

1. Definitions

- 1.1 "Prime Shift" shall mean the hours between 9.00 am and 5.00 p.m. Monday to Friday, excluding public holidays.
- 1.2 "Response Time" shall mean the time of which CTI will respond by RDA (Remote Diagnostics) or attending the Client's nominated site, where necessary. Appropriate response times shall be stipulated in section 8.1 – 8.6 of CTI's 'Service Level Description'.
- 1.3 "Services" shall consist of:
 - (a) routine six (6) monthly inspections of the Goods or whenever considered necessary by CTI.
 - (b) repair or rectification of any fault or defect of the Goods by making necessary adjustments, firmware upgrades and/or by supply and fitting of replacement parts provided the need for repair or replacement arises during the normal use of the Goods.

2. Acceptance

- 2.1 These terms and conditions are meant to be read in conjunction with CTI's 'Service Level Description', 'Terms and Conditions of Sale' and/or 'Terms and Conditions of Hire'. If there are any inconsistencies between these documents, then the terms and conditions contained in this document shall prevail.

3. Scope of Support

- 3.1 Subject to the terms of this contract, CTI will provide Services during Prime Shift within the Response Time.
- 3.2 Services outside Prime Shift can be made available by prior arrangement and shall be subject to additional charge at CTI's terms, conditions and normal rates, current at the time the Services are performed.
- 3.3 The Client agrees that when RDA can be used to service the Goods, and rectify the fault, CTI may do so and will thereby be relieved of any obligation to attend the site.
- 3.4 CTI, at its sole discretion, may repair or replace parts of the Goods. All replacement parts fitted by CTI will become the property of the Client and all replaced parts will become the property of CTI.
- 3.5 CTI reserves the right to carry out an inspection of Goods not under warranty or previously covered by an approved maintenance agreement prior to acceptance of this contract. Clients will be invoiced for the cost of such an inspection and the cost of all repairs undertaken to return the Goods to the manufacturer's specifications.
- 3.6 Software and firmware upgrade entitlements will be dependent on the nominated class of agreement as covered in section 8 of the 'Service Level Document'.

4. Location of Support

- 4.1 On-site Services will normally be carried out at the Client's premises during Prime Shift, unless otherwise agreed.
- 4.2 RDA will be carried out via modems between the Client's premises and CTI's customer support centre.
- 4.3 The number of free calls per month the Client's organisation is entitled to shall be stipulated in section 8 of the Service Description 'Description'.

5. Additional Service or Modifications

- 5.1 All Services, other than that provided for in clause 3, will be charged at CTI's normal rates, current at the time the Services are performed. Applicable labour rates and entitlements shall be stipulated in section 8 of the 'Service Level Description'.

6. Exclusions

- 6.1 The following items are not covered by this contract:
 - (a) electrical work external to the Goods; and
 - (b) repair of any malfunction or damage, whatsoever caused by lightening, electrostatic discharge, electromagnetic interference, or power surges of any type; and
 - (c) replacement of major Goods items which are not economically repairable including but not restricted to:
 - (i) batteries other than Ni-cad mounted on printed board assemblies; or
 - (ii) cabinets; or
 - (iii) shelves; or
 - (iv) stand alone rectifier units.
 - (d) Services required because of failure to operate in accordance with the manufacturer's specifications.
- 6.2 Any Services requested to rectify faults caused by faulty cabling, or attachment of any other item(s), are not covered by this contract and any Services undertaken, or Goods provided as a result of faulty cabling or attachment of any other item(s), will be charged to the Client in accordance with clause 5.

7. Contract Term and Termination

- 7.1 This contract will be for an initial period of twelve (12) months from the date of installation of the Goods (if purchased), or for the entire duration of the rental period of the Goods (if hired); and upon expiration of this term, will continue on a yearly basis, unless the contract is terminated by way of the Client providing CTI with six (3) months written notification. Following receipt of notice from the Client, the contract shall terminate at the end of the then current yearly renewal period.
- 7.2 The Client may terminate the contract by paying the number of instalments remaining on the contract.
- 7.3 If the Client ceases to use the Goods, or disposes of the Goods to any third party, the Client must provide CTI with six (3) months written notification of the intention to terminate the contract.

8. Client's Responsibilities

- 8.1 It is agreed between CTI and the Client, that it shall be the Client's responsibility to ensure that:
 - (a) the steps outlined in clause 15 are followed; and
 - (b) only approved materials or supplies are used; and

- (c) no alteration, repairs, maintenance or adjustments are to be made to the Goods, except by CTI, or persons authorised by CTI. If this condition is not observed then CTI may either terminate the contract without liability or restore the Goods at the cost and expense of the Client; and
- (d) CTI has access to the Client's premises, availability of the Goods, and the provision of such facilities and equipment as CTI may reasonably require to carry out its obligations; and
- (e) CTI is notified in writing when the Goods are moved to a new location. Charges for Services may be increased if CTI has no suitable facilities within 50km from the new location.
- (f) no connection of other apparatus is made except by CTI, or by some person agreed to by CTI.

9. Payment Terms

- 9.1 Payment shall be due monthly, by EzyPay or by automatic direct deposit, on the date specified by CTI on the invoices, quotation, work authorisation or any other forms as provided by CTI to the Client.
- 9.2 In the event that the Client nominates to make payment by monthly invoice submitted by CTI, then an account-keeping fee shall apply.
- 9.3 Where a claim is made on a DT module while covered by maintenance, the remaining monthly payments are payable in advance. For example, if Goods are replaced in the sixth (6th) month of a contract, six (6) additional payments, in one lump sum, become payable within seven (7) days after replacement of the Goods.

10. Network Charges

- 10.1 The Client shall pay for all charges incurred by CTI, arising from the installation, testing, commissioning and/or use of the Goods.

11. Indemnities

- 11.1 The Client shall indemnify CTI against all actions, proceedings and claims for damage brought or made against the Supplier of the network, arising from the use if the equipment, network configuration or systems supplied by others or any factors outside the Supplier's reasonable control.

12. Fault Reporting:

- 12.1 It shall be the Client's responsibility to ensure the following sequence of events is adhered to when requesting Services from CTI:
 - (a) the Client must call CTI's helpdesk to report their request for Services.
 - (b) CTI's helpdesk shall request the Client's contract details and request for Services details.
 - (c) if the reported fault is due to the mis-operation or user error, the request for Services shall be cleared.
 - (d) if the reported fault cannot be rectified at the time of contacting CTI's helpdesk, then details will be entered into CTI's "HEAT" service module. If Goods need to be returned, then the Client is issued with a return authorization number.
 - (e) "HEAT" allocates a service docket number automatically and this will be emailed to the nominated site contact.
 - (f) if the reported fault cannot be rectified remotely then the request for Services is dispatched to the relevant state's awaiting assignment queue.
 - (g) the request for Services is further investigated by the state tester / dispatcher and allocated to a dedicated field engineer or agent of CTI.
 - (h) the request for Services is attended to by CTI's nominated resource. Completion details are entered into "HEAT" and the Client will receive an emailed notification of the completion of the Services.
 - (i) the progress of the Client's request for Services can be investigated at any time by customers by calling 1300 88 2273 (CTI's helpdesk), who will check on the actions logged against the service docket.
- 12.2 CTI's staff and agents will keep the Manager of CTI (if applicable) up to date on any problems encountered, and if there is any reason why a request for Services is not responded to and cleared within the agreed service levels.