

## ASTRA TELEMATICS LIMITED CONDITIONS OF SALE

### 1. GENERAL

All orders accepted and goods supplied by Astra Telematics Limited (“the Company”) subject to the following express terms and conditions and (as far as permitted by statute) all other conditions, warranties and representations, express or implied and statutory or otherwise, except as to title, are hereby excluded. No addition thereto or variation therefrom shall apply unless agreed in writing by a Director of the Company.

### 2. ORDERS

- (a) The company refuses the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the customer’s commitments with the Company not being met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by the customer then the customer shall indemnify the company against all loss, cost (including the costs of all labour and materials used and overheads incurred), damages, charges and expenses arising out of the order and the cancellation thereof, (the Company giving credit for the value of any such materials sold or utilised for other purposes).
- (b) In the event of the customer wishing to reschedule any order or part of an order, or changes to the shipping address, the Company requires a minimum notice period of 2 working days in advance of the scheduled shipping date, and reserves the right to charge an admin fee for late changes to shipping information and schedules.

### 3. COST

In the event of any suspension of work through the customer’s instructions or lack of instructions the price(s) given overleaf shall be increased to cover any extra expense thereby incurred by the Company.

### 4. DESPATCH DATES

Goods are typically despatched within 24 hours of receiving a client’s purchase order, but this may occasionally be longer, up to a maximum of 10 working days from receipt of your order. If you require specific advice on availability and shipping date, please request an estimated delivery date by emailing [sales@astratelematics.com](mailto:sales@astratelematics.com) prior to placing your order. Any times quoted for despatch are to be treated as estimates only. Whilst every endeavour will be made to meet these estimated times for despatch the Company shall not be liable in any matter whatsoever for failures to despatch within the time quoted.

### 5. CARRIAGE DELIVERY RISK AND TITLE

- (a) The risk of loss and/or damage to the goods supplied by the Company shall pass to the customer when they are delivered to the customer or other person to whom the Company has been authorised by the Customer to deliver the goods whether expressly or by implication by the Carrier at the destination specified by the Customer or otherwise and the Company shall not be liable for the safety of the goods thereafter (and accordingly the Customer should insure the goods thereafter against such risks as may be commercially prudent).
- (b) Any damage to the goods in transit should be notified to the carrier and the Company within two days of receipt, packing and contents to be held for inspection. If the goods are not received by the Customer within seven days of date of invoice the carrier and the Company should at once be informed in writing. Any shortages or discrepancies should be reported in writing within two working days. Claims not made within the said period(s) will not be entertained.
- (c) Notwithstanding the provisions of paragraph (b) above, the legal and beneficial ownership of the goods shall remain with the Company (which reserves the right to dispose of them) until payment has been made in full and has been received by the Company in accordance with the relevant terms.
- (d) So long as the Company shall remain the owner of the goods the Customer shall store the same so that they are clearly identifiable as the goods of the Company and in particular will not remove from such goods any labels or other identifying marks placed thereon by the Company. If payment in full is not made in accordance with these conditions of sale the Company shall have the right (without prejudice to the obligation of the Customer to purchase the goods) to retake possession of the whole or any part of the goods and for that purpose to enter any premises occupied by the Customer and to sever the goods from anything to which they are attached without being liable for any damage caused thereby and without prejudice to any other remedy that may be available to the Company.
- (e) If the Customer (who as between itself and any third part sub-purchaser shall be deemed to act on its own account and not as an agent for the Company) shall sell the goods prior to making payment in full for them, the beneficial entitlement of the Company therein shall attach to the proceeds of such sale or to the claim for such proceeds and the Customer shall hold such proceeds of sale on separate account for the Company absolutely.

### 6. PAYMENT

- (a) All accounts are strictly net and payable 30 days from the date of invoice, subject to the Customer’s credit status and trading history with the Company.

- (b) In the event that the customer fails to pay any invoice in full within time specified in (a) above, the Company reserves the right to place the Customer's account on stop, thereby suspending all further scheduled deliveries, service and support until the overdue amounts are settled in full.
- (c) The Company reserves the right to charge interest on any overdue amount at a rate of 8% + Bank of England base rate per year, calculated from the due date for payment to the date of actual payment.
- (d) All costs and expenses reasonably incurred by the Company in recovering monies due to it will be charged to and be payable by the customer.

## 7. PRODUCT WARRANTIES

- (a) Subject to these Basic Warranty Terms, for the benefit of Customer, the Company hereby warrants that the Product will be free from defects in material and workmanship (the "Basic Warranty"). A defect in material or workmanship is referred to herein as a "Defect" and a Product with a Defect is referred to as "Defective". The Company, however, does not warrant that the Products will operate uninterrupted or error free.
- (b) The Basic Warranty validity period for each type of Product (the "Basic Warranty Period") is set out in below. The Basic Warranty Period for an individual Product is calculated (a) from the date of the Original Customer's purchase of the Product as evidenced by the proof of purchase provided by Customer (e.g. receipt or invoice) indicating the date of purchase and the serial number, or (b) if Customer is unable to provide a satisfactory proof of purchase of the Original Customer's purchase of the Product, from the shipping date according to the Company's sales records.

Astra Telematics hardware (excluding internal batteries)	60 months
Astra Telematics cables and accessories	60 months
Internal batteries, back-up batteries or otherwise	12 months
Products manufactured by 3 <sup>rd</sup> parties (non-Astra hardware)	12 months
Fuses, internal to devices and cable mounted	NO WARRANTY
Software design and development	60 days from release

- (c) The Company will repair or replace Defective Product, provided that the Company determines at its own discretion whether a Defective Product shall be repaired or replaced. This represents Customer's sole and exclusive remedy in case of Defective Products.
- (d) In the case of defects or faulty workmanship in products or any parts thereof supplied but not manufactured by the Company, the customer shall not be entitled to receive any greater benefit hereunder than shall be received by the Company under any guarantee or warranty given to the Company by the manufacturers or suppliers thereof.
- (e) Repair parts to a Defective Product will be furnished, and replacement of a Defective Product will be made, on an exchange basis and will be either new or refurbished to be functionally equivalent to new. Replacement of a Defective Product will be made by an identical model or, if such model is not available to the Company, with a similar model. Any repair or replacement will not extend the original Basic Warranty Period, and the Basic Warranty in respect of a repaired or replaced item shall only be valid for the remainder of the original Basic Warranty Period for the repaired/replaced Product.
- (f) The Company reserve the right to charge an appropriate fee for inspection, testing and return shipping of any devices returned with no fault found.
- (g) Good returned in unsuitable packaging shall be deemed to be out-of-warranty.
- (h) Warranty returns are subject to our RMA procedure, which the Customer agrees to follow, including to accept the Company's assessment of whether a Product is considered Defective or not and under these Basic Warranty Terms.

## 8. WARRANTY EXCLUSIONS

- (a) A Product shall not be considered Defective if: it is not interoperable or compatible with any third party software or hardware, network, accessories, systems, external wiring or connectors or any other such items not supplied and authorised by the Company.
- (b) The Company's responsibility to repair, replace or credit Defective Products under the Basic Warranty does not cover Defects caused by the following:
  - a. accidents, abuse, neglect, mechanical damage (e.g. shock, scratches, pressure or break points), failure or variations in the electrical power supply or circuits, electrostatic discharge;
  - b. transportation, removal or installation of the Product;
  - c. installation, use or maintenance contrary to the instructions/information in the installation guidelines, user manual, technical specification and equivalent documentation;
  - d. abnormal use of the Product, i.e. use in excess of any usage limitations set forth in the user manual (this includes, but is not limited to, commercial use of Products which are clearly not intended for commercial use);
  - e. site conditions that do not conform to operating conditions according to the installation guidelines, user manual, technical specification and equivalent documentation;
  - f. actual or attempted repair, tampering, adjustment or modification by anyone other than the Company
  - g. fire, flood/water, lightning or other acts of nature;

- h. the Company does not provide any warranty related to fitness of the Product for any particular purpose. In particular, the Products are not intended to be used in applications or environments requiring unconditional and uninterrupted reliability in order to safeguard the security of people or tangible or intangible property ("HighRisk Activities"). High-Risk Activities include, but is not limited to, nuclear related activities, mass transportation or air transportation navigation/communication, life-sustaining equipment, nuclear related activities any other equipment or activity in which a defect in the Product could cause death, personal injury or other serious damage. The Company expressly disclaims any express and implied warranties relating to a Product's fitness for, and use within, High-Risk Activities

#### **9. CANCELLATION**

Orders for standard stock items may be cancelled at any time prior to shipment. To cancel an order, please email: sales@astratelematics.com stating your order reference number.

Orders for non-stock items, which are manufactured to client specifications, with client-specific options or hardware changes cannot be cancelled.

#### **10. RETURNS & REFUNDS**

Refunds may be granted at our discretion, where the following conditions apply:

goods have not been used, are undamaged and in original packaging  
goods are standard stock items and not customised for the client  
refund is requested within 10 working days of despatch

If goods are supplied incorrectly, please advise and return, and we will endeavour to supply the correct items as per your order.

If goods or are found to be faulty at any time during the warranty period, please return them to us with documentation stating the reason for return and we will repair or replace at our discretion. Goods received under warranty for repair or replacement will typically be returned to the client within 10 working days and no later than 30 working days, assuming permission to accept costs for non-warranty repairs is provided within a reasonable time.

#### **11. CONTINGENCIES**

The Company shall not be responsible for non-performance on whole or in part on its obligations nor under any liability to the customer in respect thereof if such non-performance is due to act of God, war, insurrection, Government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest or any other cause beyond the control of the Company.

#### **12. TERMINATION BY STATE**

Notwithstanding the provisions of condition 7 if the goods are to be used in the performance of a contract or subcontract made with any statutory or public body or authority (including any department or organ of state whether in the United Kingdom or abroad) and such body terminates the contract in whole or in part, the order placed on the Company in respect thereof may be cancelled in the same proportion provided that the customer shall have made the Company aware that the goods were to be used at the time of placing the order and the Company shall have confirmed that the provisions of this clause should apply. The liability of the Customer for termination allowance shall be determined by the then applicable regulations of the relevant statutory or other public authority pertaining to the termination of contracts in such circumstances.

#### **13. CONSEQUENTIAL LOSS AND DAMAGE**

Save as herein expressly provided the Company shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused arising out of the use of goods supplied by it. The customer shall indemnify the Company against all claims made against the Company by any third party in respect thereof.

#### **14. FINANCIAL CONDITION**

If, in the Company's judgement, the Customer's financial condition does not justify the terms of payment specified, the Company may cancel any unfulfilled orders unless the customer shall, upon written notice, immediately pay for any goods delivered or shall pay in advance for all goods ordered but not delivered or both at the Company's option.

#### **15. ASSIGNS**

The contract to which this document relates shall be binding upon and inure to the benefit of the successors and assigns of the entire business and goodwill of either the Company or the customer or of that part of the business or either used in the performance of such contract, but shall not be otherwise assignable.

#### **16. LEGAL CONSTRUCTION**

These Conditions and the contract to which this document relates shall in all respects be construed and operate in accordance with English Law, and the parties hereby submit themselves to the jurisdiction of the English Courts.

#### 17. CANCELLATIONS

Credit will not be issued on any goods returned without prior authorisation.

#### 18. PRICES

- (a) Whilst every endeavour has been made to ensure the accuracy of the prices quoted no responsibility can be accepted for any errors or omissions. Prices are subject to change without notice.
- (b) Without prejudice to the generality of the foregoing where a price is quoted and an order accepted for a product which is being imported from outside the United Kingdom, the Company reserves the right to increase the quoted price should the exchange rate vary by more than 2.5% from that in existence at the time the order was accepted.
- (c) Unless otherwise specifically stated, all prices are quoted on an "ex-works" basis (incoterms EXW), exclusive of VAT, taxes, excises, delivery or other charges.
- (d) Volume discounts shall be applied on the basis of quantity delivered in a single consignment ('drop'). In exceptional cases, the Company may agree volume discounts on a longer term delivery schedule in which case these prices shall be honoured only if the agreed delivery schedule is honoured by the customer. If the agreed delivery schedule is not honoured by the Customer (including the situation where delivery is suspended due to the customer's account being on credit hold), The Company reserves the right to withdraw the agreed volume discount and invoice the Customer for the difference between the single drop volume price and the agreed scheduled volume price.

Signed for and on behalf of Astra Telematics Limited:

Signature:

Date: 24/03/2021

Name: Philip Vella

Position: Director

Astra Telematics Limited  
7 Enterprise House  
Pencroft Way  
Manchester  
M15 6SE

Tel: +44 (0) 161 826 8800

<http://www.astratelematics.com>