

RED SKY TELEMATICS LTD TERMS AND CONDITIONS

1. DEFINITIONS

In this document the following words shall have the following meanings:

AGREEMENT means the Conditions, an Order Acknowledgement and the relative Purchase Order for Goods and if there shall be any inconsistency between the documents comprising an Agreement, they shall have precedence in the order herein listed; **BUYER** means the organisation or person with whom an Agreement is made by the Seller, whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such organisation or person;

CONDITIONS means these terms and conditions; means the articles or things or any of them described in an Agreement including, without limitation, raw materials, processed materials or fabricated products; **INTELLECTUAL PROPERTY RIGHTS** means patents, registered designs, trade marks and service marks (whether registered or not), domain names, copyright, database rights, moral rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, goodwill and in applications for protection of the above rights; **ORDER ACKNOWLEDGEMENT** is the Seller's acknowledgement of a Purchase Order for Goods confirming acceptance of that Purchase Order;

PARTIES means the Buyer and the Seller

PURCHASE ORDER shall mean an order for the purchase of Goods submitted to the Seller by the Buyer **SELLER** means Red Sky Telematics

2. GENERAL

2.1. All contracts for the sale of products or services made by Red Sky Telematics Ltd 'Red Sky Telematics' (registered in England and Wales no. 7976567) are deemed to include these Terms and Conditions of Sale (the Terms), which shall prevail over any other document or communication between the parties unless otherwise agreed in writing. For the purposes of this document the term product shall include vehicle tracking systems and terminals, antennae, cables and any ancillary equipment and accessories, the term services shall include delivery, installation, repair and replacement of Products and the provision of data, reports and other information by any medium, the term SIM Card shall mean any subscriber identity module used in any of the Products, and the term Customer shall mean any company, partnership, association or individual entering into a contract for the purchase or rent of Products or Services from Red Sky Telematics. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Each of the parties agrees that these Terms represent the entire agreement between them. Any notice to be given in respect of these Terms by either of the parties shall be in writing, and delivered to the registered office or principal place of business of the other.

2.2. The Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer, whether in the negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been agreed by the Seller in writing.

2.3. Any variation to the Conditions (including any special terms and conditions agreed between the Parties) shall be inapplicable unless agreed in writing by and signed by a director on behalf of the Seller.

3. ORDERS

3.1. Unless verbal or telephone Purchase Orders and any variations to Purchase Orders are confirmed in writing by the Buyer the Seller shall not be responsible for errors or subsequent misunderstandings.

3.2. Notwithstanding that the Seller may have given a detailed quotation no Purchase Order shall be binding on the Seller unless and until it has been accepted in writing by the Seller by means of an Order Acknowledgement.

4. PRICE AND PAYMENT

4.1. All prices estimated, quoted or invoiced are in Sterling (UK Pounds)

4.2. The price of the Goods will be the price stated in the Order Acknowledgement, being, unless otherwise stated by the Seller, the list price of the Company current at the date of the Order Acknowledgement. The Seller's prices are subject to adjustment to take account of any variation in the Seller's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Seller's quotation or (if no quotation is issued) the Purchase Order. The Seller accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted or the Purchase Order is submitted (as applicable). The invoice so adjusted shall be payable as if the price set out therein were the original Agreement price.

4.3. The price is exclusive of VAT, which will be charged at the appropriate rate. The price is also exclusive of transport, packaging, insurance and any other applicable duties or taxes, unless otherwise explicitly agreed.

4.4. Prices are only valid if expressed in writing by Red Sky Telematics and only for the quantity of Products and time period stated in its quotation or order confirmation. If not stated, the validity period is 30 days. Unless otherwise stated on Red Sky Telematics's order confirmation or invoice, payment of all invoiced amounts shall be made within 30 days of the date of invoice or before any due date for payment shown on the invoice.

4.5. If the Customer agrees to lease or hire the Products from a third party such as a finance company, it is the Customer's responsibility to ensure that all lease or hire agreements, payment guarantees, acceptance notes and initial payments are completed satisfactorily within 7 days of delivery. If the Customer fails to comply with this requirement or the 3rd party fails to pay Red Sky Telematics within 30 days from delivery then Red Sky Telematics shall invoice the Customer directly for the Products at its published prices and such invoice shall be payable by the Customer within 7 days. All invoices of the Seller shall unless otherwise agreed in writing by the Seller be paid by the Buyer within 30 days of the date of the Seller's invoice without deduction or withholding and free of set off or counterclaim. Time for payment shall be of the essence of an Agreement. The Seller shall be entitled to render an invoice for the Goods sold under an Agreement as soon as the Seller has provided an Order Acknowledgement.

4.6. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment at the rate of 4.00% per annum above the base rate of Barclays Bank Plc.

4.7. If the payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- 4.7.1. require payment in advance of delivery in relation to any Goods not previously delivered;
- 4.7.2. refuse to make delivery of any undelivered Goods whether ordered under the Agreement or not and without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;
- 4.7.3. Terminate the Agreement.

5. SPECIFICATION OF GOODS

5.1. No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Seller and no representation written or oral, correspondence or statement shall form part of any Agreement.

5.2. Goods described in the Seller's literature or elsewhere are subject to a continuing process of technical change and development and the Seller therefore reserves the right to alter specifications without notice at any time before delivery. All descriptions, illustrations, specifications and dimensions are approximate and are only intended to present a general guideline as to the type of Goods represented thereby. It is therefore agreed by the Buyer that Goods supplied may not comply in all respects with the description in the Seller's literature or elsewhere.

6. DELIVERY

6.1. The date of delivery specified by the Seller is an estimate only given in good faith. All risk in the Goods shall pass to the Buyer on delivery, such that the Buyer shall be liable for any subsequent loss or damage to Goods however caused. The Seller undertakes to use reasonable endeavours to despatch the Goods on the agreed date, but does not guarantee to do so. Time of delivery shall not be the essence of the Agreement, unless expressly agreed in writing by the Seller. Goods are delivered by carriers over whom the Seller has no control and therefore the Seller shall not be liable for any loss, damage or expense suffered by the Buyer or any other party by reason of any alleged delay in delivery.

6.2. Goods collected by the Buyer from the Seller's premises shall be deemed to be delivered and risk shall pass to the Buyer when they have been loaded on to the Buyer's vehicle or are otherwise in the Buyer's possession.

6.3. Goods transported by the Seller shall be deemed to be delivered when they are ready to be unloaded at the site specified by the Buyer.

6.4. When delivery is refused by the Buyer or is delayed, suspended or made by instalments at the request of the Buyer, risk in the Goods (or any of them not delivered in these circumstances) shall pass to the Buyer immediately upon such refusal or request by the Buyer and (without prejudice to the generality of the foregoing) the Seller shall place such Goods into store and the cost of storage and insurance of such Goods and of any attempted delivery of such Goods shall be for the Buyer's account.

6.5. Red Sky Telematics shall not be liable for any loss or damage resulting from late delivery or from its failure to respect an appointment for installation. If the Customer delays the installation of any Products beyond 30 days from the date of the first Product installation for that order, Red Sky Telematics shall be entitled to deliver the remaining Products to the Customer's delivery address and the order shall be deemed to be complete.

6.6. In the event that installation is carried out by the Customer or a person appointed by the Customer, Red Sky Telematics shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to follow Red Sky Telematics's written instructions in installing the Products.

6.7. The Buyer agrees that Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Seller.

6.8. No liability for non-delivery loss of or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Agreement will attach to the Seller unless claims to that effect are notified in writing by the Buyer to the Seller: (a) within 7 days of delivery for loss damage or non-compliance with the Agreement or (b) for non-delivery within 10 days of the delivery date specified by the Seller. If the Buyer fails to give such notice the Goods shall be deemed to be in all respects in accordance with the Agreement and, without prejudice to earlier acceptance by the Buyer, the Buyer shall be bound to accept and pay for the same accordingly.

6.9. In the event of a valid claim for non-delivery loss damage or non-compliance with the Agreement the Seller undertakes at its option either to repair or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery loss damage or non-compliance.

6.10. If forwarding instructions are not received within 5 days, or 14 days for export orders, of the Seller's advice to the Buyer that Goods are ready for despatch, the Seller shall be entitled to make an appropriate storage charge from the date of such advice.

7. DELIVERY INSTALLATION AND RISK

7.1. We will use reasonable endeavours to meet any dates or times specified or requested for delivery and installation of the Products and the performance of the Services, but all such dates and times are estimates only and we will not be liable for any damage or loss suffered by you as a result of such dates or times not being met.

7.2. We reserve the right to make deliveries in instalments. Delay or other default by us in relation to a particular instalment will not relieve you of your obligation to accept delivery of and pay for other instalments.

7.3. The products will be delivered to and installed at your delivery address as set out on the order form.

7.4. All risk in the product will pass to you at the time of delivery or, if you wrongfully fail to take delivery of the products at the time when we tender delivery of them

7.5. If you do not accept delivery of the products, fail to give us adequate delivery instructions or delay or prevent us from delivering or installing the products, then without prejudice to any other right or remedy available to us: 7.5.1. We may on written notice to you, charge a reasonable sum in respect of any additional expenses incurred by us; and

7.5.2. You will be deemed to have repudiated this agreement and we may terminate it in accordance with these conditions

7.6. You will ensure full and convenient access to us to the installation address and to all vehicles at all reasonable times so that we can carry out our obligations under this agreement. You will be responsible for: 7.6.1. Obtaining all necessary for the installation and use of the Products in any premises and/or vehicles; and 7.6.2. Providing a suitable and safe environment for our personnel.

7.7. We will observe your reasonable site regulations previously advised to us in writing

7.8. We will normally carry out work during usual working hours but may, on reasonable notice, require you to provide access at other times. At your request we may agree, exceptionally, to work outside usual work working hours. You will pay our reasonable charges for complying with such a request.

7.9. When installing the self-install OBD II unit please make sure the device is securely fitted so it does not interfere with the vehicle operating controls, such as foot pedals, or the drivers feet. Interference with the vehicles operating controls or feet can result in an accident, which could result in injury or death. Red Sky Telematics accepts no liability or responsibility for the installation of the self-install OBD II device.

8. TITLE

8.1. In spite of delivery having been made, property in the Goods shall not pass from the Seller until the Buyer has paid the price of all the Goods under the Agreement and no other sums are due from the Buyer to the Seller.

8.2. Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods and each of them on a fiduciary basis as a custodian/bailee for the Seller. The Buyer shall store the Goods separately from all other Goods in its possession and marked in such a way that they are clearly identified as the property of the Seller. The Buyer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods. The Buyer shall maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

8.3. Title in Products purchased by the Customer passes upon full payment and until then the Customer must insure and store the products separately and maintain them in good order. Title in Products rented by the Customer shall remain vested in Red Sky Telematics and these Products must be returned to Red Sky Telematics at the expense of the Customer in good order at the end of such rental. Title in the SIM Card shall remain vested in Red Sky Telematics, or its provider of SIM Cards, in all circumstances Risk in the Products passes to the Customer upon their delivery to the Customer's designated delivery address, regardless of whether installation has been completed or not.

9. INTERNET AND BUREAU BASED SERVICES

9.1. The Internet and Bureau services are only available to you as follows:

- 9.1.1. unless you are otherwise notified by us in writing. Bureau services are only available to you within the UK;
- 9.1.2. unless you are otherwise notified by us in writing. Internet services will be available to you to street level and/or to mapping level at such locations we decide at our absolute discretion;
- 9.1.3. when the equipment is switched on and, when it incorporates a cellular transceiver and activated cellular services, is within the operating range of provider of cellular service to such system;
- 9.1.4. subject to transmission limitations caused by atmospheric or topographical conditions, busy cells, limitations in the cellular infrastructure and any other similar conditions outside our control;
- 9.1.5. subject to limitations based on the electrical system design and structure of the object to which the equipment is attached;
- 9.1.6. subject to refusal, interruption or curtailment due to government regulations or orders due to system capacity limitation of equipment modifications, upgrades, relocations, repair and similar activities necessary or appropriate for the provision of the Internet and Bureau based Services;
- 9.1.7. subject to unavailability while the battery to which any equipment is connected is discharged or disconnected or if any of the equipment is damaged;
- 9.1.8. you accept that some of the services rely on GPS and that the provision of Services is dependent upon the provision of normal uninterrupted satellite and land telecommunication services, mobile telephone services, power supplies and equipment which may be owned, controlled or operated by third parties or which may be subject to statutory control or which may operate under government granted licenses or permits. Accordingly, the level of quality of the services at any time may be impaired, interrupted or suspended by any act or omission of the US Department of Defence or other authority or regulatory body which may now or later have responsibility for/or control over any aspect of the delivery of part of such services;
- 9.1.9. subject to any other GPS limitations that may impair our ability to determine precisely the equipments location.

9.2. You acknowledge and agree the provision of the Internet and Bureau based services depends on the proper provision and/or maintenance of the equipment that may be installed and/or maintained by third parties.

9.3. The internet Services depend upon the availability of the systems and , by their nature, may from time to time be adversely affected by physical features e.g. buildings, underpasses, atmospheric conditions, topography and other causes of interference and may fail or require maintenance from the relevant systems provider without notice.

9.4. You acknowledge and agree that where applicable:

9.4.1. we use local and long distance telephone lines and cellular systems to transmit alarm signals to our monitoring facility and to notify the appropriate emergency agency or other person in the event of an alarm signal, and neither we nor any associated company have any control over or responsibility or liability in connection with disruptions in those telephone lines or cellular systems;

9.4.2. we will not send any of our personnel to any relevant location in response to any signal or call received;

9.4.3. we are only responsible for trying to notify by telephone the appropriate emergency services or other person named in any emergency notification form;

9.4.4. we do not represent or promise that anyone telephoned by us will respond to our call and you irrevocably release us and associated companies from any of the responsibility and/or liability for any failure or delay in responding.

9.5. You authorize us to deactivate the Internet and Bureau based services temporarily for nuisance or safety reasons.

9.6. You must comply with any reasonable instructions issued by us which concern your use of the services and/pr equipment and/or connected matters.

9.7. You must advise us immediately by telephone in the event of loss or theft of the equipment or the SIM card or if the SIM card is damaged. You acknowledge and agree to indemnify us of any airtime or other charges that we may incur in the event that the equipment and/or SIM card is stolen and we are not notified immediately.

9.8. We may suspend availability of all or any Internet Bureau based services or disconnect any products if:

9.8.1. you fail to comply with any of the terms of this agreement (including failure or delay in payment) until the breach (if capable of remedy) is remedied; or

9.8.2. you do (or allow to be done) anything which is in our reasonable opinion may in any way adversely affect the quality, function, operation of performance of any Internet and Bureau based services to you or any other customer; or

9.8.3. the use of the internet and Bureau based services by any person may constitute a violation of infringement of any third party right or of any statutory duty or any obligation in contract, tort or otherwise; or

9.8.4. you fail to meet our reasonable requirements as to credit-worthiness or if we reasonably believe that you have entered into this agreement fraudulently or that any Internet or Bureau based services are being used for criminal, unlawful or inappropriate activities by you or any other person.

9.8.5. Any exercise by us of this right of suspension or disconnection will not affect your obligation to pay the charges due for the period of suspension or disconnection or our right subsequently to terminate this agreement.

10. BUYER'S OBLIGATIONS

10.1. The Buyer shall provide the Seller with any information reasonably required by the Seller as well as obtain all necessary permissions and consents including (without prejudice to the generality of the foregoing) promptly obtaining all necessary import licences, clearances and other consents necessary for the purchase of the Goods.

10.2. Without prejudice to any other rights to which the Seller may be entitled, in the event that the Buyer unlawfully terminates or cancels the Agreement, the Buyer shall be required to pay to the Seller, as agreed damages and not as a penalty, the full amount of any third party costs to which the Seller has committed and in respect of cancellations on less than 10 days' written notice the full price of the Goods as set out in the Agreement, and the Buyer agrees this is a genuine pre-estimate of the Seller's losses in such a case.

11. ALTERATIONS TO THE AGREEMENT

11.1. The Parties may, at any time, mutually agree upon variations to the Agreement. Any alterations in the scope of Goods to be provided under the Agreement shall be set out in a revised Order Acknowledgement, which shall reflect the changed Goods and price and all other terms agreed between the Parties.

11.2. The Buyer may at any time within 14 days of the Order Acknowledgement request in writing alterations to the Agreement. On receipt of the request for alterations, the Seller shall, within 5 days, or such other period as may be agreed between the Parties, advise the Buyer by notice in writing whether it is prepared to alter the Agreement in accordance with the Buyer's request and, if it is, the basis upon which it is prepared to do so having regard to the changes which the Seller would require to the price and any other terms previously agreed between the Parties ("an alteration notice").

11.3. The Buyer shall, within 5 days of receipt of an alteration notice, or such other period as may be agreed between the Parties, advise the Seller by notice in writing whether or not it wishes the Agreement to be altered on the basis set out in the alteration notice. If such a notice is given by the Buyer, the terms of the altered Agreement shall be set out in a revised Order Acknowledgement.

12. WARRANTY

12.1. The Agreement shall not constitute a sale by description or sample

12.2. Red Sky Telematics guarantees to the Customer that the Products purchased will be free from defects for a period of 12 months from delivery unless otherwise stated on the order confirmation. Should the Products be defective within this period, Red Sky Telematics will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new.

12.3. In the case of Products rented from Red Sky Telematics this guarantee will continue for the duration of the Product rental.

12.4. Red Sky Telematics does not warrant that the Products are fit for any particular purpose, nor that the Services will be without disruption, nor that any reports, data or information provided as part of the Services will be free from errors, omissions, inaccuracies or nonconformities, and Red Sky Telematics shall have no liability or obligation to the Customer in this respect except as provided hereunder.

12.5. Red Sky Telematics makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services.

12.6. Red Sky Telematics shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage to the Products caused by any party or external force.

12.7. The Seller warrants that it has the right to sell the Goods, but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, any implied term as to quality, fitness for purpose or description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for any specific purpose intended by the Buyer.

12.8. Where the Goods have been manufactured by the Seller and are found under proper use (fair wear and tear excepted) to be defective, the Seller shall repair, or in its sole discretion, replace such defective Goods free of charge within 90 days from the date of delivery, subject to the following conditions:

12.8.1. the Buyer notifying the Seller in writing immediately upon the defect becoming apparent;

12.8.2. the defect being solely due to faulty design, materials or workmanship.

12.9. Any Goods to be so repaired or replaced shall be returned to the Seller at the Buyer's expense.

12.10. Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller shall be passed on to the Buyer to the extent that the Seller is able and subject to the Goods having been accepted and paid for by the Buyer.

12.11. The Seller shall be entitled in its absolute discretion to refund the price of defective Goods in the event that such price has already been paid.

12.12. Defer to your vehicles warranty provisions and owners instructions for guidance on whether any OBD II connector product might void or alter your vehicle's warranty. Red Sky Telematics is not responsible for any costs or expenses associated with vehicle repairs or voided warranties.

13. INDEMNITY

13.1. The Buyer shall indemnify the Seller against all claims, costs and expenses which the Seller may incur and which arise, directly or indirectly, from the Buyer's breach of any of its obligations under the Agreement.

14. LIMITATION OF LIABILITY

14.1. The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

14.1.1. any breach of the Agreement;

14.1.2. any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

14.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement 1

4.2. No liability of any nature shall be incurred or accepted by the Seller in respect of any representation made by the Seller, or on its behalf, to the Buyer, or to any party acting on its behalf, prior to the making of the Agreement, where such representations were made or given in relation to:

14.2.1. the correspondence of the Goods with any description;

14.2.2. the quality of the Goods; or

14.2.3. the fitness of the Goods for any purpose whatsoever.

14.3. No liability of any nature shall be accepted by the Seller to the Buyer in respect of any express term of the Agreement where such term relates in any way to:

14.3.1. the correspondence of the Goods with any description;

14.3.2. the quality of the Goods; or

14.3.3. the fitness of the Goods for any purpose whatsoever.

14.4. Save as expressly provided in the Agreement, all conditions, warranties and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Agreement.

14.5. The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the Agreement price.

14.6. In no event shall the Seller be liable to the Buyer for any loss of business, loss of opportunity, loss of profits, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of contract, loss of use, loss or corruption of data or information or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses whatsoever (howsoever caused) which arise out of or in connection with the Agreement. This shall apply even where such a loss was reasonably foreseeable or the Seller had been made aware of the possibility of the Buyer incurring such a loss.

14.7. Nothing in the Agreement shall exclude or limit the Seller's liability for death or personal injury resulting from the Seller's negligence or that of its employees, agents or sub-contractors.

15. TERMINATION

15.1. The Seller may, by written notice, terminate the Agreement immediately if the Buyer is in breach of any of the terms of the Agreement, which, if capable of remedy, is not remedied within 30 days of a notice served by the Seller requiring such breach to be remedied. Failure to pay any sums due is a breach of the terms of the Agreement which is not capable of remedy.

15.2. The Agreement shall be terminated if an order is made for bankruptcy of the Buyer or an effective resolution is passed for the winding-up of the Buyer or the Buyer makes a composition with creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the Buyer.

15.3. The Agreement shall be terminated if either party ceases to carry on its business or substantially the whole of its business or where either party is declared insolvent.

15.4. Termination of the Agreement shall not affect any rights or obligations of the Parties arising prior to such termination.

15.5. On PAYG and Rental termination of this agreement can be made in writing giving 30 days notice once the minimum terms of 3 months or 90 days has elapsed.

15.6. Payment models with the exception of PAYG and Rental (see 15.5) carry a 90 day notice period which must be given in writing and acknowledged.

15.7. Following termination of the agreement the device hardware must be returned to Red Sky Telematics in working order, failure to return the hardware will result in a charge of £150 per unit sold. This is not applicable to customers who have purchased outright.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. The specification and design of the Goods and all Intellectual Property Rights therein shall as between the Parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by the Seller or to the order of the Buyer then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party and the Buyer shall indemnify the Seller against all claims, costs, damages and expenses which the Seller may incur and which arise, directly or indirectly, from the Buyer's breach of such warranty.

16.2. Red Sky Telematics retains all Red Sky Telematics-owned Intellectual Property in the Products and Services. Copyright and all other intellectual property rights subsisting in the database accessible via the Services and each every piece of information provided through the Services 'the Information' is owned by Red Sky Telematics or the providers of such information.

16.3. The Customer may use Information retrieved from the Services only for his own purposes which means that the Customer may not sell, resell, retransmit or otherwise make the Information available from the Services available in any manner or on any medium to any third party unless the Customer has obtained Red Sky Telematics' prior written consent.

17. SIM CARDS

17.1. The Customer shall not remove, or permit or allow others to remove, any SIM Card from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards.

17.2. In the event that Red Sky Telematics has reasonable grounds to believe that the Customer may be in breach of the provisions of this clause, Red Sky Telematics may, at its sole discretion, discontinue the provision of Services to the Customer on any one or all of the Products supplied to the Customer.

18. FORCE MAJEURE

18.1. The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled in these circumstances to delay or cancel delivery or to reduce the amount delivered.

19. CONFIDENTIALITY

19.1. Both Red Sky Telematics and the Customer must treat all information received from the other marked 'Confidential', or which is reasonably obvious to be confidential, as it would treat its own confidential information. Information that is to be considered confidential may include, but not be limited to: business plans, lists of customers, operational and technical data and product plans.

19.2. The provisions of this clause shall survive the termination of any contract between The Customer and Red Sky Telematics by three years.

20. ASSIGNMENT

20.1. The Buyer shall not be entitled to assign an Agreement or any part of it without the prior written consent of the Seller.

20.2. The Seller may assign an Agreement or any part of it to any person, firm or company.

21. WAIVER

21.1. The failure by either party to enforce, at any time or for any period, any one or more of the terms and conditions of the Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Agreement.

22. SEVERABILITY

22.1. If any term or provision of the Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

23. RIGHTS OF THIRD PARTIES

23.1. The Parties do not intend any part of the Agreement to be enforceable by any person not a party to it, by virtue of the Contracts (Rights of Third Parties) Act 1999.

24. GOVERNING LAW

24.1. The Agreement shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have non-exclusive jurisdiction to hear all disputes arising in connection with the Agreement.