

HAVENAV PRODUCT LEASE/ RENTAL AGREEMENT

HaveNav, a Texas business, leases or rents all equipment under the following terms. Please review carefully before making an order. "We" or "us" refers to HaveNav (HaveNav.com) or its partners (Amperor, AmperorDirect.com); "you" or "your" refers to renters.

1. **Leased Equipment:** You lease a GPS Product from us for a fee and fixed period as determined in the order. You agree to pay a one-time setup fee, together with a fixed monthly lease fee, as specified by the payment schedule shown on our web site.
2. **Rental of Equipment:** You rent a GPS Product from us on a daily/weekly/monthly basis, the rental to continue until terminated by either party and the unit shipped back to us. You agree to pay a one-time setup fee, together with rental fees, as specified in the order. We may charge your credit card anytime for the balance accrued.
3. **Contract Start Date:** The contract start date will be the date specified in the order or the actual delivery date whichever is later. We will try to get the unit to you at least one day prior to start day; however, because of shipping and delivery limitations, the start date must be a business day. If you need the unit for a weekend departure, use the preceding business day as the start date.
4. **Contract End Date:** The contract end date is when the unit must be cleaned, re-boxed, and dropped off for shipment to our authorized carriers. The shipping instruction will be included when delivering the unit.
5. **Credit Check:** Prior to the validation of this agreement, you agree to permit us to conduct a standard credit check for the sole purpose of execution of this agreement.
6. **Security Deposits:** To keep the rental cost low and to protect against losses, \$600 will be reserved against your credit card limit. This amount will be released upon return of the unit in good conditions. We will charge your credit card for damages other than normal wear and tear.
7. **Fees and Installments:** You agree to pay all lease and/or rental fees described above. All payments will be charged to your credit card, or through other means as shown on our web site as specified in the order. You agree to provide us with valid credit card information, or other valid account information as directed, on which all fees and costs will be charged. If the credit card or account is terminated or changed, you agree to notify us and provide new credit card or account information. You are responsible for all payments through the time the unit is properly returned or paid for.
8. **Lease Purchase Options:** You may purchase a leased unit at the end of the Lease term, or at any time during the Lease, for the residual amount indicated in our web site, together with any applicable sales tax. Rental units may not be purchased.
9. **Rental Contract Extension:** If you want to extend the rental contract, please notify us as soon as possible by phone (800-xxxxxxx) or e-mail (order@amperordirect.com). The e-mail should contain the order number, your name and the length of the extension.
10. **Use of Equipment:** You agree to use the unit in accordance with the manual and other instructions, and to protect the unit against undue or unusual wear and tear. You will use the unit in a careful and proper manner and will not permit the unit to be operated or used in violation of any applicable federal, state, or local statute, ordinance, rule, or regulation. You agree to reimburse us for all damages to the unit arising from any misuse or negligent act by you, your employees, and agents. You will indemnify and hold our company harmless from any liabilities, forfeitures, or penalties for violations of any federal, state, or local statute, rule, or regulation.
11. **Loss or Damage:** In the event of the loss or total destruction of the unit, you must report the loss or destruction to us immediately and you are responsible for the rental/lease payment up to the time we receive the notification. For a rental unit, we will also charge your credit card or other account an amount equals to the fair market price of a new replacement unit plus a nominal processing fee. For a leased unit, we will charge your credit card an amount equals to the residual value of the unit plus a nominal processing fee.
12. **Ownership:** The unit remains our sole property unless and until you purchase a Leased Unit as described above. You will inform us of the location of the unit upon request. All additions to, and all applications and information

installed on any surrendered unit, will be deemed to be part of the unit, and we may delete, destroy, or otherwise dispose of such additions and applications without notice to you.

13. **Repair Service Agreement:** We provide repair or replacement options for all leased and rental units. Leased units are covered by a one-year parts and labor warranty; you may elect to purchase an Extended Warranty plan if offered by our web site. Rental units are covered as long as you maintain the rental payments. A replacement of like or equal value shall be used to replace the product should the product be found to be defective beyond repair. Any fees due during the period when service is performed during the period of rental shall be credited as additional lease or rental days. The credit is counted from the date the product is shipped for servicing to the date when the product is delivered back to you.
14. **Returned Units:** You must obtain a Returned Materials Authorization ("RMA") from us before returning the unit for any reason, including service during the lease or rental and surrender of the unit at the end of the lease or rental. A form is provided on our web site that must be completed and submitted to us in order to obtain the required RMA. We will pay for the shipping of rental units returned for service or at the end of the rental. You will pay for return shipping of leased units returned for service or at the end of the lease. Assuming your compliance with the RMA process, we will pay for the service replacement return shipping costs. You must keep the original packaging for the unit and return the unit only in its original packaging, with all accessories included.
15. **Indemnification:** You will indemnify, defend, and hold harmless our company, our agents, partners, and employees from all claims, loss, or damage to our company on account of your possession and use of the unit.
16. **Remedies:** In the event of your breach of this agreement, we may (a) terminate the agreement and your rights under the agreement; (b) declare the total balance of all unpaid lease charges and/or the cost of purchasing the rental unit by you to be due and owing immediately; and (c) repossess the unit in entirety. Furthermore, a negative report may be made to one or more credit bureaus.
17. **Governing Law:** This agreement is governed by, and interpreted and enforced in accordance with, Texas law. Any action at law or equity concerning this transaction or the unit shall be filed and maintained in the State of Texas. The prevailing party in any action or arbitration shall be entitled to attorney fees and costs in addition to any other recovery to which it may be entitled.
18. **Arbitration:** Any controversy or claim, including any claim of misrepresentation, arising out of or related to this transaction or breach of this agreement will be settled by binding arbitration. The arbitration will be conducted by a single arbitrator under the then current rules of the American Arbitration Association, and will be held in Houston, TX.
19. **Separation:** If any provision of this Agreement is found invalid, the remainder of the Agreement will still be valid.