

Enfotrace GPS

Tracking and Starter Interrupt Devices

Ordering Instructions:

1. Please complete the attached documents:
 - Enfotrace Hardware Agreement
 - Credit Card Authorization - this is optional
2. Once completed, please fax all documents to 302-450-7140

Delivery Options:

1. Standard Delivery takes 3-4 days via UPS Ground
2. Overnight Delivery option is available for additional cost. Call for details.
3. COD fee of \$9.95 applies to all orders not paid by credit card

Have Questions? Need Help? Call Us Today!

Preferred Funding LLC

Renee Willis @ 302-378-8440

Jim Willis @ 302-293-9465



Hardware & Airtime Agreement



Preferred Funding LLC
302-293-9465 Cell
302-450-7140 Fax

GENERAL INFORMATION

Order Date:	Type:	P.O. Number:	SIC:	Agent: Preferred Funding LLC	
Customer:				Ship To Metro:	
Attention:				Ship To Customer - Attention:	
Address:				Address:	
City:		State:	Zip:	City, St, Zip:	
Telephone:		Fax:	Payment Terms:	COD	Credit
			Card	Ship Via:	

ITEM	QUANTITY	MODEL	DESCRIPTION UNIT	PRICE	EXTENDED PRICE
1					
2					
3					
4					
5					
6					
7					

User Name:	If continued on amendment, check here				
Password:	Non-Taxable Customer				
Email Address:	Taxable Equipment Total and License				
Special Configuration Notes:	Resale Cert Number				
	Taxes				
	Non-taxable Equipment &				
Additional Comments:	Installation				
Installation Instructions can be found at - www.enfotrace.com/market/support.html	Shipping & Handling \$2 per Unit				
	Total				
	Down Payment				
	Balance Due				

Location And Data Communications Service:

The undersigned hereby request, and agrees to pay for location and data communication services as provided by Enfotrace in accordance with the rates stated on this contract. When this agreement is accepted by Enfotrace the listed equipment will be authorized for use on the Enfotrace wireless network. In consideration for waiving the standard \$25.00 per unit activation fee, customer agrees to initiate airtime service on all units purchased.

Quantity	Plan Code	Description	Monthly Cost	Total

Contract Term is From: _____ **thru:** _____ **Units will renew at \$** _____ **each and will be billed** _____ **months after order date.**

Enfotrace and customers are subject to and governed by the terms and conditions attached hereto and incorporated herein by this reference. Please read the terms and conditions before signing the agreement. By signing below you are accepting the terms of the agreement, including the terms and conditions incorporated herein. Enfotrace acceptance of customer's order is subject to credit approval and signature on this agreement by duly authorized officer or employee. Subscriber agrees and understands at the end of the listed time frame for standby fees. Enfotrace will charge a one-time annual fee or monthly fee as listed on this contract above for continued standby charge in order for subscriber to utilize pre-purchased access on devices purchased. Subscriber is responsible for usage of location data.

Customer Name:	Title:	Enfotrace Representative:	Metro:
By: (signature) X	Date:	By: (signature)	DATE:
Name: (print)		Name: (print)	Preferred Funding LLC

1. ACCEPTANCE; CANCELLATION

(a) Trackin Inc. dba Enfortrace ("Enfortrace") is not bound by different terms and conditions in Your purchase order or elsewhere unless expressly agreed to in writing by an officer of Enfortrace.com. This Agreement and the Product Brochure available at Enfortrace's website at www.Enfortrace.com ("Product Brochure"), a copy of which has been provided to You, constitute the entire agreement and understanding of the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the location device and/or location device Services, installation and maintenance purchased under this Agreement. The Services commence as of the first day Enfortrace receives an executed contract and initial payment thereafter after the Location device are installed and activated in accordance with this Agreement.

(b) You may, by written notice to Enfortrace within fifteen days of the date this Agreement was originally executed by Enfortrace, cancel this Agreement. If your cancellation occurs within such fifteen-day period and is for any reason other than as a result of material default by Enfortrace of any of the terms of the Agreement. You will pay Enfortrace 20% of the total price and fees for all Location device listed in this Agreement as a de-installation and restocking charge.

2. SHIPPING AND HANDLING

In addition to shipping and handling charges shown on the front of this Agreement, any required delivery that exceeds the cost of normal ground delivery shall be invoiced to you at Enfortrace's then current flat rates.

3. DELIVERY; RISK OF LOSS; TITLE; SECURITY INTEREST

Unless otherwise stated on the front of this Agreement, all deliveries are FCA/FOB Enfortrace's warehouse. Shipping or delivery dates are good-faith estimates only. Enfortrace reserves the right to make deliveries in installments and to bill separately for each such installment. Delivery delay or default on any installment shall not relieve You of Your obligation to accept and pay for remaining deliveries. Claims for shipment shortage shall be deemed waived unless presented to Enfortrace in writing within forty-five days of delivery of each shipment. IN NO EVENT SHALL ENFORTTRACE BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS OR GOODWILL OR ANY OTHER, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES DUE TO LATE OR NON-DELIVERY OF Location device. You hereby grant to Enfortrace a purchase money security interest in the Location device to secure payment in full of amounts due hereunder for the Location device, and You will, upon Enfortrace's request, sign a UCC-1 Financing Statement and any other documents needed to perfect Enfortrace's security interest therein.

4. INSTALLATION

(a) Installation. The location device must be installed in Your vehicles in accordance with Enfortrace's specifications. The location device must be installed only by You, Enfortrace or an authorized installer. Unauthorized or improper installation voids Enfortrace's limited warranty. Installation of the location device shall take place at the location indicated on the front of this Agreement. If installation is performed at a location other than a Enfortrace service center, You will provide a location which is safe and presents no known hazards. All necessary utilities (including plumbing, lighting, air conditioning, heating, electrical power and access to phone lines) shall be accessible by You and provided without charge. You will, at Your expense, obtain and keep in force during the period of installation a policy of general liability insurance covering any liability arising out of Enfortrace's use or occupancy of the site. You will allow Enfortrace, its authorized agents and subcontractors full and free access to the site during business hours and will not require that Enfortrace waive any claim arising from its use of the site or impose any other restrictions as a requirement of access to the site. Enfortrace will attempt to honor any request for installation during non-business hours, but may apply a surcharge for such installation.

(b) Limited Installation Warranty and Limited Remedy. Enfortrace warrants the installation of the location device by Enfortrace or an authorized installer against defects in workmanship for a period of ninety days. If the installation is defective as verified by Enfortrace, Enfortrace or an authorized installer will re-perform the installation at no expense to You.

5. LOCATION AND DATA COMMUNICATION SERVICES

(a) Description of Services. The Location devices function as GPS and cellular transceivers that can be installed and operate in a vehicle as long as the vehicle's electrical system is properly maintained. If properly installed, the Location device will enable You to view Your vehicles' whereabouts or send specific commands to the Location device by logging into Enfortrace's website at www.Enfortrace.com, using standard web browsers. The Services selected by You are further described, including, without limitation, coverage area, service limitations and proper use thereof, in the Product Brochure. The Services are for vehicle location and communication with your Location device only. The Services have no connection to any law enforcement agency. We have no responsibility for contacting or communicating with law enforcement agencies on Your behalf. If needed, You must contact the appropriate law enforcement agency yourself to obtain assistance. All Services depend on the monthly usage plan (the "Service Plan") selected by You.

(b) Pricing of Services. Each Location device is assigned to the Service Plan that has been selected by You for that location device System usage beyond the number of access units included under the selected Service Plan will be invoiced at Enfortrace's standard access unit rates. The Services are priced in terms of access units, with each type of location and data communication service being assigned a specific number of access units. The aggregate number of access units included under the selected Service Plan may be used only by the selected Location device covered under such selected Service Plan. Unused access units may not be applied to other Location device or to another month's additional usage.

(c) Enfortrace's Test of Services. You acknowledge that Enfortrace may, for its internal test and control purposes, without charge to You, locate or communicate with one or more of Your Location device.

(d) Use of Services. The Services are solely for the purpose of allowing You to locate and communicate with your Location device, and may not be resold or otherwise offered to or used by third parties, unless You have entered into a Enfortrace Commercial Value Added Reseller Agreement.

(e) Compliance with Law. You are responsible for Your use of the Services, including any optional services selected. You agree to comply with all applicable laws, ordinances, rules and regulations of the federal, state, local or foreign government and any agency or public authority thereof, and to hold Enfortrace harmless from liability or loss by reason of any asserted or established violation of said laws, rules, or regulations by You, Your employees, agents or representatives.

(f) Subscriber Information; Informing Enfortrace of Changes. You represent that the information contained on the front of this Agreement provided to Enfortrace by You is complete and accurate. You will immediately notify Enfortrace in writing if there are any changes in the information contained on the front of this Agreement. If You desire to transfer any of the Location device to other vehicles, You must notify Enfortrace and provide the appropriate data information prior to such transfer and installation.

6. PAYMENT; TAXES

You shall pay Enfortrace in accordance with the terms stated in this Agreement, at such place as Enfortrace designates on its bill. Airtime charges for Services are billed in advance, at the beginning of each period, based on Your selected Service Plan, as set forth in this Agreement. Billing for the first and last period shall be prorated based on the number of days the Services are provided in such period. Incremental charges and other service charges, including, without limitation, activation fees and charges for additional access units, are billed in arrears. Installation Fees are billed separately. Except for the amount, if any, of any tax included in this Agreement, the prices set forth herein and in the Product Brochure are exclusive of any amount for federal, state, local or foreign excise, sales, use, property, retailer's occupation or similar taxes, or any duties, customs or similar charges. Accounts delinquent in excess of fifteen days from the due date shall be subject to a late fee and interest at the rate of 1% per month (or the highest rate permitted by law, if such rate exceeds the highest rate permitted by law). ENFORTTRACE MAY SUSPEND OR TERMINATE THE SERVICES (INCLUDING DISABLING YOUR ACCESS TO THE SERVICES) AND MAINTENANCE IF ANY CHARGES PAYABLE HEREUNDER ARE DELINQUENT IN EXCESS OF THIRTY DAYS FROM THE DUE DATE OR YOU ARE OTHERWISE IN DEFAULT UNDER THIS AGREEMENT. You agree to reimburse Enfortrace for all costs of collection or enforcement of this Agreement, whether or not suit is filed, including, but not limited to, reasonable attorneys' fees, incurred by Enfortrace.

7. LIMITED WARRANTY

Enfortrace warrants the Location device against defects in materials and workmanship for a period of one year from the date of installation. If a Location device is found to be defective in materials or workmanship during the limited warranty period, Enfortrace will repair or replace the Location device at its discretion and at its expense. Enfortrace warrants that it will provide the Services in accordance with the applicable Service Plan selected and the Product Brochure, but does not warrant complete coverage or that the Services will be uninterrupted or error-free.

8. MAINTENANCE

Under the provisions of certain Service Plans, You will receive maintenance services pursuant to which Enfortrace will repair or replace (at Enfortrace's option) any verified failed Location device component, including antennas and interconnected cables.

9. LIMITED REMEDY

Your sole remedy for breach of any warranty is the right to repair or replacement of the defective Location device and the right to receive a credit or refund (at Enfortrace's discretion) on Services not provided for reasons within Enfortrace's control. No allowance will be given for any single failure or delay that does not exceed forty-eight hours. To obtain warranty or maintenance service, You must contact the local Enfortrace office. Enfortrace may instruct You to (a) obtain a Returned Materials Authorization ("RMA"); (b) adequately package the products; (c) ship the products to the address provided by Enfortrace; and (d) mark the RMA number prominently on the outside of the carton. Products received without an RMA number will be returned freight collect. Enfortrace will return the repaired products prepaid and fully insured. Alternatively, at Enfortrace's option, Enfortrace may remove and reinstall the products.

10. WARRANTY AND MAINTENANCE EXCLUSIONS

Enfortrace is not obligated to provide the limited warranties or maintenance services if there has been any unauthorized alteration, modifications, or repair of the Location device, if there is use with the Location device of accessories or devices not approved by Enfortrace, as being compatible, or in the case of accidents, misuse, abuse, neglect, damage, tampering, improper installation, maintenance, unauthorized use, connection to an improper voltage supply, reception or transmission problems caused by inadequate or improper antenna (not provided by Enfortrace), reception problems caused by an inadequate signal level in the operating area, damage due to exposure to the elements, failure to install or use the Location device in accordance with instruction manuals, or acts of God. The limited warranties and maintenance services do not cover accessories, batteries, casings, coverings and other non-electrical components.

THE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED, EXCEPT WHERE PROHIBITED BY LAW AND, WHERE PROHIBITED, ANY SUCH WARRANTY SHALL BE LIMITED TO THE MINIMUM WARRANTY AND PERIOD REQUIRED BY LAW. NO EMPLOYEE OR AGENT OF ENFORTTRACE HAS THE AUTHORITY TO GRANT ANY OTHER WARRANTY TO YOU, WRITTEN OR ORAL.

You acknowledge that the Services are based upon the Wireless Service™ furnished to Enfortrace by cellular providers ("Cellular Providers") utilizing cellular telephone service furnished to Cellular Provider by one or more participating wireless service carriers ("Participating Carriers") pursuant to agreements between Cellular Provider and such Participating Carriers and subject to terms, conditions and limitations therein set forth. YOU FURTHER ACKNOWLEDGE THAT PARTICIPATING CARRIERS DISCLAIM ALL LIABILITY OF ANY NATURE TO YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING OUT OF YOUR USE OF THE SERVICES, AND YOU AGREE THAT YOU SHALL HAVE NO CLAIMS AGAINST PARTICIPATING CARRIERS OF ANY KIND WITH RESPECT THERETO. You also acknowledge that complete coverage of any area within the Coverage Map (as defined in the Product Brochure) at all times is improbable. The existence of adverse conditions, such as short-term unpredictable meteorological effects and sky wave interference from distant stations, can interrupt the Services at times. Certain circumstances such as weather, tunnels, underground structures, terrain, high-rise buildings, enclosed or underground parking or driving areas, faulty installation, motor ignition and other electrical noises and radio signals from external sources may interfere with the Services. The Coverage Map describes general parameters of expected coverage and is not a guarantee of coverage.

You have no contractual relationship with any Participating Carrier and You are not a third party beneficiary of any agreement between Enfortrace, Cellular Provider and/or any Participating Carrier. You acknowledge and agree that the Participating Carrier shall have no legal, equitable or other liability of any kind to the You. Subject to Federal Communications Commission local number portability rules, You have no property right in any number assigned to You in connection with Your use of the Services and You acknowledge that any such number can be changed from time to time. You acknowledge that Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities. You further agree that neither Enfortrace nor the Participating Carrier shall be responsible for such interruptions of Service or the inability to use the Service outside of the Coverage Map. You acknowledge that neither Enfortrace nor the Participating Carrier guarantees the security of wireless transmissions and neither Enfortrace nor the Participating Carrier will be liable for any lack of security relating to the use of the Service. You expressly acknowledge and agree that the liability and obligations of Participating Carrier to You under the Your agreement for services with any Cellular Provider or Participating Carrier are strictly controlled and limited by the Participating Carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, Your exclusive remedy and the total liability of Provider and/or any supplier of services to Provider arising in any way in connection with the You agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided, shall be limited to payment by Provider of damages in an amount equal to the amount charged to You for Service provided under this You agreement. In no event shall Provider and/or the underlying wireless service carrier be liable for any cost, delay, failure or disruption of Service, lost profits, or incidental, special, punitive or consequential damages.

In no event shall Enfortrace and/or the Participating Carrier be liable for the failure or incompatibility of any equipment utilized by You in connection with the Service other than equipment provided by Enfortrace or expressly authorized by Enfortrace hereunder. You shall use all equipment at Your own risk. You shall indemnify, defend and hold Enfortrace, the Participating Carrier and the respective officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this Agreement; the provision or use of the Services; or the use, failure to use or inability to use any number. This provision shall survive the termination of this Agreement. You acknowledge that this Agreement is assignable by Enfortrace without your consent. In addition, Your Service may be temporarily suspended or permanently terminated with or without notice in the event that Enfortrace's agreement with the Participating Carrier is terminated. You waive any and all claims against Enfortrace and the Participating Carrier for such suspension or termination.

11. LIMITATION OF LIABILITY

ENFORTTRACE SHALL NOT BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY LOSS OR DAMAGE CAUSED BY ANY INTERRUPTION OF THE SERVICES, REGARDLESS OF CAUSE. IN NO EVENT SHALL ENFORTTRACE'S LIABILITY TO YOU EXCEED THE AMOUNT PAID BY YOU FOR THE LOCATION DEVICES OR THE SERVICES IN QUESTION. ENFORTTRACE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, GENERAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF OR DAMAGE TO YOUR VEHICLES OR LOSS OF PROFITS, REVENUES OR DATA, EVEN IF ENFORTTRACE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS AGREEMENT MORE THAN ONE YEAR AFTER ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT. CERTAIN OF THE ABOVE LIMITATIONS MAY NOT APPLY IN SOME STATES AND, IN SUCH CASES, SUCH LIMITATIONS WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

12. INTERRUPTION OF SERVICES; FORCE MAJEURE

Enfortrace shall have no liability for a failure to provide, or for delay in providing, the Location device, the Services or maintenance due directly or indirectly to causes beyond the control of Enfortrace or its subcontractors. If Enfortrace is unable to wholly or partially perform the Services because of any cause beyond its control, Enfortrace may terminate this Agreement without any liability to You, other than refund of any amounts paid for the undelivered Location device or Services.

13. REVISION OF FEES AND SERVICES

After the end of the first year following execution of this Agreement by Enfortrace, Enfortrace may, at any time, upon thirty days' prior written notice to You, revise (a) the monthly rates for Service Plans set forth in this Agreement, (b) the number of access units assigned to each location and data communication service, and (c) the cost and features of Services and programs, as set forth in this Agreement and in the Product Brochure in effect on the date of Enfortrace's execution of this Agreement.

14. TERM AND TERMINATION; RENEWAL

This Agreement shall remain in full force and effect for a period of one year from the date this Agreement is executed by Enfortrace, and shall be automatically renewed and extended without action by any party for additional periods of one year; provided, however, that either Enfortrace or You may terminate this Agreement upon not less than thirty days' prior notice, to be effective on the last day of the current subscription period. Notwithstanding the foregoing, this Agreement shall terminate immediately without liability if the authorizations held by Enfortrace necessary to provide the Services hereunder are revoked by the Federal Communications Commission.

15. GENERAL

No amendment or modification hereof shall be binding upon Enfortrace unless such amendment or modification is in writing signed by an authorized officer of Enfortrace. If any term hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such term shall be deemed omitted to the extent prohibited or invalid but the remainder of these Terms and this Agreement shall not be invalidated and shall be given effect so far as possible. Any waiver of any right in, or breach of, this Agreement shall not be a continuing waiver and shall not prevent any claim of breach of the same term or any other term of this Agreement. Neither this Agreement nor any of Your rights or obligations hereunder may be assigned by You without Enfortrace's prior written consent; provided, that Enfortrace shall have the right to assign any of its rights and obligations hereunder to any person or entity, Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors, and assigns. This Agreement does not create, and shall not be construed as creating, any rights or claims enforceable by any person or entity not a party to this Agreement. This Agreement shall be interpreted under the laws of the State of California. Each party irrevocably (a) consents to the exclusive jurisdiction of the courts of the State of California and of the United States for any judicial district located within the State of California involved in any action or proceeding relating to this Agreement, the breach hereof, or the transactions contemplated hereby, and (b) consents to the exclusive venue of such action in the County of Orange, California (or any judicial district of a court of the United States as shall include the same).

Trackn
15 Hammond Ste 308
Irvine, CA 92618
(800) 815-3639 Voice
(302) 293-9465 Cell
(302) 450-7140 Fax



CREDIT CARD PAYMENT METHOD

Name of Cardholder: _____

Email Address: _____

Type of Credit Card: _____

Credit Card Number: _____

Expiration Date: _____ CSC Number: _____

Billing Address: _____

Amount of Payment: _____

Signature: _____ Date: _____

Printed Name: _____