Complete Innovations Inc. dba Fleet Complete

88 Queens Quay West, Suite 200

Toronto, Ontario, Canada M5J 0B8

T: 1-800-220-0779



QUOTE NUMBER:

Quote Expiry Date:

Effective Date

From: Fleet Complete

Bill To:

Ship To:

|  |  |  |  |
| --- | --- | --- | --- |
| **Terms and Conditions** | | | |
| Payment Frequency of Recurring Fee(s) |  | Subscription Term | **36 Months** |
| Payment Method |  | Currency | **CAD** |
| Payment Terms | Upon issuance of receipt |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Hardware And Subscription Solutions** | | | | | | |
| **Solution Name** | **Description** | **Quantity** | **Recurring Fee(s)** | **Upfront Fees(s)** | **Total Recurring Subscription Fee(s) –** | **Total Upfront Fee(s)** |
| Asset Tracker |  |  |  |  |  |  |
| Fleet Tracker – Standard |  |  |  |  |  |  |
| Inspect |  |  |  |  |  |  |
|  | | | | | **Total Recurring Subscription Fee(s)** | **Total Upfront Fees** |
|  | | | | |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Additional Hardware Accessories** | | | | | | |
| **Accessory Name** | **Description** | **Quantity** | **Recurring Fee(s)** | **Upfront Fee(s)** | **Total Recurring Fee(s)** | **Total Upfront Fee(s)** |
| Heavy Duty Cable | xx | 10 | $0 | $0 | $0 | $0 |
| Light Duty Cable | Xx | 33 | $0 | $0 | $0 | $0 |
| Hardwired Cable | Xx | 5 | $0 | $0 | $0 | $0 |
|  | | | | | **Total Recurring Fee(s)** | **Total Upfront Fee(s)** |
|  | | | | | **$0** | **$0** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Additional Services** | | | | | | |
| **Service Name** | **Description** | **Quantity** | **Recurring Fee(s)** | **Upfront Fee(s)** |  | **Total Upfront Fee(s)** |
|  |  |  |  |  |  |  |
|  | | | | |  | **Total Upfront Fee(s)** |
|  | | | | |  | **$0** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Payment Summary** | | | |
|  | | Total Upfront Fee(s) | $0 |
| Shipping (Ground) Fee(s) | $ |
| GST | $ |
| **Grand Total Recurring Fee(s)** | **$0** | **Grand Total Upfront Fee** | **$0** |

|  |
| --- |
| **Order Form Terms and Conditions** |
| 1. Each Quote, once accepted by the parties, shall become an Order documented within this Order Form. This Order Form and all subsequent Order Forms shall be governed by the Order Form Terms and Conditions, the Master Subscription Service Terms and the Additional Terms (as defined herein below) (collectively the “Agreement”) which terms are hereby incorporated into and form part of this and all subsequent Order Forms entered into between Fleet Complete and the client named above (the “Client”). To view the Master Subscription Service Terms please go to <https://www.fleetcomplete.com/legal/>. The Agreement shall apply exclusively. Terms and conditions of the Client that conflict with or deviate from the terms of the Agreement shall not be recognized by Fleet Complete unless Fleet Complete has issued its express written consent to their application. Any defined terms referenced herein below shall be as determined within the Master Subscription Service terms unless otherwise defined herein. 2. In the event the Client terminates or purports to terminate the Agreement prior to the end of the then current Subscription Term or Automatic Renewal Period, in breach of its terms, then the Client shall pay Fleet Complete the total aggregate of the Recurring Fee(s) multiplied by the number of months remaining in the then current Subscription Term or Renewal Period. 3. The Total Upfront Fee must be paid by the Client in full in advance of shipping. 4. Billing will be effective and commence as of the date the Software is enabled on the Fleet Complete Servers (the “Provisioning Date”). The Subscription Term shall commence on the Provisioning Date, unless otherwise stated herein. 5. Monthly Subscription Fee payments due to Fleet Complete require automatic monthly Credit Card payment or pre-approved debits (“PAD”). Client hereby consents to Fleet Complete conducting a credit rating check on the Client. Payments and deposits are non-refundable. All Monthly Subscription Fee payments are due upon receipt of applicable invoice by Customer. 6. The Subscription Term indicated above shall commence on the Provisioning Date and shall renew for consecutive twelve (12) month periods (the “Automatic Renewal Period”) unless written notice is provided by either party 60 days prior to end of the initial Subscription Term or the end of each Automatic Renewal Period. The Monthly Subscription Fee stated within the Order Form shall apply during the initial Subscription Term. Upon the expiration of the initial Subscription Term, the Monthly Subscription Fee shall be subject to an increase of seven percent (7%), which increase shall take effect and be applied as of the first day of each Automatic Renewal Period. 7. Additional installation fees may apply. A late cancellation fee of up to $150 may be applied where Client fails to cancel a scheduled installation with a minimum of 3 hours prior notice. Please speak to your Fleet Complete representative for more information. 8. Additional fees may apply depending on Client data usage in relation to the Vision 2.0 product, and Client agrees to pay any such additional data usage fees. 9. Standard orders are normally shipped within 3-4 business days. Shipping and delivery dates are not guaranteed. 10. In addition to the Order Form Terms and Conditions and the Master Subscription Service Terms , the following terms and conditions (the “Additional Terms”) apply and shall be binding as between the Client and Fleet Complete or its Affiliate (as indicated within the applicable terms): (i) Pre-Authorised Debit Form as included within the Master Subscription Service Terms; (ii) End User License Agreement(s) (each a “EULA’, including but not limited to the Fleet Complete Vision Mobile App EULA); (iii) Product Hardware Warranty; (iv) Self-Installation Limited Liability Agreement; and (v) Customer Support Terms. A copy of each of the Additional Terms can be found at <https://www.fleetcomplete.com/legal/> unless otherwise referenced within the Master Subscription Service Terms. |

**Please electronically sign or manually sign and return this Order Form and Pre-Authorised Debit Form via email to FC-Directcollections@fleetcomplete.com**

|  |
| --- |
| Client Authorized Printed Name: |

Client Authorized Signature: <<DSSignature1\_1>>