

Terms and Conditions of Sale

Use of the services provided by Pole Star constitutes your acknowledgement and acceptance of the Terms and Conditions of Sale below. If you have any queries, please email us at sales@polestarglobal.com, telephone on +44 (0)20 7313 7400 or contact us at our principal place of business: Compass House, 4th Floor, 22 Redan Place W2 4SA UK.

1. GENERAL

a. In these conditions:

- (i) "we", "us" or "our" means Pole Star Space Applications Limited our successors and assignees;
- (ii) "Goods" means the goods specified or implied in any order placed with us;
- (iii) "Services" means the services specified or implied in any order placed with us;
- (iv) "you" means the purchaser or lessee of the Goods and/or Services;
- (v) "the Site" means the website located at www.purplefinder.com or any subsequent URL that may replace it.

b. Any contract between you and us will incorporate these terms and conditions that we may, at our absolute discretion, amend from time to time and you agree to be bound by such amendments.

c. Any description or illustrations in our brochures, website, price lists or other advertising materials are intended merely to present a general idea of the Goods and Services and shall not form representations or be part of the contract.

d. Any concession or waiver made by us at any time shall not prejudice the exercise of our rights hereunder.

e. No waivers, alterations or modifications of these terms and conditions shall be valid unless made in writing signed by the duly authorised representative of the party against whom the same shall be sought to be enforced.

f. We reserve the right to correct any clerical errors made by our employees at any time.

2. PRICES

a. Our prices for Goods are fixed prices based on the current price of materials, services, labour, transport and other prime costs including the rate of exchange of sterling.

b. Our prices to you for Services, unless the subject of a term agreement, may be changed with 30 days' notice in writing.

c. Any quotation given is an invitation to treat only and the prices stated therein are valid for a period of 30 days from the date of the quotation.

3. ORDERS

a. All orders are subject to acceptance and availability.

b. By placing an order you are deemed to have satisfied yourself that the Goods and Services are suitable for the purpose and capable of performing the function and use to which you are intending to put them.

c. Your order will only be accepted when an acknowledgement is sent by us or by our official representative.

4. INVOICING AND PAYMENT

4.1 Invoices

- a. Where applicable Value Added Tax (or other tax payable by a purchaser) will be added in accordance with United Kingdom legislation in force at the tax point date. If you are resident in the European Community (other than the UK) you agree to supply us with your EC VAT registration number.
- b. All delivery charges must be paid at the same time as payment for the Goods.
- c. You are liable for all customs, import and other similar duties payable or imposed on delivery of the Goods.
- d. We will send you invoices in electronic format or as an attachment to an email. If you require printed invoices to be mailed to you, we will add an invoicing administration surcharge of £5.00 (or equivalent in the currency of invoice) to every invoice.

4.2 Due date for Payment of Invoices

All invoices are due for payment 30 days following the date of issue of the invoice.

4.3 Contractual Interest Rate

All amounts unpaid after the due date as defined in 4.2 above shall be subject to a finance charge of 5% per annum above the Barclays Bank Base Rate for the relevant currency, unless under valid dispute in accordance with 4.5 below. Your attention is drawn to the Late Payment of Commercial Debts (Interest) Act 1998 which may require interest to be paid on overdue invoices at 8% over Bank of England base rate.

4.4 Methods of Payment

- a. Remittances shall be made in the currency in which it is invoiced are to be made by electronic funds transfer only direct to the bank and account specified at the foot of our invoice.
- b. All remittances are to be made free of any bank charges, whether levied by your bank or by our own bank.
- c. In the event of failure to comply with a. or b. above, we reserve the right to add an administration charge of up to £20 per sales invoice.

4.5 Disputes

You shall notify us in writing of any disputes or disagreements with invoiced charges within 30 days after the date of the invoice. All amounts agreed to be credited by us shall only be offset against the disputed invoice. In no circumstances will we entertain a subsequent adjustment to our published Price Lists of Goods and Services as a valid ground for dispute of an invoice.

4.6 Overdue Payment and Cancellations

- a. We shall be entitled to suspend or cancel further deliveries or other services under this and/or any other contract between the parties hereto:
 - (i) if any payment is overdue; or
 - (ii) if you shall fail to take delivery of any Goods.
- b. For the purpose of this condition, time of payment shall be of the essence of the contract.
- c. You shall not be entitled to withhold or set off payment in equity or in law for any reason whatsoever.

4.7 Termination/Suspension of Service

- a. Failure to make any payments due as invoiced is a default and will result in the suspension or termination of the service, seven day's written notice of which will be given. In relation to suspension, the customer will continue to be liable for all airtime charges, daily charges and service charges incurred during such period.
- b. If you desire to terminate the service and this action is not done by you on the Site then you must notify Pole Star of your desire to terminate the service by email to the email address above.
- c. If you desire to transfer the asset to a different account or the asset changes ownership then you must notify Pole Star of your desire to transfer the asset or terminate the service by email to the email address above and receive an acknowledgement.
- d. If an account is suspended or terminated in accordance with 4.7 a. above and you desire to reactivate the account the account must be paid in full before reactivation and we reserve the right to charge a reactivation administration charge.

4.8 Application for Barring

It is the recommendation of the International Telecommunications Union that application for barring should be made in respect of any unit for which airtime charges remain outstanding after 90 days from invoice for land terminals or 180 days from invoice for marine terminals. In these circumstances we will request either a Discretionary Barring, a DB002, of the offending terminal from the Land Earth Station ("LES") and/or appropriate Accounting Authority, or, if the debt is considered to be irrecoverable, we will request from two LESs a proposed mandatory bar, a PMB003. Once the second LES has placed the PMB, the customer has 14 days' notice in case of maritime termination.

4.9 Customer Liability for Costs and Disbursements

All additional costs incurred by us in the application for barring in 4.8 above and all collection litigation or other expenses in which we are involved will be to your account and claimable in addition to the invoice sums.

5. DELIVERY

- a. The Goods shall be delivered to the address specified by you and you shall be ready to receive them at such place when notified by us and any additional expense incurred by us due to you not being ready or not providing suitable collection facilities or any other cause shall forthwith be reimbursed to us.
- b. We will use our best endeavours to meet any delivery date specified by us but any such date is given and intended as an estimate only and is not to be of the essence of the contract. We shall not be liable in any way in respect of late delivery howsoever caused nor shall such failure be deemed to be a breach of contract unless and until you have given written notice to us making time of the essence and agreed with us a reasonable time in which to deliver. If we are unable to achieve such delivery date we may without liability cancel the contract and notify you accordingly.

6. VARIATIONS TO THE GOODS AND SERVICES

- a. We reserve the right to vary the Goods and Services where at our absolute discretion we consider it necessary to carry out the main purpose of this contract.
- b. We will endeavour to carry out all reasonable variations to the Goods and Services requested by you but shall not be obliged to accept any such request for variation and shall be entitled to make a reasonable price adjustment consequent upon any variation accepted.

7. RETURNS POLICY

a. Goods returned under the guarantee shall be delivered to our premises (or as we shall reasonably direct) at your expense. You will pay for all the Services given and expenses incurred by us in connection with Goods returned under the guarantee and found not to be defective.

b. In so far as we are liable for any cost claim or demand whatsoever of yours our liability shall be limited to (at our discretion):

(i) replacing the defective Goods; or

(ii) making good the defects; or

(iii) allowing a full credit for the cost of the defective Goods or work done on them by us.

c. We shall not be liable in any way whatsoever for short delivery of Goods or any claim for damage in transit unless a claim is notified to us in writing within 3 days of delivery.

d. We shall not be obliged to repair or replace any Goods if:

(i) the Goods are not properly installed and maintained;

(ii) the Goods are operated under abnormal operating conditions;

(iii) the Goods are improperly used or used for purposes for which they are not intended;

(iv) the manufacturer's identity code or our marks on the Goods have been altered or removed.

8. FORCE MAJEURE

If events beyond our reasonable control prevent us from performing our obligations hereunder we may without liability cancel this contract.

9. NO WARRANTY

The contents of the Site are provided "as is" and "as available" without warranty of any kind, whether express or implied. In no event shall we be liable for any special, indirect or consequential loss or damages or any loss or damages whatsoever resulting from loss of use, data, revenue or profits, arising out of or in connection with the use or performance of software, provision of or failure to provide services, or information available from the Site. We do not warrant that the information contained on this web site is complete or timely, or that the site will be uninterrupted or free of errors and/or viruses.

10. LIMITATION OF LIABILITY

a. We shall not be liable in any way whatsoever for any misrepresentation or breach of warranty or condition either expressed or implied whether by statute or otherwise or in any other way relating to the Goods and Services in so far as it is reasonable to exclude such liability in the circumstances of any particular case.

b. Without limiting a. the decision to purchase the Goods and Services and how they are deployed is your responsibility. We give no warranty of any kind, either express or implied, as to their suitability to your circumstances or that they will prevent or limit loss or damage.

c. We cannot be held liable in any way for the failure of the Goods and Services when used with hardware operation systems or software not supplied by us.

d. We make no warranty and shall not be responsible for any suppliers of satellite, internet and other electronic services and their provision of services.

e. The limitations and exclusions imposed on us by the suppliers of services to us (including Orbcomm, Inmarsat, KPN Telecom BV, Stratos Mobile Networks, Transcomm and SkyWave Mobile Communications) shall apply as if set out here in full. The precise wording is obtainable from us on request.

f. The contents of the Application (which for all purposes of this Disclaimer include, without limitation, any comments, hypertext and other links, references to regulations, materials and other information provided by us within or in connection with the Application) are made available by us in good faith using information obtained by us from third parties. We do not verify, nor do we endorse, recommend, guarantee or make any express or implied condition, covenant, representation or warranty of any nature whatsoever in respect of, the accuracy, comprehensiveness, completeness, reliability, suitability or currency, of any of the information obtained by us from third parties in connection with the Application or any of the contents of the Application. Accordingly, we shall not be liable or responsible for any consequences or effects of any use by you of the Application or any of its contents or any reliance by you on the Application or any of its contents, whether for navigational or operational or any other purposes whatsoever, all of which shall be at your own sole risk.

g. We shall not be liable for any loss, cost or damage due to any nonperformance or breach of any provision of these terms and conditions by us, where such breach or nonperformance is due to any reason other than our gross negligence. In no event shall we be liable for any direct, indirect, incidental, consequential or special losses or damages, for any reason whatsoever, including without limitation loss of profits or revenues, damage to property or injury or death of persons however arising, except as expressly and specifically provided. There are no representations, warranties or conditions with respect to any Goods or Services, whether express or implied, including any implied warranties and conditions of merchantability and fitness for intended or particular purpose.

h. Nothing in the Terms and Conditions shall limit our liability for death or personal injury resulting from our negligence or that of our employees.

11. PASSING OF RISK AND PASSING OF TITLE

a. Risk in the Goods shall pass to you on delivery of the Goods.

b. The title in the Goods shall remain ours until we have received payment of the price of the Goods and all other charges associated with the delivery of the Goods.

c. Notwithstanding the retention of title by us you are hereby authorized to carry out any operations to the Goods in the normal course of your trade.

12. COPYRIGHT ETC. INFRINGEMENT

a. You shall be solely responsible for obtaining all appropriate licenses and consents and for the consequences of any patent, trademark, design, copyright or other infringement of commercial rights resulting from your specification, design or use of the Goods and Services and you shall fully indemnify us in respect of all claims, demands, liabilities, costs, charges and expenses incurred by us as a result of such infringement or alleged infringement.

b. All software programs supplied as part of the Goods and Services belong to us and all commercial rights remain with us. You only have a nonexclusive right to use the software as part of your contract with us and in conjunction with any other terms and conditions which apply to that software. You will be liable to us for any loss caused by any attempt to use the software otherwise than for the specific service for which it was supplied.

13. STORAGE OF DATA

You hereby authorize us to process, store and disseminate data received from you in connection with the Services supplied.

14. SEPARABILITY

Each of the clauses of these terms and conditions and every part thereof shall be separate and severable to the intent that if any provision shall be deemed unlawful, void or for any reason unenforceable, this will neither prejudice nor affect the validity or enforceability of the remainder.

15. YOUR UNDERTAKINGS

You undertake to keep any passwords or user names which you select in connection with the Goods and Services confidential and only use them in conjunction with the operation of the Goods and Services. You will be liable for any loss caused to us by deliberate or negligent failure to protect such passwords or user names. We will monitor your use and in such connection will keep a database of your email address from the registration screen for our internal records. Where our Goods and Services involve the provision of asset tracking services, you undertake, where you are not the owner of the relevant asset, to obtain the appropriate owner's consent.

You undertake not to use our Goods and Services for any unlawful purposes nor in furtherance of any activity which is, or may be, unlawful. You undertake to set up the relevant Notifications, as explained in the appropriate User Guide, and update them as required. Any malfunction of the transceiver including excessive generation of position reports, Alerts, Warnings and Messages will be reported to you and your designated recipients via the Notifications function. It is your responsibility to monitor all Notifications and Messages and to act on them accordingly. Any malfunction of the equipment which generates excessive or unexpected amounts of traffic must be notified to us. Failure to monitor Notifications and Messages or failure to notify us of any malfunction will be your responsibility and all costs incurred as a result of failure to notify us will be your liability.

Where our Goods and Services involve the provision of asset tracking services, you undertake, where you are not the owner of the relevant asset, to obtain the appropriate owner's consent. You undertake not to use our Goods and Services for any unlawful purposes nor in furtherance of any activity which is, or may be, unlawful.

16. INDEMNITY

You agree to be fully responsible for all claims, liability, damages, losses, legal fees, costs and expenses incurred by us arising out of any breach of these Terms and Conditions by you or by any other person accessing the Site using your account.

17. ARBITRATION

If at any time any dispute shall arise between you and us in connection with this contract we may give notice in writing of the existence of such dispute to you and require the same to be referred to the arbitration of a person mutually agreed upon or failing agreement to some person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts.

18. JURISDICTION

This contract shall be interpreted according to English law and you hereby accept the jurisdiction of such Courts, whether in England or elsewhere, as we may nominate to try any action arising out of this contract and in the absence of such nomination only the English Court shall have jurisdiction.