

HARDWARE ADDENDUM

1 Sale and Purchase

- 1.1 This Addendum applies where an Order includes Hardware and sets out the additional terms on which Customer agrees to purchase the Hardware and Provider agrees to sell the Hardware.
- 1.2 Terms defined in this Addendum shall have the same meaning as those in the Terms of Service.
- 1.3 Any samples, drawings, descriptive matter, or advertising produced by Provider and any descriptions or illustrations contained in Provider's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Hardware described in them and are not legally binding.
- 1.4 Delivery of the Hardware shall be made by Provider at the location on the delivery date.
- 1.5 Customer shall procure that a duly authorised representative of Customer shall be present at the location on delivery of the Hardware. Acceptance of delivery by the representative shall act as confirmation that Customer has examined the 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). Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 1.6 Customer shall at its sole expense provide all requisite assistance to enable delivery to be carried out safely and expeditiously.
- 1.7 Provider shall ensure that each delivery of the Hardware is accompanied by a delivery note setting out the relevant Customer and Provider reference numbers and the type and quantity of the Hardware.
- 1.8 Any dates quoted for delivery are approximate only and the time of delivery is not of the essence. Provider shall not be liable for any delay in delivery of the Hardware that is caused by an event outside of Provider's reasonable control or Customer's failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.
- 1.9 If Customer fails to accept delivery of the Hardware on the delivery date then, except where such failure or delay is caused by Provider's failure to comply with its obligations under this Addendum: (i) delivery of the Hardware shall be deemed to have been completed on the delivery date; and (ii) Provider may store the Hardware until delivery takes place and charge Customer for all related costs and expenses (including insurance).
- 1.10 If Customer does not take delivery of the Hardware within 10 working days of the delivery date then Provider may resell or otherwise dispose of part or all of the Hardware.
- 1.11 Provider 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 Customer to cancel any other instalment.

- 1.12 Provider 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 Provider. Provider shall use all commercially reasonable endeavours to remedy any material defect in the Hardware which manifests itself within 12 months from delivery, in accordance with paragraph 1.13, provided that:
 - 1.12.1 Customer notifies Provider of any defect in writing within 10 working days of the defect occurring or of Customer becoming aware of the defect;
 - 1.12.2 Provider is permitted to make a full examination of the alleged defect;
 - 1.12.3 the defect did not materialise as a result of misuse, neglect, alteration, mishandling, accident or unauthorised manipulation by any person other than Provider's authorised personnel;
 - 1.12.4 the defect did not arise out of any information, design or any other assistance supplied or furnished by Customer or on its behalf;
 - 1.12.5 the defect is directly attributable to defective material, workmanship or design;
 - 1.12.6 insofar as the Hardware comprises or contains equipment or components which were not manufactured or produced by Provider, Customer shall be entitled only to such warranty or other benefit as Provider has received from the manufacturer;
 - 1.12.7 Provider shall not be liable for Hardware's failure to comply with the warranty set out in this paragraph 1.12 if Customer makes any further use of such Hardware after giving notice in accordance with paragraph 1.12.1; and
 - 1.12.8 these conditions shall apply to any repaired or replacement Hardware supplied by Provider.
- 1.13 Provider 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 1.13, Provider shall have no liability to Customer in respect of the Hardware's failure to comply with the warranty set out in paragraph 1.12.

2 Risk and Title

- 2.1 The risk in the Hardware shall pass to Customer on dispatch. Title to the Hardware shall not pass to Customer until Provider receives payment in full (in cash or cleared funds) for the Hardware.
- 2.2 Until title to the Hardware has passed to Customer, Customer shall:
 - 2.2.1 not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
 - 2.2.2 maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the delivery date;
 - 2.2.3 notify Provider immediately if it becomes subject to any of the events giving Provider a right to terminate the Terms of Service with immediate effect; and

- 2.2.4 give Provider such information relating to the Hardware as Provider may require from time to time.
- 2.3 Subject to paragraph 2.4, if Customer resells the Hardware before Provider receives payment for the Hardware:
- 2.3.1 it does so as principal and not as Provider's agent; and
- 2.3.2 title to the Hardware shall pass from Provider to Customer immediately before the time at which resale by the Customer occurs,
- and Provider shall have the right to bring an action against Customer for any unpaid amount owing to Provider by Customer.
- 2.4 If Customer becomes subject to an event giving Provider a right to terminate the Agreement with immediate effect prior to title to the Hardware passing to Customer, then, without limiting any other right or remedy Provider may have:
- 2.4.1 Customer's right to resell the Hardware or use it in the ordinary course of its business ceases immediately; and
- 2.4.2 Provider may at any time (i) require Customer to deliver up all Hardware in its possession which has not been resold, or irrevocably incorporated into another product; and (ii) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Hardware is stored to recover them.
- ### 3 Price
- 3.1 The price of the Hardware shall be the price set out in the Order.
- 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 invoiced to Customer in addition to the price.
- ### 4 Provider's responsibilities
- 4.1 Provider shall: (i) make available all software upgrades and enhancements relevant to the Hardware; and (ii) provide remote assistance to the Customer in relation to the Hardware during the support hours.
- 4.2 Provider shall be responsible for the identification, management and resolution of Hardware defects which shall include:
- 4.2.1 advising the Customer of defects and providing fixes and providing remote assistance to Customer in the analysis and correction of Hardware incidents;
- 4.2.2 timely analysis and correction of all Hardware incidents via remote access or by the provision of replacement Hardware. Provider will ensure that Hardware incidents are dealt with in accordance with the Support Target Response Times set out in the SLA and will advise Customer 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 SLA;
- 4.2.3 the support on the software (firmware) used to operate and control the Hardware will be provided using remote diagnostic support; and
- 4.2.4 during the triage of a 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 Hardware incident may involve relocating less impacted Hardware devices to alternative locations to provide a temporary solution.
- 4.3 Where it is diagnosed that Hardware has failed and needs replacing and Customer has paid all of the Fees in accordance with the Terms of Service:
- 4.3.1 Provider will dispatch a replacement to the location of the faulty Hardware within 48 hours of the diagnosis of the fault;
- 4.3.2 Customer will continue to be responsible for the timely return of the faulty Hardware after completion of Provider's online hardware return form ;
- 4.3.3 Customer will return the faulty Hardware item to the Provider 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 Customer shall render Customer liable to pay the full replacement cost of the Hardware; and
- 4.3.4 failure to return the faulty Hardware or Hardware in the required time will result in Provider invoicing Customer at the then current Hardware list price for the replacement Hardware, Customer will be liable for payment of the invoice within 30 days of invoice date.
- 4.4 Provider 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 Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Provider;
- 4.4.3 any repair, adjustment, alteration or modification of Hardware by any other person other than Provider or its authorised representative without prior written consent;
- 4.4.4 the use of the Hardware for any purpose which they were not designed,
- 4.4.5 and Provider 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.