

## TERMS AND CONDITIONS

SIGNAL COMMUNICATIONS LIMITED (hereinafter called TeleEye) agrees to maintain the goods and items (hereinafter called Equipment) for the Customer as shown in the front page of this Maintenance Contract (hereinafter called Contract), subject to the terms & conditions as follows:

### 1. Maintenance Contract

- 1.1. The duration of this Contract shall commence from the effective date to the expiry date as specified in the Contract.
- 1.2. This Contract shall only become effective after
  - 1.2.1. this Contract is signed by TeleEye and Customer before the effective date of this Contract; and
  - 1.2.2. full payment of the maintenance fee is received by TeleEye before the effective date of this Contract.
- 1.3. This Contract shall be terminated thereafter and separate Contract shall be made. The maintenance fee as stipulated in this Contract is non-refundable under any circumstances.
- 1.4. TeleEye reserves the right to inspect the working conditions of the Equipment, if necessary, before acceptance of the signing this Contract.
- 1.5. This Contract is not transferable.

### 2. Maintenance Services

- 2.1. TeleEye shall provide technical staff to carry out the maintenance service including checking and repairing of the Equipment
- 2.2. The maintenance fee covers free inspection & repair labour cost according to the effective period and there are two types of warranty items shown in the Maintenance Contract:
  - "A" Type Item: Parts and Labour
  - "B" Type Item: Labour only.
- 2.3. In case of applicable, TeleEye staff shall request a remote access inspection or trouble shooting thru Internet, PSTN, ISDN or mobile media.
- 2.4. If the service cannot be completed by remote access, customer shall be responsible for bringing the Equipment to TeleEye's office for maintenance service. And, customer shall be responsible for collecting the Equipment from the same TeleEye's office after the maintenance service. The addresses of TeleEye's offices are :

HK: Units 202-203, 2/F, Laford Centre, 838 Lai Chi Kok Road, Kowloon, Hong Kong.  
China: Rm A602, Shenzhen Virtual University Park, Shenzhen Hi-Tech Industrial Park, Shenzhen, P.R.C.

- 2.5. TeleEye provides maintenance service to Customer during the following working hours:

Mondays to Fridays:	9:00am – 6:00pm	Saturdays(HK only): 9:00am – 1:00pm
Sundays & public holidays:	no service	

- 2.6. TeleEye reserves the right to charge Customer an inspection fee or cost of parts if no fault in the Equipment can be found during inspection or the defect is caused at conditions those mentioned in 3.1. Such determination is up to the sole discretion of TeleEye.
- 2.7. TeleEye will use its best endeavors to provide maintenance service during the above working hours, but no guarantee at such time or on such day as it indicates. Any indication of such time or day is made based on the best estimation only.
- 2.8. Separate part service charge is to be quoted to customer if the part is out-of-warranty at the service moment.
- 2.9. TeleEye reserves the right to replace customer items with similar products that maintain customer's original usage need.
- 2.10. TeleEye provides Customer with hotline consultation within the above working hours for immediate remedy on less complicated problems, whenever possible.

HK: Telephone No:(852) 2995 5700	Fax No.: (852) 2995 5901	Email: <a href="mailto:support@TeleEye.com">support@TeleEye.com</a>
China: Telephone No:0755 2671 2122	Fax No: 0755 2671 2287	

### 3. Maintenance Service Exclusions

- 3.1. The maintenance service shall not cover the damage of the Equipment caused by accident, war, disaster, terror attack, negligence, abuse or misuse, improper voltage, lightning, normal wear & tear, molding, rusting, any unauthorized repair or the Equipment being tampered with. Such determination is up to the sole discretion of TeleEye.
- 3.2. No maintenance service shall be provided if any cabinet seal has been removed or opened or damaged by personnel not authorized by TeleEye.
- 3.3. The maintenance service shall not cover any on-site service.
- 3.4. The maintenance service fee shall NOT cover the sureLINK annual renewal service fee.
- 3.5. Under no circumstance shall TeleEye be liable for any damage to any party so caused by the usage of the Equipment or so caused during the service provision.
- 3.6. The customer shall be responsible for backing up the data contained in the disk products.
- 3.7. TeleEye shall have no responsibility arising in any damage to or loss of the data contained in the disk products.

### 4. Default and Termination

- 4.1. TeleEye reserves the right to terminate this Contract immediately if Customer
  - 4.1.1. has relocated the Equipment without prior acknowledgement from TeleEye; and
  - 4.1.2. has breached any terms and conditions of this Contract.