

Service Schedule - Hardware and Software

1. About this Service Schedule

- 1.1. This Service Schedule applies with respect to Quotations that are executed by you and us for the supply of:
 - (a) hardware that you purchase from us (**Purchased Hardware**);
 - (b) hardware that you rent from us (**Rented Hardware**); and
 - (c) third party software that you license or procure from us (**Third Party Software**).
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement. Words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service.

2. Delivery of Hardware

- 2.1. Where a Quotation is entered into for the supply of hardware to you:
 - (a) we will:
 - (i) pack, or arrange for the packing of, the hardware suitable for delivery to the delivery location specified in the Quotation; and
 - (ii) arrange for the delivery of the hardware to the delivery location, subject to your payment of any customs, duties and taxes that may be levied by reason of the importation of the hardware, and any Fees that the Payment Terms require to be paid prior to delivery (where applicable); and
 - (b) you must:
 - (i) provide us with access to the delivery location; and
 - (ii) carry out all necessary and relevant preparations at the delivery location as is reasonably required for us to deliver the hardware; and
 - (c) risk in the hardware passes to you immediately upon delivery to the delivery location.
- 2.2. It is agreed that:
 - (a) until and unless all Fees for Purchased Hardware are paid in full to us in accordance with the Payment Terms; and
 - (b) at all times, in the case of Rented Hardware, you:
 - (c) are a bailee of the hardware until property in them passes to you;
 - (d) agree that this Service Schedule constitutes a Security Agreement (as defined in the PPSA) in our favour in respect of each item of hardware;
 - (e) consent to us effecting a registration on the PPSR in relation to the Security Interest arising under or in connection with this Service Schedule with respect to the hardware;
 - (f) must provide all access, assistance and cooperation required by us to effect registration and/or to enable us to exercise our rights in connection with the hardware;
 - (g) irrevocably appoint us to be your attorneys to do all acts and things necessary to ensure the retention of title to the hardware, including the registration of any Security Interest in our favour with respect to the hardware;
 - (h) must store the hardware (until it is returned to us) in satisfactory condition and separately from all other goods, so that such hardware remains readily identifiable from other goods held by you;
 - (i) must not damage, tamper or destroy the hardware;
 - (j) must not register any Security Interest or allow any third party to register any Security Interest in respect of the hardware without our prior written consent;
 - (k) must not destroy, deface or obscure any identifying mark or packaging on or relating to the hardware;
 - (l) must not allow any person to have or acquire any Security Interest in the hardware;
 - (m) must not remove the hardware from the delivery location, unless approved by us in writing;

- (n) agree that:
 - (i) we may repossess Purchased Hardware and Rented Hardware if payment for the relevant hardware is not made in accordance with the Payment Terms;
 - (i) we may repossess Rented Hardware upon termination or expiry of the Agreement in any circumstances; and
 - (ii) where we may repossess any hardware under paragraphs (i) or (ii), you must, at our option, provide us with full and unfettered access to the hardware for the purposes of recovering possession or deliver the hardware back to us, in good repair and condition except fair wear and tear and at your sole cost and expense;
 - (o) waive the right to receive any notice under the PPSA with respect to the hardware, except where the notice must be provided under a provision of the PPSA that cannot be excluded; and
 - (p) must indemnify us from and against, any loss, damage, costs and expenses incurred in connection with the registration of a Security Interest over the hardware and/or any action taken by us to protect our Security Interests in the hardware.
- 2.3. For the avoidance of doubt, upon full payment of the Fees for Purchased Hardware, you will own the Purchased Hardware and we will not have any Security Interest in that Purchased Hardware.
 - 2.4. If a Quotation is entered into for the supply of hardware, and the hardware that is to be provided by us is a third party printer or printer accessories (**Printing Solution**), we:
 - (a) will supply you with the printer and the printer accessories (i.e. printer ink, toner or drums) but only if and where specified in the Quotation;
 - (b) have no obligation to provide you with any printer accessories if a Quotation only specifies that we are supplying you with a printer;
 - (c) you must pay for, and are responsible for, any associated printing costs;
 - (d) do not provide any form of paper supply services; and
 - (e) do not provide any support services in relation to our Printing Solution and you must procure such services directly from the original manufacturer of the printer or the printer accessory (as applicable).

2. Supply of Software

- 2.1. Where a Quotation is entered into for the supply of Third Party Software (whether pre-installed on hardware or otherwise) to you:
 - (a) our supply of the Third Party Software under the Agreement is conditional upon you entering into an end user licence agreement with the applicable Third Party Provider (a **Licence Agreement**), a copy of which is accessible via the hyperlinks specified in or attached to the Quotation or the relevant Documentation;
 - (b) your rights and obligations in respect of the Third Party Software are governed by the applicable Licence Agreement;
 - (c) except and to the extent otherwise provided in the relevant Licence Agreement, you shall be granted a non-exclusive and non-transferable licence to use the Third Party Software in accordance with the Documentation that we provide to you, in the form in which the Third Party Software is embedded in or integrated at the time of delivery to you, for your internal business purposes only (**Licence**);
 - (d) the IPR for each item of Third Party Software is owned by the relevant Third Party Provider and in purchasing the Third Party Software, you are purchasing the equipment on which such Third Party Software is recorded or embedded only, and not the IPR in the Third Party Software;

- (e) you must install any patches or updates as required to correct any bugs or errors in the Third Party Software;
- (f) the Licence will terminate immediately upon termination of the Agreement or breach, termination or expiry of the Licence Agreement; and
- (g) you must not register or assist other third parties to register a Security Interest in any Third Party Software provided to you.

3. Acceptance

- 3.1. If you fail to advise us in writing of any fault in any hardware or software delivered by us to you within 90 days of delivery or installation (if installation is conducted by us), whichever is later, you will be deemed to have irrevocably accepted that they are not faulty and comply with the Specifications. You must not reject any hardware or software delivered by us to you unless it fails to comply with the Specifications in any material respect. Nothing in this paragraph affects your rights for any alleged failure of a guarantee under the Australian Consumer Law.
- 3.2. All information, specifications and samples provided by us in relation to hardware or software to be delivered under the Agreement by us are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect your use of them do not entitle you to reject them upon delivery, or to make any claim in respect of them.

4. Setup, Installation and Configuration of Hardware and Software

- 4.1. Except to the extent specified in a Quotation, we have no obligation to setup, install or configure any hardware or software.
- 4.2. We will use our best endeavours to supply and/or procure the setup, installation or configuration of hardware and software, to the extent specified in a Quotation, substantially in accordance with any Specifications or as otherwise determined by us.

5. Support, Maintenance and Custom Development

- 5.1. Support, maintenance and custom development is not governed by this Service Schedule. Please contact us if you wish to enquire about those services.

