

Product Schedule to the TomTom Telematics General Terms and Conditions – Purchase of Products Terms

Together with the TomTom Telematics General Terms and Conditions, the following terms apply to the purchase of TomTom Products.

1 – Delivery of Products

1.1 Delivery by TomTom shall be deemed to have taken place as agreed upon in the Contract. Transport of the Products to Client shall be performed in accordance with the terms of the Contract. Delivery shall be Carriage and Insurance Paid (CIP Incoterms 2010), unless explicitly otherwise agreed. TomTom is entitled to carry out the delivery in stages and each stage of the delivery may be invoiced separately.

1.2 The Products that shall be delivered by TomTom to Client are listed on the Order confirmation and all Orders placed by the Client are subject to stock being available. An agreed delivery date is not a final deadline, unless expressly agreed otherwise in writing. TomTom will use its best endeavors to timely deliver the Product.

1.3 If the Client refuses or neglects to take possession of the Products, it nevertheless remains obliged to fulfil its payment obligations. In such case, the Products will be stored at the risk and expense of the Client.

2 – Limited Warranty

TomTom warrants to the Client that the Products delivered meet the agreed upon qualities for a period of 12 months after delivery, provided that this warranty does not apply to normal wear and tear, and does not cover any damage caused by misuse, neglect or abnormal storage or usage, including any physical damage to the surface of the Product. In addition, TomTom warrants to the Client that the Product will be free from defects in workmanship and materials under normal use in accordance with its Limited Warranty, the most recent version of which can be found on <https://telematics.tomtom.com/legal>.

3 – Inspection and Claims

3.1 The Client is obliged to inspect, or to arrange inspection of, the Products on delivery, or at least as soon as possible thereafter. In this respect the Client is obliged to ascertain whether the Products meet the requirements of the Contract, namely: (I) that the correct Products have been delivered; (II) that the quantity meets the quantity stipulated in the Contract; and (III) that the Products delivered meet the agreed quality requirements or, in the absence of such agreement, meet the requirements stipulated for normal usage or trade purposes. Should defects be discovered then the Client is obliged to promptly notify TomTom in writing thereof, specifying the nature and type of the claim and in accordance within the Contract.

3.2 The Client is obliged, after timely notification of the claim, to retain the Products until TomTom has had the opportunity to inspect such Products or until TomTom notifies the Client that it waives its right to inspect. The Products can only be returned to TomTom after it has granted its prior written approval (e-mail acceptable) and pursuant to conditions stipulated by TomTom. If TomTom finds the claim to be legitimate, it shall, at its sole discretion, replace the Products or issue a credit note.

3.3 The Client shall at all times be obliged to keep the Products delivered in good and proper order. Should the Client fail to comply with this provision, its right of recovery will lapse.

4 – Retention of Title

4.1 TomTom shall retain all legal and beneficial title to the Products until the Client has paid all amounts outstanding to TomTom, including but not limited to the price for Products delivered and all other sums due to TomTom under the Contract or any other agreements.

4.2 Should the Client be in default under the Contract or should there be good reason to suspect that the Client may default on any of its obligations, TomTom shall be entitled to remove the Products belonging to it from the Client's possession or from the possession of a third party holding the Products on behalf of the Client at the Client's expense. The Client is obliged to render all assistance necessary relating to the removal and will be liable for any reasonable costs in relation to the removal.

4.3 Until title to the Products has passed to the Client, the Client shall store the Products separately from all other goods held by the Client so that they remain readily identifiable as TomTom's property; and (I) not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and (II) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (III) notify TomTom immediately if it becomes subject to any of the events listed in clause 3.2 or clause 3.3 of the TomTom Telematics General Terms and Conditions; and (IV) give TomTom such information relating to the Products as TomTom may require from time to time.