

GENERAL TERMS AND CONDITIONS OF SALE

1. OVERVIEW

1.1 These general terms of sale apply to all the goods and services (hereinafter the “Products”) offered by EMA d.o.o. (hereinafter EMA), and specifically: equipment rental, hardware sales, services, software licensing. Special terms and conditions that are specific to the above mentioned products and services as well as to certain products, services, third party content, software and/or third party systems, are implied too and shall in such a case form an integral part of these General Terms and Conditions. Certain goods or services require the gathering of personal data concerning the Client. The latter declares that it has become acquainted with and accepts without reservations EMA’s terms of use of personal data that are accessible on the web site corresponding to the product or service used and that form an integral part of these General Terms and Conditions of sale. The products and services offered by EMA are directed at companies that are duly registered in Slovenia or abroad (hereinafter the “Client”). Under no circumstance may the Client therefore be considered as a consumer and purport thereby to benefit from any consumer protection regulation. The mere act of the Client placing an order shall automatically imply that it is fully aware of and familiar with these General Terms and Conditions and, save in case of a provision that stipulates otherwise and that is duly accepted by EMA, shall imply that the Client accepts that these General Terms and Conditions apply to its order. No other terms and conditions may prevail over these general terms of sale, unless they have been previously and expressly accepted by EMA. Any contradictory condition imposed by the Client shall therefore be discarded in the absence of express approval by EMA, regardless of when it was brought to its attention. The fact that EMA does not avail itself of any one of these General Terms and Conditions of Sale at any moment in time cannot be interpreted as being tantamount to a renunciation to avail itself subsequently of any one of these conditions. EMA shall be entitled to modify these general terms of sale at any moment in time, without notice, it being understood that such modifications shall be inapplicable to any orders previously accepted by EMA, subject to availability.

2. OFFERS AND ORDERS

2.1 All offers without any adequate written order of a Client are considered non-binding by EMA. EMA guarantees the conditions stated in the offer and proforma invoice only within the validity of the option or proforma invoice.

2.2 The Client may place orders with EMA by post, facsimile or e-mail. The order is considered complete when it contains all data needed for the production of goods, especially, but not only, the quantity, quality, type, design, specific characteristics and intended use of goods, place and foreseen deliveries. If any data are missing, it is considered that the contractual parties have agreed on standard properties of the EMA goods.

2.3 Any order placed with EMA shall give rise to an acknowledgement of receipt, recapitulating the data of the order, which shall be sent to the Client by fax or by e-mail. Orders can no longer be modified or cancelled after EMA sends its Order confirmation to the Client.

3. PRICES

3.1 The goods, for which EMA has confirmed the order, shall be delivered at a price valid at the time of the order. The price agreed is valid for the conditions agreed in the Order confirmation. EMA is entitled to change a price of the Goods or Services following any changes in the Specification

(quantities, design...) made at the request of the Client and agreed by EMA or to cover any extra expense as a result of the Client instructions or lack of instructions.

3.2 The prices are quoted ex-works Slovenia if not stated otherwise, not including delivery, but including standard packaging. All possible levies including taxes, customs, fees, etc. are costs of the Client if not agreed otherwise (in Order confirmation).

4. PAYMENT

4.1 The Client shall effect payments in accordance with the agreed and defined terms of payment in the Order confirmation or in the contract. As long as nothing particular has been agreed upon, proforma invoices shall be payable in advance in full before delivery without deductions and free of charges: without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Client is required by law to make any such deduction or withholding.

4.2 The payment is considered made when the money is on the EMA account.

4.3 In addition to the rescission of the contract as stipulated by the article entitled "Rescission", any failure to pay any moneys that are due may, at the discretion of EMA, lead as of right and without any need for any prior notice, to the charging of interest for late payment which shall be incremented by any applicable taxes, as well as by the costs and fees incurred in recovering the moneys, including legal expenses. This interest shall be calculated based on the entire moneys that are still owed by the Client, from the day when they become due until the day when they are paid, at the official Slovenia late payment rate, for each day of delay.

4.4 In case the Customer is in default with payment we may postpone any act necessary to fulfill our contractual obligations until the outstanding payment is effected. In such case, the period of delivery will be reconfirmed. In addition, we have the express right to withhold - to a reasonable amount and extent - deliveries of other orders of the Customer and - as from the beginning of the default in payment - to carry out such deliveries only against cash in advance or against cash on delivery as well as to declare any outstanding invoice to be due for immediate payment, even in case longer periods of payment had been agreed upon.

4.5 After expiry of a reasonable period of time set by us, we shall be entitled to terminate the contract without further notice and to call back the goods and services rendered or to claim partial payment. Any further claims for damages remain unaffected.

5. RETENTION OF TITLE

5.1 The goods remain the property of EMA until total liabilities of the Client are covered regardless of their basis.

5.2 If the Client acts contrary to the Order Confirmation or contract concluded, especially in case of delay in payment, EMA is entitled to take back the goods.

6. DELIVERY

6.1 Unless otherwise expressly specified in the written acknowledgement of order, delivery of the Goods will be made ex-works as defined in INCOTERMS 2010. The Services will be performed at the Service Point. Delivery of the Goods or performance of the Services will be made during EMA's usual business hours which are Monday to Friday from 7:30 to 15:30 (national Slovenian holidays excluded).

6.2 EMA will use reasonable endeavours to deliver and perform each of the Client's orders for the Goods and Services within the time agreed when the Client places an order and EMA provides the acknowledgement of order and, if no time is agreed, then within a reasonable time, but the time of delivery and performance will not be of the essence. If, despite those endeavours, EMA is unable for any reason to fulfill any delivery or performance on the specified date, EMA will be deemed not to be in breach of this Contract, nor (for the avoidance of doubt) will EMA have any liability to the Client for direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in delivery or performance except as set out in this condition. Any delay in delivery or performance will not entitle the Client to cancel the Contract unless and until the EMA has given one hundred and twenty days' written notice (or such longer period specified in the written acknowledgement of Contract) to EMA requiring the delivery or performance to be made and EMA has not fulfilled the delivery or performance within that period.

6.3 The Client will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labor for loading the Goods. If the Client fails to take delivery of any of the Goods when they are ready for delivery or to provide any instructions, documents, licenses or authorizations required to enable the Goods to be delivered or Services to be performed on time (except solely on account of EMA's default), the Goods or Services will be deemed to have been delivered or performed on the due date.

6.4 The Client shall provide or procure the provision to EMA of all facilities and such other assistance and services as may be necessary to the extent and quality necessary to enable EMA to fulfill its obligations under the Contract. This assistance shall include (but not be limited to) the timely provision of and access to information, data, accommodation, computing resources, appropriate Client employees and a safe working environment.

7. THE OBLIGATIONS OF EMA

7.1 In the case of sale or rental of products, EMA pledges to deliver the hardware that is bought or rented in accordance with the order. In the case of any other service, the parties hereby acknowledge and agree that EMA and its partners shall be bound by an obligation to use the requisite means as part of the performance of the contracts drawn up and signed based on these General Terms and Conditions. The Client acknowledges and agrees that the goods and services offered by EMA implement complex technologies, in particular in the case of the geo location and data gathering systems deployed, and that EMA cannot guarantee that these services shall operate without interruption or without errors or shall be accessible without geographical limitations. EMA, its subsidiaries, subcontractors and commercial partners cannot under any circumstance guarantee the punctuality of the provision of the data, its accuracy or its suitability for any purpose whatsoever and they cannot be held responsible for any damage that may result from the faulty operation of the products and services on offer. It is therefore up to the Client to secure information on the limitations to the uses of the products and services of EMA and to perform prior tests before any effective use of the said products and services.

8. WARRANTY – LIABILITY

8.1 EMA hereby disclaims liability for any damage caused to the property or personnel of the Client or to third parties owing to the use of the products and services whatever the cause thereof and in particular, but not limited to, any direct or indirect damage, such as loss of contracts, loss of clients and in general, any commercial disruption suffered by the Client. Given that the delays affecting geo-



location systems are beyond human control, the figures quoted are merely indicative and the delays experienced can sometimes be significant. Therefore, EMA shall not be liable in case of any use of its products and services to ensure the safety of property and people, given that the products and services offered by EMA were not designed for such applications. The Client pledges not to bring any claims or action against EMA, its subsidiaries or its servants and agents, nor against its commercial partners, and specifically those which operate the communication networks involved; the Client pledges to compensate the said natural and legal persons for any claim or action brought by a third party and any court award of damages, or any losses or other expenses incurred in connection with the said claims or actions (including attorneys' fees), if the said complaint or action is founded, whether directly or indirectly, wholly or partly, on the provision or failure to provide the services. In the event that this liability clause should run counter to the provisions of any other document issued to the Client or of any other agreement, whether written or verbal, between the Client and EMA, the provisions of this liability clause shall prevail over the said document or agreement, unless the parties agree otherwise in writing. In any event, the liability of EMA may not exceed the sum total of the moneys invoiced to the Client during the 12 months prior to the fact that generated any grounds of liability likely to be borne by EMA.

8.2 Client should follow Return Material Authorization (RMA) procedure and complete the RMA form (accessible at rma.bluetraker.com). All returned material must have a valid RMA number. This number is necessary to ensure proper tracking and handling of returned material at the factory. Do not return any hardware until an RMA is issued.

8.3 All claims filed for hardware units that fail (under warranty) will be repaired or replaced within sixty (60) day period, which starts when the items are delivered to EMA. Such repairs or replacement will be made at no charge to the Client for parts or labor, provided the Client shall be responsible for any transportation cost.

9. PRODUCT RECALL

9.1 If there is a recall of any of the products or any of its components the Client shall provide reasonable assistance to Ema in developing a recall strategy and shall cooperate with Ema and the end buyers and any applicable governmental agency, entity or authority ("Governmental Body") in monitoring the recall operation and in preparing such reports as may be required. No Client shall voluntarily initiate any recall of products without the prior written consent of Ema not to be unreasonably withheld. Each Client shall, at the request of Ema or any Buyer give Ema and each Buyer all assistance in locating and recovering any products or recalled products that are not in accordance with the requirements of the order. Each Client shall immediately notify and provide copies to Ema of any communications, whether relating to recalls or otherwise, with any Governmental Body. The Client will not disclose or make available to any third party any information related to the recall.

10. THE CLIENT'S OBLIGATIONS

10.1 The Client pledges to comply with the normal use of the products and services to which it has access. Any use that is considered abnormal by EMA or by an operator associated with the deliverance of the products or services may lead as of right, and without any prior notice, to the rescission of all contracts that are under way at the time, in keeping with the terms of the article entitled "Rescission", without precluding any damages that are likely to be claimed from the client in keeping with the terms of the article entitled "Compensation". The Client shall be responsible for the acquisition, the

implementation and the maintenance of the IT and telecommunications resources needed for the use of the products and the access to the services subscribed to from EMA.

11. COMPENSATION

11.1 In the event of a breach of these General Terms and Conditions and/or of a violation of the prevailing laws or regulations, the Client pledges to guarantee and to compensate EMA for any damage, whatever the nature thereof, any complaint or court proceedings arising from third parties or from the technical and commercial partners of EMA in connection with the Client's use of the products and services of EMA. This warranty shall cover in particular: any awards including any compensation or damages, as well as lawyers' fees and legal costs.

12. IDENTIFIERS

12.1 The use of certain products or services requires the prior allocation of an identifier, a password and/or a physical key (smartcard, USB key, etc.). These identification elements are strictly personal and confidential and must not be disclosed or shared with third parties. Under no circumstance shall EMA be liable for the loss of its identification elements by the Client. The Client shall bear full liability for the use of its identification elements by both itself and/or by third parties, as well as for the actions or declarations made via its identifiers, be they fraudulent or not. The Client hereby guarantees EMA against any claim in this respect. Moreover, EMA does not have the means to check the identity of the persons accessing its services and cannot therefore be liable for same. If the Client has reason to believe that a person is using its identification elements, it must immediately refer this to EMA in order to ensure that the appropriate measures are taken. The terms and the costs that are applicable to renewals of the identification elements are set out in the special terms and conditions relative to each product or service offered by EMA.

13. GENERAL RULES APPLICABLE TO USAGE AND STORAGE

13.1 The Client hereby acknowledges and accepts the characteristics and the limitations imposed by EMA and its partners on the use of the products and services. Specifically, the Client acknowledges that EMA and its partners can set and determine the authorized duration or the volume of any communications, or the maximum volume of data stored, depending on which service is subscribed to.

14. RULES GOVERNING THE USE OF THE NETWORKS

14.1 The Client, as the user of a product and/or of a service offered by EMA, declares that it acknowledges and accepts the characteristics and the limitations of the telecommunication networks to which it may have access. The Client acknowledges in particular:

- that it is aware of the nature of the network used and, in particular, of its technical performance and of the response times for viewing, querying and transferring data and information,
- that the data transiting over the networks is not necessarily protected, for instance against any misuse or misappropriation,
- that the Client's disclosure of its identifiers to third parties, and, in general, of any information deemed confidential by the Client, shall take place at its own risk,
- that it is up to the Client to take all appropriate measures so as to protect its own data and/or software from contamination by viruses,
- that the data to which it has access may be regulated in terms of usage or may be protected by a right of ownership.

14.2 In general, the Client shall bear full liability for all of the data and information that it transmits and receives via the products and services of EMA.

15. SUSPENSION

15.1 EMA and its partners shall be entitled to suspend, at any moment in time, the access to and the use of the services for a limited period of time for internal and/or technical reasons as well as in the event of a breach of these General Terms and Conditions and/or in the event of a violation of the prevailing and applicable statutory and regulatory provisions. In case of a suspension justified by internal and/or technical reasons, EMA and its partners shall endeavour to inform the Client beforehand prior to the scheduled date of the suspension of the access to the Services. In case of a suspension that is made necessary owing to a breach of the General Terms and Conditions or owing to a violation of the prevailing statutory and regulatory provisions, this suspension shall take place on the date on which the Client receives or on the first attempt to deliver to the Client a letter, or e-mail notification.

16. RESCISSION

16.1 The contracts that are drawn up based on these General Terms and Conditions may be rescinded as of right by EMA, without providing any notice or accomplishing any formality beforehand, in the event of non-performance of a single term of the contract and/or of these General Terms and Conditions, such as in the event of non-payment of a single invoice, any reduction of the guarantees and sureties provided, the seizure or sale of the leased hardware, as well as if the Client disappears, is wound up or ceases to trade. If the Client has signed several contracts with EMA, the rescission of one of them may, at the discretion of EMA, lead to the rescission of the others, with the application of the compensation stipulated by each of them. In the case of the rescission of a rental agreement, the Client shall have an obligation to immediately return the leased hardware to the premises of EMA. Should the Client fail to do so, the Client acknowledges and agrees that EMA shall be entitled to commission the removal of the equipment wherever it be found, at the expense of the Client, whether amicably, or pursuant to a ruling handed down by a competent court or authority. In the case of the rescission of a contract for services, the Client pledges to immediately and spontaneously stop any use of the Service that was subscribed to, such as by deactivating the equipment that generates the service, failing which the Client hereby acknowledges and accepts that EMA shall be entitled to invoice the use of the services at the normal prevailing rate.

17. FORCE MAJEURE

17.1 EMA shall not bear any liability for any breach of contract on its part due to circumstances of force majeure. The performance of its obligations shall be delayed until the end of the circumstances of force majeure. Should the circumstances of force majeure persist for longer than two (2) months, the contract may be rescinded without any compensation being due to either party at the request of either one of the parties if it is not considered to be suited to the new circumstances by both parties. The prices of the services that are interrupted shall be discounted although this interruption shall not warrant any late payment on the part of the Client.

18. EARLY TERMINATION

18.1 In the case of a contract featuring successive installments (such as for the rental of equipment, subscription to services, etc.), should the Client rescind the contract before the normal term of the contractual period that is under way at the time, the entire monies that would normally be due by the Client under the contract shall become due immediately.

18.2 EMA may by notice in writing served on the Client terminate the Contract immediately if the Client:

- is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Client fails to remedy such breach within thirty days service of a written notice from EMA, specifying the breach and requiring it to be remedied. Failure to pay any sums due is a material breach of the terms of the Contract which is not for purposes of this Condition deemed capable of remedy;
- is unable to pay its debts as they fall due; admits its insolvency; commences a case or has a case commenced against it under any applicable bankruptcy, insolvency, or reorganization laws now or hereinafter in effect;
- has any distraint, execution or other process levied or enforced on any of its property;
- ceases to trade or is threatening to cease to trade or appears in the reasonable opinion of EMA likely to cease to trade;
- has a change in its senior management and/or control, such that the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Client, whether through the ownership of voting shares, by contract, or otherwise, is changed, including by: the reorganization, consolidation, or merger of the Client with or into any other entity or the sale, transfer, or other disposition of all or substantially all of the assets or stock of the Client;
- commences the manufacture of any goods which are similar to or may compete with the Goods.

18.3 The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Client or EMA accrued prior to termination and the conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. EMA will be entitled to suspend any deliveries or performance otherwise due to occur following service of a notice specifying a breach, until either the breach is remedied or the Contract terminates, whichever occurs first.

19. PERSONAL DATA

19.1 The Client hereby acknowledges and agrees that its use of certain products and subscription to certain services may require the gathering of personal data. To that end, the Client declares that it has become acquainted with and accepts without reservations EMA's terms of use concerning personal data in relation to the Service that was subscribed to, said terms of use being accessible online on the web site corresponding to the service that was subscribed to, and forming an integral part of these General Terms and Conditions. This right may be exercised by contacting the customer service department EMA at the address and numbers that are indicated at the start of this document. The Client acknowledges and agrees that EMA may be compelled, in order to comply with an applicable law, to disclose all of the data that it holds concerning the Client and whose disclosure might be required by a competent court or administrative authority.

20. MISCELLANEOUS

20.1 The Client hereby acknowledges that EMA is entitled to transfer, assign or subcontract/factor out to third parties the contracts that are drawn up and signed pursuant of these General Terms and Conditions as well as any debts that result from same and their recovery, including a facility of



substitution. The nullity of any one of the terms of these General Terms and Conditions, such as due to the application of a law, a regulation or pursuant to a ruling of a competent court or authority which has become final and is not subject to appeal, shall not lead to the nullity of the other terms, which shall retain their full ambit and effect. These General Terms and Conditions as well as the sales and services that they govern shall be governed by Slovenian law, whatever the place of performance of the service and the particular geographical location of the Client. Should a dispute arise in connection with these General Terms and Conditions and the contracts that they govern, then after an attempt to seek an amicable settlement, the competent courts of the catchment area of the Court of Appeal of Celje, Slovenia shall have exclusive competence, even in case of incidental claims, multiple defendants and rejoinders, including for summary proceedings or proceedings pursuant to a petition, protective measures and injunctions.

SPECIAL TERMS AND CONDITIONS GOVERNING ACCESS TO THE SERVICES

These special terms and conditions apply to the Client's access to one or more of the services (hereinafter the "Service") offered by EMA.

1. CONDITIONS OF ADMISSION

1.1 Access to certain services is subject to the Client's prior admission to the system in question, such as for instance the Iridium, TDS, GlobalSIM, etc. EMA will do its best but cannot guarantee the provisioning time to admit the Client to a given system. No claims may be brought against EMA in connection with same.

2. THE CONTENT OF THE SERVICE

2.1 The Service involves making geo-location data, satellite data providing, GSM/GPRS data providing services as well as the values of the other parameters provided by the hardware being available to the Client at EMA's Data servers.

3. RIGHTS TO USE THE SERVICE

3.1 The right to access the Service that is granted by EMA to the Client shall be non-exclusive, personal and non-transferable. The Client pledges not to:

- attempt to use the Service for any purpose other than that for which it is intended to be used, to manipulate in any way whatsoever the content and in general the information and data provided via the Service, to conceal the source and the origin of the data received or sent via the Service,
- download, display or transmit any content incorporating computer viruses or any other code, file or program designed to interrupt, destroy or limit the functionality of any software, computer or telecommunication tool, this list being non-exhaustive,
- commit any action that has a disruptive effect and/or that hinders the real-time communication capacity of EMA and of its partners, such as that of the operators of the communication networks,
- hinder or disrupt the Service, the servers, the networks that are connected to the Service, or refuse to comply with the requisite conditions, the procedures, the general rules and/or the applicable statutory and regulatory provisions.

3.2 The Client pledges not to transmit data, content or information that is altered, misleading or flawed and in general against the applicable law in light of its geographical location. The Client shall be fully responsible for the data that it transmits via the Service.

4. PERIOD OF ACCESS TO THE SERVICE AND VOLUME OF DATA

4.1 The Service shall be provided from the start date to the end date mentioned in the corresponding contracts, regardless of the Client's effective consumption of the services provided via the Service (access times or volume of data). The Client hereby declares that it has become acquainted with and approves the terms and conditions applicable to pricing that are set out in the contract corresponding to the Service that was subscribed to and in particular the additional charges that are likely to be activated should the data volume or access time initially requested be exceeded. Yearly and monthly fees are automatically renewed. Yearly and monthly service suspension shall be effective

once written confirmation has been received at EMA from the customer at least one month before the renewal.

5. EXPIRY OF THE CONTRACT

Upon expiry of the contract, the Client pledges to immediately and spontaneously terminate any use of the Service that was subscribed to, such as by deactivating the equipment that generates the Service. Should the Client fail to do so, then depending on the available technical options, EMA may at its discretion either suspend the Client's access to the Service or invoice the Client at the full rate that is in force at the time as shown in the corresponding contract, without the Client being able to claim an entitlement to any preferential pricing terms granted under the contract, a fact which the Client hereby acknowledges and accepts.

6. UNAVAILABILITY OF THE SERVICE

6.1 EMA shall endeavour to ensure the permanent accessibility of the data sent by the intermediary in charge of the Service that is subscribed to but shall not under any circumstance guarantee that it shall operate without interruption or failure. In case of a complete stoppage of the Service that was subscribed to for reasons that are due to the satellites or to the Data servers, the end date of the Service shall be deferred by one day for each calendar day during which it does not operate properly. The Client may not claim any other compensation if it is impossible to use the Service. Moreover, EMA shall not under any circumstance be held liable for any failure of the communication equipment used by the Client where this was not supplied by EMA.