

TERMS & CONDITIONS

1. Glossary:

Unless the context indicates a contrary intention, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall bear corresponding meanings:

Agreement-means this agreement together with its entire schedule and terms.

Commencement Date-means the date on which this agreement is signed by the Client.

Client-as described in Customer Information of Application Form.

Track Plus-means brand name of Tracking World (Pvt) Limited, its service centers, its agents and its distributors and its franchisees.

Equipment-means the equipment provided to the Client for utilization of the Service and ancillary all items. (Including operating software).

Unit-means any single item of Equipment, particularly those items of Equipment that can readily be identified by their trade name or types assigned by Track Plus.

Vehicle Tracking Services-means installation of the Equipment in the motor vehicles, tracking the motor vehicles within the Network Area, and immobilization of the motor vehicles if the motor vehicles leave the Network Area.

Fleet Management Services-means installation of the Equipment in Fleets, and receiving data form the Equipment at intervals and providing report based information to the Client.

Net work Area-means the area within which the cellular mobile communications services are available for Track Plus

Services-means Vehicle Tracking Services, Fleet Management Services including all optional services which are purchased by the client on the application form and Equipment maintenance services.

Service Center-means any duly appointed service center, the locations and other details of which shall be communicated to the Client from time to time. **Service Hours**-means the hours 0900 to 1700 Monday to Friday excluding all public holidays, but including Saturday from 0900 to 1300.

Services Charge-means the annual cost as invoiced, payable upon execution of the Agreement and then each anniversary date thereafter, plus the amounts that may be invoiced to the Client on a monthly basis based upon a Client's usage of the optional Services in excess of that included in the Service package availed by the Client.

Applicable Taxes-means all taxes, Federal and provincial and Local, that are payable by the Client in respect of availing the services envisaged in this Agreement, and shall be deemed to include taxes that are brought into force subsequent to the execution of this Agreement.

Words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine gender and vice versa and natural persons shall include juristic persons and vice versa. The heading to the paragraphs in the Agreement are inserted for the

purpose of reference only and shall not affect the interpretation of any provision to which they relate.

In the event that any definition in this clause contains a substantive provision, then such provision shall be given effect to as if the same were incorporated into the main body of the agreement.

2. Recordal:

The parties wish to enter into this Agreement with respect to the Service.

3. Duration and Notice:

This Agreement shall commence on the commencement Date and shall continue for an initial period of 12 months, thereafter be renewed automatically for further period of twelve months each. Unless the Customer gives Tracking World three months prior written notice of its intentions to be terminate the Agreement, which notice may only be given on the each anniversary of the Commencement Date. Tracking World may terminate the Agreement at its discretion at any time and without having to assigns any reasons thereof. No legal actions can be taken against it in any court.

4. Equipment:

4.1 The Equipment, as invoiced, shall be sold to the Client by Tracking World Plus after execution of the Agreement. The Services shall only become operative once the Equipment has been purchased by the Client and same has been installed by Tracking World in the Client's motor vehicle or Fleet.

4.2.The Equipment shall be installed by Tracking World into each motor vehicle, and the customer authorizes Track World to effect any modification deemed expedient by Tracking World, inclusive of but not Limited to acts involving cutting, welding and/or drilling, to the motor vehicle of the customer and that the customer hereby waives the right to claim anything from Tracking World for any loss, damage, diminution occasioned by the customer due to Tracking World installing the Equipment in the motor vehicle and/or anything related connected and or ancillary there to.

4.3.The Equipment belongs to the person/company /institution that has paid for the system. If the user leases the equipment from a leasing/financial institution, then till such time that the unit is paid off, ownership will be held by the institution and not the Client. Though the Client would be free to avail the services of Track Plus, the institution will also possess the right to inquire regarding the location of the vehicle and in no request of any sort from the leasing financial institution will be entertained.

4.4.The Equipment shall be returned to Tracking World upon discontinuation of service to hold in safe custody (duly receipted), or the Client may sell the unit to be installed in another vehicle, after paying the removal/installation charges and all outstanding dues (if any).

4.5.The Equipment shall only be purchased from Tracking World and the Equipment shall remain the

property of the client even after the termination of this Agreement.

4.6. The installation, maintenance, repair and servicing of the Equipment shall be done solely by Tracking World. The Client shall be separately liable, in addition to the Service charges payable in terms of the Agreement, to reimburse Tracking World for the Cost of repairing and/or adjusting any item of Equipment to restore it to the condition in which an item of Equipment of that nature and age should be, fair wear and tear excepted. Before carrying out any such repair and/or adjustments Tracking World shall advise the client of the estimated cost of such repair and/or adjustments. If the Client declines to have the item of Equipment restored to the standard required by Tracking World then the agreement shall stand terminated.

4.7. If Tracking Plus is being installed in a vehicle operational under the hire / purchase scheme, it is essential that Tracking World is informed while purchasing the unit and entered in the application form as such.

4.8. Any attempt by any entity, other than Tracking World, to interfere with the Equipment shall immediately absolve Tracking World of all its obligations under this Agreement, and the Agreement may be deemed as terminated forthwith.

5. Service with respect to the Equipment:

5.1. Tracking World agrees to provide the following service in relation to the Equipment listed.

5.1.1 If any failure to operate correctly having been strictly maintained by Tracking World in accordance with the provisions of this Agreement, then provided that:

5.1.1.1 The unit and/or the written guidelines, manuals advice instructions given it to by Tracking World in respect of the Equipment's use and operation. Tracking World shall, upon receipt of the requisite notice from the Client, repair or replace, at the Tracking World discretion, such offending unit at Tracking World's cost (if equipment is under warrantee).

5.1.2 The supply of all spares, and labor as are required and as determined by the Tracking World.

5.1.3 The use and supply of exchange units as are required by the Tracking World.

5.2 For the duration of this Agreement the Clients agrees not to permit any person other than Tracking world or its duly appointed agents to maintain, service, calibrate and/or repair any item of Equipment.

6. Equipment Access:

When Track Plus is notified of a required service, such notice shall include, but not be limited to.

6.1.1 The registration of the vehicle.

6.1.2 The location of the vehicle requiring service.

6.1.3 The time of availability of the vehicle at the above location.

6.2 Should Track Plus or its appointed representative not be provided with the access to the Equipment, or the Equipment is not available at the above location and time, then not with-standing anything to the contrary contained

in the Agreement, Tracking World shall be entitled to charge the Client all traveling costs.

6.3 The amount payable to Tracking World with respect to the repairs and/or additional services having been performed by Tracking with regard to the equipment shall be paid to Tracking World by the Client within 4 days of the date of repairs and/or additional services that have been carried out. Tracking World shall not be obliged to carry out any further service in items of this Agreement until all such amounts have been paid.

6.4 Tracking World may call upon the client to bring into a designated service center the motor vehicle, in which equipment has been installed, for quality control and maintenance measures, The Client must bring the motor vehicle in which the Equipment has been installed to the designated Service center, at the time so designated by Tracking World.

7. Exclusions with reference to the Equipment:

7.1 Following are specifically excluded from the service defined in this Agreement.

7.1.1 Any damage caused to the Equipment outside the direct control and scope of influence of Tracking World including but not limited to:

7.1.2 Any Act of God or similar man made event, or as applied to VTS major or caused fortuitous;

7.1.3 The loss of Equipment between the happening of one service and the next all damage caused by a faulty or spurious or surplus electrical supply;

7.1.4 All damage caused as the direct or indirect result or any act of tampering, vandalism or malicious damage howsoever caused;

7.1.5 All damage caused as result of a vehicle accident.

7.1.6 All damage caused by fire, theft, water or flood.

7.1.7 All damage caused as a direct or indirect result of civil or political disturbance or any like event, all damage caused by any act of any third party.

7.1.8 All damage caused as a result of the ingress of any fluid penetrating the Equipment, if applicable;

7.1.9 Any re-calibration or adjustment to any Equipment as is required after any gearbox, tire, differential, any electric or electronic part/s, CNG fitting or any similar component change and or modification has been effected to any vehicle to which the Equipment has been fitted.

7.1.10 Any replacement of any engine revolution or gearbox "take-off" device including any "terminal" or similar device;

7.1.11 Any stoppage, limitation, engine control, engine shutdown or similar event resulting from the operation of the Equipment.

7.1.12 The removal and/or de-installation or any similar action requiring removal, re-installation and/or relocation of any unit, equipment or system, as required or requested by the Client except in cases where this action is necessary to maintain existing tracking service provided or a tracking facility.

7.2 Any repairs, maintenance, services or other work as excluded above or any other work not specifically included in the Agreement will be charged to the Client.

7.2.1 In each such instance the Client shall separately request such service by addressing its request to Tracking

World in writing during Tracking World Servicing Hours to Tracking World's designated Service Center.

7.2.2 Without derogating from anything contained in 7.2.1 and/or the generality of anything contained in this Agreement, the Client may where urgently required contract the Tracking World on its applicable service telephones number, which telephone number has been separately supply to it. In all such cases the establishing of contract or otherwise with the Tracking World, by this means shall not in any way be construed as a request and/or a notification as defined and required in 7.2.1 above.

7.3 Where the Client indicates to Tracking World that the Equipment has failed to operate and in so doing cause Tracking World to attend at the location of such a unit. Ostensibly to repair same, and given that it subsequently transpires that same was a Client suppositions, then Tracking World shall be permitted additionally charge the Client.

7.4 Tracking World shall not be liable/responsible for the provision of Service or anything related, connected, pursuant and/or ancillary thereto if the motor vehicle with in which the equipment is installed is not brought to a designated service center at the time designated by Tracking World, for a quality and maintenance check. Tracking World would stand discharge of its obligations under this Agreement and/or anything related, connected, pursuant and/or ancillary thereto, if the Client is under bring the motor vehicle within which the Equipment it installed for a quality and maintenance check upon being requested by Tracking World.

8. Track Plus Services:

8.1 Track Plus shall provide Fleet Management Service and/or Vehicle Tracking Service to the Client, the scope of which is exhaustively defined herein;

8.2 With respect to Fleet Management Service, Track Plus shall install the Equipment in the Fleet (Truck, Trailer, oil Tanker etc) of the

Client, effecting modifications to the motor vehicle as deemed expedient by Tracking World, and then ensure that the same is in working order.

8.2.1 The Equipment shall transmit active data to the Tracking World Servers and Tracking World shall collate this data and provide the client with a report at the price determined by Tracking World at the end of the day or at any other period that is agreeable to Tracking World.

8.3 With respect to Vehicle Tracking Services, Tracking World, shall install the Equipment in the motor vehicle of the Client, effecting modification to the motor vehicles deemed expedient by Tracking World, and ensure that the same in the working order.

8.3.1 While the motor vehicle is in the Network Area, the vehicle shall be electronically monitored. If the motor vehicle attempts to leave the Network Area then the Client has authorized Tracking World to issue electronic instructions to the Equipment, installed in the motor vehicle, to immobilize the motor vehicle and Tracking World may issue electronic instructors to the Equipment

to immobilize the motor vehicle unless instructions to the contrary are validly received by Tracking World from the Client prior to the motor vehicle leaving the Network Area. Tracking World will not be held responsible for any loss, accident, delay and disorder occur due to immobilization of vehicle.

8.3.2 While the motor vehicle is within the Network Area, a Client may telephonically instruct Tracking world to issue electronic instruction to the Equipment installed in the motor vehicle, to immobilize the motor vehicle, upon providing Track Plus with the accurate authentication codes. Tracking World will only immobilize a vehicle if it is stolen/snatched or in cases of kidnapping/commission of a crime at the request of the Client, after it has been duly informed to the Law. Enforcement Agencies Tracking World may not shut the vehicle off in any order circumstances at the request of the Client.

8.3.3 While the motor vehicle is within the Network Area, if the signal from the motor vehicle to Tracking world is disrupted Tracking world shall attempt to contract the Client a the telephone number provided to the Tracking World. If Tracking World is unable to contact with the Client within reasonable time to the signals being disrupted and/or the alarm being activated, or the Client does not himself inform Tracking World there beings a false alarm. Tracking World may inform the law enforcement agencies of there being a vehicle miss appropriation and provide the law enforcement agencies with the particulars of the motor vehicle, so that the law enforcement agencies may initiate remedial measures. It is hereby agreed that Tracking World will help client for notifying the authorities and does not promise, represent and/or guarantee that any person/authority so notified will respond to the call.

8.3.4 Clients should pre-inform Tracking World regarding their movement in No-go area. This can be done by Client before starting their journey or even on their way to such an area. In the event that Tracking World has no such information and on its learning that the vehicle is found playing within No-go area, the process to shut off the engine may be initiated. By pre-informing Tracking World, the Client will not only save itself and its family inconvenience, but will also ensure their security and safety. but will also not be charged for any such additional services.

8.3.5 If at any point, a Client finds the LAN not responding, it might be due to a nonfunctional line. The Client should disconnect and redial as Tracking World has hunting/jumping lines and one line in the middle disrupts the entire flow. It the problem still persists, the Client can call in any of the emergency numbers communicated in the security briefing or during customer calls.

8.3.5 The Client understand that the authorities may levy a fine and/or charge or any false alarm or signal or signal which summons an emergency service and the Client agrees to assume all responsibility or any alarm or signal and to pay related fines, levies, and charges. The Client hereby releases Tracking World and Tracking World agents, contractors and/or employees from any such responsibility and/or liability.

8.3.6 If in the sole discretion of Tracking World, it is determined that the Client is generating and excessive number of false alarms and/or signals. Tracking World may charge the Client a surcharge for processing such false alarms and signals.

8.3.7 If the Client required discontinuation of the immobilization function of the Vehicle Tracking System temporarily or permanently, then notice of the same all shall have to be given to Tracking World at least one business day prior to the time when the Client desires such instructions to take effect.

8.3.8 If at any point of time, the Client sells the vehicle or changes the users to Track Plus, then it is essential that the security/customer services department at Tracking World be informed immediately, This is vital in order for Tracking World to serve its clients security needs. The Client should obtain the Transfer of Ownership/New Detail Form from the said department in order to avoid any inconvenience. Tracking World will not entertain any requests from unauthorized persons.

8.4 Tracking World does not guarantee recovery of any vehicle under any circumstances, However, Tracking World assures that in the unfortunate event that a vehicle gets stolen/snatched, Tracking World will extend their most sincere and state-of-the-Art efforts toward its recovery assistance by providing the last or latest vehicle position to the customer or authorized person. Tracking World not only helps to prevent theft/ snatching of the vehicle, but it is essentially a vehicle management and family safety system protecting help its clients on a daily basis from road harassment, liaison medical emergency and providing assistance in case of kidnapping or accidents or reaching out to their loved ones(in case of emergencies). If a vehicle is not recovered due to deficiency on the part of Tracking World, the client would be compensated with free replacement of a Track Plus unit excluding Taxes and other Govt. Levies.

8.5 Tracking World will not take any responsibility for vehicle location or recovery assistance if any VTS malfunctioning equipment e.g., signal jammer or identical devices will be used willfully or by chance by customer or anybody.

9.Exclusios:

9.1 Tracking World shall use its best endeavors to ensure continuous provisions of the Services to the Client but shall but be liable and/or responsible in any manner for any cessation that many occur in the provision of services to the Client.

9.2 Save for willful misconduct and gross negligence on the part of Tracking World, Tracking World shall not be held liable and/or responsible for any loss, damage detriment and/or harm that may be occasioned by the Client due to the cessation of Service, and/or pursuant, connected, related and/or ancillary o having entered into this Agreement.

9.3 The Services that are being provided to the Client are dependent upon the cellular mobile telecommunication service that are to be provided to Tracking World Tracking World shall not be held liable and/or responsible for any loss, damage, detriment and/or harm that may be occasioned by the Client due to the cessation of the cellular mobile telecommunication services to Tracking World.

9.4 Tracking World is licensed by the Government for the provision of the services Tracking World shall not be held liable and/or responsible for any loss, damage, determent and/or harm that may be occasioned by the Client due to the temporary or permanent revocation of the license, for the provision of the services, by the Government.

9.5 Tracking World shall not be responsible for the performance of any acts, other than those stipulated in this agreement.

9.6 Tracking World shall not be liable for the Equipment not performance as required event after the requisite instructions have been issued by Tracking World.

9.7 Tracking World shall not be liable for any action, claim, loss damage and/or detriment that is occasioned by the Client as result of immobilization of the motor vehicle and/or anything related, connected, pursuant and/or ancillary there to.

9.8 Tracking World Shall not be responsible for the recovery of any motor vehicle that is misappropriated despite being protected by the service contemplated herein, and no loss, action, claim and/or detriment shall be claimed against Tracking World in this regard.

9.9 Tracking World shall not be held responsible for any voice use that is made of the cellular mobile telecommunications apparatus installed in motor vehicles, and/or anything connected there to. It Tracking World is informed by the provider of the cellular mobile communications apparatus installed the service forthwith without any notice to the Client any charges to the voice of Tracking World, then Tracking World shall have the right to terminate the Services forthwith without any notice The charges shall be payable by the Client to Tracking World within three days of the same having been demanded by Tracking World.

9.10 The obligations to Tracking World towards the Customer under this Agreement shall be held in abeyance during the period that the Equipment is not in working order.

9.11 Tracing World shall not be liable/responsible for the provision of services or anything related, connected, pursuant, and/or ancillary thereto if Tracking World is not informed by the Client of having divested itself of the ownership/possession/control of the motor vehicle and Tracking World would stand discharged of its obligations under this Agreement and/or anything related, connected, pursuant and/or ancillary thereto.

10. Payment/Charges:

10.1 Payment of all amounts due in terms of this Agreement shall be made by the Client to Tracking World by way of a Debit or Stop Order on the Client's bank account, in the form and substance prescribed in schedule-1 of this Agreement, unless Tracking World and the Client agree to an alternative method of payment. The Client hereby authorizes Tracking World to do all such things and sign all such documents as may be necessary to give effect to the debit order.

10.2 The Service Charge is exclusive of the Applicable Taxes, which shall be invoiced along with the service Charges but under separated head/s.

10.3 All Invoices issued by Tracking World must be paid in full within the due date mentioned on the invoice. If the Payment is not received within the due date, late fee shall be charged at the rate of Rs. 2000/- per month.

10.4 Notwithstanding anything contained in clause 4.3 above, if payments, due to be made to Tracking World are not made within the stipulated time as advised by Tracking World to Client or within one month from the date of issuance of invoice, whichever is later, Tracking World is hereby authorized to;

10.4.1 Terminate this Agreement and discontinue the provision of any and all service to the Client; and/or.

10.4.2 Immobilize the vehicle, without any prior notice to the Customer, till the full and final payment is received

by Tracking Worlds to its entire satisfaction Nothing herein above contained shall prejudice Track plus's right to avail any other remedy available to it under the law for recovery of outstanding amount.

10.4.3 Invoice any additional service rendered e.g. Entry into no-go-area as without intention, false a lamia etc., at its own discretion, to the Client.

10.5 Tracking World shall not be responsible for any actions, claims, loss, damaged and/or detriment that is occasioned by the Client as a result of a action taken in accordance with clause 4.4 above.

11. Breach

Should either party fail to comply with any term of this Agreement and fail to remedy such breach within a period of 14 (fourteen) days after receiving written notice to remedy such breach, then the party serving such notice shall entitled, without prejudice to apply other remedy it may have in law, to elect to cancel this Agreement.

12. General

The parties further specifically agree that this Agreement shall be the sole agreement governing them in respect of the service and equipment and hereby specifically agree that Agreement shall supersede any other agreement offer. Undertaking, utterance or Statement made staff, prior to the commencement of this Agreement.

12.2 The Client shall not have the right assign or otherwise transfer its right or obligations under this Agreement.

12.3 No alternation, variation or additions hereto shall be or any force of affect unless reduced to writing, suitable identified such by specific reference to this.

12.4 No indulgence, leniency or extension of time granted by either party to the other shall in any way prejudice the guarantor in terms of its form subsequently exercising any or all of its rights in terms of this Agreement.

12.5 Tracking World shall have no liability whatsoever, other than set out in this Agreement whether in contract or otherwise, in respect of the service and/or Equipment by the Client, nor shall tracking World be liable to the Client or any other person for any injury, loss or damage whatsoever, whether consequential or otherwise, arising from the sue by the Client of the Equipment.

12.6 The Client shall be liable to pay all taxes, levies duties, fees including but not limited to sales tax, withholding tax, excise duty presently applicable or made applicable or levied in future by any Central or Provincial Government on any other competent authority in respect of the Equipment and service provided herein or any services in relation to any transaction or activity hereunder.,

13. Notice:

Each of the parties chooses its format for the purpose of giving any notice, the serving of any process and for any other purposes arising from the Agreement at their respective ser forth hereunder.'

13.2 Any notice given and any payment made by a party to the other ("the addressee") which:

13.2.1 Is delivered by hand during the normal business hours of the addressee that the address's format shall for time being be presumed, until the contrary is proved by the addressee, to have been received by the addressee, at the time of delivery.

13.2.2 Is posted by prepaid registered post from an address within Pakistan to the addressee at the address's format for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.

13.3 Where in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex or facsimile communications by telex or facsimile shall, unless the contrary is proved by the address, be deemed to have been received by the addressee one hour after the time of

I fully understand that installing Tracking World does in no way guarantee 100% safety and security of the vehicle, nor does it hold Tracking World liable as clearly identified in the Terms and conditions above, which I am in full agreement with