

# Tractive Care Terms & Conditions

## **I. Scope**

If the Tractive device covered by Tractive Care is damaged, stolen, or lost during the coverage period, Tractive will either repair or replace this device under the following conditions:

1. Damages deemed repairable by Tractive will be repaired free of charge. In the event of irreparable damage, theft, or loss of the device, Tractive will replace the tracker with a new device.
2. The determination of whether the damage is repairable is the sole responsibility of Tractive.

## **II. Exclusion**

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

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

## **III. Exchange / Replacement Delivery**

1. The replacement device will not be shipped in standard product packaging. Upon shipment of the replacement device, the subscription plan will automatically transfer to the new device, unless the customer prefers to manually transfer it upon the tracker's arrival. The damaged, lost or stolen device will no longer have an active subscription after the transfer of its subscription to the replacement device has taken place. Upon replacement, damaged devices submitted to Tractive become the property of Tractive. Accessories are not included in the Tractive Care claim and will not be replaced.
2. All shipping costs (both sending and returning) as well as any related customs duties are to be covered by the customer.

3. The number of possible claims for replacement depends on the subscription plan 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.

4. A replacement claim cannot be made for a Tractive device with an ID that has already been replaced under Tractive Care.
5. When replacing a Tractive device under Tractive Care, customers will receive the same tracker model, unless the original model has been discontinued. Tractive Care does not entitle customers to free upgrades to different and/or potentially more advanced tracker models.
6. Customers who have already made use of a Tractive Care claim are not eligible for a refund of the Tractive Care cost in case they cancel their Tractive subscription plan within the 30-day refund period.

#### **IV. Validity Period / Term**

Tractive Care benefits only apply to those devices for which Tractive Care has been activated and while the corresponding Tractive subscription plan is active. Tractive Care does not apply to Tractive trackers with paused subscriptions. If the subscription for the Tractive device is deactivated, terminated, in dunning, or temporarily paused, Tractive Care services can no longer be claimed.

## **V. Report a Tractive Care Claim**

1. To initiate a Tractive Care claim for repair or replacement of the Tractive device, please contact Tractive Customer Service via <https://my.tractive.com/rma/>

Enter the following details:

- a) Description of the claim and
  - b) Serial code (8-character ID on the back) of the Tractive device.
2. Tractive Customer Service will inform you about the next steps. Ensure to check your spam folder in case information regarding your Tractive Care claim does not arrive within 5 business days.

## **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 Tractive device.
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 can be canceled independently of the Tractive subscription anytime by messaging Tractive Customer Service at <https://help.tractive.com/>.
2. Tractive Care cannot be transferred to other people or other Tractive devices.