

The Parties

This agreement is made between Computergate and the Purchaser (herein after called the "User") whose name and address is set overleaf.

Hours of Cover

Equipment will be supported and maintained within the hours of cover identified. Computergate will attend on-site to a service request within the cover designated overleaf, 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 replacement 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 CPS. For on-site services, equipment locations beyond twenty five (25) kilometres of a Computergate Service Centre or registered Agent, Computergate will use reasonable efforts in responding or as scheduled with the customer. Response is defined as a Computergate Service Engineer arriving at the Equipment Location.
- ii) User 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) 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 Computergate will make best efforts to respond to the client for the replacement of unserviceable devices.

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 to activate service.
- ii) A licensed copy of the operating system must be available.

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. Damage caused by a fault in telecommunication lines, modem, electricity supply or authority, local power supply or any external line for which Computergate is not responsible.
- d. Extended travel costs beyond 25km from a major city GPO or a registered service partner of Computergate.
- e. Damage or loss of software programs or data due to equipment, unlicensed software, software failure or viruses.
- f. Configuration of Operating system software, backup service or application software.
- g. Housekeeping activities, in particular those relating to maintenance of demonstrable back-ups, recovery, archiving, media formatting and data management.
- h. Any freight shipments to the Computergate service centre.
- i. Warranty may be voided if seals have been tampered with.
- j. Rectification of the items listed above will be charged at the current prevailing charges.

GST

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