



Annual Extended Warranty & Service Agreement

1. This warranty is supplemental to any conditions or warranties which may be implied by law and which may not be validly excluded or modified. This warranty is extended to purchaser or first user of the equipment including accessories, described below installed in new condition in Australia..
2. The Extended Warranty commences for a period of **12 months** (post initial 12 months warranty) from the date of signature on this agreement or receipt of payment.
3. Equipment (as detailed below in table 1.1) which has been reported to BA as defective within the Warranty period and which is determined by BA to be defective in manufacture will be repaired or replaced at no charge to parts or labour. Travel costs are included for the first 100kms road distance from closest capital city. Travel costs for 100km plus to be negotiated at time of service call been placed.

The Warranty on the items detailed below table 1.1 is for one year from the date of this agreement and includes.

Field Training	Point of Sale Replacement
Swap Units	Remote Log-in if available
Software Updates	Email Support
Phone Technical Support	

Repair or replacement shall be at the option of BA and carried out during the normal working hours of BA .

The same Warranty is extended to any replacement parts provided under this Warranty except that the Warranty period for such replacement parts is three months from the date of installation of such parts or the balance of the Warranty period applicable to the equipment which ever be later.

Equipment or parts replaced will become the property of BA. Replacement parts will be new or of substantially equal quality.

Software improvements, to pre-purchased system and applications will be made available to the first purchaser on a self-install basis during the Warranty period. New software applications or software feature enhancements are not included in the Warranty.

4. BA will endeavor to carry out repair or replacement at the location of the equipment but may require that repair or replacement be carried in whole or in part at a BA Equipment Service centre. BA Australia is to be notified in writing at the time the equipment is to be located at a different address.
5. Matters to which this Warranty does not extend (but which BA may carry out at the then current charges) include:
 - A. TRAVEL AND ACCOMMODATION CHARGES OF BA SERVICE REPRESENTATIVES OR BA AUTHORISED SERVICE AGENTS BEYOND 100KM ROAD DISTANCE FROM CLOSEST CAPITAL CITY.
 - B. PROBLEMS DUE TO CUSTOMER MISUSE OR ABUSE
 - C. RELOCATION OF EQUIPMENT OR SERVICE ASSOCIATED WITH SUCH RELOCATION
 - D. DAMAGE CAUSED BY THE RELOCATION OF EQUIPMENT NOT PERFORMED BY AN AUTHORISED BA AUST SERVICE REPRESENTATIVE
 - E. SERVICE OR PARTS ASSOCIATED WITH ANY UNAUTHORIZED MODIFICATIONS, ATTACHMENTS OR SERVICE
 - F. FAILURE TO FOLLOW BA OPERATING AND ROUTINE OPERATOR MAINTENANCE INSTRUCTIONS
 - G. CONSUMABLE ITEMS
 - H. RESTORATION OF OPERATING SYSTEM AND APPLICATION SOFTWARE AS A RESULT OF OPERATOR INDUCED PROBLEMS OR SOFTWARE VIRUSES
 - I. PROBLEMS ARISING FROM OWNERS FAILURE TO MAINTAIN ADEQUATE DATA BACK UPS
 - J. REPAIR OR REPLACEMENT OUTSIDE OF THE NORMAL WORKING HOURS OF BA
 - K. HARDWARE OR SOFTWARE FEATURE ENHANCEMENTS, AND NEW SOFTWARE APPLICATIONS
 - L. REPLACEMENT OF LOST OR DAMAGED SOFTWARE DISCS
6. Subject to any conditions and warranties mandatorily implied by statute and subject also to any conditions and warranties set out in this agreement, all conditions, warranties and representations by or on behalf of BA whether expressed or implied, are hereby expressly negated and excluded.
7. Freight and Handling Charged at \$50ex GST per transaction for loan equipment.
8. \$495ex GST Chargeable and payable via invoice post signing this agreement for a 12 month period.
9. This Warranty covers manufacturing defects in materials and workmanship encountered in the normal, non-commercial use of this Product, and does not cover cosmetic damage or damage due to acts of nature, accident, misuse, abuse, negligence, commercial use or modification of, or to any part of the Products. This Warranty applies to the original consumer only and does not cover products sold AS IS or WITH ALL FAULTS, or consumables, and the Warranty is invalid if the factory-applied serial number has been altered or removed from the Product. This warranty is valid only in Australia, and only applies to products purchased and serviced in Australia.

Table1.1

EQUIPMENT DESCRIPTION	SERIAL NUMBER		
ID STATION PRINTER			
ID STATION TABLET			

The Customer/First Purchaser hereby acknowledges that the equipment has been commissioned and is operational.

SIGNED _____ DATE: _____ EFFECTIVE DATE: _____
CUSTOMER/FIRST PURCHASER

COMPANY: _____ INSTALLED ADDRESS: _____

_____ POST CODE: _____



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1. GENERAL

The CUSTOMER named in the SUPPORT AGREEMENT (hereinafter called 'the Customer') agrees to pay the amount set out on the SUPPORT AGREEMENT (hereinafter called 'The SA'), within 30 days of the commencement of the term of the agreement, and Brands Australia Pty. Ltd. (hereinafter called 'BA') agrees to provide Periodical Maintenance Calls and Repair Support in respect of the equipment described in the SA (hereinafter called 'the equipment') for the period set out on the SA (hereinafter called 'the term') in accordance with the conditions set out below (which together with the SA are hereinafter called 'this Agreement').

2. PERIODICAL MAINTENANCE CALLS

- The stated number of Periodical Maintenance Calls may be made to the installed address during BA normal working hours unless after hours calls are specified and such calls shall be spaced at intervals and times determined upon by BA or at such other times as are mutually agreed between the Customer and BA.
- Periodical Maintenance Calls comprise equipment inspection, performance check and any normal mechanical and electrical adjustments for placing the equipment in good working order consistent with standards deemed reasonable by BA having regard to the age, past use and condition of the equipment.

3. REPAIR SUPPORT

Following request by the Customer, Repair Calls can be provided at the installed address during normal working hours of BA. If the Customer requests Repair Support at other times it may be provided by BA and will be charged to the Customer at then current charges of BA for out of normal hours support.

4. PARTS REPLACEMENT

Parts (excluding all consumables) may be replaced by a Support Representative authorised by BA during Periodical Maintenance or Repair calls if deemed necessary by him, and free of charge to the Customer. BA may require that parts removed become the property of BA on an exchange basis.

5. DELAYS

BA does not accept responsibility for delays in the supply of labour or parts caused by circumstances which are beyond the control of BA. By way of illustration and not of limitation the following are considered circumstances beyond the control of BA: the non-availability of parts caused by inability of the manufacturer or supplier to supply such parts, shipping delays, strikes or other causes whether similar or not.

6. AVAILABILITY OF ADDITIONAL SUPPORT AND EXCLUSIONS

This Agreement does not require BA to carry out the following, which BA may carry out, on the conditions hereof, but at the then current charges of BA for labour and parts.:

- General cleaning and maintenance of the equipment on a day to day basis, the loading of sensitised materials and the mixing of chemicals and any work outlined in the Equipment Instruction Handbook or the Users Handbook which is normally the responsibility of the Customer;
- Major overhaul or reconditioning and rebuilding of the equipment;
- Removal of the equipment or the parts thereof to a BA Equipment Support Centre when necessary for extensive repair adjustment or testing which cannot be completed at the Customer's premises;
- Making good equipment problems and additional labour and parts during Periodical Maintenance Calls or Repair Support caused by failure to follow BA cleaning maintenance and operating instructions, the use of material in or upon the equipment for which the equipment was not designed, accident, abuse, misuse or relocation of the equipment, installation of modifications, attachments, accessories or repairs and adjustments by other than a Support Representative authorised by BA or failure by the Customer to authorise the fitting or parts recommended by BA.
BA and its employees shall not be required to perform any work in premises which do not conform with relevant legislation regarding health, safety and welfare of workers. BA accepts no responsibility for delays in the performance of work hereunder due to the failure of the Customer to provide premises which do so conform.
- Repair or damage resulting from transportation damage, earthquake, lightning, explosion, flood, water damage (including damaged pipes, air-conditioning and the operation of sprinklers), failure by the Customer to provide the proper environment for the equipment, failure of electrical power (including power surges) or damage caused by electrical and/or mechanical connections to other equipment not supplied by BA.

7. LIMITATION OF LIABILITY OF BA

- Customer's attention is drawn to Section 68A and 74L of the Trade Practices Act 1974 (as amended) and to relevant State Legislation. Except in those circumstances where BA is by law unable so to exclude or limit its liability, and subject to any express warranty or condition herein, all warranties, conditions and representations whether express or implied are hereby expressly negated and excluded provided nevertheless that where a warranty or condition is implied by law BA's liabilities in respect of goods or services not ordinarily acquired for personal, domestic household use or consumption, shall be limited in the case of goods to one of the following, as determined by BA:
 - replacement of the goods or supply of equivalent goods;
 - repair of the goods;
 - payment of the costs of replacing the goods or acquiring equivalent goods, or;
 - payment of the cost of having the goods repaired;and in the case of services, to supplying the services again or, at BA option, the payment of the cost of having the services supplied again.
- BA expressly warrants that labour supplied under this Agreement which is reported to BA as defective within 30 days of the date of supply and determined by BA to be defective will be corrected during normal working hours of BA free of charge to the Customer.
- BA expressly warrants that parts supplied under this Agreement which are reported to BA as defective within 90 days of the date of supply and determined by BA to be defective will be repaired or replaced as the case may be during normal working hours of BA free of charge to the Customer.

8. WARRANTY BY THE CUSTOMER

The Customer warrants that:

- Customer is the owner of the equipment or has the authority of the owner of the equipment to enter this Agreement;
- BA shall have at all relevant times free and uninterrupted access to the equipment;
- Customer will use its best endeavours to provide a responsible person in attendance at the premises at all material times;
- Customer accepts responsibility for the security of the premises including full and proper protection against damage, theft, accident, fire and other similar occurrences whether or not the Customer has provided a person in attendance;
- The work place and work environment in which the equipment is installed and operated comply with all relevant legislation regarding health, safety and welfare of workers;
- The requirements of BA Installation and Site Specifications for the equipment will be maintained.

9. MOVEMENT OF EQUIPMENT

BA shall be notified at the time the equipment is relocated at a different address to the installed address. BA may make an additional charge or a refund at its current travelling charges to the changed address of installation if this Agreement shall continue after such change of address.

10. CANCELLATION

This Agreement may be cancelled by either party giving to the other sixty (30) days' notice in writing and the Customer shall be entitled to a refund of a proportion of the amount paid based on the outstanding monthly periods of the Agreement if the Customer is then not in default.

11. RENEWAL

Unless BA shall have received the Customer's written notice of cancellation no less than sixty (60) days prior to the expiration of any twelve month term, this Agreement shall be automatically renewed for a further twelve month period at BA's then current charges for such agreement.

12. AGREEMENT NOT TRANSFERABLE

This Agreement is personal between BA and the Customer and is not assignable or transferable.

13. NOTICES

Any notice shall be in writing and forwarded by email to sales@brandsaustralia.com or alternatively by prepaid post to the Branch address of BA or the address of the Customer as the case may be. Notice shall be deemed served at the date it would be received in ordinary course of post.

14. CHANGES IN TAXATION

Any taxes or fees now or hereafter imposed upon this Agreement (including stamp duty) shall be added to the Amount Payable.

15. TRAVEL CHARGES

Travel charges within 100 road kilometres of closest capital city are included in the charges associated with Periodical Maintenance Repair Calls only. Country travel charges, as specified from time to time by BA, apply to all customer sites beyond this 100km limit for that proportion of travel beyond the 100 km limit.

16. MISCELLANEOUS

This Agreement shall be governed by the law in force in the State of Victoria. It replaces any previous agreement for maintenance or repair of the equipment. It constitutes the entire agreement between BA and the Customer for maintenance and repair of the equipment. Its terms shall prevail should there be any variance between it and the terms or conditions of any order submitted by the Customer for maintenance and repair of the equipment.