



Terms and Conditions

Jigsaw M2M Limited Terms and Conditions of Trade:

1. Definitions

JIGSAW M2M LIMITED

Jigsaw M2M Limited, a company incorporated in England with registered number 6080532 whose registered office is at Pemberton Business Centre, Richmond Hill, Pemberton, Wigan WN5 8AA.

CUSTOMER

A person to whom Jigsaw M2M Limited supplies goods or services and its successors in title.

SOFTWARE

Any software products supplied by Jigsaw M2M Limited and any copy or copies thereof and this definition shall include any disk or disks as supplied in connection or association with any such software products or any copy of copies thereof and shall also include any modifications, additions or enhancements to any such software products made, supplied or added by Jigsaw M2M Limited. The definition of software also extends to software uploaded to external servers managed remotely by Jigsaw M2M and to firmware fitted to any Jigsaw Hardware Systems. In particular, the definition of software extends to the software on Jigsaws and other partners servers which is accessed using a web browser.

EQUIPMENT

Any hardware or other items not including Software, supplied by Jigsaw M2M Limited and including any modifications, additions or enhancements to any such hardware or other items, made, supplied or added by Jigsaw M2M Limited.

SERVICES

Any services supplied by Jigsaw M2M Limited.

PRODUCTS

Equipment and Software.

CONDITIONS

These terms and conditions.

REPRESENTATIVE

An officer or authorised employee of Jigsaw M2M Limited or the Customer.

AGREEMENT

A written agreement between Jigsaw M2M Limited and the Customer for the supply of Equipment, Software or Services signed by a Representative of Jigsaw M2M Limited and the Customer, and this term shall include a variation made in accordance with the terms of the Conditions.



LICENCE

The licence to use the Software granted by the Conditions. This includes access to the Jigsaw Web site which requires an annual licence fee payable in advance of use.

MANUALS

The manuals and instructions and other materials supplied by Jigsaw M2M Limited to aid the Customer in the use of the Products. This includes manuals made available through the web site.

2. References

The references in the Conditions to clauses or sub clauses shall be to those in the Conditions, unless the contrary is stated.

3. Contractual Terms

- (a) An enquiry or prospective order from a prospective customer shall not constitute an offer capable of acceptance by Jigsaw M2M Limited.
- (b) A draft Agreement submitted by Jigsaw M2M Limited to a Customer or prospective customer shall constitute an offer made on the terms and conditions contained in that draft Agreement and the Conditions.
- (c) No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of any Agreement simply as a result of such document being referred to in such Agreement.
- (d) If the terms of the Agreement and the Conditions are inconsistent, the terms of the Agreement shall prevail.
- (e) No variation of the Agreement or of the Conditions shall apply unless in writing and signed by a Representative of both Jigsaw M2M Limited and the Customer.
- (f) The terms contained in the Agreement and the Conditions shall constitute the entire agreement between the parties. However, nothing in the Agreement or the Conditions shall exclude liability for fraud or fraudulent misrepresentation.
- (g) Jigsaw M2M Limited shall be entitled to subcontract the performance of all or any part of its obligations under the Agreement or the Conditions.

4. Delivery

- (a) Time shall not be of the essence in relation to delivery and any delivery date specified by Jigsaw M2M Limited for delivery of Products shall be an estimate only. In the event of any delay in delivery the provisions of clause 16 (Delay and Force Majeure) shall apply.
- (b) Delivery shall be at the Customer's expense.

5. Ownership/ Risk

- (a) Ownership and property of the Equipment shall not pass to the Customer until Jigsaw M2M Limited has received in full (in cash or cleared funds) all sums due to it in respect of both the Equipment and all other sums which are or which become due to Jigsaw M2M Limited from the Customer on any account.
- (b) Until such time as the property in Products passes to the Customer, the Customer shall;
 - (i) hold the Products as fiduciary agent of Jigsaw M2M Limited and bailee;
 - (ii) keep the Products (at no cost to Jigsaw M2M Limited) properly stored, protected and insured (for their full price against all risks) and identified as Jigsaw M2M Limited's property;
 - (iii) not destroy, deface or obscure any identifying mark or packaging on correlating to the Projects; and
 - (iv) be entitled to resell at full market value or use the Products in the ordinary course of its business provided it holds the proceeds from the insurance referred to above or any sale on trust for Jigsaw M2M Limited and does not mix such funds with any other money nor pay the



proceeds into an overdrawn bank account.

(c) Until such time as the property in the Products passes to the Customer, the Customer shall deliver up the Products to Jigsaw M2M Limited on demand and if the Customer fails to do so immediately, Jigsaw M2M Limited, its agents and employees may enter any premises of the Customer or any third party where the Products are or may be stored and repossess the Products.

(d) The Customer may not pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Jigsaw M2M Limited, but if the Customer does so all monies owing by the Customer to Jigsaw M2M Limited shall immediately become due and payable.

6. Payment

(a) The Customer shall pay for Products delivered or Services rendered within 30 days of the date of Jigsaw M2M Limited's invoice.

(b) The Customer shall make all payments due under in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Jigsaw M2M Limited has a valid court order requiring an amount equal to such deduction to be paid by Jigsaw M2M Limited to the Customer.

(c) Jigsaw M2M Limited may at its discretion charge interest (both before and after any judgement) on a daily basis on any sum or part thereof outstanding in respect of any invoice in relation to which payment is overdue at a rate of 5% per annum above base rate for the time being in force of Barclays Bank Plc.

7. Price Variation

(a) Any price comprised in the Agreement or otherwise quoted by Jigsaw M2M Limited shall be provisional only and shall be subject to the provisions of this clause.

(b) If Products are ordered to be delivered within 6 months of the date of the Agreement then, subject to the remaining provisions of this clause, the price may be varied if Jigsaw M2M Limited was unable, at the date of the Agreement, to obtain any of the Products comprised in the Agreement or any part or parts thereof at a firm figure, in which event Jigsaw M2M Limited shall be entitled to vary the price in accordance with the figure a which it purchases or is to purchase the items concerned.

(c) If Products are ordered to be delivered beyond six months of the date of the Agreement the price is subject to variation to the price ruling at the time the Products are delivered.

(d) The price of any Products may be varied in consequence of the imposition of any tax or levy on sales or of any other similar fiscal obligation.

(e) Where Jigsaw M2M Limited obtains any products or any part of parts there of from outside the United Kingdom the price may be varied to take account of fluctuations in any relevant rate of exchange.

(f) The price for Services shall be that ruling at the time the Services are supplied.

8. Conditions and Warranties

(a) No condition or warranty is given that the Products are fit for any purpose (whether made known to Jigsaw M2M Limited or not) other than as a fuel management system or part thereof for use in accordance with the authorised operating procedure for the particular Products concerned.

(b) No condition or warranty is given that the operation of the Products of any part thereof will be uninterrupted or error free.

(c) No condition or warranty is given that the Products conform to any specific performance criteria, technical or otherwise, including (without prejudice to the generality of the foregoing), that they operate in any particular manner, that any particular functions are available, that any particular data storage or processing capacity exists or that there is any particular speed with which any function or functions are performed.



- (d) No condition or warranty is given that the Products or any part thereof are compatible in any way whatsoever with any other products, Software, Equipment or other items.
- (e) Save as set out in these Terms and Conditions all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement and these Terms and Conditions.
- (f) Jigsaw M2M Limited shall not be liable in respect of any indirect or consequential loss, or any loss of income or profits, turnover, goodwill, data, contracts, use of money or damages howsoever arising, due to any use of or defect in the Products.
- (g) Jigsaw M2M Limited shall not be liable for any error or omission in the Manuals or for any loss or damage arising there from.
- (h) Jigsaw M2M Limited shall not be liable if the Products or any part thereof shall be altered or modified in any way by any person other than a Representative of Jigsaw M2M Limited or otherwise dealt within any resulting from or attributable in any way to those alterations, modifications or dealings.
- (i) The Conditions or terms of any Agreement shall not exclude or limit any liability that Jigsaw M2M Limited may have in law for any death or personal injury and/or any liability under Part 1 of the Consumer Protection Act 1987 to the persons referred to in Section 7 of that Act.
- (j) Subject to any other terms contained in these Conditions or terms of any Agreement, Jigsaw M2M Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance shall be limited to the price paid for the Products and Services; and Jigsaw M2M Limited shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with these Conditions and/or any Agreement.
- (k) Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data by Jigsaw M2M Limited on behalf of the Customer and against accidental loss or destruction of, or damage to such personal data.

9. Obligations of Customer

- (a) Where any specifications are to be supplied by the Customer in relation to any Products then such specifications shall be supplied to Jigsaw M2M Limited in accordance with any time limit specified by Jigsaw M2M Limited and in any event a reasonable time before the proposed delivery date of the Products concerned.
- (b) Where any preparation of whatsoever nature at or of the site or location at which any installation may take place, Jigsaw M2M Limited, or their distributors or agents, shall inform the Customer of the preparation necessary and the Customer shall make such preparations accordingly and at its own expense within a reasonable time before the proposed delivery or installation date of the Products concerned.
- (c) If Jigsaw M2M Limited is ready, willing and able to deliver or install any Products but any of the necessary preparation or specifications referred to above have not been completed or supplied by the Customer, Jigsaw M2M Limited, their distributors or agents may, at their discretion:
 - (i) Retain the Products or any part thereof until the necessary preparation is complete or specifications are supplied; or
 - (ii) Deliver the Products to the Customer to await installation once the necessary preparation is complete or specifications are supplied;and
 - (iii) In either case invoice the Customer for the Products at the date when delivery or installation would have taken place but for the failure of the Customer to complete the necessary preparation or supply the relevant specifications.
- (d) The Customer shall permit Jigsaw M2M Limited to check the use of the Software or Equipment at all times and for that purpose the Customer hereby irrevocably licenses Jigsaw M2M Limited and/or any of its employees or agents to enter any of the Customers premises.



10. Termination

(a) Jigsaw M2M Limited may terminate any contract subject to all or any of the Conditions and/or any Agreement forthwith by notice in any of the following circumstances:

- (i) If the Customer breaches any term of the Agreement or the Conditions; or
- (ii) If any distress or execution be levied on any of the Customers property or assets; or
- (iii) If the Customer makes or offers to make any arrangement or composition with creditors; or
- (iv) If the Customer being an individual dies or applies for an interim order within the meaning of the Insolvency Act 1986 or has an interim order made against him or being a firm is dissolved or in any case becomes or threatens to become bankrupt or if a receiver is appointed to manage his or their assets or affairs; or
- (v) If the Customer is a limited company and any resolution or petition to wind up the company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a received administrative receiver of such a company's undertaking, property or assets shall be appointed or a petition presented for the appointment of an administrator.

(b) Jigsaw M2M Limited's right of termination shall be without prejudice to any of its other rights whether subsisting by virtue of the Agreement, the Conditions or otherwise and such termination shall not be taken to waive the right to assert or exercise any such rights.

(c) The following provisions shall survive termination of the Conditions and/or the Agreement: clause 1 (Definitions), clause 8 (Conditions and Warranties), clause 12 (Indemnity), clause 14 (Confidentiality), clause 15 (Modifications and Enhancements), clause 18 (Customers Warranty), clause 19 (Waiver of Remedies), clause 21 (Miscellaneous) and clause 23 (Rights of Third Parties).

11. Licence

(a) The Web Software is a proprietary product of Jigsaw M2M Limited's and contains information confidential to Jigsaw M2M Limited and is licensed for use to the Customer.

(b) The Web Software may not be used or dealt with by the Customer in any way not authorised by the Conditions or otherwise expressly authorised in writing by a Representative of Jigsaw M2M Limited.

(c) The Web software is made available only for the use by the end customer and may not be made available to any third party without the express permission of JigsawM2M Limited.

(h) Jigsaw M2M Limited reserves the right, upon breach of any term of the Agreement or the Conditions or otherwise in accordance with the Agreement or the Conditions terminate the Customer's right to use or deal with the Software in any way whatsoever.

(j) The Customer may terminate the Web Access Licence agreement at any time during the year covered by the current licence fee paid, by notifying Jigsaw in writing. No partial rebate will be offered unless agreed in writing by Jigsaw.

(k) Jigsaw M2M Limited may replace or change the Web Software or the Manuals or any part thereof at any time provided that any such changes or replaced software or Manuals shall be of an equivalent standard to that previously installed or supplied by Jigsaw M2M Limited.

12. Indemnity

(a) Jigsaw M2M Limited will indemnify the Customer against any claim made by a third party that the authorised use or possession of the Web Software infringes the intellectual property rights of any third party provided that Jigsaw M2M Limited is given immediate and complete control of such claims, that the Customer makes no admission and does not prejudice any defence to such claims, that the Customer gives all reasonable assistance to Jigsaw M2M Limited in respect of that claim and any counterclaim.



(b) If the Software is modified, amended or enhanced in any way by anyone other than Jigsaw M2M Limited then the Customer will indemnify Jigsaw M2M Limited against any claim that such modifications, amendments or enhancements infringe the intellectual property rights of any third party.

(c) The indemnity outlined in clause 12(a) above is subject to and will not extend to a claim made by a third party that the authorised use or possession of the Software infringes the intellectual property rights of any third party whereby such intellectual property rights have been infringed as a result of any modification, amendment or enhancement made by Jigsaw M2M Limited following specification requested by the Customer, in relation to the Products in accordance with clause 9(a). Furthermore, the Customer will indemnify Jigsaw M2M Limited against any claim that such modifications, amendments or enhancements infringe the intellectual property rights of any third party.

13. Manuals

(a) Ownership of the Manuals and any copies thereof is in or remains with Jigsaw M2M Limited at all times.

14. Confidentiality

(a) Subject to the following provisions of this clause the Customer will keep the System Software Operation, Web Software and the Manuals confidential.

(b) The Customer will not disclose the System Software Operation, Web Software or the Manuals, or allow the Same to be disclosed, to any persons save:

(i) The Customer's own employees and then only those employed who need to have the Software or Manuals disclosed to them for the purpose of the operation of the Jigsaw M2M Limited system, and

(ii) Any person expressly authorised by Jigsaw M2M Limited.

(c) The Customer will make known to any of its employees or any other person to whom the Software or Manuals is or are disclosed that they are confidential and that they owe a duty of confidence to Jigsaw M2M Limited.

(d) The Customer will notify Jigsaw M2M Limited immediately in writing of any breach of confidence in relation to the Software or Manuals of which it becomes aware.

(e) This obligation of confidentiality will not apply to any material which the Customer can show by credible evidence entered the public domain prior to any disclosure by the Customer and otherwise than as a result of breach of any duty.

(f) The Customer will at all times retain the Software and Manuals under its full and effective control and to take security measures to safeguard the Software and Manuals from disclosure to or use by unauthorised person.

15. Modifications and Enhancements

Save as expressly provided by the Conditions or by the Agreement, Jigsaw M2M Limited shall be under no obligation to provide modifications, amendments or enhancements to the Products.

16. Delay and Force Majeure

(a) Notwithstanding any other term in the Agreement or the Conditions, Jigsaw M2M Limited shall not be liable for any delay in performing its obligations if such delay is caused by circumstances outside its reasonable control (including without limitation any delay caused by any act or default of the Customer).

(b) Delay by a subcontractor of Jigsaw M2M Limited shall not relieve Jigsaw M2M Limited from liability for the delay, save where the delay is beyond the reasonable control of both Jigsaw M2M Limited and the subcontractor.



(c) Provided that Jigsaw M2M Limited promptly notifies the Customer in writing of the delay, the reason for it and its likely duration, the performance of Jigsaw M2M Limited's obligations shall be suspended whilst the reason for the delay persists.

(d) Jigsaw M2M Limited shall in any event not be liable for any indirect or consequential loss or any loss of income or profits, turnover, good will, data, contracts, use of money or damages caused by or attributable to any delay.

(e) Either party may, if the delay persists for 28 days, terminate the Conditions by giving reasonable notice in writing to the other.

(f) If termination occurs under the provisions of this clause, neither party shall be liable to the other by reason of such termination save that the Customer shall pay Jigsaw M2M Limited or their Agents, a reasonable sum in respect of any work carried out by it prior to such termination and for that purpose Jigsaw M2M Limited may deduct such sum from any amounts previously paid by the Customer under the Conditions and/or the relevant Agreement (the balance of which (if any) shall be refunded to the Customer).

17. Cancellation

(a) If the Customer at any time, cancels the Conditions and/or the Agreement otherwise than as expressly provided by the Agreement and/or the Conditions, then the Customer shall be liable to pay Jigsaw M2M Limited for any work done or Products installed up to the date upon which Jigsaw M2M Limited received notification of the cancellation, together with an additional sum amounting to 25% of the total sum that would have been, payable to Jigsaw M2M Limited under the terms of the Agreement and/or Conditions had Jigsaw M2M Limited fulfilled all of its obligations there under.

(b) Jigsaw M2M Limited shall be entitled to invoice the Customer for such sums as soon as it receives notice (in whatever manner) of such cancellation.

18. Customer's Warranty

The Customer warrants that it has not relied upon any oral representation made by or on behalf of Jigsaw M2M Limited or upon any description, illustration or specification contained in any catalogue or publicity material produced by Jigsaw M2M Limited which are only intended to convey a general idea of the Products and services mentioned therein.

19. Waiver of Remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement or the Conditions shall prejudice or restrict the rights of that party nor shall a waiver of any of its rights to operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

20. Notices

All notices shall be in writing and shall be sent to the address of the recipient set out in the Agreement or to such other address as either party shall notify to the other in writing in accordance with this clause. Any letter may be delivered by hand, first class prepaid letter or fax and shall be deemed to be delivered if sent by hand when delivered, if by first class post 48 hours after posting and if by fax when despatched provided that in the case of fax a confirmatory copy is immediately despatched by first class post.

21. Miscellaneous

(a) The Conditions and the Agreement shall be governed by and construed in accordance with the laws of England.



(b) The headings to the clauses in the Conditions are for convenience only and do not affect the construction or interpretation of the Conditions or of the Agreement.

(c) Any dispute that arises between the parties concerning any Agreement or the Conditions shall be determined by the High Court of Justice in England and the parties hereby submit to the exclusive jurisdiction of that Court for such purposes.

22. Assignment

Neither party shall assign, transfer or otherwise dispose the Conditions and/or the Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this clause is void. Notwithstanding the foregoing, the Customer acknowledges and confirms that Jigsaw M2M Limited shall be free at any time to subcontract or delegate all or any part of the Services to any other party.

23. Rights of Third Parties

A person who is not a party to the Agreement or the Conditions is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where the Agreement or the Conditions expressly provide that such a person is entitled to enforce any of its terms.