



Pre-Priced Production Installation Services Terms and Conditions

1 Supply of Services

- 1.1 NTT Australia Pty Ltd (ABN 65 003 371 239) (“**NTT**”) agrees to provide the following services for the purchaser (“**Client**”) on these terms and conditions (“**Terms**”):
- (a) install the product(s) within the selected distance and hours at an agreed time and location(s) ;
 - (b) apply an asset label (if provided by the Client);
 - (c) conduct a power-on self-test;
 - (d) load either the Client supplied or latest stable version of IOS;
 - (e) load the Client supplied configuration; and
 - (f) confirm the link status,
- (the “**Services**”).

2 Purchase Orders

- 2.1 Only these Terms govern the agreement between the parties. NTT's acceptance of a Client purchase order is not acceptance of any other terms or conditions.

3 Fees

- 3.1 Fees are as advised at the time of quotation.

4 Payment

- 4.1 Payment terms are strictly 30 days from the date of invoice.

5 Warranty

- 5.1 A defective installation reported within 30 days will be rectified at no charge to the Client.
- 5.2 To the extent permitted by law, all express or implied guarantees, warranties, representations, statements, terms and conditions relating to NTT and the provision of this Service under these Terms, are excluded from the agreement between the parties.
- 5.3 Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law which cannot law fully be excluded or limited, including any consumer law which contains guarantees that protect the purchasers of services in certain circumstances.
- 5.4 Where a guarantee, condition or warranty is implied into these Terms by a law which cannot be excluded, the liability of NTT is limited at the option of NTT to the supply the Service again or the payment of the cost of having the Service supplied again.

6 Acceptance

- 6.1 The Client agrees to accept the Service upon successful confirmation of the link status.

7 Confidentiality

- 7.1 In this clause, “**confidential information**” means information in any form except information that is already in the public domain at the time that it is disclosed or becomes part of the public domain otherwise than as a result of an unauthorised disclosure by NTT or the Client.
- 7.2 The parties must keep as strictly confidential any confidential information that is disclosed or provided by one party to the other.

8 Limitation of Liability

Implied Warranties

- 8.1 To the extent permitted by law, all express or implied warranties, representations, statements, terms and conditions relating to NTT or the provision of Products and/or Services under these Terms, not expressly set out in these Terms, are excluded from the agreement between the parties.
- 8.2 If a condition or warranty is implied into this agreement by a law which cannot be excluded, NTT's liability is limited (at NTT's option) to:
- (a) the replacement or repair of the goods or (a) the payment of the cost of having the goods replaced or repaired, in the case of supply of goods; or
 - (b) the supply of the services again or the payment of the cost of having the services supplied again, in the case of supply of services.

Liability under these Terms and Conditions

- 8.3 NTT's aggregate liability, whether arising from breach of contract, negligence or any other tort, breach of warranty, under an indemnity, or statute, in equity or otherwise is limited to the total amount paid for the supply of the service set out in clause 1.1.
- 8.4 Nothing in clause 8.3 operates to limit NTT's liability for:

- (a) claims for death, personal injury or damage to tangible property; or
- (b) claims for breach of a third party's intellectual rights.

8.5 NTT has no liability to the Client for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, negligence or any other tort, in equity or under an indemnity, warranty or otherwise, whether or not NTT was aware of the possibility of such loss or damage.

Consumer Guarantees

8.6 If clause 102 of the Australian Consumer Law (in the Competition and Consumer Act 2010 (Cth)) applies to the supply of NTT's goods and/or services:

- (a) they come with guarantees that cannot be excluded under the Australian Consumer Law;
- (b) for major failures in a service, the Client is entitled:
 - (i) to cancel its service contract with NTT; and
 - (ii) to a refund for the unused portion, or to compensation for its reduced value;
- (c) for major failures with goods the Client is also entitled to choose a refund or replacement;
- (d) if a failure in the goods or a service does not amount to a major failure, the Client is entitled to have the failure rectified in a reasonable time and if this is not done the Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion; and
- (e) the Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

9 General

9.1 No leniency, indulgence or extension of time granted by NTT to the Client will prejudice any of NTT's rights in any way or constitute a waiver of any of NTT's rights. If any of these Terms are for any reason declared to be or become unenforceable, invalid or illegal, the remaining Terms will remain in full force and effect.

9.2 These Terms are governed by the laws of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

9.3 These Terms, the applicable quotation and the purchase order constitute the entire agreement between the parties on the subject matter and supersede any previous understanding or agreement on that subject matter.