Service Level Agreement (SLA) for DiGiCOR Warranty Services

Why Choose DiGiCOR Warranty Services?

Customer Benefits:

- Peace of mind: DiGiCOR Warranty Services provide comprehensive coverage and support for your DiGiCOR products. You can rest assured that your investments are protected, and any issues will be promptly addressed.
- Quick resolution: With a range of service options, including Return to Base (RTB), Priority Service (Advanced Replacement), Next Business Day (NBD), and 24x7 support, DiGiCOR Warranty Services ensure timely resolution of any product defects or malfunctions.
- Flexibility: The SLA offers various upgrade options, allowing you to extend your warranty coverage from 3 years to 5 years. You can tailor the warranty plan to meet your specific needs and budget.

How do DiGiCOR Warranty Services work?

DiGiCOR Warranty Services provide comprehensive coverage and support for DiGiCOR products purchased by our customers. Whether you're using our hardware, software, or equipment, we've got you covered.

Our warranty services include the following options:

- **Manufacturer Warranty and Return to Base (RTB):** The Manufacturer warranty covers any defects in materials and workmanship for a period of one year from the date of delivery. If any issues arise during this period and your product or part requires repair or replacement, you can return it to our designated location at your own cost. We will cover the return shipping costs and take care of the repair or replacement, ensuring your product is back in working condition. We can also extend the Return to Base warranty service subject to approval.
- **Priority Service (Advanced Replacement):** With Priority Service, we ship a replacement part to you before receiving the defective part. You have 7 business days to return the defective part to us, and if you fail to do so, you will be charged for the replacement. This service ensures minimal downtime for your operations.

- **Next Business Day (NBD):** For critical issues, our NBD service will promptly respond to the ticket request within one business day. The Service will proactively dispatch a technician to your site. They will perform onsite repair or replacement, ensuring quick resolution and minimising disruption to your business.
- **24x7:** Our 24x7 service provides round-the-clock support, including public holidays. A service technician will be on call and respond to you within 4 hours of request, ensuring prompt resolution and peace of mind. 24x7 service is available only under certain conditions and is subject to DiGiCOR approval.

Get the Best Warranty Coverage for Your DiGiCOR Products

DiGiCOR Warranty Services offer the best warranty coverage for your DiGiCOR products. With our comprehensive service levels and fast response times, you can be confident that any issues will be addressed promptly and efficiently.

Upgrade Options: We understand that your needs may change over time, which is why we offer upgrade options. You can extend your warranty plan from 3 years to 5 years by paying an additional fee before the expiry date of your SLA. This ensures extended protection and peace of mind for your investments.

Coverage Limitations: While our warranty services provide extensive coverage, it's important to note that certain conditions apply. Damage or defects caused by misuse, abuse, negligence, natural disasters, unauthorised modifications, and normal wear and tear may not be covered. Software, licenses, and third-party apps are also not included in the warranty coverage.

Service Availability: Our warranty services are available within Australia and New Zealand. For non-metro areas, availability may be subject to service partner availability and site access. We will make every effort to provide the best service possible in these areas and keep you informed of any expected delays or difficulties.

How to get DiGiCOR Warranty Services?

You can purchase DiGiCOR Warranty Services when you buy a DiGiCOR product or one of our partner solutions from us or our authorised resellers. You can also contact us at 1300 192 308 or sales@digicor.com.au to inquire about our warranty plans and pricing.

Don't let a faulty product or Part(s) ruin your day. Get DiGiCOR Warranty Services today and enjoy peace of mind and protection for your DiGiCOR products.

Service Level Agreement (SLA) for DiGiCOR Warranty Services

This is a Service Level Agreement (SLA) between DiGiCOR (the "Service Provider") and Customer Name (the "Customer") for the provision of warranty services (the "Service" or "Services") for DiGiCOR products purchased by the Customer.

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1. Definitions and Abbreviations

In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

- Business Day means a day that is not a Saturday, Sunday, or public holiday in the location where the service is performed.
- Business Hour means an hour between 9:00 am and 5:00 pm on a Business Day in the location where the service is performed.
- Customer means the party who purchases products and warranty services from the Service Provider.
- Defective means not conforming to the specifications, standards, or requirements of the product or Part(s) as determined by the Service Provider.
- ETA means Estimated Time of Arrival, which is the time when a technician is expected to arrive at the Customer's site to perform onsite service.
- ETC means Estimated Time of Completion, which is the time when a repair or replacement of a product or Part(s) is expected to be completed by the Service Provider or Service Provider's Authorised Partners.
- MOV means Minimum Order Value to be qualified for the listed SLA.
- Metro Area means an area defined as a metro area according to clause 4 of this Agreement.
- Non-Metro Area means an area that is not a Metro Area according to clause 4 of this Agreement.
- Product means any hardware, software, or equipment that is manufactured or supplied by DiGiCOR and purchased by the Customer from Service Provider.
- Part(s) means any component, accessory, or consumable that is Part(s) of or used with a Product.
- Service means any warranty service provided by the Service Provider to the Customer under this Agreement, including RTB, Priority Service, NBD, and 24x7 as per clause 3.
- Service Partner means any third party that is authorised by the Service Provider to provide warranty services on behalf of the Service Provider in certain areas or situations.
- SLA means this Service Level Agreement between the Service Provider and the Customer.
- Warranty Period means the period during which a Product or Part(s) is covered by a warranty plan as specified in clause 2 of this Agreement.
- Date of Invoice refers to the date the invoice is issued and is written on the Service Provider's invoice.
- Warranty Period means the period in accordance with service level clause 3 as per from the date of the invoice, during which the Service Provider or Manufacturer warrants that the Product will be free from defects in materials and workmanship.

2. Service Scope

The Service Provider agrees to provide the following warranty services for DiGiCOR products purchased by the Customer. The service scope does not cover third-party applications, software, BIOS, Firmware, and Operating System, as they will be subject to the manufacturer end of service agreements and component life cycle.

Products presented for repair or replacement under warranty may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Product repair or replacement may result in data loss which the Customer acknowledges, and the Customer is responsible for the backup and protection of all data.

2.1 Special Order Items

Special-order items, items that are not normally carried, sold, or advertised, are considered to be final sale and not returnable. This includes items used in custom computer system builds.

Customer agrees to pursue any warranty claims for defective special-order items with the manufacturer of hardware product.

2.2 Damaged or Faulty Items on Arrival

Any item found to be dead on arrival (DOA), physically damaged, or faulty must be reported and returned within five (5) business days of delivery. Returns submitted after this period will be rejected.

2.3 Clearance, Sale, and End-of-Life (EOL) Hardware Policy

2.3.1 Commercial Return and DOA Limitation Window
For all enterprise hardware, custom servers, data storage infrastructure, or components designated by DiGiCOR as "Clearance," "Sale," "Refurbished,", "Until Stock Lasts", "Past Item" or "End-of-Life" (EOL), DiGiCOR enforces a strict thirty (30) day Dead on Arrival (DOA) and commercial return window starting from the date of delivery. Any request for commercial return, exchange, configuration correction, or order cancellation must be formally lodged via the DiGiCOR NetSuite RMA Portal within this 30-day period. DiGiCOR will not accept or process any commercial returns, exchanges, or configuration claims after this 30-day window has expired.

2.3.2 B2B Enforceability and Transaction Document Integration
For all Business-to-Business (B2B) transactions—including Corporate, Government, Education, and Institutional accounts—the terms outlined in this Clause X are fully integrated into, and reinforced by, all DiGiCOR Transaction Documents, including Quotations, Sales Orders, and Tax Invoices. By signing a DiGiCOR Quotation, issuing a corporate Purchase Order (PO), or accepting delivery of goods, the Customer explicitly agrees that these terms take legal precedence over any external procurement terms, and that the 30-day DOA window constitutes their primary commercial remedy.

2.3.3 Jurisdiction-Specific Legal Applications
he enforcement of the 30-day limitation window is subject to the statutory frameworks of the delivery destination:

- Australia (Australian Consumer Law): This 30-day policy strictly limits commercial remedies for change-of-mind, customer ordering errors, or system compatibility preferences. It does not exclude, restrict, or modify any non-excludable statutory guarantees regarding inherent major faults, defects, or failure of acceptable quality under the Australian Consumer Law (ACL). Where goods are supplied to a consumer, our goods come with guarantees that cannot be excluded under the ACL. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- New Zealand (Consumer Guarantees Act): For standard consumer transactions, this policy sits alongside rights provided by the Consumer Guarantees Act 1993 (CGA). However, for B2B transactions where hardware is acquired for the purposes of a business, trade, or commercial deployment, both parties explicitly agree under Section 43 of the CGA to contract out of the provisions of the Consumer Guarantees Act 1993 and Sections 9, 12A, and 13 of the Fair Trading Act 1986. For these business accounts, the 30-day DOA limit stands as the sole and exclusive remedy for any product faults or performance failures.
- Rest of the World (International Deployments): For all global deployments outside of Australia and New Zealand, clearance and EOL hardware is sold strictly on an "As-Is, Where-Is" basis. To the maximum extent permitted by law, DiGiCOR excludes all implied warranties, merchantability, or fitness for a particular purpose. The 30-day DOA window constitutes the customer's sole and exclusive legal remedy.

3. Response and Resolution Times

3.1 Manufacturer Warranty and Return to Base (RTB):

The Manufacturer warrants that the Product delivered under this Contract will conform to the specifications and requirements agreed upon by the Parties and will be free from defects in materials and workmanship for no less than a period of one year from the date of delivery (the Warranty Period). Certain products may carry a manufacturer's warranty of 2 years or more. These will be noted accordingly.

If any defect or nonconformity is discovered or reported within the Warranty Period, the Manufacturer will, at its sole option and expense, repair or replace the defective or nonconforming Product, or refund the purchase price paid by the Buyer. Customers have the option to raise a warranty case with the manufacturer directly or raise the warranty request through the Service Provider.

This warranty does not cover any damage or malfunction caused by misuse, abuse, negligence, improper installation, maintenance, or operation, or any alteration or modification of the Product not authorised by the Manufacturer.

This warranty is exclusive and in lieu of all other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. The Manufacturer’s liability under this warranty is limited to the repair, replacement, or refund of the Product, and in no event shall the Manufacturer be liable for any consequential, incidental, special, or punitive damages arising from or related to the Product or its use. The Buyer’s sole and exclusive remedy for any breach of this warranty is to enforce the Manufacturer’s obligations under this clause.

The Customer can return the defective product or Part(s) to the Service Provider's designated location for repair or replacement. The Customer is responsible for return shipping costs and risks of loss or damage during transit. The Service Provider will cover the costs of returning the repaired or replaced product or Part(s) to the Customer. The RTB service is only valid for the duration of the manufacturer warranty period of the product or part(s) within the service level agreement as per clause 3.

3.2 Priority Service (Advanced Exchange)

The Service Provider will ship a replacement Part(s) to the Customer before receiving the defective Part(s) from the Customer. The Customer must return the defective Part(s) to the Service Provider within 7 business days after receiving the replacement part, otherwise the Customer will be charged for the full cost of the replacement part.

The Customer is responsible for the shipping costs and risks of loss or damage during transit. The Priority Service is valid for 3 years or 5 years from the date of invoice, depending on the plan selected by the Customer within the service level agreement as per clause 3.

3.3 NBD (Next Business Day):

The Service Provider will dispatch a technician to the Customer's site to perform onsite repair or replacement of the defective product or Part(s). The response time is typically within one business day after a service request from the Customer is raised and the problem is determined.

Support requests raised and the problem determined before 2:00pm AEST/AEDT will have a technician dispatched to respond to the customer site the next business day. Support requests raised and the problem determined after 2:00pm AEST/AEDT may result in an additional business day added to a technician being dispatched to respond to the customer site.

The NBD service is valid for 3 years or 5 years or 7 years* from the date of invoice, depending on the plan selected by the Customer within the service level agreement as per clause 3.

*7 Years Warranty is subject to approval and conditional on the availability of spare parts for the duration of the warranty.

3.4 24x7:

24x7 service level is available to customers under certain conditions and is subject to DiGiCOR approval.

When offered, the Service Provider will dispatch a technician to the Customer's site to perform onsite repair or replacement of the defective product or Part(s). The response time would be within 4 hours after receiving a service request from the Customer and the problem being determined. The 24x7 service is available 24 hours a day, 7 days a week, including public holidays.

The 24x7 service is valid for 3 years or 5 years from the date of invoice, depending on the plan selected by the Customer within the service level agreement as per clause 3.

4. Warranty Extensions

The Customer can extend their warranty plan from 3 years to 5 years or to 7 years* by paying an additional fee up until the expiry date of the original warranty term. The maximum warranty period for any product or Part(s) is 5 years or 7 years. 7 Years Warranty is subject to approval and conditioned on the availability of the spare parts for the duration of the warranty.

Warranty Extensions can be purchased after the expiry of the original warranty term, with the new term start date being backdated to the expiry of the original warranty term. Further, no new warranty claims can be made for 30 days from the purchase date of the out of warranty term extensions.

All out of Warranty extensions are subject to approval and availability of spare parts for the new duration of the warranty term.

The warranty services do not cover any damage or defect caused by misuse, abuse, negligence, accident, natural disaster, power surge, unauthorised modification, improper installation, virus infection, or normal wear and tear.

The warranty services are limited to products and parts that are manufactured or supplied by DiGiCOR and are purchased directly from DiGiCOR or its authorised resellers. The warranty does not cover software or licenses, or third-party apps installed by the customer.

The warranty services are subject to availability of spare parts and technicians. The Service Provider will make reasonable efforts to provide timely and quality service but does not guarantee that all service requests will be fulfilled within the specified time frames.

The warranty services are valid within Australia and New Zealand only. In other areas, the warranty services are subject to approval of the service provider.

5. Service Levels

Response times are measured from the time the Service Provider receives a valid service request from the Customer and the problem is determined, to the time the Service Provider provides an ETA or ETC to the Customer.

Response times do not include delays caused by factors beyond the Service Provider's reasonable control, such as:

- Unavailability of spare parts or technicians
- Unavailability of the Customer or their authorised representative
- Inaccessibility of the Customer's site or equipment
- Force majeure events such as fire, flood, earthquake, war, civil unrest, etc.
- Incomplete diagnosis
- New issues surfacing after resolution of the original issue.

6. Service Areas

6.1 Metro Areas

For the purpose of this Agreement, metro areas are defined as follows:

Australia

- Metro areas are the Greater Capital City Statistical Areas (GCCSAs) as defined by the Australian Statistical Geography Standard (ASGS), which include Sydney, Melbourne, Brisbane, Perth, Adelaide, Canberra, Hobart, and Darwin.
- The serviceable area within metro area is 60 km radius from the CBD. Any suburb outside this area will be considered non-metro area.

New Zealand

- Metro areas are Auckland, Wellington, Christchurch.
- The serviceable area within metro area is 50 km radius from the CBD. Any suburb outside this area will be considered non-metro area.

6.2 Non-Metro Areas

For the purpose of this Agreement, non-metro areas are defined as follows:

Australia

- Non-metro areas are the rest of the state or territory outside the GCCSAs defined above.

New Zealand

- Non-metro areas are the rest of the country not specifically defined above.

6.2.1 Service Availability in Non-Metro Areas

The Customer acknowledges and agrees that the warranty services in non-metro areas are subject to the availability of service partners and access to the client site. The Service Provider will make reasonable efforts to arrange service partners and access to the client site in non-metro areas but does not guarantee that the service levels will be met in such areas.

The Service Provider will inform the Customer of any expected delays or difficulties in providing the warranty services in non-metro areas and will work with the Customer to find alternative solutions if possible.

7. Customer Requirements

The Customer agrees to:

- Provide proof of purchase and warranty plan when requesting service.
- Cooperate with the Service Provider's technical support team to diagnose and troubleshoot the problem before requesting service.
- Backup all data and remove any confidential or sensitive information from the product or Part(s) before returning it to the Service Provider or allowing onsite service.
- Follow all instructions and guidelines provided by the Service Provider regarding shipping, packaging, labelling, and handling of products and parts.
- Notify the Service Provider immediately if there is any change in their contact details, address, or location.
- Pay any applicable fees, taxes, duties, or charges related to the warranty services.

8. Service Provider Requirements

The Service Provider agrees to:

- Provide technical support and assistance to the Customer via phone or email within the terms and conditions in accordance with the purchased SLA as per clause 3.
- Acknowledge receipt of service requests when receiving them.
- Repair or replace the defective product or Part(s) in accordance with the purchased SLA as per clause 3, using new or equivalent parts that meet or exceed the original specifications.
- Test and verify the functionality and performance of the repaired or replaced product or Part(s) before returning it to the Customer or completing the onsite service in accordance to the purchased SLA as per clause 3.
- Requesting the acknowledgement of service completion from the client and the ticket will be deemed resolved if the customer does not respond to the acknowledgement email within 48 hours.
- Maintain records of all service requests, warranty claims, and service reports for quality assurance and audit purposes.
- Use qualified and certified technicians and service partners to provide the warranty services.
- Comply with all applicable laws, regulations, standards, and codes of conduct in relation to the warranty services

9. Confidentiality

Each party agrees to keep confidential and not to disclose or use for any purpose other than for the performance of this Agreement, any information, data, documents, or materials that are disclosed or provided by the other party or that are otherwise obtained or accessed by the receiving party in connection with this Agreement (the "Confidential Information").

The Confidential Information does not include any information that:

- Is or becomes publicly available without breach of this Agreement.
- Is rightfully received by the receiving party from a third party without restriction on disclosure.
- Is independently developed by the receiving party without use of or reference to the Confidential Information; or
- Is required to be disclosed by law, regulation, court order, or governmental authority.

Each party will take reasonable measures to protect the confidentiality and security of the Confidential Information and to prevent its unauthorised use or disclosure. Each party will only disclose the Confidential Information to its employees, agents, contractors, or representatives who have a need to know for the purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as those in this Agreement.

Each party will promptly notify the other party of any actual or suspected breach of confidentiality and cooperate with the other party in remedying such breach.

10. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the warranty services, the parties will attempt to resolve the dispute amicably through good faith negotiations.

If the parties are unable to resolve the dispute within 30 days of initiating negotiations, either party may submit the dispute to binding arbitration under the rules of the Australian Centre for International Commercial Arbitration (ACICA).

The arbitration will be conducted in Melbourne, Australia by a single arbitrator appointed by ACICA. The language of the arbitration will be English. The arbitrator's decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction.

The parties will bear their own costs and expenses of the arbitration, unless otherwise awarded by the arbitrator. The arbitrator may grant any remedy or relief that is just and equitable and within the scope of this Agreement.

11. General Provisions

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, or communications between them.

This Agreement may not be modified or amended except by a written instrument signed by both parties. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, except that the Service Provider may assign or transfer this Agreement to an affiliate or a successor in interest in connection with a merger, acquisition, or sale of all or substantially all of its assets.

This Agreement will be governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of laws principles.

Any notice or communication required or permitted under this Agreement will be in writing and will be delivered by email, courier, or registered mail to the address of the other party as specified in this Agreement or as updated by written notice.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

The failure or delay of either party to exercise any right or remedy under this Agreement will not constitute a waiver of such right or remedy or any other right or remedy under this Agreement.

The parties are independent contractors and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.

The parties agree that this Agreement is for their mutual benefit and that no third-party beneficiary rights are created or intended by this Agreement.