



# Terms & Conditions

## GRS Fleet Telematics Terms and Conditions of Sale

### GENERAL

These Terms and Conditions of Sale (“Terms”) shall apply to all orders for Products and/or Services sold, rented or supplied by GRS Fleet Graphics Limited (“GRS”) (registered in England and Wales no. 09002758) under the brand GRS Fleet Telematics and shall supersede any terms and conditions that previously applied to such orders (as defined as telematics services). Once the Products are installed, the Customer shall be deemed to have accepted these Terms on payment of the first invoice to which these Terms are attached or which these Terms accompany in an invoicing email. Each order for Products and/or Services supplied by GRS shall constitute a separate agreement between the parties, subject in each case to these Terms and the term Agreement shall be construed accordingly.

For the purposes of this document: (i) the term Product shall include any vehicle tracking systems and terminals, antennae, cables and any ancillary equipment and accessories, (including cameras and camera consumables), either specified on the order or otherwise provided to the Customer, (ii) the term Services shall include any delivery, installation, customisation, repair, replacement or hosting of Products or provision of data, reports or other information by any medium, either specified on the order or otherwise provided to the Customer, (iii) the term SIM Card shall mean any subscriber identity module used in any of the Products, (iv) the term Customer shall mean any company, partnership, association or individual entering into a contract for the purchase or rent of Products or Services from GRS. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. The titles for the Sections of these Terms are used only for convenience of reference and organisation and shall not be used to modify, explain, or interpret any of the provisions of the Agreement. Each of the parties agrees that the content of the order and these Terms (including terms expressly incorporated herein) represent the entire agreement and understanding between them in relation to the subject matter of the Agreement. Any notice to be given in respect of these Terms by either of the parties shall be in writing, and delivered to the registered office or principal place of business of the other.

Should these Terms or any other part of the Agreement be translated into a language other than English, this will be for convenience only. To the extent that the meaning in the translated version differs from that of the English version, the English version shall prevail and be regarded as definitive for all purposes.



## **PRICES AND PAYMENT TERMS**

Price quotations are only valid if expressed in writing by GRS and only for the quantity of Products and/or type of Services and time period stated in its quotation. If not stated, the validity period of any price quotation is 30 days.

Prices shall apply as specified in the order and are payable in Sterling and subject to VAT and any other applicable taxes at the applicable rate. GRS Fleet Graphics reserves the right to increase such prices on an annual basis as specified in this section.

Unless otherwise agreed in writing, payment of all invoiced amounts shall be made within 30 days of the date of invoice or before any due date for payment shown on the invoice. If any payment is not made by the Customer by the due date, GRS Fleet Graphics reserves the right to charge interest at the rate of 4% above the Barclays Bank Plc base rate until payment is received in full. Unless otherwise agreed in writing, payment is to be made by direct debit and the Customer agrees to maintain a valid direct debit mandate with GRS Fleet Graphics Ltd. An administration charge of £20 will be made in the case of each failed or cancelled direct debit in addition to interest charges. If the Customer agrees to lease or hire the Products from a third party such as a finance company, it is the Customer's responsibility to ensure that all lease or hire agreements, payment guarantees, acceptance notes and initial payments are completed satisfactorily within 7 days of delivery. If the Customer fails to comply with this requirement or the 3rd party fails to pay GRS within 30 days from delivery then GRS shall invoice the Customer directly for the Products at its published prices and such invoice shall be payable by the Customer within 7 days.

GRS may at its discretion, on an annual basis, increase any then-current prices as follows: the increase in prices shall be a maximum of 5% higher than the percentage increase in the UK Average Weekly Earnings (AWE) Index as published by the Office for National Statistics, based on the year ending two months prior to the month of price increase. In no event shall this calculation result in a decrease in pricing. In the event that two invoices of the same Customer are consolidated, the weighted average of the date of the last price increase shall be used to determine the date of the next price increase on the consolidated invoice.

## **DELIVERY AND INSTALLATION**

All delivery times and dates are approximate, but GRS shall use its reasonable endeavours to respect them. Time shall not be of the essence, and GRS shall not be liable for any loss or damage resulting from late delivery or from its failure to respect an appointment for installation.

To ensure a smooth and successful installation, the customer is required to provide accurate information and prepare the delivery and installation site as reasonably necessary for the service.



By agreeing to these Terms, the customer acknowledges and agrees that (i) the installation site must be accessible, safe, and compliant with all relevant health and safety regulations (ii) all required permissions (e.g., landlord, property management, planning permissions) must be secured in advance (iii) any necessary infrastructure must be ready and functional at the time of installation (iv) any information provided about the site (e.g., measurements, layout, access times) must be complete and accurate.

If our team is unable to complete the installation on the agreed date due to the customer's failure to meet the above obligations, or due to circumstances within the customer's control, the customer will remain liable for (i) call-out charges (ii) labour and travel costs incurred (iii) any non-refundable materials or third-party fees committed to for the installation (iv) a rescheduling fee, where applicable.

We will always attempt to resolve any site issues where reasonably possible, but reserve the right to cancel or reschedule the installation at the customer's cost if proceeding would be unsafe, non-compliant, or technically unfeasible.

If the Customer delays the installation of any Products beyond 30 days from the date of the first Product installation for that order, GRS shall be entitled to deliver the remaining Products to the Customer's delivery address and installation shall be deemed to be complete.

In the event that installation is carried out by the Customer or a person appointed by the Customer, GRS shall not be liable for any loss or damage whatsoever, arising directly or indirectly, as a result of any negligence or failure to follow GRS's written instructions in installing the Products.

## **TITLE AND RISK**

Title in Products purchased by the Customer passes upon the later of full payment or delivery and until then the Customer must (if they have taken possession of the Products prior to payment) insure and store the Products separately and maintain them in good order. Title in Products rented by the Customer shall remain vested in GRS and these Products must be returned to GRS at the expense of the Customer in good working order at the end of such rental and the Customer must have maintained them in good and substantial repair during the period of such rental.

Title in the SIM Card shall remain vested in GRS, or its provider of SIM Cards, in all circumstances. The SIM Card is provided to the Customer free of charge.

Risk in the Products passes to the Customer upon their delivery to the Customer's designated delivery address, regardless of whether installation has been completed or not.



## **PRODUCT USE**

The Customer shall use the Products and Services exclusively for the commercial purposes of its business and not for the private use of the Customer (or any person(s) associated with the Customer) or for any other purpose.

GRS grants to the Customer a non-exclusive, non-transferrable licence to use the Products and Services specified in the order during the term of the relevant Agreement, subject to these Terms. The Customer is not permitted to sub-license or alter the Products or Services in any way without the prior written consent of GRS.

The Customer shall: (i) not sell, rent or otherwise make the Products and Services available to any third party without the prior written consent of GRS; (ii) not reproduce, modify, adapt, disassemble, decompile, recompile or reverse engineer the Products or create derivative works from them, except to the extent necessary to use the Products in accordance with these Terms; (iii) not use the Product to create any product that is substantially similar in its expression to the Product; (iv) not use the Product in any unlawful manner or transmit any material as part of its use of the Products and Services that is unlawful, defamatory, obscene, infringing, harassing, discriminatory or similar; (v) not act in such a way that the operation of the Services, or the operation of any network through which the Services are made available (a "Network") may be jeopardised; (vi) not be involved in any fraudulent or other unauthorized use of the Network or any Services; and (viii) comply with all applicable laws and regulations with respect to its activities. Notwithstanding the above, GRS may enter separate written agreements permitting white-label use of Products and Services, subject to specific terms agreed in writing.

The Customer shall use the Products and Services only in the country in which the Products were originally delivered or in which they were originally installed (The United Kingdom or France). The Customer shall not transport the Products to a different country than the country of their original delivery / installation, unless GRS gives such written permission. In the event that the Customer does use the Products or Services in another country, or otherwise transfers the Products to another country, GRS shall have the right to take such action as is necessary to protect its legitimate business interests (to be determined in GRS's sole discretion), including but not limited to increasing the price or terminating the Agreement.

The Customer agrees that it shall limit its use of those Products and Services which involve the potential for significant transfers of data (the "Variable Data Products and Services") to a reasonable level. The Variable Data Products and Services include but are not limited to the alerts functionality, the GRS Fleet Telematics web service, the integrated cameras and the GRS Fleet Telematics mobile application. The Customer shall not overuse the Variable Data Services and shall limit the transfer of data through such Products and Services to a reasonable level. In the event that GRS, acting in its sole discretion, determines the Customer to be overusing or transferring too much data through any of its Variable Data Products or Services, GRS shall have the right to take such action as is necessary to protect its legitimate business interests (to be



determined in GRS's sole discretion), including but not limited to increasing the price, limiting the use of the Variable Data Products and Services or terminating the Agreement.

The Customer acknowledges that it is solely responsible for the content of the data generated by the Products, including but not limited to vehicle tracking data and camera footage. The Customer shall indemnify and hold harmless GRS and its officers, employees and agents, to the fullest extent permitted by law, against any and all losses, costs, claims and liabilities whatsoever arising in any way directly or indirectly out of or in connection with the content of such data, including without limitation investigations and prosecutions, and claims for libel, slander, infringement of copyright, breach of data protection legislation, breach of other applicable laws, personal injury or death. GRS shall be under no obligation to mitigate any of the above.

## **PERSONAL DATA USAGE**

We are committed to protecting your personal data and complying with the General Data Protection Regulation (GDPR). In accordance with Article 6(1)(f) and Recital 26 of the GDPR, we may process your data in an anonymized form for legitimate business purposes, including statistical analysis, service improvement, and research and development.

Personal data that is anonymized is no longer considered personal data, as it does not allow for the identification of a specific individual, directly or indirectly. Once data has been fully anonymized, it is no longer subject to GDPR obligations.

Specifically, we may use anonymized data to (i) Analyze trends and usage patterns across our platform (ii) improve our services and user experience (iii) generate aggregated reports and metrics (iv) conduct internal research or share insights with partners or the public, provided the data remains fully anonymized and cannot identify any individual.

The Customer acknowledges and agrees that GRS may collect, process, and use data generated by the Products and Services (including but not limited to location data, vehicle telemetry, usage patterns, and network connectivity information) for the following purposes (i) research and development of new products and services (ii) network optimization and infrastructure planning (iii) machine learning and artificial intelligence development (iv) creation of aggregated datasets and industry benchmarks (v) statistical analysis and pattern recognition (vi) predictive modeling and service improvements (vii) development of value-added services and features.

We will only anonymize your data after applying appropriate technical and organizational measures to ensure the irreversibility of the anonymization process. Anonymized data will never be used to make decisions that affect you personally. We will not attempt to re-identify anonymized data or permit any third party to do so.

If you would like more information about how we anonymize data or your rights under GDPR, please refer to our Privacy Policy on our website: [www.grsft.com](http://www.grsft.com)



## **IMMOBILISATION FEATURE**

Some of our Services include the ability to remotely immobilise a vehicle equipped with our technology, either manually (via the user interface) or automatically.

By using this feature, you acknowledge that remote immobilisation can affect the ability to operate or move the vehicle and that it should only be used in accordance with applicable laws and safety considerations. The Customer acknowledges that they use this feature entirely at their own risk and assumes all responsibility for its use.

The Service is intended to be used only when the vehicle is stationary or in a safe condition to be immobilised.

The Customer is solely responsible for ensuring that the use of the remote immobilisation feature (i) is lawful in its jurisdiction (ii) is not activated while the vehicle is in motion or in a manner that could endanger passengers, other road users, or property (iii) is consistent with all relevant safety protocols and manufacturer guidance (iv) is activated with the proper authorisation from the vehicle owners/operators.

While using the immobilisation, the Customer must: (i) verify the vehicle is stationary and in a safe location (ii) ensure compliance with all applicable laws (iii) maintain adequate insurance covering potential liabilities (iv) train all users on proper safety protocols (v) implement internal controls to prevent misuse

GRS expressly disclaims all liabilities whatsoever for (i) any direct or indirect damages resulting from the improper or unauthorized use of the immobilisation feature (ii) death, personal injury, accidents, collisions, or incidents, property damage, or financial loss resulting from the use, delay, failure, or malfunction of the remote immobilization system (iii) any claims by third parties, any criminal or civil penalties (iv) damages caused by third-party tampering, cyberattacks, or loss of connectivity affecting the Service (v) losses resulting from the Customer's failure to comply with applicable legal or contractual obligations regarding vehicle usage and control.

The Customer shall fully indemnify, defend, and hold harmless GRS, its officers, employees, agents, and affiliates from and against ALL claims, damages, losses, costs, and expenses (including legal fees) arising from or related to the Customer's use or misuse of the immobilisation feature, regardless of the theory of liability.

The Customer acknowledges that immobilisation technology may fail, be circumvented, or malfunction, and GRS makes no warranties regarding its effectiveness or reliability.



## **RECOVERY SERVICE**

GRS offers a vehicle recovery service by default. While GRS utilizes advanced tracking technologies, expert recovery providers, and proven operational methods, we do not guarantee the successful recovery of every vehicle.

Vehicle recovery services are performed by independent third-party recovery providers ("Recovery Provider") who operate under their own terms and conditions. GRS acts solely as an intermediary to facilitate access to these services.

When requesting recovery services, the Customer enters into a direct contractual relationship with the Recovery Provider. The Recovery Provider's terms and conditions will apply to all recovery attempts.

The Customer will be charged by the Recovery Provider for ALL recovery attempts, whether successful or unsuccessful. Charges apply from the moment recovery is initiated. Recovery fees are set by the Recovery Provider and may vary.

Recovery logs and reports will be provided directly by the Recovery Provider according to their procedures.

Our Recovery Partners have maintained an average recovery success rate of approximately 91% (based on historical performance across currently supported regions and case types). However, this figure is provided for informational purposes only and does not constitute a contractual guarantee or warranty of results in any individual case.

The Vehicle Recovery Service is provided "as is" and "as available", without any express or implied warranties, including but not limited to (i) warranty of successful vehicle recovery (ii) warranty of recovery within a specific time frame (iii) warranty of prevention of theft, vandalism, or damage (iv) any warranty regarding the accuracy, completeness, or uninterrupted availability of tracking data.

To the maximum extent permitted by applicable law, GRS expressly disclaims all warranties, whether express, implied, statutory, or otherwise.

In no event shall GRS, its affiliates, officers, employees, or partners be liable for (i) actions or omissions of Recovery Providers (ii) delay or failure to recover a stolen, lost, or missing vehicle (iii) damages to the vehicle or its contents, third-parties before, during, or after recovery (iv) fees charged by Recovery Providers (v) any incidental, indirect, punitive, or consequential damages, including loss of use, loss of data, or loss of income (vi) user actions or omissions that interfere with the effectiveness of the Service (e.g., deactivating the tracking device, not reporting the theft promptly, etc.).



The Customer should ensure they understand and accept the Recovery Provider's terms before requesting recovery services.

## **WARRANTIES**

GRS warrants to the Customer that the purchased vehicle tracking terminal products (TCSVs) will be free from defects for a period of 12 months from delivery unless otherwise stated in the order. Should the TCSVs be defective within this period, GRS will repair or replace them within a reasonable time using components or replacements that are new, or equivalent to new. In the case of TCSVs rented from GRS this guarantee will continue for the duration of the Product rental. This warranty shall not apply in respect of normal wear and tear to a Product or in the event that any defect, deterioration or malfunction of a Product arises due to misuse, negligence or lack of maintenance or supervision by the Customer, or due to any shock, fall or other accident involving the Product, or in the event of technological obsolescence outside of GRS's reasonable control, or due to the shutdown of a generation of Network by GRS's provider.

Where a Product is not covered by warranty and GRS agrees to issue a free of charge replacement, the Customer agrees to maintain the Services associated with that Product for a minimum period of 12 months.

GRS does not warrant that the Products or Services are fit for any particular purpose, nor that that the Services will be without disruption, nor that any Products or Services will generate any financial saving or benefit for the Customer, nor that any reports, data or information provided as part of the Services will be free from errors, omissions, inaccuracies or nonconformities, and GRS shall have no liability or obligation to the Customer in this respect except as provided hereunder. Subject to GRS's data protection obligations under the Agreement, GRS shall not be liable and makes no warranty for the security or integrity of any connection or transmission used in the provision of the Services. GRS shall not be liable for and provides no warranty for any damage caused by the Customer or his representative or any unauthorised 3rd party through incorrect installation, use, modification or repair of the Products, nor for any accidental or other damage to the Products caused by any party or external force.

All Products that are not manufactured by GRS (including, without limitation, the cameras) are subject to the terms of the warranty of the manufacturer of the Products and GRS does not provide any warranty in respect thereof.

Whilst GRS uses reasonable endeavours to minimise the risk of any security vulnerability in its systems, the Customer acknowledges that its use of the Products and Services, and its communications with GRS, present a level of inherent cyber risk, particularly where the Customer does not itself implement adequate cyber security measures. As such, subject at all times to its data processing obligations under the Agreement, GRS shall not be liable for any loss incurred by the Customer as a result of any virus, malware or other harmful software introduced to the Customer's information systems, or any third-party access unlawfully gained to the



Customer's information systems, where such events take place beyond the reasonable control of GRS.

## **HIGH-RISK DISCLAIMER**

GRS Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines or any other application in which the failure of the Products or Services could lead directly to death, personal injury or severe physical or property damage (collectively, "High-Risk Activities"). GRS expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

## **INTELLECTUAL PROPERTY RIGHTS**

GRS retains all copyright, rights in inventions, rights in designs, database rights and other intellectual property rights in the Products and Services and the results of the Services. Nothing transfers or shall oblige GRS to transfer to the Customer any such intellectual property rights, and all rights thereunder that are not expressly granted to the Customer in these Terms are reserved to GRS. All intellectual property rights subsisting in the database accessible via the Services and each and every piece of information provided through the Services (the 'Information') is owned by GRS or the providers of such information. The Customer may use Information retrieved from the Services only for its own purposes which means (without limitation) that the Customer may not sell, resell, retransmit or otherwise make the Information retrieved from the Services available in any manner or on any medium to any third party unless the Customer has obtained GRS's prior written consent. GRS may use the Information, in an aggregated form, with data from other vehicles, to monitor road usage, provide information regarding traffic flow and journey times and to analyse general driving behaviour. This aggregated data, which shall contain no personal data or confidential information of the Customer, may be shared with or supplied to third parties by GRS.

## **SIM CARDS**

The Customer shall not remove, or permit or allow others to remove, any SIM Card from any of the Products. The Customer is responsible for the loss or theft and any consequent (including fraudulent or improper) usage of the SIM Cards. In the event that GRS has reasonable grounds to believe that the Customer may be in breach of the provisions of this clause, GRS may, at its sole discretion, discontinue the provision of Services to the Customer on any one or all of the Products supplied to the Customer.



## **CONFIDENTIALITY**

Both GRS and the Customer must treat all information received from the other marked 'Confidential', or which a reasonable person would understand to be confidential, as it would treat its own confidential information. For the avoidance of doubt, information which has lawfully entered the public domain or is required to be disclosed by law shall not be considered confidential information. Information that is to be considered confidential may include, but not be limited to: business plans, lists of customers, operational and technical data and product plans. The provisions of this clause shall survive the termination of any contract between the Customer and GRS by three years.

## **LIABILITIES**

Nothing in the Agreement shall exclude or limit GRS's liability for death or personal injury caused by GRS's negligence nor its liability for fraudulent misrepresentation or otherwise insofar as such exclusion or limitation of liability is void, prohibited or unenforceable under applicable law; and any term that has the object or effect of excluding or limiting GRS's liability is subject to this sentence. Subject to the other terms of this section, GRS's total liability for any one claim or for the total of all claims arising from one act of default on GRS's part arising under or in connection with the Agreement (whether in tort, contract, negligence, under indemnity or otherwise) shall not exceed the total amount paid by the Customer for the Products or Services in respect of which the relevant claim is made and, in any event, GRS's total liability in respect of all claims brought during any calendar year shall not exceed the total amount paid by the Customer in that calendar year. In the case of any claim made against GRS for disruption to the Services or any errors in the Information provided, GRS's liability shall not exceed the total price paid by the Customer for the Services in relation to the period of time during which such disruption or errors subsisted and only in respect of those Products for which the Services were affected. GRS shall not be liable to the Customer under or in connection with the Agreement (whether in tort, contract, negligence, under indemnity or otherwise) for any direct or indirect loss of revenues, profits, contracts, business, anticipated savings or other economic loss, or for loss of data, or for any special, indirect or consequential losses.

## **REFUNDS AND CANCELLATIONS**

Once paid, fees for Products and Services are non-refundable unless GRS chooses, acting in its sole discretion, to refund the payment or it is legally obliged to do so. The Customer may not cancel or terminate the Agreement during the Initial Term for any reason except material breach by GRS.

The Customer remains liable for all fees for the entire Initial Term, regardless of whether Services are used. Early termination charges equal the full remaining value of the Initial Term, payable immediately upon termination.



The following charges are applicable to GRS's Products and Services on cancellation of a Product rental, a Service or the Agreement:

- Termination prior to any Minimum Period specified in the Agreement (as defined in the relevant order): the equivalent value of the Minimum Period
- Professional removal and reinstallation of a TCSV: £120

On cancellation, rented Products must be returned to GRS in good working order and rental charges shall apply until such Products are returned.

In the case of Products purchased by the Customer, the Customer shall be fully responsible for financing and implementing the environmentally sound disposal (or a suitable alternative) of the Products when they are no longer required and it shall do so in full compliance with all applicable laws and regulations, including but not limited to the Waste Electrical and Electronic Equipment Regulations 2013 ('WEEE'). Alternatively, the Customer and GRS may mutually agree for the Products to be sent to GRS (at the Customer's cost) and for GRS to arrange for the environmentally sound disposal (or a suitable alternative) of the Products.

## **AUTOMATIC RENEWAL**

This Agreement shall commence on the Installation of the Products and shall continue for the initial commitment period (the Initial Term) agreed between GRS and the Customer. Upon expiry of the Initial Term, the Agreement shall automatically renew for successive renewal periods of the same duration as the Initial Term (each a "Renewal Term"), unless either party gives written notice to the other of its intention not to renew.

Such notice must be received no less than 30 days prior to the end of the Initial Term or any subsequent Renewal Term.

Billing will continue on a monthly basis throughout both the Initial Term and any Renewal Term(s), unless otherwise agreed in writing.

All terms and conditions of this Agreement shall remain in effect during any Renewal Term unless expressly amended in writing and signed by both parties.

Nothing in this clause affects either party's rights to terminate the Agreement in accordance with its termination provisions.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



## **FORCE MAJEURE**

GRS shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under the Agreement or loss or damage of any Products due to acts of God, war, riot, civil commotion, embargo, strikes, fire, theft, pandemic, epidemic, national health emergencies, delay in delivery or services of subcontractors or sub-suppliers or the non-performance of a subcontractor or sub-supplier due to a force majeure event, a cyber attack on GRS's systems, shortage of labour or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of GRS.

## **TERMINATION**

The Customer may not cancel or terminate the Agreement until the Initial Period specified in the Agreement has expired, following which either the Customer or GRS may give one month's notice to terminate.

GRS may also terminate any Agreement with the Customer at any time (whether within the Minimum Period or not) if (i) the Customer commits a material or persistent breach of one or more Agreements and fails to remedy this within 30 days of written notice, or (ii) the Customer does any act that might jeopardise the continuance of the Services.

If the Customer fails to pay any undisputed amount due under this Agreement within 14 days of receiving written notice of non-payment, GRS may, at its sole discretion either (i) Suspend all or part of the Services immediately until full payment (including any accrued interest and fees) has been received or (ii) Terminate this Agreement immediately by written notice to the Customer.

Termination or suspension under this clause shall be without prejudice to any other rights or remedies available to GRS, including the right to (i) charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (ii) Recover all outstanding fees, costs, and expenses incurred up to the date of suspension or termination, including reasonable legal fees. For the sake of clarity, if GRS suspends or the Services or terminates this Agreement, the Customer remains liable for the payment of the entirety of the fees owed to GRS for the remaining period of engagement.

Repeated late or non-payment shall be considered a material breach of this Agreement and may result in termination or other legal action.

Any provision of the Agreement which is expressly or by implication intended to survive expiry or termination of this Agreement shall survive and continue in full force and effect.



## **DISPUTE RESOLUTION**

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the parties shall use all reasonable efforts to resolve the matter amicably through good faith negotiations.

The parties shall first attempt to resolve the dispute informally by escalating the matter to a senior representative of each party. Such discussions must commence within 10 business days of one party notifying the other in writing of the dispute.

If the dispute is not resolved through informal negotiation within 30 days of notification, either party may propose that the dispute be referred to mediation in accordance with the rules of the Centre for Effective Dispute Resolution (CEDR) or another recognised mediation body agreed by both parties. Mediation will take place in the United Kingdom and in the English language.

If the dispute is not resolved by mediation within 60 days of the start of the mediation process, either party may commence legal proceedings.

## **ASSIGNMENT**

The Customer shall not assign its rights or obligations under the Agreement, in whole or in part, to any third party without GRS's written approval. GRS Fleet Graphics may assign its rights or obligations under the Agreement, in whole or in part, to any third party without the Customer's approval, provided that it gives the Customer no less than 30 days' notice of such assignment. As the result of the Assignment, the Customer will promptly assign the direct debit payment of the recurring fee to the legal entity the Agreement has been assigned to.

## **DATA PROTECTION**

GRS's Data Processing Terms, covering GRS's processing of personal data, form part of these Terms and are available from <https://grsft.com/privacy-policy>. In the event of any discrepancy between these Terms and GRS's Data Processing Terms, these Terms shall take precedence. For the avoidance of doubt, the exclusions and limitations of liability expressed in these Terms shall also apply to all liability arising under or in connection with GRS's Data Processing Terms.

## **VARIATION**

To the extent permitted by law, GRS reserves the right, in its sole discretion, to revise or modify these Terms (including GRS's Data Processing Terms) from time to time without notice to the Customer, provided that in doing so it acts reasonably and any revisions or modifications do not materially change the overall substance of the Agreement.



The Customer's continued use of the relevant Products and Services shall constitute its acceptance of such revised or modified terms.

## **GOVERNING LAW AND JURISDICTION**

The Agreement shall be construed in accordance with English law, and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Registered Office: GRS Fleet Graphics Ltd, Mitchell House, Hardley Ind Estate, Hythe, Southampton, Hampshire SO45 3YH

VAT Number: GB 1858 643 60

UKs Best Vehicle Tracking System