

General Terms and Conditions

B2C

PART 1: GENERAL TERMS FOR ALL GSFLEETS B2C SERVICES (B2C)

1. Parties and scope

1.1 These terms apply to agreements between GSFleet AB, Reg. No. 963299859, E A Rosengrens Gata 31, 42131 Västra Frölunda, Sweden, Tel: +46 8 550 124 65, e-mail: supportsweden@gsfleet.io ("GSFleet"), and a private individual purchasing products, subscriptions, licenses or services from GSFleet ("Consumer").

1.2 The terms apply to sales to private customers in Sweden. Specific service terms referenced in an order or separate document apply together with these general terms, provided they do not conflict with mandatory consumer protection rules.

2. Pre-contract information and language

2.1 Consumers shall receive required pre-contract information in accordance with the Swedish Distance Contracts Act, including price, fees, delivery, payment terms, contact details, withdrawal rights and cancellation terms.

2.2 Agreement documentation and mandatory information shall be provided in Swedish. Electronic signatures are permitted.

3. Contract duration and termination

3.1 Contract duration is stated in each order or agreement. If not otherwise agreed, a 12-month subscription is the default for consumers.

3.2 Longer fixed terms (e.g., 36 months) are permitted only if explicitly and expressly accepted by the Consumer at the time of contracting.

3.3 Automatic renewal is permitted only where explicitly disclosed; GSFleet will notify the Consumer at least 30 days before renewal and provide a simple way to cancel prior to renewal.

3.4 Consumers may cancel by e-mail to supportsweden@gsfleet.io or via their customer account. GSFleet will confirm receipt of the cancellation in writing.

4. Right of withdrawal (distance contracts)

4.1 Consumers have a 14-day right of withdrawal for distance contracts, counting from the day the contract is concluded (or the day the goods are received (for purchases of goods), unless an exception applies.

4.2 To exercise the right of withdrawal, the Consumer must notify GSFleet in writing (e.g., e-mail) within the withdrawal period.

Refunds will be made within 14 days of notification, subject to receipt of any returned goods in substantially the same condition, if a return is required. Unless otherwise agreed or if the fault is GSFleet's, the Consumer normally covers return shipping costs.

4.3 Exceptions: Services that start immediately with the consumer's explicit consent that withdrawal is lost, sealed goods that cannot be returned for hygienic reasons after opening, digital content delivered immediately with the consumer's consent where withdrawal is lost, and other statutory exceptions.

5. Price and payment

5.1 Prices are as stated in the order/contract and include VAT when indicated. All fees must be clearly displayed before ordering.

5.2 Payment follows the terms stated in the order/contract. If no due date is stated, payment is due 14 days from the invoice date.

5.3 Late payment interest and reminder fees apply in accordance with Swedish law. GSFleet may charge reasonable reminder fees in line with applicable rules but will not impose excessive fees.

5.4 After notice and reasonable opportunity to remedy, GSFleet may temporarily suspend service until outstanding payments are made. Any reinstatement fees must be reasonable and notified in advance.

6. Price changes and amendments to terms

6.1 GSFleet may propose price changes due to increased costs. Material price increases (e.g., 5% or more) that are disadvantageous to the Consumer require at least 30 days' notice and give the Consumer the right to terminate the contract without penalty prior to the change taking effect.

6.2 Material changes to general terms affecting consumer rights require at least 30 days' notice and allow the Consumer to cancel without penalty if the change is adverse.

7. Delivery, operation and availability

7.1 Delivery of physical products follows the agreement. Risk transfer and shipping costs follow the contract and applicable law; for distance sales the Distance Contracts Act applies.

7.2 GSFleet will provide services with reasonable care and skill. GSFleet may perform updates and maintenance; planned downtime will be communicated in advance where feasible.

7.3 GSFleet is not liable for interruptions caused by events outside its control (force majeure), third parties, or the consumer's own systems, except where caused by GSFleet's gross negligence.

8. Support and service

8.1 Included support is specified in the agreement. GSFleet provides reasonable free support as stated in the service specification. Additional consultancy or out-of-scope work is charged separately.

8.2 Paid support, consultancy and additional services are charged at the agreed rates.

9. Complaints and warranty

9.1 Consumers have statutory rights under the Swedish Sale of Goods Act and Consumer Services Act. For goods, at least a two-year right to complain applies.

9.2 Complaints must be made without undue delay after the defect is discovered, and no later than two months from discovery.

Complaints should be sent to supportsweden@gsfleet.io with a description of the defect.

9.3 Remedies include repair, replacement, price reduction or contract rescission as provided by law. If GSFleet is responsible for the defect, GSFleet covers necessary costs, including return shipping.

9.4 Any commercial warranty offered by GSFleet is additional to statutory consumer rights and does not limit those rights.

10. Consumer obligations and cooperation

10.1 The Consumer must provide correct and complete information and reasonable access and assistance needed for GSFleet to perform its obligations.

10.2 The Consumer must protect login credentials and security information. GSFleet is not liable for damages caused by the consumer's failure to safeguard such credentials.

11. Intellectual property

11.1 GSFleet or its licensors retain all intellectual property rights to software, documentation and other materials provided. The Consumer only receives the rights expressly granted in the agreement.

11.2 The Consumer must not copy, modify, reverse-engineer or otherwise infringe GSFleet's IP beyond the permitted use.

12. Personal data and privacy

12.1 GSFleet processes personal data in accordance with applicable data protection laws (GDPR). GSFleet is the data controller for customer-relationship processing unless otherwise stated.

12.2 More information is available in GSFleet's privacy policy, published on our website.

12.3 Consumers may exercise rights to access, rectification, erasure, restriction, objection and data portability where applicable by contacting supportsweden@gsfleet.io

13. Limitation of liability

13.1 GSFleet is liable for direct damage caused by its negligence in accordance with applicable tort law. GSFleet cannot exclude liability for personal injury or death caused by its negligence.

13.2 For financial loss other than personal injury, GSFleet may limit liability to a reasonable amount, commonly the fees paid by the Consumer for the service during the 12 months preceding the claim, unless mandatory law provides otherwise. Any limitation must not impair the consumer's statutory rights.

13.3 GSFleet is not liable for indirect or consequential losses except where liability follows from law or where GSFleet has acted with intent or gross negligence.

13.4 Force majeure: GSFleet is not liable for non-performance caused by events beyond its reasonable control (e.g., war, strike, natural disaster, major IT incident, government intervention). Force majeure does not affect mandatory statutory consumer rights.

14. Changes to the service

14.1 GSFleet may update and develop its services. Material adverse changes to functionality or price must be communicated in advance and grant the Consumer the right to terminate without cost.

14.2 Minor technical updates and security patches that do not materially impair the service may be made without separate consent.

15. Assignment

15.1 The Consumer may not assign the agreement without GSFleet's written consent.

15.2 GSFleet may assign the agreement and will notify affected consumers. If assignment materially worsens the consumer's conditions, the Consumer will be given the right to terminate without cost.

16. Confidentiality

16.1 Parties shall keep confidential information secret during the contract term and for five years thereafter, except information that is public or required by law to be disclosed.

17. Dispute resolution

17.1 Swedish law governs the agreement.

17.2 Consumers may bring complaints to the Swedish National Board for Consumer Disputes (Allmänna reklamationsnämnden, ARN) or use the EU online dispute resolution platform (ODR) for cross-border disputes.

17.3 If a dispute cannot be resolved through ARN or negotiation, it shall be brought before Swedish courts. The Consumer may, where mandatory law allows, bring proceedings in the consumer's local district court; otherwise the court where GSFleet has its seat applies.

18. Contact details

GSFleet AB, Reg. No.: 963299859 Address: E A Rosengrens Gata 31, 42131 Västra Frölunda, Sweden Tel: +46 8 550 124 65, e-mail: supportsweden@gsfleet.io

19. Effective date and updates

19.1 These terms apply from their publication date and to new agreements thereafter. GSFleet may update the terms; consumers will be informed in advance of material changes and given the right to terminate if changes are adverse.

PART 2: TERMS FOR GSFLEET'S SENSOR SERVICES (B2C)

20. Application

20.1 These service terms apply to GSFleet services where a device or other hardware ("the Device") is used to collect or record data for vehicles or objects in which the Device is installed, including TravelLog, Fleet Management and Recovery/Search & Retrieval, when the service is offered to private customers.

21. Ownership and use of the Device

21.1 Unless otherwise stated in the agreement, the Device is owned by GSFleet AB and is loaned to the Consumer for the duration of the agreement. If the Device is purchased, special terms in clause 24 apply.

21.2 The Consumer is responsible for normal care of the Device during the loan period. Damage beyond normal wear and tear must be compensated by the Consumer, unless the damage is due to GSFleet or a third party for whom GSFleet is responsible.

21.3 GSFleet may, for reasonable compensation if agreed, assist with dismounting and/or collection of the Device; costs shall be disclosed in advance.

21.4 The Device may only be used in accordance with GSFleet's instructions and for the agreed purpose. Use for transport or securing of dangerous goods or items of very high value requires a written agreement.

21.5 The Consumer must not modify, open or repair the Device without GSFleet's written consent.

21.6 GSFleet reserves the right to replace the Device and may require return of the replaced Device.

21.7 If misuse is suspected, GSFleet may require immediate return or suspend the service; GSFleet will normally contact the Consumer before taking such measures, except in urgent cases.

21.8 Devices to be returned under the agreement must be returned without undue delay and no later than the time specified in the agreement. If return is omitted, a written reminder will be sent and if the Device is not returned within a reasonable time the Consumer may be charged reasonable compensation corresponding to GSFleet's actual cost for the Device.

22. Right to use data

22.1 The Consumer is granted a non-exclusive right to use the data made available in the system for the Consumer's own use and in accordance with the purpose of the agreement. Any other use requires GSFleet's written consent.

22.2 The Consumer is responsible for ensuring that use of the data complies with applicable laws and for informing affected persons to the extent required by law.

23. Installation and testing

23.1 The Consumer must specify in the order or activation form which objects are to be equipped.

23.2 If GSFleet performs the installation, GSFleet is responsible for correct mounting. If the Consumer installs the Device themselves, GSFleet shall provide clear instructions. Incorrect installation caused by the Consumer may affect allocation of liability but does not reduce the Consumer's statutory rights in relation to product defects.

23.3 After installation the Consumer shall test the Device by checking registrations in the service interface and immediately report defects to supportsweden@gsfleet.io

24. Consumer rights

24.1 Mandatory consumer protection legislation (the Distance Contracts Act, the Consumer Sales Act and the Consumer Services Act) supplement and, in case of conflict, take precedence over these terms.

24.2 Information about the right of withdrawal and any exceptions for distance sales is provided in GSFleet's general terms and on the website.

25. Purchase of the Device - special conditions

25.1 If the parties have agreed that the Consumer purchases the Device:

- ownership transfers to the Consumer when full payment has been received by GSFleet
- risk transfers in accordance with the order confirmation and applicable law

25.2 The Consumer is entitled to at least 2 years' right to make a complaint under the Consumer Sales Act.

25.3 Any commercial warranty, if offered, is set out in the product annex and supplements the Consumer's statutory rights.

26. SIM card and coverage

26.1 Any SIM card embedded in the Device may only be used for data related to the GSFleet service. Unauthorized use may lead to suspension and liability for actual costs. Fixed penalty fees against the Consumer will not be applied; compensation shall be cost-based and proportionate.

26.2 Device functionality depends on mobile network coverage. Coverage maps are available on request. Local and technical conditions may affect service functionality.

27. Administration and user accounts

27.1 The Consumer will receive user accounts to access the service. The Consumer is responsible for keeping login details confidential and for maintaining user permissions.

27.2 The Consumer is responsible for ensuring that information about objects and users is correct and for verifying reports and data.

28. Recovery / Search & Retrieval

28.1 Recovery/Search & Retrieval is a separate paid service for tracking and attempting to recover objects.

28.2 GSFleet undertakes to do what is reasonably required to locate objects but cannot guarantee recovery.

28.3 The standard scope normally includes one search operation per Device per year up to 12 hours from the start of the search, unless otherwise agreed. Continued search requires the Consumer's approval and may be charged as an add-on.

28.4 The service primarily covers countries as agreed; expanded geographic coverage can be arranged separately.

28.5 GSFleet may engage partners; GSFleet is responsible for partner conduct in accordance with the agreement and applicable law.

28.6 In some cases GSFleet may require a police report before a search is initiated. If a search is initiated in situations where the

object is not reported stolen, costs may be charged to the Consumer by agreement.

28.7 GSFleet reserves the right to halt search operations for safety reasons or at the request of authorities.

29. Service, maintenance and repair

29.1 Fault reports should be sent to supportsweden@gsfleet.io. The Consumer shall report defects without undue delay.

29.2 Service and repair may only be performed by GSFleet or an approved partner.

29.3 For warranty claims GSFleet covers reasonable return and repair costs. For defects caused by the Consumer, the Consumer bears shipping and service costs.

29.4 Battery replacement is normally not included in the regular fee unless otherwise agreed.

30. Warranty period

30.1 For loaned Devices GSFleet is responsible for ensuring the Device functions during the agreement term under normal use and according to instructions.

30.2 For purchases of the Device, the Consumer is entitled to at least 24 months' complaint right under Swedish law. A commercial warranty may be 12 months but must not limit statutory rights.

30.3 For third-party components the manufacturer's warranty applies insofar as such warranty exists.

31. Delivery terms

31.1 For consumer deliveries GSFleet is responsible for delivery to the specified delivery address per the order confirmation. INCOTERMS EXW does not apply to consumers unless explicitly agreed in writing.

31.2 Risk and liability transfer in accordance with applicable consumer legislation and as specifically stated in the order.