



# ADVANCED TRACKING SYSTEMS

## Quotation

ATS Representative:

Quotation Number:  Date: [ dd/mm/yyyy ]

Product Number:

Number of Units Required:

Data SIM Card Preference:  I have my own SIM Card  I would like a SIM Card supplied

Quoted Price:  + GST

## Lease Calculations (if Required)

Product Number:

Number of Units:

Term of Agreement:  year(s)

Monthly Payment:  + GST

## Security Monitoring Calculations (if Required)

Product Number:

Number of Units:

Term of Agreement:  year(s)

Annual Payment in advance:  + GST

Special Requests:

## Terms and Conditions

Terms and Agreements BETWEEN Advanced Tracking Solutions (ATS) and the 'Customer' as identified in this Application / Agreement.

The definition of the terms:-

"ATS" means Advanced Tracking Solutions Pty Ltd;

"Agreement" means this agreement for the provision of GPS Tracking Devices including Personal and Vehicle Tracking Devices used for the purposes of GPS Tracking, Software Application Services and GPRS Communications;

"Customer" means the Incorporated Company, Business Entity and/or Person/s defined in the Applicant's Details;

"ASP" means the Internet Software Application used for the purposes of GPS Tracking;

"GPS" means Global Positioning System;

"GPRS" means General Packet Radio Service;

"Asset" means any person, vehicle, motorcycle, plant & equipment or other product in which ATS products are installed;

"Tracking Coverage Area" means the coverage area as defined by the Communications Service Provider being Telstra, Optus, A.T.&T, Vodafone or other;

"GPRS Service Provider" means the communications service provider being Telstra, Optus, A.T.&T, Vodafone or other and may vary from time to time;

"GPRS Services" means communications services required for the ATS Products to Transmit information;

"GPRS Bundled Communications" means where ATS sources and directly pays the Service Provider on your behalf for any GPRS Services incurred for the supply of ASP Services, hence facilitating the provision of one monthly account to The Customer by ATS for both ASP Services and GPRS Services;

"Third Party Equipment" means any equipment supplied by a third party to be installed in the Asset which may interfere with the correct operation of the ATS tracking products;

"User Manual" means information being hardcopy or softcopy available from ATS and the ATS Web Site which may be amended from time to time, detailing the correct use of the ATS Products and Services;

"Warranty" means the product is warranted for a period of 12 months against defects in material and workmanship effective from date of purchase.

### Safety and Usage Information

WARNING - Use Only Approved Accessories.

Incompatible accessories may cause serious injuries or damages to your device.

Batteries:

- Only use ATS approved batteries and chargers specially designed for your device.
- Incompatible batteries and chargers may cause serious injuries or damage to your device.
- Never place batteries or devices on fire or in heating devices such as microwave ovens, stoves or radiators. Batteries may explode when overheated.
- Batteries should not be disposed of with other household waste when they reach the end of their life. If batteries are not properly disposed of, these wastes may cause harm to human health and the environment. To prevent the harm, please dispose of or recycle them separately from other waste do as to boost resources recycling and reuse.

### ASP Services

- In return for a Monthly Fee, ATS will provide the ASP services as requested by The Customer, commencing on the date notified to the Customer by ATS.
- Where the ASP Fee is not paid within seven (7) days of the due date outlined on the ATS tax invoice, ATS will have no further obligation or responsibility to provide the ASP Services, and the Customer is obliged to pay any outstanding monies due to ATS within seven (7) days.
- All payments relating to this agreement by The Customer to ATS are to be via Direct Debit of the Customer's Nominated Bank Account. If the direct debit via one means fails, ATS has the right to debit the second means listed in this agreement. At its discretion, ATS may direct debit the full remaining portion of the contract at any time.
- The Customer acknowledges that all Mapping Software remains the property of ATS and the Customer has rights to the use of this software when fees are paid in full and up to date.

### Warranty Period

- Your product is warranted for a period of 12 months against defects in material and workmanship effective from the date of purchase of your purchase.
- If an authorised installer removes and refits the products during the warranty period in a new Asset then the warranty period will continue to run and the date of installation will be the date of installation in the first Asset nominated by the customer.
- ATS warrants that the products supplied in this agreement are free from defects and defaults and fit for the purpose for which they are intended as of the date of installation.
- The ATS Warranty immediately becomes void if the Customer fails to comply with the User Manual operating instructions and information or the customer or any person not authorised by ATS attempts to service, repair, assemble, disassemble, tamper with or remove the ATS products or the Customers Asset has been involved in an accident or materially damaged.
- Please complete and return the warranty card and proof of purchase to ATS, you need to present this information if making a claim under the terms of the ATS warranty.

### Limitation of Liability

- The Customer expressly acknowledges that due to circumstances often beyond the control of ATS, including (but not limited to) software viruses, power failure, electrical or topological interference, equipment malfunction, tampering by unauthorised persons and the actions and omissions by suppliers of telephone services, may not operate as designed.
- The Customer also acknowledges that ATS is not responsible for damages to the ATS Products and ASP Services or their failure to perform, as a result of any defect in the asset, accident, vandalism or other consequence.
- The Customer therefore understands and agrees that ATS will not be responsible for any performance, or failure, of the ASP Services and/or ATS, and any resulting loss of business or profits or other loss or damage whether due to the circumstances envisaged above;

- The Customer acknowledges that regardless of the quality of data obtained by the ATS Products, ASP Services or GPRS Service provider, the customer is liable to pay any agreed charges regardless of operation or use, until a written notice of termination or suspension of Services is received from the Customer.
- The Customer acknowledges that where the GPRS Bundled Communications exceed the agreed monthly allocation of 1GB, ATS may charge the Customer any excess usage fees.
- The Customer must notify ATS where the Customer's Asset is assigned, sold or leased to a third party. Failure to do so will make the customer liable for any outstanding monies plus any deemed administration costs.
- ATS may at any time by written notice terminate this Agreement. The Customer may terminate this agreement by giving at least 30 days written notice to terminate this Agreement. Where the customer is in default or The Customer terminates this Agreement, no entitlement to a refund of ASP fees will be payable. The customer must pay any outstanding fees and charges as detailed or assumed in the agreement for the remaining portion of any Contract Term immediately. Where ATS terminates this agreement the customer must pay any outstanding fees and/or access charges as detailed in the agreement for the remaining portion of the contract term immediately.
- ATS retains the right at all times to accept or refuse an Order.
- ATS will arrange delivery and installation of the requested products as soon as possible following acceptance of the order.

Privacy Issues

- ATS accepts no responsibility for improper use of the equipment and any consequential effects of breaches resulting from the Purchaser / User's failure to use the equipment for the purpose for which it is intended, including any breaches of the Privacy Act, the Crimes Act 1900, the (NSW Workplace Surveillance Act 1998, the Industrial Relations Act 1996 or Legislation, the Passenger Transport Taxi Services) Act 1995, the Common Law and any and all Legislation dealing with Privacy and Surveillance of persons including employees.
- ATS also discloses that the immobilization capacity of the equipment may result in damage, harm and or personal injury to the driver of the vehicle / vessel and its passengers particularly where the immobilization occurs at a significant speed. ATS accepts no liability or responsibility for any resulting damage, harm or personal injury caused or sustained by persons in such circumstances.
- Nothing in these terms shall include, restrict or modify any conditions, warranty or liability implied into this contract by statute. Where to do so would be unlawful or would render any provision of this contract void. Subject to that, all warranties implied by statute in respect of the goods are hereby expressly negated and ATS liability for the goods is limited to any warranties issued in writing by ATS.
- ATS is excluded from any other liability whether under this contract or otherwise to the buyer or any third party for any loss, injury, cost or damage incurred or suffered by reason of the goods, their use, or their design. Whether direct, indirect, special consequential or otherwise and whether or not arising from a negligent act or omission of ATS.

Payments

- Where the Customer pays for ATS Products, ASP Services and or installation thereof by continuing a Direct Debit Authority, the Customer acknowledges that ATS is authorised to deduct all due payments on the dates on which they are required to be made.
- Where the Customer makes payments to ATS by way of credit card instalments or Direct Debit Instalments, the Customer must immediately notify ATS of the loss or theft or expiry of the particular Nominated Bank Account. The Customer must notify in writing of replacement Nominated Bank Account details as soon as practically possible so that continuing payments are not terminated.
- Payment of all ATS Products and ASP Services is due according to the terms and conditions as specified in this Agreement.
- Should the Customer default in any scheduled payments of this Agreement, all monies due under the terms of this agreement will be due and payable immediately.

By acknowledging this agreement with the response YES, the Customer acknowledges that he or she has read, understood and agrees to be bound by the terms and conditions of this agreement.

Type YES – that you agree to abide with the ATS Terms and Conditions