



General Terms & Conditions

By this agreement, the technical knowledge and skill of our customer service organization is made available to you to assure that your Fluid Management System is kept in efficient operating condition. Trak Engineering, Inc. warrants to the original purchaser of its products that they will be free from materials defects and will perform as specified for a period of one (1) year. Each annual renewal, if purchased, will continue these Terms & Conditions. The FluidSecure system is warranted to cover all FluidSecure supplied hardware, software, and communication equipment. In addition to keeping your system operational, this Warranty Agreement also provides:

- Unlimited telephone support at no charge, technical support is available **24 hours a day, 7 days a week.**
 - All software updates.
 - All parts replacement.
1. **PULSERS:** All FluidSecure LINKS are designed to work with normal industry standard pulser devices and electronic pulser circuits. All must be calibrated with the FluidSecure system. There are many different makes and models of pulsers and pulser circuits and Trak Engineering, Inc. does not guarantee that the LINK will work with all or any of these. The maximum pulses per second is 200. The customers only recourse is to contract with a pulser supplier to provide a pulser that will operate correctly with the LINK. Trak Engineering, Inc. does not provide compensation for this effort. Additionally, should a technician be required to assist with this effort, Trak Engineering, Inc. does not bear any financial responsibility for such efforts
 2. **FLUIDSECURE FLOW PULSER (when purchased from Trak):** Trak can supply a flow pulser for fuels that will track pulse rates with the following specifications:
 - Minimum flow rate of 20 liters/minute
 - Maximum flow rate of 120 liters/minute
 - Accuracy is +/- 2.5%

It is the customers responsibility to check the calibration periodically.

3. **DISPENSER INTERFACES:** The LINK will control up to a 3/4HP motor or any lessor powered device like a solenoid. If the device to be controlled is larger than 3/4HP then it is the responsibility of the customer to supply intervening contactors or power relays to properly control those devices. WARNING: should the LINK be shorted due to installation on a motor with a higher HP than 3/4 HP, a replacement will not be covered.
4. **SITE CONDITIONS:** Any existing site condition that fails to meet local, state or national electrical, mechanical or environmental codes will not be corrected with the installation of any Trak Engineering, Inc. component. Customer agrees to correct any issues prior to installation of any Trak Engineering, Inc. hardware. Customers agrees to indemnify Trak Engineering, Inc. or Trak Engineering, Inc. distributors, affiliates, reps, installers or any Trak Engineering, Inc. personnel should any harm arise from failure to meet local, state or national electrical, mechanical or environmental codes.
5. **FUEL TRUCKS:** FluidSecure installed on a mobile fueling trucks must be equipped with an electronic solenoid valve and pulser provided by customer prior to installation. The maximum length per fuel hose is 100 feet.
6. **INVENTORY:** FluidSecure is a control and security system. Customer agrees that it is their responsibility to accurately and daily maintain standard inventory control procedures to ensure that all hardware, including Trak Engineering, Inc. installed hardware and existing dispensing systems, is functioning properly. Customer agrees to hold Trak Engineering, Inc. harmless should any inventory discrepancies arise. Accuracy of volume is +/- 2% against the totalizer, not a tank level / monitoring equipment.
7. **DAMAGE:** All FluidSecure hardware is warrantied for life as long as customer continues to utilize and pay the annual hosting fee. The warranty does not cover accident, neglect, negligence, electrical failure, abuse, misuse, theft, vandalism, fire, flood water, electrical failure or acts of God; any alteration or modification by anyone other than FluidSecure personnel or any other act that would not be considered normal wear and tear. Replacement parts are at no charge, but the customer will be responsible for shipping charges. This agreement does not cover Proximity FOBS. Any additional or replacement FOBS must be purchased by the customer. Passive RFID equipment is not covered.



8. **HOSTING:** Hosting start date will begin 30 days after shipment of the system or when system becomes online – whichever comes first. Failure to pay these fees will result in termination of services. All hosting fees are due annually in advance. Should termination occur, a re-connect fee of one month's hosting will be charged. Trak Engineering, Inc. does supply a one-month grace period for payment as long as all charges are brought current within the 30 days including the grace period. Hosting fees are subject to change with 60 days' notice.
9. **TROUBLE SHOOTING:** It is the customer's responsibility for initial trouble shooting to determine if the problem is with the FluidSecure equipment, the fuel dispensing equipment, or the cell service. The customer is responsible for the installation of the user replaceable components.
10. **ON-SITE SERVICE:** No on-site service is included with any Trak Engineering, Inc. supplied system.
11. **RETURN OF PARTS:** If using the FluidSecure HUB, a non-working Tablet must be returned with a RA number within three (3) business days of receiving the replacement part. If FluidSecure does not receive the item within three (3) days of the customer's receipt of the replacement part, the customer will be billed for the full price of the replacement part. Customer is responsible to pay for the return shipping.
12. **CELLULAR SERVICE:** FluidSecure is a cellular based system and requires a sufficient signal strength for proper operation. Most urban locations will meet these criteria easily however not all. If you are unsure of the actual signal strength in your area, you may download an Android app called *Network Cell Info Lite*. This will enable you to determine the cellular strength at the fuel site. It should be between -100 to -35. Trak Engineering, Inc. is available to provide assistance with this if necessary. If utilizing the FluidSecure HUB, with the Verizon Wireless Network, it is customers responsibility to ensure signal strength is sufficient.
13. **CELL PHONES:** FluidSecure utilizes free APPS that can be downloaded for both Android and iPhones. These APPS require certain permissions that must be accepted by the user to operate properly. The APPS will operate on a wide variety of smartphones, but Trak Engineering, Inc. cannot guarantee that all makes, and models will operate correctly.
14. **HUBS/PEDESTALS:** FluidSecure HUB is designed to be connected to power 24/7. Loss of power exceeding 48 hours will require a manual reset to the HUB to reinitialize the HUB.
15. **REPORTING:** FluidSecure Cloud Services provides a comprehensive reporting capability. If customer requires specialized reports, these will be billable by Trak. Trak has the sole discretions as to the providing the specialized reports.