

# Guardian Eye – Equipment Sales / Rentals



This document must be read with the General Terms and Conditions. Together, these terms and the general terms and conditions shall be read as one agreement. In the event of conflict, these product specific terms and conditions shall take preference over the general terms and conditions

## 1. Definitions

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions.

- 1.1. **Equipment** – is Customer Equipment and Vox Equipment;
- 1.2. **Customer Equipment** – Equipment supplied by the Customer and that is not supplied by the Vox.
- 1.3. **Vox Equipment** – Equipment supplied by Vox, either on an outright sale or a rental basis.

## 2. Accuracy of Customer information

The Customer will provide Vox with accurate and up to date information when Customer contacts the Vox to report a suspected fault and is asked a standard set of structured questions.

## 3. Rental terms

- 3.1. If the Customer has elected to rent the Vox Equipment, then:
  - 3.1.1. The Vox Equipment remains the property of Vox. Upon termination of the Agreement it shall be returned to Vox.
  - 3.1.2. The Customer shall bear the shipping costs for the delivery and return of the Vox Equipment.
  - 3.1.3. Risk of loss and/or damage in the Vox Equipment is that of the Customer, and the Customer shall ensure that it or its Customer is sufficiently insured against such risks.
  - 3.1.4. In the event of failure of the Vox Equipment, Vox will repair or replace (at Vox's discretion) the Vox Equipment as per the Service Level Agreement.
  - 3.1.5. Maintenance will be provided as per the accompanying Service Level Agreement.
  - 3.1.6. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of Vox Equipment where the Vox Equipment failure was caused by Customer's use, misuse or changes made by the Customer to the Vox Equipment. The Customer agrees to support the replacement of the Vox Equipment according to Vox's instructions.

## 4. Purchase terms

- 4.1. If the Customer has elected to purchase the Vox Equipment, then:
  - 4.1.1. Payment of the Vox Equipment is due on delivery.
  - 4.1.2. Delivery of the Vox Equipment shall be deemed to have been effected upon handing over of the Vox Equipment to the Customer or the Customer's agent. For this purpose, where the Vox Equipment are delivered by a carrier, such carrier shall be deemed to be the agent of the Customer.
  - 4.1.3. Ownership in the Vox Equipment shall remain vested in the supplier until the supplier has received payment in full for the Vox Equipment purchased, but the parties further agree that the Vox Equipment shall be at the Customer's risk immediately on delivery to the Customer or its agent, whichever is sooner.
  - 4.1.4. Insurance coverage with the carrier is the responsibility of the Customer.
  - 4.1.5. Standard manufacturer warranties apply. In the event of the Vox Equipment becoming defective during the warranty period, Vox shall use its best endeavours to obtain replacement stock from its suppliers.
  - 4.1.6. Except for the provisions of clause 4.1.5, Vox shall not be liable to the Customer or any third party for any loss, liability, damage (whether direct or consequential) or expense of any nature whatever suffered by the Customer or any third party as a result or which may be attributable to:
    - 4.1.6.1. The Vox Equipment or any part thereof being defective in any way (whether latent or patent).
    - 4.1.6.2. Any delay in delivering or any failure to deliver the Vox Equipment or any part thereof, and the Customer indemnifies Vox against any claim which may be made against Vox in respect of any such loss, liability, damage or expense.

## 5. Vox Equipment

- 5.1. The Vox Equipment will be provisioned with a standard configuration.
- 5.2. In the event that the Customer requires access to the Vox Equipment management interface, Vox can under no circumstances be held accountable for the misuse or misallocation of passwords to access the Vox Equipment by staff or any resources appointed by the Customer. The Customer agrees to accept full responsibility for any changes made to the Vox Equipment which may result in loss, equipment failure and/ or damage. The Customer also agrees to ensure all staff or resources appointed by the Customer to access the Vox Equipment are sufficiently trained and have the necessary skill / certification to undertake the necessary maintenance on the Vox Equipment.

## 6. Use of Vox Equipment with best effort services

- 6.1. Due to the nature of best effort access circuits / services, the beneficial use of the Equipment may not be optimal.
- 6.2. The Customer acknowledges that the Internet is by its nature best-effort. Accordingly, should any Equipment be accessed via the Internet, Vox cannot provide any guarantees on the Customer's use of the Equipment.
- 6.3. Any extra cabling necessary within the Customer site, including but not limited to the connection between the Telco entrance point and the Customer's IP connection point, is not included in the provision of the Service and is the sole responsibility of the Customer.

## 7. Charges

- 7.1. All final costs are dependent upon the accurate completion of a site survey and are subject to change at any stage prior to the implementation of the service. Any such changes will be communicated to the Customer at the relevant time.
- 7.2. All pricing is subject to rate of exchange variations of foreign currency as determined by the authorized distributors of the equipment.
- 7.3. Pricing does not include post deployment Installations, Moves, Adds, Changes and Deletions
- 7.4. Any changes to the scope of supply will be quoted by Vox and accepted by the Customer prior to implementation.

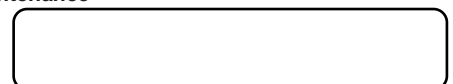
## 8. Installation

- 8.1. The Customer will complete a site survey to determine whether the Customer's facilities will support the installation of the Vox Equipment. The Customer may complete the site survey or request Vox to carry out a site survey at the Customer's cost.
- 8.2. Based on the outcomes of the site survey, Vox shall provide the Customer with a document detailing the Customer site preparation requirements, which shall be an addendum to the Subscriber Agreement.
- 8.3. Vox shall not be liable for any loss suffered as a result of the Customer's failure to provide accurate information or any relevant facilities, which may lead to a delay in installation or service repair.
- 8.4. The installation will be carried out from Monday to Friday during local Business Hours. Additional costs may apply for installations carried out outside of these times.
- 8.5. The Customer agrees to ensure that Vox's accredited installer is given access to the Customer site to install the Vox Equipment. The Customer shall state a contact person for the installation of the Vox Equipment. This person shall be available for questions with regard to details of the Customer site and to assist the accredited installer where necessary.
- 8.6. The Customer will provide Vox's accredited installer with such assistance and information as reasonably required to provide the Service.
- 8.7. A minimum of 4 – 8 weeks lead time is required for installations and may vary based on equipment and resource availability, complexity and location of the deployment.

## 9. Acceptance

Customer will be provided with sign-off document to confirm acceptance of the installation of the Vox Equipment. The installation shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) business days following receipt of the sign-off document.

## 10. Preventative maintenance





Where preventative maintenance is applicable, the following terms will apply:

- 10.1. Preventative maintenance is carried out on a quarterly basis by certified Guardian Eye engineers.
- 10.2. The technician will complete a maintenance report while carrying out preventative maintenance and list any deviations on the system in the comment column.
- 10.3. A copy of this report will be made available to the Customer on completion of the visit.
- 10.4. Maintenance dates are calculated as follows:
  - 10.4.1. Project sign off date plus fifteen (15) working days plus three (3) months for the first visit;
  - 10.4.2. Thereafter every three (3) months
- 10.5. Customers will be notified timeously of any planned maintenance visits.

## 11. Customer equipment

- 11.1. Preventative maintenance is carried out on
- 11.2. Vox is not responsible for the availability, capacity and/or condition of any Customer Equipment not provided by Vox.
- 11.3. If the Customer connects any Customer equipment to the Vox Equipment, the Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Vox Equipment.
- 11.4. Only equipment approved by Vox can be supported by Vox. A full list detailing the supported Customer equipment models are available upon request and may be updated from time to time by Vox.

## 12. Security

Customer acknowledges that the logical and physical security measures in relation to the Customer's premises are the sole responsibility of the Customer. Customer agrees that Vox will not be held liable for any losses arising out of security breaches of the Customer's premises.

## 13. Training

- 13.1. Post deployment user training is provided for a maximum of 2 hours per site, unless otherwise stated.
- 13.2. Training is limited to the use of end devices or applications provided with the Vox Equipment within the supplier agreement.
- 13.3. A training date and time will be deemed agreed and confirmed by the Customer upon acceptance of a calendar invitation or upon written acceptance of the proposed time and date.
- 13.4. The Customer is responsible to ensure users requiring training are available for training on the agreed date.
- 13.5. Cancellation or changes to the agreed training date must be made to Vox in writing by the Customer no later than 48 hours before the scheduled training date and time. Cancellations or changes made within 48 hours of the scheduled training date will be forfeited and any new training scheduled will be a billable engagement.
- 13.6. Additional training required after the initial post deployment training has been completed or for users who did not attend the initial session, will be billed on an hourly basis – minimum of 2 hours

