



SERVICE LEVEL AGREEMENT

NQUTHU LOCAL MUNICIPALITY



&

**CTRACK FLEET MANAGEMENT SOLUTIONS
(PTY) LTD**



mi

SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN

NQUTHU LOCAL MUNICIPALITY

duly represented by MR M.B. JIYANE, in her/his capacity as the ACCOUNTING OFFICER, duly authorised.
(Hereinafter referred to as the "Customer")

and

CTRACK FLEET MANAGEMENT SOLUTIONS (PTY) LTD

A company incorporated in terms of the Laws of the Republic of South Africa, with registration number 2000/0211730/07 duly represented by **Mr. Kagiso Samuel Matsitse** in his capacity as the **Executive Director** of the said Company, who is authorised to sign this Agreement on behalf of the company.

(Hereinafter referred to as the "Service Provider")

PREAMBLE

WHEREAS the Customer needs a fleet management system for a minimum of 11 (Eleven) vehicles, to be able to render certain services efficiently, effectively and timeously;

AND WHEREAS the Customer has advertised RFQ for the services;

AND WHEREAS the Service Provider has duly responded to the advertisement;

AND WHEREAS the Service Provider was a successful bidder;

NOW THEREFORE the Customer hereby appoints the Service Provider to provide a fleet management system in respect of a minimum of 56 (Fifty-six) vehicles subject to the terms of this Agreement, read with the Government General Conditions of Contract and the Service Provider hereby accepts the appointment.

1. PURPOSE AND OBJECTIVE

The purpose of this Agreement is to give effect to the PREAMBLE, in particular to the rendering of fleet management system services to the vehicles of the Customer as and when needed.



2. DEFINITIONS

- 2.1 In this Agreement, the South African law of interpretation of statutes and contracts will apply in interpreting or assigning any meaning to a word, clause or paragraph.
- 2.2 Clause headings are for convenience and shall not be used in the interpretation of this Agreement.
- 2.3 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa.
- 2.4 The following terms shall be interpreted as indicated:
- 2.4.1 "Agreement" means these terms and conditions, including the application form attached to these terms and conditions, as well as any other annexure from time to time incorporated by reference to this Agreement;
- 2.4.2 "Authorised Users" means those who may be authorised by the Customer to obtain all services offered by the product from the Service Provider and who may be notified of any alarms in respect of the vehicle by the Service Provider;
- 2.4.3 "Commencement Date" means the date of installation of the product, which date shall be determined by the date on the installation certificate confirming installation of the product;
- 2.4.4 "Contract Price" means the amount payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations;
- 2.4.5 "CSC" means Ctrack Support Centre, which shall include a reference to any DigiCore Support Centre;
- 2.4.6 "Day" means calendar day;
- 2.4.7 "Delivery" means delivery in compliance of the conditions of the Agreement or order;
- 2.4.8 "False Alarm" means an alarm message sent to a CSC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and the Customer, or any authorised user has not notified the CSC in respect thereof;
- 2.4.9 "Fixed Period" means a period of 36 (THIRTY-SIX) months calculated from the commencement date;
- 2.4.10 "Goods" means all the fleet management system components installed in the Customer vehicles and machinery as well as other aspects of service useful in the installation of the system and provision of the service that the Service Provider is required to supply to the Customer under the Agreement;
- 2.4.11 "GSM Service" means the service rendered by a cellular service provider for transmitting location and speed data from the product to an authorized user's cell phone and the CSC;
- 2.4.12 "GPRS" means General Packet Radio Service;
- 2.4.13 "Installation Certificate" means the certificate issued by the Service Provider's installer certifying that the product has been successfully installed in the Customer vehicle;



- 2.4.14 "Occurrence" means the happening of an event which initiates the recovery process or some other action for which the product is designed;
- 2.4.15 "Product" means the Ctrack system to be installed in the Customer's or any authorised user's vehicle;
- 2.4.16 "Services" means the services detailed in the price list provided to the Customer and on the Service Provider's official website, as well as the Stolen Vehicle Support service as set out on the website;
- 2.4.17 "Service Provider" means DigiCore Holdings Limited (Registration Number 1998/012601/06) or any one of its subsidiaries referred to in the application form to which these terms and conditions are annexed, which subsidiary shall be the contracting party on behalf of the Service Provider, to this Agreement;
- 2.4.18 "SMS" means Short Message Service;
- 2.4.19 "Subscription Charge" means the monthly amount (Exclusive of VAT) payable by the Customer in advance for the service as set out on the application form to which these terms and conditions are attached, which includes the Subscription, SMS, Data and GPRS Airtime usage supplied by the airtime service provider;
- 2.4.20 "Territory" means the Republic of South Africa;
- 2.4.21 "User Manual" means the user manual in respect of the product to be installed in terms of this Agreement;
- 2.4.22 "VAT" means Value Added Tax payable in terms of the Value Added Tax Act 39 of 1991;
- 2.4.23 "vis major" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which event is not foreseeable. Such events may include, but is not restricted to, forces of nature or the Service Provider in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes;
- 2.4.24 "Vehicle" means the vehicle in which the product will be installed and for which the particular service will be provided; and
- 2.4.25 "Website" means www.ctrack.co.za.

3. APPOINTMENT

The Customer appoints Ctrack Fleet Management Solutions (Pty) Ltd for the provision of Fleet Management System services including all systems, services and gadgets, as stipulated in the attached Ctrack Fleet Management Solutions' proposal to NQUTHU LOCAL MUNICIPALITY (ANNEXURE A): CTRACK ASSIST, RENTAL OPTION (MAINTANANCE - COST WITH MONTHLY OPERATING COST).

Installation and Monthly Costs attached hereto as Annexure A, to the Customer vehicles for a period of 3 (THREE) years.



4. DURATION

The Agreement shall commence on the date of installation of the product and shall endure for a period of 36 (THIRTY-SIX) months from the installation date. This Agreement may be terminated by either party, on giving of 30 (thirty) days written notice, terminating this agreement.

5. SERVICES

5.1 The Service Provider:

- 5.1.1 Shall render the Services in a professional manner, at a high standard and to the advantage of the Customer.
- 5.1.2 Will install the Ctrack Fleet Management system and tracking in at least 56 (Fifty-six) vehicles within 14 (FOURTEEN) days from the date of the last party signing this Agreement and such installation shall be done at the Customer's offices or at the Ctrack Fleet Management Solutions' offices, after Ctrack Fleet Management Solutions has made a thorough analysis of the Customer vehicles to be installed with the system.
- 5.1.3 Shall transfer knowledge and skills on how to handle, monitor and manage the fleet management system.
- 5.1.4 Shall install a system with a back-up battery, a panic button feature, a DigiCore HUB and a Ctrack Sim Card with 2 [TWO] MB GPRS capacity in respect of each vehicle.
- 5.1.5 Shall provide alarms monitoring and stolen vehicle support 24/7.
- 5.1.6 Will stick to the services and monthly fees as per attached as Annexure A.
- 5.1.7 Shall keep record of all services rendered for the duration of this Agreement.
- 5.1.8 Shall be responsible for the repair and/or replacement, in the Service Provider's sole discretion, of the product, or any parts thereof at no charge to the Customer during the full 36 (THIRTY SIX) months from the date of installation where the product is found to be defective due to faulty components, workmanship or design, on condition that the repair is to be done at one of the Service Provider's branches or Authorised Fitment Centres and provided that the Customer's account is not in arrears at the relevant time.
- 5.1.9 Should it be necessary that any repair and/or replacement of the product be conducted at a location other than at one of the Service Provider's branches or Authorised Fitment Centres, the Customer will not be liable for a call-out fee, in respect of the time and travelling costs incurred by the Service Provider due to the aforesaid event unless it can be proven that the product was however tampered with, modified, involved in a collision and/or sustained other damage outside the Service Provider's control, the Customer will be liable for the costs of repairs or replacement of the product.
- 5.1.10 The following is specifically excluded from the repair/replacement service referred to in clause 11.1.8 and 11.1.19: all repairs or maintenance or service necessitated by any damage caused to the product outside the Service Provider's direct control and scope of influence, including but not limited to:

- 5.1.10 any vis major or circumstance beyond the Service Provider's control;
- 5.1.10 all damage caused by a faulty or spurious electrical supply;
- 5.1.10 all damage caused as the direct or indirect result of any act of tampering, vandalism or malicious damage howsoever caused;
- 5.1.10 all damage caused as a result of a vehicle accident;
- 5.1.10 all damage caused by fire, theft, or flood;
- 5.1.10 all damage caused as a direct or indirect result of civil or political disturbance or any like event;

- 5.1.10 all damage caused by any act of any third party;
- 5.1.10 any damage caused as a result of the ingress of any fluid penetrating the Product, if applicable;
- 5.1.10 any replacement of any engine revolution or gearbox "take-off" device including any "W-terminal" or similar device;
- 5.1.10 any stoppage, limitation, engine control, engine shut down or similar event resulting from the incorrect operation of the Product, as defined by the Service Provider;
- 5.1.10 the removal and/or de-installation or any similar action requiring, removal, re-installation and/or re-location of the Product, as required or requested by the Customer;
- 5.1.10 Repair and recovery of the server data due to any abnormal occurrence causing such damage or loss of data;
- 5.1.10 Where the product has not been operated or maintained in accordance with the Service Provider's instructions and/or user manual; or
- 5.1.10 Repairs, de-installations or modifications that have been made by persons other than the Service Provider.

- 5.1.11 Shall comply with all the terms and conditions as set out in this Agreement in conjunction with the bid document, as well as the annexures.

5.2 The Customer:

- 5.2.1 Shall provide the Service Provider with a list of all vehicles which need installation of the system before the commencement of this Agreement.
- 5.2.2 Shall sign an addendum to the Agreement for Provision of Tracking Device for any new or additional vehicle or machinery which require installation of the system.
- 5.2.3 Shall place request orders timeously to allow the Service Provider to provide the required service.

6. THE CUSTOMER'S RESPONSIBILITY

- 6.1 The Service Provider shall try its best to ensure that the Customer is informed of any fault detected by the Service Provider on the unit, by providing a daily health check report to the Customer. Should the daily health check report indicate that a unit is not updating, the Customer shall be liable to ensure and arrange that the vehicle in which the faulty product is installed, is made available for repair by the Service Provider, which repairs shall be done in accordance with the Service Provider's standard policies.
- 6.2 The Customer is also responsible to ensure that if it receives a communication from the Service Provider, advising that a fault has been detected on the unit, without delay contact the Service Provider to arrange for repair on the unit.
- 6.3 It is the Customer's responsibility to inform the vehicle's manufacturer of the fitment of the product, if the vehicle manufacturer requires such notification, in order not to invalidate any manufacturer warranty.
- 6.4 It is the responsibility of the Customer to notify the Service Provider about the termination of this Agreement and a 1 [ONE] months' notice period shall apply.
- 6.11 When this Agreement is terminated, the Customer will provide the Service Provider reasonable access to the vehicles and/or machinery for removal of the product units. If reasonable access is not provided, the Customer will be liable to the Service Provider for an amount equivalent to the cost of the product.
- 6.6 The Customer undertakes not to tamper with or remove the product during the period of this Agreement, in order not to invalidate the warranties applicable to the product provided in terms of this Agreement.
- 6.7 The Customer undertakes not to permit any modification or attachments to be made to the product in order not to invalidate the warranties applicable to the product in terms of this Agreement.
- 6.8 The Customer undertakes to notify the Service Provider of any alteration and/or modification made to the vehicles in which the product is or is to be installed, if such alteration and/or modification to a vehicle in any way affects/ may affect the manner in which the vehicle is identified, including, but not limited to, change of registration number, change of colour of the vehicle, change of any relevant vehicle component number, change of vehicle manufacturer's logo, etc.
- 6.9 For the duration of this Agreement, the Customer agrees not to permit any third party other than the Service Provider to maintain, service or repair the product.

1. COSTS

- 7.1 The monthly maintenance fee of **R 127-33 [One hundred and Twenty-Seven Rand and Thirty-three cents only] (excluding VAT)** per unit, VAT Inclusive
- 7.2 The mandatory total monthly service fee will be for the **Ctrack Assist Unit/System**, comprising of:

- 24/7 Alarms Monitoring
- Stolen vehicle Support
- Maintenance
- Daily Health Check
- MaXx, Ctrack Online and Mobi
- Border Guard
- Panic
- Hub Fees (included in the monthly subscription)
- Communication Costs (included in the monthly subscription)

7.3 The subscription charges are subject to an annual escalation of 0% (zero per centum). This means:

Year 1: **R127-33** [One hundred and Twenty-seven Rands and Thirty-three cents Only (excluding VAT);

Year 2: **R127-33** [One hundred and Twenty-seven Rands and Thirty-three cents Only (excluding VAT);

Year 3: **R127-33** [One hundred and Twenty-seven Rands and Thirty-three cents Only (excluding VAT).

7.4 The de-installation costs will be **R350.00 [THREE HUNDRED AND FIFTY RANDS ONLY] (excluding VAT)** per vehicle.

7.5 The re-installation costs will be **R450-00 [FOUR HUNDRED AND FIFTY RAND ONLY] (including VAT)** per vehicle.

8 PAYMENTS

8.1 The method and conditions of payment to be made to the Service Provider under this Agreement shall be 30 days from statement date.

8.2 The Service Provider shall furnish the Customer with a detailed statement of account (Tax Invoice) once the system has been installed.

8.3 The Customer agrees that the amount contained in a Tax Invoice issued by the Service Provider shall be due and payable by the Customer, free of any conditions, within 30 (THIRTY) days after a Tax Invoice has been issued by the Service Provider

8.4 Payments of the monthly costs shall be made on a monthly basis on or before the 7th (SEVENTH) of every month.

8.5 The Customer may not withhold payment of any amount due to the Service Provider in terms of this Agreement, for any reason whatsoever and no extension of time for payment of any amount, shall be binding unless agreed to in writing by the Service Provider.

8.6 The Customer is not entitled to set off any amount which the Service Provider may owe it, against any amount the Customer owes the Service Provider.

8.7 The Customer agrees that a certificate issued and signed by any of the Service Provider's Directors, Managers or duly appointed Auditors, who may change from time to time, shall be sufficient proof of the Customer's indebtedness on the date when such certificate is issued. The authority of the Service Provider's Directors, Managers or Auditors will also not have to be proved.



8.8 Any printout of computer evidence tendered by the Service Provider or the Customer, shall be admissible evidence and the Customer or the Service Provider will not be able to object to the Service Provider or the Customer using this as evidence purely on the grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 211 of 2002 have not been met.

9. LIMITATION OF LIABILITY

9.1 Insofar as the Service Provider supplies and/or installs the products and/or SIM card, the Customer is notified of the fact that these products, SIM cards and/or services provided may result in damage to the vehicles and/or system failure of the vehicle/s electronic components.

9.2 The Service Provider shall take every care to ensure that all reasonable efforts are made regarding the product and the service, but such product and service can be affected by factors outside the Service Provider's control. Such factors include, but are not limited to, technical failure of the network of the cellular service provider and/or its reporting structures. The Service Provider therefore does not provide any warranty, nor accepts any liability, arising in respect of any failure in the provision of the service or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by the Customer as a result of any failure of the product.

9.3 Whilst every care will be taken by the Service Provider during the installation of the product, no liability shall be assumed of any nature whatsoever by the Service Provider during this process, prior to or after installation, unless noted on the installation certificate and signed by both parties. It is further, recorded that the indemnity referred to herein relates to any damage, of whatsoever nature, arising from the services rendered by the Service Provider, being patrimonial damages and/or personal injury.

9.4 Insofar as the Service Provider may be deemed to be a supplier of the products and/or SIM cards used in the operation thereof, the Service Provider is exempted from liability in relation to any damage to property and/or economic loss that the Customer may suffer as a result of any failure and/or defect in the goods and/or services provided, unless the Service Provider was grossly negligent.

9.5 If the immobilization option has been selected, the Customer acknowledges that neither the Service Provider, its subsidiaries or affiliates accepts or shall have liability of whatever nature, irrespective of how it arose, in respect of any claim, damages, loss or expense which may occur directly or indirectly as a result of the immobilisation function functioning, not functioning or malfunctioning, unless the Service Provider was grossly negligent.



9.6 The Customer acknowledges that the Service Provider does not guarantee that, in the event of an incident, the vehicle will be located and/or recovered. The Service Provider warrants, however, that it shall utilize its best and reasonable efforts to recover the vehicle. The Customer furthermore acknowledges that a recovery is dependent upon numerous factors outside the Service Provider's influence. These factors include, but are not limited to, damage caused to the product by vehicle thieves, technical failure of the network of the cellular service provider and/or its reporting structures etc.

10. TERMINATION AND BREACH

- 10.1 In the event of breach by either party, the aggrieved party may terminate the Agreement, provided that the other party is notified in writing of the breach and called upon to rectify the breach within 7 (SEVEN) days of the written notice and has failed to rectify the breach.
- 10.2 Any party aggrieved by the other to such an extent that the conduct amounts to material breach, may seek appropriate relief in court or refer the matter to arbitration.

11. INABILITY TO PERFORM

- 11.1 Neither party will be liable for any failure to meet any of its obligations in terms of this Agreement or any delay in meeting them, to the extent to which the failure or delay is caused by any circumstances whatsoever which is beyond its reasonable control, including but not limited to any labour disputes, strike or lockout (excluding labour dispute, strikes and lockouts including employees of either party), war, riot or civil commotion, any order or regulation of any government or other lawful authority, meeting the above requirements or any other cause beyond the reasonable control of that party.
- 11.2 The affected party must give notice in writing to the other party immediately upon the occurrence of an event of *vis major*.
- 11.3 the Service Provider may, at any time, and without incurring any liability whatsoever, suspend the service either in whole or in part in the event of any one or more or all of the following occurring:
- 11.3.1 technical failure of the GSM network and/or its reporting structures, modifications and/or maintenance to the GSM network by the GSM Service Provider and/or due to any government and/or regulatory authority requirement and/or
- 11.3.2 the GSM provider ceasing to make the network available to the Service Provider or if the network stops working for any reason whatsoever and/or
- 11.3.3 the Customer defaults in terms of the operation instructions provided in the user manual or fail to make any payment on the due date thereof and/or
- 11.3.4 the Service Provider is prevented from rendering the service due to circumstances beyond its control and/or due to unexpected events; and/or



- 11.3.5 automatically, if the Customer or the authorized user misuses the system, and the Customer hereby indemnifies and holds the Service Provider harmless against any claim that may arise against the Service Provider as a result of such improper use of the service, and/or
- 11.3.6 if the vehicle is reduced to a state, of permanent dysfunctionality, for any reason whatsoever, but not limited to, irreparable mechanical breakdown of the vehicle and irreparable damage caused to the vehicle in an accident, and/or
- 11.3.7 any cancellation of the Agreement by either the Service Provider or the Customer, after the initial period of the Agreement.

12 ADDITIONAL CHARGES

- 12.1 The Customer will be liable for all additional charges in respect of the de/reinstallation of the product, any false alarms, incident reports, etc. as listed in the price list, which is available on request and available on the website. With specific reference to false alarms, it is recorded that the Customer will be liable for the hourly fee to the Service Provider for any false alarm, in addition to any other charge as contained in this Agreement, calculated from the time when such alarm was logged with the CSC, until such time as any recovery team dispatched to recover the vehicle, is notified to stand down. In this regard, any incident report generated by the Service Provider, shall be sufficient proof of the time spent by a vehicle recovery team (calculated from Response Start Time to Stand Down Time) and the Customer agrees that the Service Provider may debit the Customer's account with the corresponding additional charge.
- 12.2 The Customer acknowledges that the services provided by the Service Provider do not include an international roaming facility. This means that the Customer's vehicle cannot be tracked by the Service Provider, should the Customer take the vehicle out of South Africa. Accordingly, in this regard the Service Provider shall not be liable for any losses or damages suffered by the Customer as a result of the Customer taking the vehicle out of the country. Should the Customer want the tracking services to be active whilst the vehicle is out of the country, the Customer can enable the international roaming facility, in which event the Customer will be liable for the additional charges incurred due to SMS/GPRS transmissions in respect of the international roaming facility while outside of the territory or whilst in close proximity to the border of South Africa, as and when the Service Provider is charged by the cellular service provider. In order to activate the international roaming facility, the Customer must do the following:

- 12.2.1 Send the Service Provider a request, in writing, that the service be activated. This request must be directed to the CSC and must be made at least 48 (FORTY-EIGHT) hours before the vehicle exits the country; and
- 12.2.2 As soon as the vehicle returns to South Africa, the Customer must notify the Service Provider of same, so that it can disable the facility. The Customer will be liable for the additional charges incurred mentioned hereinabove until such time as the Service Provider is notified to disable the international roaming facility.
- 12.3 In the event that repairs and/or services are effected and/or products delivered, the Customer may be held liable for additional charges, if the Customer was duly informed of such additional charges and, after being informed of such charges, authorises the work to continue and/or products to be installed. For purposes hereof, it will be deemed that the Customer authorised the work to be proceeded with and/or products installed, if the Customer, or anybody representing the Customer, signed the Service Provider's job card and/or any other document presented for signature upon the rendering of services and/or installation of products. The Service Provider shall provide the Customer with an invoice in respect of these costs, upon completion of the work effected in accordance with the job card and/or any other document as presented to the Customer, which invoice shall be payable by the Customer within 30 (THIRTY) days of issue thereof.
- 12.4 The Customer will be entitled to request the number of reports, as well as the number of transmitted SMS's and have a maximum data transfer per month as set out in the Agreement or user manual as the case may be. Any usage in excess of the allowable amount per month will be charged as per the Service Provider's Standard Rates for such excess, as published on the Service Provider's website from time to time. The Customer will also be liable for any additional monthly charges, incurred on account of SMS/GPRS transmissions, in the event of the Customer or any authorized user activating the message forwarding function to a mobile phone.
- 12.11 In the event of an occurrence where after a vehicle is recovered, and should the Customer elect not to collect the vehicle at the scene, the Customer hereby duly authorises the Service Provider to tow the vehicle away from the scene at the Customer's own risk, and that the vehicle will be stored at the Customer's risk and that the Customer will be liable to the Service Provider for any storage costs which become payable in respect of the storage of the vehicle, commencing from 48 (FORTY EIGHT) hours after the vehicle has been delivered to the storage premises. All costs incurred in this regard shall be for the Customer's account.
- 12.6 Installations are to be performed at the Customer's premises, at a Ctrack Solutions Centre or at one of the Service Provider's Partner Fitment Centres.



Where on site installations require travel in excess of 60kms, a Service Provider kilometre rate of R4.18 [FOUR RAND EIGHTEEN CENTS] excluding VAT, will be charged for the excess kilometres travelled. Installations of the product are to be performed during normal office hours, Monday to Friday 08:00 to 17:00. Any arrangements after these hours, will be charged for as overtime, as an additional charge to the Customer.

- 12.7 The Customer will be entitled to an agreed number of 300 [three hundred] SMSs per month in order to obtain information. In respect of a system test and emergency, polls shall be charged at the usual rate charged by the Service Provider. In the event that the Customer exceeds the allowable monthly usage, the Customer will be charged for such extra usage at 30 [THIRTY] cents, excluding VAT, per SMS.
- 12.8 All additional charges shall be payable by the Customer, in terms of the Service Provider's Standard Rates for any goods and services rendered and charged to the Service Provider's usual customers, which rates are obtainable from the Service Provider's website or upon a written request to the Service Provider. The Service Provider shall inform the Customer of any additional charges and obtain the Customer's approval and signature thereon prior to it being charged.

13 OPERATION IN TERRITORY

The Customer acknowledges that the product will only function in the territory where a GSM network of the GSM service provider is available and picking up a signal in the area where the vehicle is being operated.

14 OWNERSHIP

- 14.1 Ownership of the connected GSM subscription and the Sim Card shall always vest in the Service Provider and/or the GSM service provider.
- 14.2 All products sold to the Customer shall remain the Service Provider's property, until such time as paid for in full.

15 INSURANCE OF UNIT

The Customer is herewith notified that it shall remain the Customer's responsibility to ensure that the product is comprehensively insured at all times, against theft, damage or any other loss not covered under maintenance provided for in terms of this Agreement.

16 DOMICILIA AND NOTICES

16.1 The parties choose as their *domicilia citandi et executandi* for all purpose arising from or pursuant to this Agreement, their addresses as follows:

16.1.1 (NQUTHU LOCAL MUNICIPALITY)

LOT 83
Mdlalose Street
Nquthu,
3135
Tel: 034 - 2716100
Fax: 034 – 2716111

16.1.2 Ctrack Fleet Management Solutions (Pty) LTD

9 Regency Drive, Route 21
Corporate Park,
Centurion, 0157
Tel: 0124502222
Fax: 0315691944
Email: Kagiso.Matsitse@ctrack.com

16.1.3 Ctrack Fleet Management Solutions (Pty) LTD – KZN

55 Columbine Place
Glen Anil
4051
Tel: 031 – 5691979
Fax: 031 - 5691940

16.2 Any party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or poste restante.

16.3 Any notice given by one of the parties to the other ("the addressee") which: -

16.3.1 Is delivered by hand to the addressee's *domicilium citandi et executandi* shall be presumed to have been received by the addressee on the date of the delivery, until the contrary is proved;

16.3.2 Is posted by the prepaid registered post from an address within the Republic of South Africa, to the addressee at the addressee's *domicilium citandi et executandi*, shall be presumed until the contrary is proved, to have been received by the addressee on the 11th day after the date of posting; or

16.3.3 Is faxed to the chosen fax number, will presumed to be received unless the other party proves the contrary: -

16.3.3.1 Within 4 (FOUR) hours after being faxed during normal business; or

16.3.3.2 If not faxed within normal business hours, at twelve o'clock noon on the first day of business that follows the day on which it was faxed.

16.4. Either party shall be entitled, on 7 (SEVEN) days' written notice to the other, to change the address *domicilium citandi et executandi*.

16.11 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

17 CESSION AND DELEGATION

The Customer may not delegate, cede and/or in any other way deal with the product and/or this Agreement without the Service Provider's prior written approval. Likewise, the Service Provider shall not, without the prior written approval and/or notice to the Customer, pledge, cede, assign and transfer any of its rights, title, interest in and to the Product and/or arising under this Agreement, including any of the Service Provider's rights, title, interest in all book debts and other debts and claims of whatsoever nature, present and future due to and to become due to the Service Provider and all rights of action arising thereunder.

18 VARIATION

No addition to or variation, cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

19 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any other party in respect of the performance of any obligation hereunder or enforcement of any rights arising from this Agreement and single or special exercise of any right by any party, shall under any circumstance be construed to be an implied consent of such party or operate as a waiver or novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement or stop such party from enforcing, at any time without notice, strict and punctual compliance with each and every provision hereof.



ACCEPTANCE OF SLA

I MR M.B. JIGANE hereby confirm that I am duly authorised to sign the acceptance of this SLA and my signature hereto indicates that I have accepted the contents thereof.

Dated at NQUTHU on this 06TH day of JULY 2023 in the presence of the witnesses stated hereunder.

Signature: 

(Signed by the Manager, who warrants that he is duly authorised to sign this agreement).

1. Witness Name: PHILA

Signature: 

2. Witness Name: BOVISILE

Signature: 

CTRACK FLEET MANAGEMENT SOLUTIONS (PTY) LTD T/A

Dated at on this 06TH day of JULY 2023 in the presence of the witnesses stated hereunder.

I, _____ warrant that I am duly authorised by a resolution of the company to sign this agreement on its behalf.

Signature: _____

(Signed by the Manager, who warrants that he is duly authorised to sign this agreement).

1. Witness Name: _____

Signature: _____

2. Witness Name: _____

Signature: _____

CONCLUSION

Ctrack's fleet management and tracking packages have been designed for a variety of fleet sizes offering different levels of functionality and protection. Utilising GPS satellite positioning and GSM cellular communication, Ctrack offers advanced telematics information and fleet management services.

Ctrack products address the challenges associated with optimising the reliability and efficiency of the modern fleet and are based on more than 33 years of global fleet management expertise.

We appreciate the opportunity to propose a solution to your fleet management needs.

Ctrack Fleet Management Solutions (Pty) LTD trusts that this detailed proposal clearly indicates the comprehensive nature of our technology & business solutions.

Should you require any additional information or have any queries with regarding this proposal, please do not hesitate to contact me.

Yours Sincerely

Kagiso Matsitse

Executive Director

Ctrack Fleet Management Solutions (Pty) LTD

Tel: (012) 4502222

E-mail: Kagiso.Matsitse@Ctrack.com

