

Tractive Care

Terms & Conditions

I. Scope

1. If the GPS tracker protected by Tractive Care is damaged, stolen, or lost during the protection period, Tractive will repair or replace this GPS tracker in accordance with the following Terms and Conditions.
2. Repairable damages are repaired free of charge. In the event of irreparable damage, theft or loss of the device, Tractive will replace the GPS tracker with a new device.
3. Assessing the question of whether damage is repairable or not is the sole responsibility of Tractive.

II. Exclusion

Tractive Care excludes any repair or replacement in the following cases:

- a) Deliberate loss or damage;
- b) Repair or replacement costs for the battery of the Tractive GPS tracker;
- c) Abrasion or (shell) damage that does not affect the performance of the Tractive GPS tracking device;
- d) Force majeure;
- e) Damage, loss or theft, which is covered by an insurance.

III. Exchange / Replacement Delivery

1. The replacement device will not be shipped in standard product packaging. The Tractive Subscription Plan from the former Tractive GPS tracker will be automatically transferred to the new replacement device. The subscription plan of the damaged / lost / stolen device is deactivated. Submitted damaged GPS trackers become the property of Tractive in case of replacement. Accessories are not replaced in case of a Tractive Care claim.
2. All shipping costs (both sending and returning) are to be covered by the customer as well as any customs duties.
3. The number of possible claims for replacement will depend upon which of the following subscription plans have been selected by the customer:

- a) **Yearly Subscription Plan with Tractive Care:** The customer has the right to exchange the tracker once per paid subscription year.
- b) **2-Year Subscription Plan with Tractive Care:** The customer has the right to exchange the tracker 2 times within the entire subscription period of 2 years.
- c) **5-Year Subscription Plan with Tractive Care:** The customer has the right to exchange the tracker 2 times within the entire subscription period of 5 years.

After the number of possible claims for the selected subscription plan has been reached, Tractive Care remains active for the new tracker, but another replacement will only be possible within the next paid subscription period. If Tractive Care has not been used within the subscription period, the claim is forfeited and will not add to the number of claims for the next subscription period.

IV. Validity Period / Term

Tractive Care benefits only apply to those GPS trackers for which Tractive Care has been activated and only while the Tractive Subscription Plan is active. Tractive Care does not apply to trackers whose subscription is paused. If the subscription for the Tractive GPS tracking device is deactivated or temporarily paused, there is no longer any claim to services from Tractive Care.

V. Report a Tractive Care Claim

- 1. To file a Tractive Care request for repair or replacement of the Tractive GPS tracker, please contact Tractive Customer Service via <https://help.tractive.com/>. Enter the following details:
 - a) Description of the case and
 - b) ID of the Tractive GPS tracker.
- 2. The Tractive Customer Service will inform you about the next steps.

VI. Termination of Tractive Care

- 1. Tractive Care will automatically stop in the following cases in addition to the termination reasons described above:

- a) The subscription for the associated tracker expires, was terminated prematurely or, for another reason, effectively terminated by Tractive;
 - b) Abusive or illegal use of the GPS tracker.
2. Tractive also reserves the right to terminate the customer's Tractive Care service at any given time should Tractive suspect that the customer is abusing the service. "Abuse" includes, but is not limited to, false reports of lost or broken trackers.

VII. Right of Withdrawal and Transfer of Tractive Care

1. Tractive Care may be terminated at any time by a letter of termination to Tractive Customer Service at <https://help.tractive.com/>.
2. Tractive Care cannot be transferred to other people or to other Tractive GPS tracking devices.