



## CTI Solutions Terms and Conditions(CTI)

CTI Solutions (CTI) agrees to provide the equipment and services offered in this Order under the following terms and conditions unless otherwise specified in writing and accepted by a director of CTI.

### 1. Payment for this Order

- When the customer elects to rent or lease the system, all relevant financial applications and documentation must be received and signed with the initial payment, prior to installation. This includes arranging for insurance if the equipment is being financed. In addition CTI Solutions will require the customer to pay a percentage of the total order value as a deposit. ( See Rental/Lease Deposit Schedule below.) The deposit will be refunded once CTI receive full payment from the relevant finance company.
- In instances where the system is being purchased, the same matrix applicable to deposits covering operation and finance leases applies.
- Where this Order covers installation, service or repair work the Order Value shall be payable as per the Payment Schedule below. Payment on placement of order is required for subsequent editions to the system where the order value is under \$5000 ex GST

### Rental/Lease Deposit Schedule

Order Value	Deposit
\$1000 to \$50000	40%
\$51000 to \$10000	25%
\$101000 +	10%

**Deposit:** The deposit is required before CTI Solutions order any required equipment.

### Purchase Schedule

Order Value	Deposit	Second Payment	Final Payment
\$1000 to \$50000	40%	50%	10%
\$51000 to \$10000	25%	65%	10%
\$101000 +	10%	80%	10%

**Deposit:** The deposit is required before CTI Solutions order any required equipment.

**Second Payment:** The second payment is required upon either the equipment arriving at your desired site location, or: when we have received a signed Partial Acceptance document.

**Final Payment:** The Final Payment is required within 14 days of signing the Final Acceptance Document.

### 2. Insurance for Equipment

- The purchaser shall provide full insurance cover for the equipment upon its arrival at the installation site or delivery address.



### **3. Ownership of the Equipment**

Property in the goods shall not pass until full and final payment is received by CTI

### **4. Equipment Trade-In**

- Where the seller is accepting a trade-in the customer warrants that they are the legal owner of the equipment and that they will have fully paid out any money owing on it prior to the new equipment being installed. The customer also agrees to maintain full insurance cover for it until collection takes place.
- Where a value for a Trade-In has been provided, it is a condition of this agreement that the Trade-In shall be made up of the equipment specified in &DH\_DocNo unless otherwise noted in writing within the same document.
- Customer warrants that all of the equipment being traded is in good working order and condition and we reserve the right to alter the allowance for the trade-in if the description of the equipment or the quantities of the equipment vary from those specified, or if the equipment is found to be faulty and/or in poor condition.

### **5. Carrier Liaison**

- Where CTI submits an order form on behalf of the customer for the connection or alteration of Lines or Services, the customer agrees that CTI shall not be liable for any delays or errors and further that such a delay or error shall not constitute a reason for withholding any payments which would otherwise be due..
- The customer also acknowledges that under no circumstances are any connection, rental or other Carrier fees included in this Order unless specified in writing..
- We reserve the right when a customer is rejected for finance or cancels the order to terminate any line orders and transfer the responsibility back to the customer.

### **6. Installation**

- During the installation process there is likely to be disruption to your normal telephone service. The customer agrees that CTI shall in no way be liable for any loss or damage suffered as a result.
- This Order covers only the work specified in the "Installation Description", any amendments must be made in writing. Work requested which is not part of this quotation will be charged at normal rates
- Where it is found that the Installation Work offered in this Order can not reasonably be carried out for the fee which has been calculated due to unforeseen problems with the running of cables or the use of existing cabling,
- An unexpected change in the condition or structure of the installation site, health, safety or regulatory reasons CTI reserves the right to re-quote the installation job.
- Where there is an unavoidable delay which is not the fault of CTI and which prevents the job from being completed for more than 7 days the customer agrees to pay CTI any amounts remaining due for work carried out up to that point.

### **7. Rescheduling Installation**

In the event that the installation needs to be postponed due to incomplete data collection, a rescheduling fee of \$250 inclusive of GST will apply. Note that data collection needs to be completed and returned a minimum of ten days prior to installation to avoid having the installation rescheduled.



## 8. Cancellation Fee

If the order is cancelled or equipment returned regardless of reason, a fee of 20 % of the hardware and software value covered in &DH\_DocNo will apply.

## 9. Work done post installation

- For any work done after the initial installation has been completed, the terms and conditions for payment will be seven (7) days from the date of invoice unless otherwise specified by a CTI Solutions representative.
- A CTI Solutions Engineer will, where possible get a representative of your company to sign a CTI Solutions Work Order. In instances where the site contact is not available to sign the form, this does not remove the obligation by the end user to pay invoice/s relating to the work done.

## 10. Warranty

Manufacturer backed warranty provides a back to base service only i.e the faulty part must be returned to the manufacturer prior to a replacement being dispatched. Where a valid CTICARE Support Agreement is held, CTI Solutions extends the back to base component with an on-site service. The response times and terms and conditions applicable are defined in our "SERVCE LEVEL DESCRIPTION".

### Summary

- Where a CTICARE Support Agreement is not taken, then it shall be the customer's responsibility to return the faulty part back to CTI for repair or replacement.
- Where CTICARE Support Agreement is signed, CTI agrees to come to the installation site during normal business hours (8.30am to 5.30pm Monday to Friday excluding Public Holidays) and repair or replace the faulty component. While all haste shall be observed in repairing the fault the customer agrees that CTI shall not be liable for any damages suffered as a direct or indirect consequence of any delay in attending or repairing the equipment.
- The warranty period stipulated shall commence upon the date of delivery or collection of the equipment and end at 5.00pm on the date that the warranty finishes.

In all cases the warranty shall not cover damage or faults caused directly or indirectly as a result of;

- Acts of God including water, fire, lightening or other such events
- Power Surges or Power Cuts,
- Problems with exchange lines or services which are not caused by the equipment,
- Negligence, misuse or user error, pest infestations
- Work carried out on, to or which effects the equipment and which is carried out by anyone other than an employee or nominated Service Agent of CTI,
- Electrical or electro-magnetic interference
- Third party equipment which is connected to the equipment