

## Terms and Conditions

### Lexshell 131 Trading Pty Ltd t/a Altrack or Altrack Fleet Management

#### Terms and Conditions of Subscriber

##### A. DEFINITIONS

"the Agent" –	the authorized Altrack representative (if any) described as such in the Transaction Schedule;
"this agreement" –	this agreement as read with the Transaction Schedule and New Vehicle Addendum if any;
"the Equipment" –	the apparatus consisting of the Altrack tracking device and SIM card installed in a vehicle and any piece of equipment ancillary thereto for the purposes of invoking and/or facilitating the provision of the Altrack service;
"Camera Mechanism" –	the electronic Camera Mechanism together with the SIM card and ancillary equipment to be installed in a Vehicle by Altrack technician
"Existing Client" –	the person who is receiving the Altrack service in terms of an existing agreement with Altrack;
"Confidential Information" –	any information that is identified as confidential or of such a nature that a reasonable person would perceive it to be confidential.
"Direct Marketing" –	as defined in the CPA.
"GSM Network" –	Global Systems for Mobile Communications as defined in the European Technical Standards Institute of specifications;
"Vodacom" –	Vodacom Pty Ltd
"Altrack" –	Lexshell 131 Trading Pty Ltd t/a Altrack Fleet Management Registration # 972082107
"Altrack Control Centre" –	Centre where signals from the equipment will be monitored and acted upon;
"the Altrack Service" –	the services set out hereunder and further as contained in the Transaction Schedule annexed hereto.
"the New Vehicle Addendum" –	the form issued by Altrack from time to time, to be completed by an existing client in order to receive the Altrack service in respect of a vehicle the details of which appear thereon;
"the Parties" –	both Altrack and the subscribers collectively;
"the Signature Date" –	the date of signature of this Agreement by the Subscriber;
"the Subscriber" –	the person(s) whose details appear in the Transaction Schedule and/or New Vehicle Addendum;
"Territory" –	all countries in Southern Africa in which the Altrack Service is provided;
"The Transaction Schedule" –	that part of this agreement, being the Subscriber Application Form, which identifies the Subscriber and wherein provision is made for other particulars concerning this agreement including the fees payable for the Equipment and/or the Altrack Service in respect of the Vehicle which forms part of the agreement;
"the Vehicle" –	the vehicle(s) referred to in the Transaction Schedule or the New Vehicle Addendum as the case may be, in which the equipment is installed;
"Data" –	any data, including, but not limited to, telematics data and/or personal data as defined in the Electronic Communications and Transactions Act of 2002 and any other legislation related to the protection of data, supplied by Altrack and/or the Client or stored, collected, collated, accessed, or processed on behalf of the Client. The data shall at all times remain the intellectual property of Altrack
"Fee" –	the collective fees for providing the Camera Mechanism, the Service, together with any other charges specified on the Subscriber Application Form and/or which Altrack is allowed to levy under this Agreement and which are set out in the Price Table.
"Price Table" –	an indicative price list, available to the Client on request, setting out the ruling price for the Equipment ,Camera Mechanisms, the Service, and ancillary charges which may be updated from time to time and published on Altrack's website.
"Stripping cover	Cover provided by Altrack to its existing and new clients to assist them post recovery of their vehicle to afford to restore the dashboard of the vehicle to its previous condition. In most cases Dashboards are damaged by the thieves in the process of the theft.

## Terms and Conditions

"Subscriber Application Form" the face of this Agreement and any schedules attached hereto..

Words importing to singular shall include the plural and vice versa and words importing one gender shall include the other genders; any reference to an actual person shall include a body corporate, firm or association and vice versa.

The terms of clause 3 are applicable exclusively in respect of Tracking services.

The terms of clause 4 are applicable exclusively in respect of camera services.

The terms of clause 10 are applicable exclusively in respect of Stripping Cover.

All other terms are generally applicable to this agreement.

### **1. APPOINTMENT**

- 1.1 The subscriber appoints Altrack to provide the Altrack Service to the subscriber. Altrack accepts the appointment on the terms and conditions set out in this Agreement.
- 1.2 The Subscriber hereby subscribes to Altrack, which hereby provides subject to the terms and conditions of this Agreement and the Transaction Schedule hereof, the Altrack equipment for the entire period, as set out in the relevant clauses below clause.

### **2. NEW VEHICLE ADDENDUM**

- 2.1 The subscriber shall qualify for The Altrack service in respect of each vehicle added where an Altrack tracking device or camera equipment is fitted to the vehicle. The subscriber shall become liable to Altrack for the monthly subscription upon fitment or completion of a schedule whichever occurs first. The presentation of a vehicle for fitment of a device shall constitute addition of a new vehicle for the purposes of this agreement.
- 2.2 Notwithstanding the foregoing and for the purposes of good record keeping, the Subscriber shall complete and thereafter send by email, a New Vehicle Addendum to Altrack.

### **3. THE TRACKING EQUIPMENT**

- 3.1 Notwithstanding the provisions of clause 4 hereof, the parties agree that the Altrack service cannot be invoked or rendered unless the equipment is properly installed in the vehicle by an Altrack approved fitment centre and such equipment is programmed, enabled and functioning to its manufacturer's specification. Only Altrack approved equipment may be used for purposes of this agreement.
- 3.2 Any maintenance and/or repairs required to be done shall be carried out at one of Altrack's approved fitment centres.
- 3.3 Altrack (but not the Subscriber) shall be relieved of its obligations under this agreement during any period when Altrack has notified the subscriber or the subscriber becomes aware itself that the equipment is defective and the subscriber has not delivered the vehicle to Altrack for the purposes of rectifying the defect.
- 3.4 The Subscriber shall notify the Altrack control centre immediately of every signal of the equipment, which has been accidentally or unintentionally activated. The Subscriber accepts responsibility for the consequences of any accidental or unintentional activation of the equipment, it being agreed that such consequences may include the police or response teams responding pursuant to any such activation and making wrongful arrests and the Subscriber indemnifies Altrack against any claims or damages as a result of such accidental or unintentional activation of the equipment.  
The subscriber shall present any vehicle which it sells or lets out to a third party or for which its account is in arrears, to Altrack in order to ensure that the equipment is removed and not mistakenly taken to be stolen. In the event of the subscriber failing to comply with foregoing it shall be liable for any losses suffered by Altrack and hereby indemnifies Altrack against any such losses regardless of how remote they might be.
- 3.5 The Subscriber shall not modify or alter the equipment in any way.
- 3.6 All risk of loss and damage in and to the equipment shall, from the date of installation by an Altrack approved fitment centre, pass to the Subscriber.
- 3.7 The Subscriber shall within 48 (forty eight) hours, advise Altrack in writing in the event of loss, damage or theft of the Equipment or Sim card (if applicable).
- 3.8 Altrack shall retain the right to remove the equipment from the Subscriber's vehicle at any time due to breach of this agreement by the Subscriber such breach includes but is not limited to the subscribers accounts going into arrears. The subscriber undertakes in such event to comply with all of Altracks instructions and directions in the event of such breach.
- 3.9 The Subscriber shall bear all risk in respect of the equipment and shall ensure that it carries suitable insurance cover for the value of such equipment.

## Terms and Conditions

- 3.10 The Subscriber and any person entering the vehicle with his permission may not in any way tamper with the equipment and any damage resulting from such tampering shall be at the cost of the Subscriber. In addition to the foregoing tampering shall release Altrack from its obligations under this agreement.
- 3.11 Should the subscriber or any third party in any way tamper with the equipment or cause a battery disconnection to the equipment (while work is performed on the vehicle, including but not limited to service, repairs , panel beating, audio-visual or other like installations) , the subscriber shall be obligated at its instance to bring the vehicle to ALTRACK's fitment centre for the purposes of ensuring that the vehicle tracking system is still activated. In the event that the subscriber does not take such steps ALTRACK shall be released from its obligations in terms of this agreement.

### WIRELESS BACKUP TRACKING UNIT

- 3.12 In the event of the client electing to install a wireless backup tracking unit in addition to the primary unit, the client is cautioned the battery of the backup unit has a lifespan of three years and the client is obligated to return to ALTRACK's fitment centre prior to expiry of the period in order for a new battery to be fitted. The client shall be responsible for ALTRACK's costs and fees applicable at the time for the purpose of fitting the new battery.

Altrack shall provide the following services in terms of this product –

- 3.13 Stolen Vehicle Recovery Services which shall include response and recovery of the Vehicle in the event of it being reported stolen or hijacked.
- 3.14 The process of the vehicle recovery shall be limited to establishing the whereabouts of the vehicle and ensuring that the subscriber or his nominee is able to safely access the vehicle. ALTRACK shall in no way be responsible or liable to physically return the vehicle to the subscriber. All costs of physically return the vehicle shall be for the account of the subscriber.
- 3.15 in the event of the client being in arrears in respect of its account with ALTRACK, ALTRACK while not obligated to assist with the recovery of the missing vehicle will on request, an entirely at its own discretion which discretion cannot be questioned, agreed to assist in the recovery vehicle at a cost which will be specified by ALTRACK and payable prior to any recovery being pursued.

### 4. THE CAMERA INSTALLATION

- 4.1 Altrack will install the Camera Mechanism purchased by the Client and paid for in advance to the Client's Vehicle and within 48 (forty-eight) hours of the weekday following installation of the Camera Mechanism, provide the Client access to the Services via the authorised website or mobile application.
- 4.2 The Client authorises Altrack to do all such things necessary to mount and secure the Camera Mechanisms in the Vehicle, including, but not limited to, drilling into the body of the Vehicle, The Client indemnifies Altrack against any claims arising therefrom and accepts all risk and liability arising out of the installation of the Camera Mechanism. Altrack will mount the Camera Mechanism on the Vehicle in a position that it deems appropriate. If the Client wishes to have the Camera Mechanism and/or ancillary equipment repositioned, it will be liable for a callout fee and any other fees that may be applicable as set out in clause 4.5.
- 4.3 Included in the Fee is 2 (two) Gigabytes of data unless otherwise specified in the schedule hereto. Any data that is unused during a month will not carry over to the next calendar month. The Camera Mechanism will only activate upon the ignition of the Vehicle.
- 4.4 Altrack makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the system or Data will be error-free, that any specific result or outcome will be achieved by utilising the Service, or that the use of the Service by the Client will comply with all applicable laws. The Client accepts responsibility for making all reasonable enquiries as to the suitability for purpose of the Camera Mechanism, the main features of which are available to the Client on request. To the extent that it is applicable the Client will make disclosure to the drivers and passengers that they and their activities are being recorded.
- 4.5 In respect of any camera recording, the Camera Mechanism will record up to the storage maximum of the SD card selected. When the storage space on the SD card is exceeded, it will automatically overwrite the existing footage. Altrack shall not be liable for the loss of footage due to storage restrictions, damage to the Camera Mechanism or failure in the GSM network.
- 4.6 The Client bears the onus to contact Altrack for a Camera Mechanism test to be carried out from time to time. The Client shall take all reasonable steps to ensure that the Camera Mechanism is in proper working order and must immediately, or as soon as is practically possible, report any Camera Mechanism faults and/or failures to Altrack. Upon reporting a fault and/or failure, the Client shall make the vehicle available for repair within 3 (three) working days of establishing the fault and/or failure. During such period the failure of

## Terms and Conditions

the Camera Mechanism to record shall be deemed to be known to the client and the client indemnifies Altrack against any loss it or Altrack suffers as a result thereof.

- 4.7 In the event the Client requires Altrack to recover and review footage from the Camera Mechanism, the Client shall pay a call-out fee as set out hereunder. The review of footage shall be charged by Altrack on an hourly basis.
- 4.8 The client shall be entitled to 2 (two) GB of data usage per month per installation, in the event of the client exceeding 2 GB of data usage per month, a notification will be sent to the client on the number designated by them, whereupon the client, if they require further usage will be obligated to purchase further data at its own cost.
- 4.9 The Client will be responsible to use the Camera Mechanism and the Service in the manner advised by Altrack. The Client shall not, in any way, alter or tamper with the Camera Mechanism.
- 4.10 The Camera Mechanism carries a 1 (one) year warranty, and the installation carries a 12 (twelve) month warranty, subject to damage to the Camera Mechanism not arising from:
  - 4.11 an accident in which the vehicle is involved;
  - 4.12 tampering with the Camera Mechanism and/or any ancillary devices, or any work being carried out on the Camera Mechanism by a person not authorised in writing by Altrack to work on the Camera Mechanism, or vandalism or malicious damage howsoever caused, or misuse, abuse, or negligent handling of the Camera Mechanisms and/or the Service.
  - 4.13 any damage caused by fire, attempted theft or water;
  - 4.14 any theft of a Camera Mechanism from the vehicle.
  - 4.15 any damage caused by a faulty electrical supply or electric surge.
  - 4.16 any damage caused resulting from the ingress of any fluid penetrating the Camera Mechanism.
  - 4.17 rodents or insects;
  - 4.18 any other event out of the direct control of Altrack.
- 4.19 All risk of loss and damage to the Camera Mechanism shall, from the date of installation, pass to the Client.

### 5. TERM

- 5.1 The Client may cancel this Agreement on one calendar months' written notice to Altrack.
- 5.2. Altrack may cancel this Agreement 20 (twenty) business days after giving written notice to the Client of a breach by the Client in its failure to comply with the terms of this Agreement.
- 5.3. Should the Client have concluded the Agreement with Altrack resulting from Direct Marketing, the Client has the right to enforce its Cooling-Off rights, if entitled in terms of the Consumer Protection Act 68 of 2008, to cancel the Agreement by written notice to Altrack within 5 (five) business days after the Agreement has been concluded. If any payment has been made by the Client to Altrack in terms of the Agreement emanating from Direct Marketing, Altrack will return the payment to the Client within 15 (fifteen) business days if no installation has been completed, or within 15 (fifteen) business days after the return of the equipment to Altrack if installation has already taken place subject to recovery of installation costs including time and material. The Client may not in any way tamper with the installed equipment or attempt to de-install it itself or through any other agent.
- 5.4. The agreement shall constitute a month-to-month contract.
- 5.5 the parties agree that in the event of the tracking agreement being cancelled the client will within 14 calendar days of termination, present the vehicle at Altrack for deactivation of the tracking equipment.

### 6. TERRITORY

The Altrack Service is available only within the areas in Southern Africa where the Altrack Service is commercially available from time to time and Altrack shall accordingly not, unless otherwise provided for in this agreement, be obliged to render any of the Altrack Service outside the territory.

### 7. FEES AND CHARGES

- 7.1 As consideration for Altrack undertaking to provide the Altrack Service, the Subscriber shall pay Altrack ,upon signature of the agreement or installation whichever is the sooner the monthly subscription referred to in the Transaction Schedule on the face hereof together with any increases pursuant to 7.2 below, monthly in advance on or before the 7<sup>th</sup> (seventh) day of each calendar month or such earlier date as specified in the debit order authorisation contained in the Transaction Schedule, provided that the first such monthly subscription shall be paid upon conclusion of this agreement, and the Subscriber shall continue to pay the monthly subscription until termination of this agreement as per clause 5 above.
- 7.2 Altrack may from time to time increase the Monthly subscription upon at least 1 (one) calendar month's prior written notice to the Subscriber.

## Terms and Conditions

- 7.3 If, as a result of the signal from the equipment, or at the Subscriber's instance or request, or, the request of any authorised representative of the Subscriber or any authorised user of the vehicle, Altrack (or any of its subcontractors) renders any service not otherwise required of it in terms of this agreement, the Subscriber shall pay Altrack any amount determined in accordance with Altrack's standard rates for any such service rendered.
- 7.4 The Subscriber shall not be entitled to withhold payment of any amounts due under the agreement for any reason whatsoever.
- 7.5 Should the Subscriber fail to pay any amount due in terms of or arising from the agreement on due date, Altrack shall be entitled to hand the account over to a Altrack collection agent to recover the outstanding amount.
- 7.6 The Subscriber shall in addition to the Monthly Subscription pay Value Added Tax thereon (at the rate applicable from time to time) or any other tax or fiscal charge which may be imposed by legislation.
- 7.7 The Subscriber hereby consents to the jurisdiction of the Magistrate's Court for the purposes of recovering any amounts due to Altrack. The subscriber acknowledges that Altrack shall be entitled to attorney and client costs against it in such event.
- 7.8 All stamp duties payable in respect of this agreement or any suretyship or securities given in respect hereof shall be paid by the Subscriber either on demand or by addition to the overall debt.
- 7.9 The first debit order deduction will be a pro-rata amount for the month that your vehicle has been fitted with an Altrack unit, plus one month's subscription in advance. If necessary, in the event that the original debit order is returned for any reason whatsoever, the Subscriber authorises Altrack to submit an additional debit order during the course of the month for the full outstanding balance.
- 7.11 If Sim cards (if any) are pre-loaded with international roaming it is agreed that the Subscriber will be liable for all charges incurred in respect of international roaming, should the equipment be located outside the borders of the Republic of South Africa.
- 7.12 The Subscriber agrees that should he cancel this agreement prior to the expiry of the initial period set out in clause 4, then the whole balance owing in terms of this agreement shall become due and payable.
- 7.13 Subscriber remains liable for all the monthly payments that become due until such date that it terminates this agreement in writing.
- 7.14 The Subscriber may, at Altrack's discretion, be charged for any services rendered to the Subscriber where such services have been requested by the Subscriber, its representative or an authorised driver of the vehicle, where such services are not otherwise required of it in terms of this agreement. The Subscriber shall pay Altrack an amount determined in accordance with Altrack's standard rates, determined from time to time, for any such service rendered.
- 7.15 should the subscribers debit order be returned unpaid the services may be suspended until such time as the subscriber has furnished valid proof of payment reflecting the subscribers vehicle registration and its account number as a reference. The subscriber is aware that in such event redirection of the service might only occur 72 hours after proof of payment is furnished.

## 8 NOTICES

Notwithstanding Clause 14 below, where Altrack is required to notify the Subscriber or its contact person(s) of any facts pursuant to this agreement, such notice shall be affected by telephone to the Subscriber or its contact person, as the case may be, at such telephone number(s) as notified in writing by the Subscriber to Altrack from time to time. Where Altrack cannot reach the Subscriber or its contact person at the given telephone number, Altrack shall be relieved of the duty to provide any such notice.

## 9 EXCLUSION OF LIABILITY

For purposes of this clause all references to "Altrack" shall include references to the Agent, the Franchisee, Altrack's subcontractors, employees, agents and independent contractors, the Altrack Group and any of the Altrack Group's independent contractors, subcontractors, employees, and agents.

- 9.1 The Subscriber recognises that the Altrack Services are intended to reduce the risk of loss, but not of eliminating such risk. Altrack shall not be liable for any loss or damage of whatsoever nature caused to the Subscriber in consequence of any act or omission by Altrack or any failure by Altrack to perform the Altrack Service pursuant to this agreement, including any negligence on the part of Altrack or any acts beyond its control. Altrack in no way guarantees recovery of the vehicle and simply undertakes to use its best efforts to recover the Subscriber's vehicle in the event of theft.
- 9.2 Altrack shall exclusively have the right to decide whether to cut the petrol supply of the vehicle in the event of theft or loss based upon considerations of safety for other road users and any such decision lies solely at its discretion.

## Terms and Conditions

- 9.3 Altrack guarantees that it will make its best effort to recover the vehicle, however, it does not make any guarantee with regard to the recovery of the vehicle.
- 9.4 Altrack shall have the final say as to whether to apply a fuel cut in respect of the vehicle and such decision will be based upon safety consideration in respect of which Altrack shall have the final say.

### **10 STRIPPING COVER**

- 10.1 Should the client elect to subscribe for Stripping cover, it will enjoy cover to the maximum of R10'000 (Ten Thousand Rand) per event once every 36 months.
- 10.2 Cover for each event must be accessed by the client within 90 days, calculated from the date of the recovery event.
- 10.3 Once the vehicle is recovered and there is evidence of dashboard damage
  - 10.3.1 Authorisation must be obtained from Altrack to proceed with repairs prior to the restoration work commencing.
  - 10.3.2 No benefit will be paid for dashboard damage that occurs in a manner other than vehicle theft. Dashboard damage shall include and be limited to the dashboard and its electronic components
  - 10.3.3 The restoration work must be effected by a repair shop authorized by Altrack and Altrack will compensate the repair shop directly for restoration work. No funds will be paid to the client in lieu of restoration costs.
  - 10.3.4 Authorisation to restore must be contained in writing.
  - 10.3.5 Cover is only provided if the vehicle was stolen within the borders of South Africa.
  - 10.3.6 The clients First claim can only be made after 3 months.
- 10.4 General exclusions – when Altrack will not pay any benefits under stripping cover.
  - 10.4.1 Where the owner or driver is complicit in the theft.
  - 10.4.2 Where the driver at the time of the theft was under the influence of intoxicating drugs or alcohol
  - 10.4.3 Failure of the client to follow Altrack's procedures.
  - 10.4.4 The client may only claim under this agreement once every 36 months.
  - 10.4.5 The cover begins once Altrack has received the full monthly payment (total premium) for the first month.
  - 10.4.6 Cover terminates if total premiums are not paid up.
- 10.5 Premiums are payable as follows:
  - 10.5.1 The premium is R230 per month inclusive of VAT.
  - 10.5.2 The client is responsible to pay the total policy premium shown in the schedule every month by debit order payable on the first day of each month.
  - 10.5.3 Payment for cover is monthly in advance. For the policy to continue each month, the total premium must be paid on the premium collection date.
  - 10.5.4 If the premium collection date falls on a weekend or public holiday, the premium can be paid on the next working day after the weekend or public holiday.
- 10.6 Premium Increases will be adjusted on review date but can also be adjusted at any time. Client will be informed at least 31 days before the effective date of any changes.
- 10.7 Implications of a failure to pay a premium are that Cover ends when total premiums are not paid. Non-payment of premiums will result in an automatic lapse of the cover.
- 10.8 The client hereby authorises Altrack to issue and deliver payment instructions to clients Banker for collection against its provided bank account at its Bank, or any other bank or branch to which client may transfer its account to, on condition that the sum of such payment instructions will never exceed clients obligations.
- 10.9. Client agrees that although this Authority and Mandate may be cancelled, such cancellation will not cancel the terms of Agreement. Client shall not be entitled to any refund of amounts which Altrack may have withdrawn while this Authority was in force, if such amounts were legally owing to Altrack.
- 10.10 The client will follow the claim procedure for any claims as follows:
  - 10.10.1 Vehicle must have been reported to Altrack as stolen
  - 10.10.2 Altrack or its agent must have recovered the stolen vehicle
  - 10.10.3 The recovery team must have taken a photo of the dashboard on recovery of the vehicle which shows stripping damage to the dashboard
  - 10.10.4 The client must send the quote or invoice to [strippingcover@altrack.co.za](mailto:strippingcover@altrack.co.za)
  - 10.10.5 On receipt and confirmation of the vehicle theft and stripping damage the invoice will be paid up to a maximum of R10'000 (Ten Thousand Rand).

## Terms and Conditions

### 11 FURNISHING OF INFORMATION

- 11.1 The Subscriber warrants the accuracy of all the information furnished by or on behalf of the Subscriber to Altrack in terms of or pursuant of this agreement.
- 11.2 The Subscriber shall forthwith notify Altrack in writing of any change(s) in the information set forth in Transaction Schedule and/or New Vehicle Addendum or furnished to Altrack from time to time in accordance with the standard practice or procedures of Altrack.
- 11.3 Should any of the aforesaid information change and not be notified in writing to Altrack or should any information supplied not be correct in all respects, then the Subscriber agrees to hold Altrack harmless.
- 11.4 The Subscriber authorizes Altrack to:
  - 11.4.1 Access from credit bureau, the Subscriber's personal information concerning financial risk and payment habits ("payment profile")
  - 11.4.2 Use data that Altrack may hold in relation to the Subscriber from time to time for the following purposes.
    - 11.4.2.1 To share information about the Subscriber's payment profile with credit bureau and other service providers;
    - 11.4.2.2 To process the Subscriber's request for access to Fleet Management Service;
  - 11.4.3 Disclose the Subscriber's payment profile to credit bureau and other service providers

### 12 BREACH

- If the Subscriber:-
- 12.1 Fails to pay any amount under this agreement on due date; or
  - 12.2 Fails in the performance of any of its obligations hereunder or breaches any term or condition of this agreement; or in Altrack's opinion, reasonably exercised, consistently raises false alarms or abuses the Altrack service; Altrack may immediately thereupon suspend its obligations under this agreement and/or, simultaneously therewith or thereafter terminate this agreement without notice to the Subscriber. Any such suspension and/or termination shall be without prejudice to any other rights, which Altrack may then have in law.
  - 12.3 Upon termination of this agreement for whatsoever reason all amounts payable by the Subscriber to Altrack shall become due and payable.
  - 12.4 Upon termination prior to the expiry of the initial period (as stated in the Subscriber Application Form), the Subscriber in respect of a subscription transaction, shall, at its cost and risk forthwith allow Altrack to recover the Equipment from the Subscriber and shall do all such things as may be reasonably necessary to enable Altrack's authorised agent or representative to uplift and collect the Equipment.

### 13 CERTIFICATE OF INDEBTEDNESS

A certificate signed by any director or manager for the time being of Altrack in respect of any indebtedness of the Subscriber to Altrack under the agreement or otherwise or in respect to any other fact shall be *prima facie* evidence of the Subscriber's indebtedness to Altrack and/or such other fact. It shall not be necessary to prove the appointment of the person signing any such certificate.

### 14 DOMICILIUM

- 14.1 The parties hereby choose *domicilium citandi et executandi* for all purposes of and in connection with this agreement their respective physical addresses as set forth in the Transaction Schedule.
- 14.2 Either party shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* selected by it shall be address other than a box number, and any such changes shall be only effective upon receipt of notice in writing by the other party of such change.
- 14.3 Subject to clause 6, all notices, demands, communications or payments intended for either party shall be made or given at the relevant Party's *domicilium* for the time being.
- 14.4 A notice sent by either party to the other shall be deemed to be received by the other party on the same day, if delivered by hand or sent by telefax and on the 5<sup>th</sup> (fifth) day after posting, if sent by prepaid registered mail.
- 14.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by any party shall be an adequate written notice or communication to it notwithstanding that it was sent to or delivered at the party's chosen *domicilium citandi et executandi*.

## **Terms and Conditions**

### **15 GENERAL**

- 15.1 This agreement shall be governed by the laws of the Republic of South Africa.
- 15.2 Should any provision of this agreement be rendered unlawful (retrospectively or otherwise) then that unlawful provision only shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful or, if such modification is impossible, be deemed to be severable from the remaining provisions hereof. In either such event notwithstanding anything to the contrary in this agreement contained, Altrack and the Subscriber respectively shall have all the rights conferred on them by the law rendering such provision unlawful.
- 15.3 This agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreements, written or oral, in connection with the subject matter hereof.
- 15.4 No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed or on behalf of all the parties.
- 15.5 No indulgence, which any of the parties ("the grantor") may grant to any other or others of them ("the grantee(s)"), shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.
- 15.6 The Subscriber shall not be entitled to cede or delegate its rights or obligations in terms of this agreement without the prior written consent of Altrack, which consent shall not unreasonably be withheld. Altrack shall be entitled to cede or delegate its rights and/or obligation under this agreement.