GridSmart SECURE SYSTEM SOLUTIONS

GRIDSMART WARRANTY

Description GridSmart Device Warranty Agreement

This document, which is the property of GRIDSMART Limited, is supplied in confidence and must not be used for any purpose other than that for which it is supplied. It contains proprietary information and may not be wholly or partially reproduced, nor disclosed, without the prior written permission of GRIDSMART Limited.

A device warranty is defined as the "Contract Period" commencing from the date of a device(s) delivery to the customer for the periods as follows:

- 1-year for a "new" device(s) commensurate from the date of delivery for a 1-year contract
- 3-year for a "new" device(s) commensurate from the date of delivery for a 3-year contract
- Hire Period for a "hire" device(s) commensurate from the date of delivery for the defined period of the contract

Once any Product(s) has been collected by you or upon the date and time that the Product(s) have been dispatched to you, all risk of damage to, or loss of, such Product(s) shall pass to you.

On receipt of the device, it is the responsibility of the customer must ensure that the device performs correctly within 5 days of receipt.

GridSmart cannot warranty third-party manufacture supplier component hardware, firmware and software.

If a fault is reported by the customer, our technician(s) will attempt to identify and resolve any issues that have been highlighted, assess the performance and impact of the device.

If a device is assessed as being faulty by our technician(s) and is within a valid warranty period and cannot be repaired, it will be replaced.

Any repaired or replaced device will remain under warranty for the period from the original date of delivery (Contact Period).

GridSmart cannot support or warranty any devices or products that have been physically modified by the customer, or the onboard firmware and / or configuration directly changed by the customer.

Replacement or device upgrades can be obtained from GridSmart at the device cost plus delivery. The replaced device will remain under warranty for the period from the original date of delivery (Contact Period).

GridSmart will not be liable for the loss of any post or parcels sent by a customer that are lost whilst in transit.

GridSmart will not be held liable for the loss or damage of any equipment or persons resultant from the use, or misuse of any devices supplied by GridSmart.

The user is entirely responsible for ensuring compliance with local and international law. You must not use the Services for any improper, immoral, fraudulent or unlawful purposes.

It is your responsibility to ensure that the Location Service is used within the law and that all relevant privacy and data protection legislation is adhered to.

The user is responsible for ensuring that they are fully conversant with the operation of the device and the end user interface. GridSmart will arrange support and training insofar as is practicable at cost to the end user.

The warranty will be deemed void if our technician(s) assess any tracker has been physically

damaged or any component(s) or part(s) affected through external interference, environmental conditions, engineering, soldering, shock, burn, immersion, physical impact, application of incorrect external power connections, or anything deemed to have affected the state of the tracker on delivery. If our technician finds that the device has sustained damage the customer will be liable to charges for repairing the device, parts or replacement.

You accept that Devices and Device Components have a limited life span and may need to be replaced from time to time.

We do not guarantee the lifespan of the SIM Cards. You understand that we will limit our total liability to you for a SIM Card, which has failed to the cost of a replacement SIM Card.

No liability is accepted for: any defect resulting from fair wear and tear; rain, water or other liquid damage; accidental or wilful damage; failure to follow instructions (whether oral or in writing); or misuse or alteration or repair of the Device without GridSmart's approval.

A person who is not a party to this Agreement shall have no rights under or in connection with it.