

# Vox Hardware Rental Terms



**THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.**

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. **Hardware means** Equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement.
- 1.2. **Service** means the delivery, rental and support of the Hardware. **"Printer(s)"** means the printer equipment rented with all peripherals, as more fully described in the Subscriber Agreement.
- 1.3. **"KDZA"** means Kyocera Document Solutions South Africa Pty Ltd.
- 1.4. **"Warranty"** means the Kyocera manufacturer warranty of 3 years or 100 000 pages printed (whichever occurs first).
- 1.1. **Laptop Equipment** means the Laptop equipment supplied by Vox to the Customer as itemised in a Subscriber Agreement.
- 1.5. **UPS Equipment** means the UPS equipment supplied by Vox to the customer as itemised in a subscriber agreement.

## 2. LIMITATIONS AND STOCK AVAILABILITY

- 2.1. Some Laptop Equipment are made available to business entities only.
- 2.2. Hardware Orders will be processed on a first-come-first-served basis.
- 2.3. Should your rental application be successful, your order will be held until your unit has been delivered to Vox – at which time you will be notified when your delivery will take place.
- 2.4. The price indicated per item includes delivery and Vox's service level agreement for the duration of the contract.

## 2. SERVICES DESCRIPTION

The Hardware service is the supply, delivery, and the maintenance of the Hardware.

- 2.1. Our Kyocera multifunctional printer equipment has the functionality to copy, print, and scan in mono and colour depending on which model is chosen. All Kyocera printers come standard with remote management software (KFS) that allows Vox to monitor all Customer devices from anywhere, receive direct device notifications, and quickly identify issues that need attention.
- 2.2. The Laptop Equipment includes:
  - 2.2.1. A Laptop, mouse or trackpad & laptop bag.
  - 2.2.2. Laptops may come with numpads depending on the availability of stock in that batch.
- 2.3. A Fibre UPS keeps your connectivity up for up to 4 hours when load shedding or power outages occur.
- 2.4. A Home Office UPS can connect up to 5 devices and dependant on type and number of devices connected, it can keep you connected for up to 4 hours during load shedding or power outages.

## 3. ACCURACY OF CUSTOMER INFORMATION

- 3.1. The Customer will provide Vox with accurate and up to date information: (i) when completing the Subscriber Agreement; and (ii) when Customer contacts Vox to report a suspected fault and is asked a standard set of structured questions.
- 3.2. Vox shall not be liable for any loss suffered as a result of Customer failure to provide accurate information, which may lead to a delay in the credit approval process or support provided under the service level agreement.

## 4. AFFORDABILITY ASSESMENT AND DEPOSIT

- 2.5. Your rental application will be subject to Vox's account approval process:
- 2.6. Your credit history will be accessed to assess your credit worthiness,
- 2.7. You may be required to supply additional documentation in support of your account application.
- 2.8. You consent that Vox may collect and use your personal information in order to conduct a credit check and identity verification.

## 5. RENTAL OF SUPPLIED EQUIPMENT

- 5.1. Customer acknowledges that Customer is entering into a pure rental agreement for the selected term, as indicated on the Subscriber Agreement.
- 5.2. Customer will not own the equipment at the end of the rental term.
- 5.3. At the end of the rental term:
  - 5.3.1. Customer may elect to renew the rental agreement with the existing Hardware and Vox may, at its own discretion offer a discount.
  - 5.3.2. Customer may elect to an upgrade of the Hardware to the then current model release if available, by entering into a

- 5.3.3. Customer may elect to return the Hardware in good working condition with no defects of any nature whatsoever – fair wear and tear excepted.

## 6. DELIVERY AND CUSTOMER REQUIREMENTS

- 6.1. Customer agree to ensure that service staff of Vox or Vox's agent are given access to Customers delivery address. Customer will nominate a contact person for the delivery of the Hardware.
- 6.2. Deliveries will be carried out from Monday to Friday during Business Hours.

## 7. APPLICABLE TO PRINTER - MONTH 2 MONTH

- 7.1. A once off Installation fee will be charged per printer installed
- 7.2. You will be required to present your original identity document at time of delivery for verification by Vox or Vox's agent.

## 8. ACTIVATION OF SERVICE

- 8.1. A sign off document and proof of delivery will be required to be signed by the Customer as acceptance of the delivery of the Hardware. The service shall be deemed accepted by Customer if no objection has been raised by Customer within two (2) business days following receipt of the sign-off.

## 9. HARDWARE

- 9.1. Printers will always be installed by a Vox Engineer to ensure KFS is configured correctly.
- 9.2. If a customer connects any other equipment to the Hardware Customer will be liable for any and all damages if such connection causes any malfunction or failure to the Hardware.
- 9.3. The Hardware will be delivered with a standard factory setting configuration.
- 9.4. In respect of the Hardware:
  - 9.4.1. The Hardware remains the property of Vox.
  - 9.4.2. Upon termination of the agreement the Hardware shall be returned to Vox.
  - 9.4.3. Unless otherwise specified, Vox shall bear the shipping costs for the delivery and return of the Hardware.
  - 9.4.4. Collection and toner replenishment fees are applicable for the Month 2 Month laptop and printer rentals.
  - 9.4.5. Risk of loss and/or damage in the Hardware lies with Customer and Customer will ensure that they are sufficiently insured against such risks.
  - 9.4.6. In the event of failure of the Hardware, Vox will repair or replace the Hardware (at Vox's discretion). The Customer acknowledges that during the term of the agreement technology may change and accordingly Vox may in its sole discretion replace the Hardware with comparable equipment which need not be exactly the same as the replaced equipment, provided that it shall be substantially similar to the replaced equipment.
  - 9.4.7. The Customer accepts liability for any costs incurred by Vox as a result of repair or replacement of the Hardware where the Hardware failure was caused by Customer's use, misuse or changes to the Hardware, other than as previously agreed to in writing by Vox. The Customer agrees to support the replacement of the Hardware according to Vox's instructions.

## 10. APPLICABLE TO PRINTERS- CONSUMABLES

- 2.9. Start-up toners are supplied with the delivery of your printer. All replenishment of toner thereafter can be purchased via the Vox shop.
- 2.10. Toner are model specific and cannot be used on a printer model they have not been manufactured for.
- 10.3. Vox will not be liable for incorrectly ordered toners.

## 11. SECURITY

- 11.1. Customer acknowledges that the logical and physical security measures in relation to the Hardware are Customer's sole responsibility. Customer agree's that Vox will not be held liable for any losses arising out of security breaches (including loss or theft of Customer personal information) resulting from a breach of security via the Hardware.
- 11.2. Customer must take all reasonable precautions to protect the Hardware from unauthorised access by (amongst other things)

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assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Hardware.

- 11.3. In order to make full use of the Hardware Equipment an internet connection may be required. You must take all reasonable precautions to protect the Equipment from unauthorised access by (amongst other things) assigning secure passwords, changing the passwords regularly and to take such necessary measures to properly secure the Equipment. Vox will not be held liable for any losses arising out of any compromised accounts or Hardware.

## 12. CUSTOMER EQUIPMENT

- 12.1. You are responsible for obtaining, installing, configuring and maintaining your own equipment.
- 12.2. Vox is not responsible for the availability, capacity and/or condition of your own equipment.

## 13. WARRANTY

- 13.1. Vox makes no warranty that the products will meet Customer requirements.
- 13.2. Vox makes no warranty that the products will be compatible with Customer equipment or any end user equipment.
- 13.3. No advice or information, whether oral or written, obtained by the Customer from Vox through the services shall create any warranty.
- 13.4. Service level agreement services will be provided on a 72-hour business day basis.
- 13.5. Original packaging must be retained for shipping and warranty purposes.
- 13.6. Only Vox Technicians or Supplier trained technicians must perform all service work.
- 13.7. Vox will register warranty calls and onsite technicians in the event that remote support is unsuccessful.

## 14. WARRANTY REJECTION

- 14.1. Vox may reject Warranty claims for any of the following reasons:
  - 14.1.1. The serial number has been altered or is incorrectly reported with Vox by the Customer.
  - 14.1.2. Any damage caused by non-compliance with the specifications and ambient conditions.
  - 14.1.3. An unauthorised dealer has maintained the Hardware Equipment.
  - 14.1.4. Claim not submitted within 30 days of date repair/date of replacement of the spare part.
  - 14.1.5. The claim caused by Force Majeure.
  - 14.1.6. The Customer is unable to prove the Customer has used original consumables supplied by KDZA.
  - 14.1.7. The Warranty part is not returned within 30 days of authorisation.
- 14.2. Vox may refuse to process Warranty claims if the Customer's account is in arrears

## 15. SERVICE LEVELS

- 15.1. A complimentary service level agreement is included in all rental contracts.
- 15.2. Vox provides you with a swap out service that includes Vox or Vox's agent collecting faulty Equipment and replacing it with similar Equipment as described in 8.4.5.
- 15.3. Faulty Equipment will be swapped out 72 business hours.
- 15.4. Original packaging must be retained for shipping and warranty purposes.
- 15.5. This clause only deals with the time within which Vox will swap out faulty equipment but must not be interpreted to negate your responsibility and liability for damage that you are liable for.

## 16. RESALE OF SERVICE

Unless the Customer has entered into a reseller agreement with Supplier, resale of the Service is not permitted

## 17. CANCELLATION OF SUBSCRIBER AGREEMENT-HARDWARE

Cancellation of the Hardware service will incur a cancellation penalty equating to the total remaining monthly payments of the rental term.

- 17.1. Vox will dispatch an agent within 7 days of cancellation, to collect the Hardware Equipment.
- 17.2. Should you not make the Hardware Equipment available for collection by Vox's agent within 7 days of cancellation, (a) you will be invoiced an equipment collection fee, and (b) you will be invoiced for the then current retail value of the Hardware Equipment or the nearest model in circulation at the time,
- 17.3. Should Vox successfully retrieve the Hardware Equipment from you, Vox will, credit the invoice for the retail value of the Hardware

Equipment.

- 17.4. Should the Hardware Equipment be returned damaged, you will be liable for the costs incurred by Vox to repair or replace the Hardware Equipment.
- 17.5. You are required to send pictures of the Hardware from all angles to [MITSupport@voxtelcom.co.za](mailto:MITSupport@voxtelcom.co.za) on day prior to collection to establish the current condition of the unit. Kindly include your Vox account number in this email.

## 18. APPLICABLE TO PRINTER - MONTH 2 MONTH

- 18.1. Should you terminate the subscriber agreement you are required to provide Vox with 30 day's notice.
- 18.2. Upon termination of the rental agreement by either party:
  - 18.2.1. You must return the Printer Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
  - 18.2.2. Vox will charge toner replenishment fees according to the printer model selected.

## 19. APPLICABLE TO LAPTOP - MONTH 2 MONTH

- 19.1. Should you terminate the subscriber agreement you are required to provide Vox with 30 days' notice.
- 19.2. Upon termination of the rental agreement by either party:
  - 19.2.1. You must return the Laptop Equipment in good working condition with no defects of any nature whatsoever – fair wear and tear excepted;
  - 19.2.2. Vox will charge a collection fee that will be billed to your account.

## 20. TERMINATION

- 20.1.1. The Customer shall provide Vox with one calendar months' notice that they intend to terminate the Hardware Rentals agreement (in whole or part).
- 20.1.2. Notwithstanding any provisions set out in the General Terms and Conditions, if the Customer's termination date is a date before the expiry of the Initial Term or any subsequent renewal term, then the Customer shall be liable to Vox for termination penalties calculated as follows:
  - a. Termination for any reason before Delivery Date: 100% of the monthly recurring values multiplied by the number of months indicated on the Subscriber Agreement.
  - b. Termination at any time after the Delivery Date but before the expiry of the Initial Period, including termination by Vox as a result of the Customer's breach: 100% of the monthly recurring values for the unexpired portion of the contract term at the date of termination.
  - c. The Customer shall be responsible for the return of the Hardware Equipment (together with the packing materials thereof) and handed to Vox's representative where delivery and/or collection has been agreed).
  - d. The Hardware Equipment shall be returned unencumbered and in good repair, condition and working order (fair wear and tear excepted).
  - e. Vox will notify the Customer within five days of return of any items not returned; including cables, manuals and other accessories supplied.
  - f. Hardware Rentals Any items not returned within seven days of any such notification will, at the discretion of Vox, be invoiced at the Replacement Fee.
  - g. Vox will invoice the Customer the repair or replacement cost (whichever is more commercially viable) of any goods lost or returned damaged;
  - h. All packing materials are chargeable at Vox's then prevailing rate if not returned or if found to be damaged when returned to Vox.