

EASITAG PTY LTD		
Name:		("the customer")
Street:		
Suburb:	State:	Postcode:
Telephone:		
Customer's Representative:		
EQUIPMENT SERVICE PROGRAMME		
<p>EASITAG PTY LTD hereinafter called "EASITAG", agrees to place the customer's Electronic Article Surveillance Equipment listed below under its Equipment Service Programme commencing on / / for a period of one year and year to year thereafter on the terms and conditions stated below and overleaf.</p>		
SCHEDULE OF EQUIPMENT		
MAKE, MODEL, SERIAL NUMBER	LOCATION	ANNUAL SERVICE FEE
GST:		
TOTAL FEE INCL GST:		

1. Whenever the equipment is not performing to the standard(s) normal for such equipment due to a latent or patent fault in the equipment itself not due to any cause external to the equipment, EASITAG within a reasonable time of a request from the Customer shall free of further charge:
 - (a) make an emergency call for remedial maintenance to restore the equipment to such standard(s); and
 - (b) replace such parts as shall be required due to such latent or patent fault; and
 - (c) carry out such preventative maintenance as EASITAG considers necessary.
2. The Customer shall bear the cost of all freight charges incurred in transporting the equipment to any part therefore to EASITAG's workshop and in returning same to the Customer.
3. Any additional or replacement equipment that EASITAG supplies to the Customer shall be automatically covered by this service programme (at EASITAG's ruling service fees) unless either party requests otherwise. The invoice for such additional or replacement equipment shall be adjusted so as to achieve a common renewal date with the equipment already covered under service programme with EASITAG.
4. This service programme is subject to the Customer making payment to EASITAG of the total service fee shown overleaf together with annual renewal fees at EASITAG's then ruling annual rates at or prior to each anniversary of the date of commencement of this service programme.

5. Parts replaced by EASITAG in the course of providing the services herein shall forthwith become the property of EASITAG.
6. Without limiting the preceding provisions EASITAG will be entitled to make its usual charges for labour supplied on a call to attend to or as a result of damage or malfunction due to causes external to the equipment or to abuse, misuse, negligence or misoperation by an operator the Customer or someone other than EASITAG or due to fire, power surge or failure, water, theft, vandalism, accident or corrosive or injurious environment or where the equipment has been repaired or interfered with by any person not authorised by EASITAG or if the equipment is removed outside the location specified.
7. Overhauls and/or workshop repairs that may be required are not provided for under the terms of this service programme. No such work will be performed until an estimate of charges has been submitted to the Customer for approval.
8. The Customer agrees that EASITAG authorised representatives shall have access to the equipment for inspection and preventative maintenance during EASITAG's working hours.
9. For equipment used for more than one shift the Customer agrees to pay EASITAG for each extra shift or partial extra shift an extra service fee loading commensurate with the usage of the equipment.
10. Service fees payable hereunder do not include any Australian State or local taxes, excises or duties howsoever designated and whether levied or based upon such fees this service programme or any particular service or parts supplied. The Customer shall indemnify and keep indemnified EASITAG for all such taxes, excises and duties.
11. Either party may terminate this service programme at any time by sixty (60) days written notice to the other party in which event EASITAG will refund the commensurate portion of the service fees for the balance of the current year programme.
- 12.1 To the extent (if any) that this service programme does or will involve the supply by EASITAG of particular goods or service to a person or corporation deemed by Section 4B of the Trade Practices Act, 1987 (the Act) to be consumer for the purposes of the Act the supply of such goods and services is subject to the conditions or warranties which apply thereto under Division 2 of Part V of the Act.
- 12.2 EASITAG's sole liability for any breach of any condition or warranty applying by virtue of Division 2 of Part V of the Act (other than the conditions and warranties set out in Section 69) shall (subject to Section 68A(2) of the Act) be limited to: -
 1. In the case of the supply of goods, such as one or more of the following as EASITAG in its absolute discretion determines:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) the payment of the cost of having the goods repaired; or
 2. In the case of the supply of services any one or more of the following as EASITAG in its absolute discretion determines:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
13. In the event that any Act or Ordinance of any State or Territory of the Commonwealth of Australia specified that certain conditions or warranties apply to the supply of goods or services pursuant to this service programme agreement which conditions or warranties cannot be excluded modified or amended pursuant to the terms of such Act or Ordinance then such conditions and/or warranties shall apply to the supply of the goods and services under the service programme agreement. Except as aforesaid or as otherwise expressly stated herein all conditions and/or warranties expressed or implied to the supply of the goods and services in the service programme agreement are hereby excluded.
14. It is agreed by the parties that EASITAG shall in no event be liable for any indirect or consequential damage economic loss or loss of profits arising out of any breach by it of any express condition herein.
15. EASITAG will make every reasonable effort to make provision for the supply of spare parts for the equipment but shall not be liable in the event that it is unable to do so for a temporary or permanent period.

EASITAG PTY LTD		ACCEPTANCE		CUSTOMER ACCEPTANCE (NAME)	
TITLE		TITLE			
SIGNATURE	DATE	SIGNATURE	DATE		