



Effective: 01/07/2006

CBIT PTY LTD per incident Server or PC or Network Installation Service Terms and Conditions

1. Support Services: Any CBIT PTY LTD (hereafter referred to as "CBIT") per incident installation service (hereafter referred to as "Service(s)") provided by CBIT will be subject to these terms and conditions. A per incident service is a one time service offered to and accepted by Customer for a Manufacturer's Hardware Product. Customer's acceptance of these terms and conditions (hereafter referred to as "Terms and Conditions" will be deemed to occur upon Customer's purchase of the Service. Services will be provided by CBIT or a CBIT Authorised Representative, at CBIT's option.
2. Customer: As used herein "Customer" refers to an end-user CBIT customer who purchases the Services directly from CBIT.
3. Charges: Customer will pay for the Service (hereafter referred to as the 'Service Charge') at the time of purchase and prior to any Service being delivered. Customer will pay all applicable taxes. The Service consists of a pre-arranged, in-house and/or on-site, Server or PC or Network installation by an installation technician. CBIT will provide in-house and/or on-site service at CBIT's standard or pre-negotiated fee. CBIT does not perform in-house/on-site service without charge, in or out of warranty.
4. Eligible Products: The Server or PC or Network Installation Service applies to CBIT-qualified 3rd party hardware and assistance with the installation of customer supplied 3rd party software (see Section 5 below), and assistance with the installation of customer supplied 3rd party routers and software. To be eligible for Service, the hardware product must be currently supported by the Manufacturer and in working condition.
5. Service Warranty: CBIT warrants this Server or PC or Network Installation Service for a period of 30 calendar days. If the Service is not successful or complete CBIT will, at its discretion send an installation technician to the customer site to resolve any outstanding issue regarding the Service. If the issue cannot be resolved CBIT may offer a credit or discount on the Service Charge paid for the Service. This warranty is provided to the original purchaser of the Service and applies only to work performed during the original Service event. Any modification of system software or computer hardware that affects installation of the Server or PC or Network will void all warranties. Under this Service CBIT may provide assistance with installation of 3rd party hardware or software products, however, CBIT does not warranty that 3rd party hardware or software installation will be successful in every case. The customer may be required to contact the 3rd party hardware or software vendor to ensure compatibility.

Hardware Warranty: Please refer to the individual warranty provided by the Manufacturer of the Hardware Product. Defective Products and accessories/devices purchased with the system are covered by the Manufacturers of those Products. For example, if your hard-drive fails in use, you may call CBIT or bring the device in for diagnosis. If it is determined the hard-drive is in need of repair or replacement, the manufacturer of the Product takes responsibility of its coverage as stated on the Manufacturer's warranty statement or policy. CBIT can be of assistance in shipment of the Product and, if available, we can rent you a similar device for the period you are without the defective product. Customer is responsible for all shipping and handling charges unless otherwise stated.

Software Warranty: Warranty for software such as operating systems (Windows Server, XP, Vista, Windows7 etc.), Office suites (Microsoft Office 2003, 2007, 2010 etc.) and any other software included with the system is provided by the manufacturer. The software is tested in good operating condition upon completion of system assembly. CBIT does not warranty software related problems including: Software re-installation & re-configuration, Viruses, Spyware, Malware, Passwords and Data Loss. CBIT will provide assistance, if requested, with software related problems at CBIT's standard labour fees.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, CBIT PTY LTD SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.

6. Limitations of Liability and Remedies: For any breach of this service or these terms and conditions by CBIT, Customer's remedy and CBIT's liability will be limited to a refund of the service charge paid for the service. CBIT will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. To the extent CBIT is held legally liable to customer, CBIT liability is limited to a maximum of the service charge paid by customer for this service for the product at issue.

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL CBIT, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

7. Timeliness of Action: In no event will any cause of action be brought against CBIT more than one year from the date the cause of action has accrued.
8. Limitations of Service: The "Service" is a labour service only and does not include parts, repair or problem diagnosis and resolution. The Service does not include highly specialised installation features such as structured cable/wiring, enterprise software or hardware installation, data transfer, or customised configurations for customer's desktop, icons, folders or MS Windows operating system.

9. Non-CBIT Qualified Products: CBIT and its Authorised Representatives are not liable for the performance or non-performance of third party vendors, their products, or their support services.
10. Customer Responsibilities:
- a. Customer is responsible to ensure the Hardware Product is in working condition at time of "Service". Customer is responsible to ensure internet access is active and available at time of "Service". Customer must ensure all operating systems and/or ISP passwords, system discs and key codes are available at time of Service.
 - b. Customer is responsible to ensure a person at least 18 years of age is present during the entire time period Services are provided.
 - c. Customer is responsible for the security and safety of its proprietary and confidential information and for maintaining a procedure external to the hardware products for reconstruction of lost, or altered files, data, or programs. CBIT, or CBIT authorised representatives shall not be responsible at any time for data loss, alteration, or corruption of any software, data or files.
 - d. Customer must notify CBIT if any hardware products serviced are being used in an environment that poses a potential health hazard to CBIT employees or subcontractors. CBIT may decline to perform Services in such circumstances and return all charges paid.
 - e. Customer is responsible to ensure that applicable software complies with license and copyright requirements and along with peripheral hardware that is compatible with computer configuration.
 - f. Customer must schedule an appointment for the Service within 1 year of the Service purchase.
 - g. Customer must ensure the CBIT Authorised Representative has:
 - 1. Customer's consent and cooperation to enter your premises.
 - 2. A safe working environment and work space.
 - 3. Access to the location of the computer and relevant peripherals and software.
 - 4. Access to electrical power.
 - h. Customer must provide CBIT or CBIT Authorised Representatives notice on any customer initiated cancellation or rescheduling of Service prior to 24 hours before the initial scheduled time and date. There may be limited availability of appointment dates and time for rescheduled Service events. CBIT may change or delay Service appointments due to parts or technician availability, weather related instances, or unforeseen physical or logistic issues.
12. Force Majeure: If CBIT or its authorised representative's ability to provide services is impaired by circumstances beyond the control of CBIT or its authorised representative, including but not limited to road or traffic conditions, weather, natural disasters, strikes, or other causes, CBIT or its authorised representative may choose not to provide services.
13. Transfer of Service: This Service is not transferable. The Service can only be rendered on the Hardware Product registered to the Customer at the time the installation appointment is scheduled.

14. Entire Service: These Terms and Conditions constitute the entire understanding between the parties relating to the provision of this Service and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. *Customer's acceptance of these Terms and Conditions is deemed to occur upon Customer's purchase of Service. No change of any of these terms and conditions will be valid unless in writing signed by an authorised representative of each party.* If any provision of this Service, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Terms and Conditions shall nevertheless remain in full force and effect.