

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

Together with the TomTom Telematics General Terms and Conditions, the following clauses apply to the rental of TomTom's Products.

1 – Undertakings and Obligations of the Customer

1.1 The Client shall: (I) act as a responsible user of the Product; (II) only use the Product for its purpose and in a careful and proper manner in compliance with TomTom's instructions and specifications; (III) procure that all restrictions and obligations imposed upon it by the Contract apply equally to its Affiliates and Users; and (IV) ensure that all such Affiliates and Users fully comply with all such restrictions and obligations.

1.2 The Client shall return the Products after termination of the Contract. Upon return, the Products shall be in substantially the same condition as when first received, with the exception of ordinary wear and tear. The Client shall properly pack for shipment all Products being returned and shall be responsible for any damage caused during the return shipment.

1.3 The Client shall be responsible for, and pay to TomTom on demand, the new replacement cost of any lost or Materially Damaged Products. The Client shall be responsible for rental payments to the date of receipt by TomTom of the replacement cost. "Materially Damaged" in the context of this clause means any damage to the Products to such an extent that the cost to repair equals or exceeds 50% of the fair market value of the Products at that time.

1.4 Without the prior written consent of TomTom, the Client shall not sell, encumber, assign, sublet, remove, alter, modify or repair Products and the Products shall at all times remain under the immediate control, supervision and direction of the Client personally.

1.5 The Client shall comply with all applicable laws and regulations relating to the Products. The Client shall fully cooperate and provide reasonable assistance to TomTom in the event TomTom recalls any or all of its Products.

2 – Delivery of Products

2.1 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.

2.2 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 endeavours to timely deliver the Product.

2.3 If delivery occurred in accordance with the Contract and the Client refuses or neglects to take possession of the Products without just cause, 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.

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. No title or right to the Products shall pass to the Client, except the rights herein expressly granted.

4.2 The Client shall not remove or cover any image on the Products showing ownership of TomTom.

4.3 If any third parties assert or purport to assert or exercise or purport to exercise any right to the Products, the Client shall immediately: (I) inform TomTom of this in writing; and (II) inform the relevant third parties in writing of TomTom's title to that Product.

4.4 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 de-install and 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 de-installation and removal and will be liable for any reasonable costs in relation to the de-installation and removal.

4.5 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) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (II) 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. (III) give TomTom such information relating to the Products as TomTom may require from time to time.

5 – Insurance of Products

The Client shall keep the Products insured against all risks of loss or damage from every cause for not less than the full replacement value thereof and shall provide TomTom proof thereof upon request.