

FISHTEC STANDARD TERMS AND CONDITIONS FOR FISHTEC NAVICO MAPS AND/OR CHARTS

Updated version – November 2023

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN FISHTEC AND/OR FISHTEC'S RESELLERS, AND THE CUSTOMER (LICENSEE) WITH RESPECT TO THE PURCHASE AND USE OF FISHTEC NAVICO HD CHARTS / 3D BATHYMETRIC MAPS / CONTOUR MAPS / SEDIMENT OVERLAYS AND/OR ANY FISHTEC NAVICO CHARTS OF OTHER DESCRIPTIONS. HEADINGS USED IN THIS AGREEMENT ARE PROVIDED FOR CONVENIENCE ONLY, AND SHALL NOT NECESSARILY BE USED TO CONSTRUE MEANING OR INTENT.

The terms "The Customer" or "The Licensee" will, for the purpose of this agreement, refer meaning to – you, the buyer, intended purchaser, or licenced owner of the FishTec Navico Charts.

Where applicable, "The Customer" may also refer to any authorised FishTec reseller who purchases maps and/or charts from FishTec for the purposes of reselling them for profit.

"Customer Order" – any private person or authorised reseller who places an order with the intent to purchase maps and/or charts from FishTec.

1. CUSTOMER ORDER. The Customer may accept a FISHTEC invoice / offer to sell by making payment in full and sending proof thereof to FishTec. The Customer shall be deemed to unconditionally accept these terms and conditions by issuing such payment and/or proof of payment to FishTec.

2. PRICES. Prices are as per FishTec or FishTec Reseller's website, verbal and/or all digital Quotations or Invoices. Prices of maps or charts do not include Postnet or courier costs to a customers designated address, unless otherwise advised. Delivery will be charged for separately.

Please be aware that items are generally sent uninsured with a carrier service. See more under Shipping and Delivery.

3. PAYMENT TERMS. Payment in full is due from date of Customer order. Payment is strictly by EFT only, unless otherwise agreed to by FishTec.

Payment terms are subject to the Customer accepting the terms and conditions of this agreement and making payment. Proof of payment must be emailed to sales@fishtec.co.za. or sent by Whataspp to 0824460914 / 0825582719, if making a purchase directly through Fishtec.

No maps and/or charts will be given / sent to the Customer until payment and/or proof of payment has been received by FishTec. FishTec reseller's may have different requirements regarding payment. It is up to the customer to comply with FishTec reseller's payment terms and conditions.

4. SHIPPING AND DELIVERY. Following payment and/or poof of payment, the purchased Map / Chart SD media will be sent to the Customer using a carrier service unless otherwise arranged. All items sent by Postnet or couriered by FishTec or Fishtec's Resellers may be applicable under the Delivery terms below.

Title and risk of loss to Maps and/or Charts shall pass to the Customer upon delivery to the common carrier / Postnet / courier service. The carrier is not an agent of FishTec or FishTec Resellers, and in no event shall FishTec or FishTec Resellers have any liability for loss or damage during transit to the customer.

When sent by Fishtec, hardcopies (on SD card) of Maps and/or Charts will be sent uninsured for collection / receipt by the customer at their designated Postnet; or by an uninsured courier service to an agreed street delivery address.

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FishTec shall not be held liable for any delay in delivery or for failure to give notice of such delay. Should the Customer insist upon carrier insurance or overnight priority post, this must be specified by the Customer when placing a Customer order, as these additional charges will need to be specially calculated.

5. CANCELLATION OF ORDERS. Should a Customer Order for Maps and/or Charts be cancelled once payment or proof of payment has been received by FishTec, any refunds required may be subject to both banking charges and an administration charge.

Cancellations may only be made on an order that has not yet been released to a carrier service and which is already en-route to the customer. In the case where Maps and/or Charts are purchased through FishTec's resellers, their terms and conditions regarding cancellations will apply.

7. RETURN POLICY. All sales are final unless otherwise agreed to by FishTec under special circumstances. Please also refer to point 11.

8. WARRANTY. FISHTEC MAKES NO WARRANTY AS TO THE RESULTS, USE OF ANY MAPS AND/OR CHARTS PROVIDED. FISHTEC DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF MAPS AND/OR CHARTS FOR A PARTICULAR PURPOSE OR USE.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL FISHTEC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST DATA, LOSS OF REVENUE, OR ANY OTHER INDIRECT DAMAGES EVEN IF FISHTEC HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

10. SOFTWARE / MEDIA. All Map and/or Chart software delivered under this Agreement are subject to the license terms set out below. All software license terms are established directly between the Customer (Licensee) and FishTec, the rightful creator, owner and licensor of the map and/or chart media/software.

11. SOFTWARE LICENCE TERMS AND CONDITIONS. FishTec hereby grants to the Customer (also known as the Licensee) a perpetual, non-exclusive, limited license to use the Map and/or Chart Software within South Africa or areas otherwise agreed upon by FishTec. This use applies to any FishTec Navico map and /or any other chart files, sediment charts etc. sent to the Customer by a carrier service, or given to a customer by hand following payment to FishTec, or by an authorised FishTec Reseller.

11.1 RESTRICTIONS: The Licensee shall make no attempt to modify, copy, duplicate, reproduce, or sublicense the FishTec Navico Map and/or Chart Software / Media, or transfer or convey the Software / Media or any right in the Software / Media to any other living person. Any such attempts will be considered illegal and an act of piracy, for which the offending customer may be prosecuted under the law.

The original licensee may however, resell their Fishtec Navico Map and/or Chart data on SD card in a private capacity, and thus transfer full ownership and licence to a new customer. *Please see also, point 14.*

NB: *Each map and/or chart data SD card supplied to the customer will be identified by a painted edge. Any attempt to damage, remove and/or the removal of this identifying characteristic will render any allowed warranties and upgrades invalid.*

12. FILE / DATA PROTECTION: All FishTec Navico Map and/or Chart data is security encrypted. ***Any attempt to copy, write to or make modifications to the SD card on which the map and/or chart data is supplied to the customer, may render the data on the SD card invalid or damaged.***

Any map and/or chart data invalidated, lost or damaged due to negligence on the part of the customer will, under no circumstances, be replaced by FishTec. The customer will thus be required to repurchase the map and/or chart data on SD card, at the price prescribed as per the current pricelist should they wish to replace the chart.

Use of the map and/or chart data SD card is designed for use in compatible Lowrance Fishfinders (Combo units and Chartplotters) only. The onus is on the customer to make sure the unit they have is considered 'compatible' with FishTec charts/ maps.

NEVER INSERT YOUR FISHTEC CHART CARD INTO ANY DEVICE OTHER THAN A COMPATIBLE LOWRANCE FISHFINDER UNIT. *Inserting the map and/or chart data SD card into a computer or laptop and/ or any cellphone, iPad, tablet or other media reading device, may negatively affect or corrupt the data on the SD card. FishTec will not be held liable for replacing chart cards which have been corrupted through such user negligence.*

12.1 GENISIS LIVE is a feature found on the "Overlay" menu. It is important to note that: Genesis Live is known to automatically write data to any SD card in the unit should this overlay be turned on.

Genesis Live users must therefore make sure to REMOVE any FishTec chart or mapping card from your Lowrance unit BEFORE using / turning the Genesis Live overlay "ON" to prevent possible data corruption or irreparable damage to your FishTec chart card. Please refer also to point 12.

13. LOST, STOLEN OR DAMAGED MAP AND/OR CHART DATA ON SD CARD

The responsibility lies with the customer / licensee to take the necessary precautions to protect and/or insure their own map and/or chart data SD cards / software against theft or damage. FishTec and/or its resellers, will not be held liable for replacing any map and/or chart data SD cards / software that is lost, stolen, damaged or the data corrupted following the purchase of such map and/or chart data on the SD card, by the customer.

14. RESELLING YOUR FISHTEC NAVICO MAP AND/OR CHARTS DATA ON SD CARD (Transfer of ownership)

The purchased FishTec Navico Maps and/or Charts on SD card / software, are the property of the original licensee and may be used in any one of the licensee's own Lowrance Sonar (fishfinder) units that it is compatible with.

Should any sale or transfer of the FishTec Navico maps and/or charts take place between the original licensee and another person, the sole ownership and licence of the FishTec Navico maps and/or chart data on SD card being transferred or purchased, will automatically transfer onto the subsequent purchaser / new owner (the licensee / customer).

Any customer in possession of the FishTec Navico maps and/or charts data on SD card / software, will governed by this agreement in its entirety.

The original licensee should be aware that the transfer of ownership / licence of such FishTec Navico maps and /or charts to a new user / customer, would invalidate the original licensee's ownership of such charts. Thus should the original licensee wish to use the same FishTec charts in the future, they would have to **re-purchase the chart software at the current pricing structure.** *Any copies are considered illegal under this agreement, by which all customers are governed.* **NB:** The new licensee will not have access to any remaining free upgrades, unless proof of original purchase can be provided (Invoice/Receipt) and they have filled in a registration form (see page 5) or

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advised FishTec, in writing, of the transfer of ownership to ensure that FishTec's records have been updated to reflect such change of ownership.

15. RETURN POLICY

All FishTec chart cards are pre-checked before being sent to you and deemed to be defective-free to the best of our knowledge. Please check your chart card upon receipt. Within 7 days of receipt of your FishTec chart card/s if you notice your chart card/s is not working as it should, please contact FishTec on 031-2628977 or email sales@fishtec.co.za to let us know what the issue is.

Should you elect not to contact FishTec within 7 days of receiving and using your chart card/s to highlight any problems you may be experiencing, it will be understood that your chart/s has no issues, and you are satisfied with the product/s as it was sent to you.

In the event of any defect in the hardcopy media (SD card) upon which the Software is provided, FishTec shall provide the original Licensee with a new hardcopy of the Software, **subject to the return of the defective Software** media to FishTec for review.

Upon review by FishTec, should it be discovered that the defect in the software media is due to an attempt made by the licensee to modify, copy, duplicate or reproduce the FishTec Navico Map and/or Chart Software / Media, FishTec will not provide the Licensee with a new hardcopy of the software media, and may also choose to take legal action against the licensee.

Also, upon review by FishTec, should it be discovered that the defect in the software media is due to possible negligence on the licensee's part such as inserting the chart card into a device other than a compatible Lowrance fishfinder or upon finding Genesis Live files on the FishTec chart card, FishTec will not provide the Licensee with a new hardcopy of the software media at no cost. The Licensee may elect to claim from their insurance and purchase a new chart card at the current advertised pricing structure.

Return costs of alleged defective media to FishTec for review will be for the customer's account.

16. FREE CHART UPDATES AND ANNUAL UPDATE SUSCRIPTIONS

Occasionally updates may become available for the various FishTec charts. FishTec will not inform customer's personally (telephonically or in writing), of any available updates. The onus is on the licensee to regularly check our website www.fishtec.co.za and look out for social media announcements such as on our FishTec Facebook page, to discover when these updates become available. Customer's are also welcome to contact FishTec periodically to make inquiries on possible available updates.

Any chart updates, only if and when available, will be FREE for 1 year (12 months) from the date of purchase (invoice date) of a registered customer's most recently purchased FishTec chart card. Over and above this, each time a customer purchases a new FishTec chart to the value of R1500.00 or higher, the FREE chart upgrade option will automatically be renewed, by 12 months for all FishTec chart cards that the customer owns / has purchased through FishTec or an authorised FishTec reseller up until that point.

Should a customer's / licensee's update subscription option have expired and you still wish to enjoy further updates after the free 12 month period, you may also elect to purchase further 12 month subscription/s at a cost of R1150.00 incl. VAT. *Please see the form below this agreement for registering your charts and further information on chart updates.*

16.1. REGISTERING YOUR CHARTS TO RECIEVE FREE UPDATES (FishTec customers excepted)

Should a customer purchase a FishTec chart through an authorised FishTec reseller, this is a very important step should you wish to take advantage of being eligible for any available, FREE updates for a period of 12 months after purchasing your FishTec Navico Chart/s. **Customers who buy charts directly from FishTec, need not worry about registration for the free updates, as your details will be recorded when you make your purchase through FishTec.**

Proof of the original chart media card purchase (Invoice / receipt) from a FishTec Reseller will be requested to verify the true date of purchase.

Should you no longer have your invoice / receipt available, please provide FishTec with the serial number found on the sticker on the outside of the chart box in which the chart media card was provided to you. The Free Updates will then automatically apply from FishTec's date of sale to the authorized reseller from whom you purchased the chart.

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Please print and complete the chart registration form (.pdf). at the end of this Terms Conditions document. Please EMAIL this to sales@fishtec.co.za. or alternatively, please request a registration form by emailing sales@fishtec.co.za

16.2 HOW TO GET FREE CHART UPDATES

The chart updates will only be available to customers who have registered / recorded chart purchase/s with FishTec. *(See point 16.1: Registering your charts to receive free updates)*

The original chart SD media card is required to be returned to FishTec by the customer, for the facilitation of any updates.

It is important that your current chart card/s should all be working as they were when they were originally supplied to you. Any corrupted, damaged or blank cards returned to FishTec would not be able to be updated and you would need to purchase a new chart, should you wish to replace that chart. *If you do have any such issues with any of your chart cards, please do not hesitate to contact FishTec at sales@fishtec.co.za to make inquiries.*

Should your chart subscription be out of date at the time when updates become available, you would be liable for the R1050.00 incl. VAT update subscription fee to upgrade your subscription for another 12 months should you wish to continue with the update. (See also point 16)

Unless the chart swap is done in person at the FishTec premises in Westville, KZN, all carrier costs in both directions, whether Courier or Postnet to Postnet to facilitate the updates of the charts, are for the chart owner's account.

All FishTec Charts are be made to order due to the encryption process. This is a manual process, so please take this into consideration to avoid disappointment when arranging to update your charts

16.3 SUBSCRIPTION RENEWALS FOR CHART UPDATES

When a customer's 12 month FREE subscription to available updates expires (see also point 16), the customer will have the option to purchase further 12 month subscription/s for any future available updates. The customer may purchase these subscriptions at any time, and is not under any obligation to purchase annual/12 monthly subscriptions.

A subscription for a 12 month period is currently priced at R1150.00 incl. VAT. VAT is currently charged at 15%. Subscription prices are however subject to change without notification. Customers' are welcome to email sales@fishtec.co.za to make inquiries as to your chart update subscription status.

17. FINAL AGREEMENT This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified, without notification, in the future. The responsibility lies with the customer to keep themselves updated on any future modifications to the terms and conditions on the subject matter hereof by emailing sales@fishtec.co.za

18. ACCEPTANCE OF THE AGREEMENT. The terms and conditions of this agreement shall be made effective immediately upon FishTec's receipt of payment and/or proof of payment from the Customer. By making payment and sending proof thereof to FishTec, it shall be understood that the Customer has read and understands all the terms and conditions herein and agrees to adhere to such terms and conditions as they stand. It shall also be understood that selecting "YES" in regards to the Terms and Condition notification as displayed on the screen of

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any Lowrance Fishfinder capable of reading the FishTec Navico Maps and/or Charts on SD card, further constitutes the customer's agreement to, and understanding of all the terms and conditions set out herein.

REGISTRATION OF FISHTEC-NAVICO MAPS AND/OR CHARTS

(If your purchase was made directly through FishTec, no registration is required)

Email to: sales@fishtec.co.za / fishton@fishtec.co.za

Name and Surname:.....

Email Address:.....

Cellphone Number:

Delivery Address: (Postnet or Street):

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Chart/s that were purchased. (Please list below)

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Name of FishTec Reseller or Private Person you purchased the charts from:

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Please email a copy of your invoice / receipt as proof of purchase of the FishTec-Navico Charts.

Should you no longer have your invoice / receipt available, please provide us with the serial number found on the sticker on the box in which the chart media card was provided to you. NB: Eligibility for any available

Free updates* would, in this case, be calculated from FishTec's date of sale to FishTec's Reseller or the original licensee as recognised by the serial number of the chart, and not from the date you purchased the chart media card.

Serial Number.....

**For more information on 12 month subscriptions to upgrade charts, please read FISHTEC STANDARD TERMS AND CONDITIONS FOR FISHTEC NAVICO MAPS AND/OR CHARTS – point 16*

I, the undersigned, hereby confirm that the above supplied information is true and correct to the best of my knowledge. Please go ahead with the registration of my FishTec-Navico Chart Media Card.

Signature.....

Date:.....