

Hardware Portfolio Annex

1. General

1.1. The terms set out in this Annex form part of our Standard Terms (which are comprised of the Main Body Terms, available at www.gradwell.com/terms-conditions/, and all relevant Annexes) and apply where you buy Goods from us from our Hardware Portfolio. 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 of the Main Body Terms.

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 amend this from time to time.

1.3. We may from time to time amend the Standard 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 Terms apply to this Annex.

1.5. 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.

1.6. Other definitions that appear only in this Annex have the meanings set out below:

- "Advanced Replacement" means where Gradwell chooses to send out a new, replacement Item before the relevant faulty or unwanted Item has been returned to Gradwell.
- "Item" means the relevant piece of hardware from our Hardware Portfolio that is supplied by Gradwell under this Annex.
- "Hardware Portfolio" has the meaning given to it in paragraph 1.2 above.
- "Pre-configured" has the meaning given to it in paragraph 6.1 a) below.
- "RMA" (or Return Merchandise Authorisation) means the process that you must follow to return an unwanted or faulty Item to Gradwell as set out in paragraph Error! Reference source not found. below.
- "Unconfigured" has the meaning given to in paragraph 6.1 b) below.

- “Unsupported Hardware” has the meaning given to it in paragraph 5.5 below.
- “Unwanted Item” means an Item that you want to return to Gradwell which is as described by us at the point of sale and is otherwise fit for purpose and is not faulty (and “unwanted” shall be construed accordingly).
- “Warranty” has the meaning given to it in paragraph 7.1 below.
- “Warranty Period” means the period during which the Warranty is valid, starting from the date of purchase (as specified on the Order Confirmation) and as more particularly described in paragraph 0 below.

1.7. The procedures, rights and obligations set out in this Annex are subject to, and do not affect, any of your applicable statutory rights concerning the purchase of goods (and, where you are a Consumer, consumer protection law).

2. Pricing and Purchasing Hardware

2.1. You can purchase hardware from our Website, our Control Panel or by contacting our sales team. To purchase hardware through the Control Panel, you will need to be an existing Gradwell customer.

2.2. The price of an Item and its delivery will be published on our Website, Control Panel or quoted to you by a member of our sales team. All such prices are exclusive of VAT unless explicitly stated otherwise.

2.3. Subject to paragraph 2.4, Gradwell reserves the right to update any pricing without notice.

2.4. Where a price for an Item has been quoted to you by Gradwell, and the price for that Item changes after the quote has been issued but before you place an order to buy it, Gradwell will honour the quoted price so long as the quote has an expiry date and the purchase is made by this date.

3. Delivery

3.1. When you buy an Item from us, you must provide us with a valid address to which our courier can deliver the Item.

3.2. Gradwell will attempt to process all orders on the same day they are received and will ship Items using a next Working Day delivery service. There are exceptions to this as



outlined in paragraphs 3.4 and 3.5. In any event, orders will be processed promptly. An expedited Saturday delivery service is also available.

3.3. If an Item you try to purchase is not in stock, we will contact you to let you know. You will have the option to select another Item or wait for the original Item to come back into stock.

3.4. If an order is placed after 2pm on any Working Day, it may miss our daily order processing window and, as a result, your order may not be processed until the next Working Day.

3.5. We cannot guarantee that your Item will be delivered on the next Working Day (or on any specific day) where circumstances fall outside of our reasonable control or the reasonable control of our chosen courier.

3.6. If no one is available at your address to take delivery, our courier will leave you a note that the Item has been returned to our courier's depot. If this happens, you must contact us to rearrange delivery. Please note that you will be required to pay all charges associated with redelivery (which, unless specified otherwise, will be a repeat of the original delivery charge).

3.7. Risk in the Item will pass to you on delivery, but we will continue to own the Item until full payment in respect of the Item has been received in accordance with clause 13 of the Main Body Terms.

3.8. On receiving the Item, you must inspect it immediately and notify us promptly of any damage or any other problem with the Item received. If we send you incorrect Item, the Item you receive is damaged or is otherwise faulty, or is being returned in connection with the warranty under paragraph 7 below, the relevant Item may be returned to us in accordance with paragraph 0 below.

4. Returns

4.1. Any Item you wish to return must be returned in accordance with the RMA process specified in paragraph Error! Reference source not found., and will be dealt with in accordance with the appropriate table below (depending on whether you are a Business or a Consumer) as well as the other provisions of this paragraph 0:

Table 1 – applies where you buy Items as a Business

	Unwanted Items (not faulty)		Faulty Items	
	Working product in brand new condition and in original packaging	Working product but package contents marked, or incomplete and/or not in original packaging	Faulty product but otherwise in brand new condition and original packaging	Faulty product and marked, incomplete or not in original packaging
Item returned within 14 days of receipt	Credit note or refund for the Item's full value	Partial or full credit note or refund determined at Gradwell's discretion (acting reasonably) in view of the condition of the Item and its packaging	Replacement Item or, if you prefer, a credit note or refund.	Replacement Item or, if you prefer, a credit note or refund (at Gradwell's discretion, acting reasonably).
Item returned more than 14 days after receipt, but within the manufact	Full or partial credit note or refund determined at Gradwell's discretion (acting reasonably) and in view of the promptness of	Partial credit note or refund determined at Gradwell's discretion (acting reasonably) and in view of the promptness of the return after purchase	Replacement Item or, if you prefer, a credit note or refund	Replacement Item or, if you prefer, a credit note or refund (at Gradwell's discretion, acting reasonably).

urer's warranty	the return after purchase			
The item is outside of the manufacturer's warranty	Item cannot be returned	Item cannot be returned	A chargeable repair service may be available at Gradwell's discretion (acting reasonably).	A chargeable repair service may be available at Gradwell's discretion (acting reasonably).
Additional	As set out in paragraph 4.9, a restocking fee of 15% of the value of the Item will apply where you return any Unwanted Item. This charge does not apply to faulty Items.			

Table 2 – applies where you buy Items as a Consumer 4

Faulty Items		
	Faulty product but otherwise in brand new condition and original packaging	Faulty product and marked, incomplete or not in original packaging
Item returned within 30 days of receipt	Replacement Item or, if you prefer, a credit note or refund for the Item's full value.	Replacement Item or, if you prefer, a credit note or refund for the Item's full value.
Item returned more than 30 days after receipt, but within the manufacturer's warranty	Replacement Item or, if you prefer, a credit note or refund.	Replacement Item or, if you prefer, a credit note or refund (at Gradwell's

		discretion, acting reasonably).
The item is outside of the manufacturer's warranty	A chargeable repair service may be available at Gradwell's discretion (acting reasonably)	A chargeable repair service may be available at Gradwell's discretion (acting reasonably).

Unwanted Items (not faulty)		
	Working product in brand new condition and in original packaging	Working product but package contents marked, or incomplete and/or not in original packaging
Item returned within 14 days of receipt	A credit note or refund for the Item's full value.	Partial or full credit note or refund determined at Gradwell's discretion (acting reasonably) in view of the condition of the Item and its packaging.
Item returned more than 14 days after receipt, but within the manufacturer's warranty	Full or partial credit note or refund determined at Gradwell's discretion (acting reasonably) and in view of the promptness of the return after purchase.	Partial credit note or refund determined at Gradwell's discretion (acting reasonably) and in view of the promptness of the return after purchase.
The item is outside of the manufacturer's warranty	Item cannot be returned.	Item cannot be returned.

4.2. Where either table at paragraph 4.1 refers to the outcome of a returned Item being at Gradwell's discretion, Gradwell will always act reasonably and in view of the relevant circumstances surrounding the particular return scenario. This may include (without limitation) taking into account the promptness with which the return is made during the Warranty Period, the extent of marks or damage to the Item, the extent to which the Item's contents or packaging is missing or damaged, and whether we believe that the marks or damage are the cause of the Item's faulty nature. Where you disagree with the decision we make about a return, any complaint you make will be handled in accordance with our complaints process set out at clause 9 of the Main Body Terms.

Advanced Replacement

4.3. Gradwell may elect at its sole discretion whether Advanced Replacement for an Item will be offered.

4.4. Where an Advanced Replacement Item is supplied, if the returned Item is deemed by Gradwell not to be faulty in accordance with the RMA process in paragraph **Error! Reference source not found.**, you may be charged in full for the replacement Item.

RMA process

4.5. Where you wish to return an Item you must follow Gradwell's RMA process as set out below:

- Step 1: Contact our Support Team by phone or email (although where you are a Consumer and wish to exercise your right to cancel your contract during the statutory 14-day coolingoff period, you may complete our consumer cancellation form available on our Website).
- Step 2: Where you report an Item as being faulty, you must liaise with the Support Team and provide reasonable cooperation to assist them in diagnosing and identifying the fault or other issue.
- Step 3: If, following that diagnosis by the Support Team, the Item is believed to be faulty, or if it meets the return criteria (set out in paragraph 4.1 above), the Support Team will raise an RMA with the relevant manufacturer of the Item and supply you with a unique reference number in connection with the return.
- Step 4: You are responsible for securely packaging the Item(s) (in an appropriate and sturdy separate outer box or, ideally, the original outer packaging) and sending it to the Gradwell address we provide to you. The unique reference number must be clearly displayed on the outer box and the contents must be securely and appropriately packaged.
- Step 5: Gradwell (and, in some instances, the relevant manufacturer) will carefully examine the returned Item and:
 - o Where a returned Item is suspected to be faulty, the Item will be tested by us and/or the relevant manufacturer, and, if we or the relevant manufacturer (acting reasonably):
 - agree that the Item is faulty, the appropriate action set out under paragraph 4.1 will be taken; or

- disagree that the Item is faulty, we will contact you and may arrange with you to return the Item to you at your cost, or discuss with you in good faith other options that may be mutually acceptable to both parties. You may also incur additional delivery charges in accordance with paragraph 4.11 below.

- o Where both parties do not agree with Gradwell's finding that the Item is not faulty, any complaint you make will be handled in accordance with our complaints process set out at clause 9 of the Main Body Terms.
- o Where a returned Item is not faulty, but is simply unwanted, the Item and its packaging will be checked the appropriate action set out under paragraph 4.1 will be taken.

- Step 6: Gradwell will contact you to confirm the action we will take in connection with your returned Item – which may be a repair, a replacement, a credit note, a refund or the return of the item back to you (determined in accordance with paragraph 4.1).

All returns

4.6. All Items to be returned must have been kept in suitable conditions to keep them free from damage and have been treated with reasonable care. If, on inspection of the returned Item, we determine (acting reasonably) that you have not stored the Item in suitable conditions, you agree to pay us an appropriate amount (determined at our discretion, acting reasonably) for the damage caused. Unwanted (not faulty) Items

4.7. Any Unwanted Items should be returned to us with all of the original contents present which includes, but is not limited to, all manuals, pamphlets, cables, disks, batteries and any free software, and the packaging (including the relevant box(es)) must be in an unmarked and 'as new' state. Where an Unwanted Item is returned that does not contain all of its original contents Gradwell may impose a reasonable charge to cover any missing components.

4.8. An Item will not be considered faulty where you or the relevant operator lack the skills or knowledge to use the Item correctly (i.e. in the manner anticipated by the manufacturer and for the purpose for which a product of that nature is usually used). Before purchase, you are expected to satisfy yourself that the Item is suitable for your purposes and that you have the skills reasonably necessary to install and use the product.

4.9. Any returned Item that is unwanted (as opposed to faulty) is subject to a 15% restocking fee. Faulty Items are not subject to such a fee. This fee does not apply where you are a Consumer.

Collections and the shipment of returns

4.10. Any Unwanted Items must be returned at your expense using a suitable courier service.

4.11. Where an Item is suspected to be faulty, Gradwell will offer a free collection service through our chosen courier. If, on its return to us, we deem such an Item not to be faulty (Gradwell acting reasonably) we will invoice you £9.00 + VAT for the collection of the Item. A further charge of £9.00 + VAT to have the Item delivered back to the you may also apply.

4.12. Where Gradwell arranges collection of an Item, it is still your responsibility to ensure that the Item is securely and appropriately packaged and with the supplied address and relevant reference number clearly labelled on the outside of the outer box.

4.13. Gradwell is not responsible for, nor do we accept liability for return Items that are damaged during transit, save where Gradwell arranged the courier in question. All Items that you return to us remain your responsibility until we sign for it (or otherwise accept delivery of the relevant Item). You are therefore strongly advised to send any return Item by recorded delivery, registered post or courier and take out sufficient insurance to cover the value of the Item.

5. Support

Supported Hardware

5.1. All Items purchased from Gradwell's Hardware Portfolio come with a basic level of support (as described in paragraphs 5.2 and 5.3 below), except those sold as Unsupported Hardware under paragraph 5.8 below.

5.2. Basic support means that we will provide:

- a) remote technical assistance concerning the initial setup of the Item, assisting you with inputting any login credentials, enabling the registration of the relevant Item (and, where the Item is a phone, a basic level of assistance in showing you how to set up the phone to use in connection with Gradwell's voice Services); and
- b) a number of support articles in relation to the Item.

5.3. Basic support does not include more in-depth assistance and the advanced configuration of devices, but we will use our reasonable endeavours to provide you with support such that you can use the Item in response to any support request you make. Such discretionary support is provided on an 'as is' basis only and Gradwell gives no undertaking, commitment or assurance whatsoever in connection with it.

5.4. To raise a support request, you can email details of your problem to support@gradwell.com or contact the Support Team on 01225 800 888.

Unsupported Hardware

5.5. Unsupported Hardware means hardware that we have not tested in conjunction with our Services, and for which we offer no undertaking, commitment or assurance as to its compatibility with our Services or whether that device will function as intended or at all ("Unsupported Hardware"). We offer no support for, and will have no liability in connection with, any Unsupported Hardware – save as otherwise explicitly stated in this Annex.

5.6. Unsupported Hardware may be covered by a manufacturer's warranty, but we will offer no assistance (nor have any liability) in connection with this, save as set out in paragraph 5.8 below.

5.7. Any phones, routers or other devices that have not been purchased from us will be treated as Unsupported Hardware. In some cases, some support articles on the Gradwell knowledgebase may be available to assist you in using the device, but the application of that material to the device in question may be limited. Any use of our knowledgebase articles in connection with Unsupported Hardware is entirely at your own risk and we will have no liability to you whatsoever in this regard.

5.8. In some situations, you may be able to purchase from us a device that we do not advertise as part of our normal Hardware Portfolio. In response to an enquiry you make in this regard, we will speak to you and confirm whether the sale of such hardware is possible. The sale of any such Item will be treated as Unsupported Hardware, and Gradwell will sell and deliver the relevant Item to you but we cannot guarantee it will work properly (or at all) in conjunction with our voice Services. In relation to such Items, we will provide no telephone or email support, but if you believe the Item to be faulty, we will use our reasonable endeavours to liaise with the relevant manufacturer to have the Item returned, although we give no undertaking, commitment or assurance whatsoever in this

regard. You agree to pay all reasonable charges that we incur in connection with our liaison with the manufacturer.

6. Provisioning of devices

6.1. Depending on the type of Service with which the Item is to be used, Gradwell may:

- a) supply the Item pre-configured to be used with our Services, allowing your device to be 'plug and play' ("Pre-configured"); or
- b) supply the Item to you in an unconfigured state for you to configure it appropriately ("Unconfigured").

6.2. Items to be used with Gradwell Wave must be sold by Gradwell and be Pre-configured. Such Items purchased will appear in the Control Panel, so you can assign licences in connection with it (either a user licence or a device licence in accordance with the Voice Services Annex) and it will provision automatically. You may also use the Control Panel to move or reprovision each Item if required. Where we provide you with 'onboarding services', we may carry out this provisioning activity on your behalf in accordance with the details you provide to us on any 'onboarding' or associated form.

6.3. Items sold for use with Single User VoIP, Multi User VoIP, or with our broadband Services, may be either Pre-configured or Unconfigured, which you can specify when you purchase the relevant Item. This can be done as part of the online sales process in the case of e-sales (except where the Item is a router) or by informing the sales representative in the case of telesales.

6.4. If you chose for an Item to be Unconfigured, but subsequently decide you would like it to be configured by Gradwell for use in connection with our Services, we may make a reasonable charge for this. We will speak to you in advance of any such work to discuss the details with you.

6.5. If you purchase an Item from us in a Pre-configured state, that device will be kept on our phone provisioning server for ongoing management and delivery of firmware updates. The delivery of firmware in this way is offered at Gradwell's discretion and Gradwell reserve the right to remove this feature at any time.

7. Warranty

7.1. Save for those Items supplied under paragraph 5.8 above, we will, subject to paragraph 7.2, provide the following limited warranty on Items from our Hardware Portfolio (“Warranty”):

7.1.1. the Warranty will cover manufacturing defects in the Item that become known during the relevant Warranty Period (those periods being specified under paragraph 0 below).

7.1.2. to make a claim under the Warranty during the Warranty Period, you must report the fault to us in accordance with paragraph **Error! Reference source not found.** above. Any claim under the Warranty that we (acting reasonably) consider to be valid will result in us providing you with a replacement, credit or a refund (determined in accordance with paragraph 0). Any replacement Item will then be subject to a separate Warranty and Warranty Period.

7.2. The Warranty in paragraph 7.1 does not apply to any defect or fault in an Item arising from:

7.2.1. fair wear and tear;

7.2.2. wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;

7.2.3. if you fail to operate or use the Item in accordance with the user instructions;
or

7.2.4. any alteration or repair by you or by a third party who is not one of our authorised repairers.

7.3. The Warranty Period will vary depending on the manufacturer of the Item and this will be clearly specified on the relevant product page on the online store section of our Website. Save where the Website specifies that a different Warranty Period will apply to an Item, the Warranty Period will be as follows:

Item manufacturer/brand	Warranty Period (starting from the date of purchase, as specified on the Order Confirmation)
Technicolor	1 year

Draytek	2 years
Gigaset	2 years
Poly	1 year
Snom	3 years for the hardware itself, but 12 months for 'wear parts' such as keypads, handset and cables, and 6 months for 'wear parts' with batteries (see https://www.snom.com/en/warranty-information/).
Yealink	12 months after the official end of life date of the Item, which will be announced on Yealink's website.

7.4. Where an Item is labelled by us as having a 'lifetime warranty', the duration of the Warranty will last for so long as you use the Item for the purpose for which it was intended.

7.5. Where a manufacturer of a relevant Item declares the product 'EOL' or 'end of life', your Warranty will cease on expiry of 12 months from that declaration. Any such declaration will be made on the relevant manufacturer's website. Gradwell will not notify you about any such announcement and it is your responsibility to check the relevant manufacturer's website from time to time.

7.6. We may contact you during the period leading up to the 'end of life' date to discuss upgrading the relevant Item.

7.7. For Items no longer within the Warranty Period, we may accept a faulty Item for repair, but the full cost of any associated repairs, including handling and postage costs, is your responsibility. Where a repair occurs out of the Warranty Period, the Item, as well as the repair work, will not be covered by a Warranty (except where we explicitly say otherwise). We will discuss with you the nature of any repair work and charges in advance.

7.8. The Warranty described in paragraph 7.1 is the only warranty that offer in connection with our Hardware Portfolio.

7.9. We are not responsible for, and do not accept any liability in respect of, manufacturers making any changes to the terms of their warranties