Delivery, Field Service & Handheld

Cartrack (Pty) Ltd Reg. No. 2001/006063/07
Please sign and return completed form to Cartrack
Email: clientservices@cartrack.co.za

APPLICATION FORM

CARTRACK ACCOUNT DETAILS

Cartrack username		Sales person	
Branch			

CLIENT DETAILS

Company name		Company registration	
Contact person			
Cellphone number		Landline number	
Email address			

MONTH TO MONTH

Product package	State the number of drivers and tick which service you're purchasing.						
	Delivery	R79	Qty		Delivery Plus	R286	Qty
	Field Service	R79	Qty.		Field Service Plus	R286	Qty

36 MONTH CONTRACT

Product package	State the number of drivers and tick which service you're purchasing.						
	Delivery, Handheld	R423	Qty		Delivery Plus, Handheld	R630	Qty
	Field Service, Handheld	R423	Qty		Field Service Plus, Handheld	R630	Qty
	3G Data/ 300 mins	R277	Qty				

CASH OPTION (INCL. VAT)

Product package	Delivery Handheld (Includes accessories: window mount, car charger and cable)	R11 108	Qty

INSURANCE - OPTIONAL

Delivery Handheld Insurance	Premium PM	R40	Qty

The insurance excess is R750 per device per claim.

ACKNOWLEDGMENT BY CLIENT

I agree that Delivery fees will be charged for each active driver in a particular month.

By signing this Delivery, Field Service & Handheld Application form, you accept that you have read, understood and agreed to be bound by the contents, including the Terms and Conditions attached hereto and the terms and conditions of the signed Subscription Agreement, if applicable.

I consent to receiving further marketing material from Cartrack	Yes ☐	No ☐	on the following medium	☐	Email	☐	SMS

I have verified and confirm that all the information is complete and correct.

Name and surname		Authorised signature	
Company designation (if applicable):			
Date			

Date	Initials

1 **Definitions**

1.1 "Agreement" - The agreement concluded between the Client and Cartrack in respect of the Product and/or Service outlined in the Application Form and any additions to such Application Form, which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service (as contained in Cartrack's Product brochures), read together with the Subscriber Application Form and any appendices attached.

1.2 "Business Day" - Any day other than a Saturday, Sunday or official public holiday in South Africa.

1.3 "Cartrack" – Cartrack (Pty) Ltd and any entities appointed by Cartrack to perform the Service and shall include references to the employees, agents, sub-contractors, service providers, suppliers and any independent contractors of Cartrack or such appointed entities.

1.4 "Client" – The Party whose details appear on the Application Form and who has signed after being requested to read these terms and conditions which will govern the relationship between the Parties.

1.5 "Confidential Information"- Information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential.

1.6 "Day; Week; Month" – Calendar day, week or month, respectively.

1.7 "Fee" – The collective fees for providing the Service, either as a month-to-month option or as a 36-month option specified on the Application Form and payable monthly in advance by the Client to Cartrack, together with any other bank or administrative charges incurred by Cartrack under this Agreement.

1.8 "Handheld" – the cellular portable device sold as part of the product package if selected on the Application Form.

1.9 "Insurance Provider" – Cartrack Insurance Agency (Pty) Ltd, a registered Financial Services Provider with FSP number 17266.

1.10 "Product" – Each Service selected by the Client on the Application Form and any additional Products selected and/or added from time to time.

1.11 "The Parties/Party" – Cartrack and the Client; either Cartrack or the Client.

1.12 "Price Table" – An indicative price list, available to the Client on request, setting out the ruling retail price for the Service, the term option amounts, the Products and ancillary charges which may be updated from time to time.

1.13 "Purchase Price" – The amount specified as the Cash Option on the Application Form.

1.14 "Service" – Means the provision by Cartrack to the Client of the service dependent on the Product selected by the Client on the Application Form.

1.15 "Subscriber Application Form" – The separate form and applicable terms and conditions for entering into a Subscriber Agreement with Cartrack, for SVR and/or FM and related services, and any appendices attached thereto.

1.16 "Term" – Where the Client has selected the cash option, from and including the date of each Product installation to 00:00 on the last day of the month; where the Client has selected the 36-month option, from and including the date of each Product installation to 00:00 on the last day of the option period stipulated in the Application Form, which term option period shall be deemed to be 36 (thirty-six) months from installation.

1.17 "Territory" – The Republic of South Africa.

2 **Terms and Conditions**

2.1 This Agreement shall continue for the Term.

2.2 The Client (if the Client is a natural person) may cancel this Agreement in writing or other recorded manner:

2.2.1 upon the expiry of the Term without penalty or charge, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or

2.2.2 at any other time, by giving Cartrack notice of 20 (twenty) Business Days, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 2.4.

2.3 The Client (if the Client is a juristic person) may cancel this Agreement in writing or other recorded manner:

2.3.1 by giving Cartrack notice of 1 (one) month upon expiry of the Term, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or

2.3.2 at any other time, by giving Cartrack notice of 1 (one) month, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 2.4.

2.4 Cartrack will impose a cancellation fee, should the cancellation be before the end of the Term. In this regard, if the Client is a Consumer, as defined by Section 1 of the Consumer Protection Act No 68 of 2008, then the cancellation fee shall be determined by taking into account the cost incurred by Cartrack in the acquisition of the Client, which cost may vary from time to time.

2.5 Should the Client not fall within the definition of a Consumer, then the cancellation fee shall be equal to the value of the remainder of the Client's contract.

2.6 Cartrack may cancel this Agreement 20 (twenty) Business Days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client, unless the Client has rectified the failure within that time.

3 **Renewal**

3.1 On the expiry of the Term, it will automatically be continued on a month-to-month basis, subject to the notice periods in clause 2 and any material changes of which Cartrack has given notice, unless the Client:

3.1.2 Directs Cartrack to terminate the Agreement on the expiry date of the Term in terms of clause 2; or

3.1.3 Agrees to a renewal of the Agreement for a further period.

Date	Initials

4. **Fees**

4.1 The Price Table, as contained in the Product brochures and updated from time to time, will be made available to the Client upon the Client's request.

4.2 The Client shall pay Cartrack the Fee for the Service as set out in the Application Form as revised from time to time as per this clause 4, monthly in advance by debit order on the Client's bank account.

4.3 Cartrack reserves the right to debit on the Client's salary date and/or their preferred debit date, as provided by the Client. In the event that either payment date does not fall on a Business Day, the Client hereby agrees that Cartrack may debit the Client's bank account on the preceding Business Day.

4.4 In the event that the Client's debit order is returned for any reason whatsoever, Cartrack reserves the right to change the date on which debit orders are processed.

4.5 The first Fee and the Purchase Price, if applicable, shall be paid in advance before activation of the Service or delivery of the Product.

4.6 All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by law.

5. **Hardware and Warranty**

5.1. The Client understands and agrees that the Handheld devices are manufactured by a third party and that Cartrack acts exclusively as the supplier. Accordingly, all warranties will be in accordance with the manufacturer's terms set out below:

5.1.1. The Client will be responsible to use the Handheld and the Service in the manner advised by Cartrack. The Client shall not, in any way, alter or tamper with the Handheld.

5.1.2. Subject to the Client complying with clause 5.1, the Handheld carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out by Cartrack and/or the manufacturer, through Cartrack.

5.1.3. All batteries in any Handheld come with a standard 6-month manufacturer warranty.

5.1.4. Replacement units will carry initial warranty and no extended warranty/ from initial purchase date.

5.1.5. During the warranty period the Client shall be responsible for all costs to arrange for the product to be returned to the manufacturer's physical address, once the repair is done – then the repaired Handheld will be returned to the Client free of charge.

5.1.6. The warranty shall be voided by:

5.1.6.1. Physically damaging and/or misusing or abusing the Handheld (Such as a cracked/damaged LCD), liquid damage, repairs and/or product modifications and alterations that have been executed by unauthorised third parties;

5.1.6.2. Modifying the exterior of the Handheld by glueing, pasting or sticking 'decorative' images on the Handheld can void the warranty if such attachments impact the interior mechanics of the Handheld. Such attachments can also influence the strength of your network connectivity on the Handheld;

5.1.6.3. The downloading of illegal software, alteration of the IMEI number on your Handheld, whether it has been deleted, removed or made illegible, or if the internal data of your Handheld doesn't comply with the proof of purchase;

5.1.6.4. Failing to properly follow the installation process and instructions for use, or if you use products or accessories that aren't compatible with your Handheld – such as generic accessories and other contaminated auxiliary Handhelds.

5.2. When any evidence exists that the Handheld was opened in order to access, investigate, repair and/or attempt to repair the Handheld without the knowledge or written consent from Cartrack and/or the manufacturer. The Client understands and agrees that its data could be lost/damaged in the repair process therefore it is the Client's responsibility to ensure all its personal data is backed up before handing over the Handheld to Cartrack and/or the manufacturer.

5.3. All risk of loss and damage in and to the Handheld shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Cartrack until the maturity of the Agreement, unless the Client chose the Cash Option .

6. **Furnishing of Information**

6.1. The Client confirms the completeness and accuracy of all the information on the Application Form or otherwise furnished by or on behalf of the Client to Cartrack.

6.2. The Client shall immediately, or as soon as is practically possible notify Cartrack in writing of any changes to the information on the Application Form from time to time, by written notice to clientservices@cartrack.co.za or by calling 011 250 3000. The information will be updated within 7 (seven) days of receipt by Cartrack.

6.3. The Client has selected the address referred to on the Application Form as its selected legal address where all communications from Cartrack and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, by written notice to clientservices@cartrack.co.za or by calling 011 250 3000. The information will be updated within 7 (seven) days of receipt by Cartrack.

6.4. The Client consents to Cartrack supplying third parties with its personal information to create value propositions for the benefit of the Client, including, but not limited to the Client's name and contact number, or other information as is reasonably required. The Client may revoke this consent at any time on written request to Cartrack.

7. **Disclaimers**

7.1 Cartrack makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the web-based system will be error-free, or 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.

Date	Initials

8. **Warranties and Representations**

8.1. The Client represents and warrants that:

8.1.1. It has the necessary right and authority to enter into this Agreement and is therefore permitted to allow Cartrack to provide the Service herein;

8.1.2. In making such disclosure, the Client hereby indemnifies Cartrack from any claim whatsoever which may arise from any third party/ies against Cartrack in the event that the Client has misrepresented its right and authority.

9. **Exclusion of Liability**

9.1 In addition to any other indemnities contained in this Agreement, Cartrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Cartrack, notwithstanding any negligence on the part of Cartrack, provided only that Cartrack is entitled in law to contract out of such liability. In the event that Cartrack is, despite the provisions of this clause 9, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, Cartrack's liability will be limited to the maximum amount of R50 000 (fifty thousand rand).

10. **General**

10.1. Cartrack will make every reasonable effort to carry out its obligations under this Agreement, using commercially reasonable efforts conforming to generally accepted industry standards. Where Cartrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Cartrack cannot be held responsible for delay or failure in performance in meeting its obligations.

10.2. By entering into this agreement, the client consents to Cartrack processing its personal information.

10.3. In the event that the Client's Services include any data transmitting devices which is streaming data, the Client, hereby appoints Cartrack as its duly authorised agent to instruct the relevant service provider to also stream the data in real-time to the Cartrack platform.

10.4. For the duration of this Agreement and at all times after its termination, each Party and its employees and agents agree not to disclose any Confidential Information obtained from the other Party to any other person or entity.

10.5. Any other services or value-added products included in the Client's package are subject to these terms and conditions, as read together with the terms and conditions of the applicable product. It is the responsibility of the Client to ensure that they familiarise themselves with the relevant terms and conditions from time to time.

10.6. The Delivery Handheld Insurance product is offered by the Insurance Provider and is subject to the terms and conditions of the relevant policy entered into between the Client and the Insurance Provider.

10.7. The Client may not alter the terms of this Agreement without the written consent of Cartrack. Cartrack reserves the right to amend these terms and conditions from time to time. Any new version of the terms and conditions will be displayed on the Cartrack website (www.cartrack.co.za) together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the Client's obligation to visit the Cartrack website on a regular basis in order to determine whether any amendments have been made and the effective date thereof.

10.8. Where any number of days or other period is given in this Agreement for the carrying out of the Service or obligations, the days will be calculated excluding the first day and including the last day.

10.9. In the event of Cartrack taking legal action against the Client for breach of payment under this Agreement, the Client shall be responsible for all costs (on a client and own attorney scale) allowable by the courts if an award is made in Cartrack's favour.

10.10. The nature and amount of any indebtedness of the Client to Cartrack at any time shall be determined and proved by a document signed by a manager of Cartrack, whose capacity or authority it shall not be necessary to prove. Such certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof that the amount stated therein is due and payable, and will prima facie be valid as a liquid document against the Client in any competent court. If the Client wishes to dispute such certificate or the effects thereof, the burden of proof rests on the Client. Neither Party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld. Cartrack will attempt to resolve any dispute quickly and efficiently. The Client may direct any complaint to the Motor Industry Ombudsman of South Africa (MIOSA). Should the Client not be satisfied with the complaint resolution, the Client may take action in a competent court.

10.11. The laws of the Republic of South Africa will apply to this Agreement and the relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.

10.12. The Client undertakes to provide Cartrack with a 30 (thirty) day written notice in the event that the Client no longer wishes to receive correspondence regarding new products and value-added services.

Revision date: September 2026

Date	Initials