

Product Schedule: Telephone Systems - Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Telephone Systems, and sets out terms and conditions which are specific to the provision of such Telephone Systems. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
2. **Telephone Systems – General Terms:** The following provisions shall apply to the provision of all Telephone Systems. The term “**Telephone Systems**” means such telephone systems as are set out in the Product Agreement.
 - 2.1 **Equipment:** All descriptions, drawings and particulars relating to the Equipment in any catalogues, brochures, leaflets or other documents are for illustrative purposes only and do not form part of the Agreement.

All representations as to the performance of the Equipment are based on information provided by the Manufacturer and relate to their performance in normal conditions and when used correctly.
 - 2.2 **Rental Agreements:** Under Arrow's rental agreements, the Equipment does not become the Customer's property and the Customer must not sell it or move it without Arrow's permission. The Customer will be responsible for the Equipment and must keep it insured for its full replacement value and must return it to Arrow at the end of the term of the Product Agreement complete and in good working order.
 - 2.3 **Software and Maintenance:** Software is solely licenced to the Customer and not sold and is provided on the terms of the manufacturer's licence, as further set out in Clause 9.2 of the Terms and Conditions.

Maintenance support on both hardware and software is only provided where the Customer has entered into a Product Agreement for Maintenance Services with Arrow.
 - 2.4 **Current Supplier:** On signature of the Product Agreement (or, where applicable, acceptance by Arrow of the relevant Purchase Order), Arrow will facilitate the provision of the new Telephone System, subject to a site survey at Arrow's discretion. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
 - 2.5 **Delivery and Performance:** The Customer accepts that Arrow is dependent upon the manufacture and supply of Equipment and Software by third parties and therefore all times or dates given for delivery of the Equipment and/or Software and for performance of the Services are intended to be estimates only and time shall not be of the essence in respect of the same. If no dates are specified then delivery shall be within a reasonable time.

Arrow shall not be liable for any non-delivery of Equipment and/or Software unless written notice is given by the Customer to Arrow within 10 days of the date when the Equipment and/or Software would in the ordinary course of events have been received.
 - 2.6 **Access:** The Customer shall provide Arrow and its subcontractors, at no charge, with such space and electrical power as is reasonably required by Arrow.

The Customer shall prepare the area of delivery and installation of the Equipment and/or Software and allow and facilitate for Arrow and its subcontractors such access to the Customer's premises as is appropriate and necessary for the initial installation of the Equipment and from time to time thereafter to ensure the efficient operation of the Telephone System. Such access shall include the provision of remote access as required via dial-in or VPN to perform remote installation.

- 2.7 **Call recording installation:** The Customer acknowledges and agrees that it is their responsibility to back-up and keep their recordings/database(s) secure and Arrow are not responsible for any back-ups or database security.
3. **Telephone System Installation:** Arrow cannot guarantee how any Equipment, Telephone System or Services supplied will work with other equipment, systems or processes already used by the Customer unless a written specification of requirement is included in the Product Agreement.

On termination for any reason, Arrow shall not be liable for any charges to reprogram the Customer's equipment for subsequent services, and shall be entitled to charge the Customer for any such work carried out by Arrow in accordance with paragraph 3.1 below.

- 3.1 **Additional Work & Modifications:** All adjustments, repairs, replacements and work other than that provided for in the Product Agreement will be charged at the rates of Arrow at the time the work is undertaken. Arrow will quote separately for any modifications, additions to, or overhauls requested by the Customer.
- 3.2 **Replacement Parts:** Where a replacement part is fitted to the Equipment, the part removed shall become the property of Arrow.
- 3.3 **Exclusions:** Any services or materials required as a result of faulty cables or attachments of other equipment, are not included in the Charges for this Product Agreement and any such services or materials will be charged to the Customer at Arrow's current rates.
4. **Modifications:** The Customer is responsible for: -
- (a) ensuring that only materials or supplies approved or supplied by Arrow are used in conjunction with the Telephone System; and
 - (b) ensuring that Arrow is notified in writing wherever any Equipment has been moved to a new location. The maintenance charges may be increased if Arrow has no suitable engineering facilities within 50 miles of the new location.

Arrow will not accept responsibility for any Telephone System malfunction which is deemed to have resulted from maintenance, alteration or repair to the Telephone System, unless this was carried out by Arrow or persons authorised by Arrow. If this condition is not observed then Arrow may either terminate the Product Agreement without liability or restore the Equipment at the cost and expense of the Customer.

5. **Network Services:** In the event of Arrow providing Telephone Systems without accompanying Fixed Services then the Customer shall pay for all charges made by the provider of the network services arising from installation, testing, commissioning and/or use of the equipment. In the event of a problem or failure in call-routing services, a call-out charge will be incurred for rectification.
6. **Indemnity:** The Customer shall indemnify Arrow against all Losses incurred by the Arrow Group in connection from claims by third parties arising from the Customer's use of the Equipment, network configuration or systems supplied by others, or any factors outside Arrow's reasonable control.