

# TRACKER EXTENDED WARRANTY POLICY WORDING



## GENERAL OPERATIVE CLAUSE

Subject to the terms, conditions and exceptions stated below Tracker AGILITY (Pty) Ltd agrees at its sole discretion to repair or replace the **Tracking Device** in the event of Damage occurring during the Period of the Warranty.

## DEFINITIONS

**Accredited Tracker Network Repairer** shall mean a representative of Tracker Network.

**Client** shall mean the person entering into the **Contract**.

**Contract** shall mean the Tracker Network Subscription Agreement entered into between the **Client** and Tracker Network defining the terms and conditions, the **Covered Vehicle**, the Subscription Charge and the Subscription Period.

**Covered Vehicle** shall mean the vehicle stated in the Subscription Agreement fitted with the **Tracking Device**.

**Damage** shall mean the mechanical or electrical breakdown, failure, or derangement of the **Tracking Device** by any cause not excluded and shall include wear and tear and gradual deterioration causing failure of the **Tracking Device**.

**Tracking Device** is defined as the device used for location & information gathering on the **Covered Vehicle**.

**Period of the Warranty** shall mean from month 13 to month 36 from the inception date of the Contract.

**Premium** shall mean the fee payable by the Client to **Tracker AGILITY** monthly in advance for the service and may be amended from time to time by **Tracker AGILITY**.

**Tracker Network** is defined as Tracker Network (Pty) Limited, Registration No. 1995/05497/07, of Stonemill Office Park, Republic Road, Darrenwood; 2194;

**Tracker AGILITY** is defined as Tracker AGILITY (Pty) Limited, Registration number 2010/012930/07, of Stonemill Office Park, 340 Republic Road, Darrenwood; 2194;

## TERMS AND CONDITIONS

The Tracker **Extended Warranty** product is an extension of 24 months in excess of the first 1-year standard warranty covering the **Tracking Device** and is governed by these terms and conditions.

The Tracker **Extended Warranty** cover will incept when the Tracker Network Warranty expires. The **Warranty** period will be calculated with effect from the date of fitment of the **Tracking Device** in the vehicle, or the date of **activation** of the Tracking Device on the Tracker Network system.

This **Extended Warranty** will only apply to the **Tracking Device** whilst still under "active subscriptions". For the purpose of this **Extended Warranty**, subscriptions are paid and are current in terms of the **Tracker Contract**. No claims in terms of this **Extended Warranty** will be entertained by

Tracker AGILITY under any circumstances where the payments in terms of the **Tracker Contract** are in arrears. If a Client is in arrears with (or in breach in any other way) of the **Tracker Contract** the **Extended Warranty** is void until all arrears have been settled, (or the breach has been remedied). This **Extended Warranty** is only applicable whilst the **Tracking Device** is in the **Covered Vehicle** unless otherwise agreed to in writing by Tracker.

Repair or replacement under the terms of this **Extended Warranty** shall not give a right to an extension to, or a new commencement of the period of the **Extended Warranty**.

Repair or replacement under the terms of this **Extended Warranty** may be fulfilled with functionally equivalent reconditioned units and Tracker AGILITY may elect to modify, repair or replace any component at its sole discretion.

In the event of a customer committing any fraudulent act, or fraudulently omitting to do anything, in an attempt to benefit from this **Extended Warranty**, then such fraudulent act or omission shall immediately render the **Extended Warranty** void, without prejudice to any other rights which Tracker may have in terms of the common law, or these terms and conditions.

## **EXCLUSIONS**

Tracker AGILITY in respect of this **Extended Warranty** shall not in any way be liable on behalf of the manufacturer.

Tracker AGILITY shall not be liable for any other damage whatsoever, (whether direct, indirect, or consequential), suffered by the Client or any person whomsoever, whether arising from Tracker AGILITY's negligent act or omission, or not.

Tracker AGILITY shall not be liable for loss or damage to the **Tracking Device** if the **Tracking Device** is mishandled, misused, willfully damaged, neglected, altered or defaced in any way by any non-authorized person whomsoever.

Any repairs by a non accredited Tracker AGILITY repairer, renders this **Extended Warranty** null and void.

The Tracker **Extended Warranty** shall exclude any loss of or damage to the **Tracking Device** arising from a defect arising from corrosion or for any damage caused by a motor vehicle accident or the theft or hijack of the vehicle.

Underwritten by Guardrisk Insurance Company Limited an authorised Financial Services Provider, FSP license number 75

Administrated by Trustco Corporate Solutions (Pty) Limited an authorised Financial Services Provider, FSP license number 5431

Tracker Agility (Pty) Limited is an authorised Financial Services Provider, FSP license number 42862