



Standard Terms and Conditions for Sale

This document tells you the terms and conditions on which we supply the TRAAKiT monitor and accessories (the “TRAAKiT Product”), and/or services (the “TRAAKiT Services”) to you. Please read these terms and conditions carefully before ordering any TRAAKiT Products or TRAAKiT Services.

You understand that by ordering any of our TRAAKiT Products and/or TRAAKiT Services, you agree to be bound by these terms and conditions of sale (the “Terms of Sale”) and that they will form part of any contract between us and you (a “Contract”).

If you do not accept these terms and conditions, you will not be able to order any TRAAKiT Products or TRAAKiT Services from us.

1 INFORMATION ABOUT US

- 1.1 Radaw Limited (“we”, “us”, “our”) is registered in England and Wales under company number 05444924 and has its registered office at Toggam Farm, Newfen Gravel Drove, Sedge Fen Road, Lakenheath, Suffolk IP27 9LN.
- 1.2 www.traakit.co.uk is a website operated by us (the “Website”).
- 1.3 The Website is designed to provide information about the TRAAKiT range of products and services and, within the password protected areas, to enable registered users to use the TRAAKiT Services they have ordered.

2 SERVICE AVAILABILITY

- 2.1 TRAAKiT Products and TRAAKiT Services are only available to people in the countries listed below. Specifically, we do not accept orders from outside these countries and we will only send SMS text messages to mobile phones registered in these countries:
 - United Kingdom and other countries within the European Union.
- 2.2 Our Website Terms and Conditions of Use are available on the Website and they are expressly incorporated into these Terms of Sale.

3 HOW THE CONTRACT IS FORMED BETWEEN US

- 3.1 The Contract is formed when both parties have agreed the quantities and prices of the TRAAKiT Products and/or the TRAAKiT Services together with any specific agreements relating to your purchase of the TRAAKiT Products and/or TRAAKiT Services that are not covered in these Terms of Sale together with any amendments to these Terms of Sale that we both may have agreed.
- 3.2 You may if you wish place purchase orders to cover your purchase of TRAAKiT Products and/or TRAAKiT Services. However all Contracts for the purchase of TRAAKiT Products and/or TRAAKiT Services are governed by these Terms of Sale to the exclusion of any terms and conditions associated with your purchase orders.

4 DELIVERY

- 4.1 Our delivery charges, if not included in the price of the TRAAKiT Product, will be set out in the Contract.
- 4.2 We shall deliver to the address set out in the Contract. The address should be one where someone will be present to accept receipt during normal business hours.
- 4.3 We will use reasonable endeavours to deliver the TRAAKiT Product to you and, if you have ordered installation services from us, to have them installed to the timescale shown in the Contract but do not guarantee to do so. Any delivery dates quoted are intended as fair estimates only and do not form part of the Contract. We will keep you informed of the progress of your order and the likely delivery date.
- 4.4 The TRAAKiT Product will be at your risk and responsibility from the time of despatch from our stores. If it is lost, or damaged then we will be happy to supply a replacement at our normal charges.

5 OWNERSHIP

- 5.1 Ownership of the TRAAKiT Product will pass to you when we have received payment in full.
- 5.2 The SIM card in your TRAAKiT Product belongs to us at all times but it is your responsibility to keep it safe. At the end of the TRAAKiT Contract we shall deactivate the SIM card.

6 TRAAKIT SERVICES

- 6.1 Our obligations
 - (a) We will provide you with full instructions on how to use your TRAAKiT Product and TRAAKiT Services.
 - (b) We will use reasonable skill and care in providing the TRAAKiT Services but you recognise that all mobile telecommunications equipment is dependent on the availability of the telecommunications network and so there may be periods during which it is unavailable.
 - (c) We will replace free of charge any TRAAKiT Product found to be defective through faulty design or workmanship within a period of 12 months from the original date of delivery. Defects due to misuse or accident are excluded. The process for returning the defective product is contained in our Returns Policy which is available on our Website. The replacement may not necessarily be a new TRAAKiT Product.
 - (d) We will endeavour to answer all queries regarding the TRAAKiT Services through the Website within a reasonable time.
 - (e) We reserve the right to suspend the TRAAKiT Services without liability and without telling you:
 - (i) in order to upgrade or carry out maintenance of the Website;
 - (ii) if you are in breach of the Contract; or
 - (iii) if you notify us that your TRAAKiT Product has been lost.

- (f) We use reasonable endeavours to provide TRAAKiT Services to you at all times. However, we do not guarantee that the TRAAKiT Services will be continuous and fault free. The TRAAKiT Services are only available when there is both GPS and suitable GPRS network coverage. We do not assume any responsibility for loss of network coverage, the unavailability of or inadequate GPS coverage or the inability to locate your TRAAKiT monitor at any time.

6.2 Your obligations

- (a) You will not destroy, deface or obscure any identifying mark on or relating to the TRAAKiT Product or TRAAKiT Services.
- (b) You must not use or allow any other person to use the TRAAKiT Services:
 - (i) in any manner which constitutes an infringement of any third party rights (including Intellectual Property Rights);
 - (ii) to transmit any information or content for the purposes of publicity, promotion and/or advertising without the prior written consent of Radaw;
 - (iii) to send a message or communication which is offensive, abusive, defamatory, obscene, menacing or illegal;
 - (iv) to cause annoyance, inconvenience or needless anxiety to, or breach the rights of any other person;
 - (v) to perform any illegal activity;
 - (vi) to introduce viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or intended to disrupt the TRAAKiT Services or any third party network;
 - (vii) on an aircraft in contravention of any applicable law or civil aviation authority, airline or other rule or regulation
- (c) You must not or allow any other person to modify, open or tamper with the TRAAKiT Product.
- (d) For assets or equipment not owned by you, you must obtain the owner's prior consent before you use or allow any other person to use the TRAAKiT Services to monitor the location of assets or equipment or anything else.
- (e) You may not under any circumstances use or allow any other person to use the TRAAKiT Services to monitor the location of any person without that person's express consent.
- (f) You must notify us immediately at customerservices@traakit.co.uk if your TRAAKiT Product is lost.

6.3 Fair Use Policy

- (a) The price of the TRAAKiT Services allows you up to 3,000 location reports per TRAAKiT Product per month which we

consider is more than enough for you. If, however, you use your TRAAKiT Services in such a way that the number of locations reported to our central server is likely to exceed 3,000 in any month, we shall advise you to reduce your usage and that we reserve the right to impose additional charges for usage in excess of the 3,000 location reports. In the event that you decline to accept such additional charges, we reserve the right to disconnect the TRAAKiT Services once the 3,000 location reports have been made and to reconnect at the start of the next month.

- (b) The price of the TRAAKiT Services allows up to 10 SMS messages per TRAAKiT Product to be sent to you each month. If however, you use your TRAAKiT Services in such a way that the number of SMS messages sent to you exceeds 10 in any month, we shall advise you to reduce your usage and we reserve the right to impose additional charges for usage in excess of the 10 SMS messages. In the event that you decline to accept such additional charges, we reserve the right to disconnect the TRAAKiT Services once the 10 SMS messages have been sent and to reconnect at the start of the next month.

7 PRICE AND PAYMENT

- 7.1 The prices of TRAAKiT Products and TRAAKiT Services are set out in the Contract.
- 7.2 We shall send you an invoice covering the TRAAKiT Products and/or TRAAKiT Services that you have ordered. Unless otherwise agreed in the Contract, invoices for TRAAKiT Products and TRAAKiT Services are to be paid within 14 days from the date of the invoice and invoices for TRAAKiT Services are to be paid within 28 days from the date of invoice.
- 7.3 If any sum is not paid within 30 days after the due date, then without prejudice to any other rights and remedies we may have, we may charge interest on a daily basis at the rate of 8% above Barclays Bank PLC Base Rate from time to time in force, compounded quarterly, from the date for payment of that sum to the date of actual payment.
- 7.4 If any sum is outstanding for more than 60 days, we reserve the right to suspend the TRAAKiT Services until all outstanding sums, including any interest, are paid in full.

8 TERM AND TERMINATION

- 8.1 The Contract and the TRAAKiT Services shall continue for an initial term of 12 months from the date of delivery of the TRAAKiT Product to you (the "Initial Term"). Thereafter, we will continue to supply the TRAAKiT Services at our then current price for TRAAKiT Services on the following basis (the "Renewal Term"):
 - a) where the TRAAKiT Services were priced on an annual basis in the Contract, for a further period of 12 months, or
 - b) where the TRAAKiT Services were priced on a monthly basis, on a month by month basis;
- 8.2 Either of us may end the Contract immediately by writing to the other if the other does not comply with the Contract and does not remedy it within 21 days of being asked in writing to do so.

- 8.3 Either of us may end the Contract immediately by writing to the other if we are unable to provide the TRAAKiT Services to you for more than 30 days.
- 8.4 You may end the Contract by giving thirty days' written notice to us to expire on or any time after the expiry of the Term or the Renewal Term.
- 8.5 On expiry or termination of the Contract:
- (a) we will deactivate your TRAAKiT Services;
 - (b) you will no longer be entitled to use your TRAAKiT Services; and
 - (c) you will have to pay all fees still outstanding.

9 PERSONAL IDENTIFICATION AND PASSWORD

- 9.1 In order to protect your personal details and provide security in using the TRAAKiT Services, you will be supplied with a username and password to enable access to the Website.
- 9.2 It is your responsibility to protect the security of your username and password. A breach of this Contract by anyone to whom you disclose your username and password will be treated as a breach by you.
- 9.3 In the event that your username and/or password becomes known to any unauthorised person you must immediately notify us, so we can change your username and/or password.
- 9.4 You must ensure that any personal information that you provide to us is complete and accurate and you must keep it up to date.

10 LIABILITY

- 10.1 Radaw will not be liable in any way for any increased costs or expenses, loss of profit business contracts revenues or expected savings or any special indirect or consequential damage whatsoever arising out of any provision or use of the TRAAKiT Product or TRAAKiT Services or of any error or defect in either or of the performance non-performance or delayed performance of the TRAAKiT Services by us.
- 10.2 Our total aggregate liability for any loss or damage arising out of, or in connection with use of the TRAAKiT Services will not exceed the actual payment received by us from you for the TRAAKiT Services during the Term or the Renewal Term, as the case may be.
- 10.3 Radaw does not attempt to exclude or limit its liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 10.4 The warranties in this Contract replace and exclude to the extent permitted by law, all other conditions, warranties and representations (express or implied), statutory or otherwise. If you are a consumer, the terms of this Contract will not affect any rights which you may have in law and which cannot be excluded by agreement.

11 INTELLECTUAL PROPERTY

- 11.1 The intellectual property in the TRAAKiT Product and TRAAKiT Services is owned by or licensed to Radaw and are protected by copyright, trademarks, service marks, trade names and other Intellectual Property Rights. Unauthorised use of the TRAAKiT Product or TRAAKiT Services by you or anyone else may violate Radaw's Intellectual Property Rights.
- 11.2 You must not attempt to reverse engineer, decompile or disassemble the TRAAKiT Product or TRAAKiT Services or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify the TRAAKiT Product or TRAAKiT Services or create derivative works of any kind.

12 WRITTEN COMMUNICATIONS

- 12.1 When using our Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13 EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations to provide the TRAAKiT Product or TRAAKiT Services that is caused by events outside our reasonable control.

14 OUR RIGHT TO VARY THE TERMS OF SALE

- 14.1 We reserve the right to revise and amend these Terms of Sale from time to time including to comply with any changes in law or applicable safety requirements.

15 MISCELLANEOUS

- 15.1 These Terms of Sale constitute the entire agreement between us. Any clause in these Terms of Sale that is found to be invalid or unenforceable shall be deemed deleted and the remainder of these terms and conditions shall not be affected by that deletion. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Nothing in these Terms of Sale shall confer on any third party any benefit or the right to enforce any provision of these Terms of Sale.

16 LAW AND JURISDICTION

- 16.1 These Terms of Sale for TRAAKiT Products and TRAAKiT Services will be governed by English law. Any dispute arising from, or related to the sale of our TRAAKiT Services shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.