

Retriever intends to rely upon the written terms set out here and on the reverse side of this document. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems pertaining to what Retriever and you, the client, are expected to do.

CLIENT DETAILS						
Company name						
Contact person						
Cellphone number		Landline number				
Physical address						
Registered address						
Postal address				Code		
Company registration		VAT number				
Industry sector						
Email						
Finance manager name						
Email						
Fleet manager name						
Email						
PRODUCT SELECTION AND FEES						
Please mark the appropriate box to indicate your selected payment option.						
Product package						
Minimum term option		Monthly subscription				
Standard option		Cash payment*		Monthly subscription		
*Client is liable for the cash payment amount in lieu of some of the costs of acquisition of the Standard contract option.						
VEHICLE DETAILS (IF MORE THAN 1, PLEASE USE ADD VEHICLE FORM AS ANNEXURE)						
Vehicle registration		Engine number				
Make and model		VIN				
Year of manufacture		Colour				
ALTERNATE CONTACT PERSON IN CASE OF EMERGENCY						
Name and surname	Relationship	Cellphone number	Office number	Home number		
ACKNOWLEDGEMENT BY CLIENT						
To protect your own interests, please read the Terms and Conditions carefully. If you are uncertain as to the contents of these documents, please request advice from your sales person, or contact our Customer Care Centre on +254 730 940 000, send an email to customercare@karo00000.co.ke . By signing this Agreement, you accept that you have read, understood and agree to be bound by the contents, including Karo00000's Terms and Conditions at the end of this Subscriber Application Form as well as any terms and conditions relating to the optional add-ons.						
I consent to receiving further marketing material from Karo00000		Yes	No	on the following medium	Email	SMS
The signatory warrants his/her authority and has verified and confirmed that all the information is complete and correct.						
Name and surname			Authorised signature			
Date						

1. Definitions
 - 1.1. "Agreement" – The agreement concluded between the Client and Karooooo Kenya in respect of the Product and/or Service outlined in the Subscriber Application Form and any additions to such Subscriber Application Form, which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service (as contained in Karooooo Kenya's Product brochures), read together with the Subscriber Application Form and any appendices attached.
 - 1.2. "Business Day" – Any day other than a Saturday, Sunday or official public holiday in the Republic of Kenya.
 - 1.3. "Karooooo Kenya" – Karooooo Kenya Ltd and any entities appointed by Karooooo Kenya to perform the Service and shall include references to the employees, agents, sub-contractors, service providers, suppliers and any independent contractors of Karooooo Kenya or such appointed entities.
 - 1.4. "Client" – The Party whose details appear on the Subscriber Application Form and who has signed after being requested to read these terms and conditions which will govern the relationship between the Parties.
 - 1.5. "Confidential Information" – Information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential.
 - 1.6. "Cooling-Off" – Means the right of the Client to rescind the Agreement if it originated from Direct Marketing as referred to in clause 3.6.
 - 1.7. "Day; Week; Month" – Calendar day, week or month, respectively.
 - 1.8. "Direct Marketing" – means where the Client has been approached by Karooooo Kenya in an unsolicited manner.
 - 1.9. "Fee" – The collective fees for providing the Service, either as minimum term option or as a standard Option specified on the Subscriber Application Form and payable monthly in advance by the Client to Karooooo Kenya, together with any other bank or administrative charges incurred by Karooooo Kenya under this Agreement.
 - 1.10. "Installation Centre" – A centre approved by Karooooo Kenya for the installation of a fixed Unit.
 - 1.11. "Intermediary" – A third party nominated by the Client.
 - 1.12. "Loss" – The hijacking and/or theft of a Vehicle, in which event the Client is responsible to immediately notify Karooooo Kenya if the Client has a Unit with SVR.
 - 1.13. "Product" – Each Unit and/or the value-added services selected by the Client on the Subscriber Application Form and any additional Products selected and/or added from time-time.
 - 1.14. "The Parties/Party" – Karooooo Kenya and the Client; either Karooooo Kenya or the Client.
 - 1.15. "Price Table" – An indicative price list, available to the Client on request, setting out the ruling retail price for the Service, the Minimum term option amounts, the Products and ancillary charges which may be updated from time to time.
 - 1.16. "Purchase Price" – The amount specified as the "Price" on the Subscriber Application Form.
 - 1.17. "Roaming Costs" – Any GSM costs incurred when the Unit transmits messages via a GSM network when located outside the Territory.
 - 1.18. "Service" – Means the provision by Karooooo Kenya to the Client of Fleet Management Services ("FMS") and/or Stolen Vehicle Recovery Services (SVR), dependent on the Product selected by the Client on the Subscriber Application Form.
 - 1.18.1. "FMS" – Means the provision by Karooooo Kenya to the Client of a real-time web-based system whereby the Client is able to position, monitor and obtain reports covering various aspects of driver and vehicle performance. This Service only applies where a GPS fleet management Unit is installed and is limited to the Territory, except if the Product specifically incorporates international data roaming, in which case the roaming data service will be provided in specified countries.
 - 1.18.2. "SVR" – Means the provision of a Service by Karooooo Kenya to the Client whereby Karooooo Kenya conducts the tracking and recovery operations in accordance with Karooooo Kenya's standard procedures to secure the Vehicle after receiving notification of a Loss by the Client. This Service is only applicable in the Territory and in countries where Karooooo Kenya has an operational branch.
 - 1.19. "Subscriber Application Form" – The face of this Agreement and any appendices attached.
 - 1.20. "Term" – The initial period as selecte don the subscriber form; "Territory" – The Republic of Kenya.
 - 1.21. "Unit" – The electronic device and ancillary equipment to be installed in a Vehicle at an Installation Centre, by an authorised Karooooo Kenya representative in order for Karooooo Kenya to provide the Service.
 - 1.22. "Vehicle" – Any Vehicle or other asset of the Client which is the subject of this Agreement and in which a Unit is installed, the details of which appear either on the Subscriber Application Form or on any appendix attached.
2. The Service
 - 2.1. An authorised Karooooo Kenya representative at a Karooooo Kenya Installation Centre shall install the Unit into the Client's Vehicle/s.
 - 2.2. Where the Client has selected a Unit with SVR, with or without FMS, the following shall apply:
 - 2.2.1. Karooooo Kenya will respond to each notification of a Loss and do all that it reasonably can to recover the Vehicle. The Client authorises Karooooo Kenya to recover the Vehicle for the Client and, if necessary, after recovery, to remove the Vehicle from a dangerous location. If Karooooo Kenya is under obligation, after securing the Vehicle, to deliver it to a relevant authority, Karooooo Kenya shall do so. The recovery will, unless agreed otherwise by written or verbal notice to the Client, be rendered free of additional charge within the Territory and countries where Karooooo Kenya has an operational branch. In the event that the Client requires a cross-border recovery, the Client will be responsible for the repatriation of the Vehicle and the cost thereof;
 - 2.2.2. Karooooo Kenya does not guarantee that the SVR will lead to a recovery. The Client acknowledges that the SVR is intended to reduce the risk of Loss, but will not eliminate such risk;
 - 2.2.3. The Client shall, immediately or as soon as is practically possible, notify Karooooo Kenya of any recovery request unintentionally generated ("false alarm"). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or Karooooo Kenya responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by Karooooo Kenya, and hereby indemnifies Karooooo Kenya against all claims or damages arising out of a false alarm.
 - 2.3. Where the Client has selected a Unit with FMS, with or without SVR, the following shall apply:
 - 2.3.1. The FMS features provided by Karooooo Kenya to the Client are dependent on and limited to the Product selected by the Client and as indicated on the Subscriber Application Form and in the Product brochures;
 - 2.3.2. Secure 24-hour (twenty-four-hour) access to the web-based monitoring and reporting system shall be provided to the Client on creation of a username and password;
 - 2.3.3. User support shall be provided by user manuals and a telephonic or email support desk.
 - 2.3.4. Karooooo Kenya provides its Clients with a free, 24-hour (twenty-four-hour) Unit testing service.
 - 2.4. The Client accepts responsibility for making all reasonable enquiries as to the suitability for purpose of the Unit, the main features of which are disclosed in Product brochures which are available to the Client on request.
 - 2.5. The Client shall have the benefit of ancillary services which includes those services provided by Carzuka, Karooooo Kenya Insurance and Tyres. Karooooo Kenya will provide the Client with details of the ancillary services from time to time.
3. Terms and Conditions
 - 3.1. This Agreement shall continue for the Term.
 - 3.2. The Client (if the Client is a natural person) may cancel this Agreement in writing or other recorded manner:
 - 3.2.1. upon the expiry of the Term, by giving 3 (three) months' written notice, without penalty or charge, subject to the Client remaining liable to Karooooo Kenya for any amounts owed in terms of the Agreement up to the date of cancellation; or
 - 3.2.2. at any other time, by giving Karooooo Kenya notice of 3 (three) months', subject to the Client remaining liable to Karooooo Kenya for any amounts

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owed in terms of the Agreement up to the date of cancellation and to clause 3.3 below.

- 3.3. Karo0000 Kenya will impose a cancellation fee of 3 (three) months' worth of subscription fees, should the cancellation be before the expiration of the Term.
- 3.4. Karo0000 Kenya may cancel this Agreement 20 (twenty) Business Days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client, unless the Client has rectified the failure within that time.
- 3.5. In the event that the Client finds the Unit defective or not of the standard described, the Client shall return the Vehicle to Karo0000 Kenya within 10 (ten) Business Days of fitment, at Karo0000 Kenya's risk and expense, for Karo0000 Kenya to inspect the Unit installed in the Vehicle. Should the Unit be found to be defective, Karo0000 Kenya shall, at its discretion, replace the Unit or cancel the Agreement.
4. Fees
 - 4.1. The Price Table, as contained in the Product brochures and updated from time to time, will be made available to the Client upon the Client's request.
 - 4.2. The Client shall pay Karo0000 Kenya for additional ad-hoc Services such as Roaming Costs within 30 (thirty) days of receipt of an invoice from Karo0000 Kenya. The Client agrees such costs reflected on an invoice received from Karo0000 Kenya shall be considered a true reflection of the costs incurred by the Client and the Client shall not withhold payment for any reason whatsoever.
 - 4.3. The first Fee and the Purchase Price, if applicable, shall be paid upon installation of the Unit.
 - 4.4. Karo0000 Kenya shall implement annual increase in fees by 10% each year for years 2 (two) and 3 (three) of the Term, thereafter increases shall be at Karo0000 Kenya's discretion and based on the prevailing Consumer Price Index.
 - 4.5. Karo0000 Kenya shall provide the Client with written notice of not more than 80 (eighty) days nor less than 40 (forty) days before each annual Fee increase stating the increased amount and the effective date.
 - 4.6. The Client agrees that the proportion of the Fee which relates to foreign currency input costs, may be subject to change at Karo0000 Kenya's discretion, based on the foreign exchange rate at any given time and/or any price changes effected by third-party service providers. Accordingly, Karo0000 Kenya shall provide the Client with 30 (thirty) days written notice of any such changes in the Fee.
 - 4.7. All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by law.
 - 4.8. Where the Fee, by direct or indirect agreement between the Client and the Intermediary, is to be paid to Karo0000 Kenya by the Intermediary and the Intermediary fails to pay any Fee, the Client will be responsible to pay such Fees for the remainder of the Term and any outstanding fees due in terms of this Agreement.
 - 4.9. Fees for other services shall be charged for at prices (VAT inclusive) per the following table subject to escalation from time to time:

Additional Service Charges	
Lifetime Maintenance Warranty	Monthly subscription fee of KES 200.00 per vehicle – doesn't cover third-party damages
Out-of-warranty repair cost	A call-out fee of KES 6000.00 will be levied, plus the applicable replacement/repair cost of the unit
De-installation/ Re-Installation	KES 6000.00 labour fee will be charged if the unit cannot be uninstalled.
Upgrades/Downgrades of any standard Karo0000 products	You will be invoiced according to the difference in the cash price of the product you have switched to, plus a KES 6000.00 labour fee
Upgrade add-on products: • Driver ID • Driver ID Start Prevent • Panic Button • Driver ID plus Panic Button • CANbus (upon inspection) • Fuel Monitoring • Any additional Value-Added Services	A once-off fee of KES 6000.00 - these add-ons are only applicable to fleet products, monthly subscriptions are an additional monthly cost
Upgrade add-on products: • Fuel Monitoring with CANbus and Remote Immobilisation	A once-off fee of KES 6000.00 - these add-ons are only applicable to fleet products, monthly subscriptions are an additional monthly cost

5. Hardware and Warranty
 - 5.1. The Client will be responsible to use the Unit and the Service in the manner advised by Karo0000 Kenya and as reflected in Karo0000 Kenya's Product brochures. The Client shall not, in any way remove, alter or tamper with the Unit.
 - 5.2. Subject to the Client complying with clause 5.1, the Unit and the installation thereof carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out at an Installation Centre.
 - 5.3. All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Karo0000 Kenya. If this Agreement is terminated in accordance with this agreement, Karo0000 Kenya may at its expense remove the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, deliver the Vehicle to an Installation Centre for such removal.
6. Furnishing of Information
 - 6.1. The Client confirms the completeness and accuracy of all the information on the Subscriber Application Form or otherwise furnished by or on behalf of the Client to Karo0000 Kenya.
 - 6.2. The Client shall immediately, or as soon as is practically possible notify Karo0000 Kenya in writing of any changes to the information on the Subscriber Application Form, any material changes relating to the Vehicle, including, inter alia, insurance details, or other information furnished to Karo0000 Kenya from time to time, by written notice to customercare@karo0000.co.ke or by calling (+254 730 940 000). The information will be updated within 7 (seven) days of receipt by Karo0000 Kenya.
 - 6.3. The Client has selected the address referred to on the Subscriber Application Form as its selected legal address where all communications from Karo0000 Kenya and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, by written notice to customercare@karo0000.co.ke or by calling (+254 730 940 000). The information will be updated within 7 (seven) days of receipt by Karo0000 Kenya.
 - 6.4. The Client consents to Karo0000 Kenya supplying third party insurers with its personal information, including, but not limited to the Client's name and contact number, or other information as is reasonably required to obtain a favourable insurance premium on behalf of the Client. The Client may revoke this consent at any time on written request to Karo0000 Kenya.
7. Client's General Obligation
 - 7.1. It is the responsibility of the Client to contact the Karo0000 Kenya control centre for a Unit test to be carried out. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to Karo0000 Kenya in order for Karo0000 Kenya to provide the Service.
 - 7.2. The Client must ensure that the Karo0000 Kenya emergency numbers (+254 730 940 000) are kept handy and contact Karo0000 Kenya as soon as

Date	Initial

- possible after a Loss.
- 7.3. The Client holds exclusive responsibility, and Karooooo Kenya shall have no liability, for ensuring that the Service complies with all laws regarding the intended use by the Client of the Service herein.
8. Default
- 8.1. If the Client (or the Intermediary on the Client's behalf), after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, Karooooo Kenya may suspend all of its obligations in terms of this Agreement. Karooooo Kenya shall be entitled to recover any arrear fees applicable by enforcing legal action, and/or cancelling the Agreement, charging a reasonable penalty fee for early cancellation.
- 8.2. Karooooo Kenya reserves the right to cancel this agreement at any time, on 20 (twenty) Business Days written notice to the Client.
9. Disclaimers
- 9.1. Karooooo Kenya makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the fleet management web-based system will be error-free, or that any specific result or outcome will be achieved by utilising the Service, or that the use of the Service by the Client will comply with all applicable laws.
10. Warranties and Representations
- 10.1. The Client represents and warrants that:
- 10.1.1. It has the necessary right and authority to enter into this Agreement, is the lawful owner and/ or possessor of the Vehicle, and is therefore permitted to allow Karooooo Kenya to provide the Service herein;
- 10.1.2. In making such disclosure, the Client hereby indemnifies Karooooo Kenya from any claim whatsoever which may arise from any third party/ies against Karooooo Kenya in the event that the Client has misrepresented its right and authority.
11. Exclusion of Liability
- 11.1. In addition to any other indemnities contained in this Agreement, Karooooo Kenya will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Karooooo Kenya, notwithstanding any negligence on the part of Karooooo Kenya, provided only that Karooooo Kenya is entitled in law to contract out of such liability. In the event that Karooooo Kenya is, despite the provisions of this clause, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, Karooooo Kenya's liability will be limited to the maximum amount of KES 500 000.00 (fifty hundred thousand KES).
12. General
- 12.1. Karooooo Kenya will make every reasonable effort to carry out its obligations under this Agreement, using commercially reasonable efforts conforming to generally accepted industry standards. Where Karooooo Kenya is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Karooooo Kenya cannot be held responsible for delay or failure in performance in meeting its obligations.
- 12.2. By entering into this agreement, the client consents to Karooooo Kenya processing its personal information, usage data, vehicle positioning, driver behaviour, de-identified data and any other such data sent from the Unit installed in the client's Vehicle.
- 12.3. In the event that the Client's Vehicle is fitted with any data transmitting device which is streaming data, the Client, as the owner of the data, hereby appoints Karooooo Kenya as its duly authorised agent to instruct the relevant service provider to also stream the data in real-time to the Karooooo Kenya platform.
- 12.4. For the duration of this Agreement and at all times after its termination, each Party and its employees and agents agree not to disclose any Confidential Information obtained from the other Party to any other person or entity.
- 12.5. Any other services or value-added products included in the Client's package are subject to these terms and conditions, as read together with the terms and conditions of the applicable product. It is the responsibility of the Client to ensure that they familiarise themselves with the relevant terms and conditions from time to time.
- 12.6. The Client may not alter the terms of this Agreement without the written consent of Karooooo Kenya. Karooooo Kenya reserves the right to amend these Terms and Conditions from time to time.
- 12.7. Where any number of days or other period is given in this Agreement for the carrying out of the Service or obligations, the days will be calculated excluding the first day and including the last day.
- 12.8. In the event of Karooooo Kenya taking legal action against the Client or the Intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs (on a client and own attorney scale) allowable by the courts if an award is made in Karooooo Kenya's favour.
- 12.9. The nature and amount of any indebtedness of the Client to Karooooo Kenya at any time shall be determined and proved by a document signed by a manager of Karooooo Kenya, whose capacity or authority it shall not be necessary to prove. Such certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof that the amount stated therein is due and payable, and will prima facie be valid as a liquid document against the Client in any competent court. If the Client wishes to dispute such certificate or the effects thereof, the burden of proof rests on the Client. Neither Party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
- 12.10. The laws of the Republic of Kenya will apply to this Agreement and the relevant courts of the Republic of Kenya will have exclusive jurisdiction in relation to the Agreement.
- 12.11. The Client undertakes to provide Karooooo Kenya with a 30 (thirty) day written notice in the event that the Client no longer wishes to receive correspondence regarding new Products and value-added services.
13. General
- 13.1. I/We warrant that the information given in this application form is true and complete and authorize you to make any enquires necessary in connection with this application.
- 13.2. I hereby confirm that I have authorized the Karooooo Kenya to share my credit information/ access my credit profile and those of the directors/ guarantors for credit appraisal with licensed Credit Reference Bureaus (CRBs).
- 13.3. I further release the CRB and Karooooo Kenya and its officers, employees and agents from all claims, actions or proceedings of whatsoever nature and howsoever arising, suffered or incurred in connection with this sharing and access for the purpose afore stated.
- 13.4. I confirm that I have read and understood the standard trading terms and conditions (as amended time to time) and agree to bound by them.
- 13.5. I agree, that where I represent a company that that I am jointly and severally liable for any amount outstanding at any time on the account.

Date: June 2022

Date	Initial