

Terms and Conditions for the Supply of Equipment and Services under the Ctrack Plug & Play Solution

1. INTERPRETATION

1.1 **Definitions.** In these conditions, the following definitions apply:

Agreement: the Ctrack agreement, which includes the Information Schedule and these conditions.

Annual Availability Price: the amount shown on the Information Schedule that is payable by the Customer 12 months after the Commencement Date and annually on the anniversary thereafter for each item of Equipment. This charge relates to the making available of the Ctrack Plug & Play solution by Ctrack to the Customer during these periods but will be waived for each item of Equipment that has been used in the previous 12 month period.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges for the Equipment and Services as set out in the Agreement

Commencement Date: the date the Agreement is signed.

Contract: the contract between Ctrack and the Customer for the sale and purchase of the Equipment and the Supply of Services in accordance with these conditions.

Ctrack: Ctrack UK Limited registered in England and Wales with company number 07239604 whose registered office is at Park House, Headingley Office Park, 8 Victoria Road, Leeds LS6 1PF.

Ctrack Materials: means all materials, equipment, documents and other property belonging to Ctrack but not the Equipment.

Customer: means the person or firm detailed in the Agreement.

Delivery Option: the option for delivery and/installation set out in the Information Schedule.

Equipment: the Equipment (or any part of it) supplied by Ctrack to the Customer as set out in the Information Schedule and/or specification.

Force Majeure Event: an event beyond the reasonable control of the parties including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, telecommunications failures (including problems with internet transmission) fire, flood, storm or default of suppliers or subcontractors.

Information Schedule: the information schedule at the front of the Agreement, which is signed by the parties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Monthly Usage Price: the amount shown on the Information Schedule that is payable by the Customer for each calendar month, or part thereof, in which the Equipment provided under this Agreement is installed in a vehicle.

One Off Payment: the amount or amounts shown on the Information Schedule that is payable by the Customer prior to the delivery of the Equipment for the Equipment and activation of the Ctrack Plug & Play solution.

Review Date: the date 36 months after the Commencement Date and annually thereafter.

RPIX: means the value of the underlying average of the annual rate of the Retail Price Index published monthly by the Office for National Statistics (excluding mortgages).

Services: the services supplied by Ctrack to the Customer as set out in the Information Schedule and/or Specification.

Specification: any description or specification of the Equipment and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Ctrack.

Warranty Period: the period of time that the Equipment will be under warranty as set out in the Information Schedule.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF CONTRACT

2.1 By completing and signing the Agreement, the Customer is offering to purchase the Equipment and Services in accordance with these conditions.

2.2 When Ctrack sign the Agreement it shall be deemed to have accepted the Customer's offer and the Contract shall start on the Commencement Date.

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Ctrack which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter, or advertising produced by Ctrack and any descriptions or illustrations contained in Ctrack's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Equipment and Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. EQUIPMENT

3.1 The Equipment is described in the Specification.

3.2 Ctrack reserves the right to amend the specification of the Equipment as required by any applicable statutory or regulatory requirements or for technical reasons to ensure functionality of the Equipment is not impaired.

3.3 In the case of an OBD self-install device it is the Customer's responsibility to ensure that the OBD device can be satisfactorily and safely installed into a suitable OBD connection within their vehicles. Ctrack provides a specification of the device on its Web Portal.

4. DELIVERY AND INSTALLATION

- 4.1 Ctrack shall ensure that each delivery of the Equipment is accompanied by a delivery note which shows all relevant Customer and Ctrack reference numbers, the type and quantity of the Equipment (including the code number of the Equipment, where applicable) and special storage instructions (if any).
- 4.2 Delivery of the Equipment shall be completed on the Equipment's arrival or on completion of installation (as applicable).
- 4.3 Any dates quoted for delivery/installation are approximate only and the time of delivery is not of the essence. Ctrack shall not be liable for any delay in delivery/installation of the Equipment that is caused by a Force Majeure Event or the Customer's failure to provide Ctrack with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.
- 4.4 If Ctrack fails to deliver/install the Equipment, its liability shall be limited to refunding the amount of fees paid by the Customer.
- 4.5 If a vehicle is not at the agreed location at the agreed time to enable Ctrack to install the Equipment, Ctrack may charge the Customer additional fees for a different installation date.
- 4.6 If the Customer requests that Ctrack change the vehicle into which the Equipment is installed then Ctrack may charge a deficit/refit charge which will be agreed with the Customer in advance.
- 4.7 Ctrack may deliver the Equipment by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY

- 5.1 Ctrack warrants that on delivery, and during the Warranty Period, the Equipment shall:
- 5.1.1 conform in all material respects with its description and any applicable Specification; and
- 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 Subject to condition 5.3, if:
- 5.2.1 the Customer gives notice in writing to Ctrack during the Warranty Period within a reasonable time of discovery that some or all of the Equipment does not comply with the warranty set out in condition 5.1;
- 5.2.2 the Customer returns the equipment to Ctrack to allow a reasonable opportunity of examining such Equipment; and
- 5.2.3 Ctrack confirms that the issue is covered under warranty then, Ctrack shall, at its option, repair or replace the defective Equipment.
- 5.3 Ctrack shall not be liable for Equipment's failure to comply with the warranty set out in condition 5.1 in any of the following events and Ctrack may charge the Customer the costs of parts and labour in any such event;
- 5.3.1 the Customer makes any further use of such Equipment after giving notice in accordance with condition 5.2;
- 5.3.2 the defect arises because the Customer failed to follow Ctrack's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment or (if there are none) good trade practice regarding the same;
- 5.3.3 the defect arises as a result of Ctrack following any drawing, design or Specification supplied by the Customer;
- 5.3.4 the Customer alters or repairs such Equipment without the written consent of Ctrack;
- 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 5.3.6 the Equipment differs from its description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this condition 5, Ctrack shall have no liability to the Customer in respect of the Equipment's failure to comply with the warranty set out in condition 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These conditions shall apply to any repaired or replacement Equipment supplied by Ctrack.

6. TITLE AND RISK

- 6.1 The risk in the Equipment shall pass to the Customer on completion of delivery.
- 6.2 Title to the Equipment shall not pass to the Customer until Ctrack receives payment in full (in cash or cleared funds) for the Equipment and any other equipment that Ctrack has supplied to the Customer in respect of which payment has become due, in which case title to the Equipment shall pass at the time of payment of all such sums.
- 6.3 Until title to the Equipment has passed to the Customer, the Customer shall:
- 6.3.1 maintain the Equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery; and
- 6.3.2 notify Ctrack immediately if it becomes subject to any of the events listed in condition 14.1.
- 6.4 Subject to condition 6.5, the Customer may use the Equipment in the ordinary course of its business (but not otherwise) before Ctrack receives payment for the Equipment.
- 6.5 If before title to the Equipment passes to the Customer the Customer becomes subject to any of the events listed in condition 14.2, then, without limiting any other right or remedy Ctrack may have Ctrack may at any time:
- 6.5.1 require the Customer to deliver up all Equipment in its possession; or
- 6.5.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Equipment is stored in order to recover the Equipment by de-installing it from the relevant vehicle.

7. SUPPLY OF SERVICES

- 7.1 Ctrack shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 7.2 Ctrack shall (where applicable) use reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 7.3 Ctrack shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Ctrack shall notify the Customer in any such event.
- 7.4 If Ctrack supplies the Customer with a SIM card for use with the Equipment, the Customer shall only use it in conjunction with the Equipment and at normal usage levels. Ctrack reserves the right to reclaim any costs (and to charge an administration fee) for any excessive or unauthorised use of the SIM card (including any use outside of the UK unless specified in the Agreement).
- 7.5 In the case of an OBD device Ctrack will relay and present all vehicle diagnostic data that is retrieved by the OBD device from the Customer's vehicle.

8. CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall:

- 8.1.1 co-operate with Ctrack in all matters relating to the supply of the Equipment and/or Services;
 - 8.1.2 provide Ctrack, its employees, agents, consultants and subcontractors, with access to the Customer's vehicles, premises, office accommodation and other facilities as reasonably required by Ctrack;
 - 8.1.3 provide Ctrack with such information and materials as Ctrack may reasonably require in order to supply the Equipment and/or Services, and ensure that such information is accurate in all material respects;
 - 8.1.4 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - 8.1.5 keep and maintain all Ctrack Materials at the Customer's premises in safe custody at its own risk, maintain Ctrack Materials in good condition until returned to Ctrack, and not dispose of or use Ctrack Materials other than in accordance with Ctrack's written instructions or authorisation; and
 - 8.1.6 ensure that the OBD self-install device is securely and safely installed into the vehicle and will periodically check to ensure that the OBD device continues to be securely and safely installed.
- 8.2 If Ctrack's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 Ctrack shall without limiting its other rights or remedies have the right to suspend supply of the Equipment and/or performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Ctrack's performance of any of its obligations;
 - 8.2.2 Ctrack shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Ctrack's failure or delay to perform any of its obligations as set out in this condition 8.2; and
 - 8.2.3 the Customer shall reimburse Ctrack on written demand for any costs or losses sustained or incurred by Ctrack arising directly or indirectly from the Customer Default.

9. PRICE AND PAYMENT

- 9.1 The price of the Equipment and Services shall be the price set out in the Information Schedule.
- 9.2 The One Off Payment stated in the Information Schedule will be payable before the delivery of the Equipment unless otherwise agreed by Ctrack.
- 9.3 The Monthly Usage Price charges stated in the information Schedule will be invoiced and be payable for a full calendar month for any OBD device supplied to the Customer under this agreement that is installed in a vehicle for the whole or any part of each calendar month. The Annual Availability will be invoiced and payable for any individual device supplied under this agreement 12 calendar months following the Commencement Date, and annually thereafter, for the making available of these Services by Ctrack to the Customer but will be waived for any individual device that has been used in the previous 12 months period.
- 9.4 In addition to clause 7.4, Ctrack may increase the price for the Equipment and Services, by giving notice to the Customer at any time before delivery of the Equipment or performance of the Services, to reflect any increase in the cost of the Services to Ctrack that is due to:
 - 9.4.1 any request by the Customer to change the Specification; or
 - 9.4.2 any delay caused by any instructions of the Customer in respect of the Equipment and Services or failure of the Customer to give Ctrack adequate or accurate information or instructions in respect of the Equipment and Services.
- 9.5 The price of the Equipment and/or Services is exclusive of amounts in respect of VAT, which the Customer shall pay in addition, on receipt of a valid VAT invoice from Ctrack.
- 9.6 The Customer shall pay any invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Ctrack. Time of payment is of the essence. The Customer will be required to enter into a direct debit agreement for payment of all invoices covering the monthly Charges. Failure to do so will result in an additional administration charge of £20 per month.
- 9.7 All payments payable to Ctrack under the Contract shall become due immediately on its termination despite any other provision.
- 9.8 Ctrack has the right to automatically increase the Charges with effect from any Review Date, by a percentage equivalent to the percentage increase in RPIX All Items between the relevant Review Date and the preceding Review Date, unless the Review Date is the first Review Date in which case the measure shall be the increase between the Commencement Date and the first Review Date. Any such increase will be notified by Ctrack to the Customer at least 90 days prior to the date of such increase.
- 9.9 Ctrack may charge the Customer £30 for every direct debit failure or rejected cheque.
- 9.10 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Ctrack to the Customer.
- 9.11 Ctrack may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Ctrack to the Customer.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 Subject to clause 10.3, all Intellectual Property Rights in or arising out of or in connection with the Equipment and/or Services shall be owned by Ctrack.
- 10.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Ctrack obtaining a written licence from the relevant licensor on such terms as will entitle Ctrack to license such rights to the Customer.
- 10.3 Subject to clause 10.4, ownership in any Intellectual Property Rights comprised in or arising out of the data collected from the Equipment in the course of providing the Services ("**Customer Data**"), shall vest in the Customer and Ctrack hereby assigns any right, title and interest in the Customer Data to the Customer.
- 10.4 Ctrack may retain and sell the Customer Data in an anonymised format to third parties.
- 10.5 All Ctrack Materials are the exclusive property of Ctrack.

11. CONFIDENTIALITY

A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this condition as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

12. WARRANTY

- 12.1 Ctrack warrants that the Services will be performed with reasonable care and skill.
- 12.2 All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 12.3 If any of the Services do not conform with the warranty in Condition 12.1 Ctrack shall, re-perform the Services to the extent necessary to make good any defect free of charge and where it does so, Ctrack shall have no further liability to the Customer under the warranty in Condition 12.1 in respect of the relevant Services.
- 12.4 Any advice, instruction and/or recommendation relating to the Services and/or their use whether written or oral given by Ctrack's employees ("**Advice**") is given in good faith, but Ctrack only warrants that written Advice is given with reasonable skill and care. No further duty or responsibility is accepted by Ctrack.
- 12.5 The Customer warrants that:
 - 12.5.1 it is entering into the Contract in the normal course of its business;
 - 12.5.2 it has full power and authority to enter into the Contract and has any necessary consents, licences and authorisations to enable the Customer and Ctrack to perform their respective obligations under the Contract; and
 - 12.5.3 it has not been induced to enter into the Contract by any prior representations or warranties, whether oral or in writing, except as specifically contained in the Contract and the Customer irrevocably and unconditionally waives any right it may have to claim damages for any misrepresentation not contained in the Contract or for breach of any warranty not contained in the Contract (unless such misrepresentation or warranty was made fraudulently) and/or to rescind the Contract.
- 12.6 Given the inherent nature of the internet, Ctrack does not warrant that the Services will be completely error-free, or will be performed totally without interruption.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in these conditions shall limit or exclude Ctrack's liability for:
 - 13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 13.1.2 fraud or fraudulent misrepresentation;
 - 13.1.3 any matter in respect of which it would be unlawful for Ctrack to exclude or restrict liability.
- 13.2 Subject to condition 13.1:
 - 13.2.1 Ctrack shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 13.2.2 Ctrack's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount (excluding VAT) payable by the Customer for the Equipment and Services in the year in which the event occurred that gives rise to the claim.

14. TERMINATION AND SUSPENSION

- 14.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party not less than 90 days' written notice.
- 14.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 14.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 14.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 14.2.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 14.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 14.2.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - 14.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 14.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 14.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 14.2.2 to condition 14.2.9 (inclusive);
 - 14.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
 - 14.2.12 the other party's financial position deteriorates to such an extent that in Ctrack's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 14.2.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.3 Without limiting its other rights or remedies, Ctrack may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

- 14.4 Without limiting its other rights or remedies, Ctrack may suspend supply of the Equipment and/or provision of the Services under the Contract or any other contract between the Customer and Ctrack if the Customer becomes subject to any of the events listed in condition 14.2.2 to condition 14.2.9, or Ctrack reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

15. CONSEQUENCES OF TERMINATION

- 15.1 On termination of the Contract for any reason:
- 15.1.1 the Customer shall immediately pay to Ctrack all of Ctrack's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Ctrack shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 15.1.2 the Customer shall return all of Ctrack Materials and any deliverables which have not been fully paid for. If the Customer fails to do so, then Ctrack may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
 - 15.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
 - 15.1.4 conditions which expressly or by implication survive termination shall continue in full force and effect, including but not limited to conditions 1, 5, 6, 10, 11, 13, 14, 15 and 16.

16. GENERAL

- 16.1 Ctrack reserves the right to defer the date of performance or to cancel the Contract (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to a Force Majeure Event.
- 16.2 Ctrack may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract. The Customer shall not, without the prior written consent of Ctrack, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 16.3 Notices under these conditions shall be given in writing and may be given by delivery or first class post to the Customer at the address stated in the Agreement or as otherwise notified and to Ctrack at the address stated in these conditions or as other address notified. Notices sent by first class post shall be deemed to have been received within forty-eight hours of posting. Notices delivered by hand shall be deemed to have been received at the time of delivery.
- 16.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract.
- 16.5 A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.7 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 16.8 Except as set out in these conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Ctrack.
- 16.9 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

This Agreement has been entered into on the date stated at the beginning of it.