Neo Products Pty Ltd

Service Level Agreement

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1 Purpose

The purpose of this agreement is to define the scope and responsibilities of the Service Level Agreement (SLA) between **Neo Products Pty Ltd** (hereinafter referred to as 'Neo') and the **Customer** (hereinafter referred to as 'Customer').

2 Scope

This Agreement covers:

- Warranty & Obligations
- Neo Service and Repair support
- Particulars

Acceptance of this agreement by the Customer will be recognised by Neo as authorisation to provide services to the Customer as required by the Customers representatives and its authorised agents.

3 Warranties & Obligations

3.1 Equipment Warranties as per Standard Terms of Trade

Neo warrants that the equipment is newly manufactured and is free from any defects in materials and workmanship.

Neo will rectify any defect in the equipment which is notified by the Customer within a period of 12 months after acceptance. Neo warrants that replacement or refurbished parts provided to the Customer during the warranty period are free from defects in materials and workmanship. Replacement and refurbished parts and repairs are guaranteed for the remaining term in the warranty period.

Neo will not be liable for defects resulting from improper use or neglect of the equipment, whether by Customer or by a third party.

3.2 Neo's Warranty for Services

Neo warrants its services and repairs will be performed with reasonable care and according to its Quality Management System. If warranty service involves the replacement of a product or part, the replaced product or part becomes Neo property, and the replacement product or part becomes the property of the Customer.

The replacement product or part provided by Neo may not be new, but it will be in good working order and functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired. Replacement and refurbished parts and repairs are guaranteed for the remaining term in the warranty period. Repair of the product may result in loss of data, if the product is not capable of retaining user generated data.

Only unaltered parts and assemblies are eligible for cover under this SLA. The serial label must be intact and provided to determine warranty status.

3.3 Customer's Warranties

The Customer represents and warrants to Neo that:

(i) it will use Neo's product/equipment/part strictly in accordance with these terms of trade
(ii) it will provide thorough and accurate information to enable Neo to meet the terms of this Agreement
(iii) It will provide Neo with the product or part in a timely manner to allow Neo to carry out its obligation in accordance with this Agreement.
(iv) parts must be returned to Neo in their original form. Any altered parts or assemblies will be deemed out of warranty.

If the Customer does not meet the above, Neo will notify the Customer and this Agreement and each Service within this agreement is voided by the Customer. Neo will notify the Customer that this has occurred, and any services will be charged as per the Schedule of rates. For details on the rates please see section 5.4 Schedule of Rates.

4 Services of Neo

Neo offers the following services as part of its standard SLA, the level of service may vary dependent on the individual contract.

1. Remote Support
2. Return Materials Authorisation (RMA)
3. Return to Base Service and Maintenance

4.1 Engagement of Services process

To engage any of the above services, the Customer must follow the procedure below.

A new service request is logged via the Neo service department. This can be performed via
Email: service.au@neoproductsgroup.com
Neo's website: https://neoproductsgroup.com/support/
Phone: +61 3 9701 1511

To log a call, the Customer must supply Neo with the following information:

- Customer Name:
- Return Address
- Product:
- Date:
- Kiosk Serial Number:
- Component Serial Number:
- Fault Description:
- Required Service Level - Standard or Express

The service request will be recorded and acknowledged within 4 business hours of receipt during standard business hours (see section 5.3 Service Availability). A unique service request ticket number will be allocated to the service request, this number should be used as reference for all correspondence relating to the request until it is resolved.

In support of services outlined in this agreement, Neo will respond to enquiries for service-related incidents and/or requests submitted by the Customer within:

i. 8 business hours during the service availability hours (see 5.3 Service Availability).
ii. Service requests received outside of the service availability hours will be received and responded to on the next business day.

4.2 Assumptions

The following assumptions are made when logging a call on the Response Desk:

1. All support is provided on a time and materials basis, unless stated otherwise.
2. When a support request is raised by the Customer to Neo this is assumed to be approved and authorisation for Neo to spend up to 4 chargeable hours at current support rates in investigation, correction or further documentation of the issue/request.
3. Prior to any additional time being spent, over the initial approved time (four hours), the Customer will be contacted to discuss the status of the support request and to gain authorisation to continue additional work.
4. Neo will respond to the logged request within the targeted response hours.

4.3 Remote Support Service

When an issue is reported and a ticked lodged, Neo's experienced technical support team will investigate the reported issue and attempt to troubleshoot and resolve it. Neo will contact the

Customer and begin working through the steps to resolve the issue. Neo will propose fault finding and troubleshooting steps remotely through via email, phone, video meeting.

If a fault can be identified and Neo acknowledges that the fault is warranted by Neo investigation/analysis time will be provided at no charge to the Customer. However, if it is deemed the fault is not warranted by Neo, See: What This Agreement Does Not Cover, charges will apply at Neo's Standard Schedule of Rates.

If the issue cannot be resolved remotely, Neo will advise the Customer of next steps. This may require the product to be returned to base for assessment per out standard warranty Terms. Neo will provide support to the Customer to identify the specific peripherals/components that need to be returned to base to avoid unnecessary freight charges.

Details of the fault / issue will be recording in the Service request ticket and can be provided to the customer.

4.4 Return Materials Authorisation (RMA)

If the fault cannot be resolved via remote support a *Return Materials Authorisation (RMA)* will be provided to the Customer to authorise the return of the product to our Service and Repair Centre for assessment.

As per Neo's Master Terms of Trade, cost of freight to Neo Service and Repair Centre is the responsibility of the Customer. Liability of the product remains the responsibility of the Customer until it is received into Neo Service Centre.

4.5 Repair & Support Service

4.5.1 Standard Service

Neo Service Technicians will assess, repair and arrange return of products within 10 business days from the date the goods are received into Neo Service and Repair Centre. If Neo are unable to meet this target time due to 3rd party, supplier and manufacturers delays, Neo will liaise with the Customer to revise completion date.

If the Service request is assessed as warranted by Neo, there is no charge for warranty repair cost during the standard warranty period (12 months). See What This Agreement Does Not Cover for further details.

Unwarranted repairs including damage caused by improper use or neglect will be quoted and repaired at standard time and material rates. (see 5.4 Schedule of Rates). Neo will provide a quote with best estimate of time and material to complete repairs. Acceptance of this quote by the Customer assumes approval and authorisation for Neo to spend up to an additional 4 chargeable hours at current support rates.

Extended warranty service can be purchased.

Receipt of Goods Acknowledgement

Neo will acknowledge when the goods are received, and the repair process will begin.

Repair of Goods

All parts will be repaired and tested in accordance with Neo's quality standards. Units are booked in and verified against Neo records using the Kiosk & Component serial number provided by the Customer.

Neo's Quality Assurance System complies with the requirements of ISO 9001. Therefore, any repairs or services provided under this agreement and provided parts/products/materials shall comply with the rules set forth by ISO 9001 and described in Neo's Quality Policy.

Return Shipment of Goods

Return shipment of goods will be tracked with a consignment number which is provided to the Customer. All items will be dispatched back to the nominated location.

4.5.2 Express Service

Where practical an express **Service** can be arranged where turnaround is within 3 business days. This service will be charged at nominated Express RMA rates for labour and freight. See Schedule of rates. The scope of an Express service is as defined in **Standard Service**.

5 Particulars

5.1 Neo's Registered Business Name and Details

- Trading Name: Neo Products Pty Ltd
- ABN: 76007152374
- Head office: 62-66 Pacific Drive, Keysborough, Victoria, Australia 3173
- Phone Number: +61 3 9701 1511
- Fax Number: +61 3 9701 1799
- Email: accounts.au@neoproductsgroup.com

5.2 Service and Repair Centre

Repair Centre Address:

62-66 Pacific Drive, Keysborough
Victoria, Australia 3173

Repair Centre Contacts:

- Phone: +61 3 8796 2317 (Australian Eastern Standard Time - 8AM to 5PM)
- Email: service.au@neoproductsgroup.com
  Web: https://neoproductsgroup.com/support/

5.3 Service Availability

Coverage parameters specific to the service(s) covered in this agreement are as follows:

i. **Telephone support:** 9:00 A.M. to 5:00 P.M. Monday – Friday (Australian Eastern Standard Time), excluding public holidays
   - Calls received out of office hours will be received, however no action can be guaranteed until the next working day

ii. **Email support**: 9:00am to 5:00pm. Monday – Friday (AEST), excluding public holidays
   - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

5.4 Schedule of Rates

Type of charge	Rate
Standard Repair Labour	$220 per hour
Express Service	$250 per Service Request
Parts	Per Basis
Freight	Cost + 15%
Training	$220 per hour
Engineering Support	$280 per hour

5.5 What This Agreement Does Not Cover

This Agreement does not cover the following:

- damage or faults as a result of improper use or neglect by the Customer or its authorised representatives;
- uninterrupted or error-free operation of a Product;
- loss of, or damage to, the Customers data;
- any software programs, whether provided with the product or installed subsequently
- failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges;

- Improper usage and maintenance by the Customer;
- damage caused by a non-authorized service provider;
- failure of, or damage caused by, any third party products, not installed or supported by Neo
- any technical or other support, such as assistance with “how-to” questions and those regarding product set-up and installation
- training and engineering support
- consumable products such as batteries.
- onsite service

This Agreement and each Service is voided by removal or alteration of identification labels on the Products or its parts. If Neo detects unauthorised intrusion into the product supplied by Neo, the Customer will be notified, and any services will be charged as per the schedule of rates. For details on the rates please see section 5.4 Schedule of Rates.

5.6 Purchase Order

A purchase order must be received before Neo will commence any work that is not covered under this agreement.

a) An Order must clearly identify Neo's Quote, the Equipment or Services ordered and any additional terms and conditions that are incorporated into these terms of trade in respect of specific Services.
b) Orders must be signed by an authorised representative of the Customer and must specify the required date of delivery.
c) Placement of an Order by the Customer signifies acceptance by the Customer of these terms of trade and the most recent Quote provided by Neo relating to that Order.
d) Neo may in its absolute discretion refuse to provide Equipment or Services where:
    a. Equipment is unavailable for any reason;
    b. credit limits cannot be agreed upon or have been exceeded; or
    c. payment for Equipment or Services previously provided to the Customer or any related corporation of the Customer or to any other party who is, in the reasonable opinion of Neo, associated with the Customer under the same or another supply contract, has not been received by Neo.
e) Neo may, in its sole discretion, vary the price for an Order where the exchange rate between the AUD and any foreign currency fluctuates up or down by more than 2% and causes a material cost variation outside Neo’s control. In such a case, Neo will:
    I. Notify the Customer in writing of the reduced or increased price change; and
    II. provide the Customer evidence to substantiate the change, and the Customer will pay the changed price.
f) An Order cannot be cancelled or varied without the prior written consent of Neo. Where an Order is cancelled, the Customer indemnifies Neo against any Losses incurred by Neo as a result of the cancellation. Any deposit paid is not refundable.

5.7 Relevant Law and Limitation of Liability

a) This agreement will be governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts.
b) The liability of Neo under this agreement is limited to Neo supplying the products and services again or to the total amount of fees paid to Neo by the Customer under this agreement in the previous 12 months period.
c) Neo has no liability to the Customer for consequential or indirect loss including loss of profits, revenue, goodwill, business, or reputation.
d) The limit on the liability of Neo under this agreement does not apply in relation to:
    I. Personal injury (including sickness and death);
    II. An infringement of intellectual property rights;
    III. A breach of confidentiality or privacy; or
    IV. Fraud or any wilfully wrong act or omission.

5.8 Escalation Processes and Points of Contact

If you have any concerns or problems related to service levels, or indeed any issue that you feel should be brought to our attention, please feel free to contact the following people for discussion or assistance.

For general service management issues: **Service Department**

Phone: +61 3 9701 1511

For general commercial and business issues: **Anton Jovanovic, Chief Executive Officer**

- anton.jovanovic@neoproductsgroup.com
- Phone: +61 409 218 918

Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any question regarding its existence, validity, or termination, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English.

5.9 Post Warranty Agreement (Optional Services)

These services are purchased in addition to Neo standard warranty agreement. Therefore, these services are treated as a contracted engagement and subject to an agreed scope.

5.10 Extended Warranty

Neo offers extended warranty periods of 2, 3 or 5 years on its products in addition to the standard 1 year term. If you have purchased an extended warranty period, the terms of this SLA will apply for the duration of your extended period.

5.11 Early termination

The Customer or Neo may terminate the agreement by providing 90 days written notice.

Neo has the right to terminate this agreement, at any time, upon written notice to the Customer, where the Customer has failed to meet agreed payment term and has not rectified the failure within 14 days from the receipt of notice (by registered letter with recorded delivery).

5.12 Annual Review of Agreement

Neo reserves the right to vary or adjust any offerings and/or charges contained within this agreement on an annual basis.

5.13 Agreement to Annual Service Level Agreement

Please fill in the appropriate details below

Neo	Customer
Authorised Representative of Neo	**Authorised Representative of the Client**
Anton Jovanovic	*Enter Name*
Neo Products Pty Ltd	*Enter Business name*
ABN: 76007152374	**ABN:**
Signed:	**Signed:**
Dated:	**Dated:**

Backed by a wealth of experience from over 30+ years in autonomous design. We are a highly skilled team of problem solvers.

+61 3 9701 1511

sales@neoproductsgroup.com

62-66 Pacific Drive, Keysborough, VIC 3173