

QUOTE NUMBER:

Quote Expiry Date:

Effective Date

Fleet Complete Australia Pty Ltd dba Fleet Complete

Unit 3&4, 31-35 George Street

Thebarton, South Australia, 5031 ABN: 78 614 855 300

T: 1300 653 395

From: Fleet Complete

Bill To:

Ship To:

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| **Terms and Conditions** |
| Payment Frequency of Recurring Fee(s) |  | Subscription Term | **36 Months** |
| Payment Method |  | Currency | **USD** |
| Payment Terms | Upon issuance of receipt |  |  |

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| **Solutions (Including Hardware and Software Subscription)** |
| **Solution Name** | **Description** | **Quantity** | **Recurring Fee(s) –**  | **Upfront Fees(s)** | **Total Recurring Subscription Fee(s) –**  | **Total Upfront Fee(s)** |
| Asset Tracker |  |  |  |  |  |  |
| Fleet Tracker – Standard |  |  |  |  |  |  |
| Inspect |  |  |  |  |  |  |
|  | **Total Recurring Subscription Fee(s)** | **Total Upfront Fees** |
|  |  |  |

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| **Additional Hardware Accessories** |
| **Accessory Name** | **Description** | **Quantity** | **Recurring Fee(s)** | **Upfront Fee(s)** | **Total Recurring Fee(s)** | **Total Upfront Fee(s)** |
| Heavy Duty Cable |  | 10 | $0 | $0 | $0 | $0 |
| Light Duty Cable |  | 33 | $0 | $0 | $0 | $0 |
| Hardwired Cable |  | 5 | $0 | $0 | $0 | $0 |
|  | **Total Recurring Fee(s)** | **Total Upfront Fee(s)** |
|  | **$0** | **$0** |

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| **Additional Services** |
| **Service Name** | **Description** | **Quantity** | **Recurring Fee(s)** | **Upfront Fee(s)** | **Total Recurring Fee(s)** | **Total Upfront Fee(s)** |
|  |  |  |  |  |  |  |
|  | **Total Recuring Fee(s)** | **Total Upfront Fee(s)** |
|  | **$0** | **$0** |

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| **Payment Summary** |
|  | Total Upfront Fee(s) | $0 |
| Shipping (Ground) Fee(s) | $ |
| GST |  |
|  **Grand Total Recurring Fee(s)**  | **$0** | **Grand Total Upfront Fee** | **$** |

Each Quote, once accepted by the parties, shall become an Order documented within this Order Form. This Order Form and all subsequent Order Forms shall be governed by the Order Form terms and conditions, and the Terms and Conditions of Trading (collectively the “Agreement”) which terms are hereby incorporated into and form part of this and all subsequent Order Forms entered into between Fleet Complete and the client named above (the “Client”). The Agreement shall apply exclusively. Terms and conditions of the Client that conflict with or deviate from the terms of the Agreement shall not be recognized by Fleet Complete unless Fleet Complete has issued its express written consent to their application.

**Please electronically sign or manually sign and return this Order Form, attached Terms and Conditions of Trading and Pre-Authorised Debit Form via email to** **sales@fleetcomplete.com.au****. For all subsequent Order Forms, please return only the signed Order Form.**

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| --- |
| Customer Authorized Printed Name: |

Customer Authorized Signature: <<DSSignature1\_1>>

Date:<<DSDate2\_2>>

# FLEET COMPLETE AUSTRALIA PTY LTD - TERMS AND CONDITIONS OF TRADING

1. In these terms and conditions:
	1. “Authorised Installer’ means such person/s as may, from time to time, be approved by Fleet Complete for installation of Vehicle Hardware
	2. “Authorised Person” means such person/s as may, from time to time, be authorised by Fleet Complete to sell the GPS Fleet Management Products;
	3. “Customer” or “you” means in relation to GPS Fleet Management Products any person who purchases or otherwise acquires any GPS Fleet Management Products from Fleet Complete or an Authorised Person;
	4. “Geotab Products” means any hardware or software developed and/or distributed by Geotab Inc (Canada);
	5. “GPS Fleet Management Products” means GPS Fleet Management Software and/or Vehicle Hardware and associated firmware;
	6. “GPS Fleet Management Software” means computer software provided by or on behalf of Fleet Complete and which makes use of telephone network or satellite technology in providing a fleet management system;
	7. “PC” means personal computer;
	8. “Person” means a natural or juristic person;
	9. “Product Description" means the description and specifications of a service offered by Fleet Complete which the Customer hereby acknowledges is a complete and exhaustive statement of the services which Fleet Complete agrees to supply;
	10. “Satellite Service” means the Iridium, Global Star or other satellite services (if any) specified on the Signature Page or subsequently added by agreement, as described in the applicable Product Description.
	11. “Fleet Complete” means Fleet Complete Australia (Proprietary) Limited ABN 78 614 855 300;
	12. “Services” means the services specified on the Signature Page as described in the applicable Product Descriptions including any rental of Vehicle Hardware so specified.
	13. “Signature Page” means the page, whether electronic or paper, on which the Customer or the Customer’s authorised representative places his or her signature to verify acceptance of the agreement.
	14. “Vehicle Hardware” means hardware installed or to be installed in a vehicle for use only with the GPS Fleet Management Software, and without which the GPS Fleet Management Software will not operate;
2. These terms and conditions shall apply to all GPS Fleet Management Products supplied by Fleet Complete or any Authorised Person and shall not be altered, varied, added to or cancelled in any way without the written consent of Fleet Complete.
3. The Geotab End User Agreement as varied from time to time (“EUA”) is incorporated into these terms and conditions, and by agreeing to these terms and conditions the Customer also agrees that the EUA will apply to and be part of this agreement. A copy of the current EUA can be viewed through the Customer portal on the Fleet Complete website, and the Customer hereby acknowledges having received a copy of the current EUA either electronically or as a hard copy. If the Customer enters into this agreement via an electronic medium it may be asked to confirm during that process that it accepts the EUA, however the Customer hereby agrees that whether it accepts the EUA in that way or not, by entering into this agreement and accepting services provided by Fleet Complete it will be deemed to have accepted and agreed to be bound by the EUA. In the event of any inconsistency between these terms and conditions and the EUA, the EUA will be read down and its provisions severed as necessary to remove any inconsistency, but only to that extent.
4. Fleet Complete and the Customer agree that Fleet Complete will supply the Services to the Customer, and the Customer will accept the Services from Fleet Complete, commencing on the Commencement Date specified in the Signature Page, The Customer acknowledges having received an electronic copy of a Product Description for each of the Services identified on the Signature Page, and further acknowledges that such Product Descriptions can be viewed through the Customer portal on the Fleet Complete website.
5. Where the Signature Page or relevant Product Description states that the Services are provided for a specified minimum term, or will continue subject to a specified minimum period of notice of termination, that minimum term or minimum period of notice is part of this agreement.

Subject to any such minimum term (whether commencing on the Commencement Date or arising out of a subsequent agreement to renew this agreement) or minimum period of notice and subject to clause 10 the provision of all of the Services will continue indefinitely until (subject to the other provisions of this clause) either party terminates any of the Services by giving not less than 30 days notice in writing to the other, and such notice may be given at any time. Where the Signature Page or relevant Product Description states that the Services are provided for a specified minimum term, Fleet Complete and the Customer agree that, at the conclusion of such minimum term (“the First Term”), the term of this agreement will be renewed for a further minimum term of the same length unless the Customer gives to Fleet Complete not less than 30 days before the expiry of the First Term unqualified notice in writing that the Customer does not wish such renewal to occur. In relation to the renewed term thereby created, and in relation to each subsequent renewed term, the same agreement for automatic renewal unless one month’s written notice is given will apply. In the event the Customer terminates or purports to terminate the Agreement prior to the end of the then current First Term or subsequent renewal term, in breach of its terms, then the Customer shall pay Fleet Complete the total aggregate of the Recurring Fee(s) multiplied by the number of months remaining in the then current First Term or subsequent renewal.

1. Any repairs and/or replacement carried out by Fleet Complete or an Authorised Installer which are not covered by any warranty, shall be paid for by the Customer at Fleet Complete or the Authorised Installer’s usual charge as the case may be.
2. The GPS Fleet Management Software must be installed and operated by the Customer on a PC which has the minimum specifications as advised by Fleet Complete or an Authorised Person, at the time of purchase.
3. Vehicle Hardware must be installed by an Authorised Installer at the cost of the Customer. As an Authorised Installer is an independent contractor, the Customer acknowledges that Fleet Complete shall have no liability as a result of any act or omission on the part of the Authorised Installer.
4. The Customer agrees to pay for the Services without any deduction or set off at the rates specified on the Signature Page monthly (or if so specified on the Signature Page, quarterly) in advance on or before the last day prior to the commencement of the relevant month (or quarter, as the case may be). Where so required by Fleet Complete the Customer will make such payment by automatic electronic funds transfer. Where the provision of a Service is terminated other than at the end of a billing period, the charge made for the final part period will be calculated on a pro rata basis. Additional fees may apply depending on your data usage, and you agree to pay any such additional data usage fees.
5. If at any time the charges payable by the Customer pursuant to this agreement, or any of them, are not paid in full on or before the date on which such payment is due, Fleet Complete may give notice in writing to the Customer that the Customer must pay such charges, or the unpaid portion thereof as the case may be, in full within 7 days of the receipt or deemed receipt of such notice. If the Customer fails to make such payment the right of the Customer to use the relevant GPS Fleet Management Software shall automatically lapse and Fleet Complete may terminate the customer’s web login access and or disconnect the hardware services or both and may cease providing the Services, or such of the Services as it sees fit, without further notice to the Customer. The Customer hereby waives, and releases Fleet Complete from, any claim which the Customer might otherwise have against Fleet Complete for Fleet Complete's failure to provide the Services or any of them after the expiry of such 7 day period. Fleet Complete may also serve notice in writing on the Customer advising that this agreement has been terminated, in which event the Customer must return any Vehicle Hardware rented from Fleet Complete in accordance with clause 5 of the EUA.
6. If Fleet Complete instructs solicitors and or collection agents to take any action against the Customer to enforce the Customer’s obligations in terms hereof, the Customer shall be liable for all costs incurred by Fleet Complete with its solicitors and or collection agents, calculated on the solicitor and client scale including collection commission of 10 % (ten per cent) of all amounts collected by the said solicitors and or collection agents or, if Fleet Complete has agreed on the costs with its solicitors and or collection agents on the basis upon which they are to be calculated, on the amount so agreed or determined in accordance with the agreement. The Customer shall be liable for such costs once Fleet Complete has instructed solicitors as aforesaid whether legal proceedings are commenced or not.
7. Fleet Complete reserves the right to charge you the total or a proportion of the merchant fee that Fleet Complete incurs for your chosen method of payment and any other supplied Service.
8. Whenever the Customer is obliged to pay any money to Fleet Complete and Fleet Complete does not receive that money in full within seven days after the day on which that money was payable Fleet Complete may require the Customer to pay interest on the unpaid amount. Interest will be calculated from the day on which payment was due until the day on which payment in full is made. The interest rate will be 2.0% per annum greater than the Reserve Bank of Australia’s small business small overdraft variable indicator lending rate on the day on which the– payment was due (or if there shall be more than one such rate at the relevant time then the highest of such rates). Any requirement by Fleet Complete that the Customer pay interest will not prejudice Fleet Complete's other rights powers and remedies arising out of the Customer's failure to pay the money.
9. If Fleet Complete imposes a Credit Limit and you exceed the credit limit Fleet Complete may suspend or limit the service until you pay all outstanding fees and charges. If you do not pay Fleet Complete invoice on time Fleet Complete may require you to pay its accounts by registered credit card for the Term of this Agreement. You must not cancel a credit card authority. Fleet Complete may pay an agent a commission for introducing you to the Service.
10. If any amount payable by Fleet Complete to you is not paid because Fleet Complete is unable to locate you, or you have been notified by Fleet Complete but have not claimed the relevant amount, or the amount is otherwise unable to be paid by Fleet Complete and is not claimed by you within 365 days from the due date that amount ceases to be owed by Fleet Complete except on demand by you.
11. The warranty provisions of these terms and conditions are set out in the EUA.
12. This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.
13. From time to time Fleet Complete and/or its agents and service providers may collect personal information from you. The collection and provision of this information is subject to privacy laws and is collected for the purpose of providing you with the Service. Fleet Complete may also use your information for purposes that are related to providing you with the Service which would be reasonably expected such as keeping you informed about features of the Service or conducting analysis in order to provide a better service to you. Fleet Complete may disclose personal information or documents about you or receive personal information or documents about you from:
	1. credit card providers or credit report agencies for the purposes permitted under the Privacy Act;
	2. law enforcement agencies to assist in the prevention of criminal activities;
	3. Service, content providers and dealers and agents for purposes that are related to providing you with the Service which would be reasonably be expected.
14. Fleet Complete will provide you with access to your personal information in accordance with the Privacy Act.
15. If the GPS Fleet Management Products provided to the Customer pursuant to this agreement include rental of Vehicle Hardware, clause 5 of the EUA (in addition to all other relevant provisions of the EUA) applies to such rental, and the attention of the Customer is hereby drawn to that clause.
16. Fleet Complete may in absolute discretion suspend, limit or terminate the provision of the Service or any part of the Service and/or disconnect you from the Network and/or terminate this agreement if:
* Fleet Complete gives you thirty (30) days notice of its intention to do so; or
* you exceed the Credit Limit; or
* you are in breach of this Agreement; or
* a regulatory authority such as the Australian Communications Authority instructs Fleet Complete to do so; or
* there are technical problems with the Network which requires corrective action; or
* there is use of the Service by any person that might damage the Network; or in the case of Satellite Services, you port out, or you or someone acting on your behalf informs Fleet Complete that you have lost, the Satellite Terminal Equipment; or
* Fleet Complete has an incomplete record of information about you; or
* Fleet Complete suspects that its record of information about you contains incorrect or incomplete information; or
* you die, are a partner in a partnership and the partnership dissolves, or suffers an insolvency; or
* Fleet Complete believes that the Service is being used to commit an unauthorised, criminal or unlawful activity; or
* Fleet Complete is required by law or a by law enforcement agency to do so.
1. Where Fleet Complete suspends limits or terminates a Service under the abovementioned sub-clauses Fleet Complete will use reasonable endeavours to provide notice to you.
2. Fleet Complete may suspend or limit the Service if in Fleet Complete's opinion the amount of usage charges accrued on your account is unusually high. In making this determination Fleet Complete may have regard to the following matters :
* your previous daily usage spend
* your unbilled charges total
* any unusual usage spending patterns
1. Fleet Complete reserves the right to suspend, limit or terminate this Service or any part thereof if the Service is being used in a manner deemed unreasonable, unusual, excessive or fraudulent by Fleet Complete. However Fleet Complete will not be obliged to monitor usage of the Service.

# PROVISIONS APPLICABLE ONLY TO SATELLITE SERVICES

1. The Satellite Service provides you with access to a satellite communications service using Satellite Terminal Equipment on the Fleet Complete Network. The Service can be used to transmit and receive data via the Satellite Terminal Equipment. This Service is subject to certain value added reseller agreements between Fleet Complete and any relevant operator of the network with which the Service is associated. Value Added Services may be available with the Service depending on the Plan which you have subscribed to.
2. Fleet Complete will take all reasonable steps to make sure that you can receive the Service. However, you acknowledge that without limiting the terms of the EUA:
	1. the Service is not free from fault or interruptions;
	2. you may not be able to use the Service in some areas or in some buildings or at certain times;
	3. Fleet Complete does not warrant current availability, accuracy, security or quality of any information that you receive or can access using the Service;
	4. You are responsible for any reliance on or use of the information that you receive or can access using the Service.
3. Connection to the Service may require the activation of the Satellite Terminal Equipment to the Network. Details regarding the activation of the Satellite Terminal Equipment provided at the point of purchase are set out in the relevant Product Description.
4. Charges for Satellite network usage, including but not limited to calls in data transmission, national and international roaming are payable by you in addition to the fees specified on the Signature Page and you are contractually responsible to Fleet Complete for charges for the Service irrespective of whether the usage was made by you or any other person or entity.
5. You acknowledge that you have been provided with a copy of the current pricing schedule for Satellite Network usage and that you have agreed to those fees and charges applicable to the relevant Satellite Service to which you have subscribed. You agree to pay all such fees and charges as they may be amended.
6. In certain circumstances Fleet Complete will charge you additional charges which are subject to change and include:
* the initial connection fee
* unbarring fee: where the Service has previously been barred and you request that it be unbarred
* copy of bill
* itemised calls on bill
* late payment fee and non payment or cancellation of credit card, direct debit payment fee
1. Fleet Complete reserves the right to require you to pay a security deposit before being connected to access the Service which may be used against any outstanding fees and charges for this Service should you fail to pay any due amounts