

Terms and Conditions

The Parties

Service request made between Computergate and the Purchaser (herein after called the "User") in consideration of their mutual promises, the parties hereto agree as follows.

Hours of Cover

Equipment will be supported and maintained within the hours of cover identified. Computergate will respond to a service request within the cover designated, such times being calculated within standard business hours (9am to 5pm, excluding weekends and public holidays). Service, travel, parts or equipment not specifically identified by this agreement will be charged to the User at the current time and material rates. Computergate the right to charge the User for labour where the User fails to release equipment for repair as soon as the technician attends the site.

Computergate Responsibilities

When notified by the User that the Equipment is inoperative, Computergate will provide such Services in the following manner.

- i) Computergate will respond to a request for Service during normal business hours or within the times as specified in the Service Agreement. Such Services will be provided based on service entitlement within Contract Period of Service (CPS). For **On-site service**, equipment locations beyond twenty-five (25) kilometers of a Computergate Service Centre. Computergate will use reasonable efforts in responding or as scheduled with the customer. Response is defined as a Computergate Service Engineer discussing the problem with the User and determining the next course of action. Any parts required for locations remote to a Computergate Service Centre will be shipped prior to an engineer attending to the User's site.
- ii) Clients with **Advance Exchange service** shall return Equipment exchanged or requiring Service to the nearest Computergate Service Centre. Any expenses incurred in transporting the Equipment to Computergate shall be borne by User unless otherwise specified within the relevant Service coverage.
- iii) As per the Users service entitlements, Computergate will provide all labour and parts deemed necessary for maintaining the Equipment in good operating condition. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for placement shall become the property of Computergate. All parts installed by Computergate shall become the property of User. An invoice shall be passed to the User for the cost of the supply of parts related to any exclusions below.
- iv) If requested, Computergate will use reasonable efforts to provide service outside the CPS. Any service will be billed at Computergate's then current non-contract service rates and policies.
- v) If replacement parts are not available at time of service due to age, distance to the client or general supply, then at Computergate's discretion will make best efforts to provide a replacement that is similar, equivalent, or higher specification of unserviceable item so as not to degrade the performance of the device.
- vi) For **Preventative Maintenance service** Computergate will quote for any parts or consumables required to ensure optimum performance. Any additional time fitting of consumables shall be charged by the hour.

Clients Responsibilities

The client deems by accepting this service that the equipment is 'New' and in good working order and will provide the following otherwise agreed service entitlements may be affected.

- i) A complete bill of materials to identify the components to be covered must be registered and meet the correct service entitlements to activate service applicable to the device.
- ii) A licensed copy of the operating system must be available.
- iii) Assist Computergate to triage the problem to identify the failure and what the next steps should be taken. If unable to be determined, Computergate may request the whole unit to be shipped to the nearest office.
- iv) Return all faulty parts within 21 days or be charged for the full value of the part.
- v) Report any DOA 'Dead on Arrival' back to the supplier for replacement.
- vi) If applicable, will hold certified consumables to ensure that correct operation of the device is maintained.
- vii) Complete the 'Service Request Form' for any device not covered by a service agreement.

Non-Assignment

Neither this Agreement nor any of the User's rights or obligations hereunder shall be capable of being assigned by User without the prior written consent of Computergate.

Limit of Liability

In the event of a claim by the User for breaches by Computergate the parties agree that to the extent permitted by law the liability of Computergate shall be limited to the value of this agreement. This shall be of effect whether any such breach may be a breach of conditions of fundamental cause. Computergate denies liability or responsibility for any damages, loss of profits or other expenses incurred as a result of damage or loss of software or data due to equipment or software failure.

Charges

If Buyer fails to pay when due any invoice under the Agreement or any other agreement between Computergate and Buyer, Computergate shall have the right, upon notification to Buyer, to withhold service or terminate the Agreement. Buyer shall pay all costs involved in collecting overdue accounts including reasonable legal fees. Invoices not paid within thirty days of the invoice date will have 1.0% per month (12% per annum) simple interest charge, assessed against the unpaid balance from the date of the invoice until date of payment, but in charging that interest Computergate reserves its right to take recovery and other proceedings against Buyer. Agreement is not transferable, or refunds offered upon acceptance by Computergate.

Software

Published Vendor firmware only is offered for the period of cover as recommended by the Computergate helpdesk.

Title

Title of this warranty passes to the User only after appropriate payment by the Vendor, Distributor, Reseller or Client.

Exclusions

Service occasioned by the following events is NOT COVERED under this agreement. If service is required, this will be charged at the current "time and material" rates,

- a. Damage caused by courier services, water, fire, lightening, earthquake, riot or war.
- b. Malicious damage, equipment misuse, negligence, or lack of environmental control.
- c. Components added that is outside the covered items listed in the 'Bill of Materials' supplied.
- d. Damage caused by a fault in telecommunication lines, modem, electricity supply or authority, local power supply or any external line.
- e. Extended travel costs beyond 25km from Computergate if a remote site loading has not been prepaid.
- f. Damage or loss of software programs or data due to equipment, unlicensed software, software failure or viruses.
- g. Configuration of Operating system software, backup service or application software.
- h. housekeeping activities, in particular those relating to maintenance of demonstrable back-ups, recovery, archiving, media formatting and data management.
- i. Any freight shipments to the Computergate service centre.
- j. Warranty may be voided if seals have been tampered with.
- k. Any items found faulty upon installation within 7 days will be classified as Dead on Arrival.
- l. Rectification of the items listed above will be charged at the current prevailing charges.
- m. Supply of consumables and time deemed to be user installable.

GST

GST is to be added to quote prices at the prescribed local Country published rates.