



## Planetron Distributors (Pty) Ltd

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## VEHICLE TRACKING AND RECOVERY SERVICES AGREEMENT

This Agreement is entered into between:

Planetron Distributors (Pty) Ltd (“the Company”)

Building 1, 92 Koranna Avenue, Doringkloof  
Pretoria, Gauteng, South Africa, 0157

And

\_\_\_\_\_ (“the Client”).

### 1. SERVICE DESCRIPTION

The Company provides the following services:

- Installation of a vehicle tracking device @ \_\_\_\_\_ Incl Vat - Once off fee
- Monitoring of the vehicle via available networks @ \_\_\_\_\_ Incl Vat – per month/once off fee
- Assistance with vehicle recovery where applicable @ \_\_\_\_\_ Incl Vat – per month/once off fee
- Remote arming feature where applicable @ \_\_\_\_\_ Incl Vat – per month/once off fee

The Client acknowledges that the service is a risk-reduction tool only and does not prevent theft.

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## 2. NO GUARANTEE OF PERFORMANCE

The Company does not guarantee:

- Prevention of theft
- Recovery of any vehicle
- Response times

The Client understands that vehicle theft may occur rapidly and that the system may not always prevent or mitigate such incidents.

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## 3. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate and up-to-date contact details
- Notify the Company immediately in the event of theft or suspicious activity
- Ensure all monthly instalments are made on time where applicable
- Not tamper with or interfere with the tracking device
- Maintain the vehicle in good working electrical condition

Failure to comply may affect system performance.

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## 4. TECHNOLOGY LIMITATIONS

The Client acknowledges that the system relies on third-party infrastructure including GPS and GSM networks, which may:

- Experience outages or delays
- Be affected by signal interference or jamming
- Fail in underground, remote, or shielded environments

The Company shall not be liable for failures arising from these limitations.

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## 5. RESPONSE AND RECOVERY LIMITATIONS

Where recovery services are provided:

- Recovery is subject to situational risk, access, and cooperation of authorities

- The Company cannot guarantee access to private property or high-risk areas
  - Recovery efforts depend on timing, location accuracy, and external conditions
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## 6. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The Company shall not be liable for any loss, including theft, damage, loss of income, or consequential damages
  - Any liability (if proven) shall be limited to the total fees paid by the Client for the preceding 3 months
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## 7. INDEMNITY

The Client indemnifies and holds the Company harmless against any claims, damages, or losses arising from:

- Theft or loss of the vehicle
  - Failure or limitation of the tracking system
  - Delays or inability to recover the vehicle
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## 8. MONTHLY INSTALMENTS AND PAYMENT TERMS

- Services are subject to a monthly instalment fee billed over a fixed contract period – where applicable
  - Non-payment may result in suspension of services
  - Reconnection fees may apply
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## 9. FIXED-TERM CONTRACT (NO MONTH-TO-MONTH)

- This Agreement is concluded for a fixed term of 36 months (“the Initial Term”)
  - The Company does not offer month-to-month agreements
  - The Client remains liable for all fees for the full Initial Term, regardless of usage or circumstances
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## 10. CANCELLATION POLICY

- Cancellation by the Client prior to expiry of the Initial Term will constitute early termination
  - In such cases, the Client shall be liable for:
    - All outstanding instalment fees for the remainder of the contract term OR
    - An early cancellation fee equal to [e.g. 75%–100%] of the remaining contract value, at the Company's discretion
  - Cancellation must be submitted in writing with 30 days' notice
  - No refunds will be issued for services already rendered
  - The Company reserves the right to cancel the Agreement in the event of:
    - Breach of contract
    - Non-payment
    - Misuse or tampering with the system
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## 11. INSTALLATION AND WARRANTY

- Hardware carries a limited warranty of 12 months against manufacturing defects
  - Warranty excludes:
    - Tampering or unauthorized modifications
    - Damage from vehicle electrical faults
    - Improper installation by third parties
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## 12. DATA PROTECTION AND PRIVACY

The Company will:

- Collect and process location and usage data for service delivery
- Store data securely
- Not share data without consent, except where required by law

The Client consents to such data processing as required for the service.

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### 13. FORCE MAJEURE

The Company shall not be liable for failure or delay caused by events beyond its control, including:

- Power outages or load shedding
  - Network failures
  - Civil unrest, riots, or strikes
  - Natural disasters
  - Any event similar or related to a pandemic
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### 14. DISPUTE RESOLUTION

This Agreement shall be governed by the laws of South Africa.

Any disputes shall be resolved in the appropriate South African courts, unless otherwise agreed in writing.

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### 15. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties and supersedes all prior discussions, representations, or marketing materials.

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### 16. NO END DATE

Upon expiry of the Initial Term, this Agreement shall automatically renew for successive fixed terms equal to the Initial Term, unless either party provides written notice of termination at least 30 days prior to the renewal date.

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Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name & Surname: \_\_\_\_\_ Signature: \_\_\_\_\_

Id no: \_\_\_\_\_

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Signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Name & Surname: \_\_\_\_\_ Signature: \_\_\_\_\_

Duly authorised to sign on behalf of Planetron Distributors.