

SCHEDULE 3 - Hardware Schedule

1 Sale and Purchase of Hardware

- 1.1 This Hardware Schedule applies where the Services provided by Condeco under an Order Form and/or SOW includes Hardware. The Order Form shall specify whether the Hardware is to be delivered to the Partner or the End Customer.
- 1.2 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 Hardware described in them. They shall not form part of this Agreement or have any contractual force.
- 1.3 Subject to preparation of the location for delivery, and subject always to the provisions of paragraph 1.7, delivery of the Hardware shall be made by Condeco at the Location on the delivery date.
- 1.4 A duly authorised representative of the Partner or End Customer shall be present at the location on delivery of the Hardware. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Hardware has been examined 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).
- 1.5 To facilitate delivery, the Partner or End Customer shall at its sole expense provide all requisite assistance to enable delivery to be carried out safely and expeditiously.
- 1.6 Condeco shall ensure that each delivery of the Hardware is accompanied by a delivery note which shows the date of the Agreement, Order Form or SOW (as applicable), all relevant Condeco reference numbers, the type and quantity of the Hardware and, if the order is being delivered by instalments, the outstanding balance of Hardware remaining to be delivered.
- 1.7 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 Hardware that is caused by an event outside of Condeco's reasonable control or any failure to provide Condeco with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 1.8 If the Partner or End Customer fails to accept delivery of the 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:
 - 1.8.1 delivery of the Hardware shall be deemed to have been completed on the delivery date; and
 - 1.8.2 Condeco may store the Hardware until delivery takes place and charge the Partner for all related costs and expenses (including insurance).
- 1.9 If 10 working days after the delivery date the Partner or End Customer has not taken delivery of the Hardware, Condeco may resell or otherwise dispose of part or all of the Hardware.
- 1.10 Condeco may deliver the Hardware by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Partner and/or the End Customer to cancel any other instalment. Condeco may also ship all Hardware in a single shipment which the Partner or End Customer shall be obliged to accept.

- 1.11 Condeco warrants that on delivery the 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 Hardware which manifests itself within 12 months from delivery, provided that:
- 1.11.1 Condeco is notified of any defect in writing within 10 working days of the defect occurring or of the End Customer becoming aware of the defect;
 - 1.11.2 Condeco is permitted to make a full examination of the alleged defect;
 - 1.11.3 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;
 - 1.11.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by the Partner and/or the End Customer or on its behalf;
 - 1.11.5 the defect is directly attributable to defective material, workmanship or design;
 - 1.11.6 Condeco shall not be liable for Hardware's failure to comply with the warranty set out in this paragraph if further use is made of such Hardware after giving notice in accordance with paragraph; and
 - 1.11.7 these conditions shall apply to any repaired or replacement Hardware supplied by Condeco.
- 1.12 Condeco shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full. Except as provided in this paragraph 1.12, Condeco shall have no liability to the Partner or End Customer in respect of the Hardware's failure to comply with the warranty set out in paragraph 1.11.

2 Risk and Title of Hardware

- 2.1 The risk in the Hardware shall pass to the Partner or End Customer on delivery (or deemed delivery). Title to the Hardware shall not pass until Condeco receives payment in full (in cash or cleared funds) for the Hardware.
- 2.2 Until title to the Hardware has passed to the Partner or End Customer, the Partner or End Customer (as applicable) shall:
- 2.2.1 store the Hardware separately from all other goods held by the Partner or End Customer (as applicable) 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 Hardware;
 - 2.2.3 maintain the 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 Hardware as Condeco may require from time to time.

- 2.3 Subject to paragraph 2.4, if the Partner or End Customer (as applicable) resells the Hardware before Condeco receives payment for the Hardware:
- 2.3.1 it does so as principal and not as Condeco's agent; and
 - 2.3.2 title to the Hardware shall pass from Condeco to the Partner or End Customer (as applicable) immediately before the time at which resale by the Partner or End 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 Hardware passes to the Partner or End Customer (as applicable), the Partner or End 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 Partner or End Customer's right to resell the 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 Partner or End Customer (as applicable) to deliver up all Hardware in its possession which has not been resold, or irrevocably incorporated into another product; and
 - 2.4.2.2 if the Partner or End Customer (as applicable) fails to do so promptly, enter any premises of the Customer or of any third party where the Hardware is stored to recover them.

3 Price and Payment

- 3.1 The price of the Hardware shall be the price set out in the Order Form or applicable SOW.
- 3.2 The price of the Hardware is exclusive of the costs and charges of packaging, insurance and transport of the Hardware, which shall be set out in the Order Form in addition to the price.
- 3.3 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 payable 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 Hardware

- 4.1 Provided that all sums due in relation to both the Software Service and the Hardware have been paid in accordance with the agreed payment terms, then during the Term Condeco shall:
 - 4.1.1 make available all software upgrades and enhancements relevant to the Hardware;
 - 4.1.2 provide remote assistance in relation to the Hardware during the support hours.
- 4.2 Condeco shall be responsible for the identification, management and resolution of Hardware defects which shall include:
 - 4.2.1 proactively identifying Hardware defects, advising of the same and providing fixes;
 - 4.2.2 providing remote assistance in the analysis and correction of Hardware incidents;

- 4.2.3 timely analysis and correction of all Hardware incidents via remote access or by the provision of replacement Hardware. Condeco will ensure that Hardware incidents are dealt with in accordance with the Support Target Response Times set out in the Software Service Schedule and will advise of both progress and the results of any Hardware incident investigation and resolution. Each Hardware incident will be assigned a Severity Level in accordance with the Severity Levels set out in the Software Services Schedule;
 - 4.2.4 the support on the software (firmware) used to operate and control the Hardware will be provided using remote diagnostic support;
 - 4.2.5 during the triage of a Hardware incident it may be necessary for a suitably proficient local Partner or End 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 Hardware incident may involve relocating less impacted Hardware devices to alternative locations to provide a temporary Services; and
 - 4.2.6 where appropriate, Condeco will make reasonable endeavours to attend the location where the Hardware is installed to further investigate reported Hardware incidents if all remote and local assistance has been followed but failed to resolve the reported 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 Partner and the End Customer.
- 4.3 Where it is diagnosed that Hardware has failed and needs replacing and provided always that the Software Service and the Hardware have been paid in accordance with the agreed payment terms:
- 4.3.1 a replacement will be dispatched to the location of the faulty Hardware within 48hrs of the diagnosis of the fault;
 - 4.3.2 the Partner or End Customer will continue to be responsible for the timely return of the faulty Hardware and completion of Condeco's hardware return form.
 - 4.3.3 the Partner or End Customer must return the faulty Hardware item to the appropriate Condeco distribution centre within five working days of receipt of the replacement Hardware, re-using the packaging provided. Tracking details of returned item must also be provided. Failure to return the Hardware by the Partner End Customer shall render the Partner liable to pay the full replacement cost of the Hardware.
- 4.4 Exclusions
- Condeco shall not provide replacements for the Hardware, support or have any liability for anything caused by:
- 4.4.1 the improper use, operation or neglect of the Hardware;
 - 4.4.2 the failure by the Partner or End Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Condeco;
 - 4.4.3 any repair, adjustment, alteration or modification of Hardware by any other person other than Condeco or its authorised representative without prior written consent;
 - 4.4.4 the use of the 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.