

Hardware Portfolio Annex

1. General

- 1.1. The terms and conditions set out in this Annex relate to our Hardware Portfolio and are in addition to the standard terms set out above. Any conflict between the Main Body Terms, the Annexes and/or any other document expressly referred to in the Terms will be determined in accordance with clause 19.8.
- 1.2. Our Hardware Portfolio includes, but is not limited to, any VoIP Telephones, Connectivity Routers/Modems, Headsets and any other cabling and power supply units. The current Hardware Portfolio we supply can be found listed on our Online Store at 'www.gradwell.com/store' and we may adjust this from time to time.
- 1.3. We may from time to time amend the Terms, Charges or Services in accordance with clause 14. Whenever we make such changes, we will update the Website to reflect this.
- 1.4. All definitions used in the main body of the standard terms apply to this Annex.
- 1.5. Other definitions that appear only in this Annex have the meanings set out below:
 - "DOA" (Dead On Arrival) is where the item does not work when you have taken it out of the box.
 - "Advanced replacement" is where Gradwell will send out a new item before or during the return of a faulty, or unwanted item.
 - "Basic Support" is where Gradwell will remotely assist customers with the initial setup including assisting with inputting any login credentials where applicable and enabling the registration of a device.
 - "Unsupported Hardware" is where an item which falls outside of our standard support terms, by this we mean an item which has not undergone testing by Gradwell and subsequently only comes with the manufacturer support.
 - "Voice Control Panel" is a Gradwell control panel you are able to access and make changes to your Billing information as well as any Voice service you may hold with Gradwell. You are given a login to this when you sign up as a customer.
 - "RMA" (Return Merchandise Authorisation) is a process that must be followed in which to return an unwanted or faulty product.
 - "Unwanted Product" is where an item is not at fault, but the Customer wishes to return the item.
 - "Returnable Condition" is where an item is returned in unmarked, original packaging with all original contents present. The item must be in new condition so it can be re-sold to another customer.
- 1.6. Any reference to a "clause" is to a clause of the Main Body Terms. Any reference to a "paragraph" is to a paragraph of this Annex.

2. Pricing & Purchasing Hardware

- 2.1. All prices are published on our Website.

- 2.2. Any price indicated on our Website, Voice Control Panel or quoted by our Sales Team, excludes VAT by default unless explicitly stated otherwise.
- 2.3. Gradwell reserve the right to update pricing without notice.
- 2.4. Where a price has been updated but a customer has already been quoted for an item. The quoted price will be honored so long as the quote has an expiry date and the purchase is made by this date.
- 2.5. You can purchase hardware from our Website, our Voice Control Panel and by contacting our Sales team.
- 2.6. To purchase hardware by the Voice Control Panel, you will need to be an existing customer.

3. Delivery

- 3.1. Gradwell will attempt to process all orders on the same day they are received and will ship orders with a next day delivery service. There are exceptions to this as outlined in paragraphs “3.3 and 3.4”.
- 3.2. If an item is not in stock, we shall contact you to let you know. You will have the option to select another item or wait for the item to come back into stock.
- 3.3. If an order is placed after 2PM, this could miss our delivery cut off and as a result, your item may be processed the next working day.
- 3.4. We cannot guarantee your item will be delivered next day where circumstances fall outside of our control.

4. Returns (RMA Procedure)

- 4.1. If you wish to return any item that is shipped to you, it must meet any of the following criteria and the subsequent RMA procedure must be followed.
 - 4.1.1. The table below (4.1.2) outlines the conditions Gradwell will accept a returned item.
 - 4.1.2.

	Unwanted Products		Faulty Products	
	Working product in brand new condition and in original packaging	Working product but marked, or incomplete	Faulty product but otherwise in brand new condition	Faulty product and marked, incomplete or not in original packaging
Item returned within 14 days of receipt	Gradwell will raise an RMA and issue a credit note or refund	Gradwell will raise an RMA but any reimbursement is at Gradwell’s discretion.	Gradwell will raise an RMA and issue either a replacement,	Gradwell will raise an RMA and issue a replacement or repair the item.

	based on criteria.		credit note or refund.	
Item returned more than 14 days after receipt, but within the manufacturer's warranty	Gradwell will raise an RMA and at their discretion, issue a credit note.	Gradwell will raise an RMA and at their discretion, issue a credit note.	Gradwell will raise an RMA and will issue a replacement, credit note or refund.	Gradwell will raise an RMA and at their discretion, will issue a replacement, credit note or refund.
The item is outside of the manufacturer's warranty	Gradwell cannot offer an RMA on items of this age.	Gradwell cannot offer an RMA on items of this age.	Gradwell may offer a chargeable repair service at their discretion.	Gradwell may offer a chargeable repair service at their discretion.
Additional	A restocking fee of 15% will apply to any unwanted items.			

4.2. Gradwell reserve the right to not accept returns on the above table.

4.3. Where a phone is faulty and isn't eligible for an advanced replacement, Gradwell will have the phone fixed and returned within a reasonable timescale.

4.4. In some cases, an advanced replacement item may be offered but this will be at Gradwell's discretion.

4.4.1. Where an advanced replacement phone is supplied, if the returned phone is not deemed to be at fault, you may be charged in full for the replacement phone.

4.5. When returning an item, customers must follow Gradwell's RMA procedure as outlined in the table below (4.5.1).

4.5.1.

Step 1	Contact our Support Team who will run through diagnostics (if applicable).
Step 2	Where a phone is being reported as faulty, you will be expected to work with the Gradwell Support Team to diagnose and identify the fault.
Step 3	If the item is deemed to be faulty, or if it meets the return criteria, the Gradwell Support Team will raise an RMA with the manufacturer and supply the Customer with a unique reference number.
Step 4	The Customer is then responsible for packaging up the returned item/s (in a separate outerbox) and send it to the address provided. The unique reference number must be clearly displayed on the outer box and the contents must be securely packaged.
Step 5	Where the items are returned as faulty: the phones will be tested by the Manufacturer and if the relevant criteria is met, the appropriate action will be taken. Where the items are returned as Unwanted Hardware: the item and packaging will be checked and the appropriate action will be taken.

Step 6	Gradwell will contact the Customer to confirm what action will be taken, this could be a repair, replacement, credit note, refund or a simple return of the item back to the customer. Where Gradwell Terms have not been met, Gradwell will contact the customer to discuss their options.
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- 4.6. Gradwell will only accept Unwanted Products that are in a Returnable Condition. Products must be returned to us with all items included in the original sale including, but not limited to, manuals, cables, disks and any free software items. Any goods returned for credit or replacement must be in original product packaging in a suitable condition- no writing, stickers or damage on the manufacturers box and packed securely inside an outer box.
- 4.7. Customers are expected to return items at their own expense. Where an item is faulty, Gradwell will offer a collection service.
- 4.7.1. If the item is deemed later not to be faulty, Gradwell will invoice the customer £9.00 + VAT for the collection of the device. A further charge of £9.00 + VAT to have the phone delivered back to the customer may apply.
- 4.7.2. Where Gradwell arranges collection of goods, it is still the responsibility of the customer to ensure that the goods are securely packaged and with the supplied address clearly labelled on the outside of the outer box.
- 4.8. Gradwell does not accept liability for packages damaged during transit and proof of postage is not proof of delivery. All goods returned remain your responsibility until signed for by ourselves. You are therefore strongly advised to send your package by recorded delivery, registered post or courier and maintain sufficient insurance to cover the value of the goods. The cost of return carriage is to be borne by the end user, unless being returned under the terms of a DOA unit.
- 4.9. Returns are subject to a 15% handling charge. With the exception of faulty items, which are subject to a full refund or exchange.
- 4.10. For products beyond the manufacturer's warranty period, Gradwell may accept faulty units for repair but the full cost of repairs, handling and postage is the responsibility of the Customer.
- 4.11. Refunds will not be given for goods that are not faulty or where the operator is not able to use the product properly - you are expected to ensure that the product is suitable before purchase and that you have the skills to install and use the product.

5. Support

- 5.1. All items purchased from Gradwell's Hardware Portfolio come with basic support unless sold as Unsupported Hardware. Gradwell offer a number of support articles and where required, will show you how to set up a phone using Gradwell's voice services. Advanced configuration of devices is not offered but Gradwell will give a best effort support at their discretion.

5.2. To raise a support request, you can email details of your problem to support@gradwell.com or contact the support team on 01225800888.

5.3. Gradwell will not support any phones or routers that have not been purchased from Gradwell. In some cases, some support articles may be available to assist Customers on the Knowledgebase <http://support.gradwell.com>

5.4. In some situations, customers may request to purchase a device we do not advertise. It is often the case we can supply such devices however they are sold as Unsupported Hardware. As such Gradwell will sell and deliver this unit to the customer but cannot guarantee it will work on the network. Gradwell will offer no telephone or email support on this device. If you believe the device to be faulty, Gradwell will offer a best endeavor support with liaising with the Manufacturer to have the item returned. All charges incurred will be passed on to the Customer.

6. Provisioning

6.1. By default, Gradwell supply Telephones pre-configured. This service allows your new phone to be completely plug and play. Once connected to an internet service, your phone will pull down its configuration for use out of the box.

6.2. Customers are to let Gradwell know at point of sale what details they would like the telephone setup with.

6.3. Customers can order a phone unconfigured. If they order a phone unconfigured and would like it adopted to Gradwell's phone management system at a later date, this may be possible for a fee.

6.4. If a phone is purchased with provisioning, this phone is then kept on our phone provisioning server for ongoing management. This service is offered at Gradwell's discretion and Gradwell reserve the right to remove this service at any time.

7. Warranty

7.1. We will provide a limited warranty on our Hardware Portfolio covering manufacturing defects subject to the terms of the warranty as provided by the manufacturer of the item. If during the warranty period, items supplied by us are deemed faulty because of manufacturing defects, you must report the fault by telephoning our Support Team and raise an RMA. The faulty Equipment must be returned to us in its original packaging, unmarked or damaged with the universal product code or bar code intact. All components, manuals must be included. You will be offered a replacement, credit or a refund providing the item is returned and meets the criteria set out in (4.1.2).

7.2. The warranty term will vary depending on the product, this will be marked clearly on the product page on the Online Store.

- 7.3. Where a product comes with a Lifetime Warranty, this is the Lifetime of the product. When a supplier marks the item EOL (End of Life), your warranty will then conclude 12 months from this notice.
- 7.3.1. Gradwell will announce any devices being made EOL on their blog at <https://www.gradwell.com/Blog>
- 7.3.2. Gradwell may contact you on the lead up to the EOL date to discuss upgrading your device.
- 7.4. Gradwell do not offer any extended Warranty service, nor does it accept any liability for manufacturers making any changes to their warranty terms.