



From:

Date:

Client:

Ship To:

Solutions					
Qty	Solution Name	Solution Description	Contract Term (months)	Monthly Recurring Cost (per unit)	Total MRC
	Mitsubishi Motors Fleet IQ	Hardware/software/install	36 Months		
				Subtotal	
				GST	
				Monthly Charges Grand Total	

Services				
Qty	Product Name	Product Description	Unit Price	Total Price
	Freight			
	Connection Fee			
	FBT App	FBT Electronic Logbook Activation	-	-
			Subtotal	
			GST	
			Upfront Grand Total	

Optional Hardware Accessory				
Qty	Product Name	Product Description	Unit Price	Total Price
	RFID Reader	Driver ID Key Reader		
	RFID Card	Driver ID Card		
	In Vehicle Duress Button	Dash Duress Button with Harness		
	Remote Pendant	Remote Vehicle Duress Pendant and Receiver		
			Subtotal	
			GST	
			Hardware Grand Total	

Notes:

Mitsubishi Motors Fleet IQ is an intelligence solution powered by Fleet Complete Australia Pty Ltd

Fleet Effectiveness is only a click away - <https://www.mitsubishi-motors.com.au/fleetiq>

Our Agreement:

1. Prices are valid for 30 days from the date shown at the top of this document. Upon acceptance of this Order by Fleet Complete Australia Pty Ltd. ("Fleet Complete"), a binding agreement comes into force between Client and Fleet Complete, consisting of the details above and the terms and conditions below (including documents incorporated by reference).
 2. The **Contract Term** is calculated from the date of dispatch of hardware from Fleet Complete. Fleet Complete will invoice the Client the **Monthly Recurring Charge** on a monthly basis
 3. Orders are shipped within 3-4 business days of acceptance of the order. Shipping and delivery dates are not guaranteed.
 4. Additional installation/data fees may apply. Please speak to your Mitsubishi Motors Fleet IQ ("MMFIQ") representative for more information.
 5. Any hardware must be installed by Fleet Complete or one of its authorized installers.
 6. Any repairs and/or replacement carried out by Fleet Complete or an authorized installer which is not covered by any warranty, shall be paid for by the Client at Fleet Complete or the authorized installer's usual charge as the case may be.
 7. Any software included in the Solution must be installed and operated by the Client on a device, which has the minimum system requirements as specified in the EULA.
 8. The Client's use of the software associated with the Solution is governed by the End User License Agreement as varied from time to time ("EULA") which is incorporated into these terms and conditions, and by agreeing to these terms and conditions the Client also agrees that the EULA will apply to and be part of this agreement. A copy of the current EULA can be viewed at <http://www.mitsubishimotorsfleetiq.fleetcomplete.com.au/eula>, and the Client hereby acknowledges having received a copy of the current EULA either electronically or as a hard copy.
 9. Support and maintenance of the Solution is governed by the Support and Maintenance Solutions Terms as varied from time which may be viewed at <http://www.mitsubishimotorsfleetiq.fleetcomplete.com.au/support/technical-support/>
 10. The warranty for the hardware forming part of the Solution is described in Limited Hardware Warranty found at: <http://www.mitsubishimotorsfleetiq.fleetcomplete.com.au/hardwarewarranty>
 11. Fleet Complete will provide you with access to your personal information in accordance with our privacy policy, published at <https://www.fleetcomplete.com.au/about-fleet-complete/privacy-policy/>
 12. **The Solutions are provided for the Contract Term**, or will continue unless terminated in accordance with this Agreement and/or any of the agreements contained herein. Should Client elect to terminate the Contract Term prior to its expiry, Client shall be subject to an Early Termination Fee equal to the remaining payments that would have otherwise been incurred by the Client for the remainder of the Contract Term.
 13. **At the conclusion of the Contract Term, the term of this agreement will be renewed** for a further minimum term of the same length unless the Client gives to Fleet Complete not less than 30 days written notice before the expiry of the Contract Term that the Client does not wish such renewal to occur. In relation to the renewed term thereby created, and in relation to each subsequent renewed term, the same agreement for automatic renewal unless one month's written notice is given will apply.
 14. **Fleet Complete may in absolute discretion suspend, limit or terminate** the provision of the Solution or any part of the Solution and/or disconnect you from the Network and/or terminate this agreement :
 - (a) In accordance with the termination provisions in the EULA; or
 - (b) If Fleet Complete gives you thirty (30) days' written notice of its intention to do so; or
 - (c) Immediately, by notice in writing, if:
 - (i) You are in breach of this Agreement and have not rectified the breach within 30 days of written notice from Fleet Complete requiring rectification (or within 7 days if notice is issued under clause 16); or
 - (ii) A regulatory authority instructs Fleet Complete to do so; or
 - (iii) Fleet Complete reasonably believes that there is use of the Solution by any person that might damage the Network; or in the case of Satellite Solutions, you port out, or you or someone acting on your behalf informs Fleet Complete that you have lost, the Satellite Terminal Equipment; or
 - (iv) Fleet Complete reasonably believes that the Solution is being used to commit an unauthorized, criminal or unlawful activity.
 15. The Client agrees to pay for the Solutions without any deduction or set off at the rates specified on the signature page monthly (or if so specified on the signature page, quarterly) in advance on or before the last day prior to the commencement of the relevant month (or quarter, as the case may be). Where so required by Fleet Complete the Client will make such payment by automatic electronic funds transfer. Where the provision of a Solution is terminated other than at the end of a billing period, the charge made for the final part period will be calculated on a pro rata basis.
 16. If at any time the charges payable by the Client pursuant to this agreement, or any of them, are not paid in full on or before the date on which such payment is due, Fleet Complete may give notice in writing to the Client that the Client must pay such charges, or the unpaid portion thereof as the case may be, in full within 7 days of the receipt or deemed receipt of such notice. If the Client fails to make such payment the right of the Client to use the relevant Solution shall automatically lapse and Fleet Complete may terminate the Client's web login access and or disconnect the hardware Solutions or both and may cease providing the Solutions, or such of the Solutions as it sees fit, without further notice to the Client. The Client hereby waives, and releases Fleet Complete from, any claim which the Client might otherwise have against Fleet Complete for Fleet Complete's failure to provide the Solutions or any of them after the expiry of such 7 day period. Fleet Complete may also serve notice in writing on the Client advising that this agreement has been terminated, in which event the Client must return any vehicle hardware rented from Fleet Complete.
 17. If Fleet Complete instructs solicitors and or collection agents to take any action against the Client to enforce the Client's obligations in terms hereof, the Client shall be liable for all costs incurred by Fleet Complete with its solicitors and or collection agents.
 18. Fleet Complete reserves the right to charge you the total or a proportion of the merchant fee that Fleet Complete incurs for your chosen method of payment and any other supplied Solution.
 19. Whenever the Client is obliged to pay any money to Fleet Complete and Fleet Complete does not receive that money in full within seven days after the day on which that money was payable Fleet Complete may require the Client to pay interest on the unpaid amount. Interest will be calculated from the day on which payment was due until the day on which payment in full is made. The interest rate will be 2.0% per annum greater than the Reserve Bank of Australia's small business –small overdraft variable indicator lending rate on the day on which the payment was due (or if there shall be more than one such rate at the relevant time then the highest of such rates). Any requirement by Fleet Complete that the Client pay interest will not prejudice Fleet Complete's other rights powers and remedies arising out of the Client's failure to pay the money.
 20. If Fleet Complete imposes a credit limit and you exceed the credit limit Fleet Complete may suspend or limit the Solution until you pay all outstanding fees and charges. If you do not pay Fleet Complete invoice on time Fleet Complete may require you to pay its accounts by registered credit card for the Term of this Agreement. You must not cancel a credit card authority. Fleet Complete may pay an agent a commission for introducing you to the Solution.
 21. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.
 22. From time to time Fleet Complete and/or its agents and service providers may collect **personal information** (as defined in the *Privacy Act 1988* (Cth)) from you. This information is collected for the purpose of providing you with the Solution. Fleet Complete may also use your information for purposes that are related to providing you with the Solution which would be reasonably expected such as keeping you informed about features of the Solution or conducting analysis in order to provide a better Solution to you. Fleet Complete may disclose personal information about you or receive personal information about you from:
 - credit card providers or credit report agencies for the purposes permitted under the Privacy Act;
 - law enforcement agencies to assist in the prevention of criminal activities;
 - Service, content providers and dealers and agents for purposes that are related to providing you with the Solution which would be reasonably be expected.
- Fleet Complete will provide you with access to your personal information in accordance with our privacy policy, published at <https://www.fleetcomplete.com.au/about-fleet-complete/privacy-policy/>.
23. At such time when products are not available or updated products are introduced, Fleet Complete reserves the right to deliver an equivalent valued product with equivalent functionalities to the Solution.

Client Signature: _____

Date: _____

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