

Special Terms – Hardware

These specific terms will apply to any Call Off Agreement where Supplier is selling Hardware to Customer.

1. Delivery and quality

1.1 Delivery

Supplier will deliver the Hardware to Customer on the date and at the location specified in the Call Off Form, during Customer's working hours. Delivery will be deemed to have taken place when the Hardware is delivered and, where relevant, installed at the site identified in the Call Off Form.

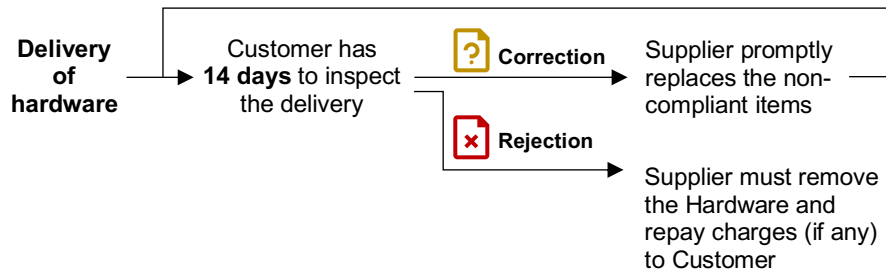
1.2 Quality assurances

Unless otherwise specified in the Call Off Form, Supplier will ensure that:

- a. the Hardware delivered is new, unused and of recent origin,
- b. the Hardware is sufficiently packaged and arrives safely and undamaged,
- c. the Hardware is delivered with a delivery note specifying the order number, type and quantity of Hardware, and
- d. the tools, information and instructions required by Customer to use the Hardware is provided with it.

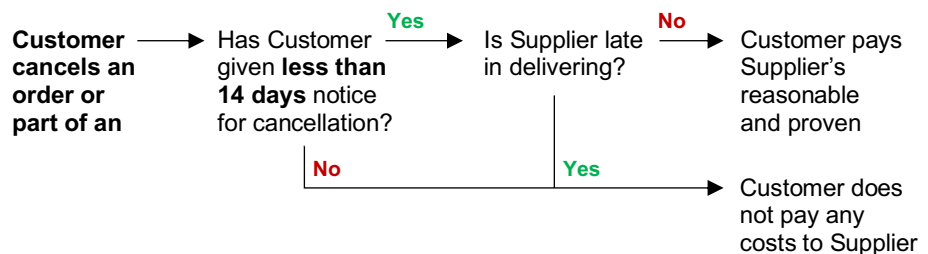
1.3 Acceptance

- 1.3.1. Supplier will perform reasonable tests of the Hardware before it is delivered to confirm that it meets the requirements of this agreement.
- 1.3.2. Customer may inspect and test the Hardware after delivery and if Customer identifies that the Hardware does not meet the requirements of this agreement then Customer may, within 14 days of delivery of the Hardware, either:
 - a. reject the Hardware and Supplier will remove the Hardware and repay any charges paid in respect of the Hardware, or
 - b. require that Supplier promptly replace the non-compliant items with Hardware that meets the requirements of this agreement.



1.4 Cancelling undelivered orders

- 1.4.1. Customer may cancel any order or part order of Hardware that has not been delivered.
- 1.4.2. If the Customer gives less than 14 days' notice, and Supplier is not late in delivering the Hardware at the date the cancellation notice is given, then Customer will pay the Supplier's reasonable and proven costs already incurred on the cancelled order that Supplier has taken reasonable steps to minimise.



2. Title and risk

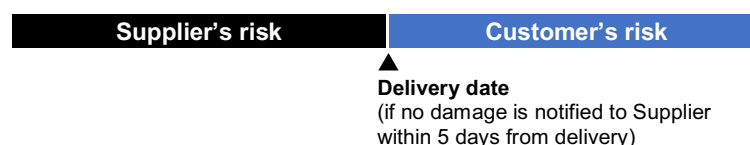
2.1 Transfer of title

Ownership of the Hardware will transfer to Customer upon payment. Supplier states that it will have full and unrestricted ownership of the Hardware at the time of transfer of ownership.



2.2 Transfer of risk

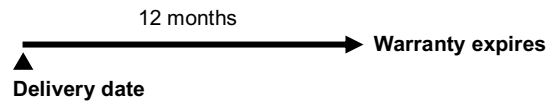
Risk in the Hardware will transfer to Customer on delivery of the Hardware unless Customer notices damage following delivery and notifies Supplier within five working days of delivery in which case Supplier will retain risk in the Hardware.



3. Warranty and recalls

3.1 Warranty

Supplier will provide a 12-month warranty from the date of delivery against any obvious defects in the Hardware.



3.2 Manufacturer's warranty

Supplier will, promptly after transfer of ownership, assign any manufacturer warranties for the Hardware to the Customer.

3.3 Recalls

Supplier will indemnify Customer against the reasonable costs of any recall of the Hardware and will notify Customer of actual or anticipated recalls of the Hardware.

4. Definitions

Hardware: any goods forming part of the Products being sold by Supplier to Customer, as specified in the Call Off Form