

## EQUIPMENT PURCHASE SERVICES

### 1. Interpretation

1.1. The following definitions apply in this schedule:

**Equipment:** a terminal or other equipment including software and hardware provided to you as part of the Services, including all substitutions, replacements or renewals of such equipment and all related accessories, Merchant facing manuals and Merchant facing instructions and/or user guides provided for it.

### 2. Merchant responsibilities

2.1. You must:

- a) If you choose to receive the Acquiring Services, then you must only use the Equipment in connection with the Acquiring Services we provide you under the Agreement;
- b) inspect any Equipment we sell to you when it is delivered to you, if you accept the Equipment, you agree that the Equipment is in good order and condition, matches any description which you may have been given and is suitable for its intended purpose;
- c) make sure that the Equipment is operated in a proper manner by trained competent staff and in accordance with any Merchant Operating Instructions we provide you with;
- d) keep the Equipment at the location for which it is configured as agreed with us in advance; and
- e) keep the Equipment in good repair and condition.

2.2. You must not:

- a) use the Equipment in any way that jeopardises the confidentiality, integrity or security of the Equipment; and
- b) disassemble, decompile, reverse engineer, translate or in any other manner decode the Equipment (including any software) without our prior written consent.

### 3. Equipment title, risk and delivery

3.1. We will deliver the Equipment to you at the address that you have notified us of.

3.2. All risk associated with the Equipment passes to you on delivery of the Equipment.

3.3. Title to the Equipment will pass to you when we receive full payment for the Equipment.

3.4. Unless otherwise agreed, you are responsible for any customs related tasks, duties, fees and costs associated with delivery of the Equipment to you.

### 4. Invoicing and payment

4.1. If you are paying for the Equipment in full after delivery, we will issue you with an invoice once the Equipment has been delivered to you. You may receive an invoice for Equipment from our subcontractor.

### 5. Equipment maintenance

5.1. Unless otherwise agreed in the Order Form, you are responsible for all maintenance, damage and replacement costs associated with the Equipment.

5.2. If you are receiving any of the Services, we may need to update the parameters and/or firmware of the Equipment. You agree to provide us with access to the Equipment in order to do this.

5.3. Unless otherwise agreed in the Order Form you are responsible for maintaining the compliance of the Equipment with any Applicable Law or third-party standards or requirements.

5.4. Upon termination or expiry of this Agreement, the Equipment may not function unless the firmware is updated by a third party. You are responsible for any costs associated with this.

6. **Equipment warranty and liability**

- 6.1. We warrant that the Equipment (not including the batteries) shall substantially conform to its specification, be of satisfactory quality and fit for any purpose held out by us for a period of 12 months from the date the Equipment Purchase Services are first provided.
- 6.2. We do not warrant that the use of the Equipment shall be uninterrupted or error-free.
- 6.3. Where you are receiving terminal management services and request replacement Equipment, we do not warrant that any replacement Equipment will be new from the manufacturer, however we warrant that it will be in good working order and condition and fit for its intended purpose