

## **1. GENERAL PROVISIONS**

1.1. By these general terms and conditions of the Agreement for Sale or Rent of Device and/or Rendition of Service (hereinafter “General Terms”), GSMvalve OÜ determines the general terms and conditions applicable to the Agreement for Sale or Rent of Device and/or Rendition of Service.

1.2. In these General Terms, the following definitions apply:

1.2.1. Agreement – Agreement for Sale or Rent of Device and/or Rendition of Service, concluded between a Client and GSMvalve OÜ, along with Annexes to the Agreement which form an integral part of the Agreement (incl. the General Terms);

1.3. Annex – an annex to the Agreement that forms an integral part of the Agreement;

1.3.1. GSMvalve – GSMvalve OÜ;

1.3.2. Client – natural person or body corporate that has concluded an agreement with GSMvalve;

1.3.3. party/parties – clients of GSMvalve, designated individually and jointly;

1.3.4. third parties – all other persons that are not the parties;

1.3.5. device – a device sold or rented to the Client or the Client’s own device meant for consumption of the service;

1.3.6. system – software in a relevant online environment and resources related thereto, by means of which agreed services can be used;

1.3.8. service – the service rendered to the Client;

1.3.9. vehicle – a motor vehicle, truck, or trailer on which a device has been installed;

1.3.10. installation – installation and/or alignment by GSMvalve on the Client’s vehicle of a device meant for consumption of the service;

1.3.11. disassembly – taking down by GSMvalve from the Client’s vehicle of a device meant for consumption of the service;

1.3.12. maintenance – maintenance carried out by GSMvalve on the Client’s device;

1.3.13. price list – valid GSMvalve price list, available for review online at [www.valve.ee](http://www.valve.ee);

1.3.14. failure notice – a system, service, or device related failure or malfunction forwarded by the Client to GSMvalve’s customer support;

1.3.15. warranty – a warranty applied to a device sold or rented to the Client by GSMvalve;

1.3.16. service list – Navirec, Navirec with device rental, Navirec with fuel information, Navirec with fuel information and device rental, roaming.

1.4. The General Terms (LINK) constitute an integral part of the Agreement. In the case of a discrepancy between the General Terms and the Agreement, agreements provided for in the Agreement apply.

1.5. The Client has reviewed the provisions of GSMvalve’s Privacy Policy (LINK) related to processing of personal data by GSMvalve. The Client’s obligations in ensuring efficient protection of the personal data of persons related to the Client are provided for in these General Terms.

## **2. RIGHTS AND OBLIGATIONS RELATED TO A DEVICE**

2.1. The right of ownership of a device transfers to the Client after payment of the invoice submitted in relation to the device. If a device is rented, GSMvalve maintains the right of ownership.

- 2.2. The risk of accidental destruction or damage of the device transfers to the Client as from when the device is installed.
- 2.3. The Client undertakes during validity of the Agreement not to encumber the device with third party rights or not to transfer the device to third parties or not to hand over the device to third parties without prior written consent by GSMvalve.
- 2.4. The device is subject to a warranty with a validity of 12 months as from the date of handover of the device to the Client. If the device is rented, the warranty remains valid during validity of the Agreement, starting from the date of handover of the device to the Client.
- 2.5. Throughout the warranty period, maintenance and costs related thereto are free of charge.
- 2.6. Following expiry of the warranty period, GSMvalve provides device maintenance based on the valid price list.
- 2.7. The warranty does not extend to damage caused by the Client, damage caused by the Client forcing the device open or disassembling the device, by carelessness or negligence or another type of imposition, also by maintenance by the Client or third parties. In above cases, the warranty stipulated for the device expires.
- 2.8. The Client undertakes to possess and use the device in adherence to the Agreement and the intended purpose of the device sparingly and prudently.
- 2.9. The Client undertakes to allow GSMvalve to check the condition of the device and verify that the device is used in adherence to the Agreement and the relevant intended purpose.
- 2.10. If the device is rented, the Client undertakes, if the Agreement is amended and/or terminated, to allow a technician of GSMvalve to disassemble the device belonging to GSMvalve at a time and in a place approved by GSMvalve, yet no later than within 15 days as from the deadline for termination of the Agreement. The Client is aware of the fact that the Client does not have the right to disassemble the device or allow third parties to do so.
- 2.11. Complaints related to faults caused to the vehicle in relation to installation, disassembly, or maintenance of the device by GSMvalve must be filed within two weeks after the installation, disassembly, or maintenance took place.
- 2.12. GSMvalve is liable for installation, disassembly, or maintenance faults and compensates for damage caused to the Client's vehicle if a representative of GSMvalve is allowed to be present at the related expert assessment or if the expert assessment is carried out by GSMvalve.

### **3. RIGHTS AND OBLIGATIONS RELATED TO THE SYSTEM AND SERVICE**

- 3.1. Rendition of the service is based on the prerequisite that the Client's vehicle is equipped with the required device.
- 3.2. After conclusion of the Agreement and performance of the terms and conditions provided for therein, GSMvalve enables the Client to access the system. A personalized username and password are allocated to the Client in adherence to the procedure provided for in the Agreement.
- 3.3. The solutions used in the system are protected by copyright in adherence to valid legal regulation and belong to GSMvalve.
- 3.4. Payment for the right of use of the system is included in the invoice for a monthly charge, submitted to the Client.
- 3.5. The Client's access to the system gives the Client the right to:
  - 3.5.1. save data, make copies and derivatives thereof for the purpose of purposeful use of the data;
  - 3.5.2. use the system's software updates under the current terms and conditions, except if GSMvalve requires the contractual terms and conditions to be amended or a new agreement to be concluded so as to use the software updates.
- 3.6. The Client undertakes:

- 3.6.1. in using the device and the system, directly adhere to the terms and conditions of the Agreement and Annexes thereto;
- 3.6.2. to submit true and correct data to GSMvalve for data processing;
- 3.6.3. to adhere to confidentiality requirements provided for in the Agreement and valid legislation, including not to issue the username and passwords to third parties without prior written consent by GSMvalve, except if such third party has concluded a rental agreement with the Client;
- 3.6.4. to refrain from damaging the system's program and technical materials and data held in the system and not to copy, change, or restore in another manner the source code of the system's program;
- 3.6.5. to refrain from violating in any manner the rights of GSMvalve and/or other users in utilizing the system;
- 3.6.6. to be apprised of the fact that due to the nature of the service, services which are prerequisite to the use of the service, and the system, GSMvalve cannot ensure availability of the service and access to the system at all times, incl. in the case of possible network failures;
- 3.6.7. to submit failure notices to GSMvalve's customer support within 5 (five) working days as from when the fault, failure, or malfunction occurred or the Client learned thereof.
- 3.8. The Client is aware of the fact that the service functions only within the Republic of Estonia and that outside of the Republic of Estonia the service is activated only upon agreement with the Client and that the Client undertakes to pay for the roaming service in adherence to the invoices submitted by GSMvalve.
- 3.10. GSMvalve has the right to:
  - 3.10.1. restrict the Client's access to the system or suspend rendition of the service if the Client is in violation of the terms and conditions of use of the system;
  - 3.10.2. undertake periodic updates of the system.
- 3.11. GSMvalve undertakes:
  - 3.11.1. to ensure to the Client access to the system in the extent agreed upon at least 95% of the year;
  - 3.11.2. in the case of malfunction, to inform the Client of the term for removal of relevant faults within 5 (five) working days as from receipt of the corresponding notice.

#### **4. INSTALLATION, DISASSEMBLY, AND MAINTENANCE OF THE DEVICE**

- 4.1. Location of installation, disassembly, and maintenance:
  - 4.1.1. The device and/or fuel level sensor are installed, disassembled, and maintained at a location agreed between GSMvalve and the Client. Installation, disassembly, and maintenance may be implemented at the Client's location if such location adheres to required conditions:
    - a. warm garage (at least 10°C);
    - b. available electricity;
    - c. free working space around the vehicle upon installation, disassembly, and maintenance of the fuel level sensor is 2 (two) meters; there is a mechanics trench or creeper to facilitate moving around beneath the vehicle (the floor for moving around beneath the vehicle must be concrete or asphalt coated).
- 4.2. Time of installation, disassembly, and maintenance (date and time of day):
  - 4.2.1. The device and/or fuel level sensor are installed, disassembled, and maintained at a time designated by GSMvalve and approved by the Client.
  - 4.2.2. If the Client wishes to change the agreed time, the corresponding notice should be sent to GSMvalve's customer support at the latest by 12 noon on the working day preceding the day on which the work was to be carried out.

4.2.3. If the Client violates the requirement of advance notification or fails to enable within the course of a maximum of 15 (fifteen) minutes as from the agreed time a GSMvalve representative to commence work, GSMvalve has the right to refuse to do the relevant work and file an invoice to the Client for 1 (one) working hour based on the valid price list.

4.3. Other terms and conditions of installation, disassembly, and maintenance of the device:

4.3.1. The vehicle must be in good technical condition (the ignition control module, ignition key, and electric fuses adhere to requirements; there are no electrical malfunctions; cables, sockets, plugs, and the fuse box are intact).

4.3.2. The vehicle must be motile and complete on its own (no repairs or installation of other additional equipment is being simultaneously carried out).

4.3.3. The vehicle must be brought for installation, disassembly, and maintenance without a trailer.

4.3.4. The device consumes 150-400 mA of power from the vehicle's mains system.

4.4. Terms and conditions of installation, disassembly, and maintenance of a fuel level sensor:

4.4.1. The fuel tank must be 100% full;

4.4.2. There must be 20 liters of fuel in the canisters;

4.4.3. Empty fuel containers correspond to the size of the vehicle's tank;

4.4.4. The top of the tank must be accessible (at least 40 cm of free space);

The fuel tank and its fastening must be in excellent technical condition; the tank must be clean inside/outside and must not contain objects that should not be there; the tank may not be rusted or deformed;

4.4.5. The tools required to lift up the truck cabin must be available in the cabin;

4.4.6. It must be possible to lift and lower the cabin;

4.4.7. The cabin may not contain loose objects;

4.4.8. The windshield must be intact;

4.4.9. The refueling pipe must not be covered with a safety filter;

4.4.10. The fuel tank must have an opening for refueling;

4.4.11. It must be possible to install the fuel level sensor so that the sensor would reach from the highest point to the lowest point in the middle of the tank;

4.4.12. A horizontal and smooth surface of at least 10 x 10cm is suited for installation of the fuel level sensor. The sensor rod must reach the tank floor in a straight position (vertically).

4.4.14. Rods, cap screws, and nuts must be rust free.

4.4.15. The fuel lines must be in good condition.

4.4.16. The fastening of the fuel tank's fuel line must not be painted and/or rusted.

4.4.17. Installation of the fuel level sensor in a tank, the wall thickness of which is more than 5 (five) millimeters is carried out based on a special agreement.

4.4.18. If the vehicle has more than one tank:

a. Each tank must be accessed separately from the top (at least 40 cm of free space);

b. Each tank must have a separate opening for filling/emptying.

c. The pipes connecting the tanks must be equipped with a stopcock enabling the tanks to be pumped full/empty separately, except in cases where the tank connection system of a multitank vehicle has been manufactured in the manufacturing plant so that fuel circulation between tanks is excluded if **mass is switched off or ignition is lacking**.

4.5. Connection work required to display special status is undertaken as subject to the vehicle owner's liability.

4.6. The Client ensures adherence to relevant terms and conditions at the Client's own expense.

4.7. If the Client's vehicle and/or the location of installation does not adhere to above terms and conditions, GSMvalve must, before agreeing a time for installation, disassembly, and maintenance, be informed thereof in a format enabling written reproduction.

4.8. If the Client violates the requirement to provide notification of non-adherence to applicable terms and conditions, GSMvalve has the right to refuse to carry out the work and submit an invoice to the Client for 1 (one) working hour based on the valid price list.

4.9. If relevant work is carried out under non-adherence to relevant terms and conditions, GSMvalve will not guarantee adherence of the work to quality requirements and bears no additional expenses resulting from non-adherence to quality requirements.

## **5. CONFIDENTIALITY**

5.1. The Agreement along with Annexes thereto is confidential and is not to be disclosed to third parties neither during the term of the Agreement nor upon expiry of the Agreement.

5.2. The parties undertake to keep secret information which constitutes a business secret of the other party and which was learned in connection to performance of the Agreement as well as all of the information, instructions, rules, schemes, fees etc. connected to rendition of the service and the parties are prohibited from disclosing above to third parties both during the term of the Agreement and after expiry of the Agreement.

5.3. If the confidentiality obligation is violated, the other party has the right to demand compensation for damage caused to such party by violation of the Agreement.

## **6. SETTLING OF ACCOUNTS**

6.1. The Client undertakes to make timely payments for the device, the service rendered, and other work agreed beforehand under terms and conditions provided for in the Agreement and the price list.

6.2. On amounts not paid by the due date GSMvalve has the right to demand default interest from the Client. Default interest is calculated as from the date following the due date as 0.6% on the unpaid amount for each day of delay of payment.

6.3. Calculation of the monthly service fee commences after activation of the device in the GSMvalve system.

6.4. The monthly service fee and rent is not payable proportionally for dates on which rendition of the service has been significantly disrupted or interrupted due to circumstances dependant on GSMvalve (recalculation). Recalculation is based on a failure notice forwarded by the Client to GSMvalve's customer support address helpdesk@gsmvalve.ee.

6.5. If the device is rented, GSMvalve has the right to submit to the Client an invoice for the purchase of the device based on the purchase price provided for in the price list if the Client has violated the Agreement in a manner due to which GSMvalve is unable to disassemble the devices as per the Agreement.

6.6. GSMvalve has the right to continue submitting service invoices to the Client if the Client has not allowed for the device to be disassembled in adherence to provisions of item 2.10.

6.7. If the Client is in delay of payment of an invoice submitted by GSMvalve for more than 30 days, GSMvalve has the right to restrict the Client's access to the system by issuing a notice in a format enabling written reproduction. Restriction of Access to the system is not deemed to be a significant violation of the Agreement by GSMvalve.

6.8. GSMvalve has the right to also bill the Client for the period during which access to the system is restricted due to nonpayment of invoices.

6.9. In performing additional work ordered by the Client, GSMvalve prepares an instrument concerning the work performed, based on which an additional invoice is submitted to the Client based on the valid price list. The content and price of work is agreed before performance of such work in a format enabling written reproduction.

6.10. If the Agreement is terminated, the Client is sent an invoice for the disassembly based on the valid price list.

6.11. Upon expiry of the Agreement, all contractual settling of accounts are conducted within 30 days as from the date of expiry of the Agreement.

## **7. LIABILITY**

7.1. The party not performing their assumed contractual obligations, if the party is indeed at fault, assumes proprietary liability before the party that incurred damage.

7.2. By paying the invoice, the Client automatically agrees to the General Terms and Conditions of GSMvalve.

7.3. In the case of accidental destruction or loss of a device which belongs to GSMvalve, the Client undertakes to pay to GSMvalve the cost of the device(s) based on the purchase price provided for in the price list.

7.4. GSMvalve is not liable for damage caused to the Client by interruptions in the system's function if the interruption is caused by malfunctions in the services required to render the service (GPRS, GPS, GSM coverage).

7.5. A party is not liable for violation of said party's obligations if the party proves that the violation of the obligations occurred due to an impediment (force majeure). If the impediment is of temporary nature, the party is not liable for nonperformance of an obligation only during the duration of such impediment.

7.6. If the Client is in delay of performance of a monetary obligation, GSMvalve has the right to forward information concerning the Client's debt to Krediidiinfo AS and/or another processor of payment defaults and file a claim for collection to a party rendering collection services. If the Client is in delay for more than 45 days, GSMvalve has the right, in addition to demanding default interest, to cancel the Agreement without adhering to the term of advance notice.

7.7. GSMvalve has the right to demand from the Client a contractual penalty in the amount of the Client's monthly fee for the past two months if:

7.7.1. the Client violates the obligation provided for in item 2.10 and disassembles or allows a third party to disassemble a rental device in the Client's possession;

7.7.2. the Client is in violation of the obligations provided for in item 3.6.3.

7.8. GSMvalve has the right to demand from the Client a contractual penalty of up to 10,000 euros for each violation if the Client has violated the obligations provided for in item 3.6.4 and/or 3.6.5.

7.9. The Client pays all of the expenses incurred due to collection of the debt, incl. collection costs.

7.10. Either party is liable for violations related to data protection caused by said party's intent or negligence.

## **8. AMENDMENT, SUSPENSION, AND TERMINATION OF THE AGREEMENT**

8.1. GSMvalve has the right to amend the General Terms, the valid price list, the service list, and the terms and conditions of use of the system, informing the Client of the changes at least 30 days before taking effect of the change. GSMvalve becomes entitled to change the price list foremost if currency exchange rates, import taxes, or taxes not under the **manufacturer's** control, levies or other public law taxes change.

8.2. If applicable terms and conditions change significantly, the Client has the right to unilaterally terminate the Agreement, informing GSMvalve thereof within 30 days as from publication of the new wording, and immediately waive the service rendered by GSMvalve. Use of the system by the Client after taking effect of the new wording is deemed to constitute approval of the changes. Changes of the General Terms and current changes to the extent of 20% in the price list or service list are not deemed to constitute significant changes.

8.3. The parties have the right to unilaterally terminate the Agreement in part or in full, informing the other party thereof 3 (three) months in advance in a format enabling written reproduction.

8.4. If one party fails to adhere to the term of advance notice, the other party has the right to demand a contractual penalty, the amount of which is calculated based on unobserved days of advance notice and payments to be made based on the Agreement.

8.5. The Client has the right to temporarily suspend the service for up to 1 (one) year, filing a corresponding written request. The service is suspended within 5 (five) working days as from receipt of said request by GSMvalve. Reopening of the service is implemented based on the price list.

8.6. If the Agreement is suspended, GSMvalve is under no obligation to disassemble the device which was installed on the Client's vehicle and which belongs to the Client. As subject to the Client's corresponding request, GSMvalve carries out such disassembly based on the valid price list.

8.7. If a rental agreement is terminated, the Client undertakes to allow a GSMvalve technician to disassemble the device which belongs to GSMvalve at a time and in a place approved by GSMvalve, yet no later than within 15 days as from the due date of termination of the Agreement.

8.8. If said obligation is not adhered to, the Agreement is deemed to remain valid and GSMvalve has the right to continue filing service invoices until the device is disassembled.

8.9. Amendments to the Agreement are executed as Annexes to the Agreement (exchange of requests prepared in a format enabling written reproduction is also deemed to constitute an Annex).

## **9. DATA PROTECTION RELATED OBLIGATIONS AND AFFIRMATIONS**

9.1. Proceeding from the fact that personal data is made available to the Client by GSMvalve, the Client hereby agrees to process the personal data accessible through GSMvalve services in adherence to all applicable data protection requirements (foremost the Client's obligation to inform to the required degree the Client's employees and related persons whose data will become available through the service).

9.2. The parties declare that, considering the fact that GSMvalve has no knowledge of how the Client uses the data made available through the service, GSMvalve assumes no liability for such processing of personal data which is carried out by the Client, a third party designated by the Client, or another processor.

9.3. The parties confirm that the Client is the controller of the personal data applied for and processed by the Client and that GSMvalve is the processor of such data in the extent agreed upon in this Agreement.

9.4. Obligations in processing personal data:

- a. Both parties process personal data in adherence to data protection related legislation.
- b. Neither party takes action or refrains from taking action which may cause violation by either party of obligations arising from data protection related legislation.
- c. GSMvalve processes personal data only in the extent and in a manner which is required for the purpose of rendering services provided for in this Agreement and of adhering to instructions given from time to time by the Client. If GSMvalve is uncertain of the parameters of the instructions given by the Client, GSMvalve, so as to avoid any doubt, contacts the Client at first opportunity to obtain clarification or further instruction.
- d. Both parties keep personal data strictly confidential and GSMvalve will neither use nor disclose such data for any other purpose than the specific purpose provided for in this Agreement, and the Customer only uses such data in a manner for which the Client has legal grounds (incl. consent if required) based on data protection related legislation.
- e. Both parties undertake to apply relevant technical and organizational measures to protect personal data from unauthorized or illegal processing, accidental loss or destruction or damage.
- f. If the Client files a corresponding request, GSMvalve returns any of the Client's personal data in GSMvalve's power, possession, or control along with any copies made of such data on any data media, unless the law or a contractual obligation obligates GSMvalve to store the copy.
- g. Both parties ensure that any personal data in its possession or control remains protected in a relevant manner at all times.

## **10. FINAL PROVISIONS**

10.1. Any notices between the parties, related to the Agreement, must be submitted in a format enabling written reproduction or published on the homepage [www.gsmvalve.eu](http://www.gsmvalve.eu), except in cases where such notices are of informative nature and forwarding of such notices to the other party brings about no legal consequences.

10.2. The parties undertake to notify the other party within 7 (seven) days of any changes to the data noted in the Agreement, of significant changes to their financial situation and to other circumstances which may affect the performance of the Agreement.

10.3. All of the provisions of the Agreement are interpreted in concurrence with other items of the Agreement, proceeding from the actual intention and objective of the parties as well as practices applied between the parties.

10.4. In all issues not regulated by this Agreement, the parties proceed from the laws and legislation of the Republic of Estonia.

10.5. The parties resolve any disputes by way of negotiations. If an agreement is not reached, the dispute is resolved in Harju County Court.