

GENERAL TERMS, CONDITIONS AND OBLIGATIONS RETURN & EXCHANGE POLICY

By placing an order you acknowledge that you have read and agreed to the following Terms, Conditions, Obligations, Return & Exchange policy.

Terms, Conditions and Obligations

1. Agreement.

This Agreement is by and between Adiant Solutions Australia (“Adiant”) and customer (“Customer”) and is comprised of these terms and conditions, the applicable Rate Plans and/or Schedules below, or subsequently published or updated by Adiant (collectively, the “Agreement”), and is the entire Agreement between the parties. Adiant is an Authorized Distributor of the Device (defined below) for Adiant Solutions LLC. The Device (defined below) is not for re-sale. Any purchase for re-sale shall be void.

2. Effective Date.

This Agreement shall become effective upon the date the Device is shipped (defined below).

3. 15 Day Guarantee. Customer can return the Device within the 15 day trial period. Trial period starts the day the device is shipped. Refund will be for the device less a **20%** restocking fee on the cost of the main GPS product or products. Any additional products will be refunded at full price. The current month’s service and shipping will **not** be included in the refund.

Customer must contact Adiant Solutions for Return Authorization prior to shipping the Device back. Device must be in original condition and in the original box with all accessories. Refund will not be sent until Adiant Solutions receives and inspects returned products. If Adiant Solutions finds any damage to the device, box or other products shipped no refund will be given on all products.

4. Service.

Adiant shall provide wireless network and web service access and the use of a variety of wireless applications, which are collectively known as the “Services”. Adiant may update or modify the Services as required to maintain availability of the Services from time to time with thirty (30) days’ prior notice to Customer. Depending upon the service plan, Customer will be provided with:

- a. Active SIM card(s)
- b. Access to Voice and Data usage.
- c. Access to www.adiant-solutions.com.au/login

5. Service Plan. Customer shall commit to at least a one month plan for each Device. Thereafter, service terms will automatically renew on periodic month-to-month term. Customer can elect a yearly plan at a reduced rate. Renewal for annual service is available if agreed upon before expiration of the term then in progress.

6. Rate Plan.

By executing this Agreement or by using the Services, Customer is deemed to have accepted the terms and conditions of the applicable Rate. Specific features of the Rate Plan may change from time to time at Adiant's discretion thirty (30) days prior notice to Customer. Note all applicable local, State and Federal taxes may apply. Shipping charges are extra.

7. Payment.

Customer shall pay for the Device(s) and Service fees for the first month on or before the Agreement date. It is Customer's sole responsibility to make sure that automatic payment information on file with Adiant is accurate and up to date.

8. Termination. No adjustment in part month periods will be provided for service cancellations. If for any reason, Customer chooses or causes to terminate the monthly service plan before the end of this Agreement, a notice period of 1 month is to be given.

9. Service and Hardware

a. The Service is available for all Laipac Technology Products ("Device") equipped for the Service when the Device is within range of the Service areas provided by Adiant.

b. The Customer shall not use the Service for any purpose contrary to law or regulation, for disturbing or annoying any person or in such manner as to interfere with the use of the Service by any other Customers or provision of the Services by Adiant.

c. The Customer shall abide by all rules and regulations governing the use of the Service that may be issued or adopted by Adiant from time to time and provided to the Customer. Continued use of the Services following changes to the rules or regulations is deemed by Adiant to be Customer's agreement to comply with such changes.

d. Customer will not acquire any rights whatsoever in or to the Services by virtue of this Agreement. Except for the limited license to the Applications as granted herein, all right, title and interest in and to the Services (including all copyrights) are hereby reserved to Adiant.

10. Phone Number.

The Customer will not have nor acquire any property rights or any other rights to any phone number designated for it by Adiant. Adiant may change any phone number designated for the Customer Device at any time providing thirty (30) days' advance written notice of the change. Adiant will not be liable for any costs, losses, damages,

expenses or liabilities or other amounts resulting from any change to any phone number.

11. Charges.

a. The Customer shall pay to Adiant all charges relating to the use of the Service by pre-authorized credit card payment as specified in this agreement including:

1) fixed web and wireless service fees, and usage fees, including excessive data, voice usage, roaming; and

2) All applicable taxes levied upon the Service or any optional services or features.

b. All charges are due and payable in full within five (5) days of date of invoice. Any balance unpaid after the due date will be subject to a late payment charge of 1.5% per month (18% per year) or the highest charge allowable at law, whichever is less. NSF payments will be subject to a \$25.00 handling fee for each defaulted payment.

c. Any questions or discrepancies regarding charges must be reported in writing to Member Services within thirty (30) days of the invoice date. Failure to contact Adiant within this time period will constitute Customer acceptance of such charges.

d. Customer understands and agrees that roaming is subject to change upon thirty (30) days' advance notice to Customer, and Customer shall pay such charges. Customer understands and agrees that roaming charges may not be reported in the month used, which shall provide no basis for Customer to dispute payment of such charges.

12. Default.

a. The happening of any one of the following events shall constitute an event of default:

1) The Customer fails to make any payments due.

2) The Customer fails to perform or observe any condition of this Agreement or;

3) Any representation or warranty made by the Customer herein or in any document or certificate furnished by the Customer in connection with this Agreement shall prove to be incorrect at any time in any material respect; or

4) The Customer uses the Service, including through use of non-approved devices or applications, in a manner that adversely affects Adiant's ability to provide services to another Customer in any way whatsoever, or is contrary to law or regulation or Adiant's rights or interests in the Services.

b. In the event of default, Adiant may at its sole option, at any time during the term of the Agreement, immediately suspend the Service, without notice, or liability, and bill the Customer immediately for all outstanding charges accrued up to the date of such suspension. The Customer shall be liable and will indemnify Adiant for the costs and

expenses incurred by Adiant by reason of the default or the exercise by Adiant of its remedies in respect thereof and such costs and expenses shall be due and payable immediately upon receipt of invoice.

c. If the default is not cured by Customer within fifteen (15) days after suspension, Adiant shall terminate the Service and the termination is deemed to be caused by Customer, ECF as defined in section 7 shall apply.

d. Following disconnection or suspension solely through failure by the Customer to meet payment terms may be subject to pre-payment for Services, and reconnection fees. Reconnection of service following termination or suspension for any other reason will require Customer to comply with any current certification or testing requirements. Adiant accepts no responsibility for successful re-establishment of service by Customer.

13. Limitation of Liability

a. Adiant makes no representation or warranty, expressed or implied, written or oral, legal, statutory, customary or otherwise, respecting any network, services or device, or any other equipment or software used by the customer in connection with the service. Adiant HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. Any and all affirmations of fact and promises constitute Adiant's affirmation of the value of the Device or merely reflect Adiant's opinion or commendation of the Device.

b. Except as to any written limited warranty that may be provided, all service and equipment is provided on an "AS IS" and "WITH ALL FAULT" basis, and without warranties of any kind. Customer assumes all responsibility and risk for use of the service or equipment.

c. Adiant does not guarantee the uninterrupted working of the Service or of any related equipment or hardware, and shall not be liable to Customer, or other person or entity for any damages whatsoever and howsoever caused, including direct, indirect, incidental, consequential, exemplary or punitive damages or those resulting from defective equipment or hardware, or resulting from failure to provide Service for any cause whatsoever, mistakes, omissions, interruptions, delays, errors in transmission, defects in transmission, failures or defects in Service or equipment or from any other cause including the failure to transmit which is caused by Acts of God, fire, explosion, war, terrorism, riots, strikes, lockouts, picketing, boycotts, usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities, acts of government authorities or by other causes beyond its control. Customer acknowledges that neither the Device nor the Service can be expected to perform without interruption from time-to-time. The Customer represents that the Customer has conducted research and investigation into the Device and competitive products available to the public at comparable prices and acknowledges that the Device and Service are state-of-the-art.

d. Customer agrees that Adiant shall not be responsible for such interruptions of Service or the inability to use the Service outside the Service area known by Adiant to provide more reliable coverage.

e. Customer understands that Adiant cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Service.

f. Regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Customer's exclusive remedy and the total liability of Adiant and/or any supplier of Services to Customer arising in any way in connection with this Agreement, for any cause whatsoever, including but not limited to any failure or disruption of Service provided shall not exceed the fees paid by Customer in the one-month period immediately preceding the claim. In no event shall Adiant and/or any supplier of Services be liable for any cost, delay, failure or disruption of Service, lost profits, or incidental, special, punitive or consequential damages.

g. Customer shall indemnify, defend and hold Adiant and/or any service supplier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this Agreement; the provision or use of the Service; or the use, failure to use or inability to use the Service. This provision shall survive the termination of the Agreement.

h. NEITHER THE MANUFACTURER NOR ANY OTHER PARTIES INVOLVED IN THE PRODUCTION OR SUPPLY (COLLECTIVELY, THE "SUPPLIERS") SHALL BE LIABLE FOR DEFECTS OR MALFUNCTIONS NOT REPRODUCIBLE OR WHICH WERE CAUSED BY MISUSE; NEGLIGENCE; IMPROPER INSTALLATION OR TESTING; UNAUTHORIZED TAMPERING, REPAIR OR MODIFICATION; OR DAMAGE DUE TO ACCIDENT, FIRE, LIGHTNING OR OTHER FORCE MAJEURE.

i. The Product is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, high risk medical situations, or military environments ("High Risk Activities") and any express or implied warranty of fitness for High Risk Activities is expressly disclaimed.

j. The Device is not a medical device. The Service is not medical treatment. The nature of this transaction is the sale of a wireless communications device, which can experience disruption and defect. Adiant specifically and explicitly recommends redundant monitoring of users of the Device and Service. The Device should not be considered a stop-gap against injury or illness.

14. Limited Warranty

Notwithstanding the foregoing disclaimers, Adiant hereby makes a limited warranty but such warranty is confined to this paragraph ("Limited Warranty"). No other representation or language, written or oral, is to be construed to magnify, enhance or increase the scope of the warranty set forth in this paragraph. Adiant warrants that the equipment is to be free from defects in materials and workmanship under normal intended use. The term of the Limited Warranty is one (1) year for finished products and three (3) months for RF components from the date of purchase as evidenced by the Customer's receipt. This Limited Warranty does not cover physical damage to the outside casing of the Device. Except as set forth in this paragraph, the disclaimers in section 12 apply. The warranty in this paragraph extends only to Customer as the original purchaser.

15. Return & Exchange Policy.

The Customer's sole and exclusive remedy under the Limited Warranty is at Adiant's option: (a) repair or replacement of any non-conforming hardware, or (b) refund to the Customer of the purchase price paid by the Customer for the Device as evidenced by the purchase receipt. After seven (7) days, Adiant will apply the warranty policy to all returned items. The labor for repair will be at no cost to the Customer within the warranty period. The components replaced will be billed to the Customers. If the product is originally defective from the factory, the component charge will be waived. The warranty does not cover product failure caused by misuse of the user, over voltage applied or breaking by accident. Adiant or its designee's technical department will make analysis on the returned item and advise the Customer if there is any charge involved for the repair under warranty. Due to the substantial discounts and confidential technological information involved with our products, all the sales of Adiant products are final sales. To exercise the Customer's rights under the Limited Warranty, the Customer should contact Adiant at sales@Adiant-Solutions.com.au to receive a return and exchange authorization number and instructions. The Customer must have the Invoice number available. Adiant will not accept merchandise without a return and exchange authorization number. This number must be posted in a conspicuous place on the outside of the return package. The Customer shall arrange at the Customer's expense for shipment and delivery back to Adiant with shipping charges prepaid, with the original packaging materials and documentation including the invoice, in new and unused condition without having been re-sized or altered in any way. If it is due to an inherent defect or due to Adiant's error, the return shipping fee will be waived. *THE RETURN MUST BE IN THE SAME CONDITION AS RECEIVED AND THE SHIPMENT MUST BE POSTMARKED WITHIN SEVEN (7) DAYS FROM THE DATE OF RECEIPT OF THE DEVICE. OTHERWISE ADIANT WILL NOT ACCEPT THE CUSTOMER'S REQUEST FOR REPAIR OR REPLACEMENT UNDER ANY CIRCUMSTANCES. NO EXCEPTIONS WILL BE MADE.*

16. No Agency Relationship

Customer acknowledges that this Agreement does not create an agency, joint venture, partnership, employment relationship, franchise or third party beneficiary rights with Adiant. Customer shall not have the authority to bind Adiant in any manner.

17. Miscellaneous

a. This Agreement constitutes a legal binding agreement between Adiant and the Customer and is the entire Agreement between Adiant and the Customer. Adiant may change these terms and conditions at any time upon notice to Customer, provided that such modification permits Customer the option to terminate this Agreement within thirty (30) days of such notice.

b. A failure by Adiant to enforce any right under this Agreement shall not at any time constitute a waiver of such right or any other right, and shall not modify the rights or obligations of either party under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such a provision shall be deemed severed from the Agreement and replaced with a provision mostly closely reflecting the intent or the severed provision as is allowable at law, and the other provisions shall remain in full force and effect.

c. The original of this Agreement has been written in English. Customer represents that Customer has the ability to read and write in English and has read and understood this Agreement. If this Agreement is translated into a language other than English, the English version and interpretation shall govern and prevail. This Agreement will be governed by the laws of the state of Western Australia.

d. Notification is deemed to be received the second day by using one or more of the following method based on the information provided by Customer down below: (i) letter mailed to mailing address; (ii) email to the email address; or (iii) call the phone number to speak to the Customer or leave a message. All provisions which by their nature are intended to survive termination or expiration of this agreement shall survive termination or expiration for any reason, including Customer's obligations of payment, the limited warranties and limitations of liability. In addition shall survive termination of this Agreement.

18. Arbitration

Adiant and Customer agree to resolve any and all disputes arising from or originating from this Agreement, whether such claims are premised theories of tort, contract, or statutory liability, through arbitration. The scope of this arbitration clause shall be the maximum extent permitted by law and will include any and all dealings between the parties. Arbitration shall take place before the Australian Arbitration Association (“AAA”) in accordance with its commercial arbitration rules, in a proceeding initiated in Perth Western Australia. Judgment upon the award may be entered in the Western Australia District Court. AAA shall choose an arbitrator from its list of authorized arbitrators from the Perth Metropolitan Area. Each side to any dispute subject to arbitration may strike one proposed arbitrator. The filing fees shall be advanced in accordance with AAA rules and procedures, but are subject to allocation, by award, to the prevailing party. The arbitrator shall also award arbitrator fees, administrative costs, taxable costs and attorneys’ fees to the prevailing party. “Prevailing party” shall have the same meaning as the term as “successive party”. If any portion of this paragraph is declared unenforceable, the remainder shall nonetheless remain enforceable to carry out the parties’ intention to arbitrate their disputes.