTOMER CARE, P O BOX 4709, RIVONIA, 2128 OR E-MAIL: cartrackcallcentre@cartrack.co.za OR PHONE OUR CUSTOMER CARE CENTRE ON 0861 22 78 72 (Press 2). CONTACT US BY TELEFAX ON (011) 250 3001.							

CARTRACK SERVICE AGREEMENT

Standard Terms & Conditions of Contract

1. Definitions

- “This/ The Agreement”** - This purchase and service agreement or Rental and service agreement as selected in the Application Form and any appendices attached;
- “Application Form”** - The face of this Agreement and the vehicle schedules (if any) attached, containing, amongst others, the details of the Client and the Client’s Vehicle/s;
- “Cartrack”** - Cartrack (Pty) Ltd shall include references to Cartrack’s employees, agents, sub-contractors, any independent contractors, the Service Provider, the Service Provider’s employees, agents and independent contractors, sub-contractors, employees and agents;
- “The Client”** - The party whose details appear on the Application Form and who has been requested, before signature, to carefully read these terms and conditions which will manage the relationship between the Parties;
- “Cooling-Off”** – means the right of the Client to rescind the Agreement if it originated from Direct Marketing;
- “Day; Week; Month”** - Calendar day, week or month, respectively;
- “Direct Marketing”** – means where Cartrack approached the Client, either in person or by mail or electronic mail, for the direct or indirect purpose of promoting or offering to supply the Services to the Client;
- “The Fee”** - The collective fees for providing the Service, and Rental (if applicable), payable monthly in advance by the Client to Cartrack, together with any other charges (specified on the Application Form and/or which Cartrack is allowed to levy) under this Agreement and which are set out in the Price Table. The Fee for the Service or Rental (if applicable) shall increase as specified in 5.2 of this Agreement.
- “Installation Centre”** - A Cartrack-approved centre whose business includes the installation of Units;
- “Intermediary”** - A third party nominated by the Client;
- “Loss”** - The hi-jacking and/or theft of a vehicle, unless otherwise specified in which event the Client is responsible to immediately notify Cartrack;
- “Monitoring Message”** - A message generated by a Unit (for example a Monitoring Request) and providing information to Cartrack regarding the ignition status and/or position of a vehicle;
- “Monitoring Request”** - Any request made (whether deliberately or by mistake) regarding the ignition status and/or position of a vehicle;
- “Monitoring Service”** - The providing of information to the Client of the vehicle’s ignition status and/or position;
- “The Parties” / “Party”** - Cartrack and the Client; either Cartrack or the Client;
- “Price Table”** - An indicative price list, available to the client on request, setting out the ruling retail price for the Units, the Service, the Rental and ancillary charges which are updated from time to time.
- “Purchase Price”** - Where this is a purchase and service agreement, the amount specified under the purchase agreement, unit cost as per the Application Form for the purchase of the Unit;
- “Recover(Y)”** - After notification to Cartrack of a Loss, Cartrack will do all it reasonably can to secure the vehicle. If Cartrack is under obligation to deliver the vehicle after securing the vehicle to a relevant authority, Cartrack shall deliver the vehicle to the relevant authority;
- “Rental”** - Where this is a Rental and service agreement, the amount specified under “Rental Agreement, monthly subscription” on the Application Form for the Rental of the Unit, payable monthly in advance to Cartrack up to the end of the Term;
- “The Service”** - The Recovery and Monitoring Service to be provided to the Client and performed by Cartrack, regarding the vehicle/s, in accordance with this Agreement;
- “Service Provider”** - Cartrack or an entity appointed by Cartrack to perform the services and to which this Agreement will apply and be read with the necessary changes;
- “Signature Date”** - The date upon which the last party signs this Agreement;
- “Term”** - Where this is a Purchase and Service Agreement, from and including the date of installation to 00:00 on the last day of the month thereafter; where this is a Rental and Service Agreement, from and including the date of installation to 00:00 on the last day of the 36th month thereafter;
- “The Territory”** - The Republic of South Africa;
- “Unit”** - The electronic device and ancillary equipment approved by Cartrack, to be installed in a vehicle by an Installation Centre;
- “Vehicle”** - Any vehicle of the Client, the details of which appear either on the Application Form or on any vehicle schedule attached, in which vehicle a Unit is installed and which vehicle is the subject of this Agreement;

2. The Service

- Cartrack will respond to each notification of a Loss and do all that it reasonably can to recover the vehicle. The Client authorises Cartrack to Recover, the vehicle for the Client and the Client authorises Cartrack after Recovery, if necessary, to move the vehicle from a dangerous location for the safety of the vehicle and/ or the Cartrack Recovery crew. The Recovery will, unless agreed by notice to the Client in writing, be rendered free of additional charge within the Territory.
- The Client may use the Monitoring Service and will be responsible to Cartrack for the fee for every Monitoring Message generated, whether deliberate or by mistake.
- Cartrack does not guarantee that the service will lead to a Recovery. The Client acknowledges that the service is intended to reduce the risk of loss, but will not eliminate such risk.
- Cartrack provides its Clients with a free, 24 hour Unit testing service. However, the responsibility is on the Client to contact the Cartrack control centre for a Unit test to be carried out. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to Cartrack in order for Cartrack to provide the service.

3. Term And Cancellation

- This Agreement shall continue for the Term with an annual escalation of 10% after the initial 12 (twelve) months and thereafter by an additional 10% after 24 (twenty four) months which is clearly set out in the Price Table.
- The Client (if the Client is a natural person) may cancel this Agreement:
 - Upon the expiry of the Term, without penalty or charge, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
 - At any other time, by giving Cartrack 20 (twenty) business days’ notice in writing or other recorded manner and form, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and Cartrack may impose a reasonable cancellation penalty with respect to the Services provided in contemplation of the Agreement enduring for its intended Term.
- The Client (if the client is a juristic person) may cancel this Agreement by giving Cartrack 1 (one) month’s written notice after the expiry of the Term, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation.
- Cartrack may cancel this Agreement 20 (twenty) business days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client to comply with the Agreement, unless the Client has rectified the failure within that time.
- In terms of any cancellation of this Agreement in terms of 3.2.2 and 3.3 the Client will be responsible for the reasonable costs of Cartrack.
- Should the Client have concluded the Agreement with Cartrack as a result of Direct Marketing, the Client has the right to enforce its Cooling-Off rights by being entitled to cancel the Agreement, within 5 (five) business days after the Agreement has been concluded, by written notice to Cartrack. If any payment has been made by the Client to Cartrack in terms of the Agreement emanating from Direct Marketing, Cartrack will return the payment to the Client within 15 business days if no Installation has been completed, or within 15 business days after the return of the Unit to Cartrack if Installation has already taken place.

4. Renewal

- Cartrack will, not more than 80 (eighty) days and not less than 40 (forty) days before the expiry of the Term of a Rental and Service Agreement, notify the Client in writing or any other recordable form of the impending expiry date, including the notice of:
 - Any material changes that will apply if the Agreement is to be renewed or which may apply beyond the expiry of the Term; and
 - Notice of any options available to the Client in terms of 4.2 below.
- On the expiry of the Term of the Agreement, it will automatically be continued on a month-to-month basis, subject to the notice periods in 3 above and any material changes of which Cartrack has given notice (in terms of 4.1) above) unless the Client:
 - Directs Cartrack to terminate the Agreement on the expiry date of the Term by giving notice of termination in terms of 3 above; or
 - Agrees to a renewal of the Agreement for a further fixed period.

5. Fee

- The retail prices for the Units, the Service, Rental and ancillary charges payable by the Client are reflected in the Price Table. Cartrack will send the current Price Table to the Client, should the Client request this.
- As payment for Cartrack undertaking to provide the Service, the Client shall pay Cartrack the Fee as set out in the Application Form, monthly in advance by debit order on the Client’s bank account as per the debit order authorisation on the Application Form, provided that the first Fee shall be paid on the signature date. Cartrack will increase the Fee by 10% each period of one year from the installation date for years two and three only and thereafter by a percentage based on the prevailing Consumer Price Index, only if deemed necessary, by giving notice of not more than 80 (eighty) days nor less than at least 40 (forty) days before the one year anniversary in writing stating the increase and the amount of such increase and the date it shall become effective. These increases are clearly specified in the Price Table ruling on date of signature of this Agreement.
- The Client will pay for Monitoring Messages gathered monthly in arrears or as per the debit order authorisation contained in the Application Form.
- If, as a result of a Monitoring Request, Cartrack renders any additional service not otherwise covered in terms of this Agreement, the Client shall pay to Cartrack the amount agreed between the Parties in accordance with Cartrack’s Fees at that time, as read and understood by the Client, before Cartrack carries out the additional service.
- The Client will be responsible to pay the amount(s) due under this Agreement. All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by the National Credit Act, Act 34 of 2005 (“NCA”) applicable to Incidental Credit Agreements.
- Where the Fee is, by direct or indirect Agreement between the Client and the Intermediary, to be paid to Cartrack by the Intermediary and the Intermediary fails to pay any Fee, the Client will be responsible to pay such Fee and, for the remaining term of this Agreement, to pay by debit order in terms of 5.1 any outstanding Fee due and any future Fee due in terms of this Agreement.
- Fees for other services shall be charged for at prices (VAT inclusive) per following table subject to escalation from time to time:

OTHER SERVICE CHARGES	CASH OPTION	RENTAL OPTION
De-Installation/ Re-Installation	R850.00	R850.00
Change of Ownership	R342.00	R342.00
No-show fee on scheduled appointments	R570.00	R570.00
Early termination of contract	Where subscribers have been paid in advance for more than one month, an administration fee of R342.00 will be levied before any refund is made.	R1700.00 or balance of the remaining term of the contract, whichever is the lesser
Out of warranty repair cost	A call-out fee of R570.00 will be levied plus the replacement or repair cost of the unit if applicable.	
Financial Documentation	Emailing of documentation is free of charge. Post, fax or SMS will be charged at R20 per document	

6. Hardware, Warranty And Insurance

- Notwithstanding 2, Cartrack will not provide the Service unless an Installation Centre installs the Unit in a Vehicle and the Unit is programmed, enabled and functioning to Cartrack’s manufacturer’s specifications. The Client will be responsible to use the Unit and the Services in accordance with the Price Table and other literature. The Client shall not, in any way, alter or tamper with the Unit.
- Subject to the Client complying with 6.1, the Unit and the installation thereof carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out at an Installation Centre.
- All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Cartrack until payment has been made in full and/or, if the Unit is rented, until the end of the Term. If the Unit has not been paid for in full, or the Unit is rented, and this Agreement is terminated in accordance with 3 or 12, Cartrack may at its expense remove the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, deliver the vehicle to an Installation Centre for such removal.
- If the Client rents the Unit, then the Client must insure the Unit for its current market value for the duration of this Agreement against such risks of loss, damage, destruction or mechanical breakdown customarily insured for.

7. False Alarms

The Client shall immediately or as soon as is practically possible notify Cartrack of any Monitoring Request or Recovery request accidentally or unintentionally generated (“false alarm”). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or Cartrack responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by Cartrack, and hereby indemnifies the Service Provider against all claims or damages, arising out of a false alarm.

8. Furnishing Of Information

- The Client confirms the correctness and accuracy of all the information on the Application Form or otherwise furnished by or on behalf of the Client to Cartrack.
- The Client shall immediately or as soon as is practically possible, notify Cartrack in writing of any changes in the information on the Application Form or furnished to Cartrack from time to time by written notice to Cartrack’s chosen address which will be updated within 7 (seven) days of receipt by Cartrack.
- The Client has chosen the legal service address referred to on the Application Form as its chosen address where all communications from Cartrack and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, on written notice to Cartrack. Cartrack will effect the change of legal service address within 7 (seven) days of receipt by Cartrack of such notice.

9. Client’s General Obligations

The Client must ensure that:

- The Client keeps the Cartrack emergency numbers (+ 27 (0)861 22 78 72 (Press 1) or +27 (0)82 467 5329) handy and contacts Cartrack as soon as possible after a loss;
- If the Client becomes aware or is made aware by Cartrack that the Unit in a vehicle is not operational, the vehicle is immediately or as soon as is practically possible taken to an Installation Centre, as Cartrack will be unable to provide the Service until the Unit is operational.
- The Client keeps false alarms to a minimum. Cartrack will respond once positive confirmation of a loss can be obtained.

10. General

- Cartrack will make every effort to carry out its obligations under this Agreement. Where Cartrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Cartrack cannot be held responsible for delay or failure in performance in meeting its obligations, but only to the extent so prevented. In this case Cartrack will complete the work as soon as is reasonably possible. The existence of such event shall not prevent the Client from terminating this Agreement on written notice to Cartrack.
- All Services provided to the Client by Cartrack are subject to these terms and conditions together with any previous written or oral representations given or made by Cartrack or any of Cartrack’s representatives.
- Neither Cartrack nor the Client may alter the terms of this Agreement without the consent of the other. Subject only to Cartrack being entitled, at Cartrack’s sole discretion, to amend pricing in terms of 5.7 from time to time.
- Where any number of days or other period is given in this Agreement for the carrying out the Services or obligations, the days will be calculated excluding the first day and including the last day.
- In the event of Cartrack taking legal action against the Client or the intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs allowable by the courts if an award is made in Cartrack’s favour.
- The nature and amount of any indebtedness of the Client to Cartrack at any time shall prima facie be determined and proved by a document signed by a manager for the time being of Cartrack, whose capacity or authority it shall not be necessary to prove, which certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof on the face of it of the contents of the document and of the fact that the amount stated therein is due and payable in any legal proceedings against the Client, and will prima facie be valid as a liquid document against the Client in any competent court. If the client wishes to dispute such certificate or the effects thereof as set out above, the burden of proof rests on the Client to prove otherwise
- Neither party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
- Cartrack will try and solve any disagreements quickly and efficiently. If you, the Client, are not happy with the way we deal with any disagreement you can direct a complaint to the Consumer Commission and should your complaint not be resolved to your satisfaction and you may want to take proceedings to Court, you must do this within the Territory.
- The law of the Republic of South Africa will apply to this Agreement and the relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.

11. Default

If the Client (or the intermediary on the Client’s behalf), after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, Cartrack may suspend all of its obligations. Cartrack shall be entitled to recover arrear Fees by debiting the Client’s account with the outstanding amount or by any other legal action, and cancel the Agreement and charge a reasonable penalty fee for early termination.

12. Limited Recovery Warranty

In the event of a Loss without Recovery, Cartrack undertakes to pay to the Client a lump sum on the following terms and conditions:

- Payment:
 - The amount of the lump sum shall be the book value of the vehicle, computed as the average of the trade and retail value of the vehicle as per the ITC Auto Dealers Guide as at the month of the theft, limited to a maximum amount of R150 000 inclusive of VAT; and
 - Payment shall be made within 60 (sixty) days of receipt by Cartrack from the Client of the documents referred to in 12.2.4 if no Recovery has yet been made; and
 - Should the stolen vehicle be recovered by any party after payment by Cartrack has been made, then the Client shall be obligated to inform Cartrack in writing and reimburse Cartrack the Recovered Value within seven days of the recovery. The “Recovered Value” shall mean the lesser of the warranty payment made by Cartrack to the Client or the market value of the vehicle in its recovered condition.
- Conditions and Limitations:
 - This warranty shall only apply to the Cartrack products which provide the Stolen Vehicle Recovery Service, with the exception of mobile devices, and which are sold and installed after 1 September 2012 and until such date as Cartrack may decide to terminate the offer of such warranty on notice to the Client, and where the Fees for the service are paid for at the retail prices published from time to time; and
 - This warranty shall be valid for a period of 3 (three) years from date of installation, whereafter it shall lapse;
 - Should the Client be insured by an insurer or through a broker who has accepted this warranty on behalf of the Client under an arrangement with Cartrack whereby the Client receives a direct or indirect benefit from such warranty in terms of the Client’s insurance policy, then Cartrack shall have no obligation whatsoever to the Client in respect of this warranty. In such case, it shall be the Client’s responsibility to determine from the insurer or broker what benefits will accrue to the Client under his policy;
 - It is the responsibility of the Client to:
 - Advise Cartrack in writing of the details of the insurer and vehicle financier, if any, and update Cartrack with any changes in such details; and
 - To inform Cartrack in writing if the Client has any stolen vehicle recovery service contracts concurrently in force with service providers other than Cartrack; and
 - Report the loss to the law enforcement agency and to provide Cartrack promptly with the case reference number and details of the enforcement agency where the theft was reported; and
 - Provide Cartrack with either proof of payment of the insurance claim by the insurer, if insured, or a sworn affidavit attested by a member of the South African Police Service confirming that the Client is not insured for the vehicle against theft; and
 - Regularly test the Unit to ensure it is operational and, if notified by Cartrack that the unit is faulty, to take the vehicle to an Installation Centre for repair within 3 working days of establishing the fault; and
 - Keep the Client’s emergency contact details up to date and to ensure there are sufficient emergency contact persons so that at least one contact is available to receive a call from the control room in the event of a theft incident.
 - This warranty does not cover the loss of contents of the vehicle or damage to a vehicle if recovered, including any consequential damages as a result of the Loss; and
 - The Client hereby authorises Cartrack to do whatever investigations Cartrack deems necessary to evaluate a claim under this warranty, including liaising with any insurer or third party and obtaining reports in respect of the loss, and to publish the warranty paid out, if any.
- Exclusions: This warranty shall be invalid if:
 - The Client is in breach of any of the terms and conditions of this Agreement entered into by the Client in respect of the Service; or
 - The vehicle was not within the borders of the Republic of South Africa at the time of the incident or notification of the loss to Cartrack; or
 - Cartrack has contacted the Client following receipt by the control centre of a theft alert signal and the Client has confirmed that the vehicle is secure, but the vehicle has in fact been stolen; or
 - It is established with reasonable probability that fraud was involved in relation to the loss; or
 - The vehicle was insured and the insurer has not paid out the Loss claim; or
 - The account of the Client was in arrears at the date of the theft and/or the Client is in arrears with any existing financial contract; or
 - The vehicle had been previously stolen and recovered, but not subsequently referred to Cartrack by the Client for checking of the installation and revalidation of the warranty prior to being stolen again and not recovered; or
 - There has been any undue delay in reporting the loss to Cartrack if such delay was material to the non-Recovery. A loss must be reported within 6 (six) hours of the theft incident; or
 - The unit has been established to be faulty in terms of 12.2.4.5 and the vehicle was stolen while the unit was faulty; or
 - The Client contact details were incorrect to the extent that Cartrack was unable to make telephonic contact with the Client or the Client’s alternate emergency contacts at the time of the theft; or
 - The vehicle is operated as a mini bus.
- Except as set forth herein, no other recovery warranties are expressed or implied.

13. Exclusion Of Liability

In addition to any other indemnities contained in this Agreement, Cartrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Cartrack, notwithstanding any negligence on the part of Cartrack, provided only that Cartrack is entitled in law to contract out of such liability. In the event that Cartrack is, despite the provisions of this clause 13, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, Cartrack’s liability will be limited to the maximum amount of R50 000 (fifty thousand rand).

Date: _____ Initial: _____ Revision date: 29 August 2012