

Hardware Maintenance Agreement Terms & Conditions

1. Centracom agrees to:-
 - (a) Maintain the Equipment in an efficient operating condition for the duration of this Agreement.
The service charge shall cover: -
 - (i) Labour, travelling time and expenses incurred by Centracom.
 - (ii) Consumable materials required to maintain the Equipment subject to the exclusion contained in Clause 2 of this Agreement.
 - (iii) Exceptional repairs and service consequent on the clauses listed under Clause 2 will be carried out only at the Customer's written request and if Centracom agrees to undertake the work. Centracom's rate, prices and terms then in force will apply to such work.
 - (b) Provide Software Maintenance
2. Maintenance service does not include:-
 - (a) Faults caused by PSTN or any other service provider or any other third party. (Please be aware that it is currently TELKOM's requirement that your PABX supplier has to physically identify the Telkom line that is faulty before they will respond. Any resulting charges would not be for Centracom's account)
 - (b) Service consequent on movement and/or alteration to the Equipment, unauthorised by Centracom or the Equipment's connection to other equipment, attachments, devices, lines or software which does not comply with the interface specifications of Centracom.
 - (c) Repair and damage or increases in service time resulting from force majeure, fire, water, lightning, surges/dips/failures etc in the main electricity supply, Telkom or any other service provider faults or failures, accident, neglect, misuse or use other than that for which the Equipment is designed, failure of electrical power, air-conditioning or humidity control.
 - (d) Making specification changes or performing services concerned with the relocation of the Equipment or adding or removing accessories, attachments or other devices.
 - (e) Those operator or user functions, which should be carried out by the Customer in terms of the operator and user manuals, supplied by Centracom.
 - (f) Adjustments, alterations or repairs required to protect the Equipment against interference external to the Equipment caused by radio waves, induction or other sources.
 - (g) The supply and installation of replacement batteries.
 - (h) Any facility changes requested by the Customer.
 - (i) The replacement of any cabling external to the Equipment.
 - (j) Any repairs or service required by the Customer due to misuse or negligence or outside normal working hours (08H00-16H30 MONDAY TO FRIDAYS EXCL PUBLIC HOLIDAYS).
 - (k) Any additional Operators and User training, subsequent to the training provided with the implementation of the equipment.
3. Any alterations, attachments, features or specific changes made to the Equipment after the signing of this Agreement will result in an adjustment to the maintenance charges.
4. Centracom reserves the right to subcontract the maintenance service of this Agreement provided that obligations to the Customer shall not in any way be diminished.
5. Centracom shall not be held responsible for failure to render service when prevented from doing so by strikes, floods, fire, civil disturbance or any other causes beyond its control.
6. Centracom shall not be liable for injuries or damage to property or persons. Centracom shall not be liable for any loss or damage should it be unable to fulfil any terms or conditions of this contract on account of delay, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious interference, act of God or by any cause beyond its reasonable control or by reason of any parts or Equipment being unobtainable in South Africa. Centracom shall in any event not be liable for consequential damage.
7. Centracom shall be entitled to appropriate any payment made by the Customer to any amount owing by the Customer to Centracom.
8. The Customer agrees to: -
 - (a) Provide access at any time during normal working hours to any authorised representative of Centracom for any of the purposes of this Agreement
 - (b) Report all service requests through the Centracom Help Desk and furthermore, undertakes not to utilise any of Centracom's associated cell phone numbers to log such service requests.
 - (c) Provide a minimum of 2 persons as principle "System Managers" for the Equipment if required and Centracom will train them in its use. Should the Customer require their "System Managers" to undergo further training on the equipment, Centracom will train them in its use at an additional charge to the Customer. The Customer shall notify Centracom in writing of any changes in these personnel.
 - (d) Pay Centracom at the rate specified in clause 12 of this Agreement, such rate being inclusive of service, parts and labour.
 - (e) Pay amounts due to Centracom within seven days of date of invoice failing which Centracom may summarily and without notice suspend the supply of service until all outstanding amounts due to Centracom are paid.
 - (f) Not do anything or allow anything to be done which may in any way prejudice the proprietary rights of Centracom, or its licensees in and to the Equipment and/or any related software.
9. If the Customer is in breach of any of its obligations under the Agreement then without prejudice to any other remedy it may have, including the right to cancel this Agreement, Centracom shall be entitled to suspend performance of its own obligations until the breach is remedied.
10. No extension of time or other indulgence granted by Centracom to the Customer shall be construed as a waiver of any of Centracom's rights hereunder and shall not in any way prevent Centracom from enforcing such rights.
11. In the event of Centracom instructing its attorneys to take steps to enforce any of its rights under the Agreement, the Customer shall pay to Centracom on demand such collection charges and other legal costs on an attorney and client basis as shall be charged to Centracom by its attorneys.
12. The term of this Agreement will run concurrently to the term of the Hardware detailed in the COF/s, unless otherwise stipulated in writing by Centracom. Maintenance is provided free for the first twelve months after acceptance of the installation. Second and subsequent years' maintenance will be charged at Centracom rates in force at that time (these are available on request). Maintenance charges will be debited monthly in advance and will be escalated by a minimum of 10% per annum. Thereafter the Agreement will continue for an indefinite period subject to the right of the customer or Centracom, to terminate the agreement upon not less than 90 days written notice.
13. Centracom recommends that clients comprehensively insure the equipment at their own costs against all risk including acts of God, power surges and lightning, and maintain such insurance policy for the duration of this contract, and if the Rental Agreement is signed, the customer is obliged to insure in accordance with the said Agreement.
14. Any notice in terms of this Agreement shall be in writing and be sent by pre-paid registered post to the other party at the *domicilium citandi et executandi* set out hereunder, and shall be deemed to have been received by the addressee on the fifth (5th) day of the posting hereof.

