

**PLEASE COMPLETE THIS FORM, WHICH NEEDS TO BE SIGNED BY AN AUTHORISED SIGNATORY**

The Dealer hereby agrees to purchase for stock Smartnav / Trackstar units, actively promote the sale of such units and install such units to customer vehicles in accordance with procedures laid down from time to time by Trafficmaster Ltd.

**1. Obligations of Teletrac Navman (UK) Ltd:**

- a) To train an agreed number of installation engineers employed by the Dealer on the Dealer's premises or other location that may be specified by Teletrac Navman (UK) Ltd.
- b) To provide to the Dealer a Certificate of Installation Training for each engineer trained.
- c) To provide point of sale marketing material to the Dealer for use on the Dealer's premises.
- d) To supply Smartnav / Trackstar units of merchantable quality to the Dealer as requested by the Dealer from time to time.
- e) To include the Dealer's name and address in any dealer listings published from time to time.
- f) To actively market Smartnav / Trackstar products and services in appropriate media.

**2. Obligations of the Dealer:**

- a) To install Smartnav / Trackstar units to customer vehicles only under procedures specified by Teletrac Navman (UK) Ltd and by engineers duly authorised by Teletrac Navman (UK) Ltd.
- b) To carry out such work without damage to customers' vehicles and to a high standard.
- c) The Dealer agrees to display Smartnav / Trackstar point of sale material in a prominent position on the Dealer's premises at all times.
- d) To maintain adequate insurance cover.
- e) All information relating to the Smartnav / Trackstar units, installation methods and procedures is confidential and the Dealer undertakes not to disclose information to any third party without the written consent of Teletrac Navman (UK) Ltd.
- f) To follow all sales and operational procedures as advised by Teletrac Navman (UK) Ltd.
- g) To maintain adequate stock levels to promote sales of Smartnav / Trackstar units.
- h) To indemnify Teletrac Navman (UK) Ltd against any third party claims arising from breaches of this Agreement including but without limitation any damage caused to customer vehicles.

**3. Initial Stock Order:**

- a) The Dealer agrees to purchase an initial minimum stock of three system units, plus one system unit for demonstration use, comprising: Demonstration units are available at special demonstration unit pricing, subject to prevailing order frequency and/or use restrictions.

**4. Title of Smartnav / Trackstar units:**

Title of any Smartnav / Trackstar units shall only pass from Teletrac Navman (UK) Ltd upon receipt of full payment in respect of such units. The Dealer undertakes to pay for all units delivered within 30 days of invoice.

**5. Discount Structure:**

The Dealer shall be entitled to a discount in respect of units purchased in accordance with the current published Teletrac Navman (UK) Ltd Dealer Pricing Schedule. Further target related volume discounts may be offered from time to time, details of which will be available through the dealers' Teletrac Navman (UK) Ltd Dealer Account Manager or by bulletin.

**6. Order Process:**

After the initial stock order, subsequent orders by the Dealer will be on an as required basis. Carriage charges will apply to all orders below the threshold advised by Teletrac Navman (UK) Ltd as outlined in item 7.

**7. Postage Costs:**

Any carriage or postage charges incurred by Teletrac Navman (UK) Ltd in respect of delivery, including less than five system units, to the Dealer will be charged to the Dealer at cost. Deliveries including two or more system units will be shipped carriage paid.

## Dealer Agreement

### 8. Pricing:

All prices quoted in this Agreement exclude VAT. VAT will be charged to the Dealer at the prevailing rate.

### 9. Termination of Agreement:

This Agreement may be terminated by Teletrac Navman (UK) Ltd by giving written notice to the Dealer upon:

- a) Receivership, bankruptcy or liquidation of the Dealer.
- b) In the event the Dealer fails to actively promote the sale of Smartnav / Trackstar.
- c) Any material breaches of the terms of this Agreement.

I, the authorised signatory have read and fully understood and agree to the terms of this Agreement. I authorise Teletrac Navman (UK) Ltd to invoice for initial opening stock at appropriate dealer cost on completion of my appointment.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Signed for and on behalf of Teletrac Navman (UK) Ltd:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This Agreement is made on \_\_\_\_\_ between Teletrac Navman (UK) Ltd of K1 First Floor Kents Hill Business Park, Milton Keynes MK7 6BZ, and

(Dealer name) \_\_\_\_\_

Address: \_\_\_\_\_

Tel No: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_  
Limited Company / Sole Trader / Partnership (delete as appropriate) hereinafter referred to as "the Dealer".