

Kayo Digital Ltd  
The Innovation Building  
940 Heeley Close  
Sittingbourne  
Kent ME9 8HL

Company Registered No. 07335084

## F1 SmartScanner 30 Day Trial Order Form

**Contact: Richard Dickey on 07779 563 678 or 01634 757 088**

I (the undersigned) agree that this Trial is issued in accordance with the Terms & Conditions shown below. In summary, an invoice will be produced by Kayo for the Products and Services shown, on extended 30-day payment terms. If I do not wish to purchase the Products and Services as shown on this order, then the Product and all accessories will be returned within 30 days of the invoice being issued, to the address shown above.

Description	Qty	Unit price	Total price
TourTrax F1 Android SmartScanner	1	£425.00	£425.00
TTX-Annual Subscription for TourTrax UK Compliance Monitoring Software Service. Pricing is based on per device per year. Included with service: Free technical support. Daily data back-up. 99.7% uptime guarantee. Remote notifications (email alerts for non-compliance). Unlimited (authorized) end-user access to Management Suite. Unlimited automated reports (PDF) by email. Free Upgrades	t	£345.00	£345.00
Data Plan for SIM Data plan for SIM Card usage 1 Year of GPRS Data Access (limited to 100 Mb/month)	1	£85.00	£85.00
CKPT RFID tags w/adhesives 30mm	10	£2.95	£29.50
Droidlock Annual Subscription	1	£149.99	£149.99
Shipping/Handling	1	£40.00	£40.00
Smart Scanner Bundle Discount	1	-£262.00	-£262.00

**Total Ex-VAT: £812.49**

VAT £162.50

**Total Inc-VAT: £974.99**

**Unless expressly stated by Kayo Digital Limited (trading as TourTraxUK) in writing, all quotations are made, and Orders accepted on the following terms and conditions:**

## **1. Definitions**

In this Agreement the following words shall have the meanings set out below:

- i. "Agreement" means the terms of an Order and the terms and conditions set out herein;
- ii. "Order" means a request for Products or Services signed by the Customer and delivered to Kayo;
- iii. "Products" means the equipment supplied to the Customer as stated in the Order;
- iv. "Services" means the ancillary services provided to the Customer by Kayo in connection with the Product as stated in the Order;
- v. "Trial" refers to a period of 30 days where payment will not be chased for the Products and Services provided to the customer by Kayo in the Order

## **2. Purpose and Acceptance**

- 2.1 Each Order and these terms and conditions set out the terms and conditions of business between Kayo and the Customer in respect of the supply of Products or Services. These terms and conditions shall govern the Agreement to the exclusion of any other terms and conditions subject to which the Customer has accepted or purported to have made an Order.
- 2.2 Each Order shall be binding on Kayo only after it indicates its acceptance by sending out a welcome letter to the Customer or commences provision of the Service whichever is earlier, prior to acceptance the Customer agrees that Kayo may carry out such credit checks as it deems necessary.
- 2.3 Any recommendations Kayo makes resulting in changes to the Customer's communications systems will be as a result of consultation with the Customer and based solely upon the information provided to Kayo by the Customer, taking into account Kayo's knowledge of the products and services available in the industry.
- 2.4 For the avoidance of doubt, Kayo does not provide Airtime Services. Kayo is not a party to any such arrangement and has no liability to the Customer in connection with any such agreement.

## **3. Duration**

- 3.1 Each Agreement for Services shall commence on the date specified in the Order (or as otherwise notified to the Customer in writing by Kayo) and shall continue for a minimum period of one year.

## **4. Products and Services Supplied Directly by Kayo**

- 4.1 Kayo shall supply the Products stated in the relevant Order subject to these terms and conditions.
- 4.2 All Products supplied by Kayo come with a 12-month manufacturer's guarantee ("Product Guarantee"), unless otherwise agreed in writing. The Product Guarantee is only valid if the Customer complies with the terms and conditions of Product Guarantee.
- 4.3 Kayo reserves the right to charge the Customer for time and materials used on repairs carried out as a result of improper or incorrect usage of the Product and/or where the Customer has not complied with the terms and conditions of the Product Guarantee.
- 4.4 Except for Bank Holidays and other public holidays, for the purpose of performing repairs and services in connection with the Product the normal working hours shall mean: 9am to 5.30pm Monday to Friday.
- 4.5 Kayo will endeavour to supply or install the Products by the date (if any) specified in the Order. However, Kayo does not guarantee that delivery or installation will be affected by such date and does not accept any liability in respect of late delivery or installation for whatever reason.
- 4.6 Kayo reserves the right to alter specifications or designs at any time. No warranty, statement, or promise of any kind given by Kayo, its employees, agents or contractors shall be binding unless confirmed in writing by Kayo.

## **5. Payment**

- 5.1 Where an Order states that a charge is made for the Product, title to the Product passes to the Customer only upon receipt of payment of the charge in full. Payment will not be sought by Kayo for 30 days from the date of production of an invoice for any products or Services issued on a Trial basis.
- 5.2 Where an Order states that a Product is on a Trial basis, then title in the Product remains with Kayo and the Customer must return the Product to Kayo (which shall include without limitation SIM card, battery, charger, user guide, and any other materials that the Customer received with the Product, together with any accessories supplied by Kayo). If the Customer fails to comply with this Clause 5.2 within 30 days of the date of the invoice issue with the Product Kayo reserves the right in its absolute discretion to...
  - 5.2.1 charge the Customer the full cost of the Product incurred by Kayo at the time of supply and the Customer shall make payment of the same; and/or
  - 5.2.2 enter the premises of the Customer or any third party where the Goods are kept and repossess the Goods.

- 5.2.3 Notwithstanding that ownership may not have passed to the Customer, risk in the Product shall pass to the Customer on delivery.
- 5.2.4 Unless otherwise stated, prices are quoted exclusive of VAT which will be charged in addition.
- 5.2.5 All invoices raised by Kayo are to be paid by the Customer within 14 days of the date of invoice, unless the product and services are supplied on a Trial basis. If the Customer fails to make payment on the due date, Kayo reserves the right to charge (both before and after judgement) daily interest on late payments at a rate equal to 4% per annum above the base lending rate of Barclays Bank Plc until the date that payment is made.
- 5.2.6 Kayo reserves the right to amend rates and charges from time to time. The prices applicable shall be as stated in the relevant Order.

## 6. Warranty and Liability

- 6.1 Subject as expressly provided in these terms and conditions and except where the Goods and/or Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 6.2 Where the Goods and/or Services are sold or supplied under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these terms and conditions.
- 6.3 A claim by the Customer which is based on any defect in the quality or conditions of the Goods and/or Services or their failure to correspond with the description stated in the Order shall (whether or not delivery is refused by the Customer) be notified to Kayo within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Kayo accordingly, the Customer shall not be entitled to reject the Goods and/or Services and Kayo shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods and/or Services had been delivered in accordance with the Agreement.
- 6.4 Where a valid claim in respect of any of the Goods and/or Services which is based on a defect in the quality or condition of the Goods and/or Services or their failure to meet specification is notified to the Seller in accordance with these terms and conditions, Kayo may replace the Goods (or the part in question) or re-perform the Services (in whole or in part) free of charge, or at Kayo's sole discretion, refund to the Customer the price of the Goods and/or the Services (or a proportionate part of the price), in which case Kayo shall have no further liability to the Customer.
- 6.5 Except in respect of death or personal injury caused by Kayo's negligence, Kayo shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Kayo, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods and/or Services (including any delay in supplying or any failure to supply the Goods and/or Services in accordance with the Agreement or at all) or their use or resale by the Customer and the entire liability of Kayo under or in connection with the Agreement shall not exceed the price of the Goods and/or Services except as expressly provided in these terms and conditions.
- 6.6 Kayo shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of Kayo's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond Kayo's reasonable control.

## 7. TERMINATION

- 7.1 At the end of any 12-month contractual period, the Customer will have the option to renew the Service agreement for another 12 months at the price stated on the order. Kayo will automatically issue a renewal notice and invoice at the end of the period, which will become due for payment as per clause 5.2.5. If the Customer does not wish to renew the service 30 days' notice must be sent in writing to Kayo prior to the end of the existing contractual period.

## 8. GENERAL

- 8.1 These terms and conditions (together with the terms, if any, set out in the Order) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.2 A notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 8.3 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 8.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder

of the provision in question shall not be affected.

- 8.5 The Customer may only assign the benefit of an Agreement and any rights it may have under it either wholly or partly with Kayo's prior written consent, such consent will not unreasonably withhold. Kayo may sub-contract and assign the benefit an all rights and obligations under an Agreement to a third party without the consent of the Customer.
- 8.6 These terms and conditions shall be governed by and construed in accordance with the Laws of England and both parties herby submit to the jurisdiction of the English Courts.