SOA Module Order Form 1 – Hardware

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| INSTRUCTIONS FOR USING THIS DOCUMENT (TO BE DELETED IN FINAL VERSION OF SOA MODULE)This is the SOA Module Order Form for use with SOA Module 1 – Hardware under the SOA Comprehensive Contract Conditions – ICT Products and/or Services.The yellow highlighted sections need to be completed.  |

# SOA Module Order Form 1A – Hardware

The following SOA Module Order Form 1A to be completed if the Customer is procuring Hardware (refer to clause 3).

1. **Hardware** Clause 3.1 of SOA Module 1

**Description of Hardware to be supplied**

<<Insert a description of the Hardware to be supplied including quantities. This may include references to the Hardware model name and type.>>

**Specify whether the Hardware must be new and unused**

<<The default position in clause 3.1(e) is that all items of Hardware must be new, unused or of recent origin, unless otherwise specified in the SOA Module Order Form. Specify below whether the Hardware must be new and unused.>>

[ ]  Yes

[ ]  No

1. **Requirements**

**Specifications for Hardware (or annex specifications to the SOA Module Order Form)**

<<Insert or annex a detailed description of the functional, operational and technical specifications for the Hardware. This may include any published specifications of the Supplier or the Hardware manufacturer.>>

1. **Delivery requirements** Clause 3.1 of SOA Module 1

The Supplier must deliver the Hardware by the date and time set out in this item. If set out in this item, the Supplier must ensure that the delivery is made during the hours specified in this item. The Supplier must comply with the other delivery requirements in this item.

**Site**

<<Insert location of the Site(s) at which the Hardware must be delivered.>>

**Delivery Date**

<<Insert the date by which the Hardware must be delivered by the Supplier to the Site.>>

**Due time for delivery (if applicable)**

<<Insert any time on the Delivery Date which the Hardware must be delivered (if applicable).>>

**Times / days when delivery can be made (if applicable)**

<<Insert times and days when the Hardware can be delivered (such as where there is a range of delivery days).>>

**Other requirements**

<<Insert any other requirements which apply to the delivery of the Hardware. This may include access requirements which apply to the Site or specific packaging requirements.>>

1. **Installation requirements** Clause 3.1(c) of SOA Module 1

<<Insert Hardware installation requirements.>>

1. **Integration requirements** Clause 3.1(c) of SOA Module 1

<<Insert Hardware Integration requirements.>>

1. **Removal of packing materials** Clause 3.1(d) of SOA Module 1

<<Clause 3.1(d) provides that if specified in the SOA Module Order Form, the Supplier must remove (at its expense) all packing materials used for the delivery of the Hardware to the Site. Specify whether the Supplier is required to remove or dispose of the packing materials for the Hardware, or otherwise state ‘Not applicable’.>>

1. **Approved Purpose** Clause 3.2 of SOA Module 1

<<Clause 3.2 provides that if specified in the SOA Module Order Form, the Hardware may only be used by the Customer for the Approved Purpose. Specify whether the Hardware may only be used for a specific purpose, or otherwise state ‘Not applicable’.>>

1. **Title** Clause 3.3 of SOA Module 1

<<The default position in clause 3.3(b) is that title in the Hardware will pass to the Customer on the earlier of delivery to the Site or payment of the applicable Price. Specify whether title is to pass at a different time or otherwise state ‘Not applicable’.>>

**Supply through Reseller**

<<Where the Hardware is being supplied through a Reseller in accordance with clause 3.5(b) (if applicable), insert when title in the Hardware will pass to the Customer (such as on delivery to the Site or payment of the applicable Price).>>

1. **Machine Code** Clause 3.4 of SOA Module 1

<<Insert details of terms and conditions which apply to the use of the Machine Code on the Hardware.>>

1. **Supply through a Reseller** Clause 3.5 of SOA Module 1

<<This item only applies where the Hardware is being supplied by the Supplier in the capacity as a Reseller (i.e. where the Supplier is not the Third Party Provider).>>

**Specify whether the Hardware is being supplied by the Supplier in the capacity as a Reseller**

[ ]  Yes

 If yes, insert name of the Third Party Provider: <<insert>>

[ ]  No

**If yes, specify which of the following applies:**

[ ]  Reseller to supply the Hardware from the Third Party Provider to the Customer in accordance with the Contract (except in relation to the Hardware warranties and passing of risk and title provisions set out in SOA Module 1) in accordance with clause 3.5(b) of SOA Module 1.

 <<If check-box ticked, clause 3.5(b) of SOA Module 1 applies. The Supplier to provide the terms of the Third Party Provider’s warranties which apply to the Hardware under clause 3.5(b)(i)(B).>>

[ ]  Reseller to facilitate the supply of the Hardware from the Third Party Provider to the Customer in accordance with clause 3.5(c) of SOA Module 1.

 <<If check-box ticked, clause 3.5(c) of SOA Module 1 applies. The Supplier to provide the terms which apply to the supply of the Hardware to the Customer by the Third Party Provider to be attached to the SOA Module Order Form.>>

**Specify the assistance to be provided by the Supplier in coordinating warranty claims:**

<<Clauses 3.5(b) and 3.5(c) both provide that where the Hardware is being supplied by the Supplier in the capacity as a Reseller the Supplier will co-ordinate any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty to the Customer are utilised to the benefit of the Customer including by providing such assistance set out in the SOA Module Order Form. The assistance to be provided by the Supplier in coordinating warranty claims with the Third Party Provider to be set out in detail below.>>

1. **Ancillary services** Clause 3.7 of SOA Module 1

<<Insert details of any ancillary services to be provided by the Supplier (if any) in relation to the Hardware which are additional to the delivery and installation requirements (specified above) and may include design services.>>

1. **Warranty Period** Clause 3.9 of SOA Module 1

<<The Warranty Period is defined to commence on the AAD of the Hardware, unless otherwise specified in the Order Documents. Specify commencement and duration of Warranty Period for each item of Hardware, noting that each item of Hardware may have a different Warranty Period.>>

1. **Scalability** Clause 3.9(a)(v) of SOA Module 1

<<Clause 3.9(a)(v) provides that, to the extent specified in the SOA Module Order Form, the Hardware must be fully scalable to accommodate the Customer’s changing requirements. Specify the extent to which the Hardware is required to be scalable (e.g. where the Hardware is required to support additional usage over time).>>

1. **Replacement parts** Clause 3.10(c) of SOA Module 1

<<The default position in clause 3.10(c)(i) is that replacement parts for the Hardware must be new unless specified in this item of the SOA Module Order Form. Insert below whether replacement parts must be new.>>

**Specify whether the replacement parts for the Hardware must be new:**

[ ]  Yes

[ ]  No

**Specify when title and risk in the replacement parts will transfer to the Customer:**

<<The default position in clause 3.10(c)(ii) is that title and risk in the replacement parts for the Hardware pass to the Customer on installation. Insert when title and risk to replacement parts will transfer to the Customer.>>

# SOA Module Order Form 1B – Hardware Maintenance Services

The following SOA Module Order Form 1B to be completed if the Customer is procuring Hardware Maintenance Services (refer to clause 4).

1. **Maintenance Period** Clause 4.1 of SOA Module 1

**Start of Maintenance Period**

<<Insert start date for the supply of the Hardware Maintenance Services (such as on the AAD of the Supported Hardware or the expiry of the Warranty Period for the Supported Hardware).>>

**End of Maintenance Period**

<<Insert end date for the supply of the Hardware Maintenance Services.>>

**Extension options**

<<Insert whether the Customer can elect to extend the Hardware Maintenance Period for an additional period (e.g. 2 x 1 year).>>

**Notice period for extension**

<<Insert the notice the Customer is required to provide the Supplier to extend the Hardware Maintenance Period (e.g. 30 days).>>

1. **Requirements** Clause 4.1 of SOA Module 1

**Specifications for Hardware Maintenance Services (or annex specifications to the SOA Module Order Form)**

<<Insert or annex a detailed description of the Hardware Maintenance Services.>>

1. **Supported Hardware** Clause 4.2 of SOA Module 1

<<Insert hardware in respect of which the Supplier will supply the Hardware Maintenance Services. This may include references to the Hardware model name and type. The Supported Hardware may consist of Hardware supplied under SOA Module Order Form 1A, or may be hardware which is supplied to the Customer under different terms.>>

1. **Replacement parts** Clause 4.3 and 4.6 of SOA Module 1

**Stock of replacement parts**

<<Clause 4.3 provides that where specified in the SOA Module Order Form, the Supplier must maintain a stock of frequently required parts for the Supported Hardware. Insert whether the Supplier is required to provide a stock of replacement parts for the Supported Hardware.>>

**New and unused**

<<The default position in clause 4.6(e)(i) is that replacement parts for the Supported Hardware must be new unless specified in this item of the SOA Module Order Form. Insert below whether replacement parts must be new.>>

Specify whether the replacement parts for the Hardware must be new:

[ ]  Yes

[ ]  No

**Title and risk in replacement parts**

Specify when title and risk in the replacement parts will transfer to the Customer:

<<The default position in clause 4.6(e)(ii) is that title and risk in the replacement parts for the Hardware pass to the Customer on installation unless specified in this item. Insert below when title and risk to replacement parts will transfer to the Customer.>>

1. **General Support** Clause 4.4 of SOA Module 1

<<Insert description of general support services to be provided by the Supplier in relation to the Hardware. Include as much detail as possible to clearly describe the support services that may be provided, including:

* hours of support;
* Supplier’s support contact details (such as help desk phone number and email address);
* any other requirements for the support services.>>
1. **Preventative Maintenance Services** Clause 4.5 of SOA Module 1

**Description of Preventative Maintenance Services**

<<Insert description of preventative maintenance services to be provided by the Supplier in relation to the Supported Hardware or annex a separate document which describes the preventative maintenance services in detail. Include as much detail as possible to clearly describe the preventative maintenance services that may be provided, including:

* problem detection and resolution;
* replacement of parts;
* adjustment of mechanical devices; or
* other maintenance services.>>

**Frequency of Preventative Maintenance Services**

[ ]  Monthly

[ ]  Quarterly

[ ]  Annual

[ ]  Other - <<insert>>

1. **Remedial Maintenance** Clause 4.6 of SOA Module 1

<<Insert description of remedial maintenance or annex a separate document which describes the remedial maintenance services in detail which may include:

* repair or replacement of the Defective Hardware; and
* collection of any Defective Hardware from the Site (or other location notified by the Customer) and delivery of the repaired or replaced Hardware to the Site (or other location notified by the Customer).>>
1. **Supply through a Reseller** Clause 4.8 of SOA Module 1

<<This item only applies where the Hardware Maintenance Services are being supplied by the Supplier in the capacity as a Reseller (i.e. where the Supplier is not the Third Party Provider).>>

**Specify whether the Hardware Maintenance Services are being supplied by the Supplier in the capacity as a Reseller**

[ ]  Yes

If yes, insert name of the Third Party Provider: <<insert>>

[ ]  No

**If yes, specify which of the following applies:**

[ ]  Reseller to supply the Hardware Maintenance Services from the Third Party Provider to the Customer in accordance with the Contract (except in relation to the Hardware Maintenance Service warranty provisions set out in SOA Module 1) in accordance with clause 4.8(b) of SOA Module 1.

<<If check-box ticked, clause 4.8(b) of SOA Module 1 applies. The Supplier to provide the terms of the Third Party Provider’s warranties which apply to the Supported Hardware under clause 4.8(b)(ii)(B).>>

[ ]  Reseller to facilitate the supply of the Hardware Maintenance Services from the Third Party Provider to the Customer in accordance with clause 4.8(c) of SOA Module 1.

<<If check-box ticked, clause 4.8(c) of SOA Module 1 applies. The Supplier to provide the terms of the contract which apply to the supply of the Hardware Maintenance Services to the Customer by the Third Party Provider to be attached to the SOA Module Order Form or available for the Customer to accept online.>>

**Specify the assistance to be provided by the Supplier in coordinating warranty claims:**

<<Clause 4.8(b) and 4.8(c) provide that where the Hardware Maintenance Services are being supplied by the Supplier in the capacity as a Reseller the Supplier will co-ordinate any warranty claim that is reported by the Customer to the Supplier and must use best efforts to ensure that all benefits of the warranty to the Customer are utilised to the benefit of the Customer including by providing such assistance set out in the SOA Module Order Form. The assistance to be provided by the Supplier in co-ordinating warranty claims with the Third Party Provider to be set out in detail below.>>

1. **Service Levels** Clause 4.11 of SOA Module 1

<<Specify whether the Service Levels applicable to the Hardware Maintenance Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract>>

The Service Levels are set out in:

[ ]  Schedule 8 – Service Levels

[ ]  <<Describe other Service Levels document which is annexed to the Contract.>>

<<If Schedule 8 – Service Levels is not completed, specify frequency the Supplier is required to provide a report to the Customer of its performance against the Service Levels (i.e. monthly, quarterly or such other time).>>

1. **Service Credits** Clause 4.11 of SOA Module 1

<<Specify whether Service Credits are applicable in the event the Supplier fails to meet the Service Levels. If so, specify whether the Service Credits applicable to the Hardware Maintenance Services are set out in Schedule 8 – Service Levels or another separate document which is annexed to the Contract.>>

The Services Credits are set out in:

[ ]  Schedule 8 – Service Levels

[ ]  <<Describe other Service Levels document which is annexed to the Contract.>>

<<If Service Credits are applicable, clause 4.11(b) provides that Service Credits will be applied against the next invoice issued after the relevant Service Credits accrue, unless otherwise specified in the SOA Module Order Form. Specify if another process applies for the application of Service Credits (e.g. different timing for the application of Service Credits to invoices).>>