

# Purchased Hardware Schedule

## 1 Sale and Purchase of Hardware

- 1.1 This Purchased Hardware Schedule applies where the Services provided by Condeco to a Customer under the Agreement includes Purchased Hardware.
- 1.2 The Customer agrees to purchase the Purchased Hardware and Condeco agrees to sell the Purchased Hardware in accordance with this Purchased Hardware Schedule.
- 1.3 Defined terms from the Agreement shall apply in this Purchased Hardware Schedule. In addition, the following terms shall have the following meanings:

**Location** means the location(s) set out in the applicable Order Form and/or SOW or such other location(s) as shall be agreed between the parties in writing.
- 1.4 Any samples, drawings, descriptive matter, or advertising produced by Condeco and any descriptions or illustrations contained in Condeco's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Purchased Hardware described in them. They shall not form part of this Agreement or have any contractual force.
- 1.5 Subject to Customer preparing the location for delivery, and subject always to the provisions of paragraph 1.9, delivery of the Purchased Hardware shall be made by Condeco at the location on the delivery date.
- 1.6 The Customer shall procure that a duly authorised representative of the Customer shall be present at the location on delivery of the Purchased Hardware. Acceptance of delivery by such representative shall constitute conclusive evidence that the Customer has examined the Purchased Hardware and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Condeco, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 1.7 To facilitate delivery, the Customer shall at its sole expense provide all requisite assistance to enable delivery to be carried out safely and expeditiously.
- 1.8 Condeco shall ensure that:
  - 1.8.1 each delivery of the Purchased Hardware is accompanied by a delivery note which shows the date of the Agreement, Order Form or SOW (as applicable), all relevant Customer and Condeco reference numbers, the type and quantity of the Purchased Hardware and, if the order is being delivered by instalments, the outstanding balance of Purchased Hardware remaining to be delivered; and
  - 1.8.2 if Condeco requires the Customer to return any packaging materials to Condeco, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Condeco shall reasonably request. Returns of packaging materials shall be at Condeco's expense.
- 1.9 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Condeco shall not be liable for any delay in delivery of the Purchased Hardware that is caused by an event outside of Condeco's reasonable control or the Customer's failure to provide Condeco with adequate delivery instructions or any other instructions that are relevant to the supply of the Purchased Hardware.
- 1.10 If the Customer fails to accept delivery of the Purchased Hardware on the delivery date then, except where such failure or delay is caused by Condeco's failure to comply with its obligations under the Agreement:
  - 1.10.1 delivery of the Purchased Hardware shall be deemed to have been completed on the delivery date; and
  - 1.10.2 Condeco may store the Purchased Hardware until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 1.11 If 10 working days after the delivery date the Customer has not taken delivery of them, Condeco may resell or otherwise dispose of part or all of the Purchased Hardware.

- 1.12 Condeco may deliver the Purchased Hardware by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 1.13 Condeco warrants that on delivery the Purchased Hardware shall comply with its then applicable specification and be of satisfactory quality and fit for any purpose held out by Condeco. Condeco shall use all reasonable endeavours to remedy any material defect in the Purchased Hardware which manifests itself within twelve (12) months from delivery in accordance with paragraph 1.14, provided that:
- 1.13.1 the Customer notifies Condeco of any defect in writing within ten (10) working days of the defect occurring or of the Customer becoming aware of the defect;
  - 1.13.2 Condeco is permitted to make a full examination of the alleged defect;
  - 1.13.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling, accident or unauthorised manipulation by any person other than Condeco's authorised personnel;
  - 1.13.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf;
  - 1.13.5 the defect is directly attributable to defective material, workmanship or design;
  - 1.13.6 insofar as the Purchased Hardware comprises or contains equipment or components which were not manufactured or produced by Condeco, the Customer shall be entitled only to such warranty or other benefit as Condeco has received from the manufacturer;
  - 1.13.7 Condeco shall not be liable for Purchased Hardware's failure to comply with the warranty set out in this paragraph 1.13 if the Customer makes any further use of such Purchased Hardware after giving notice in accordance with paragraph 1.13.1; and
  - 1.13.8 these conditions shall apply to any repaired or replacement Purchased Hardware supplied by Condeco.
- 1.14 Condeco shall, at its option, repair or replace the defective Purchased Hardware, or refund the price of the defective Purchased Hardware in full. Except as provided in this paragraph 1.14, Condeco shall have no liability to the Customer in respect of the Purchased Hardware' failure to comply with the warranty set out in paragraph 1.13.

## 2 Risk and Title of Purchased Hardware

- 2.1 The risk in the Purchased Hardware shall pass to the Customer on delivery (or deemed delivery). Title to the Purchased Hardware shall not pass to the Customer until Condeco receives payment in full (in cash or cleared funds) for the Purchased Hardware.
- 2.2 Until title to the Purchased Hardware has passed to the Customer, the Customer shall:
- 2.2.1 store the Purchased Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Condeco's property;
  - 2.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Purchased Hardware;
  - 2.2.3 maintain the Purchased Hardware in satisfactory condition and keep it insured against all risks for its full price from the delivery date;
  - 2.2.4 notify Condeco immediately if it becomes subject to any of the events giving Condeco a right to terminate the Agreement with immediate effect; and
  - 2.2.5 give Condeco such information relating to the Purchased Hardware as Condeco may require from time to time.
- 2.3 Subject to paragraph 2.4, if the Customer resells the Purchased Hardware before Condeco receives payment for the Purchased Hardware:
- 2.3.1 it does so as principal and not as Condeco's agent; and

2.3.2 title to the Purchased Hardware shall pass from Condeco to the Customer immediately before the time at which resale by the Customer occurs

and Condeco shall have the right to bring an action for the price against the Customer.

2.4 If before title to the Purchased Hardware passes to the Customer the Customer becomes subject to an event giving Condeco a right to terminate the Agreement with immediate effect, then, without limiting any other right or remedy Condeco may have:

2.4.1 the Customer's right to resell the Purchased Hardware or use it in the ordinary course of its business ceases immediately; and

2.4.2 Condeco may at any time:

2.4.2.1 require the Customer to deliver up all Purchased Hardware in its possession which has not been resold, or irrevocably incorporated into another product; and

2.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Purchased Hardware is stored to recover them.

### 3 Price and Payment

3.1 The price of the Purchased Hardware shall be the price set out in the Order Form or applicable SOW or, if no price is quoted, the price set out in Condeco's published price list in force as at the Delivery Date.

3.2 The price of the Purchased Hardware is exclusive of the costs and charges of packaging, insurance and transport of the Purchased Hardware, which shall be invoiced to the Customer in addition to the price.

The price set out in the Order Form or applicable SOW, excludes all applicable taxes (including any Value Added Tax or similar sales tax or levy) which shall be paid by the Customer in addition, at the rate and in the manner prescribed by law, upon receipt of a valid tax invoice.

### 4 Condeco's responsibilities in respect of the Purchased Hardware

4.1 Provided that all sums due in relation to both the Software Service and the Purchased Hardware have been paid in accordance with the Terms of Service, then during the Term:

4.2 Condeco shall:

4.2.1 make available all software upgrades and enhancements relevant to the Purchased Hardware;

4.2.2 provide remote assistance to the Customer in relation to the Purchased Hardware during the support hours.

4.3 Condeco shall be responsible for the identification, management and resolution of Purchased Hardware defects which shall include:

4.3.1 proactively identifying Purchased Hardware defects, advising the Customer of the same and providing fixes;

4.3.2 providing remote assistance to the Customer in the analysis and correction of Purchased Hardware incidents;

4.3.3 timely analysis and correction of all Purchased Hardware incidents via remote access or by the provision of replacement Purchased Hardware. Condeco will ensure that Purchased Hardware incidents are dealt with in accordance with the Support Target Response Times set out in the Software Services Schedule and will advise the Customer of both progress and the results of any Purchased Hardware incident investigation and resolution. Each Purchased Hardware incident will be assigned a Severity Level in accordance with the Severity Levels set out in the Software Services Schedule;

- 4.3.4 the support on the software (firmware) used to operate and control the Purchased Hardware will be provided using remote diagnostic support;
  - 4.3.5 during the triage of a Purchased Hardware incident it may be necessary for a suitably proficient local Customer resource to remove screens and reset, replace or power-cycle the affected unit(s) or provide other local assistance. A workaround of a high-priority Purchased Hardware incident may involve relocating less impacted Purchased Hardware devices to alternative locations to provide a temporary solution; and
  - 4.3.6 where appropriate, Condeco will make reasonable endeavours to attend the location where the Purchased Hardware is installed to further investigate reported Purchased Hardware incidents if all remote and local assistance has been followed but failed to resolve the reported Purchased Hardware incident. In such an event, Condeco reserves the right to charge for the time spent on-site, travelling as well as any reasonable expenses incurred. No site visit will be arranged without prior consent from the Customer.
- 4.4 Condeco shall
- 4.4.1 Where it is diagnosed that Purchased Hardware has failed and needs replacing, a replacement will be dispatched to the location of the faulty Purchased Hardware within 48hrs of the diagnosis of the fault.
  - 4.4.2 The Customer will continue to be responsible for the timely return of the faulty Purchased Hardware and completion of Condeco's hardware return form.
  - 4.4.3 The Customer will return the faulty Purchased Hardware item to the appropriate Condeco distribution centre within five working days of receipt of the replacement Purchased Hardware, re-using the packaging provided. Tracking details of returned item must also be provided. Failure to return the Purchased Hardware by the Customer shall render the Customer liable to pay the full replacement cost of the Hardware.
  - 4.4.4 Failure to return the faulty Purchased Hardware or Purchased Hardware in the required time will result in Condeco invoicing the Customer at the then current Purchased Hardware list price for the replacement Hardware, the Customer will be liable for payment of the invoice within 30 days of invoice date.

Provided always that the Software Service and the Purchased Hardware have been paid in accordance with the Terms of Service

#### 4.5 Exclusions

Condeco shall not provide replacements for the Purchased Hardware, support or have any liability for anything caused by:

- 4.5.1 the improper use, operation or neglect of the Purchased Hardware;
- 4.5.2 the failure by the Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Condeco;
- 4.5.3 any repair, adjustment, alteration or modification of Purchased Hardware by any other person other than Condeco or its authorised representative without prior written consent;
- 4.5.4 the use of the Purchased Hardware for any purpose which they were not designed;

and Condeco reserves the right to charge extra fees in addition to any Fees if the support carried out is as a result of one of the faults set out above or any request for support is unnecessary.