



QuickFuel Extended On-Site hardware warranty is available via our toll free number 1300 550 626. All software related issues are supported via Quicken Advantage on 1300 137 657 or for Emergency Support on 0412 958 725.

Please note - out of contract services are provided on a COD basis and during business hours 9am to 5pm Australian Eastern Standard time Monday to Friday. Our best efforts will be provided in giving you this service but all in-contract calls will take priority.

Please ensure that a valid Credit Card number is provided prior to engaging our out of contract service. At times Credit Card details may be required for after hour's calls when our agent is not able to verify your support coverage.

You must also ensure all backup data, CDs and software provided with your system when it was supplied are readily available and accessible on-site by our engineers, should the need arise.

Terms and Conditions

1. TYPE OF SERVICE

On-Site Service (OSS) or Return To Base (RTB) as listed on your invoice or QuickFuel Support Schedule. This agreement provides remedial maintenance during the Hours for the equipment listed in the certificate or in the case of RTB in standard hours. The service provides rectification of hardware faults and failures, including supply and fitting of new or exchange parts as applicable. Where Software telephone support has been purchased the software covered is QuickFuel applications (Visual Console, Forecourt Manager, QuickBooks Point of Sale, QuickBooks Administrator, Back Office, and Head Office). QuickBooks support is limited to running the QuickBooks rebuild option. Our engineers are not authorised to change, delete and modify data.

All other software provided with your QuickFuel system is supplied with the original suppliers support warranties and support services. Please contact those vendors directly for assistance and support such as Microsoft, Symantec or any other vendor.

2. STANDARD HOURS

The provision of Maintenance Service shall be between 9.00 am and 5.00 pm Monday to Friday, excluding Public Holidays and shall be referred to as the Standard Hours. Maintenance Service requested by the Customer to be performed outside Standard Hours will be subject to additional charges unless listed on the certificate.

3. REMEDIAL MAINTENANCE

On-site remedial maintenance includes the diagnosis and rectification of Equipment malfunctions and failures and excludes software problems or failures. The Service Provider will respond to a customer service request on Equipment under OSS agreement and located within 50 kilometres of an authorised

Service Centre with the response time listed on the certificate. The Customer agrees that the service provider may elect to remove Equipment from the Customer's site in order to affect a workshop repair if in the service provider's opinion such an approach will prove the most effective method of remedying the problem.

4. REFURBISHMENT

The Agreement does not include the cost of refurbishing or otherwise reconditioning the equipment.

5. TERMS OF AGREEMENT

This Agreement will remain on force for the initial period stated and will continue from year to year.

6. PAYMENT

This contract is not valid until payment has been received by the Service Provider.

Payment shall be made by the Customer to the Service Provider in advance so as to be received by the Service Provider at least seven (7) calendar days prior to the commencement of the period for which payment is due. In the event payment is not received by the Service Provider prior to the commencement of the period for which payment is due the Service Provider may at its option withhold services until such time as payment is received. Amounts due to the Service Provider under this Agreement shall continue to accrue interest at the rate of two (2) percent per month until such times as payment is received.

7. LIMITATION OF LIABILITY

The Service Provider will not be responsible for the cost of reconstruction of data stored on disc files, tapes, memories, etc., as may be lost during the course of maintenance services or at any other time. The Service Provider obligations under this agreement are in lieu of all warranties express or implied, including the implied warranties of merchantability and fitness for any particular purpose, in no event shall the Service Provider be liable for any indirect or consequential loss.

8. EXCLUSIONS

Unless otherwise specified this Agreement excludes the free of charge (FOC) provision of the following items:

- I. Print heads, print wheels, print bands, daisy wheels, print ribbons, toner, developer, drums, paper pickup rollers, paper or any other "consumable/supply" type item. Storage media including but not limited to disk packs, diskettes, tapes and cartridges.
- II. Cables external to the equipment, notebook computer batteries and monitor picture tubes more than three (3) years old.
- III. Our technical support consultants are not available to you to provide general accounting advice or to train you (it is assumed that you and your staff are already reasonably familiar with the Nominated Software) or to resolve any networking or interface computing or IT problems that you may have. You agree that the determination of the nature of your query for these purposes may be made by our technical support consultants.

The Customer shall be responsible for all reasonable costs incurred by the Service Provider as a result of the following:

- a. Damage caused by misuse, accident, operator error, invalid or unauthorised intervention, or by the use of supplies below manufacturer specification.
- b. Damage caused by natural disaster, storm, flood, electrical disturbance or phenomena or other external causes.

9. CUSTOMER RESPONSIBILITIES

The Customer agrees to be responsible for the following:

Prior to the commencement of this agreement that all equipment is in good working order.

- I. Providing all licenses for the use of the application and systems operating software including diagnostics.
- II. Making and keeping secure duplicate copies in machine-readable form of all software and data and reloading same.
- III. Making equipment available to the Service Provider for remedial maintenance during contracted Hours.
- IV. Ensure IT competent staff are on site to be able to perform basic PC instructions over the phone and understand the basics of the Windows Operating system.

10. CANCELLATION

Either party may cancel any item of Equipment from the Equipment Schedule or the entire Agreement by providing one month's written notice to the other party.

11. FORCE MAJEURE

The Service Provider shall not be liable in the event that it is prevented from performing its duties under this Agreement due to reasons outside its control. This includes, but is not limited to, riots, strikes, terrorism, civil and military disturbances and disorders, earthquakes, floods and other natural disasters, disease and epidemic, government intervention.

12. ENTIRE AGREEMENT

The Customer and the Service Provider agree that this document represents the entire agreement between the parties and that any representation either verbal or written occurring prior to the date of this Agreement shall have no bearing.

13. LAWS OF VICTORIA

Any disputes arising out of this Agreement shall be determined under the laws of the State of Victoria.

14. Uninterruptible Power Supply's

UPS Batteries are only covered by manufacturers warranty

Please sign and return this document with your payment.

Signature

Print Name
