



SAMSUNG SMART SERVICE

OVERVIEW OF SUPPORT SERVICES
AND TERMS AND CONDITIONS

THE NEW
BUSINESS
EXPERIENCE

Samsung Electronics Australia Pty Ltd ABN 63 002 915 648 ("Samsung")

SAMSUNG

1 OVERVIEW

1.1 What is this document?

- (a) This document is a summary of the various support services (**Services, and each a Service**) available to Samsung Electronics Australia Pty Ltd's (**Samsung's**) enterprise customers (**Customers**).
- (b) In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. 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. What constitutes a major failure is set out in the Australian Consumer Law. The Services set out in this document are in addition to, not in replacement of, and do not limit, the standard manufacturer warranties provided by Samsung or any statutory rights you may have in relation to the Products, including rights under the Australian Consumer Law. Samsung's standard warranty information is located at the following internet address: <http://www.samsung.com.au/warranty>
- (c) Samsung only offers the Services set out in this document with respect to specific information technology products determined by Samsung from time to time such as monitors, notebooks, large format displays, zero and thin client displays and A4/A3 print copiers (**Products**). The Products do not include whitegoods, brown goods or air conditioners and may change from time to time.

1.2 What Services does Samsung offer?

The Services are made up of the types of services summarised below and set out in more detail in section 3 (**Service Types**) which, subject to availability, Samsung may provide at your election:

- (a) (**Return to Base**): Customers may choose to bring their Product to an Authorised Service Centre for inspection and repair (see section 3.1);
- (b) (**Pickup**): Samsung or its agent will collect the Product from the Customer's premises for inspection and repair (see section 3.2);
- (c) (**Onsite**): Samsung (or an agent on Samsung's behalf) will attend the Customer's premises and provide Product support onsite (see section 3.3);
- (d) (**Accidental Damage Protection (ADP)**): subject to availability and applicable Australian Financial Services Licensing requirements, Samsung may arrange for a third party insurer to provide insurance coverage for accidental damage (see section 3.4 and refer to the terms of the applicable

insurance policy, if available). ADP may not be able to be offered to certain Customers;

- (e) (**Advance Exchange**): Samsung will attend the Customer's premises and collect the Product. At the same time, Samsung will supply the Customer with a replacement Product (see section 3.5); and
- (f) (**Advance Exchange and Return**): Samsung will attend the Customer's premises and collect the Product. At the same time, Samsung will supply the Customer with a temporary replacement Product. If the original Product is repaired (if repair is possible and consistent with any rights you may have under the Samsung warranty and under law), Samsung will attend the Customer's premises, collect the temporary replacement product and supply the Customer with the repaired Product (see section 3.6).

Each of the above Service Types is provided together with remote technical support whereby Samsung provides access for its Customers and partners to the Samsung IT & Enterprise Service Desk (**Samsung Service Desk**) by telephone on 1800 91 92 93 and email ent.service@samsung.com (**Enterprise Customers & Partners**) (**Remote Technical Support**). Remote Technical Support is included with every Service Type.

1.3 What Products do each of the Service Types apply to?

The availability of each Service Type will depend on the nature of the relevant Product, the location of the Customer and Samsung's obligations under the Australian Consumer Law. There are some Service Types that do not apply to certain Products or are not able to be offered to Customers in certain locations. See the table below for details regarding the Service Types that apply to each of the Products. Upon request, the Samsung Service Desk will be able to advise you if a particular Service Type you request is not available for your Product or your location.

1.4 Who will provide the Services?

The Services will be provided by Samsung or one of its agents on Samsung's behalf. You may choose the combination of Service Types applicable to your requirements. This document sets out details regarding those Services, including:

- (a) how you may request the Services, including in the event that a Product fails to meet any applicable specifications, warranties or undertakings provided by Samsung, or guaranteed by law including the Australian Consumer Law (**Service Request**);

- (b) how Samsung will respond to your Service Requests;
- (c) who will provide you with the Services; and
- (d) when the Services will be provided to you.

1.5 How will the Services be provided and how much will they cost?

The nature of and manner in which the Services will be provided to you may vary, depending on the Product, Samsung's coverage and capacity, the information provided by you in relation to a Service Request and whether the Australian Consumer Law applies in the circumstances. Please refer to the Service Types and Product Categories set out below for more information. The Services will be provided by Samsung in accordance with, and subject to, the terms and conditions attached to this document and any applicable laws.

Whether fees are payable for the Services and the quantum of those fees will depend on the Service Type and other factors, including the potential application of the Australian Consumer Law. Any applicable fees will be paid in accordance with clause 4 of the attached terms and conditions.

Samsung will not charge you for any Services that are rights that you may already have under any applicable law in Australia, including the Australian Consumer Law.

1.6 How long will the Services be provided?

Subject to availability, the registration of the Products and the payment of any applicable fees, the Services may be purchased for a period of time that is set out in the table in section 4. You may have statutory rights outside of this period. The period of support offered by Samsung will depend on the duration of the standard warranty term, any additional terms that may apply under each Service Type and whether the Australian Consumer Law may apply in the circumstances. Customers should review the table below which sets out the terms for the Services by Product type.

2 WHAT ARE THE STEPS I NEED TO TAKE TO RECEIVE THE SERVICES?

The following steps must be taken in order to receive the Services. Subject to law, including the Australian Consumer Law, Samsung will not be liable to provide any Services where Customers have not completed the steps set out below.

2.1 Step 1: Register your Product

- (a) All Products must be registered so that Samsung can provide you with the Services (other than Services that are rights you may have under law, including the Australian Consumer Law). Registration can be completed in any of the following ways:

- (i) by providing the serial numbers of the Products and the base location where the Products will primarily be used to the Samsung authorised reseller or distributor from which the Products were purchased;
- (ii) by telephone through the Service Desk (1800 91 92 93);
- (iii) or entering the serial numbers of the Products and the base location where the Products will primarily be used at the following Samsung webpage <http://www.samsung.com.au/register>

If authorised by you, Samsung Distributors and Resellers can also register the Products and select the applicable Service Types on your behalf.

- (b) If Products have not been registered within ninety (90) days from the date of purchase, Samsung may require that those Products be inspected (at an additional charge to the Customer) before registration can occur. Samsung encourages all Customers to register their Products as soon as possible so as to avoid any additional charges because of an inspection.

2.2 Step 2: Choose the Service Types most applicable to your needs

- (a) Review the Service Types available to Customers. Note that not all Service Types apply to all Products and are not available to all Customers:
 - (i) **(Return to Base)**: Customers may choose to bring their Product to an Authorised Service Centre for inspection and repair (see section 3.1);
 - (ii) **(Pickup)**: Samsung or its agent will collect the Product from the Customer's premises for inspection and repair (see section 3.2);
 - (iii) **(Onsite)**: Samsung (or an agent on Samsung's behalf) will attend the Customer's premises and provide Product support onsite (see section 3.3);
 - (iv) **(Accidental Damage Protection (ADP))**: subject to availability and applicable Australian Financial Services Licensing requirements, Samsung may arrange for a third party insurer to provide insurance coverage for accidental damage (see section 3.4 and refer to the terms of the applicable insurance policy, if available). ADP may not be able to be offered to certain Customers;
 - (v) **(Advance Exchange)**: Samsung will attend the Customer's premises and collect the Product. At the same time, Samsung will supply the Customer with a replacement Product (see section 3.5); and
 - (vi) **(Advance Exchange and**

Return): Samsung will attend the Customer's premises and collect the Product. At the same time, Samsung will supply the Customer with a temporary replacement Product. If the original Product is repaired (if repair is possible and consistent with any rights you may have under the Samsung warranty and under law), Samsung will attend the Customer's premises, collect the temporary replacement product and supply the Customer with the repaired Product (see section 3.6).

- (b) Contact the Samsung Service Desk or a representative of your Samsung authorised reseller to discuss your desired Service Types and to find out which Services are available with respect to your Products.
- (c) All Service Types include access to the Samsung Service Desk through Remote Technical Support. All Service Requests made by a Customer for each Service Type must be initiated through the Samsung Service Desk.

2.3 Step 3: Contact Remote Technical Support

WHAT IS REMOTE TECHNICAL SUPPORT?

- (a) Remote Technical Support is the first level of support provided to all Customers. All requests for Remote Technical Support must be submitted through the Samsung Service Desk.
- (b) Samsung will respond to Customers within one hour for all calls received by the Samsung Service Desk between 8am to 8pm (AEST) on business days in Sydney Australia (**Business Days**). For Service Types that provide Services outside of these hours, please refer to the details for that specific Service Type below.
- (c) For Service Requests received outside the hours of 8am to 8pm (AEST) on Business Days and where your Service Type does not cover Service Requests outside of those times, Samsung will use its best endeavours to respond to you by the next Business Day.
- (d) If you would like to make a complaint regarding your Service Request, please contact the Samsung Service Desk by telephone 1800 91 92 93 and ask to speak with the Samsung Technical Services Duty Manager. Escalations may only be lodged by telephone and email requests for escalation will not be accepted.
- (e) Only IT Managers (or their equivalent) should submit Service Requests on behalf of Customers.

- (f) Where possible, Samsung will use reasonable endeavours to generate solutions to address Samsung software and hardware problems. Any solution that Samsung is able to offer Customers is dependent upon the nature of the problem, the relevant Product and the availability of the relevant Service. Customers should also review Samsung's webpage, www.samsung.com.au, which may also provide Customers with additional information, and documentation.

HOW DO I OBTAIN REMOTE TECHNICAL SUPPORT?

- (g) Once Products have been registered, in order to lodge a Service Request, Customers and Partners must contact the Samsung Service Desk using the following details:
 - (i) telephone 1800 91 92 93 between 8am to 8pm EST; or
 - (ii) email it.service@samsung.com (IT Distributors & Resellers) or ent.service@samsung.com (Enterprise Customers & Partners).
- (h) The Samsung Service Desk will assess each Service Request and based on the information provided by the Customer, the Samsung Service Desk will assign one of the following Severity Levels:
 - (i) Severity 1 – A previously working and installed Product is non-functioning or there is a critical impact to the Customer's business operations. Subject to the availability of the relevant Service Type, the Customer and Samsung will both endeavour to commit full-time resources 24 hours a day to resolve the situation;
 - (ii) Severity 2 – Operation of an existing product is severely degraded, or significant aspects of the Customer's business operation are negatively impacted by unacceptable performance of a Product or Products. Subject to the availability of the relevant Service Type, the Customer and Samsung will both endeavour to commit full-time resources during business hours of 9am to 5pm (**Business Hours**) to resolve the situation;
 - (iii) Severity 3 – Operational performance of the product is impaired while most business operations remain functional. Subject to the availability of the relevant Service Type, the Customer and Samsung will both endeavour to commit reasonable resources during Business Hours to restore service to satisfactory levels; and

- (iv) Severity 4 – The Customer requires information or assistance with Product capabilities, installation, or configuration. There is little or no impact on the Customer's business operations. Subject to the availability of the relevant Service Type, the Customer and Samsung are both willing to endeavour to provide reasonable resources during Business Hours to provide information or assistance as requested.
- (i) Samsung's response to each Service Request will be based on the Severity Level, the Service Types purchased by the Customer, the location of the Customer, the time that the Service Request was lodged and Samsung's capacity and coverage to respond to the Service Request. Depending on the nature and Severity Level of the Service Request and the other factors referred to above, one or more of the following levels of support may be provided by or on behalf of Samsung (including, where applicable by Resellers or other partners) in connection with a Service Type purchased by the Customer;
- (i) Level 1 Support: this is the initial level of support provided in relation to initial problem identification and analysis and other basic customer issues. This includes the collection of the Customer's information (including the nature of the Products, Service Type, location and other relevant factors relating to the Service Request) and identification of the issue or problem. Level 1 Support will address simple problems and issues. This includes troubleshooting methods such as verifying physical layer issues, resolving username and password problems, uninstalling/reinstalling basic software applications, verification of proper hardware and software set up;
- (ii) Level 2 Support: this is the secondary level of support following an escalation from Level 1 Support. Using technical troubleshooting and analysis methods, Level 2 technicians will assist Level 1 technicians to address basic technical problems and will address elevated issues by confirming the validity of the issue and identifying any known solutions (if any). Level 2 technicians may escalate certain issues that are not able to be resolved to the Level 3 technical support group; and

- (iii) Level 3 Support: this is the highest level of support addressing issues escalated from Level 2 or 1 technicians which are of an advanced or technical nature. Level 3 technicians will assist both Level 1 and Level 2 technicians in resolving issues, engage in analysis and troubleshooting and, where applicable, will research and develop solutions to new issues.

3 SERVICE TYPES

As set out below, Samsung offers a variety of Service Types. Customers may purchase one or more Service Types depending on the availability of the Service Type with respect to their Products. Customers should review the table below which sets out which Service Types are applicable to each Product and any minimum and maximum terms that may apply to each Product and consult with the Samsung Service Desk regarding Service Type availability.

3.1 Return to Base?

WHAT IS RETURN TO BASE?

- (a) A Customer may choose to bring their Product to a Samsung Authorised Service Centre for inspection. After an inspection has been carried out, Samsung will inform the Customer of their options (and whether any repairs or other remedies are covered by the standard warranty, any Service Type you have purchased, statutory right (including the Australian Consumer Law), or would not be covered and would be subject to a repair charge).
- (b) If the Customer's Product is located more than 50km (by road) from the nearest Samsung Authorised Service Centre, Samsung will liaise with you to determine the best way in which to inspect and, if necessary, repair the Product or provide some other remedy.
- (c) For the location of the nearest Authorised Service Centre, please contact the Service Desk. Return to Base is only available during Business Hours (9am to 5pm).

HOW DO I REQUEST THIS SERVICE TYPE?

- (d) All Customers should contact the Samsung Service Desk. The Samsung Service Desk will be able to inform the Customer whether their Product is eligible for Return to Base support and the location of the nearest Authorised Service Centre where they may bring their Product.

3.2 Pickup

WHAT IS PICKUP?

- (a) A Customer can request that Samsung arranges a courier service to collect the Product for inspection at an Authorised Service Centre. Pickup Services are only provided during Business Hours (9am to 5pm). Once a Service Request has been lodged and Samsung determines that the Product is eligible for Pickup, Samsung will collect the Product

on the next Business Day, 2nd next Business Day or 3rd next Business Day (depending on Samsung's capacity and coverage, the Product and the Customer's location).

- (b) Customers should, whenever possible, return the Product in its original carton and packing or alternatively in packing suitable to prevent damage to the Product. Samsung also can dispatch a suitable box for some certain Products such as monitors and note book computers. The Samsung Service Desk will advise whether your Product is eligible for the delivery of a suitable box. Samsung will not accept responsibility or be liable for damage to the Product once it has left the Customer's premises until it arrives at the Authorised Service Centre.
- (c) In most cases, the Products will be returned to the Customer within 5 Business Days of their arrival at the Authorised Service Centre.

HOW DO I REQUEST THIS SERVICE TYPE?

- (d) All Customers should contact the Samsung Service Desk. The Samsung Service Desk will be able to inform the Customer whether their Product is eligible for Pickup support and, if so, the Samsung Service Desk will arrange for a courier to collect the Product.

3.3 Onsite

WHAT IS ONSITE?

- (a) A Customer can request that Samsung dispatches an onsite technician to the Customer's premises. On receipt of a Service Request, Samsung will determine whether an onsite service technician is required and, if so, dispatch an onsite service technician on the next Business Day. This timing is dependent on the availability of coverage and level of service purchased.
- (b) Service Requests received by Samsung before 4pm (local time at Customer's premises) qualify for next Business Day service. This is dependent on the availability of coverage, level of service purchased and the availability of any spare parts or resources. Samsung will endeavour to notify the Customer if there is any anticipated delay in providing the Services.
- (c) If the Customer or Customer's authorised representative is not at the location when the onsite service technician arrives, the Service Request may be cancelled and will need to be re-submitted to the Samsung Service Desk by the Customer.
- (d) The Customer may also choose from one of the following additional Onsite Service Type configurations:

CONFIGURATION	HOURS PER DAY	DAYS PER WEEK	RESPONSE TIME (HOURS)	NATURE OF THE SERVICES TO BE PERFORMED
8x5x2	8 (9am–5pm)	5	2	The Onsite Service Technician will arrive at the Customer's premises prepared to repair, exchange or pick up the Product. Samsung will use reasonable commercial endeavours to be on-site within the response time, provided the Customer's Service Request has been made during Business Hours (9am to 5pm, AEST). Except for the 24x7x4 configuration (pursuant to which Samsung will accept calls 24 hours a day), calls placed outside Business Hours (9am to 5pm, AEST) will be attended to by Samsung at the Customer's premises the morning of the next Business Day.
8x5x4	8 (9am–5pm)	5	4	
8x5x8	8 (9am–5pm)	5	8	
24x7x4	24	7	4	

Notes to the above table:

- (i) Not all Configurations will be available to all Customers and all Products. Samsung will advise you which Configurations are applicable to your location and Product mix.
- (ii) On request and subject to Samsung's absolute discretion, Samsung may customise an Onsite Service Type package for your particular needs. Please contact the Samsung Service Manager if you would like to customise an Onsite Service Type.

HOW DO I REQUEST THIS SERVICE TYPE?

- (e) All Customers should contact the Samsung Service Desk. The Samsung Service Desk will be able to inform the Customer whether their Product is eligible for Onsite support and, if so, the Samsung Service Desk may, depending on the nature of the Product and the Service Request, arrange an onsite service technician to attend the Customer's premises in order to repair, exchange or pick up the Product.

3.4 Accidental Damage Protection (ADP)

WHAT IS ADVANCE EXCHANGE AND RETURN?

- (a) Subject to availability and applicable Australian Financial Services Licensing requirements, Samsung may arrange for a third party insurer to provide insurance coverage for accidental damage. The availability of ADP, the scope of the insurance coverage, and the terms of such insurance will be assessed and determined by the third party insurer on a case by case basis. ADP may not be able to be offered to certain Customers. Depending on the availability and scope of the relevant policy offered by the third party insurer, accidental coverage may include coverage against electrical surges caused by a variation in the supply of electricity from the utility supplier, liquid spilled on or into the Product caused accidentally and other similar events not due to a fault with the Product. The terms of such insurance (including covered events, cost, duration, excess payable in the event of a claim and policy exclusions) will vary depending on the terms of applicable policy, the particular Products purchased, the Customer's operating environment and other factors. There may be limits on the number and amount of ADP claims that a Customer may make. Terms will be notified by the third party insurer on a case by case basis.

HOW DO I REQUEST THIS SERVICE TYPE?

- (b) All Customers should contact the Samsung Service Desk. If ADP is available, the Samsung Service Desk will direct the Customer to the relevant third party insurer so that ADP may be arranged.

3.5 Advance Exchange

WHAT IS ADVANCE EXCHANGE?

- (a) Advance Exchange enables a Customer to request that Samsung attends a Customer's premises to collect a Product and provide the Customer with a replacement Product so that down-time is minimised to the extent possible. In most cases, Samsung will not return the original Products to the Customer. Rather, replacement Products will be provided by Samsung in their place. If you require your original Products to be returned, please see the Advance Exchange and Return Service Type below.
- (b) Replacement parts and Products should arrive the same or next Business Day as the Service Request, depending on the availability of coverage and level of service purchased, provided the Samsung Service Technician diagnosis of the failed Product were made before 4pm (local time in Customer's region) on Business Days.
- (c) For requests after 4pm (local time in Customer's region), the Advance Exchange part or Product will be shipped the next Business Day.

HOW DO I REQUEST THIS SERVICE TYPE?

- (d) All Customers should contact the Samsung Service Desk. The Samsung Service Desk will be able to inform the Customer whether their Product is eligible for Advance Exchange support and, if so, the Samsung Service Desk will arrange a Service Technician to attend the Customer's premises in order to collect the faulty Product and deliver a replacement Product.

3.6 Advance Exchange and Return

WHAT IS ADVANCE EXCHANGE AND RETURN?

- (a) Advance Exchange and Return operates in a very similar way to Advance Exchange except that the original Product is returned to the Customer if it is repaired. Advance Exchange and Return enables a Customer to request that Samsung attends a Customer's premises to collect the Product and provide the Customer with an interim replacement Product. If the Product is repaired (if repair is possible and consistent with any rights you may have under the Samsung warranty and under law), Samsung will return your original Product and collect the interim replacement Product. If the Product is unable to be repaired, Samsung will replace your original Product.

HOW DO I REQUEST THIS SERVICE TYPE?

- (b) All Customers should contact the Samsung Service Desk. The Samsung Service Desk will be able to notify the Customer whether their Product is eligible for Advance Exchange and Return support and, if so, the Samsung Service Desk will arrange for a Service Technician to attend the Customer's premises in order to collect the Product and deliver an interim replacement Product. Samsung will repair the original Product (if possible) and return them to the Customer's premises once repaired.

4 PRODUCT CATEGORIES

The table below sets out a summary of the Service details and availability applicable to each Product Category. The period stated only applies to Services that are not already covered by the Australian Consumer Law. You may have statutory rights, including under the Australian Consumer Law, to a remedy during or outside of the stated periods.

PRODUCT CATEGORY	STANDARD WARRANTY TERM	MINIMUM ADDITIONAL TERM	MAXIMUM ADDITIONAL TERM	AVAILABLE SERVICE TYPES
Print (A4/A3) copiers	1 year	1 year	1 to 4 years (depending on the applicable Product)	Return to Base Pickup A4 Only below 16 kgs Onsite Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Chromebooks	1 year	1 year	1 to 3 years (depending on the applicable Product)	Return to Base Pickup Onsite Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Windows Notebook and Tablet	1 to 3 years	1 year	1 to 3 years (depending on the applicable Product)	Return to Base Pickup Onsite Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Handheld (Galaxy)	2 years	1 year	2 years	Return to Base Pickup Onsite Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Galaxy Tablets	2 years	1 year	2 years	Return to Base Pickup Onsite Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Monitors	3 years or 13,140 hours of usage (13,140 hours is based on an average 12 hours per day, 365 days per year for 3 years) whichever comes first.	1 year	3 years or 13,140 hours of usage (13,140 hours is based on an average 12 hours per day, 365 days per year for 3 years) whichever comes first.	Return to Base Pickup Onsite (On-site service is limited to hospitality televisions with a screen size of 33 inches or greater; commercial large format displays and network monitors) Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
LFD	3 years or 17,520 hours of usage (17,520 hours is based on an average 16 hours per day, 365 days per year for 3 years) whichever comes first.	1 year	3 years or 17,520 hours of usage (17,520 hours is based on an average 16 hours per day, 365 days per year for 3 years) whichever comes first.	Return to Base Pickup Onsite (on-site service is limited to hospitality televisions with a screen size of 33 inches or greater; commercial large format displays and network monitors) Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)
Zero thin client	3 years or 13,140 hours of usage (13,140 hours is based on an average 12 hours per day, 365 days per year for 3 years) whichever comes first.	1 year	3 years or 13,140 hours of usage (13,140 hours is based on an average 12 hours per day, 365 days per year for 3 years) whichever comes first.	Return to Base Pickup Onsite (on-site service is limited to hospitality televisions with a screen size of 33 inches or greater; commercial large format displays and network monitors) Advance Exchange Advance Exchange and Return Accidental Damage Protection (ADP)

Note to the above table

Where a Product is nearing or has passed its End of Life (that is, Samsung will not be manufacturing, selling and/or supporting that Product) and needs to be replaced due to a defect or other issue (**End of Life Product**), Samsung may replace the End of Life Product with a different Product model that is, at a minimum, at least equivalent to the End of Life Product, at its discretion acting reasonably. Subject to law, including the Australian Consumer Law, where, in the opinion of Samsung, there is no Product that is at least equivalent to the End of Life Product, Samsung may suggest a replacement Product of the same type and similar value to the End of Life Product.

TERMS AND CONDITIONS APPLYING TO THE SERVICES

1 Interpretation

The meaning of the following capitalised terms used in these Terms are as follows:

Customer means Samsung's enterprise customers, who may be companies, partnerships or individuals, as the case may be.

Explanatory Document means the document to which these Terms are attached providing an overview of the Services.

Fees has the meaning given to that term in clause 4.

Partner means a reseller or distributor of Products that has entered into a Reseller Agreement or Distribution Agreement (or similar) with Samsung.

Products means information technology products determined by Samsung from time to time such as monitors, notebooks, large format displays, zero and thin client displays and A4/A3 print copiers.

Samsung means Samsung Electronics Australia Pty Ltd (ACN 002 915 648).

Services means the services referred to in the Explanatory Document and made available by Samsung to Customers from time to time. For the avoidance of doubt, reference to Services in these terms are references to Services that are in addition to, not in replacement of, and do not limit, the standard manufacturer warranties provided by Samsung or any statutory rights the Customer may have in relation to the Products, including rights under the Australian Consumer Law.

Service Types mean the service types referred to in the Explanatory Document and made available by Samsung to Customers from time to time.

Terms has the meaning given to that term in clause 2(a) below.

2 Terms

- (a) These terms and conditions govern Samsung's provision of the Services to Customers and may be supplemented by other additional terms applying to the Services and/or particular Service Types, as notified by Samsung from time to time (the **Terms**).
- (b) The Customer should read all documentation (including Service Request receipts, delivery dockets and other correspondence) that it receives in connection with the Services as such documentation may contain important information that supplements these Terms. The Customer acknowledges and agrees that it is bound by and will comply with these Terms and any additional terms that apply to the Services as notified by Samsung from time to time.

- (c) Samsung reserves the right at its sole discretion to change or modify the Terms from time to time by providing the Customer with reasonable notice. The Customer agrees to be bound by the most current version of the Terms as provided to the Customer.

3 Services

- (a) The availability of each of the Service Types will depend on the particular Products and the location of the Customer. The Customer acknowledges that some Service Types will not be available for particular Products and Customer locations, subject to law including the Australian Consumer Law.
- (b) Subject to the Customer selecting and purchasing the Services comprising one or more Service Types and paying the relevant Fees in accordance with clause 4, Samsung will use commercially reasonable endeavours to provide the Services to the Customer.
- (c) The Customer acknowledges and agrees that its right to receive the Services is subject to a number of factors including without limitation:
 - (i) with respect to Samsung, the necessary availability of replacement or substitute Products, parts, spares, materials, personnel and resources; and
 - (ii) with respect to the Customer, compliance with the reasonable requests of Samsung (including to provide information in connection with the Service Request), the Customer's location and environment, the Customer's Products and where relevant, access to the Customer's premises.
- (d) When the receipt of a Service is subject to Samsung's discretion or decision, Samsung will have the right to make such decision in its sole and absolute discretion.
- (e) In the event that Samsung does not provide a Service to the Customer in circumstances where these Terms provides that Samsung may exercise its discretion, to the extent permitted by law (including the Australian Consumer Law) the sole remedy of the Customer in such circumstances shall be the Customer's right to terminate the Service for convenience and where the Customer does so, to the extent permitted by law (including the Australian Consumer Law) Samsung will not be liable to the Customer for any losses, costs or other amounts in relation to Samsung not having provided such Service to the Customer or the Customer's termination of the Service.

4 Fees

Unless otherwise agreed to by Samsung, the Customer will pay their Samsung authorised reseller the applicable fees payable for the Services (**Fees**) in accordance with terms agreed between the Customer and the Samsung authorised reseller following the Customer's request for the Services.

5 GST

- (a) If GST is payable, or notionally payable, on a Supply made under or in connection with these Terms, the party providing the consideration for that Supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that Supply (the **GST Amount**). Subject to the prior receipt of a Tax Invoice, the GST Amount is payable at the same time that the other consideration for the Supply is provided. If a Tax Invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 14 days of the receipt of a Tax Invoice. This clause 7 does not apply to the extent that the consideration for the Supply is expressly stated to be GST inclusive or the Supply is subject to reverse charge.
- (b) Where any indemnity, reimbursement or similar payment under these Terms is based on any cost, expense or other liability, it shall be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability. If an adjustment event occurs in relation to a Supply made under or in connection with these Terms, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.
- (c) This clause 6 will not merge upon completion and will continue to apply after expiration or termination of these Terms.
- (d) Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) shall have the same meaning in this clause.

6 Confidential Information and Privacy

- (a) The parties shall keep all sensitive commercial and technical information that the parties obtained through receipt of the Services confidential and not use any confidential information for any other purpose other than in connection with these Terms. This does not apply to information which:
 - (i) is published or becomes available otherwise to the general public as part of the public domain;

- (ii) information which was known to the recipient prior to receipt from the other party and is not the subject of any obligations regarding its confidentiality;
 - (iii) is required to be disclosed under any law, governmental rule or regulation, or court order or the rules of any stock exchange; or
 - (iv) Samsung is otherwise authorised to disclose to authorised resellers and/or distributors under other agreements with those parties provided that Samsung does not disclose such information to other third parties.
- (b) Each party will safeguard the confidential information in accordance with reasonable professional standards. Each party shall take all steps as necessary to ensure compliance with the provisions of this clause by its employees, agents and any other persons authorised the party.
- (c) The Customer must mark or otherwise notify Samsung if any material provided to Samsung is confidential. Otherwise, the terms of this clause 6 will not apply to Samsung with respect to any material that is not marked as confidential.

7 Privacy

- (a) In order to provide the Customer with the Services, the Customer may need to provide Samsung with personal information including the name, address and contact details of its employees or contractors. If the Customer does not provide this information, Samsung may not be able to provide the Services. The Customer acknowledges that the information it provides will be collected by or on behalf of Samsung and may be disclosed to other Samsung group companies and to third parties that help Samsung deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. Some of these parties may be located outside of Australia, including in Singapore and Korea.
- (b) Samsung's Privacy Policy, available at www.samsung.com/au/info/privacy.html, explains how Samsung collects, uses and discloses personal information and how individuals may access and correct the personal information that Samsung holds. It also states how individuals may contact Samsung to complain about a breach of the Privacy Act, and how Samsung will deal with such a complaint. If individuals have any queries or would like further information about our privacy policies or practices, they can contact Samsung's Privacy Officer by calling Samsung Head

Office on (02) 97639700 or via email to privacy.au@samsung.com, or by writing to: The Privacy Officer, Samsung Electronics Australia Pty Limited, 8 Park View Drive, Homebush Bay, NSW 2127 Australia.

- (c) In providing any personal information to Samsung in connection with these Terms, the Customer:
- (i) consents to the collection, use, storage and disclosure of that information in accordance with this clause 7 and as otherwise described in Samsung's Privacy Policy;
 - (ii) warrants that it has complied with the Privacy Act and any other applicable privacy related legislation and has obtained all necessary consents from, and provided all necessary privacy related notifications to, the individuals to which such personal information relates.

8 Materials

- (a) All information, documents, products and services, trademarks, logos, graphics, and images comprised in any part of the Services (or any associated documentation or other material form) (**Samsung Materials**) are copyrighted or trademarked and are the property of Samsung and its related bodies corporate. Any unauthorised use of any Samsung Material may violate copyright, trademark and privacy laws.
- (b) Customer warrants that any documents, products and services, trademarks, logos, graphics, and images provided by the Customer to Samsung (**Customer Materials**) are owned by the Customer or licensed on such terms that allows the Customer to provide them to Samsung. By providing Samsung with the Customer Materials, the Customer grants Samsung a non-exclusive, fully-paid, royalty free licence to use the Customer Materials in any way throughout the world for the purpose of providing the Customer with the Services.

9 No replacement or limitation of existing rights under the Competition and Consumer Act 2010 (Cth)

The Services provided by Samsung are in addition to, not in replacement of, and do not limit the Customer's rights under the Competition and Consumer Act 2010 (Cth). Nothing in these Terms or in the provision of the Services is intended to exclude, restrict or modify any rights that the Customer may already have under the Competition and Consumer Act 2010 (Cth). Samsung's standard warranty information is located at the following internet address: <http://www.samsung.com.au/warranty>

10 Term and Termination

- (a) These Service Terms (and Samsung's provision of the Services) will commence on the date that the Customer has registered the Product, Samsung has accepted the applicable Service Type(s) requested by the Customer and the Customer has provided all other information and completed all required actions to enable Samsung to provide the Services. The Services will be provided for the applicable term for the Service Type offered by Samsung and requested by the Customer unless terminated earlier in accordance with this clause 10.
- (b) The parties agree that the following events constitute events of default for which Samsung may terminate these Terms in whole or in part at any time (in its sole and absolute discretion) with immediate effect by giving notice to Customer:
- (i) the Customer commits a breach of these Terms that cannot be remedied to the satisfaction of Samsung in its sole discretion (including any failure of the Customer to pay the Fees by the applicable due date);
 - (ii) the Customer becomes insolvent or is otherwise the subject of or suffers an insolvency related event;
 - (iii) the Customer does anything that materially damages or is likely to materially damage the reputation or any brand of Samsung; or
 - (iv) the Customer undergoes a change in control or all or a substantial part of the assets of the Customer are acquired by an entity reasonably determined by Samsung to be of poor financial standing, a competitor of Samsung or otherwise unfit to meet the Customer's obligations set out in these Terms.
- (c) Either party may at any time in its sole and absolute discretion, by giving the other party at least 4 weeks' notice, terminate these Terms (and the provision of the Services) for convenience. In the event that the Customer exercises its right to terminate for convenience under this clause 10(c), the Customer must pay any outstanding Fees payable up to the expiry of the applicable term in accordance with these Terms. If Samsung terminates these Terms for convenience, the Customer must pay any outstanding Fees payable up to the date of termination in accordance with these Terms.

- (d) On and from the date of termination of these Terms, Samsung shall have no further obligations to provide any of the Services to the Customer. For the avoidance of doubt, termination of the Services does not affect any rights the Customer may have under the standard manufacturer warranties provided by Samsung or any statutory rights the Customer may have in relation to the Products, including rights under the Australian Consumer Law.

11 Limitation of Liability

- (a) Except as expressly set out in these Terms and to the extent permitted by law (including the Australian Consumer Law), Samsung excludes all liabilities (whether under statute, in contract, tort or otherwise), arising in connection with any losses sustained by the Customer in connection with these Terms (including without limitation in connection with any receipt by the Customer of the Services or any act or omission by a third party insurer in connection with the provision or non-provision of any insurance product to the Customer).
- (b) To the extent permitted by law (including the Australian Consumer Law), neither party is liable for any consequential loss (being loss of profits, loss of revenue, loss of data, loss of chance, loss of opportunity, loss of business and any other loss that does not arise naturally and does not arise according to the usual course of things, from the relevant breach or acts or omissions including any other form of indirect or consequential loss) in connection with the performance of its obligations under these Terms (whether under statute, in contract or in tort, including for negligence, or otherwise).

12 Dispute Resolution

- (a) In the event of any dispute between the parties under or in connection with these Terms, except where a party seeks urgent interlocutory relief, the parties will:
 - (i) within seven days (or such other period agreed between the parties) of a party providing notice of a dispute to the other party, ensure that the Customer's representative meets with the Samsung Account Manager or Duty Manager with a view to resolving the dispute; then
 - (ii) if the dispute is not resolved within seven days (or such other period agreed between the parties) of that meeting, the Customer's representative (or equivalent) will meet with the Senior Manager of Enterprise Service (or equivalent) with a view to resolving the dispute; then
 - (iii) if the dispute remains unresolved within 21 days (or such other period agreed between the parties) of provision of the notice of dispute or within seven days (or such other period agreed between the parties) of the date of the last meeting under clause 10(a)(ii), whichever is the earlier, then the parties will refer the dispute to mediation to be conducted by the Australian Commercial Disputes Centre in accordance with its then current mediation rules and guidelines for resolution within 14i Jaime days (or such other period agreed between the parties).

13 General

- (a) The Customer must not assign, transfer or sub-contract in whole or in part to any other person, firm or organisation the Services or these Terms. If the Customer attempts to assign, transfer or sub-contract the Services or these Terms, Samsung may immediately terminate the Terms and the Services.
- (b) Any waiver by either party of a breach of any provision of these Terms shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- (c) Any notice given pursuant to these Terms shall be in the English language, in writing and may be delivered by email or posted to the Customer. Samsung will send notices to the Customer at the email address on file or any other address notified to Samsung in writing.
- (d) If any part of these Terms are found to be illegal, invalid or unenforceable by a court of competent jurisdiction, all other provisions of these Terms shall continue in full force and effect as if the illegal, invalid or unenforceable provision were not a part of these Terms.
- (e) Each party is acting in the capacity of independent contractor. These Terms do not constitute any partnership, trust, agency, joint venture or employment relationship between the parties.
- (f) These Terms are governed by the law of New South Wales. Each party submits to the non exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning these Terms.