

PROVISION OF EQUIPMENT & SERVICES APPLICATION LEASE

INTRODUCTION

All hardware, software or services supplied by Pinpoint Communications to the Customer are supplied pursuant to the terms and conditions as set out in this agreement. Until altered by written agreement of the parties, the Customer agrees that the supply of any such hardware, software or services is on the terms set out in this agreement & in the documents attached.

CUSTOMER DETAILS

Trading Name		Type of Business	
Company Name		Phone Number	
ABN Number		Fax Number	
Partnership/ Individual		Email	
Postal Address		State	Postcode
Street Address		State	Postcode

MANAGER/S – DULY AUTHORISED OFFER/S DETAILS

Name		Name	
Position		Position	
Street Address		Street Address	
Email		Email	
Phone Number		Phone Number	

ACCOUNTS CONTACT DETAILS

Name		Credit Limit	
Position		Bank & Branch	
Street Address		Expected Purchases	
Email			
Phone Number		Fax Number	

CONTACT FOR INSTALLATIONS

Name		Name	
Position		Position	
Street Address		Street Address	
Email		Email	
Phone Number		Phone Number	

SUPPLIER & TRADE REFERENCES MUST BE COMPLETED

Company	Contact	Phone number	Average Monthly Purchase
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1			
2			
3			

PAYMENT OPTIONS

Payment unless otherwise detailed in the Agreement, all payments by Customer shall be made electronically through Customer's bank account designated in writing provided to Supplier in connection with this Agreement. Customer hereby authorizes Supplier to electronically withdraw the requisite cleared funds from Customer's designated bank account or otherwise debit Customer's designated bank account as payment for periodic charges for Services or other amounts due and owing to Supplier when such charges or amounts become due. Customer agrees to and will execute any further documentation that may be required to permit Supplier to make such electronic debits or withdrawals from said bank account. During the Term, Customer may change its bank account designation in writing to the Supplier. In the event that Supplier agrees to payment by cheque it reserves the right to electronically deposit any cheque from a copy of the cheque.

Where customer seeks a 30 day account, payments must be made within 30 days of the date of delivery of the relevant Products, with recurring ongoing fees to be paid at the end of each month. Reoccurring fees less than a \$500 per month must be paid by Direct Debit, monthly, quartile or annually. Unless credit has been approved payment is to be made by completing the Direct Debit or Credit Card Forms. All Products purchased on a Lease Agreement must pay via Direct Debit.

PAYMENT TERMS & CONDITIONS

- (a) Pursuant to the Terms and Conditions, Pinpoint Communications will provide the Customer with correctly rendered tax invoices.
- (b) Unless otherwise agreed by Pinpoint Communications and the Customer in writing, payment must be made by the approved payment option.
- (c) Where there are monies outside the agreed trading terms, Pinpoint Communications may at any time without notice terminate or suspend any products or services supplied.
- (d) If at any time monies are due and owing by the Customer to Pinpoint Communications with respect to any invoice, then the whole amount of all invoices then outstanding will become immediately due and owing. If Pinpoint Communications incurs any direct costs associated with recovering these monies then the Customer will reimburse Pinpoint Communications for the costs incurred.
- (e) Pinpoint Communications reserves the right to charge the Customer interest at the rate of 5% per annum above the Cash Rate Target specified by the Reserve Bank of Australia on any monies due to Pinpoint Communications by the Customer that are unpaid, calculated daily from the due date for payment until payment is received.
- (f) The Customer agrees to promptly notify Pinpoint Communications of any change in the Customer's ownership, trading structure, address or contact details, including a materially adverse change or reasonable suspicion that a materially adverse change may occur in its cash-flow or solvency status.
- (g) Notwithstanding any change in the Customer's ownership/trading structure or any advice by it to Pinpoint Communications of such change, the Customer will remain liable for any Products requested by it or on its behalf until it has received written confirmation from Pinpoint Communications that its account has been closed and full payment received and a new account has been opened in the name of the new entity (if applicable).
- (h) The Customer acknowledges and agrees that Supplier may delegate administrative tasks, including without limitation invoicing, billing, collection, and receipt and application of payments, to a third-party service provider or affiliate. Customer agrees that such delegation by Supplier shall not affect, waive, release, or otherwise modify or amend Customer's payment obligations owed to Supplier under this Agreement, and Customer shall remain bound by the terms of this Agreement. Customer shall timely remit payment for Product, Software, and Services in the manner directed by Supplier
- (i) Reoccurring services fees are paid monthly, quartile or annually in advance as per the agreement, these may be cancelled after the completion of the agreed term by giving notice before the 21st day of the month, the service will be available till the 28th of the same month. Cancellation after the 21st will require payment for the following month and the service will be available till the 28th of the following month.

LEASE TERM OF AGREEMENT

Lease Term Months		Commencement Date		Expiry Date	
Special Conditions					
Residual Value	Residual Value (not part of the tax invoice and exclusive of GST): \$10				

PRODUCTS & PRICING

Installation Fees

Products Item Code	Description	Quantity	Pricing	
			Unit Price	Total Amount
FSR Install	Installation of GPS Telematics	1	\$200.00	\$200.00
FSR Callout	Callout to site	1	\$90.00	\$90.00
Total				\$290.00
GST				\$29.00
Total incl GST				\$319.00

Leasing – Total amount payable over the Term of the Agreement

Products Item Code	Description	Quantity	Pricing / Month		Term	Amount due of Term of the Agreement
			Unit Price	Total Amount		
TRK604	TRK604 Tracker with 12 months warranty	20	\$20.00	\$400.00	36	\$14,400.00
AVMT-E	AVM Fees Equipment Telstra SIM	20	\$20.00	\$400.00	36	\$14,400.00
Extended Warranty	Extended on site warty for parts and labour per unit per month	20	\$10.00	\$200.00	36	\$7,200.00
Total				\$1,000.00	36	\$36,000.00
GST				\$100.00		\$3,600.00
Total incl GST				\$1,100.00		\$39,600.00

Note: A cheque or direct deposit for the first month lease is require to start the lease.

CUSTOMER DECLARATION

I confirm that I am the authorized representative of the Customer with full authority to enter into this contract. I confirm that I have read and understand the terms and conditions in this form, attached or overleaf. I acknowledge the pricing in the attached quote, I acknowledge that I have requested that Pinpoint Communications ABN 30 091 898 547 supplies the Pinpoint Services solution listed above on these terms and conditions. I confirm the accuracy of all information on this form and that all nominated alternative contacts are aware of the identification details listed above.

Full Name:	Signature:
Position: Date:	
Pinpoint Representative:	

WARRANTY TERMS AND CONDITIONS

1 Welcome

- 1.1 The warranties in these warranty terms and conditions are given by Pinpoint Communications Pty. Ltd. ABN 30 091 898 547 of Suite 5, 1059-1063 Victoria Road, West Ryde NSW 2114; telephone: (02) 9804 1764 (“we”, “us” or “our”).
- 1.2 The benefits to the consumer (“you”) given by the warranties are in addition to your other rights and remedies under a law in relation to the product to which the relevant warranty relates. These warranty terms and conditions should not be read as excluding, restricting or modifying your rights and remedies under statute, such as the *Competition and Consumer Act 2010* (Cth).
- 1.3 Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the product repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

2 Coverage

Our warranties cover the Products, but do not cover and expressly exclude any software and services (if any) supplied to you as part of or with the supply of the Products (hereafter, the covered part of the Product is referred to as “Covered Component”).

3 Warranties, Warranty Periods and Remedies

- 3.1 Subject to Clause 5 of these warranty terms and conditions, our warranties cover against defects in materials and workmanship in the Covered Component for the relevant warranty period(s) set out in paragraph 3.2 below and in the table below. If a defect in materials or workmanship occurs in the Covered Component within a warranty period, we will provide you with the remedy applicable to that warranty period, as set out in the remedy section of the table below.
- 3.2 The warranty period for a Covered Component will start from the date of installation as recorded against the work sheet but will be void until we receive full payment for the relevant Product of which the Covered Component is part of or supplied with (“Relevant Product”).
- If we receive full payment, we will provide you with:**
- 3.3 An installation warranty period of 90 days for the Covered Component of the Relevant Product (“Installation Warranty Period”) starting from the date of installation as detailed on the Installation Worksheet returned to Pinpoint Communications and except where you purchase our On-Site Warranty Plan will we will provide you with our Standard Warranty Period applicable to the covered component of the Relevant Product starting from the date of installation as detailed on the Installation Worksheet returned to Pinpoint Communications as specified in the table below (“Standard Warranty Period”).
- 3.4 If you purchase our On-Site Extended Warranty Plan, we will provide you with the on-site warranty period applicable to the Covered Component of the Relevant Product. Any purchase of our On-Site Warranty Plan must be agreed by you and us at the time of original purchase and installation of the Relevant Product.
- 3.5 If after expiry of the Standard Warranty Period or the On-Site Warranty Period (as applicable), you purchase a replacement Product, we will provide a post warranty period of 12 months (“Post Warranty Period”), for the Covered Component of the replacement Product you purchase, starting from the date of the invoice we issue to you for your purchase of the replacement Product.

- 3.6 **It is a condition of all specified warranties that Installation Worksheets are completed, signed by the customer and the installer for the warranty to be valid, except where Pinpoint Communications is the installer.**

4 Procedure to make a warranty claim

- 4.1 To claim under our warranty, please lodge a claim with our Customer Service Department on (1300 728 882) and provide us with all relevant details including serial numbers of product or vehicle details of product installed into vehicle.
- 4.2 A Case will be raised and you will be given a Return Authorization Number which you must quote on all returned products.
- 4.3 Unless these warranty terms and conditions expressly state otherwise, you will be responsible for all costs and expenses in connection with claiming on our warranty.
- 4.4 The title in all Covered Components replaced pass to us and must be returned to us, and we may keep or dispose it as we see fit.

5 General exceptions

The warranties do not cover:

- 5.1 Any breakdown, defect, damage, fault and/or failure of a Covered Component, as a result of or in connection with any improper modification, installation, adjustment or repair.
- 5.2 Any modification, installation, adjustment or repair which are not authorized by us.
- 5.3 Any misuse, improper use, abuse or use for an intended purpose.
- 5.4 Any exposure to environmental conditions beyond what we intended.
- 5.5 Any failure to follow precisely our manual, installation and/or operation instructions.
- 5.6 Any accident, deliberate damage or damage resulting from neglect, wilful act or omission, or negligence.
- 5.7 Any external sources (including without limitation, fire, water, flood, frost, ice, wind, fusion, immersion in any liquid, lightning, power surges, induced electrical surges, earthquake, elements of nature or an act of God, riot, civil disorder, vandalism, strikes or industrial strife, war, lockouts, road closure, interference, external wiring and connections, theft, sand, water, liquid, corrosion, battery leakage, rust, mildew, mould or any other cause beyond our reasonable control).
- 5.8 The Covered Component being subjected to radio frequency or electromagnetic interference.
- 5.9 Any system or equipment malfunctions caused by the abnormal operation, or by unspecified, undocumented or unexpected operation of any third-party computer hardware or system unavailability.
- 5.10 Any Disruption or interference of any telecommunications services, infrastructure, landline or radio communication service, radio technology, radio signals, or if the Covered Component is operated in a fringe radio coverage area and the reliability and integrity of the radio signals are unacceptable to us.
- 5.11 Any insufficient hard disk capacity or computer malfunction when you supply the computer hardware.
- 5.12 Any fair, wear and tear/ and or force breakdown or consumption of consumable products including without limitation, cables, cords, batteries and bulbs which are supplied as part of or with the Covered Component.
- 5.13 Loss of any data as a result of viruses, malfunction or damage.
- 5.14 Any non-operating or cosmetic deterioration of the Covered Component (including without limitation, discoloration, fading, other appearance defects, deterioration, staining and corrosion).
- 5.15 Any noises or vibrations of low amplitude or frequency which do not affect the Covered Component’s functionality or operation.

6 Limitation of liability

- 6.1 To the extent permitted by law, our liability is limited in accordance with the terms in this Agreement for Provision of Equipment & Services between you and us, and in addition, to the extent permitted by law, we will not be liable for any and all consequential, indirect, economic and special losses, costs, expenses, liabilities and damages (including without limitation, your travel costs, time costs in making any claim, loss of use of the Product, loss of revenue, loss of business and loss of goodwill) as a result of or in connection with any warranty claim.

PROVISION OF EQUIPMENT AND SERVICE TERMS & CONDITIONS

1. Definitions:

“ACL” means The Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

“Confidential Information” means all information disclosed by a party for or in connection with the Permitted Purpose, including:

- (a) Information which is designated or indicated as being the proprietary or confidential information of the disclosing party or its related entities.
- (b) Information derived partly or wholly from the information of the disclosing party including any calculation, opinion, conclusion, summary, computer modelling or other materials:
- (c) Know-how, formulae, data, specifications, drawings, trade secrets and other information which is capable of protection at law or in equity as confidential information; and
- (d) Information on the particular services either party supplies to its customers whether disclosed:
 - I. Orally, in writing or in electronic or machine readable form;
 - II. Before, on or after the date of this Agreement; or as a result of discussions between the parties concerning or arising out of the Permitted Purpose.

Commencement Date” means the date of signing of this agreement. “Customer Details” are as defined on page 1 **Application for Provision of Services**.

Permitted Purpose” means the purpose(s) determined by the party disclosing the information, or such other purpose(s) as may be agreed between the parties

“Pinpoint Advanced Vehicle Manager System” means the applications

(Web or Locator) available to customers to monitor and Communicate with the active trackers on the system.

“PPSA” means the *Personal Property Securities Act 2009* (Cth).

“Products” is defined as any hardware, software or services provided to the Customer by Pinpoint Communications.

“Installation Worksheet” means the worksheet provided with products to be installed in vehicles

In this Agreement, words importing the singular include the plural and vice versa, headings will be ignored in construing this Agreement. If any party is comprised of more than one person, those persons' obligations are joint and several, a reference to a party includes a reference to that party's legal personal representatives, successors and permitted assigns, reference to a person's include references to corporations and other bodies and entities, and references to statutes include all statutes amending, consolidating or replacing such statutes and includes any subordinated legislation issued under them.

2. Term:

This agreement commences on the commencement date and will continue as per the term of the agreement above, at the end of the term the term will be on a month by month basis unless otherwise agreed. If the product is leased, at the end of the term the Customer is required to pay any residual amounts owing and can choose to either upgrade hardware and enter into a new term, or enter into a new term with existing hardware.

3. Early Termination:

If a term is entered into then the Customer is responsible for all payments, including lease and AVM fees for the period of the term, whether the items are active or disposed.

4. Loss Of / Or Damage to Products that are Leased:

4.1 If the Products or any item or items of the Products (the “Affected Products”) are lost, stolen or damaged beyond economic repair, you must

immediately notify us and within five (5) Business Days of such notification, you must replace the Affected Products at your cost with products or equipment approved by us (in our sole discretion) being at least equivalent in type, functionality and value.

4.2 If you replace the Affected Products in accordance with clause 4.1, then you must:

- (a) Ensure that we obtain clear title to the replacement product or equipment.
- (b) Notify us immediately in writing of the replacement and provide us with any information that we may request in relation to the replacement Products or equipment.
- (c) Such replacement equipment or product will be taken to be the Product or the relevant item or items of the Product, as the case may be for the purposes of this Agreement.

5. Products and Pricing:

Products and Pricing are as described on the quote document previously sent as an attachment. Products & Pricing have been provided on the basis of the Terms and Conditions as described below.

6. Products and Delivery:

- (a) Any delivery times made known to the Customer are estimates only. To the full extent permitted by the ACL and other applicable laws, Pinpoint Communications will not be liable for any loss, damage, or delay occasioned to the Customer or any other person arising from such late or non-delivery.
- (b) The Customer acknowledges that all Products are sold delivered duty paid unless otherwise stated on the invoice.

7. Credit Assessment Activities:

- (a) This clause shall apply if Pinpoint Communications wishes to obtain commercial credit information to assess the Customer's application for consumer credit or to become a guarantor, or to obtain consumer credit information to assess the Customer's application for the Customer's commercial credit or to become a guarantor.
- (b) For the purposes of this clause, “Individual” includes the Customer or a guarantor of the Customer's obligations under this Agreement.
- (c) In accordance with applicable legislation (including, without limitation, the *Privacy Act 1988* (Cth)) setting out obligations relating to privacy matters and personal information (the “Legislation”), if Pinpoint Communications considers it relevant to assessing the Individual's application for commercial credit or to become a guarantor, or for the collection of overdue payments once commercial credit has been granted, the Individual hereby authorizes and consents to Pinpoint Communications obtaining from a credit reporting agency a credit report containing personal credit information about the Individual in relation to commercial credit provided by Pinpoint Communications or a business which provides information about the commercial creditworthiness of persons and information about the Individual's commercial activities or commercial creditworthiness. If the Individual does not provide Pinpoint Communications with the personal information requested, Pinpoint Communications will be unable to assess the Individual's application for personal or commercial credit. The types of organizations to which Pinpoint Communications usually discloses personal information include credit reporting agencies, government departments and authorities, insurers and underwriters, guarantors, agents, contractors, proposed assignees of Pinpoint Communications and other third parties associated with Pinpoint Communications to enable it to carry out its functions.
- (d) The Individual authorizes and consents to Pinpoint Communications giving to a credit reporting agency certain personal information about the

Individual's credit application. Information which may be given to an agency includes; identity particulars; the fact that the Individual has applied for credit and the credit amount; the fact that Pinpoint Communications is a current credit provider to the Customer; details of payments which become overdue more than sixty (60) days and for which collection action has been commenced; the fact that payments are no longer overdue; details of cheques drawn by the Individual which have been dishonoured more than once; in specific circumstances, that in the opinion of Pinpoint Communications, the Individual has committed a serious credit infringement; the fact that credit provided to the Individual by Pinpoint Communications has been paid or otherwise discharged.

- (e) The Individual authorizes and consents to Pinpoint Communications obtaining a credit report about the Individual from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by the Individual.
- (f) The Individual acknowledges that if the Individual would like to know more about: (i) the information which Pinpoint Communications holds about the Individual; (ii) the personal information handling practices of Pinpoint Communications; (iii) gaining access to the personal information which Pinpoint Communications holds about the Individual; (iv) the handling of personal information by Pinpoint Communications about the Individual, the Individual may contact Pinpoint Communications at Pinpoint Communications' contact details listed on the front of this Agreement.

8. Retention of Title:

- (a) Notwithstanding anything to the contrary contained in this Agreement, until such time as the whole of the purchase price for the Products (and associated costs, duties and charges invoiced for the Products – (“**Invoiced Cost**”) have been received in clear funds by Pinpoint Communications; full legal and equitable title in the Products (not including services) and ownership of the Products will be retained by Pinpoint Communications ;the Customer must hold the Products as fiduciary Bailee and agent for the Pinpoint Communications; and the Customer must not sell or otherwise dispose of the Products (except to the extent permitted under this Agreement).
- (b) Until such time as the Invoiced Cost has been paid in full, in addition to its rights under the PPSA, Pinpoint Communications may enter the Customer's premises (or the premises of any associated person where the Products are located) without liability for trespass or any resulting damage and retake possession of the Products. Pinpoint Communications may resell any Products that have been repossessed.
- (c) If the Products are resold by the Customer, the Customer must hold such part of the proceeds of sale as represents the Invoiced Cost in a separate identifiable account as Pinpoint Communications' beneficial property and pay such amount to Pinpoint Communications on request.
- (d) Despite clauses 6(a) to 6(c) above, Pinpoint Communications will be entitled to maintain an action against the Customer for the Invoiced Cost.
- (e) The Customer must provide Pinpoint Communications with any financial or other information relating to the financial condition, business, assets and affairs of the Customer as and when reasonably requested by Pinpoint Communication for the purposes of enabling Pinpoint Communications to determine whether the Pinpoint Communication's right to receive moneys from the Customer under these terms and conditions is prejudiced for any reason.
- (f) Risk in the Products shall pass to the Customer on delivery.

9. GST and Taxes:

Unless otherwise specified, all prices quoted are exclusive of product and services tax (“**GST**”) and other taxes. Except to the extent that any GST or other taxes have already been specifically included in the price, the Customer must pay the amount of any applicable GST or other taxes at the time of payment for the Products.

10. Warranties and Limitation of Liability

- (a) Where the system operation is dependent on third party telecommunications infrastructure, landline, or radio communications service, to the full extent permitted by the ACL and other applicable laws, Pinpoint Communications shall not be responsible for system or product performance due to the unavailability of these telecommunications services. Similarly, to the full extent permitted by the ACL and other applicable laws, Pinpoint Communications shall not be responsible for the reliable operation of any equipment based on any form of radio technology where that equipment is operated in a fringe radio coverage area where the reliability and integrity of the radio signals may be unacceptable to Pinpoint Communications.
- (b) To the full extent permitted by the ACL and other applicable laws, any system or software performance is not warranted against failure, interruption, unavailability, or incorrect operation caused by computer malfunction or insufficient hard disk capacity when the Customer supplies the computer hardware.
- (c) Where the Products include software, to the full extent permitted by the ACL and other applicable laws, Pinpoint Communications does not warrant that:
 - 1. The software will run error-free, will run uninterruptedly or will meet the Customer's data processing requirements.
 - 2. The software will not contain any virus or other harmful code or device; or Installation or attempted installation of the software will not cause corruption to other programs or files stored on computer hardware or to any network.
- (d) To the full extent permitted by the ACL and other applicable laws:
 - 1. Pinpoint Communications excludes all express and implied terms, warranties, conditions and guarantees (other than the ones set out in this Agreement);
 - 2. in any event, Pinpoint Communications' liability under or in relation to this Agreement or the supply of the Products, is limited, at the option of Pinpoint Communications, to:
 - 3. In the case of product, to one or more of the following (as Pinpoint Communications determines): the repair of the equipment, the replacement of the equipment or the supply of equivalent equipment, or paying the cost of replacing the equipment or of acquiring equivalent equipment, or paying the cost of having the equipment repaired; or
 - 4. In the case of services, to one or more of the following (as Pinpoint Communications determines): the supplying of those services again or paying the cost of having the services supplied again.
 - 5. For the avoidance of doubt, nothing in this clause 8 is intended to exclude, restrict or modify any rights or remedies which the Customer may have under the ACL or any other applicable law which cannot be excluded, restricted or modified.
- (e) To the full extent permitted by the ACL and other applicable laws, Pinpoint Communications is not liable in contract, tort including negligence), in equity, by operation of statute (to the extent liability may be excluded by law) or otherwise for any kind of indirect or consequential loss or damage, loss of opportunity, loss of revenue, loss of profit or anticipated profit, loss of contracts, loss of goodwill or loss arising from business interruption arising out of or in connection with this Agreement incurred or suffered by the Customer or any other person.

11. Termination:

A party (“first party”) may terminate this Agreement with immediate effect by giving notice to the other party if:
 that other party breaches any payment obligation under this Agreement capable of remedy and fails to remedy the breach within 7 days after receiving notice from the first party requiring that other party to do so;
 that other party breaches any other material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so;

that other party enters into, or any steps are taken to have the other party enter into, liquidation, provisional liquidation, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with that other party's creditors or any of them, or a controller is appointed with respect to any of that other party's assets, that other party becomes unable to pay its debts to any person as they become due or that other party otherwise becomes insolvent.

A party ("first party") will notify the other party immediately if:

- (a) The first party disposes of the whole or any part of its assets, operations or business other than in the normal course of business (other than a voluntary liquidation for the purpose of amalgamation or reconstruction if the new company assumes all of the first party's obligations under this Agreement);
- (b) Any step is taken to enter into any arrangement between the first party and its creditors.
- (c) The first party ceases to be able to pay its debts as they become due.
- (d) The first party ceases to carry on business or any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of the first party's assets or business.
- (e) Any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the first party's assets or business; or any step is taken against it by any government, government body or regulator for any unlawful reduction in its assets or the funds under its control.

Promptly after termination:

- (a) Pinpoint Communications will return to the Customer, at the Customer's expense, any of the Customer's freight or property in Pinpoint Communications' or its subcontractors' possession or control.
- (b) The Customer will pay Pinpoint Communications for all Products supplied to the Customer up to and on termination.
- (c) If there is a Term for this Agreement and the Agreement has been terminated early for whatsoever reason, the Customer will pay Pinpoint Communications any outstanding Lease Payments, AVM and Residual Fees up until the end of the term stated in this agreement.
- (d) Each party will return to the other party all Confidential Information of that other party in material form (including without limitation, those parts of all notes and other records of the first party containing Confidential Information of the other party) in its possession or control.
- (e) After termination of this Agreement a party will not use, disclose, record, sell or otherwise transfer any Confidential Information of the other party.
- (f) Termination of this Agreement is without prejudice to any remedies available to the party terminating and any rights or obligations of the parties that accrued prior to the time of termination (except as otherwise provided under this Agreement).

12. Personal Property Securities Act:

- (a) The Customer must, at its cost, do or cause to be done anything (such as obtaining consents, completing, signing and producing documents and supplying information) which Pinpoint Communications requests and considers necessary or desirable for the purposes of:
 1. Ensuring that each security interest provided by this Agreement is enforceable, attached, perfected, protected and otherwise effective;
 2. Enabling Pinpoint Communications to apply for any registration, or give any notification, in connection with each such security interest so that that security interest has the priority required by Pinpoint Communications; and

3. Enabling Pinpoint Communications to exercise rights in connection with each such security interest.
- (b) The Customer acknowledges and agrees that Pinpoint Communications may register one or more financing statements in relation to any security interest provided for by this Agreement. If permitted by the PPSA, the Customer waives its right to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement:
 - (c) To the extent that Chapter 4 of the PPSA would otherwise apply, the Customer and Pinpoint Communications agrees that the following provisions of the PPSA do not apply:
 1. To the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 129(2) and (3), 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and
 2. In addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.
 3. The Customer agrees that at any time after any security interest provided for by this Agreement has become enforceable, Pinpoint Communications may delay disposing of, or taking action to retain, the whole or part of the relevant property to the extent permitted by law.
 - (d) Unless agreed to by Pinpoint Communications in writing, the Customer acknowledges and agrees that Pinpoint Communications has not agreed to subordinate any security interest provided for by this Agreement in favour of any third party.
 - (e) Subject to section 275(7) of the PPSA, neither the Customer nor Pinpoint Communications may disclose information of the kind referred to in section 275(1) of the PPSA, nor is Pinpoint Communications not required to respond to a request for information made in accordance with section 275(1) of the PPSA, unless otherwise agreed in writing.
 - (f) For the purposes of this Agreement, terms defined in the PPSA have the same meaning in this Agreement

13. General:

- (a) The customer agrees to the Terms and Conditions posted on the AVM website at <https://avm.pinpointcomms.com.au/WebAvm4/Authentication/EULA/EULA.html> for the use of the Pinpoint Advance Vehicle Manager System in either the Web Application or Smart Locator Client, which shall apply to this Agreement as if set out in full in this document
- (b) To the full extent permitted by law, Pinpoint Communications will not be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is due to any cause beyond the reasonable control of Pinpoint Communications.
- (c) This Agreement supersedes and replaces any arrangements, representations, understanding or agreements made or existing between Pinpoint Communications and the Customer in relation to the subject matter of this Agreement and shall (except as otherwise may be agreed in writing) constitute the entire agreement relating to the supply of Products by Pinpoint Communications to the Customer.
- (d) This Agreement will be construed in accordance with the laws of New South Wales, Australia.
- (e) The Customer must not assign or otherwise transfer or attempt to assign any right or obligation under this Agreement without Pinpoint Communications' prior written consent.
- (f) Pinpoint Communications reserves the right to vary this Agreement at any time. It is the Customer's responsibility to check the printed terms and conditions accompanying or included with any quote, invoice or order confirmation.
- (g) This Agreement binds the parties and their respective legal personal representatives, successors, and permitted assign.

DIRECT DEBIT REQUEST FORM

Request and Authority to debit the account named below to pay Pinpoint Communications Pty Ltd of Suite 5 / 1059 – 1063 Victoria Rd, West Ryde NSW 2114: Contact at 02 9804 1764 or email accounts@pinpointcomms.com.au

CUSTOMER DETAILS

Your Surname or Company Name:

Your Given names or ABN/ ARBN:

“You”

Request and authorise Pinpoint Communications Pty Ltd ID 452052 **to arrange, through its own financial institution, a debit to Your nominated account any amount** Pinpoint Communications Pty Ltd, **has deemed payable by You.**

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from Your account held at the financial institution You have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

FINANCIAL DETAILS

Insert the name and address of the financial institution at which account is held.

Financial institution name:

Address:

Insert details of account to be debited.

Name/s on Account:

BSB number (Must be 6 Digits) _ _ _ _ _ _

Account Number _____

ACKNOWLEDGMENT

By signing and/or providing us with a valid instruction in respect to Your Direct Debit Request, You have understood and agreed to the terms and conditions governing the debit arrangements between “You” and “Pinpoint Communications Pty Ltd” as set out in this Request and in Your Direct Debit Request Service Agreement.

SIGNATURE REQUIRED

Insert your signature and address:

Note: (if signing for a company, sign and print full name and capacity for signing, e.g. – Director)

Account Signatory

Signature:

Full Name (Printed) :

Capacity

Address:

Date ___ / ___ / _____

Second Account Signatory (if required)

Signature:

Full Name (Printed):

Capacity:

Address:

Date ___ / ___ / _____

DIRECT DEBIT - SERVICE AGREEMENT

This is Your Direct Debit Service Agreement with Pinpoint Communications Pty Ltd ABN – 30 091 898 547 of Suite 5 / 1059 – 1063 Victoria Rd, West Ryde NSW 2114: Contact at 02 9804 1764 or email accounts@pinpointcomms.com.au

It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

DEFINITIONS

Account means the account held at Your financial institution from which we are authorised to arrange for funds to be debited.

Direct debit request means the Direct Debit Request between **us and You**.

Agreement means this Direct Debit Request Service Agreement between You and us.

Us or we means Pinpoint Communications Pty Ltd ABN – 30 091 898 547, (the Debit User) You have authorised by requesting a Direct Debit Request.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

You means the customer who has signed or authorised by other means the Direct Debit Request.

Debit day means the day that payment by You to us is due.

Your financial institution means the financial institution nominated by You on the DDR at which the account is maintained.

Debit payment means a particular transaction where a debit is made.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from Your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
- 2.
3. **Or**
We will only arrange for funds to be debited from Your account if we have sent to the address nominated by You in the Direct Debit Request, a billing advice which specifies the amount payable by You to us and when it is due.
- 4.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct Your financial institution to debit Your account on the following banking day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.

5.

2. AMENDMENTS BY US

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written Notice.

3. AMENDMENTS BY YOU

You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 30 days notification by writing to:

Att: Accounts

Pinpoint Communications Pty Ltd ABN – 30 091 898 547

Suite 5 / 1059 – 1063 Victoria Rd,

West Ryde NSW 2114

Or

Emailing us at accounts@pinpointcomms.com.au

Or

Arranging it through Your own financial institution, which is required to act promptly on Your instructions.

***Note: in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising us Pinpoint Communications Pty Ltd ABN – 30 091 898 547 of Your new account details.**

4. YOUR OBLIGATIONS

4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in Your account to meet a debit payment:

(a) You may be charged a fee and/or interest by Your financial institution;

(b) You may also incur fees or charges imposed or incurred by us; and

(c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.

4.3 You should check Your account statement to verify that the amounts debited from Your account are correct.

5. DISPUTE

5.1 If You believe that there has been an error in debiting Your account, You should notify us directly by calling us on 02 9804 1764 and confirm that notice in writing (via email accounts@pinpointcomms.com.au or to our postal address **PO Box 76, Ermington NSW 2115**) with us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.

5.2 If we conclude as a result of our investigations that Your account has been incorrectly debited we will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.

5.3 If we conclude as a result of our investigations that Your account has not been incorrectly debited we will respond to Your query by providing You with reasons and any evidence for this finding in writing.

6. ACCOUNTS

You should check:

- a) with Your financial institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions.
- 6.
- b) Your account details which You have provided to us are correct by checking them against a recent account statement; and
- 7.
- c) With Your financial institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. CONFIDENTIALITY

7.1 We will keep any information (including your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

8.

7.2 We will only disclose information that we have about You:

9.

- a) to the extent specifically required by law; or
- b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

8.1 If you wish to notify us in writing about anything relating to this agreement, You should write to:

Att: Accounts

Pinpoint Communications Pty Ltd ABN – 30 091 898 547

Suite 5 / 1059 – 1063 Victoria Rd,

West Ryde NSW 2114

Or

Emailing us on accounts@pinpointcomms.com.au

8.2 We will notify You by sending a notice in the ordinary post to the address You have given us in the Direct Debit Request.

8.3 Any notice will be deemed to have been received on the third banking day after posting.