



Acer Computer Australia
5 Figtree Drive, Australia Centre
Homebush Bay NSW 2127

Tel: +61 2 8762 3000
Fax: +61 2 9764 2368
URL: www.acer.com.au

1. WARRANTY TERMS AND CONDITIONS

1.1. Introduction

1.1.1. The intent of this Service Level Agreement is to ensure that faulty equipment is returned to service by Acer to Customer before it adversely impacts on the Department's business.

1.1.2. The focus of this agreement is on effective service level management rather than imposing direct financial penalties upon Acer.

1.2. General Terms

1.2.1. The warranty period for both Desktop and Notebook Products offered by Acer is 3 years NBD s and 2 Years on Tablets. All costs that are associated with the provision of warranty support and services by Acer are included in the cost of Computer Products.

1.2.2. Acer will maintain a database of the warranty period for each Product supplied to Customer, for the tracking of claims and service levels.

1.3. Desktop Computer Products

1.3.1. The Desktop Product is warranted for a full 4-year term, covering all parts and labour. whether approved or not approved by Acer, by non-Acer authorized persons does NOT invalidate this warranty unless damage occurred as a result of such an act.

1.4. Notebook Computer Products

1.4.1. The Notebook Product is warranted for a full 4-year term, covering all parts and labour but the warranty for the battery is for one year only. Addition of items, restricted to hard disk, memory, battery, PCMCIA card(s), or optical drives whether approved or not approved by Acer, by non-Acer authorized persons does NOT invalidate this warranty unless damage occurred as a result of such an act.

1.5. Warranty

1.5.1. Appendix 1 titled 'Desktop Warranty Schedule' details the agreed Type of Warranty to be provided by Acer for Desktop Computers at each Area Health Location.

1.5.2. Appendix 2 titled 'Notebook Warranty Schedule' details the agreed Type of Warranty to be provided by Acer for Notebook Computers at each Customers Location.

1.6. Replacement Components

1.6.1. Components are replaced with either repaired (as new) or new or higher specified components (alternative components).



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1.6.2. In the case of alternative components to the original specification, this will only be on approval from customer.

1.6.3. The replacement component(s) inherit the original warranty period of the complete Computer Product or they are warranted for 3 months, whichever period is the longer.

1.7. Computer Product Inventory

1.7.1. Acer will ensure its ability to provide rapid response to Computer Product failures by maintaining an adequate Computer Products inventory for the full term of the warranty of the Computer Products.

1.7.2. The spare Computer Products inventory shall be adjusted accordingly to meet the agreed Service Level Targets.

2. AGREED SERVICE LEVEL TARGETS

2.1. Service Response time

2.1.1. Customer and ACER agree that the Service Response time for all Desktop and Notebook Product warranty repairs is Next Business Days.

2.1.2. The Service Response time clock shall start at the time Acer receive the logged call for all calls logged before 15:00 or from 9.00am on the next business day for all calls received after 15:00 daily.

2.1.3. On-Site Warranty

2.1.3.1. The Service Response time the elapsed time between receiving the logged call and an ACER engineer being present, on-site, carrying out the appropriate repairs and returning the Computer Product to normal service for Customer.

2.1.3.2. In the event of a failed hard disk drive, restoration will include reloading the Customers Standard Operating Environment for Desktop and Notebook Products, should it be available onsite.

2.1.4. Return-to-Base Warranty



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2.1.4.1. The Service Response time is the elapsed time between receiving the logged call, courier pick up, carrying out the appropriate repairs to return the Computer Product to normal service, and being returned and received by Customer.

2.1.4.2. In the event of a hard disk failure, restoration will include reloading the Customers Standard Operating Environment for all Desktop and Notebook Products.

2.1.5. Where the Computer Product cannot be repaired, by Acer, by the end of the 3rd Business Day then Acer shall, at the commencement of the 4th Business Day;

2.1.5.1. Contact the customer representative to negotiate an extension of time for the repair of the Computer Product. The customer representative shall be the Alternative Contact listed under each Case logged in the Acer e-Support Portal, or

2.1.5.2. Where Acer cannot negotiate an extension of time for the repair of a Computer Product, that Computer Product shall be replaced by Acer with new Computer Product. The new Computer Product shall be dispatched to Acer's repair Agent or to the customers location nominated by the customer representative.

2.1.5.3. New Notebook Computer Units shall be supplied in accordance with Section 4.2 titled 'Replacement Notebook Computer Unit'.

2.1.5.4. New Desktop Computer Units shall be supplied in accordance with Section 4.4 titled 'Replacement Desktop Computer Unit'

2.2. Service Level Targets

2.2.1. The overall Service Level Target to be reached by Acer is 90%.

This is the cumulative total of all Return-to-Service Times for logged calls for all Computer Products, which will be calculated every 4 weeks based on the agreed Service Response time of the '5 Business Days' return to service warranty.



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3. DOA POLICY

3.1.1. The DOA Policy shall apply to new Computer Products only.

3.1.2. Acer shall, at the request of customer, replace any Computer Product that fails within the first 10 days of commissioning with a new Computer Product. Such failures shall be referred to as DOA or Dead on Arrival.

3.1.3. All requests for replacement Computer Products, which are covered under the DOA Policy, shall be organized through Acer's Key Account Coordinator or NSW Business Development Manager.

3.1.4. SWAHS may exercise its right to have such product repaired rather than replaced, in which case repairs shall be made in accordance with the Section 4, titled 'Replacement Policy'.

4. REPLACEMENT POLICY

4.1. Notebook Computer Unit

4.1.1. If there are three occurrences of Component failure within the Notebook Computer Unit during the warranty period, whether it is the same Component or different Components failing, Acer will replace the Notebook Computer Unit with a new Notebook Computer Unit at no cost to Customer. Components failure(s) in this case are not extended to external devices attached to the Notebook Computer Unit using external cables or wireless connection.

4.2. Replacement Notebook Computer Unit

4.2.1. Where the replacement Notebook Computer Unit is the same model as the original Notebook Computer Unit (whether the warranty is On-Site or Return-to-Base) and the hard disk drive has not failed, then Acer will install the hard disk drive of the original Notebook Computer Unit into the replacement Notebook Computer Unit.

4.2.2. All third party components not supplied by Acer, which may be installed in a Notebook Computer Unit that shall be replaced (whether the warranty is On-Site or Return-to-Base), are to be returned to Customer.



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4.2.3. On-Site Warranty

4.2.3.1. Where the replacement Notebook Computer Unit is a later model of Notebook Computer Unit than the original, the hard disk drive of the original Notebook Computer Unit must be retained on-site at Customer for data recovery by the Department's technical personnel.

4.2.3.2. In addition, where Customer has purchased a Port Replicator or Docking Station, the Port Replicator or Docking Station and any external power supply unit(s) associated with the Notebook Computer Unit, Port Replicator or Docking Station, shall also be replaced.

4.2.4. Return-to-Base Warranty

4.2.4.1. Where the replacement Notebook Computer Unit is a later model of Notebook Computer Unit than the original, the Hard Disk Drive of the original Notebook Computer Unit must be returned to Customer with the replacement Notebook Computer Unit for data recovery by the Department's technical personnel.

4.2.4.2. In addition, where Customer has purchased a Port Replicator or Docking Station, the Port Replicator or Docking Station and any external power supply unit(s) associated with the Notebook Computer Unit, Port Replicator or Docking Station, shall also be replaced.

4.2.5. Hard Disk Drives

4.2.5.1. The Hard Disk Drive of the original Notebook Computer Unit must be returned to Acer within six (6) weeks of delivery to Customer, or purchased from Acer at cost.

4.2.5.2. Acer reserve the right to invoice Customer the cost price of Hard Disk Drives of the original Notebook Computer Unit not returned to Acer within six (6) weeks.

4.3. Desktop Computer Unit

4.3.1. If there are three occurrences of Component failure within the Desktop Computer Unit during the warranty period, whether it is the same component or different components, failing Acer will replace the Desktop Computer Unit with a new Desktop Computer Unit at no cost to Customer. Components failure(s) in this case are not extended to the monitor, mouse or keyboard or other external devices attached to the Desktop Computer Unit using external cables or wireless connection.



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4.4. Replacement Desktop Computer Unit

4.4.1. Where the replacement Desktop Computer Unit is the same model as the original Desktop Computer Unit (whether the warranty is On-Site or Return-to-Base) and the Hard Disk Drive has not failed, then Acer will install the hard disk drive of the original Desktop Computer Unit into the replacement Desktop Computer Unit.

4.4.2. All third party components not supplied by Acer, which may be installed in a Desktop Computer Unit that shall be replaced (whether the warranty is On-Site or Return-to-Base), are to be returned to customer.

4.4.3. On-Site Warranty

4.4.3.1. Where the replacement Desktop Computer Unit is a later model of Desktop Computer Unit than the original, the Hard Disk Drive of the original Desktop Computer Unit must be retained on-site at Customer for data recovery by the Department's technical personnel.

4.4.4. Return-to-Base Warranty

4.4.4.1. Where the replacement Desktop Computer Unit is a later model of Desktop Computer Unit than the original, the hard disk drive of the original Desktop Computer Unit must be returned with the replacement Desktop Computer Unit to Customer for data recovery by the Department's technical personnel.

4.4.5. Hard Disk Drives

4.4.5.1. The Hard Disk Drive of the original Desktop Computer Unit must be returned to Acer within six (6) weeks of delivery to customer, or purchased from Acer at cost.

4.4.5.2. Acer reserve the right to invoice customer the cost price of Hard Disk Drives of the original Desktop Computer Unit not returned to Acer within six (6) weeks.

4.5. Faulty Components

4.5.1. Where customer technical personnel diagnose a faulty Component such as a monitor, keyboard, mouse, port replicator, docking station, power pack, hard disk, memory, battery, PCMCIA card or Optical Device, then the Department reserves the right to have the part ONLY exchanged, and shipped to the location nominated by customer without having to return the faulty Component to Acer prior to receiving the replacement Component.



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5. SERVICE LEVEL MANAGEMENT

5.1. Service Hours

5.1.1. Service hours for Acer are from 9:00am to 5.00pm, Monday to Friday excluding public holidays.

5.2. Service Calls - Acer's e-Support

5.2.1. Calls are to be logged with Acer Computer Australia using Acer's CRM (Customer Relationship Management) extension 'e-Support' for all warranty and service support calls.
Internet Address: <http://www.service.acer.com.au> Note: Password to be provided

5.2.2. Appendix 3 titled 'Escalation Contacts and Call Escalation Process' lists the escalation contact information for both Acer and Customer, and defines the agreed Call Escalation Process for all Warranty and Support Calls logged by customer.

5.3. Service Level Management

5.3.1. Appendix 4 titled 'Service Level Management' details each party's responsibilities in meeting their obligations under this Contract. Service Level Management will include, but not be limited to: Call Logging Procedures, Computer Product Inventory, DOA Requests and Warranty Procedures.

5.4. Service Level Reporting

5.4.1. Acer agrees to provide customer with a report each week detailing the logged, open and closed calls, and response times recorded in the previous week. Reports will include, but will not be limited to, the following fields: Serial Number, product, location, time call logged, time of initial response (on site), date/time repair complete, fault description and Service Level Targets.

5.4.2. Appendix 5 titled 'Service Level Reporting' sets out Customer's requirements for Service Level Reporting from Acer.