

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

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 MOSAIC 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 or faxed Quotations or Invoices. Prices of maps or charts do not include postage 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 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 faxed to 0866712820, 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 posted 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 / Post Office / 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 by uninsured registered mail for collection / receipt by the customer at their designated post office; or by an uninsured courier service to an agreed street delivery address. 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 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 will 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. Please also refer to Software License Terms.

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. 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 an authorised FishTec Reseller.

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 13.*

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

File Protection: All FishTec Navico Map and/or Chart data is security encrypted. *Any attempt to copy 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.

Use of the map and/or chart data SD card is designed for use in Lowrance Fishfinders (Combo units and Chartplotters) only.

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 the data on the SD card, and is never recommended.

12. 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 such instances. 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 or damaged following the purchase of such map and/or chart data on the SD card, by the customer.

13. 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 are suited.

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 4)

14. RETURNS

In the rare 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, **only upon return of the defective Software** media to FishTec for review.

Upon review by FishTec, should it be discovered that the defect in the 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.

Return costs of alleged defective media to FishTec are for the customer's account.

15. FREE UPGRADES AND ANNUAL UPGRADE SUSCRIPTIONS

Occasionally updates will become available for the various charts. The onus is on the licensee to regularly check our website – www.fishtec.co.za and our Facebook page timeline – FishTec Lowrance, to discover when these updates become available. FishTec will not inform you personally (telephonically or in writing), of any available updates.

Any upgrades, only if and when available, will be FREE for 1 year (12 months) from the date of purchase (invoice date), to REGISTERED CUSTOMERS who purchased the FishTec Navico Charts. Should you still wish to enjoy

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further updates after the free 12 month period, you may purchase further 12 month subscription/s. *Please see page 4 for registering your charts and further information on upgrades.*

REGISTERING YOUR CHARTS TO RECIEVE FREE UPGRADES

This is a very important step should you wish to take advantage of being eligible for any available, FREE upgrades for a period of 12 months after purchasing your FishTec Navico Chart/s.

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

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. The Free Upgrades will thus automatically apply from FishTec's date of sale to Lowrance SA from where subsequent Dealerships / Resellers may have purchased the chart media for resale to the public (Customers).

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

FREE CHART UPDATES

From the date of purchase of the Map and/or Chart data, the customer will be eligible for FREE available upgrades for 1 year (12 months) from the date of purchase. These updates will only be available to customers who have correctly registered their chart purchase/s with FishTec. *(See above: Registering your charts to receive free upgrades)*

The original chart SD media card would be required to be returned to FishTec by the customer, for the facilitation of any upgrades. Any shipping costs incurred either way, will be for the customer's account. Please contact Colleen – sales@fishtec.co.za for more information and to make arrangements.

SUBSCRIPTIONS TO CHART UPDATES

When the customer's 12 month FREE subscription to available upgrades expires, the customer will have the option to purchase further 12 month subscription/s for any future available upgrades. The customer may purchase these subscriptions at any time, and is not under any obligation to purchase consecutive 12 month subscriptions.

A subscription for a 12 month period is currently priced at R1400.00 incl. VAT. VAT is currently charged at 14%. Subscription prices are however subject to change without notification. Please be sure to check our website – www.fishtec.co.za and the FishTec Lowrance Facebook page regularly for any price change notifications, as well as available chart updates.

The original chart SD media card would be required to be returned to FishTec by the customer, for the facilitation of any upgrades. Any shipping costs incurred either way, will be for the customer's account. Please contact Colleen – sales@fishtec.co.za for more information and to make arrangements.

Dual Chart Owners - GEN 1 AND GEN 2 units (Purchased prior to January 2016)

Should the customer have previously purchased charts where an additional copy was created by FishTec in order to service both a Gen 1 and a Gen 2 unit/s, please now make a choice as to which unit you would prefer to have the upgrades for.

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Due to the new system of encryption of charts, we are unable to supply more than one update, per upgrade session, per customer for FREE.

Should you wish to purchase an additional card with upgrades for your other unit (Gen1 or Gen2), the cost will be as per the current pricing structure. Only the mosaic chart data you currently own, including any upgrades will be put onto a new SD card for this second unit.

16. 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 checking the website – www.fishtec.co.za or the FishTec Lowrance Facebook page.

17. ACCEPTANCE OF 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 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

First Name and Surname:.....

Email Address:.....

Chart/s that were purchased. (Please tick)

KZN Sediments
Northern Provs Sediments
Cape Sediments
Inanda Mosaic
Albert Falls Mosaic
Midmar Mosaic
KZN Combo Pack (Inanda, Alberts, Midmar)

Please tick the appropriate option:

Registration for FREE updates for a period of 12 months from original purchase date (Section A & B)

Registration for a 12 month update subscription (Section C).

Please complete the appropriate section below:

SECTION A: New Purchases

Date of Purchase (Invoice / Receipt Date):.....

Please also 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. The Free Upgrades will automatically apply from FishTec's date of sale to FishTec's Reseller as recognised by the serial number, and not from the date you purchased the chart media card.

Serial Number.....

Name of the Lowrance Dealership where the chart media was purchased from:

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SECTION B: Second-hand Purchase from a Private Person (transfer of licence & ownership)

Please email FishTec a copy of the Invoice / Receipt of the original purchase to take advantage of any balance of Free upgrades still available. Alternatively, please provide us with the serial number of the card. This can be found on the white sticker on the box.

Serial Number.....

SECTION C: 12 Month Subscription to Available Upgrades.

A subscription for a 12 month period is currently priced at **R1400.00 incl. VAT**. The subscription will run for 12 months from date of EFT payment, as per your proof of payment receipt emailed to FishTec.

FishTec will not contact you personally regarding available updates, the onus is on you to regularly check our website – www.fishtec.co.za and our Facebook page – FishTec Lowrance. Should you become aware of an available update, please email Colleen – sales@fishtec.co.za with your intention to take advantage of the upgrade *

Cell Phone Number:

Delivery Address and postal code:

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Serial Number of Card (white sticker on the box):.....

Along with this completed registration form, please also email your proof of EFT payment to Colleen Sales@fishtec.co.za

BANK DETAILS:

FishTec
Standard Bank Westville 045426
Account Number: 251603636
Please use your name as your reference

**For more information on 12 month subscriptions to upgrade charts, please read FISHTEC STANDARD TERMS AND CONDITIONS FOR FISHTEC NAVICO MAPS AND/OR CHARTS – page 4 - "SUBSCRIPTIONS TO CHART UPDATES"*

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:.....